FRANCHISE DISCLOSURE DOCUMENT

Focus CFO Group, LLC
575 Charring Cross Drive, Ste. 102
Westerville, Ohio 43081
www.focuscfo.com

The franchise described in this franchise disclosure document is for the establishment and operation of a business providing fractional Chief Financial Officer services as an Area President, working to generate new clients within a coordinated client development system. The initial investment necessary to begin operation as a Franchisee ranges from $29,000 to $57,000. This includes $28,000 that must be paid to Focus CFO.

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, Focus CFO or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive the Disclosure Document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Samantha Hurst, 575 Charring Cross Drive, Suite 102, Westerville, Ohio 43081, email: s.hurst@focuscfo.com, phone (614) 944-5760.

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

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

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

Date of Issuance: April 12, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
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 D 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 business providing fractional CFO services 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 Focus CFO franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them and 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 your 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 Registrations

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 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 requires you to resolve disputes with the franchisor by arbitration and/or litigation only in the State of Ohio. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Ohio than in your own state.

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

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 FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, the words "we," "our," "us," "Company" and "Focus CFO" refer to Focus CFO Group, LLC, the franchisor. "You" and "your" refer to the Franchisee.

The Franchisee

Focus CFO offers qualified entities the opportunity to operate as a Focus CFO Area President. Focus CFO only permits entities to become Franchisees. Unless otherwise agreed by Focus CFO, the entity should be 100% owned by one individual who is the individual serving as an Area President. When "you" and "your" refer to the Franchisee, they are referring to the Franchisee entity AND the individual serving as an Area President.

The Franchisor

The Franchisor or its affiliates have been providing CFO services using the Focus CFO Marks since September 2001 and the Franchisor has been offering franchises since April 2018.

Focus CFO Group, LLC, the Franchisor, is a limited liability company organized in the State of Ohio. Focus CFO Group, LLC is 99% owned by Focus CFO Holdings, LLC and 1% owned by The CFO Company, LLC, a 100% owned subsidiary of Focus CFO Holdings, LLC. Focus CFO Group, LLC was formed on March 13, 2018.

We do business under our entity name and the trade name "Focus CFO". We do not do business under a name other than Focus CFO.

Our principal business address is 575 Charring Cross Drive, Suite 102, Westerville, Ohio 43081, a suburb of Columbus, Ohio. Our agent for service of process is, Mercury Agent Company, 250 West Street, Suite 700, Columbus, Ohio 43215.

We have no other business activities.

Predecessors and Affiliates

Focus CFO Holdings, LLC owns 99% of Focus CFO Group, LLC. Focus CFO Holdings, LLC was formed in 2002 and is 100% owned by the founder and a group of current and former employees, CFOs and Area Presidents who have elected to invest in the company. Focus CFO Holdings, LLC, and its affiliates, have been providing CFO services since September 2001.

The CFO Company, LLC, a 100% owned subsidiary of Focus CFO Holdings, LLC, owns 1% of Focus CFO Group, LLC. The CFO Company, LLC holds the trademark THE CFO COMPANY®, which it licenses the use of to Focus CFO Group, LLC. The CFO Company, LLC does not currently have any other business activities.

Business

Franchisees are independent contractors of Focus CFO. As a Franchisee of Focus CFO, you will operate your franchised business as an Area President, working to generate new clients for Focus CFO utilizing our client development system. Area Presidents' franchised businesses will focus on operating as business development leaders and serve as strategic relationship managers, matching Focus CFO clients with licensees of Focus CFO, referred to as CFOs. Note that some of the CFOs who you will work with are operating as franchisees of Focus CFO who signed franchise agreements with Focus CFO prior to 2023. As our system has evolved, we no longer offer franchise opportunities to individuals wishing to operate as a CFO. Rather, those individuals are independent contractors who have a license to use the Focus CFO Marks and other resources provided by Focus CFO.

Products and Services

Franchisees will market and offer CFO Services primarily to small and medium-sized businesses on a fractional or part-time basis. This includes offering businesses onsite or remote financial and operational support in the area of finance and operations, controller-level accounting and support services, business consulting or coaching, business value growth or exit planning services. The CFO Services that Franchisees will offer will be performed by qualified CFOs who have obtained a non-exclusive license (or prior to 2023, purchased a franchise) from Focus CFO to provide such services.

Market and Competition

The target market for your franchised business are small-to-medium-sized businesses who do not employ a full-time CFO. We believe it is a well-developed market as the competition for the franchised services will come from individuals and other businesses performing the same or similar financial consulting services. This may include other fractional CFO firms (which may include other franchise systems) and business consulting firms.

Clients

Franchisees service a group of clients that are developed by the efforts of Focus CFO, the Focus CFO System, Area Presidents, CFOs, and the use of the Focus CFO Marks. Becoming a Franchisee does not guarantee you will be able to develop a book of business. While we provide access to training and various other programs to support our Franchisees, the development of an area is contingent on the ability of each Franchisee to successfully implement the Focus CFO System, the needs of the Focus CFO clients in the area, the ability of the Franchisee to develop Focus CFO clients, and the ability of the Franchisee to work with CFOs and clients in their area.

Franchisees are paid as independent contractors based on the fees generated from the CFO Services performed by Franchisees and licensees for the Focus CFO client base. Franchisees are encouraged to use the marketing programs, tools and training they gain from the Focus CFO System to jumpstart the Franchisee's marketing and development of their franchise and add potential clients to the Focus CFO client base. Focus CFO must approve all clients to ensure that the clients'

business practices and reputation are consistent with Focus CFO's quality standards and the reputation of the Focus CFO Marks; however, Focus CFO is not involved in the day-to-day operations of our Franchisees.

Industry

Generally, we are not aware of any industry-specific laws or regulations with which you must comply. However, you should consult with your attorney concerning any federal, state or other local laws and ordinances that may apply.

No Use of CPA License, Designation or Certification

If a Franchisee of Focus CFO is a Certified Public Accountant ("CPA") or has been a licensed CPA in the past, Franchisee agrees not to represent themselves as a CPA in any way in connection with any marketing or offering of CFO Services under the Focus CFO brand. Franchisee also agrees not to use other forms of professional accounting certifications, or certifications common to public accounting firms, including, but not limited to, Chartered Accountant (CA) or similar designations, in conjunction with their association with Focus CFO. This includes no designations of CPA, including inactive status. Specifically, this means agreeing not to use these designations on business cards, resumes, our website, Franchisee's personal LinkedIn page or in any other way.

ITEM 2

BUSINESS EXPERIENCE

Brad Martyn, Managing Member

Brad Martyn founded Focus CFO Holdings, LLC, the parent company of Focus CFO, in September 2001, and from that time to the present has served as the Managing Member of our parent company. Brad has also served in various other roles at Focus CFO including Area President and a CFO. Currently, Brad is the Visionary and an active Area President Franchisee.

David Tramontana, President

David Tramontana joined Focus CFO in November 2019 serving as our Integrator/President as well as an Area President Franchisee. Prior to joining Focus CFO, David was the Founder and CEO of Home Care by Black Stone for nearly 20 years.

Stacey Garn, Director, Operations and Accounting

Stacey Garn has served as our Director of Operations and Accounting since August 2018. From April 2015 through August 2018, Stacey was a Senior Manager with DHC, an Ohio based CPA firm.

Marcus Von Kaenel, Chief Development Officer

Marcus Von Kaenel has served as our Chief Development Officer since August 2022. From 2014 to 2022, Marcus served as the Vice President of Business Development for LHC Group supporting its Midwest Home Healthcare Division.

David Bourke, Director, CFO Support

David joined Focus CFO in 2009 as a CFO. David became our Director of CFO Support in 2018. Prior to joining Focus CFO, David held roles as CEO, CFO, COO, VP of Research and Development and Division General Manager for both private/entrepreneurial and publicly held companies.

Michael Stier, Director, Marketing

Michael Stier has served as our Director of Marketing since November 2021. From July 2020 to the present, Michael has also served as an Area President Franchisee. Prior to acquiring his Focus CFO franchise, for nearly 18 years, Michael founded and was the Chief Executive Officer and CFO at Adhesion Wealth Advisor Solutions.

ITEM 3

LITIGATION

Resolved Actions

Focus CFO Group, LLC v. Hart Associates, Inc. d/b/a Mike Hart and Kevin Winkle, No. 23CV000571 (Franklin County, Ohio)

On January 26, 2023, Focus CFO filed suit against a former franchisee and a Focus CFO client for breach of contract as a result of their failure to pay the termination fee when the former franchisee became an employee of the Focus CFO client. The case was settled between the parties on December 7, 2023 and Focus CFO was awarded a settlement in the amount of $62,500.

Other than this action, no other litigation is required to be disclosed in this disclosure document.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

You will be required to pay us a lump sum initial franchise fee in the amount of Twenty-Eight Thousand Dollars ($28,000) (the "Franchise Fee"). The Franchise Fee consists of (i) a payment of $13,000 to obtain this Franchise; and (ii) a one-time training fee of $15,000. This Franchise Fee will not be financed by us. You will not be permitted to engage with Focus CFO, use the Focus CFO Marks or perform services for Focus CFO clients until the full Franchise Fee is received by Focus CFO. There have been limited circumstances in the past in which Focus CFO agreed to decrease the Franchise Fee for new Franchisees who enter the System during a period in which Focus CFO focused on significant expansion of its geographic footprint. Although Focus CFO intends to apply the Franchise Fee uniformly, there may be situations where Focus CFO may offer similar discounts.

We will conduct a background check on you, and if we are not satisfied with the results of the background check, we will terminate the Franchise Agreement. If we terminate the Franchise Agreement as a result of an unsatisfactory background check, we will refund your Franchise Fee in full.

Should you terminate the Franchise Agreement, we will not refund your Franchise Fee.

If we terminate the Franchise Agreement for "cause" as defined in the Franchise Agreement, we will not refund your Franchise Fee.

You are required to both devote sufficient time and effort to the franchised business and maintain certain performance standards as set forth in the Franchise Agreement at Attachment E or as otherwise provided to you in writing by Focus CFO. If you fail to meet these standards or fail to devote sufficient time and energy to your business, you will be in default of your Franchise Agreement and Focus CFO will have the right to terminate the Franchise Agreement if you are unable to cure the default within the specified cure period. Should this occur, we are not required to refund your Franchise Fee.

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ITEM 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	None (Note 1)	N/A	Unlike a traditional franchise model, you will not be required to pay any ongoing royalty payments. You will receive a percentage of the revenue associated with clients in your Book of Business as well as a percentage for those services that you directly performed. (FA §4, 8, Att. B)
Sandler Sales Training	$0-$500 per month (Note 2)	Area Presidents begin within 120 days of signing your Franchise Agreement	You are required to participate in a Sandler Sales Training program through our approved vender. The required program includes a 2-day Bootcamp, 16 weeks of Sales Mastery reinforcement training and coaching, and a minimum of eight (8) months of President's Club reinforcement training and coaching. We will pay for the cost of this program through our approved vendor up through the eighth month of President's Club. Should you elect to continue to participate in President's Club beyond the required minimum eight (8) months, you are responsible for 100% of the monthly costs for the duration of your participation. You are also responsible for your own travel, lodging, food and other out-of-pocket expenses, if applicable. (FA § 7, Att. C)

Type of Fee	Amount	Due Date	Remarks
Certified Exit Planning Advisor Training and Certification	$0-$5,000	Any time	Franchisees are encouraged, but not required, to attend outside training to become a Certified Exit Planning Advisor (CEPA). This training is provided through the Exit Planning Institute (EPI). The training consists of a 5-day executive style program which is conducted either virtually or in-person in Chicago, IL. After completion of the program the individual takes a certification exam in order to obtain the CEPA designation. The cost of this program is paid by the Franchisee. (FA § 7, Att. C)
IT Services Fee	Then-current fee, currently $630 per year (Note 3)	Yearly starting the second year of the Franchise Term	We require that you use a package of IT services selected by Focus CFO and provided by our approved IT vendor. Focus CFO will pay the IT Services Fee during the initial calendar in which you sign your Agreement. You will be required to pay the approved vendor for the package for subsequent years. Focus CFO may change the IT services and vendor from time to time. (FA § 9, Att. G)

Notes:

(1) Focus has the right to change the compensation policy by giving Franchisees at least 30 days' notice.

(2) The Sandler Sales Training program is described in Item 11 of this Disclosure Document. Currently, our approved vendor is The Ruby Group. If you continue to participate in the President's Club training program beyond the required minimum eight (8) months, you will do so at your own cost. The current cost of this instruction through our approved vendor is $500 per month.

(3) The IT package is currently provided by our approved vendor, C-Forward, who will provide an Office 365 license, which includes access to Focus CFO e-mail, Microsoft Office software (Excel, Word, Outlook and PowerPoint), Microsoft Teams video conferencing platform and Microsoft OneDrive file hosting and backup service. The IT package also includes a security monitoring service of the Franchisee's business computer and IT support services as described in Attachment G to the Franchise Agreement. Focus CFO will pay the IT Services Fee for the initial calendar year during which the Franchisee signs the Agreement. The Franchisee will be responsible for the cost starting in the second calendar year, which currently is approximately $630.

ITEM 7

ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$28,000 (Note 1)	Lump Sum	On signing the Franchise Agreement	Focus CFO
Real Estate and Improvements	$0 - $4,000 (Note 2)	Per agreement with landlord	Per agreement with landlord	Landlord
Office Equipment/General Business Expenses	$0-$15,000 (Note 3)	Partially lump sum with some ongoing expense	Prior to beginning operations, with some recurring	Third Party Vendors
Additional Training	$0-$5,000 (Note 4)	Lump sum	Per agreement with Vendor	Third Party Vendors
Additional Funds – 3 Months	$1,000-$5,000 (Note 5)	As incurred	As incurred	Third Party Vendors
TOTAL	$29,000 to $57,000	(Does not include real estate costs)		

Notes:

(1) The Franchise Fee consists of: (i) a payment of $13,000 to obtain a franchise; and (ii) a one-time training fee of $15,000. We do not finance this fee and it cannot be paid in installments. The entire fee is due upfront. If we terminate the Franchise Agreement as a result of an unsatisfactory background check, we will refund the Franchise Fee in full. Except for this circumstance, the Franchise Fee is nonrefundable.

(2) You will be required to maintain an office, which can be in your home. You may choose to obtain additional office space outside your home. The low end of this estimate assumes you will operate your franchised business out of your home. The high end of this estimate assumes you will lease a single desk office location with approximately 1,300 square feet. This estimate is based on a Focus CFO location near Columbus, Ohio and it includes the first months' rent, security deposit and other expenses that may need to be paid to the landlord prior to operating your franchised business. Depending on the terms of your lease agreement, the security deposit is typically returned at the end of the lease term, but the remaining costs are typically non-refundable.

(3) You must have a business computer, printer, mobile phone, and internet access. Typically these costs are refundable, but you should inquire about the return and refund policy of the supplier at or before the time of purchase. You must pay for meals and entertainment, travel and automobile expenses. Area Presidents will pay for their own mailings and correspondence. Certain airfare and hotel reservations are typically refundable. Meals and entertainment are typically nonrefundable.

(4) This range of estimated investment includes costs involved with additional, third party, recommended training, which is optional. This includes the Certified Exit Planning Training and Certification, the costs of which are outlined in Item 6, above. These costs are typically non-refundable once paid.

(5) This amount includes estimated operating expenses you should expect to incur during the first 3 months of operation of your franchised business, which includes but is not limited to membership and association dues to join

industry and professional organizations for networking purposes, mileage, and entertainment costs (such as food and drink) for networking purposes. We have relied on the experiences of other franchisees in the Midwest to compile these estimates.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases and Suppliers

All franchisees must purchase a package of IT services from our approved IT vendor, which is currently C-Forward. The package of IT services includes: an Office 365 license, which includes access to Focus CFO e-mail, Microsoft Office software (Excel, Word, Outlook and PowerPoint), Microsoft Teams video conferencing platform and Microsoft OneDrive file hosting and backup service. The IT package also includes a security monitoring service of the Franchisee's computer and IT support services.

All franchisees must purchase Sandler Sales Training provided by The Ruby Group.

Currently, we have no other required supplies, designated suppliers or approved suppliers for goods, services or real estate relating to your franchised business. The required purchase of IT services and training represents about 8-10% of all purchases to be made in establishing the franchised business and while operating it. We reserve the right to require that any equipment, products, services and/or supplies used in connection with the operation of the franchised business be purchased exclusively from us or our affiliates or suppliers or distributors we designate.

Approval of alternative suppliers

With respect to the required purchase of IT services and sales training, Focus CFO will not permit franchisees to contract with an alternative supplier.

Ownership Interest in a Supplier

Neither Focus CFO nor any officer of Focus CFO owns an interest in C-Forward or The Ruby Group.

Revenue Derived from Suppliers

Focus CFO does derive any revenue from your purchases. No officer of Focus CFO owns interest in any supplier.

Cooperatives

We do not have any purchasing or distribution cooperatives.

Negotiated Prices

We have negotiated purchase arrangements with C-Forward and the Ruby Group.

Material Benefits

We do not provide any material benefits to you if you buy from sources we approve.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement. It will help you find more detailed information about your obligations in this agreement and in other items of this Disclosure Document.

Obligation	**Section in Agreement**	**Item in Disclosure Document**
a. Site selection and acquisition/lease	None	
b. Pre-opening purchases/leases	Sections 3, 10	Items 6, 7, 8
c. Site development and other pre-opening requirements	Sections 3, 10	Items 6, 7
d. Initial and ongoing training	Sections 6, 7, Att. C	Items 6, 7, 11
e. Opening	None	
f. Fees	Sections 4, 5, 8, 9, 10, Att. B, G	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Sections 7, 13, 14, 15, 16, Att. C, D, E, G	Item 11
h. Trademarks and proprietary information	Section 15, 16	Items 13 and 14
i. Restrictions on products/services offered	Section 7, 10, Att. C, D, E, G	Item 8, 11
j. Warranty and customer service requirements	Section 7, Att. F	Item 11
k. Territorial development and sales quotas	Section 3, 7.4, 11, Att. E	Items 5, 12
l. Ongoing product/service purchases	Section 4, 7, 10, Att. C, D, E, F, G	Items 6, 8
m. Maintenance, appearance and remodeling requirements	None	
n. Insurance	Section 10	Item 6
o. Advertising	Section 14	Items 6 and 11
p. Indemnification	Section 10	Item 17

Obligation	**Section in Agreement**	**Item in Disclosure Document**
q. Owner's participation/management/staffing	Sections 7, 13	Items 11 and 15
r. Records/reports	Section 7, Att. D, E, F	Item 11
s. Inspections/audits	Section 7, Att. D, E, F	Item 17
t. Transfer	Section 12	Item 17
u. Renewal	Section 2	Item 17
v. Post-termination obligations	Sections 12, 13, 15, 16	Item 17
w. Non-competition covenants	Section 13	Item 17
x. Dispute resolution	Section 17	Item 17

ITEM 10

FINANCING

We do not offer direct or indirect financing. We will not guarantee any note, lease or obligation of yours.

ITEM 11

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

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

Pre-Operating Assistance

Before you commence operating your business, we will:

1. Within two (2) business days of signing the Franchise Agreement and your payment of the Franchise Fee, we will provide you with full access to Focus CFO's Playbook. The Playbook contains mandatory specifications, standards and operating procedures, and rules that we periodically prescribe for Franchisees as well as continually updated best practice and resource centers. (Franchise Agreement, Section 7.1).

2. We will provide you with initial training which consists of completing the required sections of the Playbook. This initial training is to be completed within two (2) weeks of signing the Franchise Agreement. You will not be authorized to participate in group marketing activities or any meetings with current or potential Focus CFO clients until this initial training is completed. The initial training program is mandatory and must be completed to our satisfaction. (Franchise Agreement, Section 7.1.1).

3. We will provide approval to begin participating in marketing and development opportunities and/or provide services to Focus CFO clients within one to four weeks after signing the Franchise Agreement. The factors that may affect this time are: your background check; whether you currently own the office equipment and supplies necessary to conduct business; and how quickly you can develop your client base. Becoming a Franchisee does not guarantee Franchisees will be able to develop a book of business. While we provide access to training and various other programs to support our Franchisees, the development of an area is contingent on the ability of each Franchisee to successfully implement the Focus CFO System, the needs of the Focus CFO clients in the area, and the ability of the Franchisee to develop Focus CFO clients. It is anticipated that you will commence operating your franchised business within four weeks of signing the Franchise Agreement.

4. Grant you a specific geographic region in which to operate your franchised business, which is a One Hundred (100) mile radius from your business address. However, our approval of a specific site within this territory in which you will operate your business is not required. We do not provide any assistance in selecting an office for your business, obtaining required permits for an office, and constructing, remodeling or decorating the premises. (Franchise Agreement, Section 3.1).

5. Provide you access to our IT vendor in order for you to purchase the required package of IT services. (Franchise Agreement, Section 9, Attachment G).

6. Provide you with Focus CFO apparel and Focus CFO logo pins which can be attached to clothing and a starting inventory of approved marketing and advertising collateral. (Franchise Agreement, Section 9.5).

Continuing Assistance

During the operation of the franchised business, we will:

1. Provide access to marketing, literature, brochures, sales tools, business cards, placement on the Focus CFO website, and other marketing initiatives that we deem appropriate for the Focus CFO System to promote ongoing sales, marketing, and client service activities. (Franchise Agreement, Section 14).

2. Provide access to standard proposal and contract documents and materials. Focus CFO will enter into the professional service agreements with the clients. (Franchise Agreement, Section 6.8, 7.5, Att. F).

3. Provide access to Focus CFO's Playbook. (Franchise Agreement, Section 6, 7.1).

4. Provide opportunity to participate in a coordinated effort in the area of business development regarding strategies for contacting potential clients and networking sources. (Franchise Agreement, Section 6).

5. Provide resources and suggestions to assist you with business development activities. (Franchise Agreement, Section 6).

6. Provide ongoing training and updates in areas such as business development, client delivery, or other relevant industry topics; this training will be either virtual or at a location within the United States. You will be responsible for any travel and lodging expenses required to attend the training. (Franchise Agreement, Section 6, 7, Att. C).

7. Provide back office administrative support resources including billing and collections. (Franchise Agreement, Section 6.8).

8. Provide optional business insurance coverage, subject to limitations and indemnification provisions. (Franchise Agreement, Section 10).

9. Conduct assessments to ensure the work provided by Focus CFO Franchisees is consistent with the Focus CFO System and Focus CFO Marks. (Franchise Agreement, Section 7.4, Att. D).

All services and materials described above are specifically determined and coordinated by us.

Marketing

We will promote the Focus CFO Marks and Focus CFO System through the use of advertising or by such other means and such times and in such manner and amount as we shall, in our sole discretion, deem appropriate. We will provide you with business cards and placement on the Focus CFO website. We may provide additional marketing, literature, brochures, sales tools, and workshop and presentation materials as we deem appropriate and in our sole discretion.

You may develop advertising materials for your own use, at your own cost. However, we must approve the advertising materials in advance and in writing. You may not use your own advertising materials unless you have received written notice of approval from us.

You must obtain our written authorization if you desire to have any marketing materials, including an internet presence, or any email campaigns utilizing the Focus CFO Marks or promoting the Focus CFO Services.

We have developed a social media policy that all Franchisees are required to follow. You shall remove any online content in violation of such policy as determined by Focus CFO within twenty-four (24) hours of Focus CFO's request. You must obtain our prior written approval to create any social networking account using the Focus CFO Marks or promoting the Focus CFO Services other than your personal accounts, including without limitation, social networking accounts with LinkedIn, Facebook, Twitter and Instagram. You must comply with the written policies of Focus CFO in maintaining such social network accounts and we have the sole discretion to determine any content that needs to be removed.

We do not have an advertising council that advises us on advertising policies. We do not require you to participate in a local or regional advertising cooperative. We do not require you to participate in any advertising fund.

Computer Requirements

Franchisees are required to have a dedicated business computer to be used for business purposes. Your business computer must meet the minimum specifications as determined by Focus CFO's IT provider. We do not require a specific laptop, computer, other hardware or internet provider. However, high-speed internet access for your home office is strongly recommended.

We require all Franchisees to purchase a package of IT services selected by Focus CFO from our approved IT vendor. These services are currently provided by C-Forward and will include an Office 365 license, which includes access to Focus CFO e-mail, Microsoft Office software (Excel, Word, Outlook and PowerPoint), Microsoft Teams video conferencing platform and Microsoft OneDrive file hosting and backup service. The IT package also includes a security monitoring service of your business computer and IT support services as described in Attachment G to the Franchise Agreement.

Focus CFO will pay for the IT Services Fee from the date you sign your Franchise Agreement through December 31 of that calendar year. The Franchisee will then be responsible for the IT Services Fee for each subsequent year. The IT Services Fee is deducted by the Company from each Franchisee's compensation in January of each year. The cost of such IT services is currently approximately Six Hundred Thirty Dollars ($630) per year. We reserve the right to modify the required IT services and/or approved vendors and/or the amount of such IT Services Fee.

Currently, we estimate the cost to obtain a business computer, any related hardware or software and the required package of IT services to be $2,500 to $5,000.

We may modify any hardware and software requirements as well as any required IT services package by providing you 30 days prior notice. If your business computer does meet minimum specifications, we will require you to purchase, lease and/or license new or modified computer hardware and/or software. We estimate the annual costs of maintaining, updating or upgrading support to your required business computer system and software to be $1,500 to $3,000.

Our IT vendor will install an agent on your business computer to allow them to monitor your computer for malware and viruses which can impact the Focus CFO email system and the performance of your computer. Our IT vendor has the right to access your business computer and any non-password protected files so that they can provide IT support and these security monitoring services. Their policy is to request permission before accessing your business computer.

Focus CFO does not have any independent access to information generated or stored on your business computer.

Operating Manual

We will provide you with access to our Playbook, which contains confidential and proprietary information, once you sign the Franchise Agreement and pay the Franchise Fee. This Playbook contains mandatory specifications, standards and procedures, and rules that we periodically prescribe for Franchisees as well as continually updated best practice and resource centers that each Franchisee must comply with. We may modify the Playbook from time to time. The table of contents is attached as Exhibit E to this Disclosure Document. The Playbook is an online learning management system that typically takes 20-30 hours to review. Prior to signing this Agreement, you may request a temporary password to access the Policies and Procedures Playbook section of the Playbook upon signing a non-disclosure agreement with Focus CFO.

Training

We provide you with a training program to help you develop and operate your business as a Franchisee while protecting Focus CFO's brand and the Focus CFO Marks. The training program will not advise you on how to perform CFO Services or your day-to-day operations. The topics covered are listed in the chart below.

The initial training program starts with you completing the required sections of our confidential and proprietary Playbook which can be accessed and completed online. You will have access to the Playbook within two (2) business days of signing the Franchise Agreement and payment of the Franchise Fee. You are to complete the required sections of the Playbook within two (2) weeks of signing the Franchise Agreement. The initial training program is mandatory and must be completed to Focus CFO's satisfaction.

Franchisees are required to attend the Focus CFO Mastery Program. This program reinforces mandatory specifications, standards and procedures, and best practices introduced in the initial training in Playbook. The program consists of six 90-minute sessions held bi-weekly over a twelve-week period. Sessions are held virtually.

Franchisees are required to attend Tuesday Night Training and Best Practices Sessions during the first year. These sessions are held virtually on the second Tuesday of each month.

Franchisees are required to complete online cybersecurity training that we provide to you during your initial training program. This training should be completed within one (1) week of receiving a link to the training. In addition, all franchisees are subject to phishing testing campaigns conducted by Focus CFO's IT provider. If you fail the testing, you will be required to complete additional online cybersecurity training provided by us.

You are required to participate in a 12-month Sandler Sales Training program through our approved vendor, The Ruby Group, the cost of which is paid for by Focus CFO. The required program includes:

- 2-day Bootcamp;
- 16 weeks of Sales Mastery reinforcement training and coaching; and

- Minimum of eight (8) months of President's Club reinforcement training and coaching.

You are expected to begin this program within 120 days of signing the Franchise Agreement. The program starts with a 2-day Bootcamp held virtually by The Ruby Group. After the completion of Bootcamp, you will begin the Sales Mastery program which is conducted virtually and includes 90 minutes of virtual instruction held once a week for 16 weeks, plus individualized monthly one-on-one coaching sessions with an assigned Sandler coach. After the completion of Sales Mastery, you will begin President's Club which is conducted virtually and includes 90 minutes of virtual instruction held once a week, plus individualized monthly one-on-one coaching sessions with an assigned Sandler coach. You are also responsible for your own travel, lodging, food and other out-of-pocket expenses for these training programs, if applicable.

Should you elect to continue to participate in President's Club beyond the required minimum eight (8) months, you are responsible for paying 100% of the monthly costs for their extended participation. The current negotiated cost of continuing President's Club through The Ruby Group is $500 per month.

Additionally, you are invited to attend certain training meetings, some of which are mandatory, and others are optional.

- You are invited to attend an "All Hands Meeting," held once per year. This meeting is in-person at a location within the United States. You will be responsible for your own travel and lodging expenses.

- You are invited to attend "All AP" training and planning sessions currently held twice per year. Two sessions are held in person at a location in the United States. You are responsible for your own travel expenses for these sessions if you choose to attend.

- You are invited to attend monthly local group meetings which may either be in-person in your local region or virtual. You are responsible for your own travel expenses for these sessions.

All Franchisees are encouraged, but not required, to attend outside training to become a Certified Exit Planning Advisor (CEPA). This training is provided through the Exit Planning Institute (EPI). The training consists of a 5-day executive style program which is conducted either virtually or in-person in Chicago, IL. After completion of the program the individual takes a certification exam in order to obtain the CEPA designation. The current cost of this program ranges from $2,100-$5,000 and will be paid directly by the Franchisee to EPI.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Initial Training[1]	20-30 hours	0	Online
Tuesday Night Training and Best Practices Sessions[2,3]	60 minutes per session; sessions are held the 2nd Tuesday each month	0	Virtual
Monthly Local Group Meetings[4]	2 hours monthly	0	Either in-person in your local region or virtual
All AP Sessions[5]	1-2 days twice per year	0	Held in-person at a location within the United States .
All Hands Meeting[5]	1 day once per year	0	A location within the United States
Sandler Sales Training[6]	2-day program to kick off then 90 min. per week for 12 months	0	Virtual
Certified Exit Planning Advisor (CEPA) Training and Certification[7]	5-day program	0	Virtual or In-person in Chicago, IL
Cybersecurity Training[8]	40 minutes, plus additional 15-45 minutes training if Franchisee fails phishing test	0	Virtual

Notes

(1) The Initial Training is online through the Playbook. Modules are conducted by Brad Martyn, Managing Member of Focus CFO Holdings, LLC, and various other members of the Focus CFO team. Brad has 20-plus years of experience in the CFO services industry and 35+ years of business experience.

(2) David Bourke and Brian Ford, both Focus CFO's Directors of CFO Support, and Jim Gilbride and Mike Derringer, both Focus CFO's Directors of Area President Support, co-lead the Tuesday Night Training and Best Practices Sessions. David has 15 years of experience with Focus CFO and 25+ years of experience in finance and C-suite level leadership. Brian has 4 years of experience with Focus CFO and 14 years of experience in finance and C-suite level leadership. Jim has 10 years of experience with Focus CFO and 25+ years of business experience. Mike has 18 years of experience with Focus CFO and 20+ years of experience in finance.

(3) From time to time, Focus CFO may hold "in person" best practices sessions. If you choose to participate in these sessions, you will be responsible for any travel and lodging expenses.

(4) Local Group Meetings are conducted by the local Focus CFO Area Presidents, each of whom have at least 25 years' experience as a business leader.

(5) All AP Sessions and All Hands Meetings are conducted by Brad Martyn and/or Jim Gilbride and Brian Ford.

(6) Sandler Sales Training is conducted by our approved vendor, The Ruby Group, a franchisee of the Sandler Systems, Inc.

(7) CEPA Training is conducted by our approved vendor, The Exit Planning Institute.

(8) Cybersecurity training is provided by Focus CFO through our IT vendor.

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.

You will receive a specific geographic territory to conduct your business, which will generally be within the area of the address of your franchised business. We may allow multiple Franchisees to operate within the same territory. You will be expected to work in a collaborative manner with other Franchisees within your territory. Your territory will be a One Hundred (100) mile radius of the address of your franchised business, but you may be authorized to offer services outside of that range with the consent of Focus CFO. You may face competition from other Franchisees in your territory for Focus CFO clients and potential clients, however, Franchisees and Focus CFO work together to coordinate these efforts in each market and minimize conflicts.

We do not reserve the right to use other channels of distribution (e.g., virtual services) to perform similar services within your geographic territory. Neither Focus CFO nor any affiliate of Focus CFO operates or plans to operate a business (including a franchise business), under different trademarks that will sell the same services as provided by Focus CFO.

We must approve any request to relocate your business. We will not unreasonably withhold our consent. The factors that we consider in approving the request to relocate include the proposed geography in which you desire to relocate and the potential market for clients.

ITEM 13

TRADEMARKS

Focus CFO grants Franchisees the non-exclusive right to provide CFO Services under the name "Focus CFO" and use the following marks:

You may also use any other current or future trade name, trademark, service mark or logo ("Marks") that we designate for your use, including the logo on the front of this Disclosure Document, to identify yourself as a Franchisee and in connection with providing the Focus CFO services. The Marks are either owned by Focus CFO or The CFO Company, LLC, a subsidiary of Focus CFO Holdings, LLC and licensed to be used by Focus CFO and our Franchisees. The identified trademark was registered on the United States Patent and Trademark Office ("USPTO") principal register on August 31, 2012 as Number 85/718,505. We have filed the necessary affidavits and renewal applications for the trademarks as required by the USPTO.

We know of no effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator or any state trademark administrator or any court, state or federal, involving or regarding our use of the Marks. We know of no pending infringement opposition or cancellation proceeding. We know of no pending material federal or state court litigation, regarding our use or ownership of the Marks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise. We know of no infringing or prior superior uses that could materially affect the use of the Marks in any state.

You must follow our rules when you use these Marks. You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols except for those which Focus CFO licenses to you. You may not use Focus CFO's registered name in connection with the sale of unauthorized products or services or in a manner not authorized in writing by Focus CFO.

You must notify Focus CFO immediately when you learn about an infringement of or challenge to your use of our trademark. Focus CFO will take the action we think appropriate. Focus CFO will defend any action brought against you to the extent that it is based on a claim that the trademark infringes upon the rights of a third party, valid and enforceable in the jurisdiction where the trademark is used, provided you notify us promptly in writing of any such claim. We have sole control of the defense and all negotiations for the settlement or compromise of such claim, and you shall cooperate with us in the defense or settlement of any claim. Focus CFO shall have no obligation to you for any claim of infringement based on a trademark that has been modified by a party other than Focus CFO, your use of the trademark with non-Focus CFO products or

services, or your use of the trademark in a manner otherwise prohibited by the Franchise Agreement.

You must modify or discontinue the use of a trademark if Focus CFO modifies or discontinues it. We will have no liability or obligation, and you will have no right to compensation or otherwise, because of any discontinuation, modification or change. You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents that are material to the franchise. We do not have any pending applications that are material to the franchise.

We claim copyright protection for certain materials including, our Playbook, other training materials prepared by us, advertising and promotional materials, standard proposal and contract documents, professional services agreements and related materials that we produce. We have not registered any of these materials with the Copyright Office of the Library of Congress. These materials are proprietary and confidential and are our property. You may use them only as long as you are a franchisee and only as provided in the Franchise Agreement. We will have no liability or obligation to compensate you because of the discontinuation, modification or change of any item.

There are currently no effective determinations of the United States Copyright Office or any court regarding any of our materials, nor are any proceedings pending, nor are there any currently effective agreements between us and third parties pertaining to our copyrighted materials that will or may significantly limit your use of our materials. We are not aware of any infringing uses of these materials that could materially affect your use of these materials. We are not required by any agreement to protect or defend any copyrights.

We will be disclosing to you certain information we believe to be confidential or proprietary information and trade secrets. This will be included in our Playbook, training materials prepared by us, proposal and contract documents, professional services agreements and in other materials we provide you. You may use these materials in the matter we approve only in the operation of your business during the term of the Franchise Agreement. You may not use these materials in any other way for your own benefit, or communicate or disclose them to, or use them for the benefit of, any other person or entity. These materials include all trade secrets, knowledge or know-how, confidential information, advertising, marketing, forms, administrative support systems, supplier information, training and methods of operation. You may disclose this information only to the extent necessary to operate your business, and only while the Franchise Agreement is in effect. You must also promptly tell us when you learn about unauthorized use of this proprietary information. Focus CFO is not obligated to take any action but will respond to this information as we think appropriate.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

Focus CFO only permits entities to become Franchisees. You will be required to execute the Franchise Agreement as a limited liability company or similar entity, and own 100% of such entity. You must directly participate in and supervise the franchise business as the identified Area President. You must successfully complete our initial training program to our satisfaction before you commence operation of your business. You are required to devote sufficient time and effort to your business pursuant to the Franchise Agreement and your failure to do so could result in termination of your Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must comply with our rules, policies and procedures in the Franchise Agreement, Playbook and any other materials and information provided by Focus CFO and may only offer and sell those services that we have approved.

You have limitations on the types of services which you can provide in order to provide consistency with the System and the brand. The approved services include developing an Area Plan, which includes coordinating group marketing activities, lead generation, developing a client base, and supporting the recruitment of CFOs in your local area. We may change or modify the scope of approved services and there is no restriction on Focus CFO to make such changes.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists 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 Agreement**	**Summary**
a. Term of the franchise	Section 2.1	Term is 10 years.
b. Renewal or extension of the term	Section 2.2	If, upon expiration of the Initial Term of the franchise, you are still performing as an Area President then you shall have the right to renew the franchise if certain conditions are met.
c. Requirements for you to renew or extend	Section 2.3	(i) subject to state law, you execute general releases in a form similar to that in Exhibit G; (ii)

Provision	Section in Franchise Agreement	Summary
		you have complied with all provisions of the Franchise Agreement; (iii) you have satisfied all Performance Standards as set forth in Attachment E to the Franchise Agreement; (iv) you are not in default of any provisions of the Franchise Agreement or any other agreement between Franchisee and Focus CFO; and (v) we reserve the right to have you sign a new Franchise Agreement which may have terms that are materially different and may require additional training and certification requirements. No additional franchise fee is required to be paid by you to renew your franchise.
d. Termination by you	Section 11.1	If you decide to terminate the Franchise Agreement, you will give at least sixty (60) days' notice prior to such termination.
e. Termination by Focus CFO without cause	None	Focus CFO does not have the right to terminate without cause.
f. Termination by Focus CFO with cause	Section 11.2, 11.3	We may terminate the Franchise Agreement if you default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
g. "Cause" defined - defaults which can be cured	Section 11.3	You breach any provision of the Franchise Agreement or any other agreement with Focus CFO or any Focus CFO affiliate and you fail to cure the breach within thirty (30) days. You fail to meet Focus CFO's Performance Standards and such failure continues after receiving thirty (30) days' notice from Focus CFO of such failure to meet the standard, or you accumulate three (3) violations of any individual or combination of the standards, which include: (i) you must comply with Focus CFO's policies as outlined in the Playbook; (ii) you must participate in, or attend, at least 75% of the total required training sessions held by Focus CFO; (iii) you must consistently demonstrate, follow, and abide by, the Company's Core Values as outlined on Focus CFO's website and in the Playbook; (iv) you must regularly collaborate

Provision	Section in Franchise Agreement	Summary
		with other Area Presidents and CFOs in your territory; (v) you must demonstrate an ability to follow the Company's core processes and procedures related to business development, new client acquisition, ongoing client support and client retention; (vi) you must not be negligent in the performance of the duties as outlined in the Franchise Agreement or as a result of any Focus CFO client arrangement; (vii) you must follow the policies or directives of Focus CFO, any Focus CFO affiliate or a Focus CFO client, as such policies or directives are established from time to time after written notice by Focus CFO.
h. "Cause" defined - defaults which cannot be cured	Section 11.2, 12.1.6	(i) You become insolvent; (ii) You file a petition in bankruptcy; (iii) You make an assignment for the benefit of your creditors; (iv) You take action or inaction that defames or disparages Focus CFO; (v) You engage in any act of dishonesty, misrepresentation, material neglect of duty, or willful misconduct in connection with the performance of your duties or responsibilities required pursuant to the franchise agreement; (vi) you engage in any behavior that caused physical, mental or emotional harm to an individual or property or behavior which is coercive, threatening, abusive, exploitive, harassing (including sexual, verbal or physical harassment) or which is otherwise inappropriate in a workplace or professional environment; (vii) you make any unauthorized use of the Focus CFO Marks or unauthorized use or disclosure of any confidential information of Focus CFO; (viii) you engage in or is accused of the commission of an act or omission constituting or involving fraud, embezzlement or other crime which could affect the reputation of Focus CFO, the Focus CFO System or the Focus CFO Marks or you are charged with or indicted for a felony, or convicted of a misdemeanor offense involving moral turpitude; (ix) you fail to comply with any applicable federal, state or local regulations or

Provision	Section in Franchise Agreement	Summary
		laws relating to the Franchise, the CFO Services or Focus CFO's business. With respect to a Transfer of the Franchisee's Book of Business, the Franchise Agreement will immediately terminate twelve (12) months from the date of transfer if not terminated earlier. Focus CFO is not required to give you prior notice or the right to cure for these events.
i. Your obligations on termination/non-renewal	Sections 11, 13, 15	Return of all information, including confidential and proprietary information, including without limitation that related to our clients, potential clients, standard documents or templates, bulk marketing materials, policies or procedures, clients or contacts, including original materials, photocopies, databases, computer files that you receive either from Focus CFO, directly or indirectly, including from our service providers, or from our clients or prospective clients. Comply with non-solicitation and non-compete clauses. Not use or disclose Focus CFO confidential information. Indemnify Focus CFO for breaches, untrue representations, negligence or intentional misconduct.
j. Assignment of contract by Focus CFO	Section 12	No restriction on Focus CFO's right to assign.
k. "Transfer" by you – definition	Section 12, Att. A	"Transfer" shall mean to sell, convey or otherwise dispose of franchisee's Book of Business
l. Focus CFO's approval of transfer by Franchisee	Section 12.1	Area Presidents are permitted to transfer their franchise to another Area President under certain conditions.

Provision	Section in Franchise Agreement	Summary
m. Conditions for Focus CFO approval of assignment	Section 12.1	(i) Focus CFO provides consent in writing to the transfer; (ii) Area President who desires to transfer their franchise ("Transferring Area President") has been a Franchisee for at least two (2) years and developed a Book of Business of at least $500,000 of collected (cash basis) revenue during the twelve (12) months preceding the desired transfer; (iii) Transferring Area President has identified another individual who is either an existing Focus CFO Franchisee prior to the transfer and not in breach of his or her Franchise Agreement or is willing to enter into the then current Franchise Agreement; (iv) Transferring Area President provides at least 90 days' written notice of Transfer to Focus CFO if the Transfer is to an existing Franchisee and at least 120 days' notice if to a new Franchisee; (v) Transferring Area President and Recipient Area President shall provide Focus CFO a summary of all the material terms and conditions upon which the Transfer is to be made; (v) Transferring Area President executes a general release. Transferring Area President's Franchise Agreement automatically terminates twelve (12) months from the date of transfer, if not terminated by the Transferring Area President at the date of transfer.
n. Focus CFO's right to first refusal to acquire your business	None	
o. Focus CFO's option to purchase your business	None	
p. Your death or disability	Section 11	Franchise Agreement is terminated.
q. Non-competition covenants during the term of the franchise	Sections 13.1	During the entire term of the Franchise Agreement and any successor franchise terms, you are not permitted to advertise, promote, offer to provide or provide services which are competitive with Focus CFO's business to a third party. You are, however, free to be involved in other business activities, provided you are able to fully satisfy the Performance Standards required by the Franchise Agreement and are in

Provision	Section in Franchise Agreement	Summary
		compliance with Attachment E to the Franchise Agreement.
r. Non-competition covenants during and after the franchise is terminated or expires	Section 13.2, 13.3	During the term of the Franchise Agreement and for two years after the termination or expiration of the Franchise Agreement, you will not solicit other Franchisees to join you in another business and you will not directly or indirectly work for a Focus CFO client or prospective client. For a period of two (2) years after expiration or early termination of the Franchise Agreement or any successor Franchise Agreement, unless authorized in writing by Focus CFO, you may not (i) advertise, promote, offer to provide or provide services which are competitive to Focus CFO's business on behalf of any third party within the assigned territory; or (ii) advertise, promote, offer to provide or provide services to any Focus CFO client that you have previously served regardless of location.
s. Modification of the agreement	Section 16	Except for the Attachments, no amendment or modification of the Franchise Agreement shall be valid unless such amendment or modification is expressed in a written instrument duly executed by the parties.
t. Integration/merger clause	Section 16	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17	Except for claims relating to the Focus CFO Marks, confidential information, trade secrets, and covenants not to compete, and subject to state law, all disputes must be arbitrated in Franklin County, Ohio.
v. Choice of forum	Section 17	Litigation must be in Franklin County, Ohio (subject to applicable state law).
w. Choice of law	Section 17	Ohio law applies (subject to applicable state law).

ITEM 18

PUBLIC FIGURES

We currently do not use any public figure to promote our franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) 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 representation about a Franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with 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 David Tramontana, President of Focus CFO, 575 Charring Cross Drive, Suite 102, Westerville, Ohio 43081, d.tramontana@focuscfo.com, (614)-944-5760, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

SYSTEM WIDE OUTLET SUMMARY FOR YEARS 2021-2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	92	105	+13
	2022	105	126	+21
	2023	126	82	-44
Company Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	92	105	+13
	2022	105	126	+21
	2023	126	82**	-44*

*Effective April, 1, 2023, due to the evolution of our system, we no longer offer franchise opportunities to individuals wishing to operate as a CFO. Focus CFO offered all existing Franchisees who were operating as CFOs under a Franchise Agreement the opportunity to terminate their Franchise Agreement and execute a License Agreement. From April 1 through December 31, 2023, 43 CFOs who were Franchisees mutually terminated their Franchise Agreement with Focus CFO and signed new License Agreements.

** The 82 Outlets open as of December 31, 2023 consist of 35 franchises operated as Area Presidents and 47 operated as CFOs.

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR FOR YEARS 2021-2023*

State	Year	Number of Transfers
Total	2021	0
	2022	0
	2023	0

*No Franchise Agreements have been transferred to a new Franchisee for any Franchisee who ceased to do business and/or terminated their franchise agreements during the years 2021 through 2023.

[Remainder of page is intentionally left blank]

STATUS OF FRANCHISE OUTLETS FOR YEARS 2021-2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
IN	2021	0	3	0	0	0	0	3
	2022	3	2	0	0	0	1	4
	2023	4	1	0	0	0	2	3
KY	2021	2	2	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
MI	2021	6	3	0	0	0	1	8
	2022	8	4	0	0	0	0	12
	2023	12	1	0	0	0	4	9
NC	2021	4	1	0	0	0	0	5
	2022	5	2	0	0	0	1	6
	2023	6	1	0	0	0	1	6
OH	2021	69	10	0	0	0	6	73
	2022	73	14	0	0	0	6	81
	2023	81	3	0	0	0	42	42
PA	2021	8	2	0	0	0	0	10
	2022	10	2	1	0	0	0	11
	2023	11	0	0	0	0	2	9
SC	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	3
	2023	3	2	0	0	0	2	3
TN	2021	3	1	1	0	0	1	2
	2022	2	3	1	0	0	0	4
	2023	4	0	0	0	0	2	2
WI	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
NV	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
VA	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Total	2021	79	25	6	0	0	6	92
	2022	105	31	2	0	0	8	126
	2023	126	11	0	0	0	55	82

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2021-2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Total	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

PROJECTED OPENINGS FOR THE NEXT FISCAL YEAR

	Franchise Agreement Signed but Outlet Not Yet Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Indiana	0	1	0
Kentucky	0	1	0
Michigan	0	1	0
North Carolina	0	1	0
Ohio	0	1	0
Pennsylvania	0	1	0
South Carolina	0	1	0
Tennessee	0	1	0
Virginia	0	1	0
Florida	0	1	0
Georgia	0	1	0
Wisconsin	0	1	0
Totals	0	12	0

Exhibit F contains a list of all Franchisees as of December 31, 2023. Exhibit F also contains a list of all Franchisees who had a Franchise Agreement terminated or who otherwise voluntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year. If you buy this franchise, your contact information may be disclosed to buyers when you leave the Focus CFO System.

In some instances, current and former Franchisees may sign provisions restricting their ability to speak only about their experience with Focus CFO. You may wish to speak with current and former Franchisees but be aware that not all such Franchisees will be able to communicate with you.

We are not aware of any trademark-specific franchisee organizations associated with our franchise system.

ITEM 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit D are our audited consolidated financial statements as of December 31, 2023, 2022 and 2021. Our fiscal year end is December 31.

ITEM 22

CONTRACTS

The only agreement proposed for use regarding the offering of a franchise is the Franchise Agreement attached hereto as Exhibit C and incorporated herein by this reference. In addition, the following additional documents are attached hereto: Sample Form of General Release (Exhibit G), Franchisee Disclosure Questionnaire (Exhibit H) and Multi-State Addenda (Exhibit I).

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

We provide no other contracts or agreements for your signature.

ITEM 23

RECEIPT

Our copy and your copy of the Disclosure Document Receipts are located on the last 2 pages of this Disclosure Document.

EXHIBIT A TO FRANCHISE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS

California Department of Business Oversight 1515 K. Street, Ste. 200 Sacramento, CA 95814-4052 (916) 445-7205 Suite 750 320 West 4th St. Los Angeles, CA 90013 (213) 576-7505 1350 Front Street San Diego, CA 92101 (619) 525-4044 One Sansome St., Ste. 600 San Francisco, CA 94104 (415) 972-8559	Michigan Michigan Department of Attorney General Consumer Protection Division Attn.: Franchise Unit 525 W Ottawa Street G Mermen Williams Building, P* Floor Lansing, Michigan 48933 (517) 373-7117
Hawaii Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Department of Commerce & Consumer Affairs 335 Merchant Street, Rm. 205 Honolulu, Hawaii 96813 (808) 275-2677	Minnesota Minnesota Department of Commerce 85 7th Place East, Suite 280 St Paul, Minnesota 55101-2198 (651) 296-4026
Illinois Office of Attorney General Franchise Division 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	New York Office of the New York State Attorney General Investor Protection Bureau Attn: Franchise Section 120 Broadway, 23rd Floor New York, NY 10271-0332 (212) 416-8236
Indiana Secretary of State, Franchise Section Indiana Securities Division 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	North Dakota North Dakota Securities Department 600 East Boulevard Avenue State Capitol - 5th Floor Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
Maryland Office of the Attorney General Division of Securities 200 St Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	Oregon Oreg. Dept. of Consumer and Business Serv 350 Winter St., NE, Rm. 410 Salem, OR 97310-3881

Rhode Island Division of Securities Department of Business Regulation John O Pastore Center, Building 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9585	
South Dakota Department of Labor and Regulation Division of Securities 445 East Capitol Ave. Pierre, SD 57501 (605) 773-4823	
Virginia State Corporation Commission Division of Securities and Retail Franchising 1300 East Mam Street 9th Floor Richmond, Virginia 23219 (804) 371-9051	
Washington Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760	
Wisconsin Department of Financial Institutions Division of Securities 201 W Washington Avenue, Suite 300 Madison, Wisconsin 53703 (608) 261-9555	

EXHIBIT B TO THE DISCLOSURE DOCUMENT
LIST OF AGENTS FOR SERVICE OF PROCESS

California Commissioner of Business Oversight Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013	New York Attention New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
Hawaii Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813	North Dakota Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol - 5th Floor Dept. 414 Bismarck, North Dakota 58505-0510
Illinois Attorney General of the State of Illinois 500 South Second Street Springfield, Illinois 62706	Rhode Island Division of Securities Department of Business Regulation John O Pastore Center, Building 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920
Indiana Secretary of State 302 West Washington, Room E-111 Indianapolis, Indiana 46204	South Dakota Director of the Division of Securities Department of Labor and Regulation 124 S Euclid Ave, Suite 104 Pierre, South Dakota 57501
Maryland Maryland Securities Commissioner 200 St Paul Place Baltimore, Maryland 21202	Virginia Clerk of the State Corporation Commission 1300 East Mam Street 1st Floor Richmond, Virginia 23219
Michigan Michigan Department of Attorney General Consumer Protection Division Franchise Section 525 W Ottawa Street G Mermen Williams Building, 1st Floor Lansing, Michigan 48913	Washington Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501
Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 500 St Paul, Minnesota 55101-2198	Wisconsin Commissioner of Securities Dept. of Financial Institutions, Div. of Securities 4822 Madison Yards Way, North Tower Madison, WI 53075

EXHIBIT C TO THE DISCLOSURE DOCUMENT

FOCUS CFO GROUP, LLC

FRANCHISE AGREEMENT

FOCUS CFO GROUP, LLC
FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") made this _____ day of _____, 20__ ("Effective Date"), is by and between Focus CFO Group, LLC ("Focus CFO", "us" or "our") and _____ ("Franchisee," "you" or "your"), and _____ an individual (the "Equity Owner"). Focus CFO, Franchisee and Equity Owner are all bound to the terms of this Agreement. Franchisee and Equity Owner may be referred to collectively below as "Franchisee" or "Area President." This Agreement will not be effective until it has been countersigned by Focus CFO and delivered to Franchisee and Franchisee has paid the Franchise Fee as described below.

PREAMBLES

WHEREAS, Focus CFO provides Chief Financial Officer services on a fractional basis ("CFO Services") primarily to small and medium size businesses using Focus CFO Licensees (referred to herein as "CFO" or "Licensee") to perform the CFO Services. As a result of considerable expenditure of time, effort and money, Focus CFO has developed and owns a unique system of providing fractional CFO Services (the "Focus CFO System" or "System") which is operated under certain unique and publicly recognized trademarks, service marks, logos and other commercial symbols including without limitation, the mark "Focus CFO®" ("Focus CFO Marks" or "Marks"). The Focus CFO System includes a variety of proprietary and confidential business methods, techniques, formats, designs, specifications, standards and procedures prescribed by or approved by Focus CFO, all of which may be improved further, developed or otherwise modified from time to time by Focus CFO; and

WHEREAS, Focus CFO grants to qualified business entities a right to own a Focus CFO Franchise and to market and offer CFO Services using the Focus CFO Marks as a Focus CFO Area President;

WHEREAS, Franchisee desires to acquire a Focus CFO Franchise and represents that Franchisee's Equity Owner has the skills to perform as an Area President;

WHEREAS, Franchisee understands and acknowledges the importance of Focus CFO's high and uniform standards of quality, operations and service and the necessity of operating its services in strict conformity with the Focus CFO System; and

WHEREAS, the defined terms herein have the definitions set forth in Attachment A.

NOW, THEREFORE, Focus CFO and Franchisee, intending to be legally bound, agree as follows:

1. GRANT OF FOCUS CFO FRANCHISE

1.1. Subject to the provisions of this Agreement, Focus CFO grants to Franchisee the non-exclusive right to join Focus CFO as an independently operated business using the Focus CFO System and Focus CFO Marks (the "Franchise").

1.2. Focus CFO requires that Franchisee enter this Agreement as a business entity such as a limited liability company or similar entity (collectively, the "Entity") and such entity shall have one equity owner who shall serve as an Area President. Franchisee shall obtain legal and tax advice with respect to this issue.

1.3. Franchisee's Equity Owner shall operate the Franchise as an Area President, working to generate new clients using Focus CFO's client development system and processes. Except as set forth in Section 1.4, the Area President does not perform the CFO Services for clients of Focus CFO. Rather, CFO Services will be performed by CFOs who have a non-exclusive license with Focus CFO to perform authorized CFO Services using the Focus CFO Marks to clients who have signed a Professional Services Agreement with Focus CFO.

1.4. If Franchisee expresses an intent to provide CFO Services, Franchisee may either: (i) perform CFO Services on a limited basis as a CFO, as set forth in Attachment B Section 1.F.i., under a separate CFO Licensing Agreement while maintaining its status as an Area President under this Agreement; or (ii) terminate this Agreement and its right to operate as an Area President and apply with Focus CFO to acquire a non-exclusive license to operate as a CFO under a Focus CFO Licensing Agreement. Under this Section 1.4(ii), Focus CFO will not refund any difference, if applicable, between the Franchise Fee paid by Franchisee under this Agreement and any payment required to obtain a non-exclusive license.

1.5. As a condition to executing this Agreement, Focus CFO will conduct a background check on Franchisee and its Equity Owner. The background check generally takes seven (7) days to process, but it may take longer. Focus CFO will initiate the background check concurrent with providing Franchisee with a copy of the Franchise Disclosure Document. If Focus CFO receives an unsatisfactory background check prior to Franchisee executing this Agreement, Focus CFO's offer for Franchisee to execute this Agreement will be null and void. If Focus CFO receives an unsatisfactory background check after Franchisee executes this Agreement, the Agreement shall terminate immediately and Franchisee's Franchise Fee will be fully refunded.

1.6. If Franchisee is a Certified Public Accountant ("CPA") or has been a licensed CPA in the past, Franchisee agrees not to represent itself as a CPA in any way in connection with the marketing or offering of CFO Services under the Focus CFO Marks. Franchisee also agrees not to use other forms of professional accounting certifications, or certifications common to public accounting firms, including but not limited to, Charter Accountant ("CA") or similar designations in conjunction with marketing and offering CFO Services under the Focus CFO Marks. Specifically, Franchisee agrees not use these designations on business cards, resumes, Focus CFO website, their personal LinkedIn page, or in any other way. Franchisee understands and agrees that Focus CFO's restriction on the use of these designations is necessary to protect the Focus CFO System and Focus CFO Marks in order to prevent confusion in the market between CFO Services and other regulated accounting services and does not provide Focus CFO with any control over the Franchisee's day-to-day operations.

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1.7. Termination of this Agreement shall constitute a termination of the Franchise.

2. TERM AND RIGHT TO RENEW

2.1. This Agreement and the Franchise will have an initial term of ten (10) years from the Effective Date (the "Initial Term"), unless earlier terminated pursuant to Section 11.

2.2. Subject to the provisions of Section 2.3, Franchisee shall have the right to renew the Franchise, without payment of an initial Franchise Fee, on the terms and conditions contained in Focus CFO's then-current Franchise Agreement.

2.3. Franchisee's right to renew the Franchise is conditioned on the following:

2.3.1. Prior to the commencement of the renewal term, Franchisee executes general releases (to the extent permitted by applicable law), of any and all claims arising during or out of the Initial Term of this Agreement against Focus CFO and its officers, directors, employees, agents, parent corporations and affiliates;

2.3.2. Franchisee has satisfied all Performance Standards as specified in Attachment E to the Franchise Agreement; and

2.3.3. Franchisee is not in default of any provision of this Agreement or any other agreement with Focus CFO.

2.4. To renew the Franchise, Franchisee shall execute Focus CFO's then-current Franchise Agreement (with appropriate modifications to reflect the fact that the agreement relates to the renewal of the Franchise) which may contain terms that are materially different than the terms of this Agreement and require additional training and certification requirements. Failure to sign such agreement shall be deemed an election by Franchisee not to renew the Franchise. Subject to the provisions of Section 12, below, Franchisee has the option to Transfer its Book of Business (as defined in Attachment A) to another franchisee at the end of the Initial Term. At its option, Focus CFO may elect to extend the term of this Agreement rather than entering into a new franchise agreement.

3. TERRITORY AND OFFICE

3.1. Territory. Franchisee will receive a non-exclusive geographic territory for the operation of its Franchise (the "Territory"). The Territory will be defined as a One Hundred (100) mile radius surrounding the business address of the Franchisee as provided by Franchisee in Section 16.3. Franchisee will perform marketing and client activities within this Territory. Other franchisees will likely be operating in the Territory. Thus, Franchisee will likely face competition from other franchisees for Focus CFO clients and potential clients. However, Franchisees are required to work together within each Territory in a collaborative and supportive manner and coordinate efforts in each Territory to minimize conflicts. Franchisees are authorized to

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collaborate with other franchisees and CFO licensees in other territories on client opportunities as opportunities arise.

3.1.1. Franchisee shall not perform marketing activities outside of its Territory without the written approval of Focus CFO. Franchisee may pursue potential clients referred to it outside of its Territory.

3.2. Office. Franchisee will operate out of a home office or an office that Franchisee provides at its own expense. Office supplies and equipment necessary to operate the Franchise is discussed in Section 9 of this Agreement.

4. FRANCHISE FEE AND ONGOING FEES

4.1. Upon execution of this Agreement, Franchisee shall pay Focus CFO a lump sum initial franchise fee (the "Franchise Fee"). The Franchise Fee consists of (i) a payment of Thirteen Thousand Dollars ($13,000) to obtain this Franchise; and (ii) a one-time training fee of Fifteen Thousand Dollars ($15,000). This Franchise Fee is payment for authorizing Franchisee to join the Focus CFO System and receive training as set forth in this Agreement. In exchange for the Franchise Fee, Franchisee will receive ongoing direction and support from Focus CFO as set forth in this Agreement and be permitted to utilize the Focus CFO System and the Focus CFO Marks.

4.2. The Franchise Fee will not be financed by Focus CFO and cannot be paid in installments, deferred or deducted from future compensation payments. Franchisee will not be permitted to engage with Focus CFO, use the Focus CFO Marks or provide services to Focus CFO clients until the full Franchise Fee is received by Focus CFO.

4.3. This Agreement is hereby void if payment of the Franchise Fee in its entirety is not made within three (3) days of signing the Franchise Agreement by the Franchisee.

5. REFUNDS

5.1. If this Agreement terminates because of an unsuccessful background check as determined by Focus CFO in its discretion as described in Section 1.5, above, Focus CFO will refund the Franchise Fee in full.

5.2. If Franchisee terminates this Agreement as set forth in Section 11.1, the Franchise Fee will not be refunded.

5.3. If Focus CFO terminates this Agreement for "Cause" as defined in Section 11.2, Focus CFO will not refund the Franchise Fee.

5.4. If Focus CFO terminates this Agreement for "Failure to Perform" as defined in Section 11.3, Focus CFO will not refund the Franchise Fee.

5.5. If Franchisee elects not to renew this Agreement, the Franchise Fee will not be refunded.

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5.6. If the Franchise does not renew or extend due to Franchisee's failure to meet the conditions set forth in Section 2.3, the Franchise Fee will not be refunded.

5.7. Except as outlined in this Section, no other refunds of the Franchise Fee will be given. No refunds will be made until all items in this Agreement related to any termination or separation have been satisfied by Franchisee.

6. WHAT FOCUS CFO PROVIDES

6.1. Initial training on the Focus CFO standard business development and client delivery process. The initial training program starts with Franchisee completing the required sections of Focus CFO's Playbook, which can be accessed and completed remotely. After completing the required sections, a representative of Focus CFO will meet with Franchisee to review the material.

6.2. Additional training sessions where Franchisee will interact with other franchisees and licensees in the form of Q&A sessions to reinforce the business development and client delivery processes covered in the initial training. Franchisee will be responsible for any travel and lodging expenses, if applicable.

6.3. The opportunity to participate in a coordinated business development effort for networking with referral partners and developing new clients.

6.4. The opportunity to receive best practice tips and guidance to assist with business development activities.

6.5. "All Hands Meetings" for which Franchisee will be responsible for Franchisee's own travel and lodging expenses, if applicable. All Franchisees are invited to attend these meetings, but attendance is not required.

6.6. "All AP Sessions" for which Franchisee will be responsible for covering Franchisee's travel and lodging expenses, if applicable. All Franchisees are invited to attend these sessions, but attendance is not required.

6.7. Access to the Focus CFO Playbook.

6.8. Backoffice administrative support resources including client service agreement preparation, billing and collections. General secretarial support is not provided and if required, Franchisee will need to engage such support at Franchisee's own expense.

7. FRANCHISEE'S RESPONSIBILITIES AND DUTIES

7.1. Playbook. Franchisee will have access to Focus CFO's full Playbook within two (2) business days of signing this Agreement and Franchisee's payment of the Franchise Fee.

7.1.1. Initial Training. Franchisee shall complete the required sections of the Playbook within two (2) weeks of signing this Agreement as part of Franchisee's

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initial training. Franchisee will not be authorized to participate in group marketing activities or any meetings with current or potential Focus CFO clients until Franchisee's initial training is completed.

7.1.2. Ongoing. The Playbook contains mandatory specifications, standards and operating procedures, and rules that Focus CFO periodically prescribes for Franchisees as well as continually updated best practice and resource centers. Focus CFO may, from time to time and at its sole discretion, modify, revise, amend or change the Playbook in light of Focus CFO's experience and development of the System, competitive conditions in the industry and other factors. Franchisees have the obligation to review and become familiar with , and continually review and monitor, all of Focus CFO's materials in the Playbook. Franchisee agrees to comply strictly with the Playbook and any and all modifications, amendments and revisions to such Playbook .

7.2. Other Training – Initial and Ongoing. Franchisee is required to attend, and successfully complete certain training programs as set forth in Attachment C. Franchisee is also encouraged to attend other optional training opportunities recommended by Focus CFO, which are also set forth in Attachment C.

7.3. Work Week Calendar. Franchisee must keep its work calendar on Focus CFO's Microsoft O365 calendar. This allows Focus CFO to coordinate group marketing and business activities.

7.4. Other Franchisee Responsibilities; Assessments; Performance Standards.

7.4.1. Other Franchisee Responsibilities. Franchisee shall be responsible for performing the duties and obligations set forth on Attachment D.

7.4.2. Franchisee Assessment. At any time, Focus CFO shall have the right, with or without prior notice to Franchisee, to assess whether Franchisee is complying with this Agreement, the System and the Playbook by reviewing Franchisee's activity reports, Focus CFO's performance metrics, and interviewing contacts. Franchisee shall fully cooperate with Focus CFO in connection with any such assessment. In the event that Focus CFO fails to obtain a satisfactory assessment, Franchisee may be required to attend additional training sessions at Franchisee's expense.

7.4.3. Performance Standards. Franchisee is responsible for meeting certain performance standards as outlined in Attachment E.

7.5. Client Engagement and Professional Service Agreements. The following requirements relating to engagement of Focus CFO clients are necessary to protect Focus CFO's System and the Focus CFO Marks.

7.5.1. All contracts with clients for CFO Services must be entered into by Focus CFO and not by Franchisee. Focus CFO's standard Professional Service Agreement ("PSA") is used on all client engagements. The PSAs are prepared through a centralized preparation process to ensure contractual language, pricing and terms

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adhere to Focus CFO's standards. Contract terms cannot deviate from standard document without the written consent of Focus CFO. Franchisee is responsible for coordinating the preparation, delivery, execution and proper filing of client PSAs. Franchisee is authorized to execute Focus CFO's standard PSA, as prepared and approved by Focus CFO through the centralized preparation process, on behalf of Focus CFO.

7.5.2. Acceptance of new clients is subject to approval by Focus CFO. Focus CFO will not enter into contracts with businesses or organizations that engage in activities that are not in harmony with the ethical standards of Focus CFO, requesting service outside Focus CFO's identified scope of services or will injure the quality of the Focus CFO Marks.

7.5.3. All client payments are made to Focus CFO. Focus CFO will pay Franchisee as an independent contractor from the funds received from the clients in accordance with the Compensation Policy as set forth in Attachment B.

7.5.4. Franchisee is not authorized to provide services to a prospective client until Focus CFO has received a signed copy of the full PSA (all pages) from the client. Any payments received from businesses where Focus CFO does not have a signed PSA on file, will be returned, with no payments being made to Franchisee on these amounts.

7.6. Client Delivery and Account Management. Franchisee shall notify Focus CFO if Franchisee becomes aware of any Focus CFO Licensee performing CFO Services outside the scope of the PSA.

7.7. Duty to Devote Sufficient Time and Effort. Franchisee shall devote sufficient time and effort to satisfy its responsibilities and obligations under this Agreement, including those responsibilities in this Section 7 and Attachments D.

7.8. Participation in System Promotions. Franchisee will use its best efforts to participate in any local or regional events sponsored by Focus CFO or other Focus CFO Franchisees for the purpose of promoting the Focus CFO System or the Focus CFO Marks. Franchisee shall work in a collaborative manner with other Focus CFO Franchisees to help develop and support the Focus CFO System and the Marks.

7.9. Workers' Compensation. Franchisee shall comply with all state and local workers' compensation laws and, if requested, provide a copy of Franchisee's certificate of insurance to Focus CFO.

7.10. No Authority to Bind Focus CFO. Franchisee does not have the power or authority to bind Focus CFO except as set forth in this Section 7 and provided for in Attachment F.

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8. PAYMENTS; INDEPENDENT CONTRACTOR STATUS

8.1. Focus CFO shall pay Franchisee as an independent contractor according to the current Compensation Policy. The Compensation Policy is adopted by Focus CFO management. Focus CFO has the right to modify the Compensation Policy by providing Franchisee with at least thirty (30) days' prior notice. However, Focus CFO cannot reduce the rates set forth in the then-current Compensation Policy by more than 5% per year without Franchisee's prior written consent. The current Compensation Policy is attached as Attachment B.

8.2. Franchisee is responsible for all Federal, state and local/city estimated tax payments and self-employment taxes on payments from Focus CFO. Focus CFO will remit to Franchisee compensation at a gross amount with no deduction for taxes. At the end of each year, Franchisee will receive a Form 1099 from Focus CFO.

8.3. This Agreement does not create a fiduciary relationship between the parties and nothing in this Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose.

8.4. Franchisee acknowledges and agrees that, under this Agreement, Franchisee is and will be an independent contractor. Franchisee is not an employee of Focus CFO for any purpose, most particularly with respect to any mandated or other employee benefits or insurance coverage, tax, or contributions, or requirements pertaining to withholdings, levied of fixed, by any city, state, or federal governmental agency.

9. EXPENSES AND BENEFITS

9.1. Franchisee will incur its own expenses related to a business computer and software, printer, mobile phone, internet access, meals and entertainment, travel, automobile and mileage. Franchisee will pay its own mailings and correspondence.

9.2. Franchisee is required to have a business computer. Focus CFO does not require a specific brand or model of business computer, other hardware or Internet provider. However, Focus CFO requires the business computer meet minimum specifications as determined by Focus CFO's IT provider. High-speed internet access for Franchisee's home office is strongly recommended.

9.3. Franchisee is required to pay an annual IT Services fee as outlined in Attachment G.

9.4. Franchisee shall provide its own transportation to and from networking and prospect/client meetings.

9.5. Focus CFO will provide Franchisee with five (5) Focus CFO branded shirts, or upon request, the applicable number of Focus CFO logo pins which can be attached to clothing. These should be worn to all group marketing events and to meetings with potential or new clients. Franchisee can purchase additional Focus CFO branded items

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from one of Focus CFO's authorized vendors at costs ranging from $30 to $150 per item.

9.6. Franchisee may be required to incur costs to attend required training as set forth in Section 7 and in the accompanying Attachment C.

10. LIABILITY INSURANCE; INDEMNIFICATION

10.1. Business Insurance Coverage. Focus CFO will provide Franchisee with reasonable business insurance coverage (general liability, crime, and employment practices), subject to standard limitations and indemnification provisions for a professional service business and Franchisee's ongoing compliance with Focus CFO's policies and standard operating procedures. Franchisee acknowledges and agrees that Focus CFO does not represent or warrant that such insurance coverage is adequate to protect Franchisee and nothing in this Agreement restricts Franchisee from obtaining its own insurance.

10.2. Renewal. As part the annual renewal process of the Business Insurance Coverage set forth in Section 10.1, Franchisee is required to sign an annual statement prior to the annual renewal each year certifying that Franchisee is in compliance with Focus CFO's policies and procedures and disclosing any known circumstances that could result in a legal claim against Focus CFO, which could then lead to a potential insurance claim.

10.3. Indemnification. Focus CFO will indemnify Franchisee for judgments, settlements, penalties, fines or expenses incurred in a proceeding to which Franchisee is a party because Franchisee is or was serving as an Area President of Focus CFO, unless the underlying claim is a result or related to an Adverse Event as defined below. Any indemnification required or authorized under this Section will be recoverable only out of the assets of Focus CFO, and no member, Focus CFO affiliate, or director, manager or officer of Focus CFO, or Franchisee, or Licensee will have any personal liability with respect thereto.

10.4. Adverse Event Defined. For purposes of this Agreement, an Adverse Event is deemed to have occurred if Focus CFO determines, in its sole discretion after its review of the surrounding facts and circumstances, that any one or more of the following circumstances or events applies or has occurred with respect to Franchisee: (i) Franchisee committed an act or omission constituting a felony or involving fraud, embezzlement or other criminal conduct;(ii) Franchisee failed to perform or observe any obligation or condition to be performed or observed by Franchisee under this Agreement or any other agreement with Focus CFO or a Focus CFO affiliate or the Professional Services Agreement; (iii) Franchisee engaged in any act of dishonesty, misrepresentation, material neglect of duty, or any other act that is materially harmful to Focus CFO; (iv) Franchisee failed to perform, or was negligent in the performance of, the duties imposed on Franchisee by Focus CFO; (v) Franchisee failed to follow the policies or directives of Focus CFO or a Focus CFO client, as such policies or directives are established from time to time; or (vi) Franchisee engaged in any

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behavior that caused physical harm to an individual or property or behavior which is coercive, threatening, abusive, exploitive, harassing (including sexual, verbal or physical harassment) or which is otherwise inappropriate in a workplace or professional environment.

10.5. Franchisee Indemnification. Franchisee and Equity Owner shall hold harmless, defend and indemnify Focus CFO, any affiliate of Focus CFO, all employees, officers, directors, managers, members, franchisees, licensees, successors and assigns of Focus CFO and Focus CFO affiliates (collectively "Focus CFO Indemnitees") from and against all losses, damages, fines, costs, expenses or liabilities (including reasonable attorneys' fees, costs of investigation, expert fees and disbursements and all other costs of investigation, arbitration and/or litigation, court costs, settlement amounts, judgments, and compensation for damages to Focus CFO's reputation and goodwill) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon Franchisee's: (i) violation, breach or asserted violation of any federal, state or local law, regulation or rule; (ii) the commission of an act or omission involving a felony or involving fraud, embezzlement or other criminal conduct; (iii) material breach of any representation, warranty, covenant or provision of this Agreement or any other agreement between Franchisee and Focus CFO; (iv) gross negligence or intentional acts, especially related to work performed for Focus CFO clients, (v) infringement or alleged infringement, of a third party's patent, copyright, trademark, tradename, trade secrets or other intellectual property or the misuse or disclosure of third party confidential information or (vi) any behavior causing physical harm to an individual or property or behavior which is coercive, threatening, abusive, exploitive, harassing (including sexual, verbal or physical harassment) or which is otherwise inappropriate in a workplace or professional environment. The obligations of Franchisee and Equity Owner in this Section shall expressly survive the expiration or early termination of this Agreement. Furthermore, Franchisee and Equity Owner agree that their obligations and liabilities under this Section are joint and several.

10.6. Notice. Franchisee shall give Focus CFO immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification. Focus CFO has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. Focus CFO has the right, at any time without notice, to take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Focus CFO's sole judgment, there are grounds to believe any of the acts or circumstances listed in Section 11.2 or 11.3 have occurred. Focus CFO has the right, at any time it considers appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions Focus CFO considers expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in Focus CFO's sole judgment, there are reasonable grounds to do so. Under no circumstances shall Focus CFO be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Focus CFO from Franchisee.

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11. DEFAULT AND TERMINATION

11.1. Termination by Franchisee. Franchisee may terminate this Agreement at any time with or without cause on at least sixty (60) days' written notice to Focus CFO. Notwithstanding this requirement, should Franchisee know in advance that it intends to terminate this Agreement, Focus CFO requests that Franchisee provide it with additional notice of such termination so that Focus CFO has additional time to work with Franchisee and transition Focus CFO clients to other franchisees or licensees.

11.2. Termination by Franchisor for Cause. Focus CFO has the right to terminate this Agreement effective immediately for cause upon written notice to Franchisee specifying the particulars of the circumstances forming the basis for cause. For purposes of this Agreement, "Cause" is defined as: (i) Franchisee becomes insolvent; (ii) Franchisee files a petition in bankruptcy; (iii) Franchisee makes an assignment for the benefit of its creditors; (iv) Franchisee takes action or inaction that defames or disparages Focus CFO; (v) Franchisee engages in any act of dishonesty, misrepresentation, material neglect of duty, or willful misconduct in connection with the performance of Franchisee's duties or responsibilities required pursuant to this Agreement; (vi) Franchisee engages in any behavior that caused physical, mental or emotional harm to an individual or property or behavior which is coercive, threatening, abusive, exploitive, harassing (including sexual, verbal or physical harassment) or which is otherwise inappropriate in a workplace or professional environment; (vii) Franchisee makes any unauthorized use of the Focus CFO Marks or unauthorized use or disclosure of any confidential information of Focus CFO; (viii) Franchisee engages in or is accused of the commission of an act or omission constituting or involving fraud, embezzlement or other crime which could affect the reputation of Focus CFO, the Focus CFO System or the Focus CFO Marks or Franchisee is charged with or indicted for a felony, or convicted of a misdemeanor offense involving moral turpitude; (ix) Franchisee fails to comply with any applicable federal, state or local regulations or laws relating to the Franchise, the CFO Services or Focus CFO's business.

11.3. Termination by Franchisor for Failure to Perform. Focus CFO has the right to terminate this Agreement for cause due to Franchisee's failure to meet Focus CFO's Performance Standards ("Failure to Perform").

11.3.1. Except as provided in Section 11.2, Franchisee will have thirty (30) days from receipt of notice of default from Focus CFO to cure any breach of this Agreement or any other agreement with Focus CFO or any Focus CFO affiliate. If Franchisee fails to cure the breach within the thirty (30) day period, Focus CFO will have the right to terminate this Agreement by written notice to Franchisee without any further opportunity to cure.

11.3.2. Franchisee is expected to meet certain Performance Standards as outlined in Attachment E. Focus CFO will provide written notice to Franchisee of any failure to meet these Performance Standards. If Franchisee fails to cure the default of the Performance Standards within thirty (30) days and such failure continues beyond the

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cure period, or Franchisee accumulates three (3) violations of any individual or combination of Performance Standards outlined in Attachment E, Focus CFO will have the right to terminate this Agreement by written notice to Franchisee without any further opportunity to cure.

11.4. Permanent disability or Death. Should the Equity Owner become physically or mentally disabled or unable to perform the services required by this Agreement for a period of ninety (90) consecutive days, or for an aggregate period of one hundred twenty (120) days in any one hundred eighty (180) day period, Focus CFO has a right to terminate this Agreement by written notice to Franchisee. This Agreement shall terminate immediately upon the death of the Equity Owner.

11.5. Payments upon Termination. Upon termination of this Agreement for any reason, payments due through the date of termination under Section 8 of this Agreement will be paid to Franchisee by Focus CFO, as follows:

11.5.1. So long as Franchisee's Book of Business has not been Transferred pursuant to Section 12, payments for work credited to Franchisee's Book of Business prior to the date of termination of this Agreement and collected by Focus CFO within 90 days of the termination of this Agreement will be paid to Franchisee within 120 days of termination of this Agreement.

11.5.2. If this Agreement has been terminated as a result of permanent disability or death in accordance with Section 11.4 above, payments for work credited to Franchisee's Book of Business prior to the date of termination of this Agreement will be paid to Franchisee or an estate in accordance with Section 11.5.1 above. Payment for work credited to Franchisee's Book of Business subsequent to the date of the termination of this Agreement will, by default, be paid fifty (50) percent to Franchisee or an estate and fifty (50) percent to the new Area President(s) assigned to the clients in Franchisee's Book of Business for a period of up to five (5) years from the date of permanent disability or death, that is unless an agreement as previously approved by Focus CFO exists otherwise.

11.5.3. Area Presidents performing billable services to Focus CFO clients, payments for services performed directly by Franchisee prior to the date of termination of this Agreement and collected by Focus CFO within 90 days of the termination of this Agreement, will be paid to Franchisee within 120 days of termination of this Agreement.

11.5.4. Except as set forth in this Section 11.5, no other payment shall be made to Franchisee following termination of this Agreement.

11.6. Franchisee's Obligations Upon Termination. Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

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11.6.1. Immediately cease to operate as an Area President and shall not thereafter, directly or indirectly, represent to the public, clients or hold himself/herself out as a present Franchisee or independent contractor of Focus CFO;

11.6.2. Cease to use the trade secrets, confidential information, and the Focus CFO Marks including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationary, forms and other items which display or are associated with the Marks;

11.6.3. Immediately return to Focus CFO all confidential information including but not limited to access to the Playbook, records, files, instructions, brochures, agreements, disclosure statements and any and all other materials provided by Focus CFO to Franchisee relating to the operation of Focus CFO (all of which are acknowledged to be Focus CFO's property); and

11.6.4. Comply with all other applicable provisions in this Agreement.

11.7. To the extent permitted by applicable law, Focus CFO has the right to require Franchisee to sign a release in connection with any refund of the Franchisee Fee.

12. **TRANSFER**

12.1. Franchisee may sell, convey, or otherwise transfer its Franchise ("Transferring Area President") to another individual ("Recipient Area President") so long as the following conditions are satisfied:

Conditions to Transfer by Franchisee:

12.1.1. All transfers are required to be approved by Focus CFO in writing prior to the transfer occurring.

12.1.2. The Transferring Area President must have been a Franchisee for at least (2) years and developed a Book of Business, as defined in Attachment A of this Agreement, with at least Five Hundred Thousand Dollars ($500,000) of collected (cash basis) revenue during the twelve (12) months preceding the desired Transfer;

12.1.3. The Recipient Area President (i) must be an existing Focus CFO franchisee prior to the Transfer and not be in breach of his or her Franchise Agreement or (ii) an individual interested in becoming a franchisee who enters into the then-current Franchise Agreement with Focus CFO;

12.1.4. The Transferring Area President provides to Focus CFO at least ninety (90) days' advance written notice of the Transfer if to an existing franchisee and at least 120 days' notice if to a new franchisee;

12.1.5. The Transferring Area President and the Recipient Area President shall provide Focus CFO a summary of all material terms and conditions upon which the Transfer is to be made, including but not limited to the purchase price to be paid by

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the Recipient Area President to the Transferring Area President, if any, and any agreement to split the revenue from the Book of Business among the Transferring Area President and Recipient Area President, including the percentage split and for how long; and

12.1.6. The Transferring Area President's Franchise Agreement automatically terminates twelve (12) months from the date of transfer, if not terminated by the Transferring Area President at the date of transfer. To the extent permitted by applicable law, the Transferring Area President shall execute a general release on the date of termination.

12.2. Post-Transfer Payment. Following the Transfer, Focus CFO shall be responsible for making any payments owed by Focus CFO to the Recipient Area President under the terms of the then-current Franchise Agreement. Either Focus CFO or the Recipient Area President can be responsible for making ongoing payments, if any, to the Transferring Area President, based on the written agreement of the Transferring Area President, the Recipient Area President and Focus CFO.

12.3. Consent by Focus CFO Required. The Transferring Area President shall not Transfer all or any of their interest in the Franchise or in any Book of Business, without obtaining the prior written consent of Focus CFO. Focus CFO will not unreasonably withhold its consent to the Transfer provided the above criteria has been met.

12.4. Focus CFO's right to Transfer. Focus CFO has the right to Transfer and/or assign this Agreement to any successor business entity without prior notice to, or consent of the Franchisee. Franchisee agrees and acknowledges that in the event Focus CFO is acquired (whether through acquisition of assets, ownership interests or otherwise regardless of the form of the transaction), this Agreement may be assigned to any successor business entity. If the successor business entity decides to stop offering franchises, the successor entity has the right to terminate this Agreement.

13. NON-COMPETE AND NON-SOLICITATION

13.1. Non-Compete During Term. During the Term of this Agreement and any successor terms, unless authorized in writing by Focus CFO, Franchisee shall not advertise, promote, offer to provide or provide services which are competitive with Focus CFO's business to a third party. Franchisee is, however, free to be involved in other business activities, provided Franchisee is able to fully satisfy the Performance Standards required by this Agreement and is in compliance with Attachment E to the Franchise Agreement.

13.2. Post-Termination Non-Compete. For a period of two (2) years after expiration or early termination of this Agreement or any successor Franchise Agreement, unless authorized in writing by Focus CFO, Franchisee shall not (i) advertise, promote, offer to provide or provide services which are competitive with Focus CFO's business to a third party within the Territory, or (ii) advertise, promote, offer to provide or provide

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services to any Focus CFO client that Franchisee has previously serviced regardless of location.

13.3. Non-Solicitation. Franchisee acknowledges that all clients and prospective clients of Focus CFO (the "Customers") and all CFOs and Area Presidents, whether or not such Customers or CFOs and Area Presidents are obtained or retained through Franchisee's efforts, shall be the Customers, Franchisees, Licensees and independent contractors of Focus CFO. Franchisee agrees that during the entire term of this Agreement and any successor franchise terms, and continuing for a period of two years (2) following the expiration or early termination of this Agreement, for any reason, unless authorized in writing by Focus CFO, Franchisee shall not, either directly or indirectly, on Franchisee's own behalf or on behalf of or in conjunction with any person, firm, corporation, or other business or legal entity:

13.3.1. employ or engage as an employee, independent contractor, or otherwise, any member, employee, independent contractor, franchisee, licensee, officer, director or agent of Focus CFO, or any affiliate of Focus CFO (Focus CFO and its affiliates are collectively referred to herein as the "Focus CFO Consolidated Group");

13.3.2. solicit, approach, endeavor to entice away or have discussions or other communications (regardless of who initiates such discussions or communications) with any member, employee, independent contractor, franchisee, licensee, officer, director, or agent of the Focus CFO Consolidated Group, for the purpose of causing that individual or company to terminate its relationship with the Focus CFO Consolidated Group to become employed or associated with any person, business or organization that offers services that are the same as or substantially similar to the services or products offered by Focus CFO or any of its affiliates;

13.3.3. offer to provide or provide services to any Customer Franchisee has contacted or had contact with on behalf of Focus CFO or attempt to cause any such Customer not to do business or to decrease the amount of business done with Focus CFO. The restrictions contained in this subsection shall not apply to services which are not, directly or indirectly, in competition with the business then being conducted by Focus CFO; or

13.3.4. encourage, solicit, recommend or otherwise attempt to induce or influence any Customer of Focus CFO, to engage any person or entity other than Focus CFO, or any of its respective affiliates, to perform the types of services provided by Focus CFO.

13.4. Employment with any Focus CFO Client. Focus CFO clients agree not to discuss any potential arrangements or to make offers of employment to any Focus CFO franchisee with whom they have met or worked with as part of their Focus CFO arrangement without first discussing the matter with Focus CFO. Franchisee agrees to notify Focus CFO, should any client that Franchisee has personally met for the first time since joining Focus CFO, makes an offer, either verbal or written to Franchisee. Further, Franchisee agrees that if Franchisee accepts such an offer with any Focus CFO client,

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Franchisee is not authorized to begin working directly for the client until either Franchisee or the Focus CFO client, pay directly to Focus CFO the termination fee which is set forth in the professional service agreement with the Focus CFO client. Franchisee acknowledges and agrees Focus CFO's damages and lost opportunities upon termination of the Agreement will be difficult to ascertain and that the fee which has been agreed to between the Focus CFO client and Focus CFO is a reasonable estimate thereof and does not constitute a penalty or forfeiture. Franchisee also acknowledges that the minimum termination fee outlined in these agreements with Focus CFO clients is Eighty Thousand Dollars ($80,000) and is subject to future increases. Focus CFO's right to these damages is cumulative with all other available remedies under this Agreement.

13.5. Non-Disparagement. Franchisee hereby agrees that he or she will not, either during the term of this Agreement or at any time following the termination hereof for any reason, disparage Focus CFO, the System or any officer, employee, licensee or franchisee of Focus CFO, or any business practice employed by Focus CFO or any officer, employee, licensee or franchisee thereof through any means of communication, including but not limited to the Internet, blog posts, reviews or social media platforms.

13.6. If any provision of this Section 13, as applied to any party or to any circumstances, is adjudged by a court to be invalid or unenforceable, the same will in no way affect any other provision of this Section 13 or any other part of this Agreement, the application of such provision in any other circumstances, or the validity or enforceability of this Agreement.

13.7. Franchisee acknowledges that the restrictive covenants contained in this Section 13 are essential elements of this Agreement and that without their inclusion Focus CFO would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Focus CFO, the Focus CFO System and the Focus CFO Marks and Franchisee waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If any such provision, or any part thereof, is held to be unenforceable because of the duration of such provision or the area covered thereby, the parties agree that the court making such determination will have the power to reduce the duration and/or area of such provision, and/or to delete specific words or phrases, and in its reduced form such provision will then be enforceable and will be enforced.

14. **ADVERTISING**

14.1. Focus CFO agrees to promote the Focus CFO Marks and Focus CFO System through the use of advertising or by such other means and such times and in such manner and amount as we shall, in Focus CFO's sole discretion, deems appropriate. Focus CFO shall provide Franchisee with business cards and placement on the Focus CFO website. Focus CFO may provide additional marketing, literature, brochures, sales

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tools, and workshop and presentation materials as it deems appropriate and in its sole discretion.

14.2. During the Term of the Agreement, Franchisee agrees to promote Focus CFO and the CFO Services subject to the following:

14.2.1. Franchisee agrees to promote and offer CFO Services under the Focus CFO Marks and without prefix or suffix or other phrases (including, but not limited to Franchisee's name) and only that name;

14.2.2. All advertising by Franchisee shall be factually accurate and in good taste (in the judgment of Focus CFO) and shall conform to the highest standards of ethical advertising;

14.2.3. Franchisee agrees to refrain from any advertising practice that may be injurious to the business of Focus CFO and the goodwill associated with the Focus CFO Marks; and

14.2.4. Franchisee may develop workshops or additional advertising materials for their own use, at their own cost; however, Focus CFO must provide written notice of approval of any such workshops or advertising materials that Franchisee develops in advance of use of the advertising material.

14.3. Internet Address; Website. Franchisee acknowledges and agrees that Franchisee must obtain prior written authorization from Focus CFO if Franchisee desires to have an Internet presence, or any email campaigns, utilizing any of the Focus CFO Marks or promoting the Focus CFO Services.

14.4. Social Media and Networking.

14.4.1. Franchisee agrees to comply with the terms and conditions of Focus CFO's Social Media Policy when posting on and using social media sites and agrees to remove any online content in violation of such policy as determined by Focus CFO within twenty-four (24) hours of request from Focus CFO. Focus CFO will provide Franchisee with such Social Media Policy, which it may modify and amend from time-to-time

14.4.2. Franchisee acknowledges and agrees that Franchisee must obtain prior written approval to create a social networking account using the Focus CFO Marks or promoting the Focus CFO Services other than the Franchisee's personal accounts, including, without limitation, social networking accounts with LinkedIn, Facebook, Twitter, and Instagram. Franchisee must comply with the written policies of Focus CFO in maintaining such social network accounts and Focus CFO shall have the sole discretion to determine which content should be removed.

14.5. Limitation on Franchisee's Use of Focus CFO Marks. Franchisee shall use the Focus CFO Marks as the sole trade identification of the Focus CFO Services. Franchisee shall not use any Focus CFO Mark as part of any corporate or trade name or with any

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prefix, suffix or other modifying words, terms, designs or symbols or in modified form, nor may Franchisee use any Focus CFO Mark in connection with the sale of any products or the performance of any services not expressly authorized in writing by Focus CFO. Franchisee agrees to prominently display the Focus CFO Marks in the manner prescribed from time-to-time by Focus CFO.

15. CONFIDENTIALITY; MARKS AND INTELLECTUAL PROPERTY

15.1. It is understood that while performing services for clients, Franchisee will be provided with, or will have access to confidential information regarding their business, including, their operations, financial statements, products and customers and Franchisee will also be provided with confidential information relating to Focus CFO, including but not limited to access to the confidential and proprietary Playbook ("Confidential Information"). Franchisee agrees (a) to hold in strict confidence all Confidential Information, (b) not to use, reproduce, publish, disclose or otherwise make known to any person or entity any Confidential Information at any time, (c) limit access to Confidential Information to employees, agents and independent contractors of Focus CFO or the Focus CFO client, as applicable, who have a need-to-know in connection with this Agreement or the PSA, (d) use Confidential Information only for the purposes and in connection with the performance of Franchisee's obligations under this Agreement and the PSA, as applicable; except to the extent required in the performance of Focus CFO's engagement with a client and authorized by the client or as otherwise required by applicable law.

15.2. Franchisee agrees to return to Focus CFO all Confidential Information in Franchisee's possession at the termination or expiration of this Agreement. This includes but is not limited to any information retrieved from the Playbook. Franchisee agrees to notify Focus CFO immediately when Franchisee learns about unauthorized use of Confidential Information. Focus CFO is not obligated to take any action but will respond as it deems appropriate in its sole discretion.

15.3. During the term of the Agreement, Focus CFO grants Franchisee the non-exclusive right to market and offer CFO Services under the name Focus CFO and use the Focus CFO Marks. Focus CFO shall retain all ownership rights in the Marks. Franchisee may only use the Marks as authorized in writing by Focus CFO. Franchisee must notify Focus CFO immediately when Franchisee learns about an infringement of or challenge to Franchisee's use of one or more of the Marks. Focus CFO will take the action it thinks appropriate. Focus CFO will defend any action brought against Franchisee to the extent that it is based on a claim that one or more of the Marks infringe upon the rights of a third party, valid and enforceable in the jurisdiction where the Marks are used, provided Franchisee notifies Focus CFO promptly in writing of any such claim. Focus CFO has sole control of the defense and all negotiations for the settlement or compromise of such claim, and Franchisee shall cooperate with Focus CFO in the defense or settlement of any claim. Focus CFO shall have no obligation to Franchisee for any claim of infringement based on Marks that have been modified by a party other than Focus CFO, Franchisee's use of the Marks with non-Focus CFO products or services, or Franchisee's use of the Marks in a manner

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otherwise prohibited by this Agreement. Franchisee must modify or discontinue the use of a Mark if Focus CFO modifies or discontinues it. Franchisee must not directly or indirectly contest Focus CFO's right to the Marks, trade secrets or business techniques that are part of Focus CFO's business.

15.4. Franchisee may be provided with information by Focus CFO relative to businesses and organizations, networking contacts within Focus CFO's markets, or business development strategies. All information that Focus CFO provides to Franchisee is a confidential, trade secret of Focus CFO, is proprietary to Focus CFO, and is not to be used for any purpose other than Franchisee's responsibilities under this Agreement.

15.5. Franchisee may not use any Focus CFO Mark or any portion of any Mark as part of any business entity name.

15.6. Franchisee agrees not to disclose, directly or indirectly, to Focus CFO or to any client any information or data the disclosure of which would constitute a violation of any obligation to, or infringe on the rights of, any third party.

15.7. Focus CFO agrees and understands that Franchisee is in the business of marketing and offering CFO Services and in connection therewith, Franchisee owns various pre-existing materials, tools, methodologies and know-how used to market and offer CFO Services and may develop after the Effective Date additional materials, tools, methodologies and know-how used to market and offer Chief Financial Officer services unrelated to the Focus CFO System or Confidential Information (the "Franchisee IP"), which shall remain the sole and exclusive property of Franchisee. With the exception of the Franchisee IP, Focus CFO is and will be the exclusive owner and deemed author of all information or materials developed, created or required to be delivered to Focus CFO or a Focus CFO client by Franchisee in marketing or offering the CFO Services, including but not limited to reports, data, insights, materials, physical media, information, goods, notes, deliverables, designs, findings, evaluations, plans, processes, software, source code, object code, documentation, and any other information or materials of any kind, whether or not completed, together with all modifications, revisions, changes, copies, partial copies, translations, compilations and derivative works of the foregoing (herein the "Work Product"), and will have the exclusive worldwide right as between the parties to secure or claim copyright, patent, trademark or other intellectual property rights and protection, whether registered or unregistered and including all rights of registrations, applications and renewals thereof (herein "IP Rights") with respect thereto. Franchisee hereby assigns to Focus CFO, and to the extent it is unable to do so, waives, all of Franchisee's right, title and interest worldwide in and to the Work Product (including any IP Rights), and will execute such documents as Focus CFO may reasonably request to effectuate Focus CFO's IP Rights in the Work Product. To the extent Franchisee's performance under this Agreement constitutes "work made for hire" for Focus CFO under the Copyright Revision Act of 1976, as amended from time to time, the Work Product will be considered "work made for hire". Upon Focus CFO's request or upon termination of this Agreement, Franchisee shall immediately provide to Focus CFO the then-current versions of any Work Product not already in

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Focus CFO's possession. Unless written authorization provided by Focus CFO, Franchisee shall retain no part or copy of any Work Product, and all Work Product shall be considered Confidential Information of Focus CFO. Focus CFO may assign such rights to the Work Product to the Focus CFO client in the PSA.

15.8. To the extent that any Franchisee IP is incorporated into the Work Product or otherwise provided to Focus CFO, Franchisee hereby grants to Focus CFO a perpetual, non-exclusive, worldwide, royalty-free, irrevocable license to use, copy, reproduce, distribute, disclose, and create derivative works of, with rights to sublicense, the Franchisee IP for Focus CFO and its affiliates' present and future business operations including to support the Chief Financial Officer services provided to Focus CFO clients. Franchisee represents and warrants that it has all authority necessary to grant the foregoing license.

16. GENERAL CONDITIONS AND PROVISIONS

16.1. Waiver. No failure of Focus CFO to exercise any power reserved to it hereunder, or to insist upon strict compliance by Focus CFO with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Focus CFO's right to demand exact compliance with the terms of this Agreement. Waiver by Focus CFO of any particular default by Franchisee shall not be binding unless in writing and executed by Focus CFO and will not affect nor impair Focus CFO's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Focus CFO of any payment(s) due shall not be deemed to be a waiver by Focus CFO of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement. In no event may Franchisee make any claim for money damages based upon any claim or assertion that Focus CFO has unreasonably withheld or delayed any consent or approval under this Agreement. Franchisee waives any such claim for damages. Franchisee may not claim any such damages by way of set off, counterclaim, or defense. Franchisee's sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions consistent with the terms of this Agreement.

16.2. Injunctive Relief. As any breach by Franchisee of any of the restrictions contained in Sections 12, 13, 14 and 15 would result in irreparable injury to Focus CFO, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Focus CFO shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated. Focus CFO's right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to arbitrate all disputes in accordance with Section 18. Focus CFO's rights herein shall include pursuing injunctive relief through arbitration or in state or federal court.

16.3. Notices and Payments. Any notice, demand, request of other writing required or permitted by this Agreement shall be deemed to have been delivered one (1) business day after transmission by email or three (3) business days after placement in the United

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States Mail by Registered or Certified Mail, postage prepaid, and addressed as follows, or such other address as the party to which such notice is directed may have designated by notice in writing given pursuant to this paragraph.

If to Focus CFO at the following address:

575 Charring Cross Drive, Suite 102
Westerville, Ohio 43081

If to FRANCHISEE:

_____

_____

_____

Personal email: _____

All payments required by this Agreement shall be sent to Focus CFO via wire transfer or ACH payment as follows:

Beneficiary: Focus CFO Group, LLC
Bank: First Merchant Muncie, IN
Routing Number: 074900657
Account Number: 100901552

16.4. Cost of Enforcement or Defense. If Focus CFO or Franchisee is required to enforce this Agreement in a judicial or arbitration proceeding, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, in connection with such proceeding.

16.5. Representations by Franchisee.

16.5.1. Franchisee represents that the execution and delivery of this Agreement and the performances of the services under this Agreement do not, and will not, breach or conflict with any obligations including any non-compete, non-solicitation or non-disclosure agreements that Franchisee or any Equity Owner has to a previous employer or company, or any obligation Franchisee or any Equity Owner has to keep confidential any information acquired by Franchisee prior to the Effective Date.

16.5.2. Franchisee acknowledges that it has conducted an independent investigation of the franchised business and recognizes that the business venture contemplated by this Agreement involves business risks.

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16.5.3. Franchisee acknowledges that it has received the Disclosure Document required by the Federal Trade Commission at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

16.5.4. Franchisee acknowledges and is aware of the fact that some franchisees may operate under different forms of agreements.

16.5.5. No statement, questionnaire, or acknowledgment signed or agreed to herein by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Focus CFO, franchise seller, or other person acting on behalf of Focus CFO. This provision supersedes any other term of any document executed in connection with the Franchise.

16.6. Entire Agreement; Amendment. This Agreement, its attachments and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Focus CFO and Franchisee concerning the subject matter hereof and shall supersede all prior agreements. No other representations (other than those within Focus CFO's Franchise Disclosure Document), inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties; provided however Focus CFO may, from time to time and at its sole discretion, modify, revise, amend or change the Attachments attached hereto upon written notice to Franchisee. Nothing in this Agreement, however, is intended to disclaim the representations Focus CFO has made in the Franchise Disclosure Document that we furnished to Franchisee.

16.7. Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict conclusion shall be applied against any party.

16.8. Severability, Modification and Substitution of Valid Provisions. Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other provisions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, Franchisee agrees that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

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16.9. Waiver. The failure of any party to insist on performance of any of the term or conditions of this Agreement will not be construed as a waiver (express or implied) or relinquishment of any rights granted hereunder or of the future performance of any such term of condition, and the obligations of the parties with respect thereto will continue in full force and effect.

16.10. Survival. Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, all covenants and agreements to be performed and/or observed by Franchisee, the Equity Owner and/or Other Equity Owners (as defined in Section 19) under this Agreement or which by their nature survive the expiration or termination of this Agreement hereof shall survive any such expiration or termination.

16.11. Execution of Franchise Agreement. Execution and delivery of this Agreement and any amendments shall be legally valid and effective through: (i) hand-delivery; (ii) electronic mail in "portable document format" ('.pdf") or any other electronically scanned format; or (iii) use of an electronic document execution and delivery process (i.e., DocuSign®). This Agreement may be executed in multiple counterparts and Franchisor and Franchisee may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

16.12. Force Majeure. Focus CFO shall not be liable to Franchisee for any failure or delay in performing any obligation, in whole or in part, under this Agreement if such failure or delay results directly or indirectly from wars (declared or not), insurrections, riots, fires, floods, explosions, earthquakes, accidents, pandemics, epidemics or quarantine restrictions (whether mandated by any governmental agency or voluntary), acts of God, any act of government or governmental priorities, transportation failures or delays, embargoes, material or parts shortages, strikes, labor trouble causing a cessation or slow down or interruption of work (including labor troubles or other delays at a supplier's facility) or any other cause beyond Franchisor's control.

16.13. Consent Not Unreasonably Withheld. Whenever consent or approval of Focus CFO is required under the terms of this Agreement, a decision shall not be unreasonably withheld or delayed. If Focus CFO withholds any consent or approval, Focus CFO shall provide to Franchisee a written statement giving the reasons for such decision.

17. DISPUTE RESOLUTION

17.1. Choice of Law. Except to the extent this Agreement or any particular provision is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refers also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

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17.2. Consent to Jurisdiction. Any action brought by either party except those claims required to be submitted to arbitration, shall only be brought in the appropriate state court located in or serving Franklin County, Ohio. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Focus CFO where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

17.3. Cumulative Rights and Remedies. No right or remedy conferred upon or reserved to Focus CFO or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Focus CFO's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

17.4. Limitation of Claims. Any claim concerning the Franchise, the franchise business or this Agreement or any related agreement will be barred unless an action for a claim is commenced within one (1) year from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

17.5. Limitation of Damages. Focus CFO and Franchisee each waive, to the fullest extent permitted by law, any right or claim for any punitive damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees. Franchisee waives and disclaims any right to consequential damages in any action or claim against Focus CFO concerning this Agreement or any related agreement. In any claim or action brought by Franchisee against Focus CFO concerning this Agreement (other than a claim for the failure to pay any compensation due Franchisee), Franchisee's contractual damages shall not exceed and shall be limited to refund of the Franchise Fee.

17.6. Waiver of Jury Trial. FRANCHISEE AND FOCUS CFO EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

17.7. Arbitration. This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein. Except for controversies or claims relating to the ownership of any and all intellectual property rights, including, but not limited to, Focus CFO's Marks, copyrights or the unauthorized use or disclosure of Focus CFO's Confidential Information, covenants against competition and other claims for injunctive relief, or amounts owed by Franchisee to Focus CFO, all disputes arising out of or relating to this Agreement or to any other agreements between the parties, or with regard to interpretation, formation or breach of this or any other agreement

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between the parties, shall be settled by binding arbitration conducted in Franklin County, Ohio, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.

The proceedings will be held by a single arbitrator agreed upon by the parties or otherwise appointed by the District Court for the State of Ohio and located in Franklin County, Ohio. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction. FRANCHISEE AGREES THAT IT WILL NOT FILE ANY ARBITRATION CLAIM AS A CLASS ACTION, SEEK CLASS ACTION STATUS, OR PERMIT ITS CLAIM TO BE JOINED OR MADE PART OF ANY CLASS ACTION FILED BY ANOTHER. FRANCHISEE FURTHER AGREES THAT IT WILL NOT FILE OR JOIN IN ANY CONSOLIDATED ARBITRATION.

Franchisee acknowledges that it has read the terms of this binding arbitration provision and affirms that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

[signature page to follow]

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement.

Franchise Agreement is hereby void if payment of the Franchise Fee is not made within three (3) days of signing the Franchise Agreement by the Franchisee

FRANCHISEE

Entity Name_____

By (Name)_____

Signature_____

Title _____

Date:_____

THE INDIVIDUAL PROVIDING THE AREA PRESIDENT SERVICES

Printed: _____

Signature: _____

Date: _____

FOCUS CFO GROUP, LLC

By (signature):_____

Printed Name: David L. Tramontana

Title: EOS Integrator/President

Date:_____

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ATTACHMENT A TO THE FRANCHISE AGREEMENT

DEFINITION OF KEY TERMS

1. "**Adverse Event**" has the meaning set forth in Section 10.4;

2. "**Agreement**" or "**Franchise Agreement**" means this agreement entitled "Focus CFO Group, LLC Franchise Agreement" and all attachments, amendments and addendums hereto;

3. "**Area President**" means the Equity Owner of a Focus CFO Franchisee who works to generate new clients within Focus CFO's coordinated client development system using the Focus CFO System and Focus CFO Marks;

4. "**Book of Business**" means the cash basis revenue from Focus CFO clients that are the result of the business development activities of an Area President and for clients that are assigned to the Area President;

5. "**Cause**" has the meaning set forth in Section 11.2;

6. "**CFO**" or "**Licensee**" means a Focus CFO Licensee who directly provides fractional CFO Services to Focus CFO's clients using the Focus CFO Marks and other resources provided by Focus CFO pursuant to a Licensing Agreement executed with Focus CFO;

7. "**CFO Services"** has the meaning set forth in the Whereas clauses;

8. "**Client Partnership Program**" means an arrangement with a third-party organization where Focus CFO will pay a referral fee in exchange for new client introductions;

9. "**Compensation Policy**" – See Attachment B;

10. "**Confidential Information**" has the meaning set forth in Section 15.1;

11. "**Customer**" or "**Customers**" has the meaning set forth in Section 13.3;

12. "**Effective Date**" means the date on which both Franchisor and Franchisee fully execute this Agreement thereby commencing its effectiveness;

13. "**Entity**" has the meaning set forth in Section 1.2;

14. "**Equity Owner**" has the meaning set forth in the opening paragraph;

15. "**Failure to Perform**" has the meaning set forth in Section 11.3;

16. "**Focus CFO Consolidated Group**" has the meaning set forth in Section 13.3.1;

17. "**Focus CFO Indemnitees**" has the meaning set forth in Section 10.5;

18. "**Focus CFO Marks**" has the meaning set forth in the Whereas clauses;

19. "**Focus CFO System**" has the meaning set forth in the Whereas clauses;

20. "**Franchise**" has the meaning set forth in Section 1.1;

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21. "**Franchise Fee**" has the meaning set forth in Section 4.1;

22. "**Franchisee IP**" has the meaning set forth in Section 15.7;

23. "**Franchisee**" means the entity defined as "Franchisee" in the introductory paragraph of the Agreement;

24. "**Franchisor**" means Focus CFO, LLC as defined in the introductory paragraph of the Agreement;

25. "**Group Marketing Team**" has the meaning set forth in Attachment D.

26. "**Initial Term**" has the meaning set forth in Section 2.1;

27. "**IP Rights**" has the meaning set forth in Section 15.7;

28. "**Marks**" has the meaning set forth in the Whereas clauses;

29. "**Playbook** " means Focus CFO's online training platform and Company Intranet site which contains confidential and proprietary information with regards to mandatory specifications, standards and procedures, and rules that Focus CFO periodically prescribes for its Franchisees, as well as continually updated best practice and resource centers;

30. "**Performance Standards"** has the meaning set forth in Attachment E.

31. "**PSA**" has the meaning set forth in Section 7.5.1;

32. "**Recipient Area President**" has the meaning set forth in Section 12.1;

33. "**Region**" means a state within the United States, or a state subdivided into geographic areas (i.e. Ohio – Central). These regions are defined by Focus CFO Management and updated from time to time based on the size of the Region.

34. "**Revenue Sharing Agreement**" means an arrangement with a third-party individual where Focus CFO will pay a referral fee in exchange for new client introductions;

35. "**System**" has the meaning set forth in the Whereas clauses;

36. "**Territory**" a one hundred (100) mile radius surrounding the business address of the Franchisee as provided by the Franchisee in Section 16.3;

37. "**Transfer**" or "**Transferred**" means to sell, convey or otherwise dispose of;

38. "**Transferring Area President**" has the meaning set forth in Section 12.1;

39. "**Work Product**" has the meaning set forth in Section 15.7.

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ATTACHMENT B TO THE FRANCHISE AGREEMENT

COMPENSATION POLICY
(EFFECTIVE AS OF JANUARY 1, 2024)

Focus CFO has the right to modify the provisions of this Compensation Policy as set forth in your Franchise Agreement.

1. Area Presidents:

A. Area Presidents are paid a base rate. The base rate is determined as follows:

i. For clients in the Area President's Book of Business with a signed PSA dated in months one through thirteen after signing this Agreement, the Area President will receive a base rate of thirty percent (30%) of the CFO Services revenue collected by Focus CFO on said clients for the life of these accounts.

ii. For clients in the Area President's Book of Business with a signed PSA dated in months fourteen through twenty-four after signing this Agreement, the Area President will receive a base rate of twenty-five percent (25%) of the CFO Services revenue collected by Focus CFO on said clients for the life of these accounts.

iii. For clients in the Area President's Book of Business with a signed PSA dated after the Area President's twenty-fourth month after signing this Agreement, the Area President will receive a base rate of twenty percent (20%) of the CFO Services revenue collected by Focus CFO on said clients. The base rate on these accounts shall increase as the calendar year-to-date collections on their total Book of Business reach the following tiers.

1. $1 - $500,000 = 20%

2. $500,001 - $1,000,000 = 25%

3. $1,000,001 - $1,500,000 = 30%

4. Revenue over $1,500,000 = 35%

These tiers will be adjusted for inflation and other business factors from time to time.

For purposes of calculating the calendar year-to-date collections, revenue shall include CFO Services revenue.

B. If the Area President borrows a CFO from another Area President's Marketing Team, their base rate for that client will be reduced if the following situations apply:

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i. If the CFO is borrowed from a Marketing Team outside of the Area President's home Region, then a five percent (5%) deduction from the amount paid to the Area President applies for the life of the account. The amount deducted is paid to the Area President whose Marketing Team the CFO is on. Exceptions will be addressed as they arise by the Focus CFO Integrator/President. For purposes of this Compensation Policy, the "home Region" as referenced herein shall be determined by Focus CFO.

ii. If the CFO is borrowed from a Marketing Team inside the Area President's home Region, then a five percent (5%) deduction from the amount paid to the Area President applies for the life of the account, if the Area President whose Marketing Team the CFO is borrowed from recruited that CFO after November 1, 2022. The amount deducted is paid to the Area President whose Marketing Team the CFO is on. Exceptions will be addressed as they arise by the Focus CFO Integrator/President. For purposes of this Compensation Policy, the "home Region" as referenced herein shall be determined by Focus CFO.

C. If the Area President receives a lead sourced through the efforts of a corporate sponsored marketing program, also known as a Marketing Generated Lead (MGL), then a five percent (5%) surcharge applies to the base rate for that client for the first twelve (12) months after the PSA has been signed.

D. With the consent of Focus CFO, a portion of the Area President's base rate can be paid to a CFO, another AP or a third party referral source who has significantly contributed to the generation of a new client by providing the new client introduction to the Area President; however, (i) such compensation shall be deducted from the base rate paid to the Area President and (ii) in the case of a third party referral source, the referral source must be an approved member of Focus CFO's Client Partnership Program, a list of each of which is maintained by Focus CFO.

E. With the consent of Focus CFO, Area Presidents can have billable services associated with a client. In each case, a portion of the monthly client billing is designated internally as "AP Billable Services" and the Area President is to receive 60% of the revenue collected by Focus CFO for such work directly performed by the Area President. Area Presidents will also receive the base rate on their billable services provided the client is credited to their Book of Business:

i. Area Presidents who have the expertise to provide CFO-level services to clients, may provide services directly as the CFO on a client account where there is no other CFO assigned. Under this provision, Area Presidents are limited to eight (8) total days a month of billable client work directly as a CFO and must apply with Focus CFO to obtain a non-exclusive license to perform CFO Services under a License Agreement;

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ii. Area Presidents may provide specialized, value-added or recurring client support services as part of our monthly client retainer where there is a CFO working on the account. These services may include, but are not limited to, financial consulting, exit planning, succession planning or coaching;

F. An Area President who (1) voluntarily who terminates their Franchise Agreement and elects to be a Licensee to perform CFO Services; or (2) performs more than eight (8) days of billable client work a month as a CFO will not be paid the base rate payment on their Book of Business (as outlined in Section A, above) and will only be paid for the CFO services pursuant to a Licensing Agreement with Focus CFO.

G. Focus CFO also has the sole discretion and authority to pay other forms of activity-based compensation to Area Presidents on an individual-by-individual and case-by-case basis.

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ATTACHMENT C TO THE FRANCHISE AGREEMENT

FRANCHISEE TRAINING REQUIREMENTS
(EFFECTIVE AS OF APRIL 15, 2024)

Focus CFO has the right to modify the provisions of this Training Policy upon 30 days prior written notice.

After Franchisee has completed their initial training, as defined in Section 6.1 of the Agreement, to Focus CFO's satisfaction, Franchisee is expected to complete other mandatory training and will also have access to other additional training resources that the Franchisee is strongly encouraged they take advantage of. If Franchisee is not satisfying the Area President Responsibilities and/or Performance Standards to Focus CFO's satisfaction, Franchisee may be required to perform additional training at Franchisee's own cost and expense.

Mandatory Training which Franchisees are required to attend and successfully complete:

1. All new Franchisees are required to attend the Focus CFO Mastery Program. This program reinforces mandatory specifications, standards and procedures, and best practices introduced in the initial training in Playbook. The program consists of six 90-minute sessions held bi-weekly over a twelve-week period. Sessions are held virtually.

2. Area Presidents are required to participate in a Sandler Sales Training program through our approved vendor, The Ruby Group. The required program includes a 2-day Bootcamp, 16 weeks of Sales Mastery reinforcement training and coaching, and a minimum of eight (8) months of President's Club reinforcement training and coaching. Area Presidents are expected to begin this program within 120 days of signing the Franchise Agreement. The program starts with a 2-day Bootcamp held virtually by The Ruby Group. After the completion of Bootcamp, the Area President will begin Sales Mastery which is conducted virtually and includes 90 minutes of virtual instruction held once a week for 16 weeks, plus individualized monthly one-on-one coaching sessions with an assigned Sandler coach. After the completion of Sales Mastery, the Area President will begin President's Club which is conducted virtually and includes 90 minutes of virtual instruction held once a week, plus individualized monthly one-on-one coaching sessions with an assigned Sandler coach. We will pay for the cost of this program up through the eighth month of President's Club. Should an Area President elect to continue to participate in President's Club beyond the required minimum eight (8) months, the Area President is responsible for 100% of the monthly costs for the duration of their participation. The current negotiated cost of the instruction with The Ruby Group is $500 per month. Area Presidents are also responsible for their own travel, lodging, food and other out-of-pocket expenses, if applicable.

3. Franchisee is required to complete online cybersecurity training provided by Focus CFO during Franchisee's initial training. This training should be completed within one week of receiving the link to the training. In addition, Franchisee will be subject to phishing testing campaigns conducted by Focus CFO's IT services provider. If Franchisee fails the testing, Franchisee will be required to complete additional online cybersecurity training provided by Focus CFO.

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4. Franchisee is required to attend Tuesday Night Training and Best Practices Sessions. during the Franchisee's first year. These sessions occur virtually on the second Tuesday of the month.

Additional Training which Franchisees are strongly encouraged to take advantage of:

1. All Franchisees are invited to attend an "All Hands Meeting", held once per year. This meeting is held in-person at a location within the United States. Franchisees will be responsible for their own travel and lodging expenses.

2. Area Presidents are invited to attend "All AP" training and planning sessions currently held twice per year. Sessions are held in-person at a location within the United States. Area Presidents are responsible for their own travel expenses for these sessions, if applicable.

3. All Franchisees are invited to attend monthly local group meetings which may either be in-person in their local market or virtual. Franchisees are responsible for their own travel expenses for these sessions.

4. All Franchisees are encouraged, but not required, to attend outside training to become a Certified Exit Planning Advisor (CEPA). This training is provided through the Exit Planning Institute (EPI). The training consists of a 5-day executive style program which is conducted either virtually or in-person. After completion of the program the individual takes a certification exam in order to obtain the CEPA designation. The current cost of this program ranges from $2,1001-$5,000 and will be paid directly by the Franchisee to EPI.

5. From time to time, Focus CFO may hold other additional training sessions either in-person or virtually. If Franchisee choose to participate in these sessions, Franchisee will be responsible for its own travel and lodging expenses, if applicable.

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ATTACHMENT D TO FRANCHISE AGREEMENT

AREA PRESIDENT RESPONSIBILITIES
(EFFECTIVE AS OF APRIL 30, 2021)

Focus CFO has the right to modify the provisions of this Attachment upon 30 days prior written notice.

1. Area Presidents will have the primary responsibility for lead generation, recruiting of CFOs in their Territory, and developing a client base through networking and other business development tools by following Focus CFO's core processes.

2. Area Presidents are required to submit weekly reports outlining their participation in Focus CFO business development, group marketing and client delivery activities using the standard Focus CFO format as outlined in the Playbook. The weekly reports are to protect Focus CFO's System and the Focus CFO Marks and not to control the Area President's day-to-day operations.

3. Area Presidents will develop and manage an individual "Area Plan." The Area Plan will include networking contacts and business organizations.

4. Area Presidents are responsible for communicating regularly with CFOs regarding the activities and services being provided to each client in the Area President's Book of Business. This includes a review of the 90-day plan for the client each quarter, with the CFO and the client.

5. Area Presidents will assist with identifying and interviewing individuals to serve as CFOs for the Focus CFO client base and developing a CFO team to support group marketing activities (the "Group Marketing Team").

6. Area Presidents will coordinate and lead approved marketing activities, which may include other Area Presidents and CFOs from their Territory.

7. Area Presidents are responsible for conducting such additional duties and responsibilities as established from time to time by Focus CFO.

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ATTACHMENT E TO FRANCHISE AGREEMENT

FRANCHISEE PERFORMANCE STANDARDS AND FAILURE TO PERFORM GUIDELINES (EFFECTIVE AS OF APRIL 30, 2021)

Focus CFO has the right to modify the provisions of the Attachment upon 30 days prior written notice.

All Franchisees are expected to meet the performance standards outlined below. If you fail to meet any one of these standards and such failure continues after receiving thirty (30) days' notice from Focus CFO of such failure to meet the standard, or you accumulate three (3) violations of any individual or combination of these standards below, during the term of this Agreement, including repeated violations of the same standard, Focus CFO will have the right to terminate the Agreement by written notice to you without any further opportunity to cure.

1. You must comply with Focus CFO's policies, as outlined the Playbook;

2. You must participate in, or attend, at least 75% of the total required training sessions held by Focus CFO;

3. You must consistently demonstrate, follow, and abide by, Focus CFO's Core Values as outlined on Focus CFO's website and in the Playbook (violations of which can be reported by another Franchisee or Corporate Associate);

4. You must regularly collaborate with other Area Presidents and CFOs in your Territory;

5. You must demonstrate an ability to follow Focus CFO's core processes and procedures related to business development, new client acquisitions, ongoing client support and client retention;

6. You must not be negligent in the performance of the duties as outlined in the Franchise Agreement or as a result of any Focus CFO client arrangement; and

7. You must follow the policies or directives of Focus CFO, any Focus CFO affiliate or a Focus CFO client, as such policies or directives are established from time to time after written notice by us.

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ATTACHMENT F TO FRANCHISE AGREEMENT

AUTHORITY TO BIND FOCUS CFO
(EFFECTIVE AS OF APRIL 30, 2021)

Focus CFO has the right to modify the provisions of this Attachment upon 30 days prior written notice.

A Franchisee's ability to bind Focus CFO is limited to the following, all of which require the advance approval of Focus CFO:

1. Professional Services Agreements (PSA). In accordance with the guidelines set forth in Section 7.5 of the Franchise Agreement, Area Presidents are authorized to execute PSA agreements with Focus CFO clients on behalf of Focus CFO, after they have been prepared and approved by Focus CFO. Franchisees are not authorized to make any changes to PSA language or terms without the written authorization of Focus CFO.

2. Non-Disclosure or Confidentiality Agreements (NDA). All requests for non-disclosure or confidentiality agreements with potential clients or other parties must be reviewed by Focus CFO prior to execution. An Area President or CFO may only be authorized to sign an NDA on behalf of Focus CFO after it has been reviewed and approved in advance by Focus CFO. In general, we want to use a Focus CFO prepared NDA versus one prepared by a prospective client or their attorney.

3. Business Associate Agreements (BAA). In accordance with Focus CFO policy, Franchisees are never authorized to execute a BAA as prepared by the client. Focus CFO has a standard BAA that can be provided to a client, in cases when a BAA is required by the client. Franchisees are authorized to execute a BAA only when prepared through Focus CFO's centralized preparation process only. When a BAA is required with a client, Franchisees are also asked to execute additional documentation for Focus CFO indicating the Franchisee is aware of the requirements of the BAA and will be in ongoing compliance with Focus CFO policies and procedures surrounding clients where a BAA in place.

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ATTACHMENT G TO FRANCHISE AGREEMENT

REQUIRED IT SERVICES
(EFFECTIVE AS OF APRIL 15, 2024)

Focus CFO has the right to modify the provisions of this Attachment upon 30 days prior written notice.

Franchisees are required to maintain the following IT software, services and support on any business computer that is used to access, send or receive email through your Focus CFO issued email, or which is used to conduct business in the role of an Area President.

1. An Office 365 license, which includes access to Focus CFO e-mail, Microsoft Office software (Excel, Word, Outlook and PowerPoint), Microsoft Teams video conferencing platform and Microsoft OneDrive file hosting and backup service.

2. Security monitoring service of your business computer(s) for viruses and malware.

Currently, our approved IT vendor, C-Forward provides an annual subscription package of IT services, which is required for all Franchisees who joins after January 1, 2021. The C-Forward package includes the IT software, services, and support, above, as well as IT support services related to your email and O365 licensed products, both as issued to you through Focus CFO, on up to five (5) computers or devices per Franchisee. These IT support services are available between the hours of 7:30am EST and 5:30pm EST. After hours emergency support is also available at an additional cost to the Franchisee. In addition to the IT support services above, C-Forward may be able to provide support services for your business-related hardware; however, these services will need to be scoped out ahead of time and provided at an additional cost per hour at the Franchisee's expense.

For new Franchisees, Focus CFO will pay the IT Services Fee required during the initial calendar year in which the Franchisee signs the Franchise Agreement. The Franchisee will then be responsible for the cost for each subsequent calendar year. However, if a Franchisee has not yet started to earn compensation by January after their start date, Focus CFO will pay for the IT Services Fee for the Franchisee's second calendar year. The current cost of the IT services to the Franchisee is $630 per year. The IT Services Fee will be deducted from the Franchisee's compensation in January each year.

Franchisees are never authorized to use a computer that is not monitored per the standards above, or if the computer is infected with any form of virus or malware, (i) to send/receive email through your Focus CFO issued email, or (ii) to work at a client location, even if the computer is not connected to the client's network.

Focus CFO reserves the right to modify the required IT services and/or approved vendors.

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EXHIBIT D TO THE DISCLOSURE DOCUMENT

AUDITED FINANCIAL STATEMENTS

FOCUS CFO GROUP, LLC AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

****

December 31, 2023, 2022 and 2021

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bhm cpa group, inc.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Members
Focus CFO Group, LLC
Columbus, Ohio

Opinion

We have audited the accompanying consolidated balance sheets of Focus CFO Group, LLC and Subsidiary (the Company) (a Limited Liability Company) as of December 31, 2023 and 2022, and the related consolidated statements of income, members' equity, and cash flows for the three years ended December 31, 2023, 2022, and 2021, and the related notes to the consolidated financial statements. In our opinion the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Focus CFO Group, LLC and Subsidiary as of December 31, 2023, 2022, and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error. In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Focus CFO Group, LLC and Subsidiary's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Focus CFO Group, LLC and Subsidiary's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Focus CFO Group, LLC and Subsidiary's ability to continue as a going concern for a reasonable period of time.

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

Other Information Included in the Company's Franchise Disclosure Document

Management is responsible for the other information included in the Company's Franchise Disclosure Document. The other information comprises Franchise Disclosure Document, but it does not include the consolidated financial statements and our auditor's report thereon. Our opinion on the consolidated financial statements does not cover the other information, and we do not express an opinion or any form of assurance on it.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the consolidated financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Columbus, Ohio
March 22, 2024

BHM CPA Group, Inc.

FOCUS CFO GROUP, LLC AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS

As of December 31, 2023 and 2022

	2023	2022
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 1,309,207	$ 1,423,684
Accounts receivable	254,304	244,912
Other current assets	77,328	41,589
TOTAL CURRENT ASSETS	1,640,839	1,710,185
PROPERTY AND EQUIPMENT, Net	45,495	34,769
OTHER ASSET, Right of use asset	81,760	94,340
TOTAL ASSETS	$ 1,768,094	$ 1,839,294
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	$ 14,987	$ 42,791
Accrued compensation and payroll	1,106,762	841,142
Other current liabilities	121,001	132,502
TOTAL CURRENT LIABILITIES	1,242,750	1,016,435
RIGHT OF USE LIABILITY, net of current portion	64,072	81,760
TOTAL LIABILITIES	1,306,822	1,098,195
MEMBERS' EQUITY	461,272	741,099
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 1,768,094	$ 1,839,294

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

FOCUS CFO GROUP, LLC AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF INCOME

Years Ending December 31, 2023, 2022 and 2021

	2023	2022	2021
REVENUE			
CFO services	$ 20,061,315	$ 16,192,779	$ 12,943,973
Franchise & license fees	552,800	308,000	312,500
TOTAL REVENUE	20,614,115	16,500,779	13,256,473
COMMISSION EXPENSE	16,047,125	12,769,451	10,271,710
GROSS PROFIT	4,566,990	3,731,328	2,984,763
OPERATING EXPENSES			
Regional administration	40,386	21,707	53,725
Marketing	168,377	133,904	135,999
Recruiting	528,916	353,297	178,874
Office expenses	55,110	48,009	55,777
Salaries and wages	1,897,966	1,492,794	1,091,977
Insurance and taxes	126,131	105,385	81,377
Outside services	264,903	176,937	171,906
Training	385,752	289,218	245,086
Other	147,862	119,934	101,743
TOTAL OPERATING EXPENSES	3,615,403	2,741,185	2,116,464
INCOME FROM OPERATIONS	951,587	990,143	868,299
OTHER INCOME (EXPENSE) NET	22,393	(67)	(325)
NET INCOME (LOSS)	$ 973,980	$ 990,076	$ 867,974

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

FOCUS CFO GROUP, LLC AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CHANGES IN MEMBERS' EQUITY

Years Ending December 31, 2023, 2022 and 2021

	2023	2022	2021
Balance as of beginning of period	$ 741,099	$ 416,181	$ 244,554
Net income	973,980	990,076	867,974
Contributions	85,545	74,980	50,348
Distributions	(1,339,352)	(740,138)	(746,695)
Balance as of end of period	$ 461,272	$ 741,099	$ 416,181

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

FOCUS CFO GROUP, LLC AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ending December 31, 2023, 2022 and 2021

	2023	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$ 973,980	$ 990,076	$ 867,974
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization	7,796	1,667	3,333
Changes in assets and liabilities:			
Decrease (increase) in accounts receivables	(9,392)	56,245	(96,953)
Decrease (increase) in other current assets	(35,739)	(24,311)	10,884
(Decrease) increase in accounts payable	(27,804)	23,846	(8,284)
Increase in accrued compensation	265,620	35,457	245,821
(Decrease) increase in other current liabilities	(16,609)	20,017	(107,729)
Net cash provided by operating activities	1,157,852	1,102,997	915,046
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of assets	(18,522)	(34,769)	-
Net cash used by investing activities	(18,522)	(34,769)	-
CASH FLOWS FROM FINANCING ACTIVITIES			
Members' contributions	85,545	74,980	50,348
Members' distributions	(1,339,352)	(740,138)	(746,695)
Net cash used by financing activities	(1,253,807)	(665,158)	(696,347)
Net change in cash and cash equivalents	(114,477)	403,070	218,699
Cash and cash equivalents, beginning	1,423,684	1,020,614	801,915
Cash and cash equivalents, ending	$ 1,309,207	$ 1,423,684	$ 1,020,614
SUPPLEMENTAL DISCLOSURES			
Cash paid for income taxes	$ -	$ 2,047	$ 942

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

NATURE AND SCOPE OF BUSINESS

Focus CFO Group, LLC ("FocusCFO" or "the Company") was formed as a limited liability company under the laws of the State of Ohio on March 13, 2018. The Company is owned 99% by Focus CFO Holdings, LLC ("the Majority Owner"), an Ohio LLC, and 1% by The CFO Company, LLC ("the Minority Owner"), also an Ohio LLC and a wholly-owned subsidiary of Focus CFO Holdings, LLC. The Company also has a 100% owned subsidiary, Focus CFO Group, LTD ("LTD"). LTD is the company where franchisees and licensees of FocusCFO who elect to participate in the Company's group medical insurance plan are compensated. The Company does business under the legal entity name and the trade name "FocusCFO". The Company does not do business under any other names.

The Company was formed for the purpose of offering FocusCFO franchises to Area Presidents and CFOs, which it began offering as of April 2, 2018. Effective April 1, 2023, the Company determined due to the evolution of its model that it could begin offering licensing agreements to CFOs allowing licensees to use the FocusCFO Marks to provide CFO services to FocusCFO clients. It still continues to offer franchise agreements to those operating as Area Presidents. Effective April 2, 2018, the Company also began providing outsourced Chief Financial Officer Services ("CFO Services") primarily to small and medium size businesses on a fractional, or part-time basis.

Clients who are brought into the FocusCFO System enter into contracts with FocusCFO, the franchisor. This helps allow FocusCFO to ensure that its clients' business practices and reputation are consistent with FocusCFO's quality standards and the reputation of the FocusCFO Marks. Franchisees join FocusCFO as an independent contractor and operate as Area Presidents, working to generate new clients within the Company's coordinated client development system. Licensees join FocusCFO as independent contractors and operate as CFOs, with the opportunity to provide CFO Services directly to FocusCFO clients.

Franchisees are compensated as independent contractors for sales and marketing as well as for other supplemental services as outlined in the Franchise Agreement. Licensees are compensated as independent contractors for performing CFO Services to FocusCFO clients. Fees generated from these services are allocated between the franchisee, licensee and FocusCFO in accordance with the terms of the Franchise Agreement and Licensing Agreement.

As of December 31, 2023, the Company operates in the states of Ohio, Michigan, Indiana, Pennsylvania, Kentucky, North Carolina, South Carolina, Tennessee, Florida, Nevada, Wisconsin, Texas, and Virginia and is in compliance with registration requirements in those states.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of the Company have been prepared on the accrual basis of accounting and conform to generally accepted accounting principles. Following is a summary of the significant accounting policies and practices of the Company, which affect significant elements of the accompanying financial statements.

Principles of Consolidation
The consolidated financial statements include the accounts of FocusCFO and its wholly owned subsidiary LTD. All inter-company accounts and transactions have been eliminated in consolidation.

Cash and cash equivalents
Cash and cash equivalents include cash in bank and all highly liquid investments with maturities of three months or less.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Concentration of credit risk
The cash balances of the Company are held primarily in two financial institutions. If cash balances exceed the amounts covered by the Federal Deposit Insurance Corporation, the excess balances could be at a risk of loss. Management continually monitors its risks related to its cash balances. There were no losses incurred with respect to this concentration of credit risk.

Accounts Receivable
The Company directly invoices clients for the CFO services performed by the franchisees and licensees. The Company performs back office administrative activities related to collection of these invoices.

Accounts receivable are comprised solely of invoices to clients receiving CFO services. The Company continually monitors the balances and has a strong history of collections. Based on this, management believes the accounts receivable as of December 31, 2023 and 2022 are fully collectible. When a receivable is deemed uncollectible, the Company uses the direct write off method.

Intangible Assets
During 2019 the Company incurred costs to implement a new training and resource platform to be utilized by its franchisees. This platform is considered to have a useful life of three years. The platform was fully amortized at December 31, 2022. Amortization expense for the years ended December 31, 2022 and 2021 was $1,667 and $3,333, respectively, and was included in training expense on the consolidated statements of income. Accumulated amortization was $10,000 as of December 31, 2023 and 2022.

Accrued Compensation and Payroll
Franchisees and licensees are compensated as independent contractors and receive compensation payments on invoiced services they have provided to FocusCFO clients after these amounts are collected by the Company. The Company remits compensation payments to independent contractors within 15 days of the end of each month after payments are received from the clients. The Company records compensation payable to franchisees and licensees upon collection of invoiced amounts from the client until the next compensation payment date. The Company also estimates and accrues compensation on the outstanding invoices in accounts receivable as of the reporting date. The estimate is based on average blended historic compensation percentages realized in the past twelve months.

The accrued compensation and payroll balances as of December 31, 2023 and 2022 are comprised of the following: 1) accrued compensation on collected amounts during the past month that will be paid within 15 days of year end, 2) estimated accrued compensation that will be due on the future collection of accounts receivable balances, and 3) accrued payroll due to the Company's employees.

Line of Credit
The Company maintains a line of credit with First Merchants Bank, in the amount of $250,000. There was no outstanding balance on the line of credit at December 31, 2023 and 2022.

Advertising and Marketing Expense
The Company expenses the cost of advertising and marketing as incurred. Advertising and marketing costs charged to operations for the years ended December 31, 2023, 2022 and 2021, was $168,377, $133,904, and $135,999, respectively.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Revenue Recognition
The Company has two revenue sources, CFO services provided to clients and revenue from the sale of a franchise or license, which are recognized in accordance with Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers.*

CFO services are performed under a Professional Service Agreement (PSA) entered into between the client and the Company. The PSA sets forth an established price for the CFO services based on the number of days of service the client requires per month. The Company has determined there is one performance obligation in the PSA. The Company recognizes revenue from CFO services monthly as the services are provided to the clients. The Company does not bill in advance for services to be performed the following month, but clients do sometimes pay in advance. The Company had no client prepayments at December 31, 2023 ($1,875 for 2022), which were included in other current liabilities.

The Company has determined that there is one performance obligation in both the franchise and license agreements which is a two-week training for new franchisees/licensees. The fee under these agreements is due upon signing the agreement and may be fully or partially refundable based on certain criteria set forth in the agreement. The Company recognizes revenue from the sale of a franchise or license once all the initial training has been provided to a franchisee/licensee, and in compliance with the laws governing such agreements in the applicable state. The initial training is required to be completed within two weeks of the signing of the agreement.

The Company did not have unearned franchise or license fees as of December 31, 2023 or 2022. The initial term of both agreements is ten years and renews automatically for an additional 10 year term at the expiration of each term of the agreement..

Income Taxes
The members of the Company have consented to the limited liability company form of organization with perpetual terms, and to be taxed as a partnership, which provides for the Company's taxable income or loss to be taxed directly to the members. Accordingly, the accompanying financial statements do not include a provision or credit for income taxes.

The Company complies with ASC 740-10 related to uncertain tax positions. ASC 740-10 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken on a tax return. Management is not aware of any tax positions that will be taken by the Company on its tax return that they consider to be uncertain. The tax returns to be filed for the year ended 2023 and filed for the years ended 2022, 2021 and 2020 will all be open and subject to examination by the Internal Revenue Service. However, there is no reason to believe the IRS will audit these returns.

Financial Instruments
The Company believes that the carrying amount of its financial instruments, which include cash and cash equivalents, accounts receivable and other current assets and liabilities, approximates fair value based on their short-term duration.

Use of Estimates
The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Recent Accounting Standards
In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-13, *Financial Instruments – Credit Losses*. The ASU revises the measurement of credit losses for financial assets measured at amortized cost from an incurred loss methodology to an expected loss methodology. These expected credit losses for financial assets held at the reporting date are to be based on historical experience, current conditions and reasonable and supportable forecasts. This ASU will also require enhanced disclosures relating to significant estimates and judgements used in estimating credit losses, as well as the credit quality. The Company adopted the standard for the year ended December 31, 2023, and it had no effect on the financial statements.

Payroll Protection Program
In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) as a pandemic, which continues to spread throughout the United States and the world. On March 27, 2020, The President of the United States (U.S.) signed the Coronavirus Aid, Relief, and Economic Security Act (CARES). The CARES Act aims to reduce the negative economic impact of the coronavirus through the disbursement of $2.1 trillion in aid and relief to multiple sectors of the U.S. economy. Although the disruption from COVID-19 is currently expected to be temporary, there is significant uncertainty around the duration and the overall impact on the world economy. Due to this uncertainty, the Company cannot reasonably estimate the impact of COVID-19; however, they did see disruptions in operations in various segments of the world economy at times during the period April through December 2020. While restrictions related to COVID-19 were largely eased in 2021 and 2022, it is unknown whether a new variant could result in new restrictions.

In May 2020, the Company entered into a promissory note with a bank made under the U.S. Small Business Administration's Paycheck Protection Program ("PPP") as part of the CARES Act. There are no prepayment penalties or other financial covenants on these loans. As part of the PPP, if certain criteria relating to the use of the loans and the number of employees retained during the reporting period are met, the loans may be forgiven. Management expected the PPP loan to be fully forgiven in the year ended December 31, 2021, and the Company believed they met the criteria for forgiveness in the year ended December 31, 2020. Management believes that the PPP loan is analogous to how a not-for-profit entity would account for a conditional contribution under ASC 958-605 and should be recognized as revenue when the conditions are substantially met or explicitly waived. Therefore, the Company has recorded the PPP loan funds totaling $116,733 in other income on the statement of operations for the year ended December 31, 2020. The loan was fully forgiven by the SBA in January of 2021.

COMMITMENTS AND CONTINGENCIES

The Company carries professional liability insurance which covers the Company and its franchisees and licensees, subject to policy limits.

The Company may rely on resources from the Majority Owner to support operations and the Majority Owner has committed to continue to provide financial support to the Company sufficient for the Company as needed.

LEASES

The Company adopted ASU No. 2016-02, and additional ASUs issued to clarify and update the guidance in ASU 2016-02. This standard modifies lease accounting for lessees to increase transparency and comparability by requiring the recognition of a lease liability and a right-of-use asset for all leases (with the exception of short-term leases). The Company adopted the new leases standard utilizing the modified retrospective transition method, under which prior period balances were not restated and no adjustment to the opening balance of retained earnings was recognized. There were no leases requiring adjustment as of the date of adoption. The Company entered into one new lease agreement during 2022.

On December 31, 2022, the Company commenced a lease for office space which required the recording of a right of use asset and a related liability of $94,340 to reflect the economic value of an operating lease for office space. The Company uses their incremental borrowing rate at the time of lease inception of 7.50% to estimate the economic value. The lease includes two months of zero rent and then monthly payments ranging from $1,935 to $1,993 through maturity in December 2027. Rent expense is recognized on the straight-line basis of all lease payments including those for extension periods that are likely to be exercised. The lease allows for three extension periods of two years each. Management is not currently able to predict if any of those terms will be exercised and therefore, have not included those periods in the calculation of the right of use asset and liability. For 2023 there was no accumulated depreciation related to the right of use asset. The current portion of the right of use liability was $17,688 and was included in other current liabilities on the combined balance sheets.

Following is a schedule of future minimum operating lease payments through the lease expiration date:

2024	23,220
2025	23,917
2026	23,917
2027	23,917
Total lease payments	94,970
Less: interest	(13,210)
Right of use liability	$ 81,760

The lease for previous office space which the Company utilized was executed by the Majority Owner and was not considered a formal lease. The Majority Owner charged 50% of the monthly rent expense under the lease to the Company for its use of the space. The rent expense paid by the Company to the Majority Owner for the periods ended December 31, 2022 and 2021 was $17,457 and $19,044, respectively. The lease is no longer active as of the start of the 2023 fiscal year.

SUBSEQUENT EVENTS

Subsequent events were evaluated through March 22, 2024 which is the date the financial statements were available to be issued.

EXHIBIT E TO THE DISCLOSURE DOCUMENT

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- Systems and Reports

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- Who We Are: Our Vision/Traction Organizer
- FocusCFO Execution Methodology
- Great CFOs vs Great Fractional CFOs
- Brand Messaging
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- Relationship Building
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- FocusCFO Policies and Procedures
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Execution Methodology In Detail
- Stage 1: Market Awareness
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Exit Planning Institute CEPA Program

Supplemental Information

Value Pyramid Process Resource Center

Support Materials
- All Company Resource Center
- Best Practices Video Sessions
- Brand Messaging Resource Center
- Podcasts, Internal Videos and Interviews
- Recruiting Resource Center
- CEPA® Resource Center
- EOS® Resource Center
- Area President Resource Center

EXHIBIT F TO THE DISCLOSURE DOCUMENT

LIST OF CURRENT FRANCHISEES

Ohio- Area Presidents

Name	Entity Name	Phone Number	Email
Bookman, Forest	FRB Capital, LTD	855-236-0600	f.bookman@focuscfo.com
Cherry, Darren	DAC Business Solutions, LLC	855-236-0600	d.cherry@focuscfo.com
Clower, Mark	Clower Consulting LLC	855-236-0600	m.clower@focuscfo.com
Collins, James	Focus on Family and Value LLC	855-236-0600	j.collins@focuscfo.com
Derringer, Michael	Personal Finance for Young Adults, LLC	855-236-0600	m.derringer@focuscfo.com
Geise, Peter	Geise Contract Services, LLC	855-236-0600	p.geise@focuscfo.com
Gens, Gregory	Gens Consulting, LLC	855-236-0600	g.gens@focuscfo.com
Gilbride, James	Career 310, LLC	855-236-0600	j.gilbride@focuscfo.com
Keck, Dan	TylErin. LLC	855-236-0600	d.keck@focuscfo.com
Lacy, Jeffrey	Jeff Lacy Consulting, LLC	855-236-0600	j.lacy@focuscfo.com
Martyn, Brad	Cavan Management LLC	855-236-0600	b.martyn@focuscfo.com
McAdams, Robert	RWM Business Consulting LLC	855-236-0600	b.mcadams@focuscfo.com
Miller, Robert	Robertsue, LLC	855-236-0600	b.miller@focuscfo.com
Semple, R Jeffrey	Nexgen Sales & Consulting, LLC	855-236-0600	j.semple@focuscfo.com
Tramontana, David	DLT CFO Services LLC	855-236-0600	d.tramontana@focuscfo.com
Williams, Jeff	Williams Consulting Group LLC	855-236-0600	j.williams@focuscfo.com

Ohio- CFOs

Name	Entity Name	Phone Number	Email
Bloom, Dan	Trusted Advisor, LLC	855-236-0600	d.bloom@focuscfo.com
Bourke, J David	Bourke Management Consulting, LLC	855-236-0600	d.bourke@focuscfo.com
Burns, Richard	Burns Management Consulting LLC	855-236-0600	r.burns@focuscfo.com
Butler, Richard	NA	855-236-0600	r.butler@focuscfo.com
Chandler, Robert	Chandler Management Consulting, LLC	855-236-0600	b.chandler@focuscfo.com
Chiancone, Susan	Strategic Directions, LLC	855-236-0600	s.chiancone@focuscfo.com

Name	Entity Name	Phone Number	Email
Coleman, Marilyn	Cherry Lane Advisors LLC	855-236-0600	m.coleman@focuscfo.com
Cooper, William	Purple Demon Enterprises, LLC	855-236-0600	w.cooper@focuscfo.com
Dodson, Michael	Dodson Consulting, LLC	855-236-0600	m.dodson@focuscfo.com
Ferry, Kathleen	NA	855-236-0600	k.ferry@focuscfo.com
Fisher, Brian	LLNA Administrative Services	855-236-0600	b.fisher@focuscfo.com
Gibson, Donovan	Donovan Gibson Consulting, Ltd	855-236-0600	d.gibson@focuscfo.com
Gouttiere, David	DMG Consulting, LLC	855-236-0600	d.gouttiere@focuscfo.com
Green, David	David Green Global Consulting, LLC	855-236-0600	d.green@focuscfo.com
Gstalder, Peter	Performance Focused Business Consulting Services, LLC	855-236-0600	p.gstalder@focuscfo.com
Hardiman, Joseph	The AJJJ Group LLC	855-236-0600	j.hardiman@focuscfo.com
Hido, Paul	DPH Financial, LLC	855-236-0600	p.hido@focuscfo.com
Lee, Scott	NA	855-236-0600	s.lee@focuscfo.com
Matar, Sherif	NA	855-236-0600	s.matar@focuscfo.com
McKinney, James	JEM CFO, LLC	855-236-0600	j.mckinney@focuscfo.com
Murch, Richard	RLM Business Consulting, LLC	855-236-0600	r.murch@focuscfo.com
Murdy, Jim	JBMurdy LLC	855-236-0600	j.murdy@focuscfo.com
Vereb, Sanford	First Capital Consulting, LLC	855/236-0600	s.vereb@focuscfo.com
Windisch, Michael	ZALTGAB LLC	855-236-0600	m.windisch@focuscfo.com
Zeid, Robert	AGJAZ Consulting, LLC	855-236-0600	r.zeid@focuscfo.com
Zody, Lynnette	Lynnette Cole Zody, LLC	855-236-0600	l.zody@focuscfo.com

Kentucky- Area Presidents

Name	Entity Name	Phone Number	Email
Whitty, John	Orthopaedic Partners, LLC	855-236-0600	j.whitty@focuscfo.com

Kentucky- CFOs

Name	Entity Name	Phone Number	Email
Davis, Scott	NA	855-236-0600	s.davis@focuscfo.com
Knabel, Robert	RLK Advisory Services, LLC	855-236-0600	b.knabel@focuscfo.com
Meibers, Christopher	CDM Business Ventures, LLC	855-236-0600	c.meibers@focuscfo.com

Michigan- Area Presidents

Name	Entity Name	Phone Number	Email
Farrington, Jeffry	Echo Consultants, LLC	855-236-0600	j.farrington@focuscfo.com
Matukaitis, Lesli	Funk Financial Consulting LLC	855-236-0600	l.matukaitis@focuscfo.com
Kern, Tom	Reservoir Financial Planning LLC	855-236-0600	t.kerns@focuscfo.com

Michigan- CFOs

Name	Entity Name	Phone Number	Email
Doerer, John	Polestar Management Group, LLC	855-236-0600	j.doerer@focuscfo.com
Hake, William	WE Hake Financial Services, LLC	855-236-0600	b.hake@focuscfo.com
Hamm, David	Orso Consulting, LLC	855-236-0600	d.hamm@focuscfo.com
Hanley, David	DTH Consulting, LLC	855-236-0600	d.hanley@focuscfo.com
Spiewak, Rachel	Stirling CFO Services LLC	855-236-0600	r.spiewak@focuscfo.com
Torakis, Michael	Rivard Park Advisors LLC	855-236-0600	m.torakis@focuscfo.com

North Carolina- Area Presidents

Name	Entity Name	Phone Number	Email
Goebel, William	BGDG LLC	855-236-0600	b.goebel@focuscfo.com
Hoare, Sage	Sage Hoare Strategies LLC	855-236-0600	s.hoare@focuscfo.com
Stier, Michael	Romi Group LLC	855-236-0600	m.stier@focuscfo.com

North Carolina- CFOs

Name	Entity Name	Phone Number	Email
Cooper, Kim	C4D Consulting LLC	855-236-0600	k.cooper@focuscfo.com
Rissman, Martin	Bluebird Business Consulting LLC	855-236-0600	m.rissman@focuscfo.com
Roche, Tim	Tispco LLC	855-236-0600	t.roche@focuscfo.com

Pennsylvania- Area Presidents

Name	Entity Name	Phone Number	Email
Bartos, Thomas	ILW LLC	855-236-0600	t.bartos@focuscfo.com
Feger, Randy	RHFeger Consulting LLC	855-236-0600	r.feger@focuscfo.com
Vernallis, Mark	Vernallis LLC	855-236-0600	m.vernallis@focuscfo.com
Willis, Mitch	Mitch S Willis CFO Services LLC	855-236-0600	m.willis@focuscfo.com

Pennsylvania- CFOs

Name	Entity Name	Phone Number	Email
Bressen, Paul	Piccolo Realty LLC	855-236-0600	p.bressen@focuscfo.com
Burgman, Jayme	Burgman Financial Services LLC	855-236-0600	j.burgman@focuscfo.com
Busshaus, John	LJH, LLC	855-236-0600	j.busshaus@focuscfo.com
Rust, Mark	R Mark Rust Consulting LLC	855-236-0600	m.rust@focuscfo.com
Seeley, Eric	Seeley Consulting LLC	855-236-0600	e.seeley@focuscfo.com

Tennessee- Area Presidents

Name	Entity Name	Phone Number	Email
Ford, Brian	Teton Solutions LLC	855-236-0600	b.ford@focuscfo.com

Tennessee- CFOs

Name	Entity Name	Phone Number	Email
Stewart, Steven	SNSTEWART, LLC	855-236-0600	s.stewart@focuscfo.com

Indiana- Area Presidents

Name	Entity Name	Phone Number	Email
DeThomas, Gary	DeThomas Company, LLC	855-236-0600	g.dethomas@focuscfo.com

Indiana- CFOs

Name	Entity Name	Phone Number	Email
Dierckes, Steve	Surgirevolar LLC	855-236-0600	s.dierckes@focuscfo.com
Owens, Jim	Bloom Advisory Group LLC	855-236-0600	j.owens@focuscfo.com

South Carolina- Area Presidents

Name	Entity Name	Phone Number	Email
Benner, David	ACF Services LTD Co	855-236-0600	d.benner@focuscfo.com
Wehtje, Ron	Ronald Wehtje CFO Services LLC	855-236-0600	r.wehtje@focuscfo.com

South Carolina- CFOs

Name	Entity Name	Phone Number	Email
LaValla, Richard	JAM Ventures LLC	855-236-0600	r.lavalla@focuscfo.com

Wisconsin- Area Presidents

Name	Entity Name	Phone Number	Email
Viglietti, Andrew	Saka LLC	855-236-0600	a.viglietti@focuscfo.com

Virginia- Area Presidents

Name	Entity Name	Phone Number	Email
Cross, Mark	42nd Street Finance LLC	855-236-0600	m.cross@focuscfo.com

Nevada- Area Presidents

Name	Entity Name	Phone Number	Email
Bahri, Ajay	Bluesky Advisory Group LLC	855-236-0600	a.bahri@focuscfo.com
Morrison, Steve	Ley Asher LLC	855-236-0600	s.morrison@focuscfo.com

LIST OF FORMER FRANCHISEES

During the last fiscal year, the following Franchisees have left the system.

Ohio- Area Presidents

Name	Entity Name	Phone Number	Email
Dannhauser, Alfred	NA	419-388-3849	freddannhauser@gmail.com
Murch, Bob	Central Ohio Business Advisors Inc	N/A- Deceased	N/A- Deceased

Ohio- CFOs

Name	Entity Name	Phone Number	Email
Anderson, Curt	Jaleco II LLC	419-388-3849	curt459@gmail.com
Barker, Ron	Barker Consulting Services LLC	855-236-0600	r.barker@focuscfo.com
Baumgartner, David	D R Baumgartner	855-236-0600	d.baumgartner@focuscfo.com
Bevis, Rexford	Queen City CFO Services, LLC	855-236-0600	r.bevis@focuscfo.com
Bortan, Nicoleta	Jefferson Capital Partners, LLC	440-915-9459	Nicoleta.bortan@gmail.com
Brugmann, Wendy	NA	216-310-4148	wendy.l.brugmann@gmail.com
Brunner, Paul	Paul M Brunner Consulting, LLC	855-236-0600	p.brunner@focuscfo.com
Cain, Donald	DPC CFO & Accounting Services, LLC	855-236-0600	d.cain@focuscfo.com
Cole, Dean	The Cole Group, LLC	855-236-0600	d.cole@focuscfo.com
Collen, Bruce	CFO4FLOW, LLC	855-236-0600	b.collen@focuscfo.com
Conrad, Jeff	ORR Engineering Services LLC	855-236-0600	j.conrad@focuscfo.com
Cooksey, Matt	Financial Framing LLC	855-236-0600	m.cooksey@focuscfo.com
Cooper, Russell	Greencroft Park Advisors LLC	855-236-0600	r.cooper@focuscfo.com
Davis, Jeff	April 1775 LLC	N/A- Deceased	N/A- Deceased
Ferri, Joe	JFMC Consulting LLC	614-946-0125	joe@scribecpas.com
Fruscella, Ken	LINKENS LLC	855-236-0600	k.fruscella@focuscfo.com
Glaser, Scott	J2K Advisory LLC	855-236-0600	s.glaser@focuscfo.com
Griffin, Anthony	AJGriffin Consulting, LLC	855-236-0600	t.griffin@focuscfo.com
Grimes, Joseph	JAG CFO Consulting LLC	855-236-0600	j.grimes@focuscfo.com
Heiden, Chuck	CTHeiden Consulting LLC	855-236-0600	c.heiden@focuscfo.com

Name	Entity Name	Phone Number	Email
Himmelman, Walter	NA	855-236-0600	w.himmelman@focuscfo.com
House, David	Strategic Financial Advantage LLC	855-236-0600	d.house@focuscfo.com
Howard, Chris	CCHOWARD LLC	855-236-0600	c.howard@focuscfo.com
Lang, Patrick	PL CFO Services, LLC	N/A- Deceased	N/A- Deceased
Law, Nelson	NKL Consulting LLC	614-375-0275	nelson.k.law@gmail.com
Lyons, Janis	JE Lyons Financial Consulting LLC	855-236-0600	j.lyons @focuscfo.com
Martorano, Rich	RJ Martorano LLC	855-236-0600	r.martorano@focuscfo.com
McQuade, Ted	Franklin Street Advisors LLC	855-236-0600	t.mcquade@focuscfo.com
Morgan, James	NA	214-854-0190	jbrycem53@gmail.com
Peter, Todd	Redline Management Co., Inc	855-236-0600	t.peter@focuscfo.com
Pugh, William	TRP Financial, LLC	855-236-0600	b.pugh@focuscfo.com
Rhodebeck, Lyle	LDR Strategies, LLC	855-236-0600	l.rhodebeck@focuscfo.com
Rowlands, James	NA	855-236-0600	j.rowlands@focuscfo.com
Stecki, Robert	Stecki Financial Services, LLC	855-236-0600	b.stecki@focuscfo.com
Stevenson, Jim	JBS Enterprises LLC	855-236-0600	j.stevenson@focuscfo.com
Tate, John	Mount Kilimanjaro Business Consulting LLC	855-236-0600	j.tate@focuscfo.com
Vermilya, Dale	NorthStar Financial, LLC	855-236-0600	s.vermilya@focuscfo.com
Wilson, John	J. Wilson Advisory Services, LLC	855-236-0600	j.wilson@focuscfo.com
Withrow, Jack	CFOWPB LLC	855-236-0600	j.withrow@focuscfo.com
Zins, James	JZ CFO, LLC	855-236-0600	j.zins@focuscfo.com

Michigan- CFOs

Name	Entity Name	Phone Number	Email
Lamah, Emile	Ethos CFO Services LLC	917-774-1064	enlamah@gmail.com
Palmerton, Robert	NA	855-236-0600	b.palmerton@focuscfo.com
Payovich, Julie	JKP LLC	855-236-0600	j.payovich@focuscfo.com
Pletcher, Dante	DTP Professional Services, LLC	855-236-0600	d.pletcher@focuscfo.com

North Carolina- CFOs

Name	Entity Name	Phone Number	Email
Broglio, Thomas	Big T Consulting, LLC	855-236-0600	t.broglio@focuscfo.com

Pennsylvania- CFOs

Name	Entity Name	Phone Number	Email
Jackson, Bill	William Jackson Consulting LLC	855-236-0600	b.jackson@focuscfo.com
Lawless, Mark	MTL Consulting, LLC	855-236-0600	m.lawless@focuscfo.com

Tennessee- Area Presidents

Name	Entity Name	Phone Number	Email
Dean, Jason	CJD Consulting LLC	615-275-8116	cjasdean@gmail.com

Tennessee- CFOs

Name	Entity Name	Phone Number	Email
Mullenger, Todd	CFO LLC	855-236-0600	t.mullenger@focuscfo.com

Indiana- CFOs

Name	Entity Name	Phone Number	Email
Hubbard, Tony	ATP Management Consulting Services LLC	855-236-0600	t.hubbard@focuscfo.com
Wible, Curt	Selah Consulting Services, LLC	855-236-0600	c.wible@focuscfo.com

South Carolina- CFOs

Name	Entity Name	Phone Number	Email
Garrick, Randy	TRG Financial Services LLC	855-236-0600	r.garrick@focuscfo.com
Saccucci, Michael	MJMM LLC	855-236-0600	m.saccucci@focuscfo.com

EXHIBIT G TO DISCLOSURE DOCUMENT

SAMPLE FORM OF GENERAL RELEASE

This General Release ("Release") is made and entered into on this _____ day of _____ _____, 20 _____ by and between Focus CFO Group, LLC ("Focus CFO") and _____ ("Franchisee").

WHEREAS, Focus CFO and Franchisee are parties to a Focus CFO Group, LLC Franchise Agreement (the "Franchise Agreement") dated _____, granting Franchisee the right to operate a Focus CFO business under Focus CFO's proprietary marks and system.

NOW THEREFORE, in consideration of the mutual covenant herein contained, the parties covenant and agree as follows:

Franchisee and its directors, officers, employees, subsidiaries, affiliates, agents, representatives, shareholders, successors and assigns (the "Franchisee Releasing Parties"), hereby release, remise and forever discharge Focus CFO and its directors, officers, employees, subsidiaries, affiliates, agents, representatives, shareholders, successors and assigns (the "Focus CFO Released Parties"), from any and all claims, damages, losses, injuries, suits, debts, liabilities, sums of money, accounts, covenants, controversies, demands, actions, rights and causes of action of whatever kind or nature, at law or in equity, known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, accrued or unaccrued, made, brought, or which could have been made or brought, that the Franchisee Releasing Parties may have had or may presently have, against the Focus CFO Released Parties solely in connection with or pertaining to the Franchise Agreement, the business operated under the Franchise Agreement, and/or any other agreement between the Franchisee Releasing Parties and the Focus CFO Released Parties. The Franchisee Releasing Parties also covenant not to sue or otherwise bring a claim against the Focus CFO Released Parties regarding any of the claims being released under this Release. The Franchisee Releasing Parties hereby acknowledge that this release is intended to be a full and unconditional release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist.

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date written above.

Focus CFO Group, LLC

By: _____

Printed: _____

Title: _____

[INSERT FRANCHISEE NAME]

By: _____

Printed: _____

Title: _____

THE INDIVIDUAL PROVIDING AREA PRESIDENT SERVICES

Printed: _____

Signature: _____

Date: _____

EXHIBIT H TO DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Focus CFO Group, LLC and you are preparing to enter into a Franchise Agreement for the operation of a Focus CFO business. In this Franchisee Disclosure Questionnaire, Focus CFO Group, LLC will be referred to as "we" or "us." Please review each of the following questions carefully and provide honest and complete responses to each question.

No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Focus CFO, and any franchise seller, or other person acting on behalf of Focus CFO. This provision supersedes any other term of any document executed in connection with the Focus CFO franchise.

1. Have you received and personally reviewed the Focus CFO Group, LLC Franchise Agreement and each exhibit, addendum and schedule attached to it?

   Yes _____ No _____

2. Have you received and personally reviewed our Disclosure Document we provided to you?

   Yes _____ No _____

3. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

   Yes _____ No _____

4. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a Focus CFO Franchise that we or our franchisees operate?

   Yes _____ No _____

5. If you have answered "Yes" to this question, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to this question, please leave the following lines blank.

_____

_____

_____

_____

_____

_____

6. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between you and us?

   Yes _____ No _____

You understand that your answers are important to us and that we will rely on them.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.

_____
Name of Franchisee/Applicant

Date: _____, 20___

_____
Signature

_____
Name and Title of Person Signing

EXHIBIT I TO THE DISCLOSURE DOCUMENT

MULTI-STATE ADDENDA

FOR THE STATE OF ILLINOIS

1. For choice of law purposes, and for the interpretation and construction of the Franchise Agreement, the Illinois Disclosure Act, 815 ILCS 705 governs.

2. No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after the franchisee becomes aware of facts and circumstances reasonably indicating that they may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to the franchisee of a written notice disclosing the violation, whichever shall first expire.

3. Illinois law governs the Franchise Agreement (without regard to conflict of laws), and jurisdiction and venue for court litigation shall be in Illinois.

4. Any provision in the Franchise Agreement requiring a general release is void if the provision requires a waiver of compliance with the Illinois Franchise Disclosure Act.

5. Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void.

6. Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

FOR THE STATE OF MARYLAND

1. Item 17 of the Disclosure Document and Sections 2.3.1, 11.7 and 12.1.6 of the Franchise Agreement requiring that Franchisee sign a general release as a condition of purchase/renewal or assignment/transfer, may not be enforceable pursuant to the Maryland Franchise Registration and Disclosure Law, and are amended to the extent required by Maryland law. The requested release shall not apply to any liability under the Maryland Franchise Registration Disclosure law.

2. Any provisions of the Disclosure Document or the Franchise Agreement that require Franchisee to disclaim the occurrence of or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Any provisions in the Disclosure Document or the Franchise Agreement requiring Franchisee to file any lawsuit in a court in the State of Ohio may not be enforceable under the Maryland Franchise Registration and Disclosure Law. Franchisees may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Item 17 of the Disclosure Document and Section 17.2 of the Franchise Agreement are amended accordingly to the extent required by Maryland law.

4. To the extent the Franchise Agreement requires, and the Disclosure Document discloses that a Franchisee must agree to a period of limitations of less than three (3) years, this limitation to a period of less than three (3) years shall not apply to any claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Item 5 of the Disclosure Document and Section 4 of the Franchise Agreement is amended to provide that the initial franchise fee and other initial payments are due and payable when all of Focus CFO's pre-opening obligations to Franchisee have been met.

6. Item 17 of the Disclosure Document and Section 12 of the Franchise Agreement that allows Focus CFO to terminate the Franchise Agreement because of Franchisee's bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A 101 et seq.).

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

FOR THE STATE OF MICHIGAN

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

   - A prohibition of the right of a franchisee to join an association of franchisees.

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

   - A provision that permits a franchisor to terminate a franchise before the expiration of this term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice of the failure and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.

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

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

   - A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an

agreement, at the time of arbitration or litigation, to conduct arbitration or litigation at a location outside this state.

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

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

  - The fact that the proposed transferee is a competitor of the franchisor or Subfranchisor.

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

  - The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

- A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in ITEM 17(g).

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

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

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

RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL.

4. Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attention: Franchise Bureau
670 G. Mennen Williams Building
525 West Ottawa
Lansing, MI 48933
(517) 373-7117

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

FOR THE STATE OF MINNESOTA

1. Item 13 of this Disclosure Document is amended as follows:

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the trademarks, so long as you were using the trademarks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Item 17 of the Disclosure Document is amended as follows:

   a. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subd. 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement.

   b. Item 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D, which prohibits a franchisor from requiring a franchisee to assent to a general release.

   c. Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in this Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

3. Each provision in this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledge having read this Addendum, and understands and consents to be bound by all of its terms.

Focus CFO Group, LLC	Franchise:_____
By: _____	By: _____
Its: _____	Its: _____

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

FOR THE STATE OF NORTH DAKOTA

The following statements are added to Item 17 of this Disclosure Document:

1. Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

2. Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.

3. Covenants not to compete during the term of and upon termination or expiration of the Franchise Agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

4. The Franchise Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.

5. The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

6. The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

7. The Franchise Disclosure Document and Franchise Agreement state that the franchisee must consent to the jurisdiction of courts outside the State of North Dakota. That requirement may not be enforceable under North Dakota law.

8. The Franchise Agreement requires the franchisee to consent to a limitation of claim within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

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

FOR THE STATE OF VIRGINIA

1. The following language is added to the end of the "Summary" section of Item 17(e), entitled **Termination by franchisor without cause**:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

FOR THE STATE OF WISCONSIN

The following statements are added to Item 17 of this Disclosure Document:

1. For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

2. For Wisconsin franchises, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

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

THE FOLLOWING PAGES ARE STATE-SPECIFIC ADDENDUMS TO THE FRANCHISE AGREEMENT

ILLINOIS ADDENDUM TO
FOCUS CFO GROUP, LLC FRANCHISE AGREEMENT

This Addendum is made and entered by and between Focus CFO Group, LLC, ("Focus CFO," "Franchisor," "Company", "us", "we" or "our"), and _____ ("Franchisee," "you" or "your").

1. Focus CFO and Franchisee are parties to that certain Franchise Agreement dated _ _____, 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Addendum. This Addendum is attached to and forms a part of the Franchise Agreement. This Addendum has been signed because (a) Franchisee is domiciled in Illinois; (b) the offer of the franchise is made or accepted in Illinois; (c) the franchise business is or will be located in Illinois; or (d) the franchised business is or will be located in Illinois.

2. Illinois law governs the Franchise Agreement.

3. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

4. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledge having read this Addendum and understands and consents to be bound by all of its terms.

Focus CFO Group, LLC	Franchise:_____
By: _____	By: _____
Its: _____	Its: _____
Dated: _____	Dated: _____

MARYLAND ADDENDUM TO
FOCUS CFO GROUP, LLC FRANCHISE AGREEMENT

This Addendum is made and entered by and between Focus CFO Group, LLC, ("Focus CFO," "Franchisor," "Company", "us", "we" or "our"), and _____ ("Franchisee," "you" or "your") as an Area President.

1. **Background**. Focus CFO and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Addendum. This Addendum is attached to and forms a part of the Franchise Agreement. This Addendum is being signed because (a) Franchisee is a resident of Maryland and the franchised business that Franchisee will operate under the Franchise Agreement will be located in Maryland and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Maryland.

2. **Governing Law**. Section 17.1 of the Franchise Agreement is amended to provide that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **Jurisdiction**. Section 17.2 of the Franchise Agreement is amended to provide that Franchisee may file any lawsuit against Focus CFO in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. **Limitation of Claims**. Section 17.4 of the Franchise Agreement is amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Franchise Agreement.

5. **Releases**. All representations requiring that Franchisee or any prospective franchisee assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of liability incurred under the Marland Franchise Registration and Disclosure Law. Further, any general release required as a condition of renewal, sale and/or assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledge having read this Addendum and understands and consents to be bound by all of its terms.

Focus CFO Group, LLC	Franchise:_____
By: _____	By: _____
Its: _____	Its: _____
Dated: _____	Dated: _____

NORTH DAKOTA ADDENDUM TO
FOCUS CFO GROUP, LLC FRANCHISE AGREEMENT

This Addendum is made and entered by and between Focus CFO Group, LLC, ("Focus CFO," "Franchisor," "Company", "us", "we" or "our"), and _____ ("Franchisee," "you" or "your") as an Area President.

3. **Background**. Focus CFO and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Addendum. This Addendum is attached to and forms a part of the Franchise Agreement. This Addendum is being signed because (a) Franchisee is a resident of North Dakota and the franchised business that Franchisee will operate under the Franchise Agreement will be located in North Dakota and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

4. **Releases**. Section 2.3.A of the Franchise Agreement is deleted in its entirety.

5. **Covenants Not to Compete**. The following language is added to the end of Section 14.3:

> Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

6. **Arbitration**. Section 18.7 of the Franchise Agreement is amended to provide that the location of arbitration shall be at a site to which Focus CFO and Franchisee agree.

7. **Jurisdiction**. Section 18.2 of the Franchise Agreement is deleted in its entirety and replaced with the following:

> Any action brought by either party except those claims required to be submitted to arbitration, shall only be brought in the appropriate state or federal court located in North Dakota. Claims for injunctive relief may be brought by Focus CFO where Franchisee is located. This provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

8. **Governing Law**. Section 18.1 of the Franchise Agreement is deleted in its entirety and replaced with the following:

> Except to the extent this Agreement or any particular provision is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refers also to any successor laws and to any published

regulations for such laws as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

9. **Waiver of Jury Trial**. Section 18.6 of the Franchise Agreement is deleted in its entirety.

10. **Waiver of Exemplary and Punitive Damages**. Section 18.5 of the Franchise Agreement is deleted in its entirety.

11. **Limitation of Claims**. The following language is added to the end of Section 18.4:

The time limitations set forth in this subsection are hereby modified by the North Dakota Franchise Investment Law. The statute of limitations under North Dakota Law will apply.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledge having read this Addendum and understands and consents to be bound by all of its terms.

Focus CFO Group, LLC	Franchise:_____
By: _____	By: _____
Its: _____	Its: _____
Dated: _____	Dated: _____

EXHIBIT J TO DISCLOSURE DOCUMENT

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date, stated below:

State	Effective Date
California	N/A
Hawaii	N/A
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	N/A
North Dakota	Pending
Rhode Island	N/A
South Dakota	Pending
Virginia	Pending
Washington	N/A
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

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 FOCUS CFO GROUP, LLC OFFERS YOU A FRANCHISE, FOCUS CFO MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 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 UNLESS OTHERWISE STATED IN YOUR STATE'S ADDENDUM.

IF FOCUS CFO GROUP, LLC DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE ADMINISTRATOR LISTED IN EXHIBIT A.

Focus CFO Group, LLC's sales agent for this offering is David Tramontana, 575 Charring Cross Drive, Suite 102, Westerville, Ohio 43081, email: d.tramontana@focuscfo.com, phone 614-944-5760.

Issuance Date: April 12, 2024

I HAVE RECEIVED A UNIFORM FRANCHISE DISCLOSURE DOCUMENT INCLUDING THE FOLLOWING EXHIBITS ON THE DATE LISTED BELOW:

A. LIST OF STATE ADMINISTRATORS; STATE DISCLOSURE DOCUMENT EFFECTIVE DATES
B. LIST OF STATE AGENTS FOR SERVICE OF PROCESS
C. FRANCHISE AGREEMENT
D. FINANCIAL STATEMENTS
E. FRANCHISEE DISCLOSURE QUESTIONNAIRE

Please sign and print your name below, date and return one copy of this receipt to Focus Group, LLC and keep the other for your records.

_____ _____

Date Signature of Prospective Franchisee

_____

Print Name

Franchisor's Copy - You may return the signed receipt by signing, dating, and mailing it to Samantha Hurst, 575 Charring Cross Drive, Suite 102, Westerville, Ohio 43081, email: s.hurst@focuscfo.com, phone 614-944-5760.

RECEIPT

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 FOCUS CFO GROUP, LLC OFFERS YOU A FRANCHISE, FOCUS CFO MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 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 UNLESS OTHERWISE STATED IN YOUR STATE'S ADDENDUM.

IF FOCUS CFO GROUP, LLC DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE ADMINISTRATOR LISTED IN EXHIBIT A.

Focus CFO Group, LLC's sales agent for this offering is David Tramontana, 575 Charring Cross Drive, Suite 102, Westerville, Ohio 43081, email: d.tramontana@focuscfo.com, phone 614-944-5760.

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C. FRANCHISE AGREEMENT
D. FINANCIAL STATEMENTS
E. FRANCHISEE DISCLOSURE QUESTIONNAIRE

Please sign and print your name below, date and return one copy of this receipt to Focus Group, LLC and keep the other for your records.

_____ _____

Date Signature of Prospective Franchisee

_____

Print Name

Franchisor's Copy - You may return the signed receipt by signing, dating, and mailing it to Samantha Hurst, 575 Charring Cross Drive, Suite 102, Westerville, Ohio 43081, email: s.hurst@focuscfo.com, phone 614-944-5760.