# FRANCHISE DISCLOSURE DOCUMENT

Coaching Matters, LLC
A Missouri limited liability company
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**FUNDRAISING UNIVERSITY**

The franchised business is to operate a fundraising company under the trade name "Fundraising University".

The total investment necessary to begin operation of a Fundraising University franchise for a single territory is $77,800 to $85,100. This includes $59,500 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of two to ten territories is $127,800 to $425,100. This includes $109,500 to $399,500 that must be paid to the franchisor.

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

The terms of your contract will govern your franchise relationship. 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, D.C. 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: April 28, 2022

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

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

## Some States Require Registration

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

Your state may also 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 Kansas. 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 Kansas than in your own state.

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

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

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

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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**EXHIBITS**


A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Form of General Release
D. Financial Statements
E. Operating Manual Table of Contents
F. Current and Former Franchisees
G. State Addenda to Disclosure Document
H. State Addenda to Franchise Agreement
State Effective Dates
Receipt (2 copies)

## Item 1
## THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, "we", "us," or "our" refers to Coaching Matters, LLC. "You" means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement's provisions also will apply to your owners.

We were formed as a limited liability company in the State of Missouri on July 25, 2018, as "Coaching Matters Foundation, LLC", and subsequently changed our name to "Coaching Matters, LLC" on January 1, 2020. Our principal business address is 7111 West 151st Street #36, Overland Park, Kansas 66223 and our telephone number is 402-680-5029. We do business under our company name, "Fundraising University" and "Fundraising U" and their associated designs (the "Marks"). We have registered our primary service marks on the Principal Register of the United States Patent and Trademark Office. We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We only offer franchises which operate under the "Fundraising University" Marks. We began offering franchises in January 2020.

Our agent for service of process in Missouri is Michael Charles Bahun, and the agent's principal business address is 7111 West 151st Street #36, Overland Park, Kansas 66223. Our agents for service of process in other states are disclosed in Exhibit A.

Our Parents, Predecessors and Affiliates

We do not have any parents or predecessors.

Our first affiliate company, Effinger Consulting, LLC, an Arizona limited liability company formed in Arizona on October 5, 2012, and having a principal business address is 2740 E Courtney Street, Gilbert, Arizona 85298. This affiliate provides professional consulting services to our franchisees. Effinger Consulting, LLC offers optional fundraising training services to our franchisees and has offered such training to our affiliate for several years. Effinger Consulting, LLC has not offered franchises in this or in any other lines of business previously.

Our second affiliate, Stolen Base, Inc. has operated Fundraising University in Loch Lloyd, Missouri since March 1, 2009. This affiliate has the same business address as us. As described in Item 17 below, if you wish to terminate the Franchise Agreement and we consent to the termination of your Franchise Agreement, we may require you to execute a Fundraising University Ambassador Agreement with this affiliate

We have operated, through affiliates, Fundraising University outlets similar to the franchise offered by this Disclosure Document since 2009. We and our affiliates may operate other Fundraising University concepts, including additional Fundraising University outlets, in the future.

Information About Our Business and the Franchises Offered

If you sign a franchise agreement with us, you will develop and operate a fundraising company that plans, executes and repeats a fundraiser under the trade name Fundraising University. If you purchase multiple territories (between 1 and 10), you will still just sign one franchise agreement, but your Initial Franchise Fee, monthly Royalty Fee, monthly Brand Fund contribution and monthly local advertising expenses will increase based on the total number of territories you purchase. You will also be required to sponsor Sports Clinics upon opening your franchise.

The general market for fundraising is elementary, middle, and high schools, as well as youth sports leagues for elementary, middle, and high school students. This market is relatively new and developing. Our customers are primarily coaches and teachers. Sales are not seasonal.

You will compete against national chains, regional chains, and independent owners. Some of these competitors are franchised.

Laws and Regulations

To protect residents, legitimate charitable organizations and the charitable community, most states have laws requiring 501(c)(3) charitable organizations that solicit contributions from the public, including those in the social sector, to register and file periodic reports. The states that do not require registration are: Vermont, Indiana, Iowa, South Dakota, Nebraska, Texas (with limited exceptions), Wyoming, Montana, Idaho and Nevada.

Most of the state fundraising statutes exempt certain organizations from their registration and filing requirements. For example, in Pennsylvania, charitable organizations receiving annual contributions of $25,000 or less are exempt from the state registration requirements as long as they do not compensate anyone to conduct solicitations. In addition, bona fide religious organizations, hospitals, educational institutions, firefighters, and numerous other types of organizations are exempt from the Pennsylvania law.

The information that must be submitted in or attached to the state registration forms varies from state to state. Many states accept a copy of IRS Form 990 in place of some or all of the required financial reports. In addition, other documents, such as articles of incorporation and bylaws, typically are required to be submitted. All information submitted in the registration reports is generally made available to the public. In addition to registration, the states that regulate charitable fundraising generally require covered organizations to file periodic financial reports. In Pennsylvania, for example, covered organizations are required each year to file reviewed financial statements if their gross contributions exceed $25,000 per year and audited financial statements if their gross contributions exceed $100,000 per year.

To determine specific registration and filing requirements, social sector charitable organizations that are engaged in or about to engage in fundraising should consult these guides, experienced counsel, and the agencies in the states in which the organization expects to be doing business.

Due to the fact that the franchised business is operated primarily on school grounds and around younger children, there may be specific laws and regulations in your Territory that prevent certain individuals who may have a criminal record from being on school property. You and your employees or contractors should have background checks on record and be aware of these regulations before entering school property. You should also be aware of certain tax and regulatory requirements that are associated with fund raising businesses.

## Item 2
## BUSINESS EXPERIENCE

**Michael Charles Bahun: Founder**

Michael Charles Bahun founded us on August 15, 2018. He has also been the President and Owner of our affiliate, Stolen Base, Inc. in Overland Park, KS, since March 2009.

**Michael Effinger: President of Sales**

Michael Effinger has served as our President of Sales since our inception on August 15, 2018. He has also been the Managing Member of Effinger Consulting, LLC in Gilbert, Arizona since October 5, 2012.

**Brian Cain: Vice President of Sales**

Brian Cain has served as our Vice President of Sales since July 14, 2021.He has also served as the Chief Executive Officer of Brian Cain Peak Performance in Paradise Valley, AZ since January 2003.

**Steven Shannon: Director of Franchise Support**

Steven Shannon has served as our Director of Franchise Support since July 2014. He has also served as a representative for Fundraising University in Aurora, Nebraska since July 2015 through his entity Expendables Inc.

**Steven Schick: Vice President of Franchise Development**

Steven Schick has served as our Vice President of Franchise Development since July 14, 2021. He has also served as the Owner of Pinnacle Franchise Solutions in Charlotte, NC since June 1, 2011.

**Colin Shockey: Training Consultant**

Colin Shockey has served as a Training Consultant since our inception on August 15, 2018. He has also served as President of Line Drive, Inc. in Omaha, NE since April 7, 2009, which, as of January 30, 2020, operates a Fundraising University franchise.

**Lindsay DiDonna: Director of Franchise Operations**

Lindsay has served as our Director of Franchise Operations since August 2021. Prior to joining Fundraising University, she was the Senior Director of Admissions at the Center for Excellence in Higher Education located in Salt Lake City, Utah from October 2014 to August 2021.

## Item 3
## LITIGATION

No litigation is required to be disclosed in this Item.

## Item 4
## BANKRUPTCY

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

## Item 5
## INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us $59,500 as the initial franchise fee for a contiguous territory that will include no more than 50,000 students of high school age as determined by the most recent U.S. Census data and other comparable sources. The initial franchise fee is not refundable under any circumstance. Your franchise fees for each additional territory for up to 10 territories will be as follows:

| Number of High School Age Students | Franchise Fee (Additional Franchise Fee) | Total Franchise Fee |
|---|---|---|
| Less than 50,000 | $59,500 | $59,500 |
| 50,000 – 89,499 | $50,000 | $109,500 |
| 89,500 – 119,499 | $40,000 | $149,500 |
| 119,500 – 148,999 | $39,500 | $189,000 |
| 149,000 – 177,999 | $39,000 | $228,000 |
| 178,000 – 205,999 | $38,000 | $266,000 |
| 206,000 – 232,999 | $37,000 | $303,000 |
| 233,000 – 257,999 | $35,000 | $338,000 |
| 258,000 – 280,999 | $33,000 | $371,000 |
| 281,000 – 299,499 | $28,500 | $399,500 |

If you would like to purchase a territory that exceeds the maximum number of students for the number of territories you are purchasing, you may elect to do so, and the initial franchise fee will be increased by $1.00 per additional high school age students within the territory(ies).

Training Fee

You must pay us a Training Fee of $10,000 prior to attending initial training. This cost covers up to two people for initial training and is non-refundable.

Proprietary Software Fee

You must pay us an annual Proprietary Software Fee of $3,250 for access to our proprietary payment processing software. The first such annual payment will be due upon setting up your account for the software.

**Item 6**
**OTHER FEES**

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalty Fee | The Royalty Fee is based on the length of time your franchise has been in operation, the number of territories you purchase and the total number of high school age students in your territory(ies). | Monthly, on the 5th day of the following month | See Note 1. |
| Brand Fund Contribution | The Brand Fund Contribution is based on the length of time your franchise has been in operation, the number of territories you purchase and the total number of high school age students in your territory(ies). | Monthly, on the 5th day of the following month | See Note 2. |
| Market Cooperative Contribution | As determined by co-op but not less than 1% of Gross Sales. Currently, none. | Monthly, on the 5th day of the following month | We have the right to establish local or regional advertising cooperatives. There is no maximum on the contribution determined by the co-op. (See Note 3) |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Local Marketing | Your minimum Local Marketing expenditure requirement is based on the length of time your franchise has been in operation, the number of territories you purchase and the total number of high school age students in your territory(ies). | Monthly | See Note 4. We reserve the right to collect this amount from you and to pay it to one or more specific vendors to provide your local marketing services. |
| Replacement / Additional Training fee | Our then-current fee. Currently, $500 per trainee, in addition to our trainers' travel and other costs and expenses in providing such training. | Prior to attending the additional training | If you send a manager or other employee to our training program after you complete the Initial Training and you are open, we will charge our then-current Replacement/Additional Training fee. |
| Third party vendors | Pass-through of costs, plus reasonable administrative charge. Currently, none. | Varies | We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together a reasonable markup or charge for administering the payment program. |
| Monthly software subscription | Currently, $125 per month per user | Monthly | We require you to use certain third-party software as described in Item 11. You will pay the software subscription fee directly to us. We reserve the right to increase this fee upon thirty (30) days' written notice to you. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Annual software subscription | Currently, $3,250 annually | On or before July 1 each year during the term. | In addition to the monthly software subscription fees, you will be required to pay to us an annual software subscription fee directly to us for your use of certain third-party software as described in Item 11. This fee may be payable in equal installments of $250 per month with our prior approval. |
| Non-compliance fee | $500 plus $250 per week while non-compliant after thirty days' notice of non-compliance | On demand | We may charge you $500 if your business is not in compliance with the franchise agreement or our system specifications such as ordering through unapproved vendor sources, and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance. |
| Reimbursement | Amount that we spend on your behalf, plus 10% | Within 15 days of invoice | If we pay any amount that you owe or are required to pay to a third party, you must reimburse us. |
| Late fee | $100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law) | On demand | We may charge a late fee if you fail to make a required payment when due. |
| Insufficient funds fee | $30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law) | On demand | We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account. |
| Costs of collection | Our actual costs | As incurred | Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Breach of territory fee | The greater of (i) $500 or (ii) 75% of the amount paid by the customer outside of your territory. | On demand | If you serve a customer outside of your territory without our prior written permission, we may impose this fee. |
| Special support fee | Our then-current fee, plus our expenses. Currently, $600 per day. | On demand | If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support). |
| Customer complaint resolution | Our expenses | On demand | We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses. |
| Records audit | Our actual cost | On demand | Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any month. |
| Special evaluation fee | Currently $600, plus our out-of-pocket costs | On demand | Payable only if we conduct an in-person evaluation of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification. |
| Non-compliance cure costs and fee | Our out-of-pocket costs and internal cost allocation, plus 10% | When billed | We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee. |
| Transfer fee | $10,000 plus any broker fees and other out-of-pocket costs we incur | When transfer occurs | Payable if you sell your business. |
| Renewal Fee | $5,000 | When renewing Franchise Agreement | Payable if you follow specific provisions required in order to extend your term for unlimited periods of 5-years each. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Liquidated damages | An amount equal to royalty fees and Brand Fund contributions for the lesser of (i) 2 years or (ii) the remaining weeks of the franchise term. | On demand | Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so. See Note 5. |
| Indemnity | Our costs and losses from any legal action related to the operation of your franchise | On demand | You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence). |
| Prevailing party's legal costs | Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party | On demand | In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses. |
| Supplier Review Fee | No fee for reviewing first three alternate suppliers you request; $125 per additional alternate supplier | Upon submission of additional alternate suppliers for our review | See Item 8 for more information on the alternate supplier review and approval process. |
| Annual Payment for Home Office & Training Facility | $500, beginning January 2022 | Annually | Required payment by all franchisees for the benefit of providing training and training facilities for franchisees and their managers and/or staff |

General Note: All fees are payable only to us (other than software subscription charges). All fees are imposed by us and collected by us (other than software subscription charges). All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate.

There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. You will not have to pay us any Royalty for (i) the first sixty (60) days after you complete our initial training program, or (ii) the first ninety (90) days after you sign the Franchise Agreement, whichever timeframe expires first. Then, then for the remainder of the first twelve (12) month period after you sign the Franchise Agreement, you will pay us a monthly flat fee royalty of $1,500 per month, regardless of the number of territories you have purchased. Beginning in the thirteenth (13th) month after you have signed the Franchise Agreement, you will pay us a monthly base Royalty based on the number of territories you have purchased. The base Royalties are as stated in the chart below:

| Territories Purchased | Months 13-18 | Months 19-24 | Months 25-30 | Months 31-36 | Months 37-42 | Months 43-48 | Months 49-54 | Months 55-60 | Months 60+ |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $2,000 | $2,250 | $2,250 | $3,000 | $3,000 | $3,000 | $3,750 | $3,750 | $4,000 |
| 2 | $2,222 | $2,944 | $3,716 | $4,488 | $5,260 | $6,032 | $6,804 | $7,576 | $8,000 |
| 3 | $2,667 | $3,834 | $5,001 | $6,168 | $7,335 | $8,502 | $9,669 | $10,836 | $12,000 |
| 4 | $3,111 | $4,722 | $6,333 | $7,944 | $9,555 | $11,166 | $12,777 | $14,388 | $16,000 |
| 5 | $3,556 | $5,612 | $7,668 | $9,724 | $11,780 | $13,836 | $15,892 | $17,948 | $20,000 |
| 6 | $4,000 | $6,500 | $9,000 | $11,500 | $14,000 | $16,500 | $19,000 | $21,500 | $24,000 |
| 7 | $4,444 | $7,388 | $10,332 | $13,276 | $16,220 | $19,164 | $22,108 | $25,052 | $28,000 |
| 8 | $4,889 | $8,278 | $11,667 | $15,056 | $18,445 | $21,834 | $25,223 | $28,612 | $32,000 |
| 9 | $5,333 | $9,166 | $12,999 | $16,832 | $20,665 | $24,498 | $28,331 | $32,164 | $36,000 |
| 10 | $5,778 | $10,056 | $14,334 | $18,612 | $22,890 | $27,168 | $31,446 | $35,724 | $40,000 |

If you elect to purchase 2,500 or more additional high school age students within your territory(ies), beginning in the thirteenth (13th) month after you have signed the Franchise Agreement, the base Royalty will be increased based on the number of high school age students over the maximum population for the number of territories you have purchased multiplied by the amounts stated below:

| Territories Purchased | Months 13-18 | Months 19-24 | Months 25-30 | Months 31-36 | Months 37-42 | Months 43-48 | Months 49-54 | Months 55-60 | Months 60+ |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $0.04 | $0.045 | $0.045 | $0.06 | $0.06 | $0.06 | $0.075 | $0.075 | $0.08 |
| 2 | $0.025 | $0.033 | $0.042 | $0.05 | $0.059 | $0.067 | $0.076 | $0.085 | $0.089 |
| 3 | $0.022 | $0.032 | $0.042 | $0.052 | $0.061 | $0.071 | $0.081 | $0.091 | $0.10 |
| 4 | $0.021 | $0.032 | $0.043 | $0.053 | $0.064 | $0.075 | $0.086 | $0.10 | $0.11 |
| 5 | $0.02 | $0.032 | $0.043 | $0.055 | $0.066 | $0.078 | $0.089 | $0.10 | $0.11 |
| 6 | $0.02 | $0.032 | $0.044 | $0.056 | $0.068 | $0.08 | $0.09 | $0.10 | $0.12 |
| 7 | $0.019 | $0.032 | $0.044 | $0.057 | $0.07 | $0.082 | $0.095 | $0.11 | $0.12 |
| 8 | $0.019 | $0.032 | $0.045 | $0.058 | $0.071 | $0.085 | $0.10 | $0.11 | $0.12 |
| 9 | $0.019 | $0.033 | $0.046 | $0.06 | $0.074 | $0.087 | $0.10 | $0.11 | $0.13 |
| 10 | $0.019 | $0.034 | $0.048 | $0.062 | $0.076 | $0.091 | $0.10 | $0.12 | $0.13 |

2. You will not have to pay us any Brand Fund Contribution for (i) the first sixty (60) days after you complete our initial training program, or (ii) the first ninety (90) days after you sign the Franchise Agreement, whichever timeframe expires first. Then, for the remainder of the first twelve (12) month period after you sign the Franchise Agreement, the Brand Fund Contribution will be a flat fee of $500 per month, regardless of the number of territories you have purchased. Beginning in the thirteenth (13th) month after you have signed the Franchise Agreement, you will pay a monthly Brand Fund Contribution based on the number of territories you have purchased. The Brand Fund Contributions are as stated in the chart below:

| Territories Purchased | Months 13-18 | Months 19-24 | Months 25-30 | Months 31-36 | Months 37-42 | Months 43-48 | Months 49-54 | Months 55-60 | Months 60+ |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $630 | $759 | $889 | $1,019 | $1,148 | $1,278 | $1,407 | $1,537 | $1,667 |
| 2 | $816 | $1,132 | $1,448 | $1,764 | $2,080 | $2,396 | $2,712 | $3,028 | $3,344 |
| 3 | $1,001 | $1,502 | $2,004 | $2,505 | $3,006 | $3,507 | $4,009 | $4,510 | $5,011 |
| 4 | $1,186 | $1,873 | $2,559 | $3,246 | $3,932 | $4,619 | $5,305 | $5,992 | $6,678 |
| 5 | $1,372 | $2,243 | $3,115 | $3,987 | $4,858 | $5,730 | $6,602 | $7,473 | $8,345 |
| 6 | $1,557 | $2,614 | $3,671 | $4,728 | $5,784 | $6,841 | $7,898 | $8,955 | $10,012 |
| 7 | $1,742 | $2,984 | $4,226 | $5,468 | $6,711 | $7,953 | $9,195 | $10,437 | $11,679 |
| 8 | $1,927 | $3,355 | $4,782 | $6,209 | $7,637 | $9,064 | $10,491 | $11,919 | $13,346 |
| 9 | $2,113 | $3,725 | $5,338 | $6,950 | $8,563 | $10,175 | $11,788 | $13,400 | $15,013 |
| 10 | $2,296 | $4,092 | $5,889 | $7,685 | $9,481 | $11,277 | $13,074 | $14,870 | $16,666 |

3. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. If our outlets have controlling voting power, there is no minimum or maximum on fees that could be imposed.

4. You must spend a minimum amount each month on local marketing. During the first twelve (12) months after you have signed the Franchise Agreement, you will be required to spend a minimum of $250 per month on local marketing, regardless of the number of territories you have purchased. Beginning in the thirteenth (13th) month after you have signed the Franchise Agreement, you will be required to spend a minimum amount each month on local marketing based on the number of territories you have purchased. The minimum local advertising expenditure is reflected in the table below:

| Territories Purchased | Months 13-18 | Months 19-24 | Months 25-30 | Months 31-36 | Months 37-42 | Months 43-48 | Months 49-54 | Months 55-60 | Months 60+ |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $278 | $306 | $334 | $362 | $390 | $418 | $446 | $474 | $500 |
| 2 | $333 | $416 | $499 | $582 | $665 | $748 | $831 | $914 | $1,000 |
| 3 | $389 | $528 | $667 | $806 | $945 | $1,084 | $1,223 | $1,362 | $1,500 |
| 4 | $444 | $639 | $833 | $1,028 | $1,222 | $1,417 | $1,611 | $1,806 | $2,000 |
| 5 | $500 | $750 | $1,000 | $1,250 | $1,500 | $1,750 | $2,000 | $2,250 | $2,500 |
| 6 | $556 | $861 | $1,167 | $1,472 | $1,778 | $2,083 | $2,389 | $2,694 | $3,000 |
| 7 | $611 | $972 | $1,333 | $1,694 | $2,056 | $2,417 | $2,778 | $3,139 | $3,500 |
| 8 | $667 | $1,083 | $1,500 | $1,917 | $2,333 | $2,750 | $3,167 | $3,583 | $4,000 |
| 9 | $722 | $1,194 | $1,667 | $2,139 | $2,611 | $3,083 | $3,556 | $4,028 | $4,500 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 10 | $778 | $1,306 | $1,833 | $2,361 | $2,888 | $3,417 | $3,944 | $4,472 | $5,000 |

5. If you wish to terminate the Franchise Agreement and we consent, you will be required to pay liquidated damages as well as execute a Fundraising University Ambassador Agreement with us or our affiliates as part of your post termination obligations.

## Item 7
## ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

**A. Single Territory**

| **Type of expenditure** (see Note 1) | **Amount** | | | **Method of payment** | **When due** | **To whom payment is to be made** |
|---|---|---|---|---|---|---|
| Initial Franchise Fee | $59,500 | - | $59,500 | Check or wire transfer | Upon signing the franchise agreement | Us |
| Training Fee (see Note 2) | $10,000 | - | $10,000 | Check or wire transfer | Prior to training | Us |
| Furniture, Fixtures, and Equipment | $250 | - | $750 | Check, debit, and/or credit | As incurred | Vendors and suppliers |
| Insurance | $500 | - | $800 | Check | Upon ordering | Insurance company |
| Clinic Sponsorships (See Note 3) | $1,000 | - | $4,000 | Check | Upon agreement | Sponsor |
| Signage | $300 | - | $800 | Check, debit, and/or credit | Upon ordering | Vendor |
| Inventory | $500 | - | $1,000 | Check, debit, and/or credit | Upon ordering | Vendors |
| Proprietary Software Fee (see Note 4) | $3,250 | - | $3,250 | Check, debit, and/or credit | Upon creating account | Us |
| Travel, lodging and meals for initial training | $1,000 | - | $2,500 | Cash, debit, or credit | As incurred | Airlines, hotels, and restaurants |
| Additional funds— 3 Months (see Note 5) | $1,500 | - | $2,500 | Varies | Varies | Employees, suppliers |
| Total | $77,800 | - | $85,100 | | | |

1. None of the expenditures in this table will be refundable. Neither we nor any affiliate finance any part of your initial investment.

2. This fee is for you (or if you are an entity, a person with ownership interest in the entity) and one other person to attend training.

3. We require that you sponsor multiple sports clinics in conjunction with the launch of your franchise. This should build goodwill and brand recognition and help to establish your relationship with sports clinics where you will generate fundraising opportunities.

4. You will pay us a fee of $3,250 upon setting up your account for our proprietary software program. Thereafter, you will pay us an annual subscription fee of $3,250 for ongoing credit card payment processing. (See Item 8 for more information about this vendor and service)

5. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, and other operating expenses in excess of income generated by the business. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a Fundraising University business by our affiliate, and our general knowledge of the industry.

**B. Multiple Territories**

| **Type of expenditure** (see Note 1) | **Amount** | **Method of payment** | **When due** | **To whom payment is to be made** |
|---|---|---|---|---|
| Initial Franchise Fee | $109,500 - $399,500 | Check or wire transfer | Upon signing the franchise agreement | Us |
| Initial Investment to Open Business (see Note 2) | $18,300 - $25,600 | See Chart A of this Item 7. | | |
| Total (See Note 3) | $127,800 - $425,100 | | | |

Notes

1. None of the expenditures in this table will be refundable. Neither we nor any affiliate finance any part of your initial investment.

2. This figure represents the total estimated initial investment required to open the franchised business you agreed to open and operate under the franchise agreement. This range includes all of the items outlined in Chart 7.A. of this Item, except for the Initial Franchise Fee because that will be accounted for in the Initial Franchise Fee for multiple territories.

3. This is the total estimated initial investment to enter into a franchise agreement for the right to operate between two (2) and ten (10) territories, as well as the costs to open and commence operating your franchised business for the first three months (as described more fully in Chart A of this Item 7).

## Item 8
## RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and (iii) Workers Compensation coverage as required by state law. Your insurance policies must add us and our affiliates as additional insured.

C. Other requirements. You will purchase inventory, supplies and items specific to the franchised business model and fundraising market segment from our approved vendors and suppliers. This includes, but is not limited to the following:

Discount cards will be purchased through WardKraft.
Discount tickets will be purchased through Rapit Printing.
RahRah will be purchased through RahRah Solutions.
Cookie Dough will be purchased through either Fundraising Manager or Neighbors, LLC.
Popcorn and pretzels will be purchased through We Are Nuts.
Trash bags may be purchased through Dollars 4 U.
Donation platform sales will go through KRFM Consulting, LLC.
Sales collateral may be purchased locally, subject to our standards and specifications.

You must process your payments through our proprietary software. This software allows you to accept payments quickly while passing along processing fees to customers. We will charge you an annual subscription fee of $3,250, which must be paid in conjunction with setting up your account and thereafter on or before July 1 of each subsequent year.

Us or our Affiliates as Supplier

We are an approved supplier, but not the exclusive supplier, of cards and tickets that you must purchase. No person or companies affiliated with the franchisor are approved suppliers.

Ownership of Suppliers

Outside of your optional purchase of cards and tickets from us directly, none of our officers owns any interest in any approved or designated supplier for any product, good, or service that you are required to purchase for the operation of your Franchised Business, but they reserve the right to do so in the future.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve up to three alternate suppliers, but you must pay us $125 per alternate supplier, past the first three, that you request our review of. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

Revenue to Us and Our Affiliates

We will derive revenue from the required purchases and leases by franchisees. During our previous fiscal year ended December 31, 2021, we did not receive any revenue from any required purchases or leases. None of our affiliates receive revenue from required purchases and leases by franchisees.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 80% to 100% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 80% to 100% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We will receive payments from designated suppliers from franchisee purchases based on the following items and products:

Popcorn Products

Cookie Dough Products

Discount Cards and Tickets

During our previous fiscal year ended December 31, 2021, we did not receive any payments from designated suppliers from franchisee purchases based on the above items and products.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We do negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

Benefits Provided to You for Purchases

We do provide material benefits to you based on your purchase of particular goods or services, or your use of particular suppliers through negotiated discounts on supplies and products.

## Item 9
## FRANCHISEE'S OBLIGATIONS

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

| Obligation | Section in agreement | Disclosure document item |
|---|---|---|
| a. Site selection and acquisition/lease | FA: § 6.1, 6.2 | Item 11 |
| b. Pre-opening purchase/leases | FA: §§ 6.2, 6.3 | Items 5, 7, 8 and 11 |
| c. Site development and other pre-opening requirements | FA: Article 6 | Items 5, 7, 8 and 11 |

| Obligation | Section in agreement | Disclosure document item |
|---|---|---|
| d. Initial and ongoing training | FA: §§ 5.4, 6.4, 7.6 | Items 5, 6, 8 and 11 |
| e. Opening | FA: §§ 6.5, 6.6 | Items 7, 8 and 11 |
| f. Fees | FA: Article 4, §§ 5.5, 7.8, 10.5, 11.2, 11.3, 14.5, 15.2, 16.1, 17.6 | Items 5, 6 and 7 |
| g. Compliance with standards and policies/operating manual | FA: Article 7, §§ 6.3, 10.1, 10.4, 11.1 | Items 8, 11 and 14 |
| h. Trademarks and proprietary information | FA: Article 12, § 13.1 | Items 13 and 14 |
| i. Restrictions on products/services offered | FA: § 7.3 | Items 8, 11 and 16 |
| j. Warranty and customer service requirements | FA: §§ 7.3, 7.8, 7.9 | Item 8 |
| k. Territorial development and sales quotas | FA: Not applicable | Item 12 |
| l. Ongoing product/service purchases | FA: Article 8 | Items 6 and 8 |
| m. Maintenance, appearance, and remodeling requirements | FA: §§ 7.12, 7.13 | Items 6, 7 and 8 |
| n. Insurance | FA: § 7.15 | Items 6, 7 and 8 |
| o. Advertising | FA: Article 9 | Items 6, 7, 8 and 11 |
| p. Indemnification | FA: Article 16 | Items 6 and 8 |
| q. Owner's participation/management/staffing | FA: § 2.4 | Items 15 |
| r. Records and reports | FA: Article 10 | Item 11 |
| s. Inspections and audits | FA: §§ 10.5, 11.2 | Items 6 and 11 |
| t. Transfer | FA: Article 15 | Items 6 and 17 |
| u. Renewal | FA: § 3.2 | Item 17 |
| v. Post-termination obligations | FA: Article 13, § 14.3 | Item 17 |
| w. Non-competition covenants | FA: § 13.2 | Item 17 |
| x. Dispute resolution | FA: Article 17 | Items 6 and 17 |

## Item 10
## FINANCING

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

## Item 11
## FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Our Pre-Opening Obligations

Before you open your business:

A. *Site Selection*. You are solely responsible for choosing the site of your franchised business. We do not choose your site or approve the area in which you select your site. Because we do not provide site approval, we do not consider any factors in selecting or approving your site and there is no requirement for us to provide approval within a certain time frame. (Franchise Agreement, Section 6.1)

B. *Hiring and training employees*. We will provide you with our suggested staffing levels, suggested guidelines for hiring employees, operational instructions in the Manual which you can use as part of training new employees, and our initial training program described below. All hiring decisions and conditions of employment are your sole responsibility. (Franchise Agreement, Sections 5.2, 5.3)

C. *Necessary equipment, signs, fixtures, opening inventory, and supplies*. We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Franchise Agreement, Section 5.4) We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

D. *Operating Manual*. We will give you access to our Operating Manual (Franchise Agreement, Section 5.1).

E. *Initial Training Program.* We will conduct our initial training program. The current initial training program is described below. You must complete the initial training program within thirty (30) days after signing the Franchise Agreement. (Franchise Agreement, Section 5.4)

F. *Business plan review*. If you request, we will review your pre-opening business plan and financial projections. (Franchise Agreement, Section 5.4).

G. *Market introduction plan*. We will advise you regarding the planning and execution of your market introduction plan. (Franchise Agreement, Section 5.4).

H. *On-site opening support.* We will have a representative provide on-site support for at least 2 days in connection with your business opening. (Franchise Agreement, Section 5.4).

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 30 days. Factors that may affect the time period include your ability to obtain financing, obtain business permits and licenses, schedule initial training, and hire employees.

Our Post-Opening Obligations

After you open your business:

B. *Hiring and training employees*. We will provide you with our suggested staffing levels, suggested guidelines for hiring employees, and operational instructions in the Manual which you can use as part of training new employees. All hiring decisions and conditions of employment are your sole responsibility. (Franchise Agreement, Sections 5.2, 5.3)

C. *Improving and developing your business; resolving operating problems you encounter*. If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable and provided our personnel are available. If we provide in-person support in response to your request, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Franchise Agreement, Section 5.5).

D. *Establishing prices*. Upon your request, we will provide recommended prices for products and services. (Franchise Agreement, Section 5.5). We have the right to determine prices charged by our franchisees for goods and services (but only to the extent permitted by applicable law).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control. (Franchise Agreement, Section 5.5). We may make any such procedures part of required (and not merely recommended) procedures for our system. You must use our chart of accounts and platform for submitting your financial reports to us. You must also submit your full financial statements to us monthly.

F. *Brand Fund*. We will administer the Brand Fund. (Franchise Agreement, Section 9.3).

G. *Website*. We will maintain a website for the Fundraising University brand, which will include your business information and telephone number. (Franchise Agreement, Section 5.5)

Advertising

*Our obligation*. We will use the Brand Fund only for brand building, search engine optimization, social media advertising, email campaigns, marketing and related purposes and costs. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where

any particular franchisee is located. We will maintain the brand website (which will be paid for by the Brand Fund). We have no other obligation to conduct advertising.

*Your own advertising material*. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

*Advertising council*. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

*Local or Regional Advertising Cooperatives.* We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% of gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. If our outlets have controlling voting power, there is no maximum on fees that could be imposed. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

*Brand Fund*. You and all other franchisees must contribute to our Brand Fund that we have administered. You will not have to pay us any Brand Fund Contribution for (i) the first sixty (60) days after you complete our initial training program, or (ii) the first ninety (90) days after you sign the Franchise Agreement, whichever timeframe expires first. Then, for the remainder of the first twelve (12) month period after you sign the Franchise Agreement, the Brand Fund Contribution will be a flat fee of $500 per month, regardless of the number of territories you have purchased. Beginning in the thirteenth ($13^{th}$) month after you have signed the Franchise Agreement, the Brand Fund Contribution will be a monthly fee based on the number of territories you have purchased, reflected in table below:

| Territories Purchased | Months 13-18 | Months 19-24 | Months 25-30 | Months 31-36 | Months 37-42 | Months 43-48 | Months 49-54 | Months 55-60 | Months 60+ |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $630 | $759 | $889 | $1,019 | $1,148 | $1,278 | $1,407 | $1,537 | $1,667 |
| 2 | $816 | $1,132 | $1,448 | $1,764 | $2,080 | $2,396 | $2,712 | $3,028 | $3,344 |
| 3 | $1,001 | $1,502 | $2,004 | $2,505 | $3,006 | $3,507 | $4,009 | $4,510 | $5,011 |
| 4 | $1,186 | $1,873 | $2,559 | $3,246 | $3,932 | $4,619 | $5,305 | $5,992 | $6,678 |
| 5 | $1,372 | $2,243 | $3,115 | $3,987 | $4,858 | $5,730 | $6,602 | $7,473 | $8,345 |
| 6 | $1,557 | $2,614 | $3,671 | $4,728 | $5,784 | $6,841 | $7,898 | $8,955 | $10,012 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 7 | $1,742 | $2,984 | $4,226 | $5,468 | $6,711 | $7,953 | $9,195 | $10,437 | $11,679 |
| 8 | $1,927 | $3,355 | $4,782 | $6,209 | $7,637 | $9,064 | $10,491 | $11,919 | $13,346 |
| 9 | $2,113 | $3,725 | $5,338 | $6,950 | $8,563 | $10,175 | $11,788 | $13,400 | $15,013 |
| 10 | $2,296 | $4,092 | $5,889 | $7,685 | $9,481 | $11,277 | $13,074 | $14,870 | $16,666 |

We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own are not obligated to contribute to the Brand Fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

In our most recently concluded fiscal year ending December 31, 2021, all Brand Fund contributions were used as follows: 100% on digital marketing SEO.

If less than all Brand Funds are spent in the fiscal year in which they accrue, the money will remain in the Brand Fund to be spent in the next year. Franchisees will not receive a periodic accounting of how advertising fees are spent.

No money from the Brand Fund is spent principally to solicit new franchise sales.

*Market introduction plan.* You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business.

*Required spending*. You must spend a minimum amount each month on local marketing. During the first twelve (12) months after you have signed the Franchise Agreement, you will be required to spend a minimum of $250 per month on local marketing, regardless of the number of territories you have purchased. Beginning in the thirteenth (13$^{th}$) month after you have signed the Franchise Agreement, you will be required to spend a minimum amount each month on local marketing based on the number of territories you have purchased, as reflect in the table below:

| Territories Purchased | Months 13-18 | Months 19-24 | Months 25-30 | Months 31-36 | Months 37-42 | Months 43-48 | Months 49-54 | Months 55-60 | Months 60+ |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $278 | $306 | $334 | $362 | $390 | $418 | $446 | $474 | $500 |
| 2 | $333 | $416 | $499 | $582 | $665 | $748 | $831 | $914 | $1,000 |
| 3 | $389 | $528 | $667 | $806 | $945 | $1,084 | $1,223 | $1,362 | $1,500 |
| 4 | $444 | $639 | $833 | $1,028 | $1,222 | $1,417 | $1,611 | $1,806 | $2,000 |
| 5 | $500 | $750 | $1,000 | $1,250 | $1,500 | $1,750 | $2,000 | $2,250 | $2,500 |
| 6 | $556 | $861 | $1,167 | $1,472 | $1,778 | $2,083 | $2,389 | $2,694 | $3,000 |
| 7 | $611 | $972 | $1,333 | $1,694 | $2,056 | $2,417 | $2,778 | $3,139 | $3,500 |
| 8 | $667 | $1,083 | $1,500 | $1,917 | $2,333 | $2,750 | $3,167 | $3,583 | $4,000 |
| 9 | $722 | $1,194 | $1,667 | $2,139 | $2,611 | $3,083 | $3,556 | $4,028 | $4,500 |
| 10 | $778 | $1,306 | $1,833 | $2,361 | $2,888 | $3,417 | $3,944 | $4,472 | $5,000 |

We reserve the right to collect this amount from you and to pay it to one or more specific vendors to provide your local marketing services.

Computer Systems

We require you to purchase computer systems and software from vendors approved by us.

In addition to the primary operating System, you must have a basic computer/laptop to use exclusively in connection with your Computer System that must have: (i) the ability to access high-speed Internet (wirelessly) twenty four (24) hours a day; (ii) Windows XP, Vista or newer Windows operating system software installed, along with a Microsoft Office software suite containing Word and Excel; (iii) the ability to run the accounting/bookkeeping software we designate, currently FranMetrics; (iv) an active license to Google Suites and Copper CRM; and (v) an active license to use our proprietary software program in order to have access to the credit card processing. The principal functions of the Computer System will be for bookkeeping, creating invoices, preparing materials, and for other general use in connection with the Franchised Business. We do not currently have any minimum requirements regarding the RAM storage that your computer/laptop must have, so long as the hardware you are using can perform the tasks outlined in this Item and the Manuals. You will also need a basic printer to use in connection with your computer/laptop. The computer/laptop you use in connection with the Franchised Business may not be used for any other business purpose. We may modify our System standards and specifications for our Computer System and may otherwise require you to use any Required Software we designate.

The system provides management tools and operating systems needed to manage the day-to-day business. These systems will generate or store data such as customer contact data, financial data, insurance data and customer contact data.

We estimate that these systems will cost $500 to $1,500 to purchase.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you to enter into any such contract with a third party.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $250 - $350 per month depending on the level of support you require from the vendors.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Operating Manual

See Exhibit E for the table of contents of our Operating Manual as of the date of this disclosure document, with the number of pages devoted to each subject. Our Operating Manual has a total of 208 pages.

Training Program

You (if the franchisee is an individual) or your Principal Executive (if the franchisee is a business entity) and your manager must complete our initial training program, to our satisfaction, prior to opening your Franchised Business. The initial training program will take place over approximately 30 days. Our training program consists of the following:

**TRAINING PROGRAM**

| Subject | Hours of Classroom Training (At Our Locations) | Hours of On-The-Job Training | Location |
|---|---|---|---|
| Action Selling<br>- Concept<br>- Presentation Development<br>- Scripting the Sales Talk<br>- Leveraging the CRM and Technology | 20 | 0 | Our Location or another Fundraising University Location we designate; or virtually |
| Fundamentals<br>- Service Offerings<br>- Weekly Planning<br>- Product Building<br>- Territory Map<br>- Fund-U-Now<br>- Adding Value | 18 | 0 | Our Location or another Fundraising University Location we designate; or virtually |
| Business Operations<br>- Score Board<br>- Scorecard<br>- GSuite<br>- Contracts | 8 | 0 | Our Location or another Fundraising University Location we designate; or virtually |
| Key Performance Reviews<br>- Action selling certification<br>- Game Plan Meeting certification<br>- Kick-off certification<br>- Onboarding | 24 | 0 | Our Location or another Fundraising University Location we designate; or virtually |
| Goal setting<br>- Defining your goals | 4 | 0 | Our Location or another Fundraising University |

| | | | |
|---|---|---|---|
| - Planning for Success<br>- Executing | | | Location we designate; or virtually |
| **TOTALS:** | 74 | 0 | |

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training class once per month; however, additional training schedules will be organized based on franchisee demand. You are required to attend the first available training session following your execution of the Franchise Agreement.

We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Operating manuals, action selling trainer certified program and Wealth Factory programs.

Training classes will be led by Michael Effinger, 23 years of experience in the industry, 3 years with us or affiliates, and Mike Bahun, 21 years of experience in the industry, 13 years with us or affiliates.

The fee for initial training is $10,000 for two people. You must pay the travel and living expenses of people attending training.

You must attend training. You may send any additional people to train that you want (up to the maximum described above). You must complete training to our satisfaction before entering schools.

We may conduct mandatory or optional additional training programs, including ongoing first-year operations training, an annual conference or national business meeting. If we require it, you must attend mandatory training programs and an annual conference or national business meeting each year at a location we designate. We currently hold our annual conference twice per year, once in January and once in July. You may elect to either the January conference, the July conference, or both; however, you must attend at least one conference.

Failure to attend any mandatory training, including an annual conference or business meeting, is a default under the Franchise Agreement. We reserve the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. Currently, the annual conference fee is $750 for your Principal Executive, and $250 per person for any additional personnel that attends the annual conference. You must also pay your transportation, lodging, meals, and other expenses to attend any mandatory training program.

## 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.

Your Location

We anticipate that you will manage your franchise from your home, which must be located in your territory unless otherwise approved by us.

Grant of Territory

Your franchise agreement will specify a contiguous territory, which will include no more than 50,000 students of high school age, which is defined as 15-18 years old. For additional territories, you will pay us a fee as described in Item 5, Item 7, and Section 4 of the Franchise Agreement. We will conduct territory analysis and then define your territory by zip codes, county lines, state lines or other borders. We will use United States Census Bureau data to determine the population of your territory.

Relocation; Establishment of Additional Outlets

You may relocate your business headquarters anywhere in your territory.

You do not have the right to establish additional franchised outlets or expand into additional territory. If you desire to do so, you must (1) meet our then-current criteria for new franchisees, (2) be in compliance with your franchise agreement at all times since opening your business, (3) have demonstrated your capability to operate a multi-territory franchise successfully, and (4) obtain our agreement.

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Non-Exclusivity

In your territory, we will not establish a Fundraising University outlet, nor license or franchise another party to establish a Fundraising University outlet. There are no circumstances that permit us to modify your territorial rights.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

Except as described in this paragraph, we will not serve customers in your territory, nor authorize another party to serve customers in your territory, under our Fundraising University brand. However, we may serve (or authorize other franchisees to serve) customers in your territory if you are in default, or if you are incapable of meeting customer demand in your territory. We

may also serve (or authorize another franchisee to serve) a particular customer in your territory if you fail to properly serve such customer, or if we reasonably believe that you will not properly serve such customer. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory (i) using our principal trademarks, but only for sales of products or services different from the ones you will offer, and (ii) using trademarks different from the ones you will use. In the circumstances where the franchise agreement does not prohibit us from soliciting or accepting orders from inside your territory, we do not pay any compensation to you.

Soliciting by You Outside Your Territory

You cannot solicit or market to potential customers outside of your territory, including through the use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, except for solicitations or marketing which are primarily targeted inside the territory, and which incidentally reach potential customers outside of the territory. You cannot serve customers or schools outside of your territory without our prior written permission and purchase of the additional territory. We may withdraw permission at any time.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, we reserve the right to do so.

## Item 13
## TRADEMARKS

Principal Trademark

The following are the principal trademarks that we license to you. These trademarks are owned by us. Both trademarks are registered on the Principal Register of the United States Patent and Trademark Office.

| Trademark | Registration Date | Registration Number |
|---|---|---|
| Fundraising University | 7/30/2019 | 5819152 |
| | 6/22/2021 | 6392909 |

Because no federal registration is at least five years old, no Section 8 or 15 affidavits have been filed and the trademarks above are not incontestable. The trademarks have not yet been renewed.

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third-party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense. Your rights under your franchise agreement will not be affected.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks or any other trademark.

## Item 14
## PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Operating Manual as well as all other sales, training, management, and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Operating Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Operating Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

## Item 15
## OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Participation

While we recommend that you, as the Principal Executive of your franchise business, directly run the day-to-day operations of your franchise business, if the franchise business is owned

by an entity, you may, upon written request, hire a general manger approved by us to run the day-to-day operations.

You, as the Principal Executive, are primarily responsible for your business and have decision-making authority on behalf of the business. You and your general manager must complete our initial training program. You and your general manager must complete any post-opening training programs that we develop in the future and must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. Neither you nor your general manager can fail to attend more than three consecutive required meetings. Failure to do so may result in a default of your franchise business. Your general manager, if you designate one, is not required to own any equity in your franchisee entity.

You may also hire one or more sales representatives approved by us. The sales representative must complete training, whether initial or additional training after you open to our satisfaction. The sales representative is not required to own any equity in you franchise entity.

If your business is owned by an entity, all owners of the entity must sign our Guaranty and Non-Compete Agreement (see Attachment 2 to Exhibit B).

"On-Premises" Supervision

When your business performs services for a customer, you are not required to personally conduct "on-premises" supervision of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor. The general manager of your business (whether that is you or a hired person) must successfully complete our training program.

If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager sign a confidentiality and non-compete agreement. We do not require you place any other restrictions on your manager.

## Item 16
## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved.

You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made to customers in your territory.

## Item 17
## RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

### THE FRANCHISE RELATIONSHIP

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

| Provision | Section in franchise or other agreement | Summary |
|---|---|---|
| a. Length of the franchise term | Franchise Agreement (FA): § 3.1 | 10 years from date of franchise agreement. |
| b. Renewal or extension of the term | FA: § 3.2 | You may obtain a successor franchise agreement for unlimited additional 5-year terms. |
| c. Requirements for franchisee to renew or extend | FA: § 3.2 | For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract.<br>To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties and have no more than three (3) events of default during current term; provide written notice to us at least six months before the end of the term; renovate to our then-current standards; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law); and pay us a $5,000 renewal fee. |

| Provision | Section in franchise or other agreement | Summary |
|---|---|---|
| d. Termination by franchisee | FA: § 14.1 | If you wish to terminate the Franchise Agreement, you must notify us of your intention to do so not less than 180 days prior to the termination date you specify. You and we will determine a corrective action plan to take place during such 180-day period. If, after the 180 day period, you still wish to terminate the franchise agreement and we consent, you will be required to (i) execute a general release, releasing any claims against us and our affiliates, principals, members and officers; (ii) pay to us a termination fee based on the number of territories you own; (iii) assign all contracted sales to us within 72 hours; and (iv) execute a Fundraising University Ambassador Agreement with us or our affiliates. |
| e. Termination by franchisor without cause | Not Applicable | |
| f. Termination by franchisor with cause | FA: § 14.2 | We may terminate your agreement for cause, subject to any applicable notice and cure opportunity. |
| g. "Cause" defined--curable defaults | FA: § 14.2 | Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure). |
| h. "Cause" defined--non-curable defaults | FA: § 14.2 | Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our business inspection; cease operations for more than 5 consecutive days; three defaults in 12 months; cross-termination; charge or conviction of a felony, or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured. |

| Provision | Section in franchise or other agreement | Summary |
|---|---|---|
| i. Franchisee's obligations on termination/non-renewal | FA: §§ 14.3 – 14.6 | Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; pay liquidated damages; purchase option by us. |
| j. Assignment of agreement by franchisor | FA: § 15.1 | Unlimited |
| k. "Transfer" by franchisee - defined | FA: Article 1 | For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) direct or indirect ownership interest of more than 25% of the business, or (iv) control of the business. |
| l. Franchisor's approval of transfer by franchisee | FA: § 15.2 | No transfers without our approval. |
| m. Conditions for franchisor's approval of transfer | FA: § 15.2 | Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; business complies with then-current system specifications (including remodel, if applicable). |
| n. Franchisor's right of first refusal to acquire franchisee's business | FA: § 15.5 | If you want to transfer your business (other than to your spouse, sibling, or child), we have a right of first refusal. |
| o. Franchisor's option to purchase franchisee's business | FA: § 14.6 | When your agreement expires or is terminated, the franchisor will have the right (but not the obligation) to purchase any or all of the assets related to your franchised business. The franchisor must notify you of this intent no later than 30 days after your agreement expires or is terminated. |

| Provision | Section in franchise or other agreement | Summary |
|---|---|---|
| p. Death or disability of franchisee | FA: §§ 2.4, 15.4 | If you die or become incapacitated, a new principal operator acceptable to us must be designated to operate the business, and your executor must transfer the business to a third party within nine months. |
| q. Non-competition covenants during the term of the franchise | FA: § 13.2 | Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, or be engaged or employed by, any competitor. |
| r. Non-competition covenants after the franchise is terminated or expires | FA: § 13.2 | For two years, no ownership or employment by a competitor located within five miles of your former territory or the territory of any other Fundraising University business operating on the date of termination. |
| s. Modification of the agreement | FA: § 18.4 | No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications. |
| t. Integration/merger clause | FA: § 18.3 | Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document. |
| u. Dispute resolution by arbitration or mediation | FA: § 17.1 | All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law). |
| v. Choice of forum | FA: §§ 17.1; 17.5 | Arbitration will take place where our headquarters is located (currently, Overland Park, Kansas) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law). |

| Provision | Section in franchise or other agreement | Summary |
|---|---|---|
| w. Choice of law | FA: § 18.8 | Kansas (subject to applicable state law). |

## Item 18
## PUBLIC FIGURES

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

## Item 19
## FINANCIAL PERFORMANCE REPRESENTATIONS

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

This Item contains an historic financial performance representation of our existing outlets in 2021. At the end of calendar year 2021, we had a total of 40 outlets, of which 12 were affiliate-owned and 28 we franchise-owned. The following tables show the performance of our outlets that have been in operation for a full year as of December 31, 2021 (4 affiliate-owned and 12 franchise-owned), and which operated for the full calendar year 2021.

Table 1: Gross Sales[1]

| | |
|---|---|
| All Outlets (16 Outlets) – Average Gross Sales | $746,756 |
| All Outlets (16 Outlets) – Median Gross Sales | $824,185 |
| All Outlets (16 Outlets) – Gross Sales High | $1,688,479 |
| All Outlets (16 Outlets) – Gross Sales Low | $72,475 |
| Top 20% Performers (3 Outlets) – Average Gross Sales | $1,425,475 |
| Top 20% Performers (3 Outlets) – Median Gross Sales | $1,371,854 |
| Top 20% Performers (3 Outlets) – Gross Sales High | $1,688,479 |
| Top 20% Performers (3 Outlets) – Gross Sales Low | $1,216,093 |

| | |
|---|---|
| Middle 60% Performers (10 Outlets) – Average Gross Sales | $738,572 |
| Middle 60% Performers (10 Outlets) – Median Gross Sales | $824,185 |
| Middle 60% Performers (10 Outlets) – Gross Sales High | $1,176,144 |
| Middle 60% Performers (10 Outlets) – Gross Sales Low | $266,841 |
| Bottom 20% Performers (3 Outlets) – Average Gross Sales | $95,318 |
| Bottom 20% Performers (3 Outlets) – Median Gross Sales | $96,350 |
| Bottom 20% Performers (3 Outlets) – Gross Sales High | $117,130 |
| Bottom 20% Performers (3 Outlets) – Gross Sales Low | $72,475 |

Table 2: Operating Expenses[2]

| | |
|---|---|
| All Outlets (16 Outlets) – Average Operating Expenses | $602,008 |
| All Outlets (16 Outlets) – Median Operating Expenses | $658,211 |
| All Outlets (16 Outlets) – Operating Expenses High | $1,295,312 |
| All Outlets (16 Outlets) – Operating Expenses Low | $101,227 |
| Top 20% Performers (3 Outlets) – Average Operating Expenses | $1,115,397 |
| Top 20% Performers (3 Outlets) – Median Operating Expenses | $1,087,060 |
| Top 20% Performers (3 Outlets) – Operating Expenses High | $1,295,312 |
| Top 20% Performers (3 Outlets) – Operating Expenses Low | $963,819 |
| Middle 60% Performers (10 Outlets) – Average Operating Expenses | $593,117 |

| | |
|---|---|
| Middle 60% Performers (10 Outlets) – Median Operating Expenses | $658,211 |
| Middle 60% Performers (10 Outlets) – Operating Expenses High | $931,845 |
| Middle 60% Performers (10 Outlets) – Operating Expenses Low | $242,040 |
| Bottom 20% Performers (3 Outlets) – Average Operating Expenses | $118,243 |
| Bottom 20% Performers (3 Outlets) – Median Operating Expenses | $118,522 |
| Bottom 20% Performers (3 Outlets) – Operating Expenses High | $134,981 |
| Bottom 20% Performers (3 Outlets) – Operating Expenses Low | $101,227 |

Table 3: EBITDA[3]

| | $ | %[4] |
|---|---|---|
| All Outlets (16 Outlets) – Average EBITDA | $144,748 | 10.6% |
| All Outlets (16 Outlets) – Median EBITDA | $165,974 | 20.1% |
| All Outlets (16 Outlets) – EBITDA High | $393,167 | 23.3% |
| All Outlets (16 Outlets) – EBITDA Low | ($28,752) | (39.7%) |
| Top 20% Performers (3 Outlets) – Average EBITDA | $310,078 | 21.6% |
| Top 20% Performers (3 Outlets) – Median EBITDA | $284,794 | 20.8% |
| Top 20% Performers (3 Outlets) – EBITDA High | $393,167 | 23.3% |
| Top 20% Performers (3 Outlets) – EBITDA Low | $252,274 | 20.7% |

| | | |
|---|---|---|
| Middle 60% Performers (10 Outlets) – Average EBITDA | $145,451 | 18.3% |
| Middle 60% Performers (10 Outlets) – Median EBITDA | $165,974 | 20.1% |
| Middle 60% Performers (10 Outlets) – EBITDA High | $244,299 | 21.3% |
| Middle 60% Performers (10 Outlets) – EBITDA Low | $24,801 | 9.3% |
| Bottom 20% Performers (3 Outlets) – Average EBITDA | ($22,925) | (26.0%) |
| Bottom 20% Performers (3 Outlets) – Median EBITDA | ($22,172) | (23.0%) |
| Bottom 20% Performers (3 Outlets) – EBITDA High | ($17,851) | (15.2%) |
| Bottom 20% Performers (3 Outlets) – EBITDA Low | ($28,752) | (39.7%) |

1. "Gross Sales" includes all consideration, whether by cash, credit, in kind or otherwise, that was derived directly or indirectly from the operation of the represented Fundraising University business. The revenue representations in this Item do not reflect the cost of sales, operating expenses, or other expenses that must be deducted from Gross Sales figures to obtain net income or profit. For each of the three tables in this Item 19, "Top 20% Performers," "Middle 60% Performers" and "Bottom 20% Performers" is determined by Gross Sales only. For example, "Top 20% Performers – Average EBITDA" refers to the Average EBITDA of the outlets within the top 20% of Gross Sales for 2021.

2. "Operating Expenses" refers to the total amounts paid for the following categories: cost of goods sold, school split, fuel costs, office expenses, marketing, insurance, Royalty Fees, and Brand Fund Contributions. Affiliate-owned outlets do not pay Royalty Fees or Brand Fund Contributions. For purposes of this financial performance representation, Total Expenses includes imputed Royalty Fees and Brand Fund Contributions that would have been payable by our affiliate-owned outlets had each been subject to them. Other than this, there are no material operational or financial differences between affiliate-owned outlets and franchise-owned outlets.

3. "EBITDA" refers to Gross Sales less Operating Expenses.

4. Calculated as EBITDA divided by Gross Sales.

5. All outlets listed in this Financial Performance Representation are equal to one territory as described in Item 12.

**Some outlets have sold this amount. Your individual results may differ. There is no assurance you'll sell as much.**

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

Other than the preceding financial performance representation, Coaching Matters, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Michael Charles Bahun, 7111 West 151st Street #36, Overland Park, KS 66223, and 402-680-5029, the Federal Trade Commission, and the appropriate state regulatory agencies.

## Item 20
## OUTLETS AND FRANCHISEE INFORMATION

### Table 1
### Systemwide Outlet Summary
### For years 2019 to 2021

| Column 1<br>Outlet Type | Column 2<br>Year | Column 3<br>Outlets at the Start of the Year | Column 4<br>Outlets at the End of the Year | Column 5<br>Net Change |
|---|---|---|---|---|
| Franchised | 2019 | 0 | 0 | 0 |
| | 2020 | 0 | 12 | +12 |
| | 2021 | 12 | 28 | +16 |
| Company-Owned | 2019 | 12 | 12 | 0 |
| | 2020 | 12 | 12 | 0 |
| | 2021 | 12 | 12 | 0 |
| Total Outlets | 2019 | 12 | 12 | 0 |
| | 2020 | 12 | 24 | +12 |
| | 2021 | 24 | 40 | +16 |

### Table 2
### Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
### For years 2019 to 2021

| Column 1<br>State | Column 2<br>Year | Column 3<br>Number of Transfers |
|---|---|---|
| None | 2019 | 0 |
| | 2020 | 0 |
| | 2021 | 0 |
| Total | 2019 | 0 |

| Column 1<br>State | Column 2<br>Year | Column 3<br>Number of Transfers |
|---|---|---|
| | 2020 | 0 |
| | 2021 | 0 |

## Table 3
## Status of Franchised Outlets
## For years 2019 to 2021

| Column 1<br>State | Column 2<br>Year | Column 3<br>Outlets at Start of Year | Column 4<br>Outlets Opened | Column 5<br>Termination | Column 6<br>Non-Renewals | Column 7<br>Reacquired by Franchisor | Column 8<br>Ceased Operations – Other Reasons | Column 9<br>Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| **Arizona** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| **California** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 2 | 0 | 0 | 0 | 1 | 1 |
| **Florida** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| **Georgia** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Idaho** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| **Illinois** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| **Indiana** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| **Iowa** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| **Kentucky** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Louisiana** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| **Massachusetts** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Michigan** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| **Minnesota** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| **Missouri** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 2 | 0 | 0 | 0 | 0 | 3 |
| **Nebraska** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| **New Jersey** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **North Carolina** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| **North Dakota** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Ohio** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| **Tennessee** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Texas** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| **Wisconsin** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| **Totals** | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 12 | 0 | 0 | 0 | 0 | 12 |
| | 2021 | 12 | 19 | 0 | 0 | 0 | 3 | 27 |

**Table 4**
**Status of Company-Owned Outlets**
**For years 2019 to 2021**

| Column 1<br>State | Column 2<br>Year | Column 3<br>Outlets at the Start of the Year | Column 4<br>Outlets Opened | Column 5<br>Outlets Reacquired From Franchisee | Column 6<br>Outlets Closed | Column 7<br>Outlets Sold to Franchisee | Column 8<br>Outlets at End of the Year |
|---|---|---|---|---|---|---|---|
| Arkansas | 2019 | 1 | 0 | 0 | 0 | 0 | 1 |

| Column 1<br>State | Column 2<br>Year | Column 3<br>Outlets at the Start of the Year | Column 4<br>Outlets Opened | Column 5<br>Outlets Reacquired From Franchisee | Column 6<br>Outlets Closed | Column 7<br>Outlets Sold to Franchisee | Column 8<br>Outlets at End of the Year |
|---|---|---|---|---|---|---|---|
| | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 1 | 0 | 0 |
| California | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 1 | 0 | 0 | 0 | 1 |
| Colorado | 2019 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2020 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2021 | 3 | 3 | 0 | 0 | 0 | 6 |
| Florida | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 1 | 0 | 0 | 0 | 1 |
| Indiana | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 1 | 0 | 0 | 0 | 1 |
| Kansas | 2019 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2020 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2021 | 3 | 0 | 0 | 2 | 0 | 1 |
| Missouri | 2019 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 1 | 0 | 0 | 0 | 2 |
| Nebraska | 2019 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2020 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2021 | 3 | 0 | 0 | 2 | 1 | 0 |
| North Carolina | 2019 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 1 | 0 | 0 |
| Total | 2019 | 12 | 0 | 0 | 0 | 0 | 12 |
| | 2020 | 12 | 0 | 0 | 0 | 0 | 12 |
| | 2021 | 12 | 7 | 0 | 6 | 1 | 12 |

**Table 5**
**Projected Openings as of December 31, 2021**

| Column 1<br>State | Column 2<br>Franchise Agreements Signed But Outlet Not Opened | Column 3<br>Projected New Franchised Outlets In The Next Fiscal Year | Column 4<br>Projected New Company-Owned Outlets In the Next Fiscal Year |
|---|---|---|---|
| Georgia | 0 | 1 | 0 |
| Indiana | 0 | 1 | 0 |
| Kentucky | 0 | 1 | 0 |
| Louisiana | 0 | 1 | 0 |
| Minnesota | 0 | 1 | 0 |
| New Jersey | 0 | 1 | 0 |
| North Carolina | 0 | 1 | 0 |
| Oklahoma | 0 | 1 | 0 |
| South Dakota | 0 | 1 | 0 |
| Tennessee | 0 | 1 | 0 |
| Totals | 0 | 10 | 0 |

Current Franchisees

Exhibit F contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit F contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

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

Confidentiality Clauses

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

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

## Item 21
## FINANCIAL STATEMENTS

Because we have not offered franchises for three years, we cannot include all financial statements normally required in this Item 21. Exhibit D contains our audited financial statements for the years ending December 31, 2020, and December 31, 2021.

## Item 22
## CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Form of General Release
H. State Addenda to Franchise Agreement

## Item 23
## RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

## EXHIBIT A

## STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

| State | State Agency | Agent for Service of Process |
|---|---|---|
| CALIFORNIA | Commissioner of the Department of Financial Protection and Innovation<br>Department of Financial Protection and Innovation<br>320 West 4th Street, Suite 750<br>Los Angeles, CA 90013<br>(213) 576-7505<br>Toll-free (866-275-2677)<br>Website – www.dfpi.ca.gov<br>Email – Ask.DFPI@dfpi.ca.gov | Commissioner of the Department of Financial Protection and Innovation |
| CONNECTICUT | State of Connecticut<br>Department of Banking<br>Securities & Business Investments Division<br>260 Constitution Plaza<br>Hartford, CT 06103-1800<br>(860) 240-8230 | Banking Commissioner |
| HAWAII | Business Registration Division<br>Department of Commerce and Consumer Affairs<br>335 Merchant Street, Room 203<br>Honolulu, HI 96813<br>(808) 586-2722 | Commissioner of Securities of the State of Hawaii |
| ILLINOIS | Office of Attorney General<br>Franchise Division<br>500 South Second Street<br>Springfield, IL 62706<br>(217) 782-4465 | Illinois Attorney General |
| INDIANA | Indiana Secretary of State<br>Securities Division<br>302 West Washington St., Room E-111<br>Indianapolis, IN 46204<br>(317) 232-6681 | Indiana Secretary of State<br>201 State House<br>Indianapolis, IN 46204 |
| MARYLAND | Office of the Attorney General<br>Division of Securities<br>200 St. Paul Place<br>Baltimore, MD 21202-2020<br>(410) 576-6360 | Maryland Securities Commissioner<br>200 St. Paul Place<br>Baltimore, MD 21202-2020<br>(410) 576-6360 |

| State | State Agency | Agent for Service of Process |
|---|---|---|
| MICHIGAN | Michigan Department of Attorney General<br>Consumer Protection Division<br>Antitrust and Franchise Unit<br>670 Law Building<br>Lansing, MI 48913<br>(517) 373-7117 | Michigan Department of Commerce, Corporations and Securities Bureau |
| MINNESOTA | Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, MN 55101-2198<br>(651) 539-1500 | Minnesota Commissioner of Commerce |
| NEW YORK | NYS Department of Law<br>Investor Protection Bureau<br>28 Liberty Street, 21st Floor<br>New York, NY 10005<br>(212) 416-8222 Phone | Attention: New York Secretary of State<br>New York Department of State<br>One Commerce Plaza<br>99 Washington Avenue, 6th Floor<br>Albany, NY 11231-0001<br>(518) 473-2492 |
| NORTH DAKOTA | North Dakota Securities Department<br>600 East Boulevard, 5th Floor<br>Bismarck, ND 58505-0510<br>(701) 328-4712 | North Dakota Securities Commissioner |
| OREGON | Department of Consumer and Business Services<br>Division of Finance and Corporate Labor and Industries Building<br>Salem, Oregon 97310<br>(503) 378-4387 | Director of the Department of Consumer and Business Services |
| RHODE ISLAND | Department of Business Regulation<br>Division of Securities<br>1511 Pontiac Avenue, Building 69-1<br>Cranston, RI 02920<br>(401) 462-9585 | Director of Rhode Island Department of Business Regulation |
| SOUTH DAKOTA | Division of Insurance<br>Securities Regulation<br>124 South Euclid, Suite 104<br>Pierre, SD 57501<br>(605) 773-3563 | Director of Insurance-Securities Regulation |
| VIRGINIA | State Corporation Commission<br>Division of Securities and Retail Franchising<br>1300 East Main Street, 9th Floor<br>Richmond, VA 23219<br>(804) 371-9051 | Clerk of State Corporation Commission<br>1300 East Main Street, 1st Floor<br>Richmond, VA 23219<br>(804) 371-9733 |
| WASHINGTON | Department of Financial Institutions<br>Securities Division<br>P.O. Box 9033<br>Olympia, WA 98507-9033<br>(360) 902-8760 | Director of Washington Financial Institutions<br>Securities Division<br>150 Israel Road, SW<br>Tumwater, WA 98501 |
| WISCONSIN | Wisconsin Securities Commissioner<br>Securities and Franchise Registration<br>345 W. Washington Avenue<br>Madison, WI 53703<br>(608) 266-8559 | Commissioner of Securities of Wisconsin |

# EXHIBIT B

# FRANCHISE AGREEMENT

# FRANCHISE AGREEMENT

| SUMMARY PAGE | | |
|---|---|---|
| **1.** | **Franchisee** | _____ |
| **2.** | **Initial Franchise Fee** | $_____ |
| **3.** | **Business Location** | _____ |
| **4.** | **Number of Territories** | _____ |
| **5.** | **Territory** | As described in Attachment 3 |
| **6.** | **Principal Executive** | _____ |
| **7.** | **Franchisee's Address** | _____ |

# FRANCHISE AGREEMENT

This Agreement is made between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising"), and Franchisee effective as of the date signed by Fundraising U Franchising (the "Effective Date").

## Background Statement:

A. Fundraising U Franchising and its affiliate Stolen Base, Inc. have created and own a system (the "System") for developing and operating a fundraising business under the trade name "Fundraising University".

B. The System includes (1) methods, procedures, and standards for developing and operating a Fundraising University business, (2) particular products and services, (3) the Marks, (4) training programs, (5) business knowledge, (6) marketing plans and concepts, and (7) other mandatory or optional elements as determined by Fundraising U Franchising from time to time.

C. The parties desire that Fundraising U Franchising license the Marks and the System to Franchisee for Franchisee to develop and operate a Fundraising University business on the terms and conditions of this Agreement.

## ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment, or appeal thereof, whether formal or informal.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by Fundraising U Franchising.

"**Business**" means the Fundraising University business owned by Franchisee and operated under this Agreement.

"**Competitor**" means any business which offers fundraising services for schools or other entities.

"**Confidential Information**" means all non-public information of or about the System, Fundraising U Franchising, and any Fundraising University business, including all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how.

"**Gross Sales**" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

"**Input**" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Location**" means the location stated on the Summary Page.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Fundraising U Franchising's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means Fundraising U Franchising's confidential Operating Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Brand Fund**" means the fund established (or which may be established) by Fundraising U Franchising into which Brand Fund Contributions are deposited.

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by Fundraising U Franchising from time to time for use in a Fundraising University business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which Fundraising U Franchising requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by Fundraising U Franchising, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design, equipment, inventory, marketing and public relations, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

"**Territory**" means the territory stated on the Summary Page.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) direct or indirect ownership interest of more than 25% of the Business, or (iv) control of the Business.

## ARTICLE 2. GRANT OF LICENSE

**2.1 Grant.** Fundraising U Franchising grants to Franchisee the right to operate a Fundraising University business solely in the Territory. Franchisee shall develop, open and operate a Fundraising University business in the Territory for the entire term of this Agreement.

**2.2 Territory.**

(a) Limitation. Franchisee shall not solicit or market to potential customers outside of the Territory, except for solicitations or marketing which are primarily targeted inside the Territory, and which incidentally reach potential customers outside of the Territory.

(b) Service. Franchisee shall not serve customers outside of the Territory without Fundraising U Franchising's prior written permission. Fundraising U Franchising may withdraw permission at any time. If Franchisee serves a customer outside of the Territory without Fundraising U Franchising's prior written permission, Fundraising U Franchising may impose a fee equal to the greater of (i) $500 or (ii) 75% of the amount paid by such customer to Franchisee. This fee is a reasonable estimate of Fundraising U Franchising's internal cost of personnel time attributable to addressing Franchisee's breach of this Section, and it is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of Fundraising U Franchising's other rights and remedies.

(c) Fundraising U Franchising shall not establish, nor license the establishment of, another Fundraising University business within the Territory or which serves customers located in the Territory. However, Fundraising U Franchising retains the right to:

(i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory (in Fundraising U Franchising's reasonable opinion);

(ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer, or if Fundraising U Franchising reasonably believes that Franchisee will not properly serve such customer;

(iii) establish and license others to establish and operate Fundraising University businesses outside the Territory;

(iv) operate and license others to operate businesses anywhere that do not operate under the Fundraising University brand name; and

(v) sell and license others to sell Fundraising University products and services to customers in the Territory through channels of distribution (including the internet) so long as such products and services are not provided through a Fundraising University outlet in the Territory, and are different from the products and services provided by Franchisee.

(d) Policies. Fundraising U Franchising may set policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee's territory, and Fundraising U Franchising may waive or modify such policies in any circumstance as Fundraising U Franchising determines. If Franchisee obtains a customer in the protected territory of another franchisee, then, in addition to all other rights and remedies Fundraising U Franchising may have, Fundraising U Franchising may in its discretion (i) require Franchisee to transfer the customer to such other franchisee, (ii) require Franchisee to pay such other franchisee 75% of the Gross Sales received from such customer, or (iii) fashion such other remedy as Fundraising U Franchising deems appropriate.

(e) Referrals. Fundraising U Franchising may set policies binding on all franchisees regarding referral fees (and other terms and conditions) when a customer is referred from one Fundraising University business to another. Fundraising U Franchising may waive or modify such policies in any circumstance as Fundraising U Franchising determines.

**2.3 Franchisee Control.** Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify Fundraising U Franchising within 10 days.

**2.4 Principal Executive.** Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 10% ownership interest in Franchisee. The Principal Executive must participate in the direct operation of the Business and must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to Fundraising U Franchising's reasonable approval.

**2.5 Guaranty.** If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to Fundraising U Franchising, in the form of Attachment 2.

**2.6 No Conflict.** Franchisee represents to Fundraising U Franchising that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

## ARTICLE 3. TERM

**3.1 Term.** This Agreement commences on the Effective Date and continues for ten (10) years.

**3.2 Successor Agreement.** When the term of this Agreement expires, Franchisee may enter into a successor agreement for unlimited additional periods of 5-years each, subject to the following conditions prior to each expiration:

(i) Franchisee notifies Fundraising U Franchising of the election to renew between 90 and 180 days prior to the end of the term;

(ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Fundraising U Franchising (or any of its affiliates) at the time of election and at the time of renewal;

(iii) Franchisee has had no more than three (3) events of default during the then-current term;

(iii) Franchisee has made or agrees to make (within a period of time acceptable to Fundraising U Franchising) changes to the Business as Fundraising U Franchising requires to conform to the then-current System Standards;

(iv) Franchisee executes Fundraising U Franchising's then-current standard form of franchise agreement, which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than described in this Section;

(v) Franchisee and each Owner executes a general release (on Fundraising U Franchising's then-standard form) of any and all claims against Fundraising U Franchising, its affiliates, and their respective owners, officers, directors, agents and employees; and

(vi) Franchisee pays Franchisor a five-thousand-dollar ($5,000) renewal fee.

## ARTICLE 4. FEES

**4.1 Initial Franchise Fee.** Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable.

**4.2 Royalty Fee.** Franchisee shall pay Franchisor a monthly royalty fee (the "Royalty Fee") beginning on the earlier of (i) 60 days after Franchisee completes the Pre-Opening Training program, or (ii) 90 days after the Effective Date of this Franchise Agreement. For the remainder of the first 12 months after the Effective Date of this Franchise Agreement, the Royalty Fee shall be equal to $1,500 per month, regardless of the number of territories Franchisee has purchased. Beginning in the 13th month following the Effective Date of this Franchise Agreement, the base Royalty Fee will be based on the number of territories Franchisee has purchased. The Royalty Fee for any given month is due on the 5th day of the following month. The monthly base Royalty Fee shall be as stated in the table below:

| Territories Purchased | Months 13-18 | Months 19-24 | Months 25-30 | Months 31-36 | Months 37-42 | Months 43-48 | Months 49-54 | Months 55-60 | Months 60+ |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $2,000 | $2,250 | $2,250 | $3,000 | $3,000 | $3,000 | $3,750 | $3,750 | $4,000 |
| 2 | $2,222 | $2,944 | $3,716 | $4,488 | $5,260 | $6,032 | $6,804 | $7,576 | $8,000 |
| 3 | $2,667 | $3,834 | $5,001 | $6,168 | $7,335 | $8,502 | $9,669 | $10,836 | $12,000 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | $3,111 | $4,722 | $6,333 | $7,944 | $9,555 | $11,166 | $12,777 | $14,388 | $16,000 |
| 5 | $3,556 | $5,612 | $7,668 | $9,724 | $11,780 | $13,836 | $15,892 | $17,948 | $20,000 |
| 6 | $4,000 | $6,500 | $9,000 | $11,500 | $14,000 | $16,500 | $19,000 | $21,500 | $24,000 |
| 7 | $4,444 | $7,388 | $10,332 | $13,276 | $16,220 | $19,164 | $22,108 | $25,052 | $28,000 |
| 8 | $4,889 | $8,278 | $11,667 | $15,056 | $18,445 | $21,834 | $25,223 | $28,612 | $32,000 |
| 9 | $5,333 | $9,166 | $12,999 | $16,832 | $20,665 | $24,498 | $28,331 | $32,164 | $36,000 |
| 10 | $5,778 | $10,056 | $14,334 | $18,612 | $22,890 | $27,168 | $31,446 | $35,724 | $40,000 |

If Franchisee has purchased 2,500 or more additional high-school age students within Franchisee's territory(ies), beginning in the 13th month following the Effective Date of this Franchise Agreement, the base Royalty Fee shall be increased based on the number of high-school age students over the maximum population for the number of territories Franchisee has purchased multiplied by the amounts stated below:

| Territories Purchased | Months 13-18 | Months 19-24 | Months 25-30 | Months 31-36 | Months 37-42 | Months 43-48 | Months 49-54 | Months 55-60 | Months 60+ |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $0.04 | $0.045 | $0.045 | $0.06 | $0.06 | $0.06 | $0.075 | $0.075 | $0.08 |
| 2 | $0.025 | $0.033 | $0.042 | $0.05 | $0.059 | $0.067 | $0.076 | $0.085 | $0.089 |
| 3 | $0.022 | $0.032 | $0.042 | $0.052 | $0.061 | $0.071 | $0.081 | $0.091 | $0.10 |
| 4 | $0.021 | $0.032 | $0.043 | $0.053 | $0.064 | $0.075 | $0.086 | $0.10 | $0.11 |
| 5 | $0.02 | $0.032 | $0.043 | $0.055 | $0.066 | $0.078 | $0.089 | $0.10 | $0.11 |
| 6 | $0.02 | $0.032 | $0.044 | $0.056 | $0.068 | $0.08 | $0.09 | $0.10 | $0.12 |
| 7 | $0.019 | $0.032 | $0.044 | $0.057 | $0.07 | $0.082 | $0.095 | $0.11 | $0.12 |
| 8 | $0.019 | $0.032 | $0.045 | $0.058 | $0.071 | $0.085 | $0.10 | $0.11 | $0.12 |
| 9 | $0.019 | $0.033 | $0.046 | $0.06 | $0.074 | $0.087 | $0.10 | $0.11 | $0.13 |
| 10 | $0.019 | $0.034 | $0.048 | $0.062 | $0.076 | $0.091 | $0.10 | $0.12 | $0.13 |

### 4.3 Brand Fund Contribution.

(a) Brand Fund Contribution. Franchisee shall pay Franchisor a contribution to the Brand Fund (the "Brand Fund Contribution") beginning on the earlier of (i) 60 days after Franchise completes the Pre-Opening Training program, or (ii) 90 days after the Effective Date of this Franchise Agreement. For the remainder of the first 12 months after the Effective Date of this Franchise Agreement, the Brand Fund Contribution shall be equal to $500 per month, regardless of the number of territories Franchisee has purchased. Beginning in the 13th month following the Effective Date of this Franchise Agreement, the base Brand Fund Contribution will be based on the number of territories Franchisee has purchased. The Brand Fund Contribution in any given month is due on the 5th day of the following month. The monthly Brand Fund Contribution shall be as stated in the table below:

| Territories Purchased | Months 13-18 | Months 19-24 | Months 25-30 | Months 31-36 | Months 37-42 | Months 43-48 | Months 49-54 | Months 55-60 | Months 60+ |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $630 | $759 | $889 | $1,019 | $1,148 | $1,278 | $1,407 | $1,537 | $1,667 |
| 2 | $816 | $1,132 | $1,448 | $1,764 | $2,080 | $2,396 | $2,712 | $3,028 | $3,344 |
| 3 | $1,001 | $1,502 | $2,004 | $2,505 | $3,006 | $3,507 | $4,009 | $4,510 | $5,011 |
| 4 | $1,186 | $1,873 | $2,559 | $3,246 | $3,932 | $4,619 | $5,305 | $5,992 | $6,678 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | $1,372 | $2,243 | $3,115 | $3,987 | $4,858 | $5,730 | $6,602 | $7,473 | $8,345 |
| 6 | $1,557 | $2,614 | $3,671 | $4,728 | $5,784 | $6,841 | $7,898 | $8,955 | $10,012 |
| 7 | $1,742 | $2,984 | $4,226 | $5,468 | $6,711 | $7,953 | $9,195 | $10,437 | $11,679 |
| 8 | $1,927 | $3,355 | $4,782 | $6,209 | $7,637 | $9,064 | $10,491 | $11,919 | $13,346 |
| 9 | $2,113 | $3,725 | $5,338 | $6,950 | $8,563 | $10,175 | $11,788 | $13,400 | $15,013 |
| 10 | $2,296 | $4,092 | $5,889 | $7,685 | $9,481 | $11,277 | $13,074 | $14,870 | $16,666 |

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Sales (or other amount) determined by the Market Cooperative.

**4.4 Replacement / Additional Training Fee.** If Franchisee sends an employee to Fundraising U Franchising's training program after opening, Fundraising U Franchising may charge its then-current training fee. As of the date of this Agreement, the training fee is $500 per day per person.

**4.5 Third Party Vendors.** If Fundraising U Franchising requires Franchisee to use a designated third-party vendor, Fundraising U Franchising has the right (but not the obligation) to collect payment on behalf of the vendor and remit the payment to the vendor. If Fundraising U Franchising does so, it may impose a reasonable markup or charge for administering the payment program.

**4.6 Proprietary Software Fee**. Franchisee shall pay to Fundraising U Franchising an annual proprietary software fee (the "Proprietary Software Fee") equal to $3,250 per year. Franchisee's first such Proprietary Software Fee shall be payable upon Fundraising U Franchising setting up Franchisee's account for such software and shall thereafter be payable on or before July 1 of each subsequent year.

**4.7 Non-Compliance Fee.** Fundraising U Franchising may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to Fundraising U Franchising) which Franchisee fails to cure after 30 days' notice. Thereafter, Fundraising U Franchising may charge Franchisee $250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of Fundraising U Franchising's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of Fundraising U Franchising's other rights and remedies.

**4.8 Reimbursement.** Fundraising U Franchising may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If Fundraising U Franchising does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to Fundraising U Franchising within 15 days after invoice by Fundraising U Franchising accompanied by reasonable documentation.

**4.9 Payment Terms.**

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Brand Fund Contribution, and any other amounts owed to Fundraising U Franchising by pre-authorized bank draft or in such other manner as Fundraising U Franchising may require.

(b) Calculation of Fees. Franchisee shall report monthly Gross Sales to Fundraising U Franchising by the 5th day of the following month. If Franchisee fails to report monthly Gross Sales, then Fundraising U Franchising may withdraw estimated Royalty Fees and Brand Fund Contributions equal to 125% of the last Gross Sales reported to Fundraising U Franchising, and the parties will true-up the actual fees after Franchisee reports Gross Sales. Franchisee acknowledges that Fundraising U Franchising has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. Fundraising U Franchising may charge $30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by Fundraising U Franchising (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. Fundraising U Franchising may apply any payment received from Franchisee to any obligation and in any order as Fundraising U Franchising may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Fundraising U Franchising any fees or amounts described in this Agreement are not dependent on Fundraising U Franchising's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

## ARTICLE 5. ASSISTANCE

**5.1 Manual.** Fundraising U Franchising shall make its Manual available to Franchisee.

**5.2 Assistance in Hiring Employees.** Fundraising U Franchising shall provide its suggested staffing levels to Franchisee. Fundraising U Franchising shall provide suggested guidelines for hiring employees. All hiring decisions and conditions of employment are Franchisee's sole responsibility.

**5.3 Assistance in Training Employees.** Fundraising U Franchising shall, to the extent it deems appropriate, provide programs for Franchisee to conduct training of new employees.

**5.4 Pre-Opening Assistance.**

(a) Pre-Opening Specifications and Vendors. To the extent not included in the Manual, Fundraising U Franchising shall provide Franchisee with (i) applicable System Standards and other specifications as Fundraising U Franchising deems appropriate (which may include specifications

regarding inventory, supplies, materials, and other matters), and (ii) Fundraising U Franchising's lists of Approved Vendors and/or Required Vendors.

(b) Business Plan Review. If requested by Franchisee, Fundraising U Franchising shall review and advise on Franchisee's pre-opening business plan and financial projections. **Franchisee acknowledges that Fundraising U Franchising accepts no responsibility for the performance of the Business.**

(c) Pre-Opening Training. Fundraising U Franchising shall make available its standard pre-opening training to the Principal Executive and up to 2 other employees, at Fundraising U Franchising's headquarters and/or at a Fundraising University business designated by Fundraising U Franchising. Franchisee shall pay to Fundraising U Franchising a Pre-Opening Training program fee equal to $10,000 prior to attending the Pre-Opening Training program. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. Fundraising U Franchising reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program. You must complete the initial training program within thirty (30) days after signing this Franchise Agreement.

(d) Market Introduction Plan. Fundraising U Franchising shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

(e) On-Site Opening Assistance. Fundraising U Franchising shall have a representative support Franchisee's business opening with at least 2 days of onsite opening training and assistance.

**5.5 Post-Opening Assistance.**

(a) Advice, Consulting, and Support. If Franchisee requests, Fundraising U Franchising will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent Fundraising U Franchising deems reasonable. If Fundraising U Franchising provides in-person support in response to Franchisee's request, Fundraising U Franchising may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support). Fundraising U Franchising may conduct mandatory or optional additional training programs, including ongoing first-year operations training, an annual conference or a national business meeting. If Fundraising U Franchising requires it, Franchisee must attend mandatory training programs and an annual conference or national business meeting each year at a location that Fundraising U Franchising designates. Failure to attend any mandatory training, including an annual conference or business meeting, is a default under this Franchise Agreement. Fundraising U Franchising reserves the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. Franchisee must also pay for Franchisee's and Franchisee's personnel's transportation, lodging, meals, and other expenses to attend any mandatory training program.

(b) Pricing. Upon request, Fundraising U Franchising will provide recommended prices for products and services offered by franchisees of the System.

(c) Procedures. Fundraising U Franchising will provide Franchisee with Fundraising U Franchising's recommended administrative, bookkeeping, accounting, and inventory control procedures. Fundraising U Franchising may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. Fundraising U Franchising shall manage the Brand Fund.

(e) Internet. Fundraising U Franchising shall maintain a website for Fundraising University, which will include Franchisee's location (or territory) and telephone number.

## ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

**6.1 Location.** Franchisee is solely responsible for selecting the Location. If the Location is not stated on the Summary Page, then Franchisee shall find a suitable Location that meets Fundraising U Franchising's System Standards (if any) within the Territory.

**6.2 Lease.** In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by Fundraising U Franchising, Franchisee must submit the proposed lease to Fundraising U Franchising for written approval, and (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement.

**6.3 Development.** If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall construct (or remodel) and finish the Location in conformity with Fundraising U Franchising's System Standards.

**6.4 New Franchisee Training.** Franchisee's Principal Executive and, if applicable, franchisee's general manager must complete Fundraising U Franchising's training program for new franchisees to Fundraising U Franchising's satisfaction before opening the Business.

**6.5 Conditions to Opening.** Franchisee shall notify Fundraising U Franchising at least 30 days before Franchisee intends to open the Business. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Franchisee has hired sufficient employees, (5) Franchisee's officers and employees have completed all of Fundraising U Franchising's required pre-opening training; and (6) Fundraising U Franchising has given its written approval to open, which will not be unreasonably withheld.

**6.6 Opening Date.** Franchisee shall open the Business within five (5) days of completing Fundraising U Franchising's training program for new franchisees.

**6.7 Clinic Sponsorships.** In conjunction with the launch of the Business, Franchisee shall sponsor multiple sports clinics in order to build goodwill and brand recognition, and to help establish Franchisee's relationships with sports clinics where Franchisee will generate fundraising opportunities.

## ARTICLE 7. OPERATIONS

**7.1 Compliance with Manual and System Standards**. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

**7.2 Compliance with Law.** Franchisee and the Business shall comply with all laws and regulations. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business.

**7.3 Products and Services.** Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by Fundraising U Franchising in the Manual or otherwise in writing. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that Fundraising U Franchising may require.

**7.4 Prices.** Franchisee acknowledges that the System Standards determined by Fundraising U Franchising may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law).

**7.5 Personnel.**

(a) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(b) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(c) Qualifications. Fundraising U Franchising may set minimum qualifications for categories of employees employed by Franchisee.

(d) Sole Responsibility. Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Fundraising U Franchising are not joint employers, and no employee of Franchisee will be an agent or employee of Fundraising U Franchising. Within seven days of Fundraising U Franchising's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not Fundraising U Franchising) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and Franchisee will not use the Marks on any of these documents.

**7.6 Post-Opening Training.** Fundraising U Franchising may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by Fundraising U Franchising. Fundraising U Franchising may charge a

reasonable fee for any training programs. Fundraising U Franchising may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

**7.7 Software.** Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by Fundraising U Franchising. Franchisee shall enter into any subscription and support agreements that Fundraising U Franchising may require. Franchisee shall upgrade, update, or replace any software from time to time as Fundraising U Franchising may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give Fundraising U Franchising unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by Fundraising U Franchising. Fundraising U Franchising reserves the right to collect any monthly or annual subscription fees for required software and remit such fees to third-party vendors on Franchisee's behalf.

**7.8 Customer Complaints.** Franchisee shall use its best efforts to promptly resolve any customer complaints. Fundraising U Franchising may take any action it deems appropriate to resolve a customer complaint regarding the Business, and Fundraising U Franchising may require Franchisee to reimburse Fundraising U Franchising for any expenses.

**7.9 Customer Evaluation and System Compliance Programs.** Franchisee shall participate at its own expense in programs required from time to time by Fundraising U Franchising for obtaining customer evaluations and/or reviewing Franchisee's compliance with the System, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. Fundraising U Franchising shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Fundraising U Franchising for such programs.

**7.10 Payment Systems.** Franchisee shall accept payment from customers in any form or manner designated by Fundraising U Franchising (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by Fundraising U Franchising. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

**7.11 Gift Cards, Loyalty Programs, and Incentive Programs.** At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by Fundraising U Franchising, in the manner specified by Fundraising U Franchising in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another Fundraising University business. Franchisee shall comply with all procedures and specifications of Fundraising U Franchising related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

**7.12 Maintenance and Repair.** If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as Fundraising U Franchising may prescribe from time to time.

**7.13 Vehicles.** If Franchisee uses one or more vehicles for the Business, Franchisee shall ensure that all vehicles comply with all applicable System Standards, including without limitation required equipment and exterior décor. Franchisee shall keep all vehicles in excellent or better condition, clean, and free of dents and other damage, and shall ensure that the vehicles present a first-class image appropriate to Fundraising U Franchising's System. Franchisee shall use the vehicle solely for the Business.

**7.14 Meetings.** The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that Fundraising U Franchising requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

**7.15 Insurance.**

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by Fundraising U Franchising in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

(i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000; and

(iii) Workers Compensation coverage as required by state law.

(b) Franchisee's policies must list Fundraising U Franchising and its affiliates as an additional insured and the policies must stipulate that Fundraising U Franchising shall receive a 30-day prior written notice of cancellation. Franchisee shall provide Certificates of Insurance evidencing the required coverage to Fundraising U Franchising prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of Fundraising U Franchising.

**7.16 Suppliers and Landlord.** Franchisee shall pay all vendors and suppliers in a timely manner. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location.

**7.17 Public Relations.** Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Fundraising University, the Business, or any particular incident or occurrence related to the Business, without Fundraising U Franchising's prior written approval.

**7.18 Association with Causes.** Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without Fundraising U Franchising's prior written approval.

**7.19 No Other Businesses.** If Franchisee is an entity, Franchisee shall not own or operate any other business except Fundraising University businesses.

**7.20 No Third-Party Management.** Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of Fundraising U Franchising, which will not be unreasonably withheld.

**7.21 No Co-Branding.** Franchisee shall not "co-brand" or associate any other business activity with the Fundraising University Business in a manner which is likely to cause the public to perceive it to be related to the Fundraising University Business.

**7.22 No Subcontracting.** Franchisee shall not subcontract or delegate to a third party any services to be performed by Franchisee for a customer (other than engaging individuals as independent contractors in the ordinary course of business).

**7.23 Identification.** Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Fundraising U Franchising.

**7.24 Business Practices.** Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from Fundraising U Franchising. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

## ARTICLE 8. SUPPLIERS AND VENDORS

**8.1 Generally.** Franchisee shall acquire all Inputs required by Fundraising U Franchising from time to time in accordance with System Standards. Fundraising U Franchising may require Franchisee to purchase or lease any Inputs from Fundraising U Franchising, Fundraising U Franchising's designee, Required Vendors, Approved Vendors, and/or under Fundraising U Franchising's specifications. Fundraising U Franchising may change any such requirement or change the status of any vendor. To make such requirement or change effective, Fundraising U Franchising shall issue the appropriate System Standards.

**8.2 Alternate Vendor Approval.** If Fundraising U Franchising requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Fundraising U Franchising. Fundraising U Franchising may condition its approval on such criteria as Fundraising U Franchising deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Fundraising U Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request. Franchisee may submit three alternate vendors for Franchisor's approval without having

to pay Franchisor a related fee. For each additional alternate vendors submitted by Franchisee past the first three, Franchisee must pay Franchisor one-hundred and twenty-five dollars ($125.00).

**8.3 Alternate Input Approval.** If Fundraising U Franchising requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Fundraising U Franchising. Fundraising U Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

**8.4 Purchasing.** Fundraising U Franchising may negotiate prices and terms with vendors on behalf of the System. Fundraising U Franchising may receive rebates, payments, or other consideration from vendors in connection with purchases by franchisees. Fundraising U Franchising may implement a centralized purchasing system. Fundraising U Franchising may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Fundraising U Franchising may determine.

**8.5 No Liability of Franchisor.** Fundraising U Franchising shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

**8.6 Product Recalls.** If Fundraising U Franchising or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Fundraising U Franchising or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

## ARTICLE 9. MARKETING

**9.1 Implementation.** Franchisee shall not use any marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) that have not been approved by Fundraising U Franchising. Franchisee shall implement any marketing plans or campaigns determined by Fundraising U Franchising.

**9.2 Use By Fundraising U Franchising.** Fundraising U Franchising may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to Fundraising U Franchising for such purpose.

**9.3 Brand Fund.** Fundraising U Franchising has established a Brand Fund to promote the System on a local, regional, national, and/or international level. Franchisee's contribution is a flat fee reflected in Section 4.3 of this Agreement, and Franchisee shall begin paying the Brand Fund Contribution to Fundraising U Franchising during the first (1st) calendar month after execution of the Franchise Agreement.

(a) Separate Account. Fundraising U Franchising shall hold the Brand Fund Contributions from all franchisees in one or more bank accounts separate from Fundraising U Franchising's other accounts.

(b) Use. Fundraising U Franchising shall use the Brand Fund only for marketing, advertising, and public relations materials, website hosting, search engine optimization, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as Fundraising U Franchising reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Brand Fund (including the compensation of Fundraising U Franchising's employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Brand Fund).

(c) Discretion. Franchisee agrees that expenditures from the Brand Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Brand Fund will be spent at Fundraising U Franchising's sole discretion, and Fundraising U Franchising has no fiduciary duty with regard to the Brand Fund.

(d) Contribution by Other Outlets. Fundraising U Franchising is not obligated to (i) have all other Fundraising University businesses (whether owned by other franchisees or by Fundraising U Franchising or its affiliates) contribute to the Brand Fund, or (ii) have other Fundraising University businesses that do contribute to the Brand Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. Fundraising U Franchising may accumulate funds in the Brand Fund and carry the balance over to subsequent years. If the Brand Fund operates at a deficit or requires additional funds at any time, Fundraising U Franchising may loan such funds to the National Brand Fund on reasonable terms.

(f) Financial Statement. Fundraising U Franchising will prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of Fundraising U Franchising's fiscal year and will provide the financial statement to Franchisee upon request.

**9.4 Market Cooperatives.** Fundraising U Franchising may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Territory has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Territory is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. Fundraising U Franchising shall not require Franchisee to be a member of more than one Market Cooperative. If Fundraising U Franchising establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by Fundraising U Franchising. Fundraising U Franchising may require the Market Cooperative to adopt bylaws or regulations prepared by Fundraising U Franchising. Unless otherwise specified by Fundraising U Franchising, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. Fundraising U Franchising will be entitled to attend and participate in any meeting of a Market Cooperative. Any Fundraising University business owned by Fundraising U Franchising in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, Fundraising U Franchising may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to Fundraising U Franchising's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of Fundraising U Franchising pursuant to Section 9.1. Fundraising U Franchising may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% of Gross Sales.

(e) Enforcement. Only Fundraising U Franchising will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. Fundraising U Franchising may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Brand Fund.

**9.5 Required Minimum Local Marketing Spending.** During the first 12 months following the Effective Date of this Agreement, Franchisee shall spend a minimum of $250 per month on marketing the Business. Thereafter, Franchisee shall spend the below minimum amounts each month on marketing the Business, which are based on the number of territories Franchisee has purchased as reflected on the Summary Page. Upon request of Fundraising U Franchising, Franchisee shall furnish proof of its compliance with this Section. Fundraising U Franchising has the sole discretion to determine what activities constitute "marketing" under this Section. Fundraising U Franchising may, in its discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section. Franchisee shall, upon written notice by Fundraising U Franchising, pay the minimum local marketing spend amount directly to Fundraising U Franchising, which shall in turn be paid to one or more suppliers to provide local marketing services for Franchisee.

| Territories Purchased | Months 13-18 | Months 19-24 | Months 25-30 | Months 31-36 | Months 37-42 | Months 43-48 | Months 49-54 | Months 55-60 | Months 60+ |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $278 | $306 | $334 | $362 | $390 | $418 | $446 | $474 | $500 |
| 2 | $333 | $416 | $499 | $582 | $665 | $748 | $831 | $914 | $1,000 |
| 3 | $389 | $528 | $667 | $806 | $945 | $1,084 | $1,223 | $1,362 | $1,500 |
| 4 | $444 | $639 | $833 | $1,028 | $1,222 | $1,417 | $1,611 | $1,806 | $2,000 |
| 5 | $500 | $750 | $1,000 | $1,250 | $1,500 | $1,750 | $2,000 | $2,250 | $2,500 |
| 6 | $556 | $861 | $1,167 | $1,472 | $1,778 | $2,083 | $2,389 | $2,694 | $3,000 |
| 7 | $611 | $972 | $1,333 | $1,694 | $2,056 | $2,417 | $2,778 | $3,139 | $3,500 |
| 8 | $667 | $1,083 | $1,500 | $1,917 | $2,333 | $2,750 | $3,167 | $3,583 | $4,000 |
| 9 | $722 | $1,194 | $1,667 | $2,139 | $2,611 | $3,083 | $3,556 | $4,028 | $4,500 |
| 10 | $778 | $1,306 | $1,833 | $2,361 | $2,888 | $3,417 | $3,944 | $4,472 | $5,000 |

**9.6 Market Introduction Plan.** Franchisee must develop a market introduction plan and obtain Fundraising U Franchising's approval of the market introduction plan at least 30 days before the projected opening date of the Business.

**9.7 Internet Marketing.** Fundraising U Franchising has the exclusive right to conduct and manage all marketing and commerce on the internet or other electronic media, including all websites and "social media" marketing. Franchisee shall not conduct such marketing or commerce, nor establish any website or social media presence independently, except as Fundraising U Franchising may specify, and only with Fundraising U Franchising's consent. Fundraising U Franchising retains the right to approve any linking to or other use of Fundraising U Franchising's website. Franchisee must comply with any internet, online commerce and/or social media policy that Fundraising U Franchising may prescribe.

## ARTICLE 10. RECORDS AND REPORTS

**10.1 Systems.** Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as Fundraising U Franchising may specify in the Manual or otherwise in writing.

**10.2 Reports.**

(a) Financial Reports. Franchisee shall provide such periodic financial reports as Fundraising U Franchising may require in the Manual or otherwise in writing, including:

(i) a monthly report of the previous month's gross revenue;

(ii) a quarterly profit and loss statement and balance sheet for the Business within 30 days after the end of each fiscal quarter of Fundraising U Franchising's fiscal year;

(iii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of Fundraising U Franchising's fiscal year; and

(iv) any information Fundraising U Franchising requests in order to prepare a financial performance representation for Fundraising U Franchising's franchise disclosure document.

(b) Legal Actions and Investigations. Franchisee shall promptly notify Fundraising U Franchising of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Fundraising U Franchising may request.

(c) Government Inspections. Franchisee shall give Fundraising U Franchising copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to Fundraising U Franchising such other financial statements, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Fundraising U Franchising may reasonably request.

**10.3 Initial Investment Report.** Within 120 days after opening for business, Franchisee shall submit to Fundraising U Franchising a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of Fundraising U Franchising's Franchise Disclosure Document and with such other information as Fundraising U Franchising may request.

**10.4 Business Records.** Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as Fundraising U Franchising may specify in the Manual or otherwise in writing.

**10.5 Records Audit.** Fundraising U Franchising may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. Fundraising U Franchising may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Fundraising U Franchising. Franchisee shall also reimburse Fundraising U Franchising for all costs and expenses of the examination or audit if (i) Fundraising U Franchising conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any month.

## ARTICLE 11. FRANCHISOR RIGHTS

**11.1 Manual; Modification.** The Manual, and any part of the Manual, may be in any form or media determined by Fundraising U Franchising. Fundraising U Franchising may supplement, revise, or modify the Manual, and Fundraising U Franchising may change, add or delete System Standards at any time in its discretion. Fundraising U Franchising may inform Franchisee thereof by any method that Fundraising U Franchising deems appropriate (which need not qualify as

"notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, Fundraising U Franchising's master copy will control.

**11.2 Business Evaluation.** Fundraising U Franchising may accompany Franchisee or its personnel on any services performed for a customer to conduct an evaluation. If the Location will be open to the public or used for meeting customers or potential customers, Fundraising U Franchising may enter the premises of the Business from time to time during normal business hours and conduct an evaluation. Franchisee shall cooperate with Fundraising U Franchising's evaluators. The evaluation may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. Fundraising U Franchising may videotape and/or take photographs of the evaluation. Without limiting Fundraising U Franchising's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an evaluation. If Fundraising U Franchising conducts an evaluation because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed evaluation), then Fundraising U Franchising may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee.

**11.3 Fundraising U Franchising's Right to Cure.** If Franchisee breaches or defaults under any provision of this Agreement, Fundraising U Franchising may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse Fundraising U Franchising for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

**11.4 Right to Discontinue Supplies Upon Default.** While Franchisee is in default or breach of this Agreement, Fundraising U Franchising may (i) require that Franchisee pay cash on delivery for products or services supplied by Fundraising U Franchising, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by Fundraising U Franchising shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Fundraising U Franchising are in addition to any other right or remedy available to Fundraising U Franchising.

**11.5 Business Data.** All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by Fundraising U Franchising. Fundraising U Franchising hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

**11.6 Innovations.** Franchisee shall disclose to Fundraising U Franchising all ideas, plans, improvements, concepts, methods, and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents, or contractors. Fundraising U Franchising will automatically own all Innovations and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by Fundraising U Franchising to document Fundraising U Franchising's ownership of Innovations.

**11.7 Communication Systems.** If Fundraising U Franchising provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes Fundraising U Franchising to access such communications.

**11.8 Delegation.** Fundraising U Franchising may delegate any duty or obligation of Fundraising U Franchising under this Agreement to an affiliate or to a third party.

**11.9 System Variations.** Fundraising U Franchising may vary or waive any System Standard for any one or more Fundraising University franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

## ARTICLE 12. MARKS

**12.1 Authorized Marks.** Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by Fundraising U Franchising, and only in the manner as Fundraising U Franchising may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of Fundraising U Franchising.

**12.2 Change of Marks.** Fundraising U Franchising may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Fundraising U Franchising makes any such change, Franchisee must comply with the change, at Franchisee's expense.

**12.3 Infringement.**

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) Fundraising U Franchising shall defend Franchisee (at Fundraising U Franchising's expense) against any Action by a third-party alleging infringement by Franchisee's use of a Mark, and (ii) Fundraising U Franchising will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify Fundraising U Franchising if Franchisee becomes aware of any possible infringement of a Mark by a third party. Fundraising U Franchising may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. Fundraising U Franchising shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

## ARTICLE 13. COVENANTS

**13.1 Confidential Information.** With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by Fundraising U Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by Fundraising U Franchising, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Fundraising U Franchising (except for Confidential Information which Fundraising U Franchising licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

**13.2 Covenants Not to Compete.**

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other Fundraising University business operating on the date of termination or transfer, as applicable.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Fundraising U Franchising. Franchisee agrees that the existence of any claim it may have against Fundraising U Franchising shall not constitute a defense to the enforcement by Fundraising U Franchising of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

**13.3 Employee Recruitment.** During the term of this Agreement and for one year after termination, transfer, or expiration of this Agreement, Franchisee shall not knowingly employ or seek to employ or engage as an independent contractor any person then employed by Fundraising U Franchising or its affiliates.

**13.4 General Manager and Key Employees.** If requested by Fundraising U Franchising, Franchisee will cause its general manager and other key employees to sign Fundraising U Franchising's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

## ARTICLE 14. DEFAULT AND TERMINATION

**14.1 Termination by Franchisee.** Except as stated below, Franchisee may terminate this Agreement only if Fundraising U Franchising violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after Fundraising U Franchising receives written notice of termination.

(a) Optional Termination. If, after three years of operation, Franchisee wishes to terminate the Franchise Agreement, Franchisee must notify Fundraising U Franchising of its intention to do so not less than 180 days prior to the termination date Franchisee specifies. The parties will determine a corrective action plan to take place during such 180-day period. If, after such 180-day period, Franchisee still wishes to terminate this Franchise Agreement, and Fundraising U Franchising consents, Franchisee will be required to:

(i) execute a general release, releasing any claims against Fundraising U Franchising, its affiliates, principals, members and officers;

(ii) pay to Fundraising U Franchising a termination fee equal to $75,000 for Franchisee's first territory plus $50,000 for Franchisee's second territory plus $25,000 for each additional territory. The total amount of such termination fee will be payable in 48 equal monthly installments commencing on the effective date of termination and on the corresponding day of each subsequent month until paid in full; provided, however, that Franchisee shall have the option to pay the termination in full on the effective date of termination, in which case Fundraising U Franchising will reduce the total termination fee payable by 25%;

(iii) within 72 hours of the effective date of termination, assign to Fundraising U Franchising (or its designee) all contracted sales as of the effective date of termination. Fundraising U Franchising will provide a credit to the termination fee payable by Franchisee in an amount equal to Franchisee's annualized earnings before interest, taxes, depreciation, and amortization ("EBITDA") margin expressed as a percentage gross sales multiplied the amount of contracted sales at the effective date of termination. Such EBITDA margin shall be determined on a cumulative basis from the date of this Agreement through the effective date of termination.

*By way of example only, in the event Franchisee has $300,000 in contracted sales at the effective date of termination, and Franchisee's annualized EBITDA margin is equal to 25%, Franchisee shall receive a credit of $75,000 against the termination fee payable. By way of further example only, in the event has $150,000 in contracted sales at the effective date of termination, and Franchisee's annualized EBITDA margin is equal to 17.5%, Franchisee shall receive a credit of $26,250 against the termination fee payable.*

(iv) in the event Franchisee's contracted sales as of the effective date of termination are less than $300,000, Franchisee or Franchisee's principals, as the case may be, shall execute a Fundraising University ambassador program agreement (an "Ambassador Agreement") in the form required by Fundraising U Franchising or its

affiliate(s), which shall be substantially similar to the form attached hereto as Attachment 4, which shall remain in place until Franchisee's territory(ies) is(are) resold to a new franchisee. Upon such sale to a new franchisee, the Ambassador Agreement shall be terminated, and Fundraising U Franchising shall award back to Franchisee (or apply to the remaining termination fee payable, in Fundraising U Franchising's discretion) an amount equal to the initial franchise fee payable by such new franchisee, less any costs incurred by Fundraising U Franchising in reselling Franchisee's territory(ies). Such costs include, but are not limited to, any third-party fees payable by Fundraising U Franchising as a result of the sale of the territory(ies); fees payable by Fundraising U Franchising to any of its consultants or sales personnel during Fundraising U Franchising's operation in the territory(ies); and all costs associated with recruitment for such new franchisee, such as discovery days.

**14.2 Termination by Fundraising U Franchising.**

(a) Subject to 10-Day Cure Period. Fundraising U Franchising may terminate this Agreement if Franchisee does not make any payment to Fundraising U Franchising when due, or if Franchisee does not have sufficient funds in its account when Fundraising U Franchising attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after Fundraising U Franchising gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to Fundraising U Franchising's satisfaction within 30 days after Fundraising U Franchising gives notice to Franchisee of such breach, then Fundraising U Franchising may terminate this Agreement.

(c) Without Cure Period. Fundraising U Franchising may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Fundraising U Franchising;

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors or Franchisee makes a written statement to the effect that Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to open for business by the date specified on the Summary Page;

(v) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(vi) Franchisee abandons or ceases operation of the Business for more than 15 consecutive days;

(vii) Franchisee or any Owner slanders or libels Fundraising U Franchising or any of its employees, directors, or officers;

(viii) Franchisee refuses to cooperate with or permit any audit or evaluation by Fundraising U Franchising or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2.

(ix) the Business is operated in a manner which, in Fundraising U Franchising's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from Fundraising U Franchising or otherwise);

(x) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xi) Fundraising U Franchising (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate); or

(xii) Franchisee or any Owner is accused by any governmental authority or third party of any act that in Fundraising U Franchising's opinion is reasonably likely to materially and unfavorably affect the Fundraising University brand, or is charged with, pleads guilty to, or is convicted of a felony.

**14.3 Effect of Termination.** Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

(i) pay all amounts owed to Fundraising U Franchising based on the operation of the Business through the effective date of termination or expiration;

(ii) return to Fundraising U Franchising all copies of the Manual, Confidential Information and any and all other materials provided by Fundraising U Franchising to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;

(iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Fundraising U Franchising or any new franchisee as may be directed by Fundraising U Franchising, and Franchisee hereby irrevocably appoints Fundraising U Franchising, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and

(iv) cease doing business under any of the Marks.

**14.4 Remove Identification.** If Franchisee operates from a Location other than Franchisee's home, then within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a Fundraising University business, to the reasonable satisfaction of Fundraising U Franchising. Franchisee shall comply with any reasonable instructions and procedures of Fundraising U Franchising for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, Fundraising U Franchising may enter the Location to remove the Marks and de-identify the Location. In this event, Fundraising U Franchising will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by Fundraising U Franchising.

**14.5 Liquidated Damages.** If Fundraising U Franchising terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to Fundraising U Franchising a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average Royalty Fees and Brand Fund Contributions that Franchisee owed to Fundraising U Franchising under this Agreement for the 12 month period preceding the effective date of termination; multiplied by (y) the lesser of (1) 24 or (2) the number of weeks remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 52 weeks, then (x) will equal the average Royalty Fees and Brand Fund Contributions that Franchisee owed to Fundraising U Franchising during the period that Franchisee operated the Business. Franchisee acknowledges that a precise calculation of the full extent of Fundraising U Franchising's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee's payment to Fundraising U Franchising under this Section will be in lieu of any direct monetary damages that Fundraising U Franchising may incur as a result of Fundraising U Franchising's loss of Royalty Fees and Brand Fund Contributions that would have been owed to Fundraising U Franchising after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, Fundraising U Franchising's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which Fundraising U Franchising is entitled under this Agreement. Except as provided in this Section, Franchisee's payment of this lump sum shall be in addition to any other right or remedy that Fundraising U Franchising may have under this Agreement or otherwise.

**14.6 Purchase Option.** When this Agreement expires or is terminated, Fundraising U Franchising will have the right (but not the obligation) to purchase any or all of the assets related to the Business. To exercise this option, Fundraising U Franchising must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that Fundraising U Franchising elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Fundraising U Franchising's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. Fundraising U Franchising may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by Fundraising U Franchising. If Fundraising U Franchising exercises the purchase option, Fundraising U Franchising may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts which Fundraising U Franchising paid or will pay to third parties to satisfy indebtedness owed by Franchisee to third parties. If any of the assets are subject to a lien, Fundraising U Franchising may pay a portion of the purchase price directly to the lienholder to pay off such lien. Fundraising U Franchising may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. Fundraising U Franchising may assign this purchase option to another party.

## ARTICLE 15. TRANSFERS

**15.1 By Fundraising U Franchising.** Fundraising U Franchising may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Fundraising U Franchising may undergo a change in ownership and/or control, without the consent of Franchisee.

**15.2 By Franchisee.** Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Fundraising U Franchising entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing Fundraising U Franchising at least 60 days prior notice of the proposed Transfer, and without obtaining Fundraising U Franchising's consent. In granting any such consent, Fundraising U Franchising may impose conditions, including, without limitation, the following:

(i) Fundraising U Franchising receives a transfer fee equal to $10,000 plus any broker fees and other out-of-pocket costs incurred by Fundraising U Franchising;

(ii) the proposed assignee and its owners have completed Fundraising U Franchising's franchise application processes, meet Fundraising U Franchising's then-applicable standards for new franchisees, and have been approved by Fundraising U Franchising as franchisees;

(iii) the proposed assignee is not a Competitor;

(iv) the proposed assignee executes Fundraising U Franchising's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement;

(v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;

(vi) Franchisee has paid all monetary obligations to Fundraising U Franchising and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to Fundraising U Franchising or its affiliates;

(vii) the proposed assignee and its owners and employees undergo such training as Fundraising U Franchising may require;

(viii) Franchisee, its Owners, and the transferee and its owners execute a general release of Fundraising U Franchising in a form satisfactory to Fundraising U Franchising; and

(ix) the Business fully complies with all of Fundraising U Franchising's most recent System Standards.

**15.3 Transfer for Convenience of Ownership.** If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to Fundraising U Franchising, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Fundraising U Franchising, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

**15.4 Transfer upon Death or Incapacity.** Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the person with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by Fundraising U Franchising within nine months after death or incapacity. Such transfer must comply with Section 15.2.

**15.5 Fundraising U Franchising's Right of First Refusal.** Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3 or to a spouse, sibling, or child of an Owner), Fundraising U Franchising will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to Fundraising U Franchising a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of Fundraising U Franchising's receipt of such copy, Fundraising U Franchising will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that Fundraising U Franchising may substitute cash for any other form of

payment). If Fundraising U Franchising does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

**15.6 No Sublicense.** Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

**15.7 No Lien on Agreement.** Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

## ARTICLE 16. INDEMNITY

**16.1 Indemnity.** Franchisee shall indemnify and defend (with counsel reasonably acceptable to Fundraising U Franchising) Fundraising U Franchising, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors, and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Fundraising U Franchising and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions arising as a result of any Indemnitee's misconduct or negligence. This indemnity will continue in effect after this Agreement ends.

**16.2 Assumption by Fundraising U Franchising.** Fundraising U Franchising may elect to assume the defense and/or settlement of any Action subject to this indemnification, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

## ARTICLE 17. DISPUTE RESOLUTION

**17.1 Arbitration.**

(a) Disputes Subject to Arbitration. Except as expressly provided in subsection (c), any controversy or claim arising out of or relating to this Agreement (including its formation) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where Fundraising U Franchising's headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for Fundraising U Franchising to comply with laws and regulations applicable to the sale of franchises.

(e) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, Fundraising U Franchising and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

**17.2 Damages.** In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

**17.3 Waiver of Class Actions.** The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

**17.4 Time Limitation.** Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

**17.5 Venue Other Than Arbitration.** For any legal proceeding not required to be submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where Fundraising U Franchising's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where Fundraising U Franchising's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

**17.6 Legal Costs.** In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs, and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

## ARTICLE 18. MISCELLANEOUS

**18.1 Relationship of the Parties.** The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Fundraising U Franchising is not a fiduciary of Franchisee. Fundraising U Franchising does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System, Standards exist to protect Fundraising U Franchising's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Fundraising U Franchising has no liability for Franchisee's obligations to any third party whatsoever.

**18.2 No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Fundraising U Franchising, and Fundraising U Franchising's affiliates.

**18.3 Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Coaching Matters, LLC in its franchise disclosure document.

**18.4 Modification.** No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Fundraising U Franchising's rights to modify the Manual or System Standards.

**18.5 Consent; Waiver.** No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance, or omission by a party to exercise any right will constitute a waiver of such right.

**18.6 Cumulative Remedies.** Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

**18.7 Severability.** The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

**18.8 Governing Law.** The laws of the state of Kansas (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Kansas law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

**18.9 Notices.** Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to Fundraising U Franchising, addressed to 7111 West 151st Street #36, Overland Park, KS 66223. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, Fundraising U Franchising may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

**18.10 Joint and Several Liability.** If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

**18.11 No Offer and Acceptance.** Delivery of a draft of this Agreement to Franchisee by Fundraising U Franchising does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and Fundraising U Franchising.

## ARTICLE 19. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

(1) Franchisee understands all the information in Fundraising U Franchising's Disclosure Document.

(2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee's skills, abilities, and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, and the marketplace.

(3) That no person acting on Fundraising U Franchising's behalf made any statement or promise regarding the costs involved in operating a Fundraising University franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(4) That no person acting on Fundraising U Franchising's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.

(5) That no person acting on Fundraising U Franchising's behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a Fundraising University franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(6) That no person acting on Fundraising U Franchising's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

(7) Franchisee understands that this Agreement contains the entire agreement between Fundraising U Franchising and Franchisee concerning the Fundraising University franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

[*Signatures on next page*]

Agreed to by:

FRANCHISOR:

COACHING MATTERS, LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

By: _____
Name: _____
Title: _____
Date: _____

## Attachment 1 to Franchise Agreement

## OWNERSHIP INFORMATION

**1.** **Form of Ownership.** Franchisee is a (check one):

_____ *Sole Proprietorship*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Corporation*

State: _____

**2.** **Owners.** If Franchisee is a partnership, limited liability company or corporation:

| Name | Shares or Percentage of Ownership |
|---|---|
| | |
| | |
| | |
| | |
| | |

**3.** **Officers.** If Franchisee is a limited liability company or corporation:

| Name | Title |
|---|---|
| | |
| | |
| | |
| | |
| | |

## Attachment 2 to Franchise Agreement

## GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising").

**Background Statement:** _____ ("Franchisee") desires to enter into a Franchise Agreement with Fundraising U Franchising for the franchise of a Fundraising University business (the "Franchise Agreement"; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce Fundraising U Franchising to enter into the Franchise Agreement.

Guarantor agrees as follows:

**1. Guaranty.** Guarantor hereby unconditionally guarantees to Fundraising U Franchising and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to Fundraising U Franchising, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and Fundraising U Franchising upon demand from Fundraising U Franchising. Guarantor waives (a) acceptance and notice of acceptance by Fundraising U Franchising of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that Fundraising U Franchising make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

**2. Confidential Information.** With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by Fundraising U Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Fundraising U Franchising, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or

use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by Fundraising U Franchising or its affiliates (except for Confidential Information which Fundraising U Franchising licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to Fundraising U Franchising. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

**3. Covenants Not to Compete.**

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other Fundraising University business operating on the date of termination or transfer, as applicable.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Fundraising U Franchising. Guarantor agrees that the existence of any claim it or Franchisee may have against Fundraising U Franchising shall not constitute a defense to the enforcement by Fundraising U Franchising of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

**4. Employee Recruitment.** During the term of the Franchise Agreement and for one year after termination, transfer, or expiration of the Franchise Agreement, Guarantor shall not knowingly employ or seek to employ or engage as an independent contractor any person then employed by Fundraising U Franchising or its affiliates.

**5. Modification.** Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which Fundraising U Franchising may from time-to-time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

**6. Governing Law; Dispute Resolution.** This Guaranty shall be governed by and construed in accordance with the laws of the state of Kansas (without giving effect to its principles of conflicts of law). The parties agree that any Kansas law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein.

Guarantor shall pay to Fundraising U Franchising all costs incurred by Fundraising U Franchising (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

_____
Name: _____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

# Attachment 3 to Franchise Agreement
# TERRITORY

# Attachment 4 to Franchise Agreement
# FUNDRAISING UNIVERSITY AMBASSDOR AGREEMENT

## AMBASSADOR COMMISSIONED REPRESENTATIVE AGREEMENT

This Ambassador Commissioned Representative Agreement ("Agreement") is hereby made, executed, effectuated and entered into on _____by and between Stolen Base, Inc. (d/b/a "Fundraising University") and _____ ("Representative")(_____), pursuant to the terms, provisions, conditions and covenants set forth herein.

## RECITALS

**WHEREAS,** Fundraising University is a Kansas corporation, in good standing, with its principal place of business in Overland Park, Johnson County, Kansas. Fundraising University is authorized to conduct, and in fact conducts business within and across the United States of America.

**WHEREAS,** Fundraising University is a national fundraising company that assists athletic teams in the raising of funds for their respective athletic programs. Fundraising University is engaged in the developing, producing, promoting, marketing and sale of various fundraising products ("Products") to schools, merchants, and other organizations ("Clients") in conjunction with its fundraising business. In exchange for such services, Fundraising University receives a percentage of the total sales accomplished by its Clients.

**WHEREAS,** Fundraising University provides specialized training and information to independent contractor sales Representatives, as set forth in detail herein, in order to enable such sales Representatives to solicit and work with Fundraising University's Clients in the sale and marketing of Fundraising University's Products.

**WHEREAS,** Representative desires to serve as an independent contractor sales Representative for Fundraising University in the promotion, marketing and sale of Fundraising University's Products to Fundraising University's Clients within Representative's assigned territory, as set forth in detail herein ("Territory"). Representatives shall receive compensation in conjunction with all such services performed for and/or on behalf of Fundraising University, as set forth in detail herein.

**WHEREAS,** Fundraising University and Representative have engaged in negotiations and discussions regarding Representative's association and relationship with Fundraising University, and desire that this Agreement fully and completely memorialize and effectuate the terms, provisions, conditions and covenants of such understanding and agreement.

**NOW THEREFORE,** in consideration of the terms, provisions, conditions and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Fundraising University and Representative hereby agree, and state as follows:

**1. DUTIES.** Representatives shall use its best efforts to promote, solicit, market, and sell Fundraising University's Products to Fundraising University's Clients. Representative agrees to promote, solicit, market and sell Fundraising University's Products to Fundraising University's Clients in full and complete accordance with Fundraising University's policies, rules and regulations.

Representative agrees to conduct any and all activities necessary to successfully fulfill Fundraising University's Business Plan 2021 including, but not necessarily limited to, conducting and/or performing any and all Professional Visits, merchants, One Week Telephone Calls, Coach Meetings, Kick-Offs, Checkpoints, Blitzes and other activities set forth within the Business Plan 2021. Fundraising University shall have the sole and unabridged authority and discretion to determine any and all activities necessary to successfully fulfill Fundraising University's Business Plan 2021.

Fundraising University shall have the sole and unabridged authority and discretion to create, establish and/or modify any and all of Fundraising University's policies, rules and/or regulations, at any time whatsoever, that Fundraising University deems appropriate for the successful completion of Fundraising University's Mission Statement and Business Plan 2021 objectives. Representative agrees to abide by, follow and adhere to any and all such policies, rules and/or regulations created, established and/or modified by Fundraising University, at any time whatsoever.

Representative agrees to act in accordance with any and all Fundraising University Reporting guidelines, as established at the sole discretion of Fundraising University, including, but not necessarily limited to, the timely completion of the Accounting Summary for any and all Fundraising University Products sold and/or for any and all business conducted with Fundraising University's Clients.

**2. TERRITORY.** Representative's Territory shall be defined in Addendum B with specific schools listed in the _____ territory. Representative shall only have authorization to contact and/or conduct business with those schools, merchants and/or organizations found within Representative's Territory and expressly set forth and shall not act for and/or on behalf of Fundraising University for any reason whatsoever in any other geographic region whatsoever, absent the prior, express, written consent of Fundraising University.

Should Representative desire to conduct business outside of Representative's Territory, Representative shall make a formal, written request to Fundraising University, expressly enumerating the schools, merchants and/or organizations that Representative intends to conduct business with, the nature of such business, and an anticipated projection as to the amount of sales and profit expected from such business. The representative shall not act for and/or on behalf of Fundraising University for any reason whatsoever with such schools, merchants and/or organizations until Fundraising University expressly approves the same, in writing.

**3. COMPENSATION.** 100% of compensation is commission based, no part of the compensation is deemed to be a guaranteed salary. Representative acknowledges that terminating this contract (or breach by abandonment) without giving 90 day notice, OR not running any contracted fundraisers, will result in all advanced commissions paid to be repaid back to the company immediately.

**4. COMPENSATION SCHEDULE- SEE ATTACHED ADDENDUM A**

**5. INDEPENDENT CONTRACTOR.** Representative shall work solely on an independent contractor basis with Fundraising University and is not an employee of Fundraising University in any way whatsoever. Fundraising University shall not withhold any amounts whatsoever from Representative's compensation for income tax, social security and/or other deductions, and shall not provide Representatives with any health, medical, dental, workers' compensation and/or other insurance benefits.

Fundraising University shall not provide a Representative with any office and/or storage facilities, vehicles, tools and/or equipment. Following the termination of Representative's affiliation with Fundraising University, Representative shall not be able to claim any unemployment benefits whatsoever in conjunction with Representative's affiliation with Fundraising University.

The Representative shall have the freedom to pursue other professional endeavors, provided they are not in direct competition, or create a conflict of interest with Fundraising University. Moreover, the Representative understands, while they have flexibility granted to them as an independent contractor, there is a reasonable expectation and mutual understanding that the responsibilities and duties of this role will occupy significant time during the day, and after business hours, in order to meet and exceed the financial commitment given to this role and position. Failure to dedicate the necessary time commitment needed for success, and or pursuit of competitive/conflict of interest opportunities, shall be considered a breach of contract.

**6. TERM.** This Agreement shall last for a period of one (1) calendar year, beginning on, and effective as of, _____. Thereafter, this Agreement shall continue on a year-to-year automatic renewal basis yearly each January 1st, without the need of either Fundraising University or Representative to take affirmative steps to effectuate such renewal.

**7. REPORTING.** Representative shall act in accordance with any and all Fundraising University Reporting guidelines, as established at the sole discretion of Fundraising University, including, but not necessarily limited to, the timely completion of the Accounting Summary for any and all Fundraising University Products sold and/or for any and all business conducted with Fundraising University's Clients.

**8. TRAINING.** Fundraising University shall provide Representative with any and all training, advice, tutelage, counsel, teaching and/or mentoring necessary in order to enable Representative to solicit and work with Fundraising University's Clients in the sale of Fundraising University's Products. The extent, duration, and method of such training shall be at Fundraising University's sole discretion. As deemed appropriate by Fundraising University. The Representative acknowledges that if they terminate this agreement prior to the end of the initial training period (30 days from official start date) that they must pay Fundraising University $1,500 and any/all advanced draw they have received during that period.

**9. TERMINATION FOR CAUSE.** Should Representative engage in any unlawful activity, engage in any acts of dishonesty and/or moral turpitude, be charged and/or convicted of any misdemeanor and/or felony crime, violate any Fundraising rule and/or regulation, fail to follow any Fundraising University procedure and/or policy, or fail to meet the performance expectations and standards of Fundraising

University (as outlined in addendum C of this agreement) Fundraising University shall possess the immediate right to terminate Representative's affiliation and independent contractor status with Fundraising University.

**10. PROPRIETARY RIGHTS.** All data, work papers, bills, source codes, object codes, compilations, flow charts, notes, diagrams, documents, records, Reports and/or work product of any other kind whatsoever, generated and/or developed in conjunction with Fundraising University's business, shall be deemed the sole intellectual property of Fundraising University, and any and all rights, titles and/or interest whatsoever therein shall vest exclusively in, and be retained by, Fundraising University.

**11. CONFIDENTIALITY.** Representative acknowledges that it may, during the period in which it works with Fundraising University, become aware of, and/or have access to, confidential, proprietary and/or trade secret information, both tangible and intangible, of Fundraising University ("Confidential Information"). In this regard, Fundraising University is the owner of trade secrets directly associated with, and compromising a valuable asset of, Fundraising University's business, consisting of information that is not generally known, and from which Fundraising University derives an economic benefit, including, but not necessarily limited to, customer lists (including names, locations of, attributes, requirements, special needs and/or agreements with), customer leads, personnel and work history (including sales commission and/or bonus data), recruiting leads, sales projections, product pricing information, contemplated new products and/or services, advertising campaigns, marketing campaigns, publicity campaigns, market research, analysis, training techniques, sales techniques and accounting techniques (e.g., reconciliation and Reporting forms and systems). Confidential Information specifically includes the totality of Fundraising University's system, which includes compilations of information, materials and training, and sales and accounting techniques for the Territory in which Representative works in the performance of its duties; even though individual aspects of such information may be independently discoverable through legitimate means.

Representative acknowledges that its services in working with Fundraising University to promote, solicit, market, and sell Fundraising University's Products are special and unique, and that while performing these services, Representatives will receive specialized training techniques and access to such Confidential Information. Representative also acknowledges and agrees that Fundraising University has a legitimate business interest in these relationships and that Representative will receive access to Fundraising University's Clients solely to enable Representative to work with such Clients on behalf of Fundraising University.

Representative agrees to maintain, in strict and unabridged confidence, any and all such Confidential Information disclosed to, acquired by, and/or realized by Representative in conjunction with this Agreement, and/or the discharge of Representatives duties with Fundraising University. Representative agrees that it will not, for any reason whatsoever, without the advanced written consent of Fundraising University, use the Confidential Information for any purpose other than to enable Representative to promptly complete the duties imposed upon Representative by the terms, provisions, conditions, and covenants of this Agreement, or as required and/or compelled by law.

Upon termination of this Agreement for any reason, Representative shall promptly deliver to Fundraising University any and all documents relating to any and all Confidential Information of Fundraising University, together with any and all copies and/or other Reproductions thereof made by Representative and/or in the possession and/or control of Representative. Representative acknowledges that all such Confidential Information is and shall remain the sole and separate intellectual property of Fundraising University. Representatives agree that all such Confidential Information may not be utilized and/or disclosed unless expressly authorized, in advance and via writing, by Fundraising University, and/or as required and/or compelled by law. The terms, provisions, conditions, and covenants of this Paragraph shall survive any termination of this Agreement.

If Representative is legally compelled, whether by Deposition, Interrogatory, Request For Production, Request For Admission, Subpoena, Civil Investigation, Court Order, demand and/or similar legal process to disclose any of the Confidential Information, Representative shall immediately notify Fundraising University, in advance and via writing, of such requirement so that Fundraising University may seek a Protective Order and/or other appropriate legal remedy, and/or waive compliance with the provisions thereof. Failing the entry of a Protective Order and/or the receipt of a waiver hereunder by Fundraising University, Representative may disclose, without liability hereunder, that portion, but only that portion, of the Confidential Information that Representative has been advised by written opinion of legal counsel that Representative is legally compelled to disclose.

**12. INDEMNIFICATION.** Representative shall defend, indemnify and hold harmless Fundraising University, as well as any and all parent entities, subsidiary entities, directors, supervisors, officers, shareholders, members, employees, insurers, agents, attorneys, adjusters, successors, heirs, executors, administrators and/or other Representatives of Fundraising University, from and against any and all claims, demands, complaints, petitions, causes of action, lawsuits, liabilities, costs, expenses (including reasonable attorneys' fees), damages and awards arising out of, or resulting from, services performed by Fundraising University and/or Representative in conjunction with this Agreement, and/or Representative's discharge of duties for Fundraising University.

**13. INJUNCTIVE RELIEF.** Representative acknowledges that the use, Reproduction and/or disclosure of the Confidential Information in a manner inconsistent with this Agreement could potentially cause Fundraising University irreparable harm and/or damage, that monetary damages would not adequately compensate Fundraising University for any breach of this Agreement, and that Fundraising University would sustain irreparable harm in conjunction with the same. Fundraising University shall have the right to equitable and/or injunctive relief to prevent such unauthorized use, Reproduction and/or disclosure, and to such damages as are occasioned by such unauthorized use, Reproduction and/or disclosure; provided that such use, Reproduction and/or disclosure is not compelled by law, as set forth herein.

**14. Liquidated Damages.** Should the Representative breach this Agreement, the Representative shall pay Fundraising University Seventy-Five Thousand and No Cents ($75,000.00) as liquidated damages, representing a reasonable estimate of the value of the training and receipt of Confidential Information provided by Fundraising University to the Representative. This $75,000 number is a Representative recognizes that difficulty in determining the monetary damages Fundraising University would suffer in the

event of Representative's breach of this Agreement, and has agreed upon this formula for liquidated damages as a reasonable forecast of such damages; not as a penalty. Representative further acknowledges and agrees that the liquidated damages described herein cannot fully compensate Fundraising University for its damages, and, therefore, said liquidated damages are in addition to any and all other remedies that Fundraising University may pursue, including, but not necessarily limited to, injunctive relief and statutory and common law causes of action.

**15 Non-solicitation.** While Representative is working with Fundraising University to promote, solicit and sell Fundraising University Products, and for a period of twenty-four (24) calendar months after termination of its relationship with Fundraising University, Representative shall not:

a. Employ, attempt to employ, solicit and/or engage for employment by any other person and/or entity any Fundraising University employees;

b. Encourage any consultant, independent contractor (including, without limitation, other Fundraising University sales Representatives) or any other person and/or entity to end their relationship or stop doing business with Fundraising University, or help any person or entity to do so or attempt to do so; and/or,

c. Solicit, directly and/or indirectly, or do any fundraising business with any Fundraising University client within Representative's territory worked in by Representative to promote, solicit and sell Fundraising University products.

d. In situations where a Fundraising University client contacts the Representative, after the termination of this contract, the Representative shall either pass that information off to another Fundraising University or direct the client to contact Fundraising University directly. The Representative shall not disclose, under any circumstances, the nature or reason for the termination of this contract.

**16. Non-competition.** While Representative is working with Fundraising University to promote, solicit and sell Fundraising University Products, and for a period of twenty-four (24) calendar months after termination of its relationship with Fundraising University, Representative shall not:

a. Plan for, acquire any financial interest in, or perform services for any business that would require Representative to use or disclose any Confidential Information, or,

b. Carry on or engage in a business that involved the promotion, solicitation and/or sale of any type of product offered by Fundraising University within the Representative's territory worked in by Representative to promote, solicit and sell Fundraising University products.

**17. Acknowledgment Of Consideration.** Fundraising University and Representative acknowledge and agree that Fundraising University's provision to Representative of training, Confidential Information, compensation, and the opportunity for Representative to promote, solicit and sell Fundraising University products is adequate and sufficient consideration for this Agreement.

**18. BACKGROUND.** Given the nature of Fundraising University's fundraising business in working with youths and students, and the responsibility incumbent on Representatives to handle the funds of Fundraising University and Fundraising University's Clients, Representative Represents and warrants that none of the following have ever occurred or, if it has, that the circumstances have been fully disclosed to Fundraising University: (1) charged, prosecuted for, and/or incurred a criminal record, (2) accused of and/or prosecuted for child sexual abuse; or, (3) accused of and/or prosecuted for financial mismanagement, including embezzlement. Representative authorizes Fundraising University to complete a full background check on Representative in conjunction with this Agreement and Representative's discharge of duties for Fundraising University.

**19. ASSIGNMENT.** Representatives shall not assign any of its rights and/or obligations under this Agreement to any other party, without the advanced written consent of Fundraising University.

**20. NOTICE.** Any notice, demand and/or other communication required and/or permitted by any provision of this Agreement shall be deemed to have been sufficiently given and/or served for all purposes when delivered in person, and/or sent by registered or certified mail, return receipt requested, all postage and other charges Prepaid, as follows:

**If to Fundraising University:**
c/o Michael C. Bahun
7111 West 158th Street, #36
Overland Park, KS 66223

Stolen Base, Inc.

**If to Representative:**
% _____

_____

Or at such other addresses as may be designated by notice from such party to the other party, pursuant to the terms, provisions, conditions and covenants of this Paragraph.

**21. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding among and between Fundraising University and Representative and is the final expression of the full and final agreement reached between Fundraising University and Representative. No evidence of oral and/or other written promises shall be binding upon either Fundraising University or Representative. All other prior agreements and/or understandings related to the subject hereof among and between Fundraising University and Representative, whether written or oral, shall be null and void and of no further force and/or effect upon the execution of this Agreement. Fundraising University and Representative agree and assert that this Agreement sets forth any and all terms, provisions, conditions and covenants governing all matters contemplated herein, constitutes a valid, binding and fully integrated contract, and shall be interpreted solely by the "four corners" of this written document.

**22. MODIFICATION.** This Agreement may not be supplemented, amended, modified and/or otherwise altered except by a written instrument executed by both Fundraising University and Representative, and no

course of dealing and/or trade usage between the parties shall be effective to supplement, amend, modify and/or alter this Agreement.

**23. WAIVER**. The failure to enforce and/or to require the performance at any time of any of the provisions of this Agreement herein shall in no way be construed to be a waiver of such provisions and shall not affect either the validity of this Agreement, any part hereof, or the right of any party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

**24. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon, and shall inure to the benefit of, Fundraising University and Representative, along with any and all parent entities, subsidiary entities, directors, supervisors, officers, shareholders, members, employees, agents, attorneys, adjusters, successors, heirs, executors, administrators and/or other Representatives of Fundraising University and Representative. Fundraising University and its successors and assigns are the intended beneficiary of the terms and obligations imposed on Representative under this Agreement and shall be entitled to all of the rights and privileges associated with such third-party-beneficiary status, including, but not necessarily limited to, standing and the right to enforce the Agreement against Representative, as may be necessary, at the sole discretion of Fundraising University.

**25. GOVERNING LAW.** This Agreement shall be governed under, and construed in accordance with, the laws of the State of Kansas. Kansas law governs any and all questions relating to the validity, interpretation, performance and/or enforcement of this Agreement. Fundraising University and Representative, along with their successors and assigns, are all subject to personal jurisdiction in the County, State and Federal courts of Kansas, and venue is appropriate within the same.

**26. SEVERABILITY.** Fundraising University and Representative acknowledge and agree that the restrictions set forth in this Agreement are reasonable and enforceable. If, however, after the date of the execution of this Agreement, any provision of this Agreement is held and/or found to be illegal, invalid and/or unenforceable, such illegal, invalid and/or unenforceable provision shall be fully severable, and Fundraising University and Representative shall jointly add a provision similar in terms to such illegal, invalid and/or unenforceable provision as may be legal, valid and/or enforceable. Fundraising University and Representative further agree that any rule of law requiring ambiguities to be construed against the drafter hereof shall be null and void when interpreting a provision herein.

**27. CAPTIONS.** The captions and/or headings appearing in this Agreement are included solely for convenience of reference and shall not be construed and/or interpreted to affect the meaning and/or interpretation of this Agreement.

**28. COUNTERPARTS.** This Agreement shall be executed in any number of counterparts, each of which shall be deemed an original, and together shall constitute one (1) single, binding, legal document and/or instrument.

**29. COOPERATION.** Fundraising University and Representative agree to take whatever steps necessary, and to execute whatever documents and/or instruments necessary, to fully complete, effectuate

and consummate the terms of this Agreement, or the intent of this Agreement concerning the matters contemplated herein.

**30. REPRESENTATIONS.** Fundraising University and Representative agree and assert that no other party, nor their agents, Representatives and/or attorneys, have made any Representations whatsoever to Fundraising University and/or Representative concerning the terms and effects of this Agreement, other than as expressly contained herein.

**31. ARBITRATION.** Should a dispute arise between Fundraising University and Representative in connection with this Agreement, and/or the services and duties to be performed thereunder, the parties agree to undergo arbitration in Overland Park, Kansas, in accordance with the American Arbitration Association's Commercial Finance Arbitration Rules.

**32. Attorney's Fees.** The prevailing party in any action brought to enforce or interpret this Agreement shall be awarded reasonable attorney's fees and costs.

**33. INDEPENDENT COUNSEL.** Fundraising University and Representative acknowledge and agree that they have had ample opportunity to review this Agreement, as well as to seek the advice of independent legal counsel in conjunction with the same.

**34. FREE WILL.** Fundraising University and Representative agree and state that they have completely and fully read and reviewed this Agreement in its entirety, that they have been fully advised by their respective legal counsel with respect to the terms of this Agreement, that they completely and fully know and understand the contents of this Agreement, and that they sign and execute this Agreement of their own respective free will, desire, act, deed, volition and/or accord.

NOW THEREFORE, AND IN WITNESS WHEREOF, Fundraising University and Representative have caused this Agreement to be fully executed and entered into by persons fully authorized to act on behalf of Fundraising University and Representative, respectively, on _____.

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE FULLY ENFORCED BY THE PARTIES**

**STOLEN BASE, INC.**

By: _____
Michael C. Bahun

Title: President

Date: _____

By: _____

Title: Ambassador Commissioned Representative (_____)

Date: _____

Addendum A
Fundraising University Business Plans

Ambassador Commissioned Representative

2022 Rep Goals - TBD
Rep Name: _____

Compensation for 2022:
Fundraising University will compensate _____ a 15% Commission on the Total Gross Sales for each successfully completed Fund-U-Now fundraiser, run from start to finish, with resign, by this Ambassador Representative.

_____ will receive a 5% commission on Total Gross Sales for any group that is referred by the Ambassador Coach, but ran by a Fundraising University representative.

Pay periods, for Fundraising University, are on the 1st and 15th of each month.

Addendum B
Territory

## EXHIBIT C

## FORM OF GENERAL RELEASE

[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising").

**Background Statement**: [describe circumstances of Release]

Releasor agrees as follows:

**1. Release.** Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases Fundraising U Franchising, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

**2. Covenant Not to Sue.** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

**3. Representations and Acknowledgments.** Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

**4. Miscellaneous.** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Fundraising U Franchising reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

WASHINGTON STATE FRANCHISEES: THIS RELEASE SHALL NOT APPLY TO CLAIMS ARISING UNDER THE FRANCHISE INVESTMENT PROTECTION ACT, CHAPTER 19.100 RCW, OR THE RULES ADOPTED THEREUNDER IN ACCORDANCE WITH RCW 10.100.220(2).

Agreed to by:

_____

Name: _____

Date: _____

# EXHIBIT D

# FINANCIAL STATEMENTS

# COACHING MATTERS, LLC

FINANCIAL REPORT

AS OF DECEMBER 31, 2021

**COACHING MATTERS, LLC**

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REESE
CPA LLC

**Independent Auditor's Report**

To the Members
Coaching Matters, LLC
Overland Park, Kansas

**Report on the Financial Statements**

We have audited the accompanying balance sheets of Coaching Matters, LLC as of December 31, 2021 and 2020 and the related statement of operations, member's equity (deficit) and cash flows for the years ended December 31, 2021, 2020 and 2019, and the notes to financial statements.

***Management's Responsibility for the Financial Statements***

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

***Auditor's Responsibility***

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

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

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

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Coaching Matters, LLC as of December 31,2021 and 2020 and the results of their operations and their cash flows for the years ended December 31, 2021, 2020 and 2019 in accordance with accounting principles generally accepted in the United States of America.

Reese CPA LLC

Thornton, Colorado
April 14, 2022

15953 Fillmore Street • Thornton, CO 80602
Office: (303) 999-6485 • Fax (303) 284-5041

**COACHING MATTERS, LLC**
**BALANCE SHEETS**
**AS OF DECEMBER 31, 2021 AND 2020**

| | 2021 | 2020 |
|---|---|---|
| **ASSETS:** | | |
| **CURRENT ASSETS** | | |
| Cash | $ 31,773 | $ 9,201 |
| Accounts receivable | 212,823 | 128,188 |
| Contract acquisition costs, current | 126,136 | 140,658 |
| **TOTAL CURRENT ASSETS** | 370,732 | 278,047 |
| **NON-CURRENT ASSETS** | | |
| Contract acquisition costs | 794,478 | 458,746 |
| **TOTAL ASSETS** | $ 1,165,210 | $ 736,793 |
| **LIABILITIES AND MEMBER'S EQUITY (DEFICIT):** | | |
| **CURRENT LIABILITIES** | | |
| Accounts payable | $ 58,000 | $ - |
| Non-refundable deferred franchise fees, current | 224,228 | 194,127 |
| Line of credit | - | 144,419 |
| **TOTAL CURRENT LIABILITIES** | 282,228 | 338,546 |
| **LONG-TERM LIABILITIES** | | |
| Non-refundable deferred franchise fees | 1,306,086 | 730,643 |
| **TOTAL LIABILITIES** | 1,588,314 | 1,069,189 |
| **MEMBER'S EQUITY (DEFICIT)** | | |
| Member contributions | 186,018 | 186,018 |
| Accumulated earnings (deficit) | 284,145 | (34,535) |
| Due from related party | (893,267) | (483,879) |
| **TOTAL MEMBER'S EQUITY (DEFICIT)** | (423,104) | (332,396) |
| **TOTAL LIABILITIES AND MEMBER'S EQUITY (DEFICIT)** | $ 1,165,210 | $ 736,793 |

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

**COACHING MATTERS, LLC**
**STATEMENTS OF OPERATIONS**
**FOR THE YEARS ENDED DECEMBER 31, 2021, 2020 and 2019**

| | 2021 | 2020 | 2019 |
|---|---|---|---|
| **REVENUES** | | | |
| Franchise fees | $ 374,312 | $ 280,257 | $ - |
| Royalties | 674,871 | 276,586 | - |
| Other | 24,911 | 8,241 | - |
| **TOTAL REVENUES** | 1,074,094 | 565,084 | - |
| **OPERATING EXPENSES** | | | |
| Technology developmen | 306,981 | - | - |
| Franchise cost | 303,981 | 127,708 | - |
| Professional fees | 28,805 | 197,854 | 119,253 |
| **TOTAL OPERATING EXPENSES** | 639,767 | 325,562 | 119,253 |
| **OPERATING INCOME (LOSS)** | 434,327 | 239,522 | (119,253) |
| **OTHER INCOME (EXPENSE)** | | | |
| Interest expense | - | (7,054) | - |
| **NET INCOME (LOSS)** | $ 434,327 | $ 232,468 | $ (119,253) |

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

**COACHING MATTERS, LLC**
**STATEMENTS OF CHANGES IN MEMBER'S EQUITY**
**FOR THE YEARS ENDED DECEMBER 31, 2021, 2020 and 2019**

| | Member Contributions | Accumulated Earnings (Deficit) | Total Member's Equity |
|---|---|---|---|
| **BALANCE, JANUARAY 1, 2019** | **$ -** | **$ -** | **$ -** |
| Member contributions | 186,018 | - | 186,018 |
| Net income | - | (119,253) | (119,253) |
| **BALANCE, DECEMBER 31, 2019** | **186,018** | **(119,253)** | **66,765** |
| Member distribution | - | (147,750) | (147,750) |
| Net income | - | 232,468 | 232,468 |
| **BALANCE, DECEMBER 31, 2020** | **186,018** | **(34,535)** | **151,483** |
| Member distribution | - | (115,647) | (115,647) |
| Net income | - | 434,327 | 434,327 |
| **BALANCE, DECEMBER 31, 2021** | **$ 186,018** | **$ 284,145** | **$ 470,163** |

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

**COACHING MATTERS, LLC**
**STATEMENTS OF CASH FLOWS**
**FOR THE YEARS ENDED DECEMBER 31, 2021, 2020 and 2019**

| | 2021 | 2020 | 2019 |
|---|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | | |
| Net income (loss) | $ 434,327 | $ 232,468 | $ (119,253) |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Recognition of non-refundable deferred franchise fees | (373,812) | (195,257) | - |
| Recognition of contract acquisition costs | 164,790 | 127,708 | - |
| Change in assets and liabilities | | | |
| Accounts receivable | (84,635) | (128,188) | - |
| Prepaid expense | - | 66,765 | (66,765) |
| Contract acquisition costs | (486,000) | (727,112) | - |
| Accounts payable | 58,000 | | |
| Non-refundable deferred franchise fees | 979,356 | 1,120,027 | - |
| Net cash provided (used) by operating activities | 692,026 | 496,411 | (186,018) |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | - | - | - |
| Net cash (used) in investing activities | - | - | - |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | | | |
| Member contributions | - | - | 186,018 |
| Proceeds from line of credit | - | 150,000 | - |
| Line of credit repayments | (144,419) | (5,581) | - |
| Due from related party | (409,388) | (483,879) | - |
| Member distributions | (115,647) | (147,750) | - |
| Net cash provided by financing activities | (669,454) | (487,210) | 186,018 |
| **NET INCREASE IN CASH** | 22,572 | 9,201 | - |
| **CASH, BEGINNING** | 9,201 | - | - |
| **CASH, ENDING** | $ 31,773 | $ 9,201 | $ - |
| **SUPPLEMENTAL DISCLOSURES** | | | |
| Cash paid for interest | $ - | $ 7,054 | $ - |
| Cash paid for taxes | $ - | $ - | $ - |

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

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

Coaching Matters, LLC ("the Company") was formed on August 15, 2018, (Inception) in the State of Missouri as a limited liability company. The Company grants franchises to qualified persons to operate a fundraising company under the trade name “Fundraising University”®. All activities are conducted in an exclusive territory.

*Affiliates*

Stolen Base, Inc. (“SBI”) was formed on March 21, 2005 in the State of Nebraska as a corporation and was subsequentially registered on April 4, 2009 in the State of Missouri as a foreign for-profit corporation. SBI has operated Fundraising University similar to the franchise that is beginning sold by the Company.

Effinger Consulting, LLC provides professional consulting services to the Company’s franchisees.

Changes in the number of franchises for the years ended December 31, 2021, 2020 and 2019 consist of the following:

| | 2021 | 2020 | 2019 |
|---|---|---|---|
| Units in operation, beginning | 24 | 12 | 12 |
| Units opened | 13 | 12 | - |
| Units terminated or closed | - | - | - |
| Units in operation, ending | 37 | 24 | 12 |
| | | | |
| Franchised units | 25 | 12 | - |
| Affiliate owned units | 12 | 12 | 12 |

*COVID-19*

In December 2019, a novel strain of coronavirus was reported in Wuhan, China. The World Health Organization has declared the outbreak to constitute a “Public Health Emergency of International Concern.” The COVID-19 outbreak is disrupting supply chains and affecting production and sales across a range of industries. The extent of the impact of COVID-19 on the Company’s operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on our customers, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain.

A summary of significant accounting policies follows:

*Basis of Presentation*

The accompanying financial statements have been prepared on an accrual basis in accordance with accounting principles generally accepted in the United States of America (“GAAP”).

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

*Use of Estimates*

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

*Cash and Cash Equivalents*

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company had no cash equivalents as of December 31, 2021 and 2020.

*Accounts Receivable*

Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized subsequent to invoicing. Management evaluates individual customer's receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off if deemed uncollectible and recoveries of accounts receivable previously written off are recorded as income when received. The Company recorded an allowance for uncollectible accounts of $0 and $0 at December 31, 2021 and 2020, respectively. Bad debt expense was $0, $0, and $0 for the years ended December 31, 2021, 2020, and 2019, respectively. Amounts written off were $0, $0, and $0 for the years ended December 31, 2021, 2020 and 2019, respectively.

*Income Taxes*

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

The Company adopted ASC 740-10-25-6 "Accounting for Uncertainty in Income Taxes", that requires the Company disclose uncertain tax positions. Under the standard an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold upon examination by taxing authorities. Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements or that would affect the Company's members. The Company's evaluation was performed for the years ended December 31, 2021, 2020 and 2019 for U.S. Federal Income Tax and the State of Missouri Income Tax.

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

*Non-refundable Deferred Franchise Fee Revenue and Deferred Franchise Costs*

The Company recognizes revenue under the guidance of ASC 606 "Contracts with Customers". The Company's revenue is principally generated through franchise agreements executed with the Company's franchisees. Each franchise agreement is comprised of several performance obligations. The Company identifies those performance obligations, determines the contract price for each performance obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee.

When a franchisee purchases a Coaching Matters franchise, the Company grants the franchisee the rights to operate in a designated area and to use the proprietary methods, techniques, trade dress, trademarks, and logos ("the license"). The license is considered to be symbolic intellectual property. Revenues related to the license are continuing royalties and are a flat monthly fee that ranges from $1,500 - $4,000 per month beginning in fourth month following the execution of the franchise agreement. These revenues will be used to continue the development of the Company's brand, the franchise system and provide ongoing support for the Company's franchisees over the term of the agreement. The royalties are billed monthly and are recognized as revenue when earned. The Company has no revenue from territory and license fees during the year ended December 31, 2019.

Revenue from initial fees is allocated to the performance obligations in the franchise agreement that are distinct from the territory and license rights. These primarily include, training services, opening support services, opening marketing assistance and franchisee acquisition and acceptance. The amount allocated to each identified performance obligation is determined using the expected cost plus a margin approach. Revenue from initial fees is recognized when the performance obligation is satisfied and control of the good or service has been transferred to the franchisee. Performance obligations that are normally satisfied by the opening of the franchised business to the public are determined to be earned during the period from the execution of the contract to the opening of the franchised business which is generally less than one year. Unearned initial fee revenues from franchisee acquisition and acceptance will be recorded as deferred non-refundable revenue and recognized as revenue over the term of the contract which is currently 10 years from the date the franchisee opens the franchise business to the public. Incremental costs of obtaining a franchise agreement with a franchisee related to unsatisfied performance obligations will be recorded as a franchise acquisition asset and are recognized as cost of sales over the same term as the related performance obligation which is currently 10 years.

Revenue from multi-unit development agreements is recognized over the term of the development agreement.

The Company has no revenue from initial fees during the year ended December 31, 2019.

*Brand Fund Contribution*

Contributions to the brand fund are a flat monthly fee that ranges from $500 - $1,667 per month beginning with the execution of the franchise agreement. Contributions are billed monthly and recognized as revenue when earned. The Company had no contributions to the brand fund for the year ended December 31, 2019.

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

*Advertising Costs*

The Company expenses advertising costs as incurred. Advertising expense the years ended December 31, 2021, 2020 and 2019 was $0, $0 and $0.

*Fair Value of Financial Instruments*

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

*Recently issued accounting pronouncements*

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

## NOTE 2 – CONTRACTS WITH CUSTOMERS

The Company has recognized an asset for the incremental costs and recorded a liability for unearned revenue associated with franchisee acquisition and acceptance performance obligation of the Company's franchise agreement. The account balances and activity are as follows:

| | December 31, 2020 | 2020 |
|---|---|---|
| **Franchise Acquisition Costs:** | | |
| Balance Beginning of year | $ 599,404 | $ - |
| Deferral of franchise acquisition costs | 486,000 | 727,112 |
| Recognition of franchise acquisition costs | (164,790) | (127,708) |
| Balance at End of Year | $ 920,614 | $ 599,404 |
| **Deferred Non-refundable Franchise Fees:** | | |
| Balance Beginning of year | $ 924,770 | $ - |
| Deferral of non-refundable franchise fees | 979,356 | 1,120,027 |
| Recognition of non-refundable franchise fees | (373,812) | (195,257) |
| Balance at End of Year | $ 1,530,314 | $ 924,770 |

## NOTE 2 – CONTRACTS WITH CUSTOMERS (CONTINUED)

*Estimated Recognition of Non-refundable Deferred Franchise Fees and Franchise Acquisition Costs*

Estimated revenues and franchise acquisition costs to be recognized in future periods related to non-refundable deferred franchise fees as reported at December 31, 2021 is as follows:

| | Franchise Acquistion Costs | Non-refundable Franchise Fees |
|---|---|---|
| Year ending December 31: | | |
| 2022 | $ 126,135 | $ 224,228 |
| 2023 | 108,936 | 203,253 |
| 2024 | 108,167 | 202,314 |
| 2025 | 96,500 | 148,939 |
| 2026 | 96,167 | 147,414 |
| Thereafter | 384,709 | 604,166 |
| | $ 920,614 | $ 1,530,314 |

*Disaggregation of Revenues*

Disaggregated revenues based on the satisfaction of performance obligations in the Company's contracts with franchisees for the years ended December 31, 2021, 2020 and 2019 is as follows:

| | 2021 | 2020 | 2019 |
|---|---|---|---|
| Performance obligations satisfied at a point in time | $ 819,282 | $ 369,827 | $ - |
| Performance obligations satisfied through the passage of time | 254,812 | 195,257 | - |
| Total revenues | $ 1,074,094 | $ 565,084 | $ - |

## NOTE 3 – LINE OF CREDIT

At December 31, 2020, the Company had a line of credit with a bank. The face amount of the line of credit was $150,000. Interest on the line of credit was due monthly at a variable rate of interest (6.25% at December 31, 2020). The line of credit had a term of 24 months. The loan was repaid and the line of credit was not renewed. The outstanding balance on the line of credit was $0 and $144,419 as of December 31, 2021 and 2020.

## NOTE 4 – TRANSACTIONS WITH MEMBERS AND AFFILIATE

At various times, the Company advances funds to and received funds for various business purposes from the Company's affiliate. Advances are not collateralized, noninterest bearing and due on demand. Net advances due from the related parties as of December 31, 2021 and 2020 were $893,267 and $483,879, respectively. The advances are reported as a component of members' equity (deficit) in the accompany balance sheets as the net advances do not have stated repayment terms and the ownership of these related parties is the same ownership of the Company.

## NOTE 5 – COMMITMENTS AND CONTINGENCIES

*Litigation*

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

## NOTE 4 - SUBSEQUENT EVENTS

*Date of Management's Evaluation*

Management has evaluated subsequent events through April 14, 2022, the date on which the financial statements were available to be issued.

## EXHIBIT E

## OPERATING MANUAL TABLE OF CONTENTS

| **Manual Section** | **Number of Pages** |
|---|---|
| Preface & Introduction | 35 |
| Establishing My Franchise Business | 37 |
| Personnel | 48 |
| Administrative Procedures | 25 |
| Daily Procedures | 41 |
| Selling & Marketing | 22 |
| | |
| **Total Number of Pages** | **208** |

## EXHIBIT F

## CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets:

| Franchisee Name | Address | City | State | Phone Number | Territory State |
|---|---|---|---|---|---|
| Michael Effinger | 2740 E Courtney St | Gilbert | Arizona | (480) 353-0499 | Indiana |
| Mason Bellew | 4600 N. 24th Street, #349 | Phoenix | Arizona | (218) 209-8287 | Arizona |
| Jerry Homishak | 267 Tartaglia Ave | Springdale | Arkansas | (501) 762-1112 | Central Arkansas |
| Dahnte Sullivan | 7739 Hillandale Drive | San Diego | California | (619) 972-5986 | San Diego, California |
| Donteea Dye | 8204 Hardee Place | Temple Terrace | Florida | (513) 212-5024 | Florida |
| Scott Moore | 2414 Berkshire Dr. | Winter Haven | Florida | (863) 224-6342 | Florida |
| Dan Smith | 3314 Cranmore Chase | Marietta | Georgia | (678) 478-5231 | Georgia |
| Eric Maine | 1321 Lake Lowell Ave | Nampa | Idaho | (661) 342-6297 | Idaho |
| Mike Manges | 3708 De Foe Court | Naperville | Illinois | (201) 394-6256 | Illinois |
| Casey Smith | 15037 Canter Chase Xing | Fishers | Indiana | (317) 431-4710 | Indiana |
| Chris Elwood | 403 W. Kneedler St. | Mount Airy | Iowa | (641) 464-0537 | Iowa |
| Kelly Wilkins | 8605 Hi View Lane | Louisville | Kentucky | (502) 817-0517 | Kentucky |
| Randy Curry | 12 Cherokee Lane | Wilmington | Massachusetts | (617) 549-4752 | Massachusetts |
| Steve Law | 67 Lakeview Drive SE | Grand Rapids | Michigan | (616) 644-8373 | Grand Rapids, Michigan |
| Tim Bellew | 933 Bunchberry Lane NE | Bemidji | Minnesota | (218) 209-8567 | Northern Minnesota |

| | | | | | |
|---|---|---|---|---|---|
| Nick Martin | 1003 Patterson Crk Road | Anderson | Missouri | (417) 592-3265 | NW Arkansas |
| Eric Doane | 2102 SW Timbertrace Lane | Lee's Summit | Missouri | (816) 588-6185 | SE Kansas City, Missouri |
| Cody Newman | 305 Gore Road | Raymore | Missouri | (816) 289-1535 | SE Kansas |
| Colin Shockey | 3915 S 208th Street | Elkhorn | Nebraska | (402) 650-5394 | Nebraska |
| Bobby Danenhauer | 20502 Howe Street | Elkhorn | Nebraska | (402) 639-5700 | Nebraska |
| Tino Martinez | 416 Beachwood Drive | Grand Island | Nebraska | (308) 380-2735 | Central Nebraska |
| John Tuohy | 308 Wembley Place | Morganville | New Jersey | (732) 772-3354 | New Jersey |
| James Thornton | 3052 1118th Ave SE | Valley City | North Dakota | (701) 840-1628 | North Dakota |
| Brent Maxwell | 16770 Mackan Rd | Marysville | Ohio | (740) 501-8946 | Columbus, Ohio |
| Dennis Howard | 406 11th Ave N Apt 789 | Nashville | Tennessee | (208) 484-3567 | Tennessee |
| Jeff Rosandich | 8101 Silverton Creek Ln | Houston | Texas | (713) 293-2162 | Texas |
| Nick Thompson | 9202 Pontiac Ave | Lubbock | Texas | (405) 323-8882 | West Texas |
| David Ford | 10829 N. Haddonstone Place | Mequon | Wisconsin | (414) 305-2855 | Wisconsin |

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

| **Franchisee Name** | **Territory State** | **Contact** |
|---|---|---|
| Mark Cross | California | (661) 431-4926 |

| | | |
|---|---|---|
| Clayton Williams | Louisiana | (985) 312-9243 |
| Andy Barringer | Charlotte, North Carolina | (704) 608-4354 |

# EXHIBIT G

# STATE ADDENDA TO DISCLOSURE DOCUMENT

## CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

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

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON, AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

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

2. The following language is added to the end of Item 5 of the Disclosure Document:

   The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

3. The following paragraph is added to the end of Item 6 of the Disclosure Document:

   With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

4. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

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

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Overland Park, Kansas, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

5. The following paragraph is added to the Special Risks page:

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

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

## HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective, or an offering circular is on file in the following states: _____

2. A proposed registration or filing is or will be shortly on file in the following states: _____

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

## ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

### Special Risks to Consider About This Franchise

- THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.

Item 5 of this Disclosure Document is amended as follows:

Franchisor shall defer the collection of the Initial Franchise Fee until the franchisor has satisfied its pre-opening obligations to franchisee and the franchisee has commenced business operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

## MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 5:

> Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

The following is added to Item 11:

> You may obtain an accounting of advertising expenditures by the Brand Fund by making a written request to us.

The following is added to Item 17:

> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive trade practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

**(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

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

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

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

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

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

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

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

## MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Item 5 and Item 7 shall be amended by the addition of the following: Payment of the initial franchise fee shall be deferred until the franchisor has completed its pre-opening obligations to the franchisee and the franchisee has opened for business.

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

**THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR**

**TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

## NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

### Special Risks to Consider About This Franchise

- THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.
- THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.
- YOU MUST MAKE MINIMUM ROYALTY, ADVERTISING, AND OTHER PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
- THERE IS NO MAXIMUM TO THE CONTRIBUTION THAT YOU MAY BE REQUIRED TO PAY TO A REGIONAL OR LOCAL COOPERATIVE. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

> You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

> However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**": The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

## NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

Item 5 of the Franchise Disclosure Document is amended to state that the collection of Initial Franchise Fees shall be deferred until the Franchisor has fulfilled all pre-opening obligations and the franchisee is open for business.

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

## RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

## SOUTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the state of South Dakota only, the Franchise Disclosure Document is amended as follows:

> Item 5 of the Franchise Disclosure Document is amended to add the following: The franchisor shall defer the collection of the initial franchise fee until the franchisor has performed all pre-opening obligations and the franchisee is open for business.

## VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following State Special Risk Factor is added to the Cover Pages:

> THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $79,300 TO $101,900. THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF DECEMBER 31, 2020, WHICH IS $($332,396).

The following statement is added to Item 5:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> 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.

## WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit H for Washington Addendum to Disclosure Document and Addendum to Franchise Agreement and Related Agreements)

# EXHIBIT H

# STATE ADDENDA TO FRANCHISE AGREEMENT

## ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

**1. Definitions.** Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Illinois Act" means the Illinois Franchise Disclosure Act of 1987.

**2. Governing Law and Jurisdiction.** Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

**3. Waivers Void.** Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

**4.** Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

Agreed to by:

| FRANCHISEE: | FRANCHISOR: |
|---|---|
| _____ | COACHING MATTERS, LLC |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## INDIANA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

**1. Definitions.** Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

**2. Certain Provisions Modified.** Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each

order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

**3. Effective Date.** This Addendum is effective as of the Effective Date.

Agreed to by:

| FRANCHISEE: | FRANCHISOR: |
|---|---|
| _____ | COACHING MATTERS, LLC |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

**1. Definitions.** Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

**2. No Waiver of State Law In Sale.** All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability uncured under the Maryland Franchise Registration and Disclosure Law.

**3. No Release of Liability.** Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

**4. Statute of Limitations.** Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

**5. Jurisdiction.** Notwithstanding any provision of the Agreement to the contrary, Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

**6. Deferral.** Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Agreed to by:

| FRANCHISEE: | FRANCHISOR: |
|---|---|
| _____ | COACHING MATTERS, LLC |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

**1. Definitions.** Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

**2. Amendments.** The Agreement is amended to comply with the following:

- Payment of the initial franchise fee shall be deferred until the franchisor has completed its pre-opening obligations to the franchisee and the franchisee has opened for business.

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

**3. Effective Date.** This Addendum is effective as of the Effective Date.

Agreed to by:

| FRANCHISEE: | FRANCHISOR: |
|---|---|
| _____ | COACHING MATTERS, LLC |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

**1. Definitions.** Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

**2. Waivers Not Required.** Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver, or estoppel which would relieve Fundraising U Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33.

**3. Waivers of New York Law Deleted.** Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Fundraising U Franchising with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

**4. Governing Law.** Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

**5. Effective Date.** This Addendum is effective as of the Effective Date.

Agreed to by:

| FRANCHISEE: | FRANCHISOR: |
|---|---|
| _____ | COACHING MATTERS, LLC |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

**1. Definitions.** Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

**2. Amendments.** The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Initial Franchise Fees. The collection of Initial Franchise Fees shall be deferred until the Franchisor has fulfilled all pre-opening obligations and the Franchisee is open for business.

(2) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(3) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(4) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(5) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(6) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(7) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(8) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(9) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(10) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(11) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

**3. Effective Date.** This Addendum is effective as of the Effective Date.

Agreed to by:

| FRANCHISEE: | FRANCHISOR: |
|---|---|
| _____ | COACHING MATTERS, LLC |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

**1. Definitions.** Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

**2. Jurisdiction and Venue.** Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

**3. Effective Date.** This Addendum is effective as of the Effective Date.

Agreed to by:

| FRANCHISEE: | FRANCHISOR: |
|---|---|
| _____ | COACHING MATTERS, LLC |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## SOUTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

Section 4.1 of the Franchise Agreement is amended to state that the collection of the initial franchise fee shall be deferred until the franchisor has fulfilled its pre-opening obligations and the franchisee is open for business.

Agreed to by:

| FRANCHISEE: | FRANCHISOR: |
|---|---|
| _____ | COACHING MATTERS, LLC |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
## AND
## ADDENDUM TO FRANCHISE AGREEMENT AND RELATED AGREEMENTS

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

The Franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business.

The following risk factor is added to the page of the State Cover Sheets titled "Special Risk(s) to Consider About This Franchise":

**Company Owned Outlets Are Not Required to Contribute to the Marketing Fund**. Outlets operated by the franchisor and/or affiliates are not required to make marketing fund contributions. This means the marketing fund contributions of franchisees could be partially or completely used for the benefit of franchisor and/or affiliate owned outlets.

Article 19 of the Franchise Agreement is hereby amended as follows:

The first paragraph shall be deleted in its entirety.

The seventh paragraph is amended to remove the following language in its entirety: In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

Attachment 4 of the Franchise Agreement, the "Fundraising University Ambassador Agreement" is hereby amended as follows:

Section 21 does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100. and the rule adopted thereunder.

Section 34 is revised to remove the phrase "that they completely and fully know and understand the contents of this Agreement" in its entirety.

Agreed to by:

| | |
|---|---|
| FRANCHISEE: | FRANCHISOR: |
| _____ | COACHING MATTERS, LLC |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## WASHINGTON ADDENDUM TO THE FUNDRAIDING UNIVERSITY AMBASSADOR AGREEMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement

in your relationship with the franchisor including the areas of termination and renewal of your franchise.

The Franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business.

The following risk factor is added to the page of the State Cover Sheets titled "Special Risk(s) to Consider About This Franchise":

**Company Owned Outlets Are Not Required to Contribute to the Marketing Fund**. Outlets operated by the franchisor and/or affiliates are not required to make marketing fund contributions. This means the marketing fund contributions of franchisees could be partially or completely used for the benefit of franchisor and/or affiliate owned outlets.

Article 19 of the Franchise Agreement is hereby amended as follows:

The first paragraph shall be deleted in its entirety.

The seventh paragraph is amended to remove the following language in its entirety: In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

Attachment 4 of the Franchise Agreement, the "Fundraising University Ambassador Agreement" is hereby amended as follows:

Section 21 does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100. and the rule adopted thereunder.

Section 34 is revised to remove the phrase "that they completely and fully know and understand the contents of this Agreement" in its entirety.

Agreed to by:

| | |
|---|---|
| FRANCHISEE: | FRANCHISOR: |
| _____ | COACHING MATTERS, LLC |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## VIRGINIA ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

Section 4.1 of the Franchise Agreement is amended to state that the collection of the initial franchise fee shall be deferred until the franchisor has fulfilled its pre-opening obligations and the franchisee is open for business.

Agreed to by:

| FRANCHISEE: | FRANCHISOR: |
|---|---|
| _____ | COACHING MATTERS, LLC |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## STATE EFFECTIVE DATES

The following States 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 | Pending |
| Hawaii | N/A |
| Illinois | May 31, 2022 |
| Indiana | Pending |
| Maryland | July 12, 2022 |
| Michigan | April 19, 2022 |
| Minnesota | Pending |
| New York | Pending |
| North Dakota | N/A |
| Rhode Island | Pending |
| South Dakota | N/A |
| Virginia | June 30, 2022 |
| Washington | November 10, 2022 |
| Wisconsin | March 29, 2022 |

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 Coaching Matters, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Coaching Matters, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

| Name | Principal Business Address | Telephone Number |
|---|---|---|
| Michael Charles Bahun | 7111 West 151st Street #36, Overland Park, KS 66223 | 402-680-5029 |
| Michael Effinger | 7111 West 151st Street #36, Overland Park, KS 66223 | 402-680-5029 |
| Steven Shannon | 7111 West 151st Street #36, Overland Park, KS 66223 | 402-680-5029 |

Issuance Date: April 28, 2022. I received a disclosure document dated April 28, 2022, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Form of General Release
D. Financial Statements
E. Operating Manual Table of Contents
F. Current and Former Franchisees
G. State Addenda to Disclosure Document
H. State Addenda to Franchise Agreement

Signature: _____
Print Name: _____
Date Received: _____

**Keep This Copy For Your Records**

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G. State Addenda to Disclosure Document
H. State Addenda to Franchise Agreement

Signature: _____
Print Name: _____
Date Received: _____

**Return this copy to us.**

**Coaching Matters, LLC, 7111 West 151st Street #36, Overland Park, KS 66223**