FRANCHISE DISCLOSURE DOCUMENT

~~Eliances~~M3Linked, LLC
A Wyoming limited liability company
255 E. Brown St., Suite 103
Birmingham, Michigan 48009
Phone: (317) 513-7999
E-Mail: support@M3Linked.com
Website: www.M3Linked.com

We offer franchises for the operation of a business that allows franchisees to establish and grow a private ~~invitation only~~ community of entrepreneurs, business and civic leaders, inventors and innovators in order to foster and facilitate business and professional development and relationships through the exchange of ideas, referrals, mentoring, funding and giving back to the community.

If you purchase a single franchise, the total investment necessary to begin operation of an M3Linked franchise ranges from $~~80,245~~102,837 to $~~96,395~~115,160. This includes $~~75,000~~90,187 to $90,510 that must be paid to us.

Area developers must establish a minimum of 2 franchises. If you purchase area development rights for 2 to 6 outlets, the total investment necessary to begin operation of an M3Linked franchise ranges from $~~100,495~~122,337 to $~~197,645~~212,660. This includes $~~95,250~~109,687 to $~~176,250~~188,010 that must be paid to us.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the franchisor at 255 E. Brown St., Suite 103, Birmingham, Michigan 48009 or by phone at (317) 513-7999.

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

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

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

Issuance Date: ~~February 18, 2020 (amended July 21, 2020)~~April 15, 2021

How to Use this Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or EXHIBIT "F".
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or EXHIBIT "G" includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only M3Linked 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 an M3Linked 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 also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and area development agreement require you to resolve disputes with the franchisor by mediation or litigation only in Arizona. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Arizona than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for your financial obligations under the franchise agreement, even though your spouse has no ownership interest in the business. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
4. 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.
5. **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.

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 document relating to a franchise:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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ITEM 1 FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "we," "us" and "the Company" mean ~~Eliances~~M3Linked, LLC - the franchisor. "You" means the person who buys an M3Linked franchise - the franchisee, and includes your partners if you are a partnership, your shareholders if you are a corporation, and your members if you are a limited liability company.

Corporate Information

~~Eliances~~M3Linked, LLC is a Wyoming limited liability company that was organized on June 10, 2018. Our company was originally formed under the name "Eliances, LLC." Our legal name changed to "M3Linked, LLC" effective as of April 8, 2021. Our principal business address is located at 255 E. Brown St., Suite 103, Birmingham, Michigan 48009 and our telephone number is (317) 513-7999. Our agent for service of process is disclosed in EXHIBIT "B" to this Disclosure Document. We do not do business under any names other than "~~Eliances~~M3Linked, LLC" and "M3Linked".

Business History

In October 2013, our former Member and Chief Operating Officer, opened a business in Maricopa County, Arizona that is similar to an M3Linked business. This business has operated under the service mark "Eliances" and continues to do so.

We began offering franchises in August of 2018, originally under the service mark "Eliances." ~~In July 2020~~In May 2020, our current principals purchased 100% of the ownership interests in M3Linked, LLC and acquired the exclusive right to utilize the Eliances system and Eliances trademarks within the United States, with the exception of Maricopa County, Arizona. Shortly after the acquisition, we rebranded and changed the primary service mark from "Eliances" to "M3Linked". ~~We and our franchisees continue to use the service mark "Eliances" but in a more limited capacity~~We also changed the other intellectual property utilized in the M3Linked system, including through the development of a new Brand Standards Manual (the "Manual").

Our first affiliate-owned M3Linked community opened in Detroit, Michigan in 2020. We have never conducted business in any line of business other than offering M3Linked franchises and administering the M3Linked franchise system. We have never offered franchises in any other line of business.

~~We have not operated a business similar to the M3Linked business being offered under this franchise. However, our former Member and Chief Operating Officer, David Cogan, has operated an Eliances business in Maricopa County, Arizona since October 2013. This business continues to operate under the name Eliances. As of May 2020, Mr. Cogan is no longer a Member or officer of Eliances, LLC. In addition, we are currently in the process of opening an affiliate-owned M3Linked community in Michigan, which we anticipate will open shortly after the amended issuance date of this Disclosure Document.~~

Parents, Affiliates and Predecessors

We do not have any parent companies or predecessors. We do not have any affiliates that offer franchises in any line of business or that provide products or services to our franchisees.

Description of Franchised Business

Through your M3Linked franchise (referred to in this Disclosure Document as your "Business"), you will develop an M3Linked community within your territory. You will facilitate ~~ROUNDtable meetings, GRANDtable meetings~~our M3Symposium™, M3Forum™ and other M3Linked experiences, and you will market and promote M3Linked to members within your community. Without our prior written consent, you may hold no more than 2 M3Forum™ events per week for any given M3Linked community. You will create a community of innovative entrepreneurs in a collaborative and energized environment where members can support each other with referrals, ideas, mentoring and funding. You will also enter into sponsorships with various businesses~~ (all of which must be approved by us).~~. All sponsorships must be approved by us and all sponsorship revenues must be paid to us (we will deduct certain fees owed to us and remit the balance to you on a bi-monthly basis as further described in Note 3 to Item 6 of this Disclosure Document).

You will have the right to conduct both in-person meetings as well as virtual meetings using the virtual platform technology that we designate. You must follow all policies and procedures that we specify from time to time regarding your use of the virtual technology platform and your ability to solicit and recruit members that attend virtual meetings. We reserve the right to terminate our franchisees' ability to conduct virtual meetings at any time in our sole discretion.

We will grant you a license to use certain logos and service marks, including the service mark~~s~~ "M3Linked~~" and "Eliances~~" (collectively, the "Marks") in the operation of your Business. You must sign a franchise agreement (the "Franchise Agreement") and operate your Business in accordance with the terms of the Franchise Agreement. The form of Franchise Agreement is attached to this Disclosure Document as EXHIBIT "C".

We have developed a distinct system (the "System") for the operation of an M3Linked business. Distinctive characteristics of the System include logo, concept, methodologies, confidential brand standards manual and operating system. Unlike "networking" organizations, M3Linked ~~is an invitation-only community with~~has no requirements for attendance and no quota for referrals. Individuals of any race, gender, ethnicity or sexual orientation may become members of an M3Linked community. The operational aspects of an M3Linked franchise are contained within our confidential Brand Standards Manual (the "Manual"). You will operate your M3Linked franchise as an independent business using the Marks, the System, the M3Linked name, as well as the support, guidance and other methods and materials provided or developed by us.

Neither we nor you will offer investment advice or recommendations; solicit purchases, sales, or offers to buy securities; receive transactional-based compensation with respect to the solicitation or sale of securities; or hold, manage, or otherwise possess investor funds or securities.

Area Development Rights

If you satisfy all of our criteria for multi-unit developers, we may (but need not) offer you the right to enter into an Area Development Agreement (an "ADA"). The ADA grants you the right and obligation to establish and operate multiple M3Linked franchises within an exclusive "development territory" according to a predetermined development schedule. A copy of our current form of ADA is attached to this Disclosure Document as EXHIBIT "D". You will sign a separate franchise agreement for each M3Linked franchise that you establish under the ADA. Each franchise agreement will be our then-current form of franchise agreement, which may differ from the current Franchise Agreement included with this Disclosure Document.

Market and Competition

The target market for M3Linked members includes entrepreneurial small business owners, inventors, investors, celebrities and founders. According to Global Entrepreneurship Monitor (GEM), there are 543,000 new businesses formed each month within the United States and there are 27 million entrepreneurs. An M3Linked franchisee competes primarily with local business networking, referral and peer advisory groups. Currently, M3Linked' primary competition includes Business Network International (BNI) and Team Referral Network (which operate under a franchise model) and Accelerant and Network After Work (which do not operate under a franchise model). The market is competitive and well developed. Sales are not seasonal.

Laws and Regulations

You must comply with all federal and state licensing and other regulatory requirements relating to the operation of your Business. Some jurisdictions have passed laws that require businesses to pay employees a higher minimum wage than is required under federal law. These laws may disproportionately affect franchises. Currently we are not aware of any laws or regulations that are specific to the industry in which you will operate. There may be other local, state and/or federal laws or regulations pertaining to your Business with which you must comply. We strongly suggest that you investigate these laws before buying this franchise.

ITEM 2 BUSINESS EXPERIENCE

David Letourneau – Member and Chairman

David Letourneau has been a Member of ~~Eliances~~M3Linked, LLC since our inception in June 2018. Mr. Letourneau also served as our Chief Executive Officer from June 2018 to July 2020 and our Chairman from July 2020 to the present. From July 1997 to present, he has served as President of Sunbank Development Inc., located in Scottsdale, Arizona.

Steven Nelick –Chief Executive Officer

Steven Nelick has served as our Chief Executive Officer since July 2020. From September 2019 to June 2020, he was retired. From May 2015 to August 2019, he served in the roles of General Manager and Vice President for Enterprise Holdings in Indianapolis, Indiana and San Francisco, California.

Jim Lareau – Chief Operating Officer

Jim Lareau has served as our Chief Operating Officer since July 2020. From June 2019 to June 2020, he was unemployed. From April 2016 to May 2019, he served as Chief Operating Officer for BeneSys Inc. in Troy, Michigan. ~~From March 2009 to November 2015, he served as a Director for R1 RCM/ dba Accretive Health in Chicago, Illinois.~~

Scott Hansbury – Member and President

Scott Hansbury has been a Member and served in the role of Global Expansion Executive from January 2020 to June 2020 and as our President from July 2020 to present. From October 2019 to the present, he has served as President and Chief Financial Officer for Anthem One, Inc. in Scottsdale, Arizona. From October 2014 to the present, he has served as CEO of YouStake, Inc. in Scottsdale, Arizona. From May 2005 to the present, he has served as President of Scottsdale Management Partners, LLC in Scottsdale, Arizona.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

Initial Franchise Fee

You will pay a $~~75~~70,000 franchise fee for your franchise~~, which includes $10,000 for your initial training program and $65,000 for your franchise rights. The entire initial franchise fee of $75,000 is payable in full~~ at the time you sign the Franchise Agreement. The initial franchise fee is not refundable under any circumstances. If you are an honorably discharged veteran of the armed forces of the United States, you will receive a 10% discount on the initial franchise fee for your first franchised unit only. In 2020, we provided a 10% discount on the initial franchise fee to one franchisee (who did not qualify for the veteran discount). In 2020, we also completed a barter transaction with another franchisee (who is a licensed attorney) who agreed to provide us with various legal services relating to the protection of our intellectual property in lieu of payment of the standard initial franchise fee. The initial franchise fee is uniform (except as discussed above~~ for veterans and below for area developers~~) and fully earned.

Initial Training Fee

At the time you sign the Franchise Agreement, you will also pay us a nonrefundable $10,000 initial training fee for the initial training program we will conduct prior to you opening your Business. If you are an area developer, you will only pay the $10,000 initial training fee for the 1st franchised community you develop (we need not provide the initial training program except for the 1st community you develop). The initial training fee is otherwise uniformly imposed.

EOS Coaching Fee

At the time you sign the Franchise Agreement, you must also pay us a nonrefundable $5,000 Entrepreneurial Operating System ("EOS") coaching fee. We remit this fee in full to a third party that conducts the EOS coaching program during your 1st year of operation. If you are an area developer, you will only pay the $5,000 EOS coaching fee for the 1st franchised community you develop (you will not receive EOS coaching except for the 1st community you develop). The EOS coaching fee is otherwise uniformly imposed.

Community Startup Package

Prior to opening, you must purchase your community startup package from us. As of the date of this Disclosure Document, the community startup package includes the following items:

Item	Cost
M3Linked Virtual Signage	$910
2 M3Linked Pullup Banners	$334
2 M3Linked Table Cloths	$253 to $276 (depending on size)
Opening Press Release	$200
Landing Page Website Customization	$250
Membership software setup and customization	$495
Estimated Shipping Costs	$300 to $600
Total	$2,742 to $3,065

You must pay us the purchase price for the startup package approximately 30 days prior to opening. We will arrange for these items to be delivered to you. The purchase price is uniformly imposed and nonrefundable. We reserve the right to require that you purchase some or all of these items directly from 3rd party suppliers in the future. We also reserve the right to change the items included in our standard startup package at any time, which may result in a change to the startup package purchase price.

Development Fee

If you sign an ADA, you will pay a $~~75~~70,000 initial franchise fee for your ~~first franchise~~1st franchised community and a ~~$67,500~~ discounted $65,000 initial franchise fee for each additional ~~franchise~~franchised community that you commit to develop under your development schedule. At the time you sign the ADA, you will pay us the full $~~75~~70,000 initial franchise fee for your first M3Linked franchise and a development fee equal to 30% of the total ~~discounted~~ initial franchise ~~fee (i.e., $20,250)~~fees for each additional M3Linked franchise that you commit to develop under the ADA. ~~For~~By way of example, if you purchase the right to develop 5 M3Linked franchised businesses, you will pay us the full $~~75~~70,000 initial franchise for your ~~fir~~1st franchise plus a development fee equal to $~~81~~78,000 ($~~20,250~~19,500 X 4) for the right to develop the 4 additional franchises under the ADA.

We anticipate that most area developers will purchase the right to develop between 2 and 6 M3Linked franchised businesses, which results in development fees ranging from $19,500 (for 2 M3Linked franchised businesses) to $97,500 (for 6 M3Linked franchised businesses). You must pay us the remaining balance of the initial franchise fee (i.e., $~~47,250~~45,500) for each additional M3Linked franchise at the time you sign the Franchise Agreement for that franchise. However, if we terminate your ADA due to your default, you will not be required to pay the remaining balance of the initial franchise fee for any M3Linked business for which a Franchise Agreement had not been signed as of the date of termination.

Instead of paying us a development fee equal to 30% of the total initial franchise fees (with the obligation to pay the balance when you sign each Franchise Agreement), you have the option to pay us a development fee equal to the full amount of the total initial franchise fees for your 2nd and additional M3Linked franchised communities to be established under the ADA. If you choose this option, then the following will apply:

i. you will receive a 15% discount off the $65,000 initial franchise fee for your 2nd and subsequent franchised communities, so your initial franchise fee for these communities will be reduced from $65,000 to $55,250 per franchised community;

ii. at the time you sign the ADA, you will pay us the following fees: (a) the full $70,000 initial franchise fee for your 1st M3Linked franchise; and (ii) a development fee equal to 100% of the total discounted initial franchise fees for each additional M3Linked franchise you commit to develop under the ADA (i.e., $55,250 per franchise);

iii. you will not pay us any additional portion of the initial franchise fee at the time you sign each Franchise Agreement.

Development fees are nonrefundable and uniformly imposed.

ITEM 6 OTHER FEES

TYPE OF FEE [1]	AMOUNT	DUE DATE	REMARKS
Royalty Fee	20% of Gross Revenues plus costs of collection [2]	10th and 25th day of each month	See Note 3.
Brand and System Development Fund Fee	3% of Gross Revenues [2]	10th and 25th day of each month	See Note 4.
Training Fee	Up to $995 per person per day	10 days after invoice	See Note 5.
Conference Registration Fee	Up to $395 per person per conference	10 days after invoice	See Note 6.

TYPE OF FEE [1]	AMOUNT	DUE DATE	REMARKS
Technology Fee	~~Currently $100 per month~~Varies - currently sum of: $128/user for LinkedIn Sales Navigator + $60 for virtual technology platform + $135/user for Salesforce + $100 for membership software + $12/address for M3Linked email addresses + $1.54/social media domain name + $100 for landing page	10 days after invoice or as otherwise specified (we may deduct from revenues we collect from your members on a royalty fee due date)	See Note 7.
Mystery Shopper / Quality Assurance Program Expense	Estimated to be $50 - $80 per occurrence (up to a maximum of four times annually if implemented)	10 days after invoice	See Note 8.
Marketing Materials and Inventory	Varies depending on item purchased	10 days after invoice	We will provide you with our current price list at the time you sign the Franchise Agreement. We may also purchase other items in bulk and resell them to you at our cost plus a markup not to exceed 15% of the cost of the item.
Audit Fee	Actual cost of audit (including travel and lodging expenses for audit team)	10 days after invoice	Payable only if the audit (i) reveals that you have understated any amount that you owe us by at least 3% or (ii) is necessary because you fail to furnish required information or reports to us in a timely manner.
Fines	Up to $500 per incident	Upon demand	Payable if you fail to comply with a mandatory standard or operating procedure and you do not cure the non-compliance within the time period we require. All fines will be deposited into the brand and system development fund.
Renewal Fee	15% of then-current initial franchise fee ~~(Franchise Agreement)~~	At time you sign Renewal Agreement	None.
Transfer Fee	15% of then-current initial franchise fee	Before transfer	Payable when you transfer or sell your franchise. No charge if franchise transferred to an entity that you control or for certain transfers of ownership interests between existing owners. If you transfer or sell your area development rights, you must pay a separate transfer fee under each Franchise Agreement but there is no additional transfer fee imposed under the ADA.

TYPE OF FEE [1]	AMOUNT	DUE DATE	REMARKS
Late Fee	Lesser of 18% (per annum) of amount past due or highest rate allowed by applicable law	10 days after invoice	None.
Management Fee	Commercially reasonable rate	10 days after invoice	If you default under the Franchise Agreement or the ~~Community Director~~Managing Owner is unable to perform their duties due to death or disability, we may designate a temporary manager to manage your Business until you cure the default or find a replacement ~~Community Director~~Managing Owner, as applicable.
Indemnification	Will vary with circumstances	10 days after invoice	You must indemnify and reimburse us for any damages, losses or expenses we incur as a result of the operation of your Business or your breach of the Franchise Agreement.
Insurance	Actual cost of premiums, plus our costs and expenses	10 days after invoice	If you fail to obtain and maintain the insurance we require, and we elect to do so on your behalf, you must reimburse us.

Notes:

1. All fees are imposed by and are payable to us. All fees are non-refundable and uniformly imposed on franchisees. You must pay us all taxes that are imposed upon us or that we are required to collect and pay by reason of the furnishing of products, intangible property (including trademarks) or services to you.

2. You must sign an ACH Authorization Form (attached to the Franchise Agreement as ATTACHMENT "D"), permitting us to electronically debit your designated bank account for payment of all fees payable to us (other than the initial franchise fee and any fees that we deduct from your revenues prior to payment to you) as well as any amounts that you owe to us or our affiliates for the purchase of goods or services. You must deposit all Gross Revenues into the bank account and ensure that there are sufficient funds available for withdrawal before each due date.

3. "Gross Revenues" means all gross sums collected by you or us from all goods and services sold in connection with your Business, together with any other revenue or monies derived in connection with your Business, such as membership fees, event attendance fees, sponsorships fees, revenues from the sale of merchandise and the proceeds of any business interruption insurance. Gross Revenues includes all forms of compensation, including cash, check, credit card, credit transactions and the fair market value of any barter and other non-cash property and services received as an alternative to cash payments. "Gross Revenues" does not include: (i) revenues that you or we collect from a member and later refund to that member; or (ii) any sales or use taxes that you or we pay to a government agency.

   We collect certain revenues from your customers (such as membership fees and event attendance fees) and deduct your royalty fee and other fees from these revenues prior to remitting the balance to you on the 10th and 25th day of each month for revenues and fees received during the prior reporting period. Currently, we utilize reporting periods that run from (1) the 1st through the close of business on the 15th day of each month; and (2) the 16th through the close of business on the last day of each month. Fees are due 10 days after the close of each reporting period. We may designate certain payments that you may collect directly from customers and sponsors, in which case you must submit monthly reports of these revenues to us. In addition to the 20% royalty, we may also deduct from the revenues we collect any and all costs that we incur in relation to collecting funds from your members (for example merchant processing fees). All of these costs are pass-through costs and we do not retain any portion of such costs. If you collect any revenues directly, your fees due with respect to these revenues will be due on the 10th and 25th day of each month for revenues you collect during the prior reporting period.

4. We have established and maintain a brand and system development fund to promote public awareness of our brand and improve our System. You will have no voting rights pertaining to the administration of the fund, the creation and placement of the marketing materials or the amount of the required contribution.

5. ~~Before you open, we will provide our initial training program at no additional charge beyond the initial franchise fee. We also~~At the time you sign the Franchise Agreement, you must pay us: (i) a nonrefundable $10,000 initial training fee for the pre-opening initial training program that we will conduct; and (ii) a nonrefundable $5,000 EOS coaching fee for the EOS coaching program that will be provided to you. We do not charge a training fee for any system-wide refresher or additional training that we conduct at our headquarters in Birmingham, Michigan. You must pay us a training fee of up to $995 per person per day for: (i) any person who attends our initial training program after you open (such as new ~~Community Directors~~Managing Owners); (ii) any remedial training that we require based on your operational deficiencies; and (iii) each person to whom we provide additional training that you request. If we agree to provide onsite training or assistance, you must reimburse us for all costs incurred by our representative for meals, travel and lodging (this reimbursement obligation does not apply to any onsite training that is part of our initial training program). You are responsible for all expenses and costs that your trainees incur for training, including wages, travel and living expenses. If you transfer your franchise, we may charge the new franchisee a $10,000 initial training fee, which shall be in addition to the applicable transfer fee.

6. We may hold periodic national or regional conferences to discuss business and operational issues and systems affecting M3Linked franchisees. Attendance at these conferences is mandatory, although we will not require that your ~~Community Director~~Managing Owner attend more than 2 conferences during any calendar year. You are also responsible for all expenses and costs that the conference attendees incur, including wages, travel and living expenses.

7. You must acquire and utilize all information and communication technology systems that we specify from time to time (the "Technology Systems"). Our required Technology Systems may include computer systems, webcam systems, telecommunications systems, security systems, music systems, and similar systems, together with the associated hardware, software (including cloud-based software) and related equipment, software applications, mobile apps and third-party services relating to the establishment, use, maintenance, monitoring, security or improvement of these systems. Certain components of the Technology Systems must be purchased or licensed from third party suppliers. We and/or our affiliate may develop proprietary software, technology or other components of the Technology Systems that will become part of our System. If this occurs, you agree to pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. We also reserve the right to enter into master agreements with third party suppliers relating to any components of the Technology Systems and then charge you for all amounts that we must pay to these suppliers based upon your use of the software, technology, equipment, or services provided by the suppliers~~.~~ plus an administrative fee for our services. The "technology fee" includes all amounts that you must pay us or our affiliates relating to the Technology Systems, including amounts paid for proprietary items and amounts that we collect from you and remit to third-party suppliers based on your use of their systems, software, technology or services. The amount of the technology fee may change based upon changes to the Technology Systems or the prices charged by third-party suppliers with whom we enter into master agreements. The technology fee does not include any amounts that you directly pay to third-party suppliers for any component of the Technology Systems.

   As of the issuance date of this Disclosure Document, we charge a technology fee that consists of ~~$100 per month, which covers~~ the ~~fees associated with~~following components:

i. $60 per month for the virtual platform technology ~~that you must utilize~~;

ii. $128 per month per user license for the LinkedIn Sales Navigator Enterprise platform (we anticipate most franchisees will need 2 user licenses);

iii. $135 per month per user license for Saleseforce (we anticipate most franchisees will need 2 user licenses);

iv. $100 per month for the membership software;

v. $12 per month for each M3Linked email address that we provide to ~~conduct virtual meetings.~~ you (we anticipate most franchisees will need between 2 and 3 M3Linked email addresses);

vi. $1.54 per month for each social media domain name we license to you (we anticipate most franchisees will license between 2 and 4 social media domain names); and

vii. $100 per month for hosting and updating your local landing page.

We collect ~~this fee~~ all of the above technology fees from our franchisees and remit the ~~full~~entire amount to the ~~third~~ various 3rd party ~~licensor of the virtual platform technology.~~ licensors.

8. We reserve the right to engage the services of one or more "mystery shoppers" or quality assurance inspection firms for purposes of inspecting M3Linked communities for quality control purposes. If we implement such a program, we intend to utilize the program for all M3Linked businesses. Franchisees may be invoiced directly by the mystery shopper or quality assurance firm for the services rendered. Alternatively, we may be invoiced by the mystery shopper or quality assurance firm, in which case all franchisees must pay their proportional share of the total fee based on the number of open M3Linked franchised businesses owned by the franchisee as compared to the total number of all open M3Linked businesses at the time of the program (including company and affiliate-owned M3Linked businesses). We agree to pay our proportionate share of these costs with respect to each M3Linked business that is owned by us or our affiliates. We do not mark up these fees or retain any portion of the amounts that you pay to us for our mystery shopper / quality assurance program.

ITEM 7 ESTIMATED INITIAL INVESTMENT

The following table estimates your initial investment if you purchase a single franchise:

YOUR ESTIMATED INITIAL INVESTMENT (SINGLE UNIT OFFERING)				
TYPE OF EXPENDITURE	**AMOUNT [1]**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
Initial Franchise Fee	$~~75~~70,000	Lump sum	At time you sign Franchise Agreement	Us
Initial Training Fee	$10,000	Lump sum	At time you sign Franchise Agreement	Us
EOS Coaching Fee	$5,000	Lump sum	At time you sign Franchise Agreement	Us
Community Startup Package [2]	$2,742 to $3,065	Lump sum	30 days prior to opening	Us
Studio Equipment Package [3]	$1,000 to $1,500	Lump sum	Before opening	Suppliers

YOUR ESTIMATED INITIAL INVESTMENT (SINGLE UNIT OFFERING)				
TYPE OF EXPENDITURE	AMOUNT [1]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Food, Lodging & Travel (1 person)	$1,000 to $~~3~~2,000	As incurred	During training	Hotels, restaurants and airlines
Rent for Initial Event [~~2~~4]	$0 to $500	Lump sum	As charged by facility	Facility owner
~~Signage and Related Costs [3]~~	~~$1,200 to $2,200~~	~~Lump sum~~	~~Before opening~~	~~Suppliers~~
Computer System [~~4~~5]	$1,~~3~~500 to $~~5,300~~2,000	Lump sum	Before opening	Suppliers
~~Local Website Customization Fee~~	~~$495~~	~~Lump sum~~	~~Before opening~~	~~Supplier~~
~~Pre-opening Advertising [5]~~Lead Generation & GMB Services (prior to opening and 3 months after opening) [6]	$~~0~~8,000 to $~~1~~10,000	~~Lump sum~~As incurred	Before opening and monthly	~~Various media suppliers~~Suppliers
Business Licenses	$50 to $400	As incurred	Before opening	Government agencies
Professional Fees [7]	$~~0~~250 to $2,750~~0~~	Lump sum	Before opening	Lawyers & accountants
Technology Fees (3 months) [8]	$2,445	As incurred	Monthly	Us
Insurance (12 months' premium)	$350 to $~~1,000~~500	Lump sum	Before opening	Insurance companies
Additional Funds (3 month period after opening) [~~6~~9]	$~~8~~500 to $5,000	As incurred	As incurred	Suppliers, employees~~, us~~ & facility owners
Total Estimated Initial Investment [~~7~~10]	$~~80,245~~102,837 to $~~96,395~~115,160			

The following table estimates your initial investment if you purchase area development rights:

YOUR ESTIMATED INITIAL INVESTMENT (AREA DEVELOPMENT OFFERING)				
TYPE OF EXPENDITURE	AMOUNT [1]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	$70,000	Lump sum	At time you sign Franchise Agreement	Us
Initial Training Fee	$10,000	Lump sum	At time you sign Franchise Agreement	Us
EOS Coaching Fee	$5,000	Lump sum	At time you sign Franchise Agreement	Us
Community Startup Package [2]	$2,742 to $3,065	Lump sum	30 days prior to opening	Us
Studio Equipment Package [3]	$1,000 to $1,500	Lump sum	Before opening	Suppliers

YOUR ESTIMATED INITIAL INVESTMENT (AREA DEVELOPMENT OFFERING)				
TYPE OF EXPENDITURE	**AMOUNT [1]**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
Food, Lodging & Travel (1 person)	$1,000 to $2,000	As incurred	During training	Hotels, restaurants and airlines
Rent for Initial Event [4]	$0 to $500	Lump sum	As charged by facility	Facility owner
Computer System [5]	$1,500 to $2,000	Lump sum	Before opening	Suppliers
Lead Generation & GMB Services (prior to opening and 3 months after opening) [6]	$8,000 to $10,000	As incurred	Before opening and monthly	Suppliers
Business Licenses	$50 to $400	As incurred	Before opening	Government agencies
Professional Fees [7]	$250 to $2,750	Lump sum	Before opening	Lawyers & accountants
Technology Fees (3 months) [8]	$2,445	As incurred	Monthly	Us
Insurance (12 months' premium)	$350 to $500	Lump sum	Before opening	Insurance companies
Additional Funds (3 month period after opening) [9]	$500 to $5,000	As incurred	As incurred	Suppliers, employees & facility owners
Development Fee [11]	$19,500 to $97,500	Lump sum	At time you sign ADA	Us
Total Estimated Initial Investment [10]	$122,337 to $212,660			

Notes:

1. We do not offer direct or indirect financing for any of these items. None of the fees payable to us are refundable. We are unaware of any fees payable to third party suppliers that are refundable.

2. Item 5 includes a detailed breakdown of the items included in the startup package and the associated cost.

3. This estimates your cost to purchase our designated studio equipment package, including Neewer Background Stand Support Kit (with background, LED Softbox and umbrellas continuous lighting kit), Neewer Ring Light Kit (with dimmable LED ring light, light stand and carrying bag), teleprompter pad, video camcorder tripod, digital camera, USB mic and AC power supply adapter dummy battery charger kit.

~~2.~~4. M3Linked franchisees do not purchase or lease dedicated commercial space for purposes of operating the business. Instead, franchisees rent space on a temporary basis for purposes of holding events. The estimate above includes the estimated cost to rent space for your first M3Linked event. In some cases we expect franchisees will be able to lease temporary space on a rent-free basis.

~~1. This is an estimate of your cost to purchase the M3Linked décor that will be displayed at your events, including internal and external signage, marketing banners, floor mats and other items we specify.~~

5. You must purchase or lease the computer hardware and software that we require. Th~~is~~e estimate in the table above includes ~~your~~ the cost to purchase 1 computer ~~hardware and software, including the one-time $495~~

~~license fee for your membership software plus $60~~system (desktop or laptop) and 1 notebook or tablet computer.

~~3.~~6. Beginning at least 1 month prior to opening, you must spend a minimum of $1,500 per month ~~for support and updates~~on lead generation services and $500 per month on Google My Business (GMB) services. The low estimate assumes you begin purchasing lead generation and GMB services 1 month prior to opening while the high estimate assumes you begin purchasing lead generation and GMB services 2 months prior to opening. You may discontinue paying for lead generation services once your weekly M3Linked Forum has an average of at least 35 participants, including a minimum of 15 guests, for a continuous 4-week period. The minimum required expenditure for lead generation services will resume if you fail to meet this minimum requirement during any subsequent 4-week period. We do not require that you spend any other minimum amount of money on local advertising and marketing.

~~2. We do not require that you spend any minimum amount of money to market your Business prior to opening. However, some franchisees may choose to do so.~~

7. This estimates legal fees that you may incur prior to and at the beginning of the franchise relationship. At a minimum, you must hire a local attorney to prepare a Nondisclosure Agreement to be signed by all participants in the Mastermind experience. You may also hire an attorney to assist you with other legal matters, including reviewing the Franchise Disclosure Document and forming your business entity. The low estimate assumes you choose to only hire an attorney to prepare your Nondisclosure Agreement while the high estimate assumes you also hire an attorney to review the FDD and form your business entity.

8. This estimates your initial 3 months of technology fees. The monthly technology fee is assumed to include:

i. 2 user licenses to LinkedIn Sales Navigator ($256/month);

ii. 1 license to the virtual technology platform ($60/month);

iii. 2 user licenses to SalesForce ($270/month);

iv. 1 license to the membership software ($100/month);

v. 2 M3Linked email addresses ($24/month);

vi. 2 social media domain names ($5/month); and

vii. Hosting of your local landing page ($100/month).

~~4.~~9. This estimates your expenses during the first 3 months of operation, including payroll costs (excluding any wage or salary paid to you), rent for your events, ~~technology fees~~high-speed Internet access and other miscellaneous expenses and required working capital. The estimated expenses you will incur during the first 3 months for technology fees and insurance premiums are separately disclosed in the table. These figures are estimates based on ~~the past experience of our former Founder and Chief Operating Officer in operating an Eliances business in the Phoenix/Scottsdale market since 2013. We have also relied upon~~ our experience in franchising and operating M3Linked ~~(formerly Eliances)~~ businesses ~~since 2018~~in 2020.

10. This range is based on a purchase of the right to develop between 2 and 6 M3Linked franchised businesses. This range assumes you choose to pay a development fee equal to 30% of the initial franchise fees for your 2nd and subsequent franchises. If you choose to pre-pay the full amount of the initial franchise fees when you sign the ADA (i.e., to obtain a 15% discount), your development fee will range from $55,250 (if you develop 2 M3Linked franchised businesses) to $276,250 (if you develop 6 M3Linked franchised businesses)

and your total estimated initial investment will increase. We anticipate that most franchisees will choose to pay a development fee equal to 30% of the total initial franchise fees.

~~5.~~11. You may have additional expenses starting your Business. Your costs will depend on a variety of factors, including: how closely you follow our methods and procedures; your management skills, experience and knowledge; local costs to rent space, the prevailing wage rate; competition; and the sales level achieved during the initial period. We strongly recommend that you have independent estimates on your anticipated cost to develop, open and operate your Business.

~~YOUR ESTIMATED INITIAL INVESTMENT (AREA DEVELOPMENT OFFERING)~~				
~~TYPE OF EXPENDITURE~~	~~AMOUNT~~ [1]	~~METHOD OF PAYMENT~~	~~WHEN DUE~~	~~TO WHOM PAYMENT IS TO BE MADE~~
~~Initial Franchise Fee~~	~~$75,000~~	~~Lump sum~~	~~At time you sign Franchise Agreement~~	~~Us~~
~~Development Fee~~ [2]	~~$20,250 to $101,250~~	~~Lump sum~~	~~At time you sign Area Development Agreement~~	~~Us~~
~~Food, Lodging & Travel (1 person)~~	~~$1,000 to $3,000~~	~~As incurred~~	~~During training~~	~~Hotels, restaurants and airlines~~
~~Rent for Initial Event~~ [3]	~~$0 to $500~~	~~Lump sum~~	~~As charged by facility~~	~~Facility owner~~
~~Signage and Related Costs~~ [4]	~~$1,200 to $2,200~~	~~Lump sum~~	~~Before opening~~	~~Suppliers~~
~~Computer System~~ [5]	~~$1,350 to $5,300~~	~~Lump sum~~	~~Before opening~~	~~Suppliers~~
~~Local Website Customization Fee~~	~~$495~~	~~Lump sum~~	~~Before opening~~	~~Supplier~~
~~Pre-opening Advertising~~ [6]	~~$0 to $1,000~~	~~Lump sum~~	~~Before opening~~	~~Various media suppliers~~
~~Business Licenses~~	~~$50 to $400~~	~~As incurred~~	~~Before opening~~	~~Government agencies~~
~~Professional Fees~~	~~$0 to $2,500~~	~~Lump sum~~	~~Before opening~~	~~Lawyers & accountants~~
~~Insurance (12 months' premium)~~	~~$350 to $1,000~~	~~Lump sum~~	~~Before opening~~	~~Insurance companies~~
~~Additional Funds (3 month period after opening)~~ [7]	~~$800 to $5,000~~	~~As incurred~~	~~As incurred~~	~~Suppliers, employees, us & facility owners~~
~~Total Estimated Initial Investment~~ [8]	~~$100,495 to $197,645~~			

~~Notes:~~

1. ~~We do not offer direct or indirect financing for any of these items. None of the fees payable to us are refundable. We are unaware of any fees payable to third party suppliers that are refundable.~~

2. ~~This range is based on a purchase of the right to develop between 2 and 6 M3Linked franchised businesses.~~

3. ~~M3Linked franchisees do not purchase or lease dedicated commercial space for purposes of operating the business. Instead, franchisees rent space on a temporary basis for purposes of holding events. The estimate above includes the estimated cost to rent space for your first M3Linked event. In some cases we expect~~

~~franchisees will be able to lease temporary space on a rent-free basis.~~

4. ~~This is an estimate of your cost to purchase the M3Linked décor that will be displayed at your events, including internal and external signage, marketing banners, floor mats and other items we specify.~~

5. ~~You must purchase or lease the computer hardware and software that we require. This estimate includes your computer hardware and software, including the one-time $495 license fee for your membership software plus $60 per month for support and updates.~~

6. ~~We do not require that you spend any minimum amount of money to market your Business prior to opening. However, some franchisees may choose to do so.~~

7. ~~This estimates your expenses during the first 3 months of operation, including payroll costs (excluding any wage or salary paid to you), rent for your events, technology fees and other miscellaneous expenses and required working capital. These figures are estimates based on the past experience of our former Founder and Chief Operating Officer in operating an Eliances business in the Phoenix/Scottsdale market since 2013. We have also relied upon our experience in franchising M3Linked (formerly Eliances) businesses since 2018.~~

8. ~~You may have additional expenses starting your Business. Your costs will depend on a variety of factors, including: how closely you follow our methods and procedures; your management skills, experience and knowledge; local costs to rent space, the prevailing wage rate; competition; and the sales level achieved during the initial period. We strongly recommend that you have independent estimates on your anticipated cost to develop, open and operate your Business.~~

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Source Restricted Purchases and Leases - Generally

We require that you purchase or lease certain "source restricted" goods and services for the development and ongoing operation of your Business. By "source restricted," we mean that the good or service must meet our specifications and/or must be purchased from an approved or designated supplier (in some cases, an exclusive designated supplier, which may be us or an affiliate). Our specifications and list of approved and designated suppliers are contained in the Manual. We will notify you within 30 days of any changes to our specifications or list of approved or designated suppliers. We may notify you of these changes in various ways, including written or electronic correspondence, verbal or telephonic notification, amendments or updates to the Manual online, bulletins, or other means of communication.

Supplier Criteria

Our criteria for evaluating a supplier include standards for quality, delivery, performance, design, appearance and price of the product or service as well as the dependability, reputation and financial viability of the supplier. Upon your request, we will provide you with any objective specifications pertaining to our evaluation of a supplier, although certain important subjective criteria (e.g., product appearance, design, functionality, etc.) are important to our evaluation but cannot be described in writing.

If you want to purchase or lease a source restricted item from a non-approved supplier, you must send us a written request for approval and submit any additional information that we request. We may require that you send us samples from the supplier for testing. We may also require that we be allowed to inspect the supplier's facilities. We will notify you of our approval or disapproval within 30 days after we receive your request for approval plus all additional information and samples that we require. We may, at our option, re-inspect the facilities and products of any approved supplier and revoke our approval if the supplier fails to meet any of our then-current criteria. We reserve the right to require that you reimburse us for all costs that we incur in reviewing a proposed supplier and testing the products.

You are solely responsible for all issues that may arise between you and a supplier, including returns, collections, warranty issues, etc. We do not have any involvement or liability with respect to these issues.

Current Source Restricted Items

As described below in more detail, we currently require that you purchase or lease the following source restricted goods and services: the site for your ~~ROUNDtable~~M3Forum™ and ~~GRANDtable~~M3Symposium™ events and other M3Linked experiences; EOS coaching services; your computer system and associated software and technology; M3Linked décor; studio equipment; inventory; marketing materials and services; lead generation and GMB services; and insurance policies. We estimate that nearly 80% of the total purchases and leases that will be required to establish your Business and 80% of your ongoing operating expenses will consist of source restricted goods or services.

Site Approval

You will rent space on a temporary basis for purposes of holding ~~ROUNDtable~~M3Forum™ events, ~~GRANDtable~~M3Symposium™ events and other M3Linked experiences. We must approve the space that you will utilize. You may lease space from any lessor of your choosing.

EOS Coaching

You must complete the Entrepreneurial Operating System ("EOS") coaching program provided by our designated supplier.

Computer Equipment

Your computer system must meet our standards and specifications. You may purchase your computer from any supplier of your choosing. ~~However, you~~You must purchase various software and technology that we designate from the suppliers that we designate or approve, including the membership software~~ we designate from an approved or designated supplier. You must also license ~~, LinkedIn Sales Navigator Enterprise software, Salesforce and the virtual platform technology~~ that we designate from an approved or designated supplier~~. We currently require that you license all of the software through us. You must also license your M3Linked email addresses and social media domain names exclusively from us.

M3Linked Décor

You must purchase and utilize the internal and external signage, marketing banners, floor mats, business cards and other items we specify. These items must meet our standards and specifications. You must purchase these items ~~only~~exclusively from us as part of your startup package. We reserve the right to require that you purchase some or all of these items directly from 3rd party suppliers ~~that we designate or approve.~~in the future.

Studio Equipment

You must purchase the studio equipment that we designate. The equipment must meet our standards and specifications and must be purchased from suppliers that we designate or approve.

Inventory

All of your inventory must meet our standards and specifications. You must purchase these items only from suppliers that we designate or approve. You may not utilize any inventory items that we have not approved.

Marketing Materials and Social Media Services

All of your marketing materials must comply with our standards and requirements. We must approve all of your marketing materials before you use them. You must purchase all branded marketing materials only from suppliers that we designate or approve. We may also require that you utilize a designated marketing company to implement your social media campaign. You must pay us to host and update your local landing page, although we may outsource this function to a third-party licensor.

Lead Generation and GMB Services

You must purchase lead generation services and Google My Business (GMB) services from suppliers that we designate or approve.

Insurance

You must obtain the insurance coverage that we require from time to time (whether in the Franchise Agreement or in the Manual). You must purchase these policies from a carrier with an A.M. Best's rating of A-:VII or better. The required coverage currently includes comprehensive general liability insurance ~~(including employment practices coverage)~~ in the minimum amount of $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate~~,~~; (ii) cyber insurance and business interruption insurance for technology disruptions containing minimum liability protection of $1,000,000 combined single limit per occurrence, and $2,000,000 in the aggregate; (iii) worker's compensation insurance and employer's liability insurance as required by law; and (iv) any other ~~limits and coverage~~insurance that we ~~periodically require.~~specify in the

Manual. The required coverage and policies are subject to change. Any changes will be listed in the Manual. All insurance policies must be endorsed to: (i) name ~~us (and our members, officers, directors, and employees) as~~ M3Linked, LLC as an additional insured~~s~~; (ii) contain a waiver by the insurance carrier of all subrogation rights against us; and (iii) provide that we receive ~~10~~30 days' prior written notice of the termination, expiration, reduction or cancellation ~~or modification~~ of the policy. The insurance policies must also comply with all applicable requirements described in the Manual. You have the option, but not the obligation, to purchase your insurance from our recommended insurance company, PKIG.

Purchase Agreements

At this time, we do not negotiate purchase agreements with suppliers. However, we may in the future try to establish relationships with suppliers to enable our affiliates and franchisees to purchase certain items at discounted prices. If we succeed, you will be able to purchase these items at the discounted prices that we negotiate (less any rebates or other consideration paid to us). Alternatively, we reserve the right to purchase the items in bulk and resell them to you at our cost plus a reasonable markup (not to exceed 15% of our cost to acquire the item). There are no purchasing cooperatives, although we reserve the right to establish one or more purchasing cooperatives in the future. You do not receive any material benefits for using designated or approved suppliers other than having access to any discounted pricing that we negotiate.

Franchisor Revenues from Source Restricted Purchases

We are ~~not~~ currently ~~an approved or designated~~the exclusive supplier for ~~any goods~~all of the items included in your startup package. We are also the exclusive licensor of certain software programs you must ~~purchase or lease. However,~~ utilize (we license these programs from 3rd party licensors under master licensing arrangements) and the supplier of your local landing page (we may outsource the development, hosting and updating of your local landing page to a 3rd party supplier). Although you pay us the EOS coaching fee, we do not provide the coaching program. Instead we pay a third party to provide the coaching program to our franchisees. We may designate ourselves as an approved or designated supplier for ~~certain~~other items in the future. No persons affiliated with us are currently approved suppliers. There are no approved or designated suppliers in which any of our officers owns an interest.

We may receive rebates, payments or other material benefits from suppliers based on franchisee purchases. We intend to (but need not) deposit any such payments in the brand and system development fund.

During the fiscal year ended December 31, 20~~19~~20, neither we nor our affiliates received any revenues from franchisee purchases from us or other designated or approved suppliers.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement (FA), Area Development Agreement (ADA) and other agreements. It will help you find more detailed information about your obligations in these agreements and other items in this Disclosure Document.

OBLIGATION	SECTIONS IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	FA: Section 7.1 ADA: Section 4.2	Item 7 & Item 11
b. Pre-opening purchases/leases	FA: Section 6.2, 7.1, 12.4 & 17.1 ADA: Not Applicable	Item 7, Item 8 & Item 11
c. Site development and other pre-opening requirements	FA: Section 7.1 & 7.2 ADA: Section 4.2	Item 6, Item 7 & Item 11
d. Initial and ongoing training	FA: Section 5 ADA: Not Applicable	Item 6 & Item 11
e. Opening	FA: Section 7.2 ADA: Section 4.1	Item 11

OBLIGATION	SECTIONS IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
f. Fees	FA: Section 4.2, 5, 6.4, 8.4, 11.1, 12.6, 12.10, 15, 17.1, 18.2, 21.2	Item 5 & Item 6
	ADA: Section 5 & 7.2	
g. Compliance with standards and policies/Brand Standards Manual	FA: Section 6.1, 11.3, 12 & 19.1	Item 11
	ADA: Section 4.2	
h. Trademarks and proprietary information	FA: Section 19	Item 13 & Item 14
	ADA: Section 2	
i. Restrictions on products/services offered	FA: Section 12.3	Item 16
	ADA: Not Applicable	
j. Warranty and client service requirements	FA: Section 12.8	Not Applicable
	ADA: Not Applicable	
k. Territorial development and sales quotas	FA: Section 13	Item 12
	ADA: Section 4.1	
l. Ongoing product/service purchases	FA: Section 12.4	Item 8
	ADA: Not Applicable	
m. Maintenance, appearance and remodeling requirements	FA: Section 12.5	Item 11
	ADA: Not Applicable	
n. Insurance	FA: Section 17.1	Item 6 & Item 7 & Item 8
	ADA: Not Applicable	
o. Advertising	FA: Section 11	Item 6, Item 7 & Item 11
	ADA: Not Applicable	
p. Indemnification	FA: Section 20	Item 6
	ADA: Not Applicable	
q. Owner’s participation/ management/staffing	FA: Section 8	Item 11 & Item 15
	ADA: Not Applicable	
r. Records/reports	FA: Section 17.2 & 17.3	Item 6
	ADA: Not Applicable	
s. Inspections/audits	FA: Section 18	Item 6 & Item 11
	ADA: Not Applicable	
t. Transfer	FA: Section 21	Item 17
	ADA: Section 7	
u. Renewal	FA: Section 4	Item 17
	ADA: Section 4.4	
v. Post termination obligations	FA: Section 23	Item 17
	ADA: Not Applicable	
w. Non-competition covenants	FA: Section 16	Item 17
	ADA: Not Applicable	
x. Dispute resolution	FA: Section 24	Item 17

OBLIGATION	SECTIONS IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
	ADA: Section 9	
y. Franchise Owner Agreement (brand protection covenants, transfer restrictions and financial assurance for owners and spouses)	FA: ATTACHMENT "C" ADA: Not Applicable	Item 15

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee any of your notes, leases 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.

Before you open your Business, we will:

1. License you the Marks necessary to begin operating your Business. (Section 2)

2. Approve the location and layout of the facilities from which you will conduct ~~ROUNDtable~~M3Forum™ events, ~~GRANDtable~~M3Symposium™ events and other M3Linked experiences. See Section below entitled "Site Development" for additional information. (Sections 7.1 & 7.2)

3. Provide you with access to our Manual (which may be online), which will help you establish and operate your Business. See Section below entitled "Manual" for additional information. (Section 6.1)

4. Provide you with written specifications for the goods and services you must purchase to establish your Business, as well as a written list of approved and/or designated suppliers for purposes of acquiring these goods and services. We will deliver the various items included in the startup package that you must purchase from us. We do not deliver or install any ~~of the~~other items that you are required to purchase. (Section 6.2 & 12.2)

5. Provide you with our suggested marketing plan for your Business. See Section below entitled "Local Advertising" for additional information. (Section 11.2)

6. Provide an initial training program. See Section below entitled "Training Program" for additional information. (Section 5)

During the operation of your Business, we will:

1. ~~Give~~Provide you with ongoing guidance and recommendations on ways to improve the marketing and operation of your Business. (Section 6.3)

2. Provide periodic training programs. See Section below entitled "Training Program" for additional information. (Section 5)

3. Maintain a website that will include a list of all of the M3Linked franchised communities that are in good standing with us. We may modify the content of and/or discontinue this website at any time in our sole discretion. (Section 6.6 & 11.3(d))

4. Provide all billing services for certain revenue streams derived from the operation of your Business, including membership fees and event fees. (Section 6.4)

5. Provide you with the M3Linked email addresses and social media domain names you will use in the operation of your Business. As part of the services we provide in exchange for the technology fee associated with your email accounts and social media domain names, we will periodically distribute email and social media marketing materials to promote your Business. (Section 6.7)

6. Provide our suggested pricing for your consideration. To the extent permitted by applicable law, we may set maximum or minimum prices on the goods and services you offer. You may not charge members, or otherwise collect, any fees or other compensation that is not authorized by us in advance (for example, charging brokerage fees or finders' fees for introducing members or facilitating deals). (Section 12.3)

During the operation of your Business, we may, but need not:

1. Develop new merchandise and retail items for sale by M3Linked franchisees. (Section 6.9)

2. Negotiate purchase agreements with suppliers to allow you to purchase certain goods or services at discounted prices. We may also purchase items in bulk at discounted prices and resell them to you at our cost plus shipping and a reasonable markup. (Section 6.8)

3. Hold periodic national or regional conferences to discuss business and operational issues and systems affecting M3Linked franchisees, including industry changes, new services and/or merchandise, marketing strategies and the like. (Section 5)

4. Create a franchise advisory council. See Section below entitled "Advisory Council" for additional information. (Section 14)

5. Upon your request, provide additional training or assistance (either at our headquarters or in your territory). See Section below entitled "Training Program" for additional information. (Section 5)

We do not provide area developers with any support under their ADA.

Training Program (Section 5 & 22.2(i))

Overview

We will provide an initial training program for your ~~Community Director~~Managing Owner (defined in Item 15). This individual must successfully complete the initial training program to our satisfaction before you open your Business. You may send other owners and employees to initial training, but it is not required. The initial training program includes approximately ~~3~~2 days of training at our corporate headquarters located in Birmingham, Michigan (or at any other location we designate). A portion of this training includes your attendance at ~~a ROUNDtable~~an M3Forum™ event conducted in Birmingham, Michigan. We will also attend (either in person or remotely) and assist you with one of your initial ~~ROUNDtable~~M3Forum™ events conducted in your territory. Currently, we intend to offer the initial training program every other month assuming sufficient demand.

Training Topics

~~The~~As of the issuance date of this Disclosure Document, the initial training program consists of the following:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS ON THE JOB TRAINING	LOCATION
Welcome and Background of the franchisor	1.5	0	Corporate Headquarters
Initial set up of your community	2.5	0	Corporate Headquarters
Requirements for your business	2.0	0	Corporate Headquarters
Accounting and Bookkeeping	1.0	0	Corporate Headquarters
Building your team	1.0	0	Corporate Headquarters
Attend ~~ROUNDtable~~M3Forum™	4.0	0	~~ROUNDtable~~M3Forum™ Facility
Building your community	4.0	0	Corporate Headquarters
Marketing your business	2.0	0	Corporate Headquarters
Sponsors, affiliates and Strategic Alliances	2.0	0	Corporate Headquarters
~~ROUNDtable~~M3Forum™ Role Play	4.0	0	Corporate Headquarters
Total	24.0	0	

Training Materials

For the classroom training, the training materials will consist of the Manual and lectures. You will not be charged an additional fee for any of the training materials.

Instructors

Our instructors include David Letourneau, Scott Hansbury, Jim Lareau ~~and~~, Steven Nelick, Joe Beck and Jon Deiter.

David Letourneau is a Member and our Chairman. He has been with us since our inception in 2018. Mr. Letourneau has ~~45~~46 years of franchise and small business experience.

Scott Hansbury is a Member and our President and has ~~35~~36 years of business experience. He has been with us since January 2020. He is an expert in Corporate Development, leading companies from startup through growth phase and into Scale stage.

Jim Lareau is our Chief Operating Officer and has been with us since July 2020. He has more than ~~25~~26 years of experience providing training on a variety of topics to employees at all levels.

Steven Nelick is our Chief Executive Officer and has been with us since July 2020. He has more than ~~25~~26 years of experience providing training on a variety of topics to employees at all levels.

Joe Beck is an instructor that has been with us since 2018. He provides instruction on sales and other operational matters. He has more than 30 years of experience in the field of sales and leadership, including Fortune 100 sales experience and Inc. 500 top 10 sales experience. He has personally produced over $350 million in sales revenues for companies he has worked with. He has also trained, coached and mentored more than 2,500 sales professionals over the course of his career.

Jon Deiter is responsible for providing EOS business coaching to our franchisees during their first year of operation. He joined us in 2020. EOS coaching covers topics such as growing LinkedIn network and maximizing the client experience. Jon has more than 30 years of experience in leadership roles in a variety of manufacturing, distribution and service businesses, including leading strategic planning initiatives, motivating and managing people, and adding financial perspective to the decision making process. He is a CPA (inactive) with an MBA degree in Finance. Since 2015, he has focused on implementing EOS based on the book TRACTION by Gino Wickman.

Ongoing Training

During your first year of operation, you will complete the EOS coaching program conducted by our designated supplier. As of the issuance date of this Disclosure Document, the program is implemented by Jon Deiter (disclosed above under "Instructors"). EOS is a complete set of simple concepts and practical tools to help entrepreneurs achieve their business objectives. EOS is designed to improve "Vision" (aligning all members of the leadership team on business goals and implementation plan), "Traction" (instilling focus, discipline and accountability throughout the company) and "Healthy" (fostering a more cohesive, functional and healthy leadership team). EOS coaching sessions will be held quarterly and may include multiple franchisees as part of the same session. The program may also include monthly update sessions to develop discipline and accountability. The program may be conducted remotely, although the EOS coach may (but need not) attend forums in person as his or her schedule permits.

From time to time, we may offer system-wide refresher or additional training courses. These training programs are optional. If you appoint a new ~~Community Director~~Managing Owner, that person must attend and successfully complete our initial training program before assuming responsibility for the management of your Business.

If we conduct an inspection of your Business and determine you are not operating in compliance with the Franchise Agreement and/or the Manual, we may require that the ~~Community Director~~Managing Owner attend remedial training that addresses your operational deficiencies.

You may also request that we provide additional training (either at corporate headquarters or in your territory). We are not required to provide this additional training.

Virtual Training ~~Fees and Costs~~

We ~~will provide~~reserve the right to conduct the initial training program ~~at no additional charge beyond the~~and/or any ongoing training program virtually.

Training Fees and Costs

At the time you sign the Franchise Agreement, you must pay us: (i) a nonrefundable $10,000 initial ~~franchise~~training fee~~.~~ for the pre-opening initial training program that we will conduct; and (ii) a nonrefundable $5,000 EOS coaching fee for the EOS coaching program that will be provided to you. We ~~also~~ do not charge a training fee for any system-wide refresher or additional training program that we offer. We may charge you a training fee of up to $995 per person per day for: (i) each person that attends our initial training program after you open your Business (such as new ~~Community Directors~~Managing Owners); (ii) any remedial training that we require based on your operational deficiencies; and (iii) each person to whom we provide additional training that you request. If we agree to provide onsite training or assistance, you must reimburse us for all costs incurred by our representative for meals, travel and lodging (this reimbursement obligation does not apply to any onsite training that is part of our initial training program). You are responsible for all expenses and costs that your trainees incur for training, including wages, travel and living expenses. If you transfer your franchise, we may charge the new franchisee the training fee for each of the transferee's owners and employees that attends our initial training program, which fee would be in addition to the applicable transfer fee.

Manual (Section 6.1, 12.2 & 26.8)

We will provide you with access to our Manual in text or electronic form for the term of your Franchise Agreement. The Manual may include, among other things, (i) a description of the authorized goods and services that you may offer at your Business; (ii) mandatory and suggested specifications, operating procedures, and quality standards for products, services and procedures that we prescribe from time to time for M3Linked franchisees; (iii) mandatory reporting and insurance requirements; (iv) mandatory requirements for the venues from which you will conduct events; (v) policies and procedures pertaining to any membership program that we establish; and (vi) a written list of goods and services (or specifications for goods and services) you must purchase for the development and operation of your Business and a list of any designated or approved suppliers for these goods or services. The Manual is designed to establish and protect our brand standards and the uniformity and quality of the goods and services offered by our franchisees. We can modify the Manual at any time. All mandatory provisions contained in the Manual are binding on you. The Manual is confidential and remains our property. We may modify the Manual upon 30 days' prior notice, but the modification(s) will not alter your status or fundamental rights under the Franchise Agreement. The Manual contains a total of ~~85~~161 pages. A copy of the Table of Contents to the Manual is attached to this Disclosure Document as EXHIBIT "E".

Site Development (Section 7.1)

You are not required to purchase or lease commercial space for purposes of operating your Business. Instead, M3Linked franchisees rent rooms on a temporary basis for purposes of conducting ~~ROUNDtable~~M3Forum™ events, ~~GRANDtable~~M3Symposium™ events and other M3Linked experiences. You may only conduct events from venues located within your territory. We must approve each site/room you intend to utilize for holding events. In reviewing a proposed site, we consider factors such as size and layout of the room, AV equipment available for use in the room, and general location and character of the neighborhood. We will approve or disapprove your site within 10 days after you submit all information that we require. There is no minimum time by which you must obtain our approval of the room for your first event. However, you are required to hold your first event within 90 days after signing the Franchise Agreement. If you fail to hold your first event within 90 days we may terminate the Franchise Agreement.

If you choose to lease or purchase commercial space, we must approve the location prior to use. We consider the same factors listed above with respect to rooms rented on a temporary basis. You would not need our approval of the terms of your lease.

Computer System (Section 12.4, 12.5, 12.6, 17.3 & 18.1)

Required Components of Computer System

You must purchase and use all Technology Systems (as defined in Note 7 in Item 6) that we designate from time to time. One component of our Technology Systems is your "computer system". We do not have any standards or specifications for your computer system except that: (i) it must have Internet access; (ii) it must not be more than 3 years old; and (iii) you must purchase and utilize the software and technology that we specify, including membership software~~ and the ~~, lead management software (Salesforce), member acquisition/retention software (LinkedIn Sales Navigator Enterprise) and virtual platform technology~~ that we designate. Your~~. You must purchase 1 computer, which may either be a desktop or laptop. You ~~are~~must also ~~required to~~ purchase ~~a~~1 notebook or tablet computer to use at your ~~ROUNDtable~~M3Forum™ and ~~GRANDtable~~M3Symposium™ events.

How Computer System Is Used

You will utilize the computer for general business purposes such as preparing reports, financial accounting and communicating with us and your members electronically. All of your members will register and submit payments through our centrally managed computer system~~ which is licensed by us.~~, which is licensed by us. You will entre, store and track prospective member leads using Salesforce. Salesforce will also be used to identify and assess current and historic trends that create new members and help them close more deals. You will use the LinkedIn Sales Navigator Enterprise program to identify, research and engage potential prospective members. Your membership software will be used for a variety of purposes, including tracking members and sponsors and serving as a mini CRM, directory and messaging board. You will use your virtual platform technology for purposes of conducting virtual meetings.

We will provide you with your M3Linked email addresses. You must exclusively use the email address or addresses that we provide for all communications with us, customers, suppliers and other persons relating to your Business. You may not use any email address that we provide to you for any purpose unrelated to your Business We will also provide you with your M3Linked social media domain names. We will own the email addresses, domain names and the associated accounts, but will allow you to use them during the term of your franchise. As part of the services we provide in exchange for the technology fee associated with your email accounts and social media domain names, we will periodically distribute email and social media marketing materials to promote your Business.

Fees and Costs

We estimate the initial cost of your computer system will range from $1,500 to $2,000. The table below summarizes the various initial and ongoing fees associated with the software, technology, M3Linked email addresses and M3Linked domain names you must purchase and use:

Program/Item	**Initial Fee**	**Monthly Fee (per license)**	**Required # Licenses**	**Monthly Fee (total)**	**To Whom Paid**
Membership Software	$495 (included in startup package)	$100 ($1,200/year)	1	$100 ($1,200/year)	Us
Website Landing Page	$250 (included in startup package)	$100	1	$100 ($1,200/year)	Us
Salesforce	$0	$135 ($1,620/year)	2	$270 ($3,240/year)	Us
LinkedIn Sales Navigator	$0	$128 ($1,536/year)	2	$256 ($3,072/year)	Us
Virtual Technology Platform	$0	$60 ($720/year)	1	$60 ($720/year)	Us
M3Linked Email Address	$0	$12 ($144/year)	2	$24 ($288/year)	Us

Program/Item	Initial Fee	Monthly Fee (per license)	Required # Licenses	Monthly Fee (total)	To Whom Paid
Social Media Domain Names	$0	$1.54 ($18.48/year)	2 to 4 (assume 3)	@ $5 ($60/year)	Us
TOTAL FEES	$745	-	-	$815 ($9,780/year)	$745 initial fees paid to us $815 monthly fees paid to us

The fees paid to us are included as part of your technology fee. As of the issuance date of this Disclosure Document, we estimate your total technology fee will be $815 per month ($9,780 per year). We collect these fees and remit them to the 3rd party licensors.

~~Your computer will collect and store basic data on your members as well as your sales (if you choose to report financial data on your computer). Your membership software will collect member information including address, phone number, user ID and credit card information. This software will integrate with ours. We will have unlimited independent access to all data entered into the membership software. There are no contractual restrictions on our right to access and use this information. We do not have independent access to any other data collected on your computer.~~

~~You must pay our designated third-party licensor a one-time initial license fee of $495 for the membership software plus $60 per month ($720 per year) for support and updates.~~

~~We currently charge you a monthly technology fee of $100 per month ($1,200 per year), which covers the fees associated with the virtual technology platform. We collect this fee and remit the sum to the third-party licensor. In exchange for this fee, the licensor will provide all required maintenance, support, updates and upgrades.~~

~~We estimate the cost of your computer system will range from $1,350 to $5,300. In addition, you will be charged $495 in order for the licensor of your membership software to customize the design of our template website for your M3Linked community. Except as disclosed above: (i) neither we nor any other party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer system; and (ii) we are not aware of any optional or required maintenance, updating, upgrading or support contracts relating to your computer system.~~

~~You must maintain the computer system in good working order at your cost. During the term of your franchise, you may be required to upgrade or update your computer hardware and/or software to conform to our then-current specifications. There are no contractual limitations on the frequency or cost of these updates or upgrades.~~

~~We may change the components of the Technology Systems from time to time, including your computer system.~~ We and/or our affiliate may develop proprietary software, technology or other components of the Technology Systems that will become part of our System. If this occurs you agree to pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. We also reserve the right to enter into master agreements with third-party suppliers relating to any components of the Technology Systems and then charge you for all amounts that we must pay to these suppliers based upon your use of the software, technology, equipment, or services provided by the suppliers. The "technology fee" includes all amounts that you must pay us or our affiliates relating to the Technology Systems, including amounts paid for proprietary items and amounts that we collect from you and remit to third-party suppliers based on your use of their systems, software, technology or services. The amount of the technology fee may change based upon changes to the Technology Systems or the prices charged by third-party suppliers with whom we enter into master agreements. The technology fee does not include any amounts that you directly pay to third-party suppliers for any component of the Technology Systems. ~~As discussed above, we charge a~~ Our current technology fee ~~of $100 per month as of~~ includes the ~~issuance date~~components described above.

Maintenance, Support, Updates and Upgrades

We are not aware of any optional or required maintenance, updating, upgrading or support contracts relating to your computer system. The licensor of your membership software will provide all required maintenance, support and updates in exchange for the monthly fee listed above. We (or a third-party that we designate) will provide all required maintenance, support, updates and upgrades for the LinkedIn Sales Navigator platform and Salesforce software in exchange for the monthly fees listed above. The licensor of your virtual technology platform will provide all required maintenance, support, updates and upgrades in exchange for the monthly fee listed above. Except as disclosed above, neither we nor any other party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer system.

Collection and Sharing of Data

Your computer will collect and store basic data on your members as well as your sales (if you choose to report financial data on your computer). Your membership software will collect member information including address, phone number, user ID and credit card information. LinkedIn Sales Navigator will also collect information regarding your prospective members, including names, contact information and electronic messages between you and the prospective members that are facilitated through the program. Salesforce will collect prospective member names, emails, phone numbers, addresses, employment information and biographical information. These software programs will integrate with ours and we will have unlimited independent access to all data entered into these software programs. There are no contractual restrictions on our right to access and use this information. We do not have independent access to any other data collected on your computer.

Computer System Maintenance and Changes

You must maintain the computer system in good working order at your cost. We may change the components of the Technology Systems from time to time, including your computer system. During the term of your franchise, you may be required to upgrade or update your computer hardware and/or software to conform to our then-current specifications. There are no contractual limitations on the frequency or cost of these updates or upgrades. ~~Disclosure Document~~ Any changes to your computer system may result in changes to the technology fee you must pay us.

Brand and System Development Fund (Section 11.1)

We have established and maintain a brand and system development fund to promote public awareness of our brand and to improve our System. We may use the fund to pay for any of the following in our discretion: (i) developing maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs; (ii) public awareness of any of the Marks; (iii) public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and services; (vi) website development and search engine optimization; (vii) development and implementation of quality control programs; (viii) conducting market research; (ix) changes and improvements to the System; (x) costs and expenses incurred for regional or national franchise conferences; (xi) the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xii) collecting and account for contributions to the fund; (xii) preparing and distributing financial accountings of the fund; (xiv) any other programs or activities that we deem necessary or appropriate to promote or improve the System; and (xv) our and our affiliates' expenses associated with direct or indirect labor, administrative, overhead or other expenses incurred in relation to any of these activities. The fund will not be used to pay for advertisements principally directed at selling additional franchises, although consumer advertising may include notations such as "franchises available" and one or more pages on our website may promote the franchise opportunity.

You must contribute to the fund the amount we specify from time to time (not to exceed 3% of Gross Revenues). Currently we require a contribution of 3% of Gross Revenues. We will deposit into the fund all fund contributions paid by you and other franchisees. Any affiliate-owned M3Linked business will contribute to the fund on the same basis as our franchisees. However, if we modify the amount or timing of the contributions that must be made to the fund, any affiliate-owned M3Linked business that is established or acquired after the modification may contribute to the fund utilizing the modified amount or timing. Except as stated in this paragraph, we have no obligation to expend our own funds or resources for any marketing activities in your area.

All monies deposited into the fund that are not used in the fiscal year in which they accrue will be utilized in the following fiscal year. Any surplus of monies in the fund may be invested and we may lend money to the fund if there is a deficit. During the fiscal year ended December 31, 20~~19~~20, we did not ~~collect (or~~ spend~~)~~ any contributions to the fund~~.~~ although we did collect contributions from our franchisees.

We will direct and have complete control and discretion over all advertising programs paid for by the fund, including the creative concepts, materials, endorsements and media used for the programs, and the placement and allocation of the programs. We assume no direct or indirect liability or obligation to you with respect to the maintenance, direction or administration of the fund. The fund will not be a trust and we will have no fiduciary obligations with respect to our administration of the fund. An unaudited financial accounting of the operations of the fund will be prepared annually and made available to you upon request. We reserve the right to terminate the brand and system development fund at any time upon 30 days prior notice, in which case we will utilize any remaining contributions for the authorized purposes described above.

Local Advertising (Section 11.2 & 11.3)

Beginning at least 1 month prior to opening, you must spend a minimum of $1,500 per month on lead generation services and $500 per month on Google My Business (GMB) services. You may discontinue paying for lead generation services once your weekly M3Linked Forum has an average of at least 35 participants, including a minimum of 15 guests, for a continuous 4-week period. The minimum required expenditure for lead generation services will resume if you fail to meet this minimum requirement during any subsequent 4-week period.

We do not require that you spend any other minimum amounts of money on local marketing. However, you must participate at your own expense in all advertising, promotional and marketing programs that we require.

We will provide you with an initial recommended marketing plan for your Business. The marketing plan may be included in the Manual.

We may create and make available to you advertising and marketing materials for your purchase. We may use the brand and system development fund to pay for the creation and distribution of these materials, in which case there will be no additional charge. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing costs). Alternatively, we may enter into relationships with third party suppliers who will create the advertising or marketing materials for your purchase. We will provide reasonable marketing consulting, guidance and support throughout the franchise term on an as needed basis.

You will also have an opportunity to create advertising for your own use, provided we approve it in advance. You may not use any advertising materials that have not been approved by us. You must submit to us any advertising materials that you prepare or modify and we will have 3 business days to review and either approve or reject the materials. Our failure to approve any advertising materials within the 3-day period will constitute our disapproval of the materials.

You will enter into sponsorships with members of the business community to support your Community. We must review the financial terms of the sponsorship agreement solely for purposes of ensuring that revenues are being properly reported. All sponsorship fees must be paid to us.

You are encouraged to market your Business through approved social media channels in accordance with our social media policy. We may require that you utilize our designated supplier for social media marketing services. At all times you must comply with any social media policy that we develop. Our social media policy may regulate your social media posts relating to your Business as well as your personal posts (since your personal posts may be tied to our brand based on your status as an M3Linked franchisee). You may only use the social media domain names that we provide to you during the term of your franchise. Our social media policy and related requirements may be set forth in the Manual.

The licensor of our required membership software will provide you with a webpage (i.e., local landing page) that will be linked to our website. You must pay us the $250 initial setup fee (included as part of the startup package) and $100 monthly fee (included as part of your technology fee) associated with the development, hosting and updating of your local landing page. Your webpage will list certain information about your community. At this time, we do not allow our franchisees to maintain their own websites or market their businesses on the Internet (except through the webpage we provide and through approved social media channels). Therefore, you may not maintain a website, conduct e-commerce, or otherwise maintain a presence or advertise on the Internet or any other public computer network. If we change our policy at a later date to allow franchisees to maintain their own websites or market on the Internet, you may do so only if you comply with all of the website and Internet requirements that we specify. In that case, we may require that you sign an amendment to the Franchise Agreement that will govern your ability to maintain a separate website and/or market on the Internet.

You are not required to participate in an advertising cooperative.

Advisory Council (Section 14)

We ~~may, but need not,~~intend to create a franchise advisory council to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. We would consider all suggestions from the advisory council in good faith, but we would not be bound by any such suggestions. The advisory council would be established and operated according to rules and regulations we periodically approve, including procedures governing the selection of representatives of the advisory council to communicate with us on matters raised by the advisory council. You would have the right to be a member of the advisory council as long as you are not in default under the Franchise Agreement and you do not act in a disruptive, abusive or counter-productive manner, as determined by us in our discretion. As a member, you would be entitled to all voting rights and privileges granted to other members of the council. Any M3Linked business operated by us or our affiliates would also be a member of the Advisory Council. Each member would be granted 1 vote on all matters on which members are authorized to vote. We would have the power to form, change or dissolve the advisory council in our discretion.

The advisory council will also have the responsibility and authority to resolve disputes between franchisees involving members or guests originated by one franchisee that join or switch to a community operated by a different franchisee. If you are involved in such a dispute, you must follow the dispute resolution procedures established by the advisory council and you must abide by its decision (which will then serve as precedent for future disputes that are similar in nature).

Opening Requirements (Section 7.2)

You may not open your Business before: (i) successful completion of the initial training program; (ii) you purchase all required insurance; (iii) you obtain all required licenses, permits and other governmental approvals; and (iv) we approve the venue for your first event.

We anticipate that a typical M3Linked franchisee will open his or her M3Linked community 30 to 60 days after signing the Franchise Agreement. Some of the factors that may affect this time are identification of a suitable location, completion of training and obtaining insurance. Unless we agree to the contrary, your Business must be opened within 90 days after you sign the Franchise Agreement. Your failure to open within the 90-day period constitutes an event of default under your Franchise Agreement.

ITEM 12 TERRITORY

Location of Your Business

Each Franchise Agreement grants you the right to operate an M3Linked community and hold events within a defined geographic territory. You may hold M3Linked events from any approved location within your territory. You may change venues for your events as long as we approve the new venue and it is located within your territory. With our prior written approval, you may hold M3Linked events outside of your territory provided that you comply with all conditions that we specify.

You will have the right to conduct both in-person meetings as well as virtual meetings using the virtual platform technology that we designate. We reserve the right to terminate our franchisees' ability to conduct virtual meetings at any time in our sole discretion.

Your Territory (Franchise Agreement)

You will receive an exclusive territory that will be identified in ATTACHMENT "B" to your Franchise Agreement. We do not have any minimum size or demographics for a territory. Your territory may be defined by zip codes, municipal boundaries, or in any other manner we specify.

Your territory will be exclusive. By "exclusive," we mean that we will not hold M3Linked events, or authorize a third party to hold M3Linked events, from any venue located within your territory during the term of your Franchise Agreement. Individuals who reside in other franchisees' territories may become members of your community. Similarly, individuals who reside in your territory may become members of another franchisee's community. Individuals may become members of multiple M3Linked communities at any given time. Any dispute between franchisees relating to members or guests originated by one franchisee that join or switch to a community operated by a different franchisee shall be resolved by the franchise advisory council.

Your Development Territory (ADA)

If you sign an ADA, we will grant you an exclusive development territory. Each M3Linked community that you establish must be located within your development territory. A development territory will typically consist of a geographic area that coincides with the boundaries of a municipality, such as a city, county or state. There is no specific minimum or maximum size for a development territory. In determining the size of your development territory, we primarily consider the number of M3Linked communities we believe your development territory can sustain.

Your development territory will be exclusive, meaning that we will not hold M3Linked events, or authorize a third party to hold M3Linked events, from any venue located within your development territory during the term of the ADA.

You must sign a separate Franchise Agreement for each franchise that you establish under the ADA and you may only operate from the venues approved by us under the Franchise Agreements. We identify your development territory, the development fee and the development schedule in the ADA before you sign it.

Alternative Channels of Distribution

We reserve the right to sell or license others to sell competitive goods or services (whether under the Marks or under different trademarks) through alternative channels of distribution, such as over the Internet. We are not required to compensate you any sales we make through alternative channels of distribution within your territory or development territory, as applicable. However, we may choose to do so in our sole discretion.

Restrictions on Your Sales and Marketing Activities

You may advertise within the exclusive territories of other M3Linked franchisees. However, all of your marketing activities must be primarily directed towards members within your territory and you may not directly solicit the members of any other community. Similarly, other M3Linked franchisees may advertise within your exclusive territory, although their marketing activities must be primarily directed towards members within their territory and they cannot directly solicit your members. We may set minimum advertised pricing policies with which you must comply.

You must follow all policies and procedures that we specify from time to time regarding your use of the virtual technology platform and your ability to solicit and recruit members that attend virtual meetings. We may impose special restrictions on your ability to solicit and recruit members outside of your Territory that exclusively attend virtual meetings. However, we have not yet developed and such policies or restrictions as of the issuance date of this Disclosure Document. Any such policies or restrictions would be included in the Manual.

With respect to any M3Linked community operated by us or our affiliate, we or our affiliate, as applicable, will comply with the same extra-territorial marketing policy and/or minimum advertised pricing policies that we impose on our franchisees.

You are not permitted to market or sell through alternative channels of distribution, other than promoting membership in your community through approved social media channels and conducting virtual meetings in accordance with our policies and procedures. Your marketing activities are also subject to the additional restrictions described in Item 11 under the Section entitled "Local Advertising." There are no other restrictions on your right to solicit members, whether from inside or outside of your territory.

Minimum Performance Requirements

We require that you generate the following minimum Gross Revenues: (i) \$50,000 during your 1st year of operation; (ii) \$100,000 during your 2nd year of operation; and (iii) \$150,000 per year for the remainder of the term. Your failure to meet this quota constitutes a default under your Franchise Agreement, permitting us to terminate your franchise.

If you sign an ADA and fail to satisfy your development schedule by establishing the minimum number of M3Linked communities within the required period of time, we may terminate your ADA and you will lose the territorial protections associated with your development territory.

Additional Franchises and Territories

You are not granted any options, rights of first refusal or similar rights to acquire additional territories or franchises, other than your right and obligation to develop multiple M3Linked communities within your development territory if you sign an ADA.

Competitive Businesses Under Different Marks

Currently, neither we nor any affiliate of ours intends to operate or franchise another business under a different trademark that sells products or services similar to the products or services offered through an M3Linked community. However, we reserve the right to do so in the future.

ITEM 13 TRADEMARKS

~~Our former affiliate, Eliances IP, LLC, owns the following trademark that has been registered on the United States Patent and Trademark Office principal register:~~

~~REGISTERED MARKS~~		
~~MARK~~	~~REGISTRATION NUMBER~~	~~REGISTRATION DATE (RENEWAL DATE)~~
~~ELIANCES (Word Mark)~~	~~4623798~~	~~October 21, 2014~~

~~Our affiliate, M3Linked IP LLC~~Our affiliate, M3IP, applied to register the following trademark on the United States Patent and Trademark Office principal register based on an intent-to-use application:

UNREGISTERED MARKS		
MARK	APPLICATION NUMBER	APPLICATION DATE
M3LINKED (Word Mark)	90032472	July 2, 2020
M3 LINKED (Design Mark)	90053651	July 15, 2020
CONNECT - ENERGIZE – GROW (Word Mark)	90327395	November 18, 2020

We do not have a federal registration for the Marks listed in the table above for "Unregistered Marks". Therefore, these Marks do not have many legal benefits and rights as a federally registered trademark. If our right to use any of these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

All required affidavits for the Mark have been filed.

~~On July 30,~~ On July 20, 2020, we and M3Linked IP LLC ("M3IP") entered into an Intellectual Property License Agreement (as amended from time to time, the "M3Linked License Agreement"). Under the terms of the M3Linked License Agreement, M3IP~~2018, we entered into an Intellectual Property License Agreement with Eliances IP, LLC (as amended on May 22, 2020, the "Eliances License Agreement"). Under the terms of the Eliances License Agreement, Eliances IP, LLC granted us the exclusive right to use certain trademarks and service marks in the M3Linked System and to sublicense those Marks to our franchisees through the designated territory. The Marks covered by the Eliances License Agreement include "Eliances" and the associated logo. The designated territory includes the United States of America but expressly excluding Maricopa County, Arizona. The term of the Eliances License Agreement automatically renews annually, unless it is terminated in accordance with its terms. The Eliances License Agreement prohibits us, or any of our franchisees, from opening an M3Linked community in Maricopa County, Arizona. Eliances IP, LLC is permitted to terminate the Eliances License Agreement only if we declare bankruptcy or become insolvent, if we and Eliances IP, LLC mutually agree to terminate the License Agreement or if we breach Eliances IP, LLC's quality control standards and fail to cure the breach within a 60 day cure period. If the Eliances License Agreement is terminated, the agreement states that all sublicenses granted by us to our franchisees will continue in full force and effect until the expiration or termination of the applicable franchise agreement.~~

~~On July 20, 2020, we entered into an Intellectual Property License Agreement with M3Linked IP LLC (as amended from time to time, the "M3Linked License Agreement"). Under the terms of the M3Linked License Agreement, M3Linked IP LLC~~ granted us the exclusive worldwide right to use certain trademarks and service marks in the M3Linked System and to sublicense those Marks to our franchisees. The Marks covered by the M3Linked License Agreement include "M3Linked" and the associated logo. The M3Linked License Agreement also grants us a worldwide exclusive license to use certain other intellectual property owned by ~~M3Linked IP LLC~~M3IP, including the Operations Manual, copyrights, inventions, patents, patent applications, trade secrets, software, electronic data, databases and data collections. The term of the M3Linked License Agreement continues in perpetuity, subject to termination in accordance with its terms. Under the M3Linked License Agreement, we must: (i) pay ~~M3Linked IP LLC~~M3IP an annual royalty fee equal to the greater of $10,000 or 0.5% of our net sales; (ii) reimburse M3IP for its costs in obtaining and maintaining trademark protection for the covered Marks; (iii) comply (and cause our franchisees and other sublicensees to comply) with M3IP's quality controls in order to protect the reputation and goodwill associated with the covered Marks; (iv) maintain (and cause our franchisees and other sublicensees to maintain) the confidentiality of M3IP's trade secrets; and (v) cooperate with M3IP in any enforcement action relating to the covered Marks. If the M3IP License Agreement is terminated, the agreement states that all sublicenses granted by us to our franchisees will continue in full force and effect until the expiration or termination of the applicable franchise agreement.

Except as discussed above, no agreements limit our right to use or sublicense the use of the Marks.

We grant you the right to operate a franchise under the name "M3Linked" and logo shown on the cover page of this Disclosure Document. By trademark, we mean trade names, trademarks, service marks, and logotypes used to identify your M3Linked franchise or the products or services sold at your Business. We may change the trademarks you may use from time to time (including by discontinuing use of the Marks listed in this Item 13). If this happens, you must change to the new trademark at your expense (we have no obligation to reimburse you for these expenses).

You must follow our rules when using the Marks. You cannot use our name or mark as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. By way of example, you cannot form a business entity that has a legal name including "M3Linked" or any confusingly similar name. You may not use the M3Linked name relating to the sale of any product or service that is not previously authorized by us in writing. You also may not license or utilize any email address or domain name that includes "M3Linked" or any confusingly similar name, other than the email addresses and social media domain names that we provide to you during the term of the franchise.

You must notify us immediately when you learn about an infringing or challenging use of the Marks. We will take the action we think appropriate, but we are not required to take any action if we do not feel it is warranted. We may require your assistance, but you are not permitted to control any proceeding or litigation relating to our Marks. You must not directly or indirectly contest our or ~~Eliances IP, LLC's~~M3IP's right to the Marks.

Except as disclosed above, we are not required under the Franchise Agreement to: (i) protect your right to use the Marks or protect you against claims of infringement or unfair competition arising out of your use of the Marks; or (ii) participate in your defense or indemnify you for expenses or damages you incur if you are a party to an administrative or judicial proceeding involving our marks or if the proceeding is resolved in a manner that is unfavorable to you.

There are no currently effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; no pending infringements, oppositions or cancellations; and no pending material litigation involving any of the Marks. We do not know of any infringing uses that could materially affect your use of the Marks.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise. Although we have not filed an application for copyright registration for the Manual, training materials, our website or our marketing materials, we do claim a copyright to these items. During the term of your Franchise Agreement, we will allow you to use our proprietary know-how relating to the development, marketing and operation of an M3Linked community, including, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual. All customer data and customer lists will also be owned by us although you may use the data for purposes of operating your Business solely during the term of your Franchise Agreement. All ideas, improvements, inventions, marketing materials, and other concepts you develop relating to the operation of your Business will be owned by us.

You are required to maintain the confidentiality of all of our proprietary information and use it only in strict accordance with the terms of the Franchise Agreement and the Manual. You must promptly tell us when you learn about unauthorized use of our proprietary information. We are not obligated to act, but will respond to this information as we deem appropriate. You are not permitted to control any proceeding or litigation alleging the unauthorized use of any of our proprietary information. We have no obligation to indemnify you for any expenses or damages arising from any proceeding or litigation involving our proprietary information. There are no infringements that are known by us at this time.

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

The Franchise Agreement requires that you designate an owner who will be primarily responsible for the daily management and supervision of the Business (the "~~Community Director~~Managing Owner"). We must approve the owner that you appoint to serve as the ~~Community Director.~~Managing Owner. The ~~Community Director~~Managing Owner must dedicate his or her full time efforts to your Business. Any new ~~Community Director~~Managing Owner must successfully complete the initial training program before becoming involved with the supervision, management or operation of the Business. The ~~Community Director~~Managing Owner must at all times hold at least a 20% ownership interest in the franchise or have a vesting program approved by us.

~~You may hire managers to assist the Community Director. We do not have any requirements for managers except that they must~~You must appoint a "Executive Director" who will be primarily responsible for managing your M3Linked Community. Your Managing Owner may serve as your Executive Director. Alternatively, you may hire a third party to serve as your Executive Director. Any Executive Directors you hire must: (i) dedicate full time efforts to the management of your M3Linked Community unless we agree to the contrary; (ii) sign a Brand Protection Agreement, the form of which is attached to the Franchise Agreement as ATTACHMENT "E" (a "Brand Protection Agreement~~"). We do not require that a manager own any equity interest in the franchise.~~"); (iii) meet any minimum qualifications that we establish and be approved by us; and (iv) have authority to communicate with us and bind you to any agreements, representations or other commitments made by the Executive Director (unless the Managing Owner remains our primary point of contact for all communications relating to the franchised business). If you hire a third party to serve as your Executive Director, we do not require that he or she own any equity interest in the franchise.

If you are an entity, each owner (i.e., each person holding an ownership interest in you) and the spouse of each owner must sign a Franchise Owner Agreement, the form of which is attached to the Franchise Agreement as ATTACHMENT "C".

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We must approve all goods and services that you sell as part of your Business. You must offer all goods and services that we require. You may not sell any goods or services that we have disapproved. We have the unrestricted right to change the goods and/or services that you are required to sell as part of your Business at any time in our sole discretion, and you must comply with any such change. To the extent permitted by applicable law, we may set maximum or minimum prices on the goods and services you offer~~.~~ (including membership fees). We may also set minimum advertised pricing policies, in which case you may not engage in any advertising or marketing that offers pricing less than the minimum advertised pricing we establish from time to time. You may not charge members, or otherwise collect, any fees or other compensation that are not authorized by us in advance (for example, charging brokerage fees or finders' fees for introducing members or facilitating deals). You may hold no more than 2 M3Forum™ events per week for any given M3Linked community unless we authorize you in writing to hold more. You may not begin your 2nd M3Forum™ prior to meeting any requirements set forth in the Manual (for example, a requirement that your 1st M3Forum™ have a specified minimum number of participants per week for a minimum period of time before you may open your 2nd M3Forum™).

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise agreement (FA), Area Development Agreement (ADA) and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
a. Length of the franchise term	FA: Section 4.1	Term is equal to 10 years.
	ADA: Section 2	Term expires on opening of last franchise to be developed under development schedule.
b. Renewal or extension of the term	FA: Section 4.1 & 4.2	If you meet our conditions for renewal, you can enter into 3 consecutive successor franchise agreements. Each renewal term will be 5 years, for a total maximum term of 25 years. We may allow you to renew beyond 25 years but we have no obligation to do so (subject to state law).
	ADA: Section 4.4	No renewal rights.
c. Requirements for you to renew or extend	FA: Section 4.1 & 4.2	You must: not be in default; give us timely notice; sign our then-current form of franchise agreement and related documents (e.g., Franchise Owner Agreement, etc.); sign a general release (subject to state law); and pay the renewal fee. If you renew, you may be required to sign a contract with materially different terms and conditions than the original contract.
	ADA: Section 4.4	You may not renew or extend the term of the ADA.
d. Termination by you	FA: Section 22.1	You can terminate only if we fail to cure a material default within the cure period.
	ADA: Section 8	You can terminate only if we default.
e. Termination by us without cause	FA: Section 22.4	We can terminate without cause if you and we mutually agree to terminate.
	ADA: Section 8	We can terminate without cause if you and we mutually agree to terminate.
f. Termination by us with cause	FA: Section 22.2 & 22.3	We can terminate if you default.
	ADA: Section 8	We can terminate if you default.
g. "Cause" defined - curable defaults	FA: Section 22.2 & 22.3	You have 10 days to cure any monetary default. You have 30 days to cure any other default (other than defaults described below under "non-curable defaults").
	ADA: Section 8	You have 30 days to cure any default, other than defaults described below under "non-curable defaults."

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
h. "Cause" defined - non-curable defaults	FA: Section 22.2	The following defaults cannot be cured: failure to successfully complete training; failure to open in timely manner; insolvency, bankruptcy or seizure of assets; abandonment of franchise; failure to maintain required license or permit; conviction of certain types of crimes or subject of certain administrative actions; failure to comply with material law; commission of act that may adversely affect reputation of System or Marks; material misrepresentations; 2nd underreporting of any amount due by at least 3%; unauthorized transfers; unauthorized use of our intellectual property; violation of brand protection covenant; breach of Franchise Owner Agreement by owner or spouse; failure to meet minimum performance requirements; or termination of any other agreement between you and us or an affiliate due to your default (other than an ADA).
	ADA: Section 8	You cannot cure any default relating to the termination of a franchise agreement based on your default. Any termination of a franchise agreement is a default under the ADA allowing us to terminate without cure period.
i. Your obligations on termination/non-renewal	FA: Section 23.1	Obligations include: complete deidentification; cease use of intellectual property; return of Manuals and all branded materials; assignment of telephone numbers, listings and domain names; assignment of member information and accounts (which are owned by us); cancellation of fictitious names; and payment of amounts due (also see "r", below).
	ADA: Not Applicable	The ADA does not impose any specific obligations on you after it is terminated or expires.
j. Assignment of contract by us	FA: Section 21.1	No restriction on our right to assign.
	ADA: Section 7.1	No restriction on our right to assign.
k. "Transfer" by you – definition	FA: Section 21.2 & Attachment A (definition of "Transfer")	Includes transfer of contract or assets, or ownership change.
	ADA: Section 1 (definition of "Transfer") & 7.2	Includes transfer of contract or assets, or ownership change.
l. Our approval of transfer by you	FA: Section 21.2, 21.3 & Attachment A (definition of "Permitted Transfer")	If certain conditions are met, you may transfer to a newly-formed entity owned by you, or in certain instances, to an immediate family member or existing owner, without our approval. We have the right to approve all other transfers but will not unreasonably withhold approval.
	ADA: Section 1 (definition of "Permitted Transfer") & 7.3	If certain conditions are met, you may transfer to a newly-formed entity owned by you, or in certain instances, to an immediate family member or existing owner, without our approval. We have the right to approve all other transfers but will not unreasonably withhold approval.

THE FRANCHISE RELATIONSHIP		
Provision	**Sections in Agreement**	**Summary**
m. Conditions for our approval of transfer	FA: Section 21.2	Transferee must: meet our qualifications; successfully complete training (or commit to do so); obtain all required licenses and permits; and sign a new franchise agreement for the remainder of the term (or at our option, take assignment of existing franchise agreement). You must: be in compliance with Franchise Agreement; pay us the transfer fee; and sign a general release (subject to state law) and subordination agreement. We must notify you that we do not intend to exercise our right of first refusal.
	ADA: Section 7.2	Transferee must meet our qualifications, successfully complete training (or commit to do so) and sign a new area development agreement for the remainder of the term (or at our option, take assignment of existing ADA). You must be in compliance with all Franchise Agreements and ADA, assign all Franchise Agreements to same purchaser unless we agree to contra~~ct~~ry (or at our option, purchaser must sign our then current form of franchise agreement for each transferred franchise), comply with transfer provisions under Franchise Agreements~~, pay us the~~ (including payment of transfer fee) and sign a general release (subject to state law). We must notify you that we do not intend to exercise our right of first refusal.
n. Our right of first refusal to acquire your business	FA: Section 21.5	We have the right to match any bona fide, arms-length offer for your business.
	ADA: Section 7.5	We have the right to match any bona fide, arms-length offer for your area development rights.
o. Our option to purchase your business	FA: Not Applicable	Not Applicable
	ADA: Not Applicable	We do not have a right to purchase your area development rights unless you attempt to transfer your rights to a third party purchaser.
p. Your death or disability	FA: Section 21.4	Within 180 days, franchise must be assigned by estate to an assignee in compliance with conditions for other transfers. We may designate manager to operate the Business prior to transfer.
	ADA: Section 7.4	Within 180 days, franchise must be assigned by estate to an assignee in compliance with conditions for other transfers.
q. Non-competition covenants during the term of the franchise	FA: Section 16.2 & 16.3	Subject to state law, no involvement in competing business; comply with non-solicitation and non-disclosure covenants.
	ADA: Not Applicable	The ADA does not impose any noncompetitive covenants.
r. Non-competition covenants after the franchise is terminated or expires	FA: Section 16.2, 16.4 & 23.1	Subject to state law, no involvement for 18 months in competing business in the county in which your territory is located; comply with non-solicitation and non-disclosure covenants; cease use of intellectual property.
	ADA: Not Applicable	The ADA does not impose any noncompetitive covenants.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
s. Modification of the agreement	FA: Section 26.3 & 26.8	Requires writing signed by both parties (except for unilateral changes to Manual or unilateral reduction of scope of restrictive covenants by us). Other modifications primarily to comply with various states laws.
	ADA: Section 11.6	Requires writing signed by both parties. Other modifications primarily to comply with various states laws.
t. Integration/merger clause	FA: Section 26.8	Only the terms of the Franchise Agreement and attachments to Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document.
	ADA: Section 11.6	Only the terms of the ADA and attachments to ADA are binding (subject to state law). Any representations or promises made outside the Disclosure Document and ADA may not be enforceable. Nothing in the ADA or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	FA: Section 24	Subject to state law, all disputes must be mediated before litigation, except for certain disputes involving our intellectual property or compliance with restrictive covenants.
	ADA: Section 9	Subject to state law, all disputes must be mediated and then arbitrated before litigation.
v. Choice of forum	FA: Section 24	Subject to state law, all mediation and litigation must take place in Maricopa County, Arizona.
	ADA: Section 9	Subject to state law, all mediation and litigation must take place in Maricopa County, Arizona.
w. Choice of law	FA: Section 26.1	Subject to state law, Arizona law governs.
	ADA: Section 11.1	Subject to state law, Arizona law governs.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the Federal Trade Commission, the appropriate state regulatory agencies, and our management by contacting our Chief Executive Officer, Steven Nelick, at 255 E. Brown St., Suite 103, Birmingham, Michigan 48009 or by phone (317) 513-7999.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 201~~7~~8 TO 20~~19~~20

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	201~~7~~8	0	0	0
	201~~8~~9	0	~~0~~1	~~0~~+1
	20~~19~~20	~~0~~1	~~1~~4	+~~1~~3
Company-Owned	201~~7~~8	~~1~~0	~~1~~0	0
	201~~8~~9	~~1~~0	~~1~~0	0
	20~~19~~20	~~1~~0	1	~~0~~+1
Total Outlets	201~~7~~8	~~1~~0	~~1~~0	0
	201~~8~~9	~~1~~0	1	~~0~~+1
	20~~19~~20	1	~~2~~5	+~~1~~4

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 201~~7~~8 TO 20~~19~~20

State	Year	Number of Transfers
Total	201~~7~~8	0
	201~~8~~9	0
	20~~19~~20	0

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 201~~7~~8 TO 20~~19~~20

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
District of Columbia	201~~7~~8	0	0	0	0	0	0	0
	201~~8~~9	0	~~0~~1	0	0	0	0	~~0~~1
	20~~19~~20	~~0~~1	~~1~~0	0	0	0	0	1
Florida~~Totals~~	201~~7~~8	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Illinois	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Pennsylvania	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0

Table 3 - Status of Franchised Outlets For Years 201~~7~~8 to 20~~19~~20								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Termin-ations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations - Other Reasons**	**Outlets at End of Year**
	2020	0	1	0	0	0	0	1
Totals	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	3	0	0	0	0	4

Table 4 - Status of Company-Owned Outlets For Years 201~~7~~8 to 20~~19~~20							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of Year**
Michigan~~Arizona~~	201~~7~~8	~~1~~0	0	0	0	0	~~1~~0
	201~~8~~9	~~1~~0	0	0	0	0	~~1~~0
	20~~19~~20	~~1~~0	~~0~~1	0	0	0	1
Totals	201~~7~~8	~~1~~0	0	0	0	0	~~1~~0
	201~~8~~9	~~1~~0	0	0	0	0	~~1~~0
	20~~19~~20	~~1~~0	~~0~~1	0	0	0	1

Table 5 - Projected Openings as of December 31, 20~~19~~20			
State	**Franchise Agreements Signed But Outlet Not Opened**	**Projected New Franchised Outlets in the Next Fiscal Year**	**Projected New Company-Owned Outlets in the Next Fiscal Year**
California	2	1	0
Florida	~~1~~0	2	0
~~Georgia~~Indiana	0	1	0
New York~~Michigan~~	~~0~~1	~~0~~1	~~1~~0
Texas~~Pennsylvania~~	0	~~1~~0	~~0~~1
~~Tennessee~~	~~0~~	~~1~~	~~0~~
~~Washington~~	~~0~~	~~1~~	~~0~~
Total	~~1~~3	~~6~~5	1

Notes to Tables:

1. Our fiscal year ends on December 31st.

~~2. The company-owned outlet listed in Table 3 for Arizona refers to the Eliances business operated by our former Chief Operating Officer, David Cogan, in Maricopa County, Arizona. Mr. Cogan is no longer an owner or officer of the franchisor and does not operate under a franchise agreement with us. He continues to operate his business as an independent Eliances business in Maricopa County, Arizona. He does not have the right to use the Eliances mark outside of Maricopa County, Arizona.~~

~~3. The projected company-owned outlet for Michigan was originally intended to be a franchised outlet owned by Steven Nelick and Jim Lareau. The outlet was subsequently converted to an affiliate-owned community in~~

~~July 2020 as part of our corporate restructuring process.~~

A list of all current M3Linked franchisees is attached to this Disclosure Document as EXHIBIT "F" (Part A), including their names and the addresses and telephone numbers of their outlets as of December 31, 20~~19~~20. In addition, EXHIBIT "F" (Part B) lists the name, city and state, and the 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 our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experience as a franchisee in our franchise system. There are no (i) trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored or endorsed or (ii) independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

Audited financial statements for ~~Eliances~~M3Linked, LLC for the fiscal years ended December 31, 2020, December 31, 2019 and December 31, 2018 are attached to this Disclosure Document as EXHIBIT "G". Because we have not been in existence for 3 years, we cannot provide all of the financial statements required by the FTC franchise disclosure guidelines. ~~Also attached to this Disclosure Document as EXHIBIT "G" is an unaudited balance sheet as of July 8, 2020 and an unaudited profit and loss statement from January 1, 2020 through July 8, 2020. THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.~~

ITEM 22 CONTRACTS

Attached to this Disclosure Document (or the Franchise Agreement attached to this Disclosure Document) are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

Exhibits to Disclosure Document

EXHIBIT "C"	Franchise Agreement
EXHIBIT "D"	Area Development Agreement
EXHIBIT "H"	Franchisee Disclosure Questionnaire
EXHIBIT "I"	General Release
EXHIBIT "J"	Multi-State Addenda
EXHIBIT "K"	State Effective Dates

Attachments to Franchise Agreement

ATTACHMENT "C"	Franchise Owner Agreement
ATTACHMENT "D"	ACH Authorization Form
ATTACHMENT "E"	Brand Protection Agreement
ATTACHMENT "F"	Multi-State Addenda

Attachments to ADA

ATTACHMENT "B"   Multi-State Addenda

ITEM 23   RECEIPT

EXHIBIT "L" to this Disclosure Document are detachable receipts. You are to sign both, keep one copy and return the other copy to us.

EXHIBIT "A"

TO DISCLOSURE DOCUMENT

STATE AGENCIES AND ADMINISTRATORS

CALIFORNIA
Commissioner of ~~Business Oversight~~Financial Protection & Innovation
Department of ~~Business Oversight~~Financial Protection & Innovation
320 West 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500; 1-866-275-2677
Agents for Service of Process:
Commissioner of ~~Business Oversight~~Financial Protection & Innovation Department of Financial Protection & Innovation
~~Department of Business Oversight~~
320 West 4th Street, #750
Los Angeles, CA 90013

HAWAII
Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722
Agents for Service of Process:
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS
Illinois Attorney General
Chief, Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA
Secretary of State
Securities Division
Room E-018

Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6360
Agent for Service of Process:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN
Franchise Section
Consumer Protection Division
525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor
Lansing, MI 48913
(517) 335-7567

MINNESOTA
Commissioner of Commerce
Director of Registration
85 Seventh Place East, #280
St. Paul, Minnesota 55101-3165
(651) 539-1500

NEW YORK
NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st fl
New York, NY 10005
(212) 416-8285
Agents for Service of Process:
Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA
North Dakota Securities Department
State Capitol, 5th Floor, Dept 414
600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-4712

RHODE ISLAND
Department of Franchise Regulation
1511 Pontiac Avenue, John O. Pastore Complex, Bldg 69-1
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA
Department of Labor and Regulation
Division of Insurance Securities Regulation
124 S Euclid, 2nd Floor
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051
Agents for Service of Process:
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760
Mailing Address:
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507

WISCONSIN
Department of Financial Institutions
Division of Securities
201 W Washington Avenue, Suite 500, Madison, WI 53703
(608) 261-9555

302 West Washington Street Indianapolis, IN 46204 (317) 232-6681 **MARYLAND** Office of the Attorney General		

EXHIBIT "B"

TO DISCLOSURE DOCUMENT

FRANCHISOR'S AGENT FOR SERVICE OF PROCESS

Registered Agents Inc.
30 N. Gould St., Suite R
Sheridan, Wyoming 82801

In states listed in EXHIBIT "A", the additional agent
for Service of Process is listed in EXHIBIT "A"

In Maryland the agent for Service of Process is:
Maryland Securities Commissioner
200 St. Paul Place, Baltimore, Maryland 21202-2020

EXHIBIT "C"

TO DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

[See Attached]

FRANCHISE AGREEMENT

FRANCHISEE: ____________________________
DATE: ____________________________

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ATTACHMENTS

M3LINKED FRANCHISE AGREEMENT

This M3Linked Franchise Agreement (this "Agreement") is entered into as of ____________, 202__ (the "Effective Date") between ~~Eliances~~M3Linked, LLC, a Wyoming limited liability company ("we" or "us") and ____________________, a(n) ________________ ("you").

1. DEFINITIONS. Capitalized terms used in this Agreement are defined either in the body of this Agreement or in ATTACHMENT "A". For capitalized terms that are defined in the body of this Agreement, ATTACHMENT "A" lists the Sections of this Agreement in which such terms are defined.

2. GRANT OF FRANCHISE. We hereby grant you a license to own and operate an M3Linked franchise community (your "Business") using our Intellectual Property solely within the geographic area identified in ATTACHMENT "B" (your "Territory"). As an M3Linked franchisee, you will operate a business that facilitates the establishment and growth of a private~~, invitation-only~~ community that provides members with a forum to foster business relationships among the most influential and intellectual individuals within a community. You may not restrict membership based on a prospective member's race, gender, ethnicity or sexual orientation. We reserve all rights not expressly granted to you.

3. TERRITORIAL RIGHTS. Your Territory will be exclusive. By exclusive, we mean that we will not conduct, or grant a franchise or license to a third party to conduct, an M3Linked event from any venue located within your Territory during the Term. Your exclusivity does not prevent individuals who reside in your Territory from becoming members of an M3Linked community operated by us or another franchisee. Similarly, individuals who reside in the territory of another M3Linked community may become members of your community. Individuals may become members of multiple M3Linked communities. Any dispute between franchisees relating to members or guests originated by one franchisee that join or switch to a community operated by a different franchisee shall be resolved by the franchise advisory council in accordance with Section 14. Your exclusivity does not prevent us from selling competitive goods or services (including under the Marks) to persons in your Community through alternative channels of distribution, such as sales over the Internet.

4. TERM AND RENEWAL.

4.1. Generally. The term of this Agreement will begin on the Effective Date and expire ten (10) years thereafter (the "Term"). If this Agreement is the initial franchise agreement for your Business, you may enter into a maximum of three (3) successor franchise agreements (each, a "Successor Agreement") as long as you meet the conditions for renewal specified below. The Successor Agreement shall be the current form of franchise agreement that we use in granting M3Linked franchises as of the expiration of the Term or renewal term, as applicable. The terms and conditions of the Successor Agreement may vary materially and substantially from the terms and conditions of this Agreement. Each renewal term will be five (5) years, for a maximum total term of 25 years. You will have no further right to operate your Business following the expiration of the final renewal term unless we grant you another franchise in our sole discretion. If this Agreement is a Successor Agreement, the renewal provisions in your original franchise agreement will dictate the length of the Term of this Agreement as well as your remaining renewal rights, if any.

4.2. Renewal Requirements. In order to enter into a Successor Agreement, you and the Owners (as applicable) must: (i) notify us in writing of your desire to enter into a Successor Agreement not less than 180 days nor more than 270 days before the expiration of the Term or renewal term, as applicable; (ii) not be in default under this Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or the time you sign the Successor Agreement; (iii) sign the Successor Agreement and all ancillary documents that we require franchisees to sign; (iv) sign a General Release; (v) pay us a renewal fee equal to 15% of our then-current initial franchise fee; and (vi) take any additional action that we reasonably require.

4.3. Interim Term. If you do not sign a Successor Agreement after the expiration of the Term and you continue to accept the benefits of this Agreement, then at our option, this Agreement may be treated either as: (i) expired as of the date of the expiration with you then operating without a franchise to do so and in violation of our rights; or (ii) continued on a month-to-month basis (the "Interim Term") until either party provides the other party with 30 days' prior written notice of the party's intention to terminate the Interim Term. In the latter case, all of your obligations will remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations and restrictions imposed on you upon the expiration or termination of this Agreement will be deemed to take effect upon the termination of the Interim Term.

Except as otherwise permitted by this Section 4, you have no right to continue to operate your Business following the expiration of the Term.

5. TRAINING AND CONFERENCES

5.1. Initial Training Program. The ~~Community Director~~Managing Owner must attend and successfully complete our initial training program before you open your Business. The majority of initial training will take place at our corporate headquarters in Birmingham, Michigan. As part of your initial training we will also attend (either remotely or in person) one of the initial events you hold in your territory.

5.2. Initial Training For New Owners~~/Managers~~. If you appoint a new ~~Community Director~~Managing Owner after we conduct our pre-opening initial training program, the new ~~Community Director~~Managing Owner must attend and successfully complete our then-current initial training program.

5.3. EOS Coaching. Our designated supplier will provide you with the Entrepreneurial Operating System ("EOS") coaching program during your first year of operation. You must attend each quarterly coaching session held by the EOS coach. You must also schedule and participate in monthly update sessions as specified by the EOS coach.

~~5.3.~~5.4. Periodic Training. We may offer periodic refresher or additional training courses for your ~~Community Director~~Managing Owner. Attendance at these training programs is optional.

~~5.4.~~5.5. Additional Training Upon Request. Upon your written request, we may provide additional assistance or training to you at a mutually convenient time.

~~5.5.~~5.6. Remedial Training. If we conduct an inspection of your Business and determine that you are not operating your Business in compliance with this Agreement and/or the Manual, we may, at our option, require that your ~~Community Director~~Managing Owner attend remedial training that is relevant to your operational deficiencies.

~~5.6.~~5.7. Conferences. We may hold periodic national or regional conferences to discuss various business issues and systems and operational and general business concerns affecting M3Linked franchisees. Attendance at these conferences is mandatory. We will not require attendance at more than two (2) conferences during any calendar year.

5.8. Virtual Training. We reserve the right, in our sole discretion, to conduct all or any portion of initial training and/or ongoing training virtually rather than in-person.

~~5.7.~~5.9. Training Fees and Expenses~~. We will provide our initial training program at no additional charge. We also~~. At the time you sign the Franchise Agreement, you must pay us: (i) a nonrefundable $10,000 initial training fee for the pre-opening initial training program that we will conduct; and (ii) a nonrefundable $5,000 EOS coaching fee for the EOS coaching program that will be provided to you. We do not charge a training fee for any system-wide refresher or additional training that we conduct. We may charge you a training fee of up to $995 per person per day for: (i) each person that attends our initial training program after you open your Business (such as new ~~Community Directors~~Managing Owners); (ii) any remedial training that we require based on your operational deficiencies; and (iii) each person to whom we provide additional training that you request. We may charge you a conference registration fee of up to $395 per person per conference (which amount is in addition to any monies we utilize from the brand and system development fund to pay for costs associated with the conference). If we agree to provide onsite training or assistance, you must reimburse us for all costs incurred by our representative for meals, travel and lodging (this reimbursement obligation does not apply to any onsite training that is part of our initial training program). You are responsible for all expenses and costs that your trainees incur for training or attending conferences, including wages, travel and living expenses. If you transfer your franchise, we may charge the new franchisee the training fee for each of the transferee's owners and employees that attends our initial training program. All training fees and expense reimbursements are due 10 days after invoicing.

6. OTHER FRANCHISOR ASSISTANCE.

6.1. Manual. During the Term, we will provide you with access to our confidential Brand Standards Manual (the "Manual") in text or electronic form. The Manual will help you establish and operate your Business. The information in the Manual is confidential and proprietary and may not be disclosed to third parties without our prior approval.

6.2. Startup Package. Approximately 30 days prior to your anticipated opening date, you must purchase your community startup package from us. Currently, we anticipate the community startup package will include the following items:

Item	Cost
M3Linked Virtual Signage	$910
2 M3Linked Pullup Banners	$334
2 M3Linked Table Cloths	$253 to $276 (depending on size)
Opening Press Release	$200
Landing Page Website Customization	$250
Membership software setup and customization	$495
Estimated Shipping Costs	$300 to $600
Total	$2,742 to $3,065

We will deliver these items to you prior to opening. We may alter the items included in the startup package at any time, which may result in a different purchase price. The purchase price is nonrefundable. At our option, we may require that you purchase some or all of these items directly from third-party suppliers designated by us.

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

6.3.6.4. Billing Services. We will bill your members for certain fees and other amounts owed, including membership fees and event fees. You may not directly bill or invoice your members for any goods or services sold in connection with your Business except as we specifically approve or require (at this time we do not bill or collect any revenues from your sponsors although we may do so in the future). You must instruct all members regarding the use of our centralized website to register members and submit payments. ~~We will~~

~~collect~~All sponsors must pay sponsorship fees directly to us. You may not directly collect any sponsorship fees from a sponsor. We will collect all of these funds, deduct our royalty and other fees, and remit the balance to you on or before the 10th and 25th day of each month for revenues collected during the prior reporting period. Currently, we utilize reporting periods that run from (1) the 1st through the close of business on the 15th day of each month; and (2) the 16th through the close of business on the last day of each month. Fees are due 10 days after the close of each reporting period. We have no liability or responsibility for non-payment by your members or sponsors and you agree to take all reasonably necessary steps we request in order to collect amounts owed from your members~~.~~ and sponsors. In addition to the 20% royalty fee that we charge, we may also deduct from the revenues we collect any and all costs that we incur in connection with collecting funds from your members and sponsors (for example merchant processing fees). All of these costs are pass-through costs and we do not retain any portion.

6.4.6.5. Marketing Assistance. As further described in Section 11.1 and Section 11.2, we may, but need not, administer the brand and system development fund and provide you with other marketing assistance during the Term.

6.5.6.6. Website. We will maintain a website for M3Linked franchisees that will include the information about your Business that we deem appropriate. We may modify the content of and/or discontinue the website at any time in our sole discretion. The licensor of our required membership software will provide you with a webpage that will be linked to our website. You must pay us an initial set up fee of $250 for setting up your local landing page (included in your startup package) and an ongoing fee of $100 per month (included in your technology fee) for customizing, hosting and updating your local landing page.

6.7. Email Addresses and Social Media Domain Names. We will provide you with one (1) or more M3Linked email addresses for use with your Business. We will charge you our then-current fee for each email address that we provide (this fee would be added to the technology fee described in Section 12.6). You must exclusively use the email address or addresses that we provide for all communications with us, customers, suppliers and other persons relating to your Business. You may not use any email address that we provide to you for any purpose unrelated to your Business. We will also provide you with all social media domain names that you may use. We will charge you our then-current fee for each social media domain name that we provide (this fee would be added to the technology fee described in Section 12.6). We will own the email addresses, social media domain names and the accounts but will allow you to use them during the term of your franchise. As part of the services we provide in exchange for the technology fee associated with your email accounts and social media domain names, we will periodically distribute email and social media marketing materials to promote your Business.

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

6.7.6.9. Merchandise. We may, but need not, develop M3Linked merchandise and other retail items for sale at your Business. If we develop any of these products, you agree to maintain a reasonable inventory of these items at all times.

7. ESTABLISHING YOUR BUSINESS

7.1. Venue for Events. You are not required to purchase or lease commercial space for purposes of operating your Business. Instead, M3Linked franchisees rent rooms on a temporary basis for purposes of conducting events. We must approve each site/room you intend to utilize for holding events. In reviewing a proposed site, we consider factors such as size and layout of the room, AV equipment available for use in the room, and general location and character of the neighborhood. You must send us a complete site report (containing the demographic, commercial and other information, photographs and video that we may reasonably require) for your proposed site. We have the right to accept or reject all proposed sites in our commercially reasonable judgment. We will use our best efforts to approve or disapprove a proposed site within ten (10) days after we receive all of the requisite materials. Your site is deemed disapproved if we fail to issue our written approval within the 10-day period. You understand that our approval of a site does not constitute a representation or warranty of any kind, express or implied, of the suitability of the site for an M3Linked event. Our approval of the site indicates only that we believe the site meets our minimum criteria. You may only conduct events from venues located within your Territory. You must utilize all signage and other M3Linked décor that we specify. If you choose to lease or purchase commercial space, we must approve the location prior to use and you must obtain our approval of the layout and equipping of the site. You would not need our approval of the terms of your lease.

7.2. **Opening**. You must open your Business to the public within 90 days after the Effective Date. You may not open your Business before: (i) successful completion of the initial training program by your ~~Community Director~~Managing Owner; (ii) you purchase all required insurance; (iii) you obtain all required licenses, permits and other governmental approvals; and (iv) we approve the venue for your first M3Linked event. BY VIRTUE OF OPENING YOUR BUSINESS, YOU ACKNOWLEDGE THAT WE HAVE FULFILLED ALL OF OUR PRE-OPENING OBLIGATIONS TO YOU.

8. MANAGEMENT AND STAFFING.

8.1. **Owner Participation.** You acknowledge that a major requirement for the success of your Business is the active, continuing, and substantial personal involvement and hands-on supervision by your ~~Community Director. The Community Director~~Managing Owner. The Managing Owner must at all times be actively involved in the operation of the Business on a full time basis and must hold at least a 20% ownership interest in the franchise or have a vesting program approved by us. Any new ~~Community Director~~Managing Owner that we approve must successfully complete the initial training program.

8.2. ~~**Managers.** You may hire a manager to assist the Community Director. Any manager you hire must sign a Brand Protection Agreement.~~

8.2. **Executive Director.** You must appoint a "Executive Director" who will be primarily responsible for managing your M3Linked community. Your Managing Owner may serve as your Executive Director. Alternatively, you may hire a third party (i.e., non-owner of the franchise) to serve as your Executive Director. Any third party that you hire to serve as your Executive Director must: (i) meet any minimum qualifications we establish; (ii) be approved by us in writing; and (iii) sign a Brand Protection Agreement. Unless we agree to the contrary in writing, the Executive Director must dedicate full time efforts to the management of your M3Linked Community. Your Executive Director shall be authorized to communicate with us and bind you to any agreements, representations or other commitments made by the Executive Director, unless the Managing Owner remains our primary point of contact for all communications relating to the Business.

8.3. **Employees.** You must determine appropriate staffing levels for your Business to ensure full compliance with this Agreement and our system standards. You may hire, train and supervise employees to assist you with the proper operation of the Business. You must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings required by law) due for your employees. These employees will be employees of yours and not of ours. We do not control the day to day activities of your employees or the manner in which they perform their assigned tasks. You must inform your employees that you exclusively supervise their activities and dictate the manner in which they perform their assigned tasks. In this regard, you must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, time cards, and similar items. We also do not control the hiring or firing of your employees. You have sole responsibility and authority for all employment related decisions, including employee selection and promotion, hours worked, rates of pay and other benefits, work assignments, training and working conditions. We will not provide you any advice or guidance on these matters. You must require that your employees review and sign the acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee that you are his or her sole employer. You must also post a conspicuous notice for employees in the back-of-the-house area explaining your franchise relationship with us and that you (and not we) are the employee's sole employer. We may prescribe the form and content of this notice.

8.4. Interim Manager. We have the right, but not the obligation, to designate an individual of our choosing (an "Interim Manager") to manage your Business if either: (i) your ~~Community Director~~Managing Owner ceases to perform the responsibilities of a ~~Community Director~~Managing Owner (whether due to retirement, death, disability, or for any other reason) and you fail to find an adequate replacement ~~Community Director~~Managing Owner within 30 days; or (ii) you are in material breach. The Interim Manager will cease to manage your Business at such time that you hire an adequate replacement ~~Community Director~~Managing Owner who has completed training or you cure the material breach, as applicable. If we appoint an Interim Manager, you agree to compensate the Interim Manager at a rate that we establish in our commercially reasonable discretion. The Interim Manager will have no liability to you except for gross negligence or willful misconduct. We will have no liability to you for the activities of an Interim Manager unless we are grossly negligent in appointing the Interim Manager.

9. FRANCHISEE AS ENTITY. If you are an Entity, you represent that Part A of ATTACHMENT "B" includes a complete and accurate list of all of your Owners. Upon our request, you must provide us with a resolution of the Entity authorizing the execution of this Agreement, a copy of the Entity's organizational documents and a current Certificate of Good Standing (or the functional equivalent thereof). You represent that the Entity is duly formed and validly existing under the laws of the state of its formation or incorporation.

10. FRANCHISE OWNER AGREEMENT. If you are an Entity, all Owners (whether direct or indirect) and their spouses must sign a Franchise Owner Agreement, the current form of which is attached as ATTACHMENT "C".

11. ADVERTISING & MARKETING.

11.1. Brand and System Development Fund.

(a) Administration. We have established and maintain a brand and system development fund to promote public awareness of our brand and to improve our System. We may use the fund to pay for any of the following in our sole discretion: (i) developing maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs; (ii) public awareness of any of the Marks; (iii) public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and services; (vi) website development and search engine optimization; (vii) development and implementation of quality control programs; (viii) conducting market research; (ix) changes and improvements to the System; (x) costs and expenses incurred for regional or national franchise conferences; (xi) the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xii) collecting and account for contributions to the fund; (xiii) preparing and distributing financial accountings of the fund; (xiv) any other programs or activities that we deem necessary or appropriate to promote or improve the System; and (xv) our and our affiliates' expenses associated with direct or indirect labor, administrative, overhead or other expenses incurred in relation to any of these activities We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location and all other matters pertaining to any of the foregoing activities. Any surplus of monies in the fund may be invested and we may lend money to the fund if there is a deficit. The fund is not a trust and we have no fiduciary obligations to you with respect to our administration of the fund. A financial accounting of the operations of the fund, including deposits into and disbursements from the marketing fund, will be prepared annually and made available to you upon request. In terms of marketing activities paid for by the fund, we do not ensure that these expenditures in or affecting any geographic area are proportionate or equivalent to the fund contributions by franchisees operating in that geographic area or that any franchisee benefits directly or in proportion to their fund contributions. We reserve the right to terminate the brand and system development fund at any time upon 30 days prior notice, in which case we will utilize any remaining contributions for the authorized purposes described above.

(b) Contributions. On each royalty payment due date, you must pay us a brand and system development fund fee in the amount that we specify (not to exceed 3% of your Gross Revenues). We will deposit into the fund all fund contributions paid by you and other franchisees. Any fines that we collect from franchisees due to their failure to operate in compliance with our standards will be deposited in the fund.

11.2. Marketing Assistance From Us. We will provide you with an initial recommended marketing plan for your Business. The marketing plan may be included in the Manual. We may create and make available to you advertising and other marketing materials for your purchase. We may use the brand and system development fund to pay for the creation and distribution of these materials, in which case there will be no additional charge. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing costs). Alternatively, we may enter into relationships with third party suppliers who will create the advertising or marketing materials for your purchase. We will provide reasonable marketing consulting, guidance and support throughout the Term on an as-needed basis.

11.3. Your Marketing Activities.

(a) Generally~~.~~. Beginning at least one (1) month prior to your anticipated opening date, you must spend a minimum of $1,500 per month on lead generation services and $500 per month on Google My Business (GMB) services. You may discontinue paying for lead generation services once your weekly M3Linked Forum has an average of at least 35 participants, including a minimum of 15 guests, for a continuous four (4) week period. The minimum required expenditure for lead generation services will resume if you fail to meet this minimum requirement during any subsequent four (4) week period. Although you are encouraged to engage in local advertising, you are not required to spend any minimum amount on local advertising to promote your Business~~.~~ other than the minimum required expenditures for lead generation and GMB services. However, you agree to participate at your own expense in all advertising, promotional and marketing programs that we require.

(b) Standards for Advertising. All advertisements and promotions that you create or use must be completely factual and conform to the highest standards of ethical advertising and comply with all federal, state and local laws. You must ensure that your advertisements and promotional materials do not infringe upon the intellectual property rights of others. All of your advertising must be primarily directed within your Territory. You may not directly solicit members from any M3Linked community that is not owned and operated by you. You agree to comply with any extra-territorial marketing policy that we establish from time to time. You must follow all policies and procedures that we specify from time to time regarding your ability to solicit and recruit members that attend virtual meetings. We may impose special restrictions on your ability to solicit and recruit members outside of your Territory that exclusively attend virtual meetings. We may also set minimum advertised pricing policies, in which case you may not engage in any advertising or marketing that offers pricing less than the minimum advertised pricing we establish from time to time. With respect to any M3Linked community operated by us or our affiliate, we or our affiliate, as applicable, shall comply with the same extra-territorial marketing policy and/or minimum advertised pricing policies that we impose on our franchisees.

(c) Approval of Advertising. Before you use them, we must approve all advertising and promotional materials that we did not prepare or previously approve (including materials that we prepared or approved and you modify). We will be deemed to have disapproved the materials if we fail to issue our approval within three (3) business days after receipt. You may not use any advertising or promotional materials that we have disapproved (including materials that we previously approved and later disapprove).

(d) Internet and Websites. You may market your Business through approved social media channels in accordance with our social media policy. Our social media policy and related requirements may be set forth in the Manual. You may only use the social media domain names that we provide to you. We may require that you utilize our designated supplier for social media marketing services. At this time, we do not allow our franchisees to maintain their own websites (other than the localized webpage that is linked to our site) or market their M3Linked communities on the Internet (other than through approved social media outlets and our designated virtual technology platform). Accordingly, you may not maintain a website, conduct e-commerce, or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with your Business. If we change our policy at a later date to allow franchisees to maintain their own websites or market on the Internet, you may do so only if you comply with all of the website and Internet requirements that we specify. In that case, we may require that you sign an amendment to this Agreement that will govern your ability to maintain a website and/or market on the Internet.

11.4. Sponsorships. You shall enter into sponsorships with members of the business community to support your Community. We may provide a template sponsorship agreement in the Manual but you are responsible for having the template customized by your attorney for your use. Prior to entering into a sponsorship, we must approve the proposed sponsor in our commercially reasonable discretion. You acknowledge that any revenues derived from sponsorships shall be included in Gross Revenues. ~~Sponsorship revenues may be paid to you directly by the sponsor and must be reported to us monthly.~~All sponsorship revenues must be paid by the sponsor directly to us in accordance with Section 6.4. We will deduct certain of our fees and remit the balance of the sponsorship revenues to you in accordance with Section 6.4. You are prohibited from directly collecting any sponsorship revenues from a sponsor. Prior to your execution of any sponsorship agreement, we must review the financial terms of the sponsorship agreement solely for purposes of ensuring that revenues are being properly reported~~.~~ and paid to us. You must promptly notify us of all amendments to sponsorship agreements.

12. OPERATING STANDARDS.

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

12.2. Brand Standards Manual. You agree to establish and operate your Business in accordance with the Manual. The Manual may contain, among other things: (i) a description of the authorized goods and services that you may offer at your Business; (ii) mandatory and suggested specifications, operating procedures, and quality standards for products, services and procedures that we prescribe from time to time for M3Linked franchisees; (iii) mandatory reporting and insurance requirements; (iv) mandatory requirements for the venues from which you will conduct events; (v) policies and procedures pertaining to any membership program that we establish; and (vi) a written list of goods and services (or specifications for goods and services) you must purchase for the development and operation of your Business and a list of any designated or approved suppliers for these goods or services. The Manual is designed to establish and protect our brand standards and the uniformity and quality of the goods and services offered by our franchisees. We can modify the Manual at any time. The modifications will become binding 30 days after we send you notice of the modification. All mandatory provisions contained in the Manual (whether they are included now or in the future) are binding on you.

12.3. Authorized Goods and Services. You agree to offer all goods and services that we require from time to time in our commercially reasonable discretion. You may not offer any other goods or services at your Business without our prior written permission. You may not use your Business or permit your Business to be used for any purpose other than offering the goods and services that we authorize. We may, without obligation to do so, add, modify or delete authorized goods and services, and you must do the same upon notice from us. Our addition, modification or deletion of one or more goods or services shall not constitute a termination of the franchise or this Agreement. We will provide you with our suggested pricing for your consideration. To the extent permitted by applicable law, we may set maximum or minimum prices on the goods and services you offer~~.~~ (including membership fees). You may not charge members, or otherwise collect, any fees or other compensation that is not authorized by us in advance (for example, charging brokerage fees or finders' fees for introducing members or facilitating deals). You may not hold any M3Linked events outside of your Territory unless you obtain our prior written consent and you comply with all conditions that we specify. You will have the right to conduct both in-person meetings as well as virtual meetings using the virtual platform technology that we designate. You must follow all policies and procedures that we specify from time to time regarding your use of the virtual technology platform and your ability to solicit and recruit members that attend virtual meetings. We reserve the right to terminate your ability to conduct virtual meetings at any time in our sole discretion. Without our prior written consent, you may hold no more than two (2) M3Forum™ events per week for any given M3Linked community. You may not begin your second (2nd) M3Forum™ prior to meeting any requirements set forth in the Manual (for example, a requirement that your first (1st) M3Forum™ have a specified minimum number of participants per week for a minimum period of time before you may open your second (2nd) M3Forum™).

12.4. Suppliers and Purchasing. You agree to purchase or lease all products, supplies, equipment, services and other items specified in the Manual from time to time. If required by the Manual, you agree to purchase certain goods and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliate). You acknowledge that our right to specify the suppliers that you may use is necessary and desirable so that we can control the uniformity and quality of goods and services used, sold or distributed in connection with the development and ongoing operation of M3Linked communities, maintain the confidentiality of our trade secrets, obtain discounted prices for our franchisees if we choose to do so, and protect the reputation and goodwill associated with the System and the Marks. If we receive rebates or other financial consideration from these suppliers based upon franchisee purchases, we have no obligation to pass these amounts on to you or to use them for your benefit. If you want us to approve a supplier that you propose, you must send us a written notice specifying the supplier's name and qualifications and provide any additional information that we request. We will approve or reject your request within 30 days after we receive your notice and all additional information (and samples) that we require. We shall be deemed to have rejected your request if we fail to issue our approval within the 30-day period.

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

12.6. Technology Systems.

(a) Generally. You must acquire and utilize all information and communication technology systems that we specify from time to time, including, without limitation, computer systems, webcam systems, telecommunications systems, security systems, music systems and similar systems, together with the associated hardware, software (including cloud-based software) and related equipment, software applications, mobile apps, and third-party services relating to the establishment, use, maintenance, monitoring, security or improvement of these systems (collectively referred to as the "Technology Systems"). The Technology Systems may relate to matters such as purchasing, pricing, accounting, order entry, inventory control, security, information storage, retrieval and transmission, customer information, customer loyalty, marketing, communications, copying, printing and scanning, or any other business purpose that we deem appropriate. We may require that you, at your expense, acquire new or substitute Technology Systems, and/or replace, upgrade or update existing Technology Systems, upon reasonable prior notice.

(b) Use and Access. You must utilize your Technology Systems in accordance with the Manual. You may not load or permit any unauthorized programs or games on your Technology Systems. You must ensure that your employees are adequately trained in the use of the Technology Systems. You agree to take all steps necessary to enable us to have independent and unlimited access to the operational data collected through your Technology Systems, including information regarding your Gross Revenues for purposes of calculating fees owed. Upon our request, you agree to provide us with the user IDs and passwords for your Technology Systems, including upon termination or expiration of this Agreement.

(c) Disruptions. You are solely responsible for protecting against computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. ~~Upon our request, you~~You must obtain and maintain cyber insurance and business interruption insurance for technology disruptions.

(d) Fees and Costs. You are responsible for all fees, costs and expenses associated with acquiring, licensing, utilizing, updating and upgrading the Technology Systems. Certain components of the Technology Systems must be purchased or licensed from third party suppliers. We and/or our affiliate may develop proprietary software, technology or other components of the Technology Systems that will become part of our System. If this occurs: (i) you agree to pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees; and (ii) upon our request, you agree to enter into a license agreement with us (or our affiliate) in a form that we prescribe governing your use of the proprietary software, technology or other component of the Technology Systems. We also reserve the right to enter into master agreements with third-party suppliers relating to any components of the Technology Systems and then charge you for all amounts that we must pay to these suppliers based upon your use of the software, technology, equipment, or services provided by the suppliers~~.~~ plus an administrative fee for our services. The "technology fee" includes all amounts that you must pay us or our affiliates relating to the Technology Systems, including amounts paid for proprietary items and amounts that we collect from you and remit to third-party suppliers based on your use of their systems, software, technology or services. The amount of the technology fee may change based upon changes to the Technology Systems or the prices charged by third-party suppliers with whom we enter into master agreements. The technology fee does not include any amounts that you directly pay to third party suppliers for any component of the Technology Systems. As of the Effective Date, we charge a monthly technology fee of:

i. $60 per month for the virtual platform technology;

ii. $128 per month per user license for the LinkedIn Sales Navigator Enterprise platform (we anticipate most franchisees will need 2 user licenses);

iii. $135 per month per user license for Salesforce (we anticipate most franchisees will need 2 user licenses);

iv. $100 per month for the membership software;

v. $12 per month for each M3Linked email address that we provide to you (we anticipate most franchisees will need between 2 and 3 M3Linked email addresses);

vi. $1.54 per month for each social media domain name we license to you (we anticipate most franchisees will license between 2 and 4 social media domain names); and

vii. $100 per month for hosting and updating your local landing page.

The technology fee is due 10 days after invoicing (or as otherwise specified by us from time to time~~. As of the Effective Date, we charge a technology fee of $100 per month, which is due 10 days after invoicing~~) unless we choose to deduct the technology fee from the revenues we collect from your members pursuant to Section 6.4 before remitting the balance to you.

12.7. Hours of Operation. We do not specify the minimum hours of operations for your Business. However, you are required to hold the minimum number of ~~ROUNDtable, GRANDtable~~M3Forum™, M3Symposium™ and other M3Linked events and experiences that we specify. These minimum requirements may be specified in the Manual and may be adjusted by us from time to time in our commercially reasonable discretion.

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

12.9. Quality Assurance Programs. At any time, we reserve the right to engage the services of one or more "mystery shoppers" or quality assurance inspection firms who will inspect M3Linked events for quality control purposes. You agree to fully cooperate with any such inspection. If we implement such a program, you may be invoiced directly by the mystery shopper or quality assurance firm for the services rendered. Alternatively, we may be invoiced by the mystery shopper or quality assurance firm, in which you must pay your proportional share of the total fee based on the number of open M3Linked communities owned by you as compared to the total number of all open M3Linked communities at the time of the program (including company and affiliate-owned M3Linked communities). You agree to pay us this fee within 10 days after invoicing.

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

13. MINIMUM PERFORMANCE REQUIREMENTS. You are required to generate the following minimum Gross Revenues: (i) $50,000 during your first year of operation; (ii) $100,000 during your second year of operation; and (iii) $150,000 during each subsequent year of operation. Your failure to comply with this requirement constitutes an event of default under this Agreement, in which case we have the right to terminate this Agreement.

14. FRANCHISE ADVISORY COUNCIL. We may, but need not, create a franchise advisory council to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. We will consider all suggestions from the advisory council in good faith, but we are not bound by any such suggestions. The advisory council will be established and operated according to rules and regulations we periodically approve, including procedures governing the selection of representatives of the advisory council who will communicate with us on matters raised by the advisory council. You will have the right to be a member of the advisory council as long as you are not in default under this Agreement and you do not act in a disruptive, abusive or counter-productive manner, as determined by us in our discretion. As a member, you will be entitled to all voting rights and privileges granted to other members of the council. Each member will be granted one vote on all matters on which members are authorized to vote. The advisory council will also have the responsibility and authority to resolve disputes between franchisees involving members or guests originated by one franchisee that join or switch to a community operated by a different franchisee. If you are involved in such a dispute, you must follow the dispute resolution procedures established by the advisory council and you must abide by their decision (which will then serve as precedent for future disputes that are similar in nature).

15. FEES

15.1. Initial Franchise Fee. You agree to pay us a $~~75~~70,000 initial franchise fee in one lump sum at the time you sign this Agreement (or, if applicable, any discounted initial franchise fee specified in an area development agreement signed by you and us). If you are an honorably discharged veteran of the armed forces of the United State, you will receive a 10% discount on the initial franchise fee for your first franchised unit only. The initial franchise fee is fully earned by us and non-refundable once this Agreement has been signed.

15.2. Royalty Fee. On the 10th and 25th day of each month, you agree to pay us a royalty fee equal to 20% of your Gross Revenues generated during the prior reporting period. Currently, we utilize reporting periods that run from (1) the 1st through the close of business on the 15th day of each month; and (2) the 16th through the close of business on the last day of each month. We may deduct your royalty fee from the revenues we collect from your members.

15.3. Other Fees and Payments. You agree to pay all other fees, expense reimbursements and other amounts specified in this Agreement in a timely manner as if fully set forth in this Section 15. We may deduct any fees that we specify from the revenues that we collect from your members. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based upon goods or services that you sell or based upon goods or services that we furnish to you (other than income taxes that we pay based on amounts that you pay us under this Agreement).

15.4. Late Fee. If any sums due under this Agreement have not been received by us when due (or there are insufficient funds in your Account to cover any sums owed to us when due) then, in addition to those sums, you must pay us interest on the amounts past due at the rate equal to the lesser of 18% per annum (pro-rated on a daily basis), or the highest rate permitted by your State's law. If no due date has been specified by us, then interest begins to run 10 days after we bill you. We will not impose a late fee for any amounts paid pursuant to Section 15.5 if, but only to the extent that, sufficient funds were available in your Account to be applied towards the payments at the time the payments became due and payable. However, we may impose a late fee for any amounts that we are unable to reasonably determine due to your failure to furnish us with a report required by Section 17.3 within the required period of time or record sales in a timely manner, in which case we may assess a late fee on the entire amount that was due and payable. You acknowledge that this Section 15.4 shall not constitute our agreement to accept the late payments after same are due, or a commitment by us to extend credit to or otherwise finance the operation of your Business.

15.5. Method of Payment. You must complete and send us an ACH Authorization Form allowing us to electronically debit a banking account that you designate (your "Account") for: (i) all fees payable to us pursuant to this Agreement (other than the initial franchise fee and any fees that we deduct the revenues we collect from your members); and (ii) any amounts that you owe to us or any of our affiliates for the purchase of goods or services. We will debit your Account for these payments on or after the due date. Our current form of ACH Authorization Form is attached to this Agreement as ATTACHMENT "D". You must sign and deliver to us any other documents that we or your bank may require to authorize us to debit your Account for these amounts. You must deposit into the Account all revenues that you generate from the operation of your Business. You must make sufficient funds available for withdrawal by electronic transfer before each due date. If there are insufficient funds in your Account to cover all amounts that you owe, any excess amounts that you owe will be payable upon demand, together with any late charge imposed pursuant to Section 15.4.

15.6. Application of Payments. We have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we feel appropriate.

16. BRAND PROTECTION COVENANTS.

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

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

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

16.4. Unfair Competition After Term. During the Post-Term Restricted Period, you and your Owners agree not to engage in any Prohibited Activities. Notwithstanding the foregoing, you and your Owners may have an interest in a Competitive Business during the Post-Term Restricted Period as long as the

Competitive Business is not located within, and does not provide competitive goods or services to members who are located within, the Territory. If you or an Owner engages in a Prohibited Activity during the Post-Term Restricted Period (other than having an interest in a Competitive Business that is permitted under this Section), then the Post-Term Restricted Period applicable to you or the non-compliant Owner, as applicable, shall be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity.

16.5. Immediate Family Members. The Owners acknowledge that they could circumvent the purpose of Section 16 by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). The Owners also acknowledge that it would be difficult for us to prove whether the Owners disclosed the Know-how to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 16 if any member of his or her immediate family engages in any Prohibited Activities during the Term or Post-Term Restricted Period or uses or discloses the Know-how. However, the Owner may rebut this presumption by furnishing evidence conclusively showing that the Owner did not disclose the Know-how to the family member.

16.6. Employees and Others Associated with You. You must ensure that all of your employees, officers, directors, partners, members, independent contractors and other persons associated with you or your Business who may have access to our Know-how sign and send us a Brand Protection Agreement before having access to our Know-how. You must use your best efforts to ensure that these individuals comply with the terms of the Brand Protection Agreements and you must immediately notify us of any breach that comes to your attention. You agree to reimburse us for all reasonable expenses that we incur in enforcing a Brand Protection Agreement, including reasonable attorneys' fees and court costs.

16.7. Covenants Reasonable. You and the Owners acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; (ii) our use and enforcement of covenants similar to those described above with respect to other M3Linked franchisees benefits you and the Owners in that it prevents others from unfairly competing with your Business; and (iii) you and the Owners have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU AND THE OWNERS HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS SECTION 16 AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

16.8. Breach of Covenants. You and the Owners agree that failure to comply with the terms of this Section 16 will cause substantial and irreparable damage to us and/or other M3Linked franchisees for which there is no adequate remedy at law. Therefore, you and the Owners agree that any violation of the terms of this Section 16 will entitle us to injunctive relief. We may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you or an Owner may have against us, regardless of cause or origin, cannot be used as a defense against our enforcement of this Section 16.

17. YOUR OTHER RESPONSIBILITIES

17.1. Insurance. For your protection and ours, you agree to maintain the following insurance policies: (i) comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of your Business (including employment practices coverage), containing minimum liability protection of $1,000,000 combined single limit per occurrence, and $2,000,000 in the aggregate; (ii) cyber insurance and business interruption insurance for technology disruptions containing minimum liability protection of $1,000,000 combined single limit per occurrence, and $2,000,000 in the aggregate; (iii) worker's compensation insurance and employer's liability insurance as required by law; and (~~iii~~iv) any other insurance that we specify in the Manual from time to time. You ~~agree to~~must provide us with ~~proof of coverage~~a copy of the certificate or other evidence of the required insurance prior to opening~~, within 10 days of any~~. You must also provide us with a copy of the certificate or other evidence of the renewal ~~of a policy,~~or extension of the required insurance on each anniversary of the opening date of your Business and at any other time upon demand. You agree to obtain these insurance policies from insurance carriers that are rated A-:VII or better by Alfred M. Best & Company, Inc. and that are licensed and admitted in the state in which you operate your Business. All insurance policies must endorsed to: (i) name ~~us (and our members, officers, directors, and employees)~~M3Linked, LLC as an additional insured~~s~~; (ii) contain a waiver by the insurance carrier of all subrogation rights against us; and (iii) provide that we receive ~~10~~30 days prior written notice of the termination, expiration, reduction or cancellation ~~or modification~~ of the policy. Your insurance policies must also comply with all applicable requirements set forth in the Manual. If any of your policies fail to meet ~~this~~any of our criteria, then we may disapprove the policy and you must immediately find additional coverage with an alternative carrier satisfactory to us. Upon 10 days' notice to you, we may increase the minimum protection requirement as of the renewal date of any policy, and require different or additional types of insurance at any time~~, including excess liability (umbrella) insurance,~~ to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards or other relevant changes in circumstances. If you fail to maintain any required insurance coverage, we have the right to obtain the coverage on your behalf (which right shall be at our option and in addition to our other rights and remedies in this Agreement), and you must promptly sign all applications and other forms and instruments required to obtain the insurance and pay to us, within 10 days after invoicing, all costs and premiums that we incur.

17.2. Books and Records. You agree to prepare and maintain for at least five (5) years after their preparation, complete and accurate books, records, accounts and tax returns pertaining to your Business. You must maintain, and upon our request furnish to us by ~~e-mail~~email, mail or facsimile, a written list of all of your members. All of your members must register through our centralized website prior to attending any events except as a guest. You must send us copies of your books and records within seven (7) days of our request.

17.3. Reports. Upon our request, you must prepare and provide to us statements of your Gross Revenues and expenses for the prior reporting period on the 10th day and 25th day of each month. You also agree to prepare all other reports that we require in the form and manner that we require. You agree to send us a copy of any report required by this Section upon request. Through your membership software, you will have access to reports regarding the funds that we collect from your members.

17.4. Financial Statements. Within 90 days after the end of each calendar year, you must prepare a balance sheet for your Business (as of the end of the calendar year) and an annual statement of profit and loss and source and application of funds. All financial statements must be: (i) verified and signed by you certifying to us that the information is true, complete, and accurate; (ii) prepared on an accrual basis in compliance with Generally Accepted Accounting Principles; and (iii) submitted in any format that we reasonably require. We have the right to require that your financial statements be audited by a certified public accountant if you submit to us materially inaccurate financial statements on another occasion. You agree to send us a copy of any financial statement required by this Section upon request. You authorize us to disclose the financial statements, reports, and operating data to prospective franchisees, regulatory agencies and others at our discretion, provided the disclosure is not prohibited by applicable law.

17.5. Legal Compliance. You must secure and maintain in force all required licenses, permits and regulatory approvals for the operation of your Business and operate and manage your Business in full compliance with all applicable laws, ordinances, rules and regulations. You must notify us in writing within two (2) business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Business or your financial condition. You must immediately deliver to us a copy of any inspection report, warning, certificate or rating by any governmental agency involving any health or safety law, rule or regulation that reflects your failure to fully comply with the law, rule or regulation.

18. INSPECTION AND AUDIT

18.1. Inspections. To ensure compliance with this Agreement, we or our representatives will have the right to attend your events, evaluate your operations and inspect or examine your books, records, accounts and tax returns. Our evaluation may include attending your events and contacting your members and employees. We may conduct our evaluation at any time and without prior notice. During the course of our inspections, we and our representatives will use reasonable efforts to minimize our interference with the operation of your Business, and you and your employees will cooperate and not interfere with our inspection. You consent to us accessing your computer system and retrieving any information that we deem appropriate in conducting the inspection.

18.2. Audit. We have the right, at any time, to have an independent audit made of your books and financial records. You agree to fully cooperate with us and any third parties that we hire to conduct the audit. If an audit reveals an understatement of your Gross Revenues or any amount that you owe us, you agree to immediately pay to us any additional fees that you owe us together with any late fee payable pursuant to Section 15.4. Any audit will be performed at our cost and expense unless the audit: (i) is necessitated by your failure to provide the information requested or to preserve records or file reports as required by this Agreement; or (ii) reveals an understatement of any amount due to us by at least three percent (3%), in which case you agree to reimburse us for the cost of the audit or inspection, including without limitation, reasonable accounting and attorneys' fees and travel and lodging expenses that we or our representatives incur. The audit cost reimbursements will be due 10 days after invoicing. We shall not be deemed to have waived our right to terminate this Agreement by accepting reimbursements of our audit costs.

19. INTELLECTUAL PROPERTY

19.1. Ownership and Use of Intellectual Property. You acknowledge that: (i) we and our affiliates are the sole and exclusive owners of the Intellectual Property and the goodwill associated with the Marks (except for any Marks for which we have acquired from the owner an exclusive license to use the Marks within the Territory); (ii) your right to use the Intellectual Property is derived solely from this Agreement; and (iii) your right to use the Intellectual Property is limited to a license granted by us to operate your Business during the Term pursuant to, and only in compliance with, this Agreement, the Manual, and all applicable standards, specifications and operating procedures that we prescribe from time to time. You may not use any of the Intellectual Property in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized by us. Any unauthorized use of the Intellectual Property constitutes an infringement of our rights. You agree to comply with all provisions of the Manual governing your use of the Intellectual Property. This Agreement does not confer to you any goodwill, title or interest in any of the Intellectual Property.

19.2. Changes to Intellectual Property. We have the right to modify the Intellectual Property at any time in our sole and absolute discretion, including by changing the Marks, the System, the Copyrights or the Know-how. If we modify or discontinue use of any of the Intellectual Property, then you must comply with any such instructions from us within 30 days at your expense. We will not be liable to you for any expenses, losses or damages that you incur (including the loss of any goodwill associated with a Mark) because of any addition, modification, substitution or discontinuation of the Intellectual Property.

19.3. Use of Marks. You agree to use the Marks as the sole identification of your Business; provided, however that you must identify yourself as the independent owner of your Business in the manner that we prescribe. You may not use any Marks in any modified form or as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you by this Agreement). You agree to: (i) prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms that we designate and in the manner that we prescribe to give notice of trade and service mark registrations and copyrights; and (ii) obtain any fictitious or assumed name registrations required under applicable law. You may not use the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation or in any manner that is likely to confuse or result in liability to us for any indebtedness or obligation of yours.

19.4. Use of Know-how. We will disclose the Know-how to you in the initial training program, the Manual, and in other guidance furnished to you during the Term. You agree that you will not acquire any interest in the Know-how other than the right to utilize it in strict accordance with the terms of this Agreement in the development and operation of your Business. You acknowledge that the Know-how is proprietary and is disclosed to you solely for use in the development and operation of your Business during the Term. You acknowledge and agree that all members attending M3Linked events are our members. As such, we will own the member account and data and the member list. You will have the right to utilize the member account and data and member list for purposes of operating your Business during the Term. All member data is deemed part of our Know-How.

19.5. Improvements. If you conceive of or develop any improvements or additions to the marketing, method of operation or the services or products offered by an M3Linked business (collectively, "Improvements"), you agree to promptly and fully disclose the Improvements to us without disclosing the Improvements to others. You must obtain our approval prior to using any such Improvements. Any Improvement that we approve may be used by us and any third parties that we authorize to operate an M3Linked franchise, without any obligation to pay you royalties or other fees. You must assign to us or our designee, without charge, all rights to any such Improvement, including the right to grant sublicenses. In return, we will authorize you to use any Improvements that we or other franchisees develop that we authorize for general use in connection with the operation of an M3Linked business.

19.6. Notification of Infringements and Claims. You must immediately notify us of any: (i) apparent infringement of any of the Intellectual Property; (ii) challenge to your use of any of the Intellectual Property; or (iii) claim by any person of any rights in any of the Intellectual Property. You may not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate. We have the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation, Patent and Trademark Office proceeding or other proceeding, or to otherwise protect and maintain our interest in the Intellectual Property.

20. INDEMNITY. You agree to indemnify the Indemnified Parties and hold them harmless for, from and against any and all Losses and Expenses incurred by any of them as a result of or in connection with any of the following: (i) the marketing, use or operation of your Business or your performance and/or breach of any of your obligations under this Agreement; (ii) any Claim relating to taxes or penalties assessed by any governmental entity against us that are directly related to your failure to pay or perform functions required of you under this Agreement; (iii) any labor, employment or similar type of Claim pertaining to your employees, including claims alleging that we are a joint employer of your employees; (iv) any actions, investigations, rulings or proceedings conducted by any state or federal agency relating to your employees, including, without limitation, the United States Department of Labor, the Equal Employment Opportunity Commission and the National Labor Relations Board; and (v) any labor, employment or similar type of Claim pertaining to our relationship with you or your Owners, including claims alleging that we are a joint employer of you and/or any of your Owners. You and your Owners agree to give us notice of any action, suit, proceeding, claim, demand, inquiry or investigation described above. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any Claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such Claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such Claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such Claim, including court costs and reasonable attorneys' fees, within 10 days of the date of each invoice delivered by such Indemnified Party to you enumerating such costs, expenses and attorneys' fees.

21. TRANSFERS

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

21.2. By You. You understand that the rights and duties created by this Agreement are personal to you and the Owners and that we have granted the franchise in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of you and your Owners. Therefore, neither you nor any Owner may engage in any Transfer other than a Permitted Transfer without our prior written approval. Any Transfer (other than a Permitted Transfer) without our approval shall be void and constitute a breach of this Agreement. We will not unreasonably withhold our approval of any proposed Transfer, provided that the following conditions are all satisfied:

(i) the proposed transferee is, in our opinion, an individual of good moral character, who has sufficient business experience, aptitude and financial resources to own and operate an M3Linked business and otherwise meets all of our then applicable standards for franchisees;

(ii) you and your Owners are in full compliance with the terms of this Agreement and all other agreements with us or our affiliate;

(iii) all of the owners of the transferee have successfully completed, or made arrangements to attend, the initial training program (and the transferee has paid us the Training Fee for each new person who must attend training);

(iv) the transferee and its owners, to the extent necessary, have obtained all licenses and permits required by applicable law in order to own and operate the Business;

(v) the transferee and its owners sign our then-current form of franchise agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except that: (a) the Term and renewal term(s) shall be the Term and renewal term(s) remaining under this Agreement; and (b) the transferee need not pay a separate initial franchise fee;

(vi) you or the transferee pay us a transfer fee equal to 15% of our then-current initial franchise fee to defray expenses that we incur in connection with the Transfer;

(vii) you and your Owners sign a General Release for all claims arising before or contemporaneously with the Transfer;

(viii) you enter into an agreement with us to subordinate the transferee's obligations to you to the transferee's financial obligations owed to us pursuant to the franchise agreement;

(ix) we do not elect to exercise our right of first refusal described in Section 21.5; and

(x) you or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

Our consent to a Transfer shall not constitute a waiver of any claims we may have against the transferor, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the franchise by the transferee.

21.3. Permitted Transfers. You may engage in a Permitted Transfer without our prior approval, but you must give us at least 10 days prior written notice. You and the Owners (and the transferee) agree to sign all documents that we reasonably request to effectuate and document the Permitted Transfer.

21.4. Death or Disability of an Owner. Upon the death or permanent disability of an Owner, the Owner's ownership interest in you or the franchise, as applicable, must be assigned to another Owner or to a third party approved by us within 180 days. Any assignment to a third party will be subject to all of the terms and conditions of Section 21.2 unless the assignment qualifies as a Permitted Transfer. For purposes of this Section, an Owner is deemed to have a "permanent disability" only if the person has a medical or mental problem that prevents the person from substantially complying with his or her obligations under this Agreement or otherwise operating the Business in the manner required by this Agreement and the Manual for a continuous period of at least three (3) months.

21.5. Our Right of First Refusal. If you or an Owner desires to engage in a Transfer, you or the Owner, as applicable, must obtain a bona fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have seven (7) days after receipt of the offer to decide whether we will purchase the interest in your Business or the ownership interest in you for the same price and upon the same terms contained in the offer (however, we may substitute cash for any form of payment proposed in the offer). If we notify you that we intend to purchase the interest within the seven-day period, you or the Owner, as applicable, must sell the interest to us. We will have at least an additional 30 days to prepare for closing. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of Section 21.2 (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or there is a material change in the terms of the sale, we will again have the right of first refusal specified in this Section. Our right of first refusal in this Section shall not apply to any Permitted Transfer.

22. TERMINATION

22.1. By You. You may terminate this Agreement if we materially breach this Agreement and fail to cure the breach within 90 days after you send us a written notice specifying the nature of the breach. If you terminate this Agreement, you must still comply with your post-termination obligations described in Section 23 and all other obligations that survive the expiration or termination of this Agreement.

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

(i) if the ~~Community Director~~Managing Owner fails to satisfactorily complete the initial training program in the manner required by Section 5.1;

(ii) if you fail to open your Business within the time period required by Section 7.2;

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

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

(v) if you abandon or fail to operate your Business for three (3) consecutive business days, unless the failure is due to an event of force majeure or another reason that we approve;

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

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

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

(ix) if you or an Owner make any material misrepresentation to us, whether occurring before or after being granted the franchise;

(x) if you fail to pay any amount owed to us or an affiliate of ours within ten (10) days after receipt of a demand for payment;

(xi) if you underreport any amount owed to us by at least three percent (3%), after having already committed a similar breach that had been cured in accordance with Section 22.3;

(xii) if you make an unauthorized Transfer;

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

(xiv) if you breach any of the brand protection covenants described in Section 16;

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

(xvi) if you fail to meet the minimum performance requirements described in Section 13; or

(xvii) if we terminate any other agreement between you and us or if any affiliate of ours terminates any agreement between you and the affiliate because of your default (other than an area development agreement).

22.3. Additional Conditions of Termination. In addition to our termination rights in Section 22.2, we may, in our sole discretion, terminate this Agreement upon 30 days' written notice if you or an Owner fail to comply with any other provision of this Agreement (including any mandatory provision in the Manual) or any other agreement with us, unless such default is cured, as determined by us in our sole discretion, within such 30-day notice period. If we deliver a notice of default to you pursuant to this Section 22.3, we may suspend performance of any of our obligations under this Agreement until you fully cure the breach.

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

23. POST-TERM OBLIGATIONS.

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

(i) immediately cease to use the Intellectual Property;

(ii) pay us all amounts that you owe us;

(iii) comply with all covenants described in Section 16 that apply after the expiration, termination or Transfer of this Agreement or the disposal of an ownership interest by an Owner;

(iv) return all copies of the Manual, or any portions thereof, as well as all signs, sign faces, brochures, advertising and promotional materials, forms, and any other materials bearing or containing any of the Marks, Copyrights or other identification relating to an M3Linked business, unless we allow you to transfer such items to an approved transferee;

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

(vi) provide us with a list of all of your current, former and prospective members;

(vii) assign all member contracts and account information to us (unless we allow you to transfer those contracts and information to an approved transferee);

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

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

24. DISPUTE RESOLUTION. The parties agree to submit any claim, dispute or disagreement, including any matter pertaining to the validity, enforcement or interpretation of this Agreement or issues relating to the offer and sale of the franchise or the relationship between the parties (a "Dispute") to mediation before a mutually-agreeable mediator prior to litigation, unless the Dispute involves an alleged breach of Section 16 or Section 19. Any mediation shall take place in Maricopa County, Arizona unless you and we mutually agree to an alternative venue. The costs of mediation will be split evenly between you and us. If the Dispute is not successfully resolved by mediation within 30 days after either party makes a demand for mediation or the Dispute involves an alleged breach of Section 16 or Section 19, either party may file a lawsuit in any state or federal court of general jurisdiction in Maricopa County, Arizona and we and you irrevocably submit to the jurisdiction of such courts and waive any objection either of us may have to either the jurisdiction or venue of such courts. If we or you must enforce this Agreement in a judicial proceeding, the substantially prevailing party will be entitled to reimbursement of its costs and expenses, including actual accounting fees, actual legal fees, expert fees and taxable and non-taxable costs. In addition, if you breach any term of this Agreement or any other agreement with us or an affiliate of ours, you agree to reimburse us for all reasonable legal fees and other expenses we incur relating to such breach, regardless of whether the breach is cured prior to the commencement of any dispute resolution proceedings. **UNLESS PROHIBITED BY APPLICABLE LAW, ANY DISPUTE (OTHER THAN FOR PAYMENT OF MONIES OWED OR A VIOLATION OF SECTION 16 OR SECTION 19) MUST BE BROUGHT BY FILING A WRITTEN DEMAND FOR MEDIATION WITHIN ONE (1) YEAR FOLLOWING THE CONDUCT, ACT OR OTHER EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM, OR THE RIGHT TO ANY REMEDY WILL BE DEEMED FOREVER WAIVED AND BARRED. WE AND YOU IRREVOCABLY WAIVE: (i) TRIAL BY JURY; AND (ii) THE RIGHT TO LITIGATE ON A CLASS ACTION BASIS, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES; AND (iii) ANY RIGHT WHICH WE OR YOU MAY HAVE TO CLAIM OR RECOVER ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES.**

25. YOUR REPRESENTATIONS. YOU HEREBY REPRESENT THAT: (i) YOU HAVE NOT RECEIVED OR RELIED UPON ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT, EXCEPT FOR ANY INFORMATION DISCLOSED IN THE FRANCHISE DISCLOSURE DOCUMENT; (ii) YOU HAVE NO KNOWLEDGE OF ANY REPRESENTATIONS BY US OR ANY OF OUR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR REPRESENTATIVES ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT; (iii) YOU RECEIVED (1) AN EXACT COPY OF THIS AGREEMENT AND ITS ATTACHMENTS AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT IS EXECUTED; AND (2) OUR FRANCHISE DISCLOSURE DOCUMENT AT THE EARLIER OF (A) TEN (10) BUSINESS DAYS BEFORE YOU SIGNED A BINDING AGREEMENT OR PAID ANY MONEY TO US OR OUR AFFILIATES OR (B) AT SUCH EARLIER TIME IN THE SALES PROCESS THAT YOU REQUESTED A COPY; (iv) YOU ARE AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISEES OF OURS MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT AND CONSEQUENTLY THAT OUR OBLIGATIONS AND RIGHTS WITH RESPECT TO OUR VARIOUS FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES; (v) YOU ARE AWARE OF THE FACT THAT WE MAY HAVE NEGOTIATED TERMS OR OFFERED CONCESSIONS TO OTHER FRANCHISEES AND WE HAVE NO OBLIGATION TO OFFER YOU THE SAME OR SIMILAR NEGOTIATED TERMS OR CONCESSIONS; AND (vi) YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND RECOGNIZE THAT IT INVOLVES BUSINESS RISKS, MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON YOUR OWN BUSINESS ABILITIES, EFFORTS AND JUDGMENTS, AND THE SERVICES OF YOU AND THOSE YOU EMPLOY.

26. GENERAL PROVISIONS

26.1. Governing Law. Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Agreement and the franchise relationship shall be governed by the laws of the State of Arizona (without reference to its principles of conflicts of law), but any law of the State of Arizona that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

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

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

26.4. Waivers. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall be without prejudice to any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the franchise before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms of this Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any mandatory specification, standard, or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other M3Linked franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Agreement.

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

26.6. Force Majeure. Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from any event of force majeure. Any delay resulting from an event of force majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances. Notwithstanding the foregoing, "force majeure" will not: (i) relieve you of any payment obligations under this Agreement; or (ii) excuse, or apply with respect to, any breaches resulting from an epidemic or pandemic of a contagious illness or disease or resulting from any economic or financial changes caused by such epidemic or pandemic, except to the extent you are required to cease operating pursuant to the mandate of a governmental authority with jurisdiction over your Business.

26.7. Binding Effect. This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement; provided, however, that the additional insureds listed in Section 17.1 and the Indemnified Parties are intended third party beneficiaries under this Agreement with respect to Section 17.1 and Section 20, respectively.

26.8. Integration. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT, EXCEPT AS PERMITTED BY SECTION 12.2 AND SECTION 26.3, BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Any ~~e-mail~~email correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The attachment(s) are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Agreement. As referenced above, all mandatory provisions of the Manual are part of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document.

26.9. Covenant of Good Faith. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or adversely your interests; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

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

26.11. Survival. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the franchise) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire, including, without limitation, Section 15, Section 16, Section 18, Section 20, Section 23, Section 24 and Section 26.

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

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

26.14. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

26.15. Notice. All notices given under this Agreement must be in writing, delivered by hand, email (to the last email address provided by the recipient) or first class mail, to the following addresses (which may be changed upon 10 business days prior written notice):

YOU:	As set forth in Part A of ATTACHMENT "B"
US:	~~Eliances~~M3Linked, LLC 255 E. Brown St., Suite 103 Birmingham, Michigan 48009
WITH A COPY TO:	Daniel Warshawsky Warshawsky Seltzer, PLLC 9943 East Bell Road Scottsdale, Arizona 85260

Notice shall be considered given at the time delivered by hand, or one (1) business day after sending by fax, email or comparable electronic system, or three (3) business days after placed in the mail, postage prepaid, by certified mail with a return receipt requested.

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

FRANCHISOR:

~~Eliances~~M3Linked, LLC, a Wyoming limited liability company

By:______________________________
Name:____________________________
Its:______________________________

YOU (If you are an entity):

________________________________,
a(n)_____________________________

By:______________________________
Name:____________________________
Its:______________________________

YOU (If you are not an entity):

____
Name:____________________________

____
Name: ___________________________

____
Name: ___________________________

____
Name: ___________________________

ATTACHMENT "A"

TO FRANCHISE AGREEMENT

DEFINITIONS

"Account" is defined in Section 15.5.

"Agencies" is defined in Section 23.1(viii).

"Agreement" is defined in the Introductory Paragraph.

"Brand Protection Agreement" means our form of Brand Protection Agreement, the most current form of which is attached to this Agreement as ATTACHMENT "E".

"Business" is defined in Section 2.

"Claim" or *"Claims"* means any and all claims, actions, demands, assessments, litigation, or other form of regulatory or adjudicatory procedures, claims, demands, assessments, investigations, or formal or informal inquiries.

~~*"Community Director*~~*"Managing Owner"* means the Owner that you designate and we approve who is primarily responsible for the daily management and supervision of the Business.

"Competitive Business" means any business that involves the operation of a private community where entrepreneurs and small business owners may support each other through referrals, ideas, mentoring and/or funding.

"Copyrights" means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow M3Linked franchisees to use, sell or display in connection with the marketing and/or operation of an M3Linked business, whether now in existence or created in the future.

"Dispute" is defined in Section 24.

"Effective Date" is defined in the Introductory Paragraph.

"Entity" means a corporation, partnership, limited liability company or other form of association.

"General Release" means our current form of general release of all claims against us and our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, in both their corporate and individual capacities.

"Gross Revenues" means all gross sums collected by you or us from all goods and services sold in connection with your Business, together with any other revenue or monies derived in connection with your Business, including, without limitation, membership fees, event attendance fees, sponsorships fees, revenues from the sale of merchandise and the proceeds of any business interruption insurance. Gross Revenues includes all forms of compensation, including, without limitation, cash, check, credit card, credit transactions and the fair market value of any barter and other non-cash property and services received as an alternative to cash payments. "Gross Revenues" does not include: (i) revenues that you or we collect from a member and later refund to that member; or (ii) any sales or use taxes that you or we pay to a government agency.

"Improvements" is defined in Section 19.5.

"Indemnified Party" or *"Indemnified Parties"* means us and each of our past, present and future owners, members, officers, directors, employees and agents, as well as our parent companies, subsidiaries and affiliates, and each of their past, present and future owners, members, officers, directors, employees and agents.

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

"Interim Manager" is defined in Section 8.4.

"Interim Term" is defined in Section 4.3.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, marketing and/or operation of an M3Linked community, including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual. Know-how also includes the names, contact information and other data collected on your members.

"Losses and Expenses" means all compensatory, exemplary, and punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against Claims; settlement amounts; judgments; compensation for damages to our reputation and goodwill; and all other costs, damages, liabilities and expenses associated with any of the foregoing losses and expenses or incurred by an Indemnified Party as a result of a Claim.

"Manual" is defined in Section 6.1.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an M3Linked community, including the "M3Linked" word mark and design mark~~, the "Eliances" word mark and design mark,~~ and any other trademarks, service marks or trade names that we designate for use in an M3Linked business.

"Owner" or *"Owners"* means any individual who owns a direct or indirect ownership interest in the franchise or the Entity that is the franchisee under this Agreement. "Owner" includes both passive and active owners.

"Permitted Transfer" means: (i) a Transfer from one Owner to another Owner who was an approved Owner prior to such Transfer; (ii) a Transfer to a newly established Entity for which the Owners collectively own and control 100% of the ownership interests and voting power; and/or (iii) a Transfer from an Owner to a spouse, parent, sibling, child or grandchild of such Owner. A Permitted Transfer does not include any Transfer that results in the ~~Community Director~~Managing Owner holding less than a 20% ownership interest in the franchise.

"Post-Term Restricted Period" means, with respect to you, a period of eighteen (18) months after the termination, expiration or Transfer of this Agreement; provided, however, that if a court of competent jurisdiction determines that the two-year Post-Term Restricted Period is too long to be enforceable, then the "Post-Term Restricted Period" means, with respect to you, a period of one (1) year after the termination, expiration or Transfer of this Agreement. "Post-Term Restricted Period" means, with respect to an Owner, a period of eighteen (18) months after the earlier to occur of (i) the termination, expiration or Transfer of this Agreement or (ii) the Owner's Transfer of his or her entire ownership interest in the franchise or the Entity that is the franchisee, as applicable; provided, however, that if a court of competent jurisdiction determines that the two-year Post-Term Restricted Period is too long to be enforceable, then the "Post-Term Restricted Period" means, with respect to an Owner, a period of one (1) year after the earlier to occur of (i) the termination, expiration or Transfer of this Agreement or (ii) the Owner's Transfer of his or her entire ownership interest in the franchise or the Entity that is the franchisee, as applicable.

"Prohibited Activities" is defined in Section 16.3.

"Successor Agreement" is defined in Section 4.1.

"System" means our distinct system for the development and operation of an M3Linked community, the distinctive characteristics of which include logo, concept, methodologies, confidential brand standards manual and operating system.

"Technology Systems" is defined in Section 12.6.

"Term" is defined in Section 4.1.

"Territory" is defined in Section 2.

"Transfer" means any direct or indirect, voluntary or involuntary (including by judicial award, order or decree), assignment, sale, conveyance, subdivision, sublicense or other transfer or disposition of the franchise (or any interest therein), the Business (or any portion thereof) or an ownership interest in an Entity that is the franchisee, including by merger or consolidation, by issuance of additional securities representing an ownership interest in

the Entity that is the franchisee, or by operation of law, will or a trust upon the death of an Owner (including the laws of intestate succession).

"We" or "us" is defined in the Introductory Paragraph.

"You" is defined in the Introductory Paragraph.

ATTACHMENT "B"

TO FRANCHISE AGREEMENT

DEAL TERMS

A. Franchisee Details.

Name of Franchisee: [____]

Is the franchisee one or more natural persons signing in their individual capacity? **Yes**: _____ **No**: _____

Type of Entity and State of Formation* (if applicable): [_______________________________________]

** If the franchisee is a business entity, each natural person holding a direct or indirect ownership interest in the business entity, and spouse of each such person, must sign the Franchise Owner Agreement concurrently with the execution of this Agreement.*

The following table includes the full name of each natural person holding a direct or indirect ownership interest in the franchise (or the franchisee business entity if applicable) along with a description of their ownership interest.

Owner's Name	% Ownership Interest	Direct or Indirect (if indirect, include description of nature of interest)

Notice Address: [____]

B. Territory.

The Territory referenced in the Franchise Agreement shall consist of the following geographic area (as further depicted on the map attached on the following page):

[____]

If there are any changes to the zip codes or other boundaries that define your Territory during the term of the Franchise Agreement or any renewal term, then, unless otherwise agreed to by you and us in writing, the boundaries of your Territory shall remain defined by the zip codes or other boundaries in effect as of the Effective Date and depicted on the map on the following page.

[Insert Territory map below, if applicable]

ATTACHMENT "C"

TO FRANCHISE AGREEMENT

FRANCHISE OWNER AGREEMENT

[See Attached]

FRANCHISE OWNER AGREEMENT

This Franchise Owner Agreement (this "Agreement") is entered into by: (i) each of the undersigned owners of Franchisee (defined below); and (ii) the spouse of each such owner, in favor of ~~Eliances~~M3Linked, LLC, a Wyoming limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement. Each signatory to this Agreement is referred to as "you".

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

"Competitive Business" means any business that involves the operation of a private community where entrepreneurs and small business owners may support each other through referrals, ideas, mentoring and/or funding.

"Copyrights" means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow M3Linked franchisees to use, sell or display in connection with the marketing and/or operation of an M3Linked business, whether now in existence or created in the future.

"Franchise Agreement" means the M3Linked Franchise Agreement executed by Franchisee with an effective date of ____________________, 202__.

"Franchised Business" means the M3Linked community operated by Franchisee pursuant to the Franchise Agreement.

"Franchisee" means _____________________.

"Improvements" means any additions, modifications or improvements to (i) the goods or services offered at an M3Linked community, (ii) the method of operation of an M3Linked community or (iii) any marketing or promotional ideas relating to an M3Linked community, whether developed by you, Franchisee or any other person.

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

"Know-how" means all of our trade secrets and other proprietary information relating to the development, marketing and/or operation of an M3Linked community, including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual. Know-how also includes the names, contact information and other data collected on Franchisee's members

"Manual" means our confidential brand standards manual for the operation of an M3Linked community.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an M3Linked community, including the "M3Linked" word mark and design mark~~, the "Eliances" word mark and design mark,~~ and any other trademarks, service marks or trade names that we designate for use in an M3Linked business.

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

"Restricted Period" means the eighteen (18) month period after the earliest to occur of the following: (i) the termination or expiration of the Franchise Agreement; (ii) the date on which Franchisee assigns the Franchise Agreement to another person with respect to whom neither you nor your spouse holds any direct or indirect ownership interest; or (iii) the date on which you cease to be an owner of Franchisee or your spouse ceases to be an owner of Franchisee, as applicable; provided however, that if a court of competent jurisdiction

determines that this period of time is too long to be enforceable, then the "Restricted Period" means the one (1) year period after the earliest to occur of the following: (i) the termination or expiration of the Franchise Agreement; (ii) the date on which Franchisee assigns the Franchise Agreement to another person with respect to whom neither you nor your spouse holds any direct or indirect ownership interest; or (iii) the date on which you cease to be an owner of Franchisee or your spouse ceases to be an owner of Franchisee, as applicable.

"System" means our distinct system for the development and operation of an M3Linked community, the distinctive characteristics of which include logo, concept, methodologies, confidential brand standards manual and operating system.

"Territory" means the geographic area that comprises the "territory" operated by Franchisee under the Franchise Agreement.

2. Background. In your capacity as an owner of Franchisee, or the spouse of an owner of Franchisee, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In addition, you understand that certain terms of the Franchise Agreement apply to "owners" and not just Franchisee. You agree to comply with the terms of this Agreement In order to: (i) avoid damaging our System by engaging in unfair competition; and (ii) bind yourself to the terms of the Franchise Agreement applicable to owners.

3. Brand Protection Covenants.

(a) Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the Franchised Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer an owner of Franchisee or your spouse is an owner of Franchisee, as applicable. You further agree that you will not use the Intellectual Property for any purpose other than the development and operation of the Franchised Business pursuant to the terms of the Franchise Agreement and Manual. You agree to assign to us or our designee, without charge, all rights to any Improvement developed by you, including the right to grant sublicenses. If applicable law precludes you from assigning ownership of any Improvement to us, then such Improvement shall be perpetually licensed by you to us free of charge, with full rights to use, commercialize, and sublicense the same.

(b) Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are an owner of Franchisee or while your spouse is an owner of Franchisee, as applicable, by engaging in any Prohibited Activities.

(c) Unfair Competition After Relationship. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to members who are located within the Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the prohibited activity (any such extension of time will not be construed as a waiver of your breach or otherwise impair any of our rights or remedies relating to your breach).

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

(e) Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.** Although you and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic area, we may at any time unilaterally modify the terms of the system protection covenants in Section 3 of this Agreement, upon written notice to you, by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Territory and/or reducing the scope of any other covenant imposed upon you under Section 3 of this Agreement to ensure that the terms and covenants are enforceable under applicable law

(f) Breach. You agree that failure to comply with the covenants in this Section 3 will cause substantial and irreparable damage to us and/or other M3Linked franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Section are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

4. Transfer Restrictions. If you are an owner of Franchisee, you acknowledge that we must approve all persons who hold a direct or indirect ownership interest in Franchisee. Accordingly, you agree that you will not, directly or indirectly or by operation of law, sell, assign, mortgage, pledge or in any manner transfer any direct or indirect ownership interest in Franchisee except in accordance with the terms and conditions set forth in Section 21.2 of the Franchise Agreement.

5. Financial Security. In order to secure Franchisee's financial obligations under the Franchise Agreement and all ancillary agreements executed by Franchisee in connection with the Franchise Agreement, including, but not limited to, any agreement for the purchase of goods or services from us or an affiliate of ours and any promissory note related to payments owed to us (collectively, the "Secured Agreements"), you, jointly and severally, personally and unconditionally: (a) guarantee to us and our successor and assigns, that Franchisee shall punctually fulfil all of its payment and other financial obligations under the Secured Agreement; and (b) agree to be personally bound by, and personally liable for, each and every monetary provision in the Secured Agreements. You waive: (1) acceptance and notice of acceptance by us of the foregoing undertakings; (2) notice of demand for payment of any indebtedness guaranteed; (3) protest and notice of default to any party with respect to the indebtedness guaranteed; (4) any right you may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness hereby guaranteed. You agree that: (1) your direct and immediate liability under this guaranty shall be joint and several with Franchisee and all other signatories to this Agreement; (2) you will render any payment required under the Secured Agreements upon demand if Franchisee fails or refuses punctually to do so; (3) your liability shall not be contingent or conditioned upon pursuit by us of any remedies against Franchisee or any other person; and (4) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guarantee, which shall be continuing and irrevocable during the term of each of the Secured Agreements and following the termination, expiration or transfer of each of the Secured Agreements to the extent any financial obligations under any such Secured Agreements survive such termination, expiration or transfer. This guaranty will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of one or more of the Secured Agreements by a trustee of Franchisee. Neither your obligation to make payment in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency.

6. Dispute Resolution. Any dispute between the parties relating to this Agreement shall be brought in accordance with the dispute resolution procedures set forth in the Franchise Agreement. Notwithstanding the foregoing, if any of the dispute resolution procedures set forth in the Franchise Agreement conflict with any of the terms of this Agreement, the terms of this Agreement shall prevail. **You acknowledge and agree that a breach of this Agreement by you shall constitute a material event of default under the Franchise Agreement, permitting us to terminate the Franchise Agreement in accordance with the terms thereof.**

7. Miscellaneous.

(a) If either party hires an attorney or files suit against the other party relating to or alleging a breach of this Agreement, the losing party agrees to pay the prevailing party's reasonable attorneys' fees and costs incurred in connection with such breach.

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

(c) Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

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

(e) You agree that we may deliver to you any notice or other communication contemplated by this Agreement in the same manner and to the same address listed in the notice provisions of the Franchise Agreement and any such delivery shall be deemed effective for purposes of this Agreement. You may change the address to which notices must be sent by sending us a written notice requesting such change, which notice shall be delivered in the manner and to the address listed in the Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date or dates set forth below.

OWNER / SPOUSE

By: ______________________________

Name: ____________________________

Date: _____________________________

OWNER / SPOUSE

By: ________________________________

Name: ______________________________

Date: _______________________________

OWNER / SPOUSE

By: ________________________________

Name: ______________________________

Date: _______________________________

OWNER / SPOUSE

By: ________________________________

Name: ______________________________

Date: _______________________________

ATTACHMENT "D"

TO FRANCHISE AGREEMENT

ACH AUTHORIZATION FORM

[See Attached]

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

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

Bank Account Information:

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

Authorization:

Franchisee hereby authorizes ~~Eliances~~M3Linked, LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature:_______________________________ Date:_______________________________

Name:_______________________________

Its:_______________________________

Federal Tax ID Number:_______________________________

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

ATTACHMENT "E"

TO FRANCHISE AGREEMENT

BRAND PROTECTION AGREEMENT

[See Attached]

BRAND PROTECTION AGREEMENT

This Brand Protection Agreement (this "Agreement") is entered into by the undersigned ("you") in favor of ~~Eliances~~M3Linked, LLC, a Wyoming limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement.

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

"Competitive Business" means any business that involves the operation of a private community where entrepreneurs and small business owners may support each other through referrals, ideas, mentoring and/or funding.

"Copyrights" means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow M3Linked franchisees to use, sell or display in connection with the marketing and/or operation of an M3Linked business, whether now in existence or created in the future.

"Franchisee" means the M3Linked franchisee for whom you are an officer, director, employee or independent contractor.

"Improvements" means any additions, modifications or improvements to (i) the goods or services offered at an M3Linked community, (ii) the method of operation of an M3Linked community or (iii) any marketing or promotional ideals relating to an M3Linked community, whether developed by you, Franchisee or any other person.

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

"Know-how" means all of our trade secrets and other proprietary information relating to the development, marketing and/or operation of an M3Linked community, including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual. Know-how also includes the names, contact information and other data collected on Franchisee's members

"Manual" means our confidential brand standards manual for the operation of an M3Linked community.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an M3Linked community, including the "M3Linked" word mark and design mark~~, the "Eliances" word mark and design mark,~~ and any other trademarks, service marks or trade names that we designate for use in an M3Linked business.

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

"Restricted Period" means the eighteen (18) month period after you cease to be an officer, director, employee or independent contractor of Franchisee; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Restricted Period" means the one (1) year period after you cease to be an officer, director, employee or independent contractor of Franchisee.

"Territory" means the geographic area that comprises the "territory" operated by Franchisee under the Franchise Agreement as further described on Attachment A to this Agreement.

"System" means our distinct system for the development and operation of an M3Linked community, the distinctive characteristics of which include logo, concept, methodologies, confidential brand standards manual and operating system.

2. Background. You are an officer, director, employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the M3Linked community operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer an officer, director, employee or independent contractor of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are an officer, director, employee or independent contractor of Franchisee by engaging in any Prohibited Activities.

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

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

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

8. Breach. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other M3Linked franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. Miscellaneous.

(a) If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

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

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

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

This Brand Protection Agreement is executed as of the date or dates set forth below.

By: ______________________________

Name: ____________________________

Date: _____________________________

ATTACHMENT A

Territory

ATTACHMENT "F"

TO FRANCHISE AGREEMENT

<u>MULTI-STATE ADDENDA</u>

[See Attached]

MULTI-STATE ADDENDA

The following are additional disclosures for the Franchise Agreement of ~~Eliances~~M3Linked, LLC required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

FOR THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for ~~Eliances~~M3Linked, LLC is amended as follows:

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise to be delivered together with the disclosure document.

2. Neither the franchisor nor any person or franchise broker in Item 2 of the FDD 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 such association or exchange.

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

4. 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.).

5. 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.

6. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. The franchise agreement requires binding arbitration. The arbitration will occur at Maricopa County, Arizona with the costs split evenly between the parties.

8. 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.

9. The franchise agreement requires application of the laws of the State of Arizona. This provision may not be enforceable under California law.

10. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

11. 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).

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION.

~~1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise to be delivered together with the disclosure document.~~

~~2.~~1. ~~Neither the franchisor nor any person or franchise broker in Item 2 of the FDD 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 such association or exchange.~~

~~3.~~1. ~~California Business and Professions Code 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.~~

~~4.~~1. ~~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.).~~

~~5.~~1. ~~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.~~

~~6.~~1. ~~The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.~~

~~7.~~1. ~~The franchise agreement requires binding arbitration. The arbitration will occur at Maricopa County, Arizona with the costs split evenly between the parties.~~

~~8.~~1. ~~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.~~

~~9.~~1. ~~The franchise agreement requires application of the laws of the State of Arizona. This provision may not be enforceable under California law.~~

~~10.~~1. ~~Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.~~

~~11.~~1. ~~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).~~

~~1.~~12. ~~OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT.~~ ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF ~~BUSINESS OVERSIGHT at http://www.dbo.ca.gov.~~FINANCIAL PROTECTION & INNOVATION AT https://dfpi.ca.gov/.

~~2.~~13. The franchise agreement is amended to state the following:

> "To the extent that any provision in the California State Addendum is inconsistent with any provision in this Agreement, the provision in the California State Addendum shall control."

FOR THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Franchise Agreement for ~~Eliances~~M3Linked, LLC is amended as follows:

1. You must sign a general release in order to renew or transfer your franchise. Any such release must comply with the provisions of the Act.

2. In accordance with Section 4 of the Act, and Section 200.608 of the regulations promulgated under the Act, the governing law, jurisdiction and venue shall be the State of Illinois;

provided, however, that any arbitration proceeding shall be brought in Maricopa County, Arizona in accordance with Section 24 of the Franchise Agreement.

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

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

5. All fees referenced in the Franchise Agreement are subject to deferral pursuant to order of the Illinois Attorney General's Office based upon their review of our financial condition as reflected in our financial statements. Accordingly, you will pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the franchised business.

6. The franchise agreement is amended to state the following:

"To the extent that any provision in the Illinois State Addendum is inconsistent with any provision in this Agreement, the provision in the Illinois State Addendum shall control."

FOR THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Franchise Agreement for ~~Eliancers~~M3Linked, LLC is amended as follows:

1. 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.

2. The Franchise Agreement provides for termination upon bankruptcy of the Franchisee. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

3. The Franchise Agreement requires that the franchise be governed by the laws of the State of Arizona; however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.

4. The Franchise Agreement requires litigation or arbitration to be conducted in the State of Arizona. Franchisee may bring lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The Franchise Agreement is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law may be brought within three (3) years after the grant of the franchise.

6. All representations requiring prospective franchisees to assent to the release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

7. 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. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

FOR THE STATE OF NEW YORK

In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§680 through 695, the Franchise Agreement for ~~Eliances~~M3Linked, LLC is amended as follows:

1. We will not require that you prospectively assent to a release, assignment, novation, waiver, or estoppel that purports to relieve any person from liability imposed by the New York Franchise Law.

2. We will not place any condition, stipulation, or provision in the Franchise Agreement that requires you to waive compliance with any provision of the New York Franchise Law.

3. Any provision in the Franchise Agreement that limits the time period in which you may assert a legal claim against us under the New York Franchise Law is amended to provide for a three (3) year statute of limitations for purposes of bringing a claim arising under the New York Franchise Law.

4. Notwithstanding the transfer provision in the Franchise Agreement, we will not assign the Franchise Agreement except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement

FOR THE STATE OF VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, VA Code §13.1-557, et. seq., the Franchise Agreement for ~~Eliances~~M3Linked, LLC is amended as follows:

(a) We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Virginia Franchise Law. This provision does not prohibit you and us from entering into binding arbitration consistent with the Virginia Franchise Law.

(B) Any provision in the Franchise Agreement that limits the time period in which you may assert a legal claim against us under the Virginia Franchise Law is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Virginia Franchise Law.

FOR THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Washington Rev. Code §§19.100.010 – 19.100.940, the Franchise Agreement for ~~Eliances~~M3Linked, LLC is amended as follows:

1. We will not require that you prospectively assent to a release, assignment, novation, or waiver that purports to relieve any person from liability imposed by the Washington Franchise Law.

2. We will not require you to agree to any condition, stipulation, or provision, including a choice of law provision, that binds any person to waive compliance with any provision of the Washington Franchise Law. This provision does not apply to a release or waiver executed by any person pursuant to a negotiated settlement. In the event of a conflict of laws, the provisions of the Washington Franchise Law shall prevail.

3. In any litigation, arbitration, or mediation involving a franchise purchased in Washington, the site thereof shall be either in the state of Washington, or in a place mutually agreed upon at that time, or as determined by the judge, arbitrator, or mediator, as applicable.

4. We will not unreasonably restrict your rights and remedies under the Washington Franchise Law, including, but not limited to, the right to a jury trial.

5. We will not unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Law.

6. Any provision in the Franchise Agreement that limits the time period in which you may assert a legal claim against us under the Washington Franchise Law is amended to toll the statute of limitations for purposes of bringing an action within one (1) year after the final judgment or order in any civil, criminal, or administrative proceedings brought by the federal or Washington state governments or any of their agencies relating to anti-trust or franchising laws, including the Washington Franchise Law.

7. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

8. Section 19.100.180 of the Washington Franchise Law may supersede the Franchise Agreement in your relationship with us, 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 us including the areas of termination and renewal of your franchise.

9. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

10. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.

11. All fees payable to us under the terms of the Franchise Agreement are subject to deferral pursuant to order of the State of Washington. Accordingly, you shall pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the franchised business.

12. The Franchise Owner Agreement, which is attached as Attachment C to the Franchise Agreement, is amended to delete the second sentence in the section entitled "Dispute Resolution".

13. The franchise agreement is amended to state the following:

"To the extent that any provision in the Washington Addendum attached to this Agreement is inconsistent with any provision in this Agreement, the provision in the Washington Addendum shall control."

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of ___________________, 202___, and of the Franchise Disclosure Document but only state law as of the date above, prior to or at the time of execution.

DATED this _______ day of _____________________, 202____.

FRANCHISOR: **FRANCHISEE:**

~~Eliances~~M3Linked, LLC, a Wyoming limited liability company

By:_________________________________
Name:_______________________________
Its:_________________________________
Date: _______________________________

_____________________________________,
a(n)_________________________________

By:_________________________________
Name:_______________________________
Its:_________________________________
Date: _______________________________

EXHIBIT "D"

TO DISCLOSURE DOCUMENT

AREA DEVELOPMENT AGREEMENT

[See Attached]

AREA DEVELOPMENT AGREEMENT

AREA DEVELOPER: ______________________________
DATE: ______________________________

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AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (this "Agreement") is entered into as of ____________, 202__ (the "Effective Date") between ~~Eliances~~M3Linked, LLC, a Wyoming limited liability company ("we" or "us") and ___________________, a(n) ________________ ("you").

1. DEFINITIONS. Capitalized terms used in this Agreement shall have the meanings given to them below. Any capitalized term used in this Agreement that is not defined below shall have the meaning given to such term in the Initial Franchise Agreement (as defined below).

"Alternative Channels of Distribution" has the meaning given to such term in the Initial Franchise Agreement.

"Development Schedule" means the schedule described in Section 4.1 and Part D of ATTACHMENT "A" for the development of the franchised M3Linked communities within the Development Territory. Each M3Linked community is a separate franchised business.

"Development Territory" means the geographic area described in Part C of ATTACHMENT "A".

"Discounted Initial Franchise Fee" means the discounted initial franchise fee set forth in Part B of ATTACHMENT "A" that you must pay for each M3Linked community to be developed under this Agreement (other than your first M3Linked community~~), which discounted initial franchise~~) if you select the pre-pay development fee ~~is set forth in~~option described in Section 5 of this Agreement and Part B of ATTACHMENT "A".

"Franchise Agreement" means an M3Linked Franchise Agreement executed by us and you (or an affiliate of yours) for the establishment and operation of an M3Linked community pursuant to this Agreement.

"Initial Franchise Agreement" means the Franchise Agreement for your first M3Linked community executed by you and us concurrently with the execution of this Agreement.

"Initial Franchise Fee" means the initial franchise fee set forth in Part B of ATTACHMENT "A", including the standard initial franchise fee for your first (1st) M3Linked community developed pursuant to this Agreement and the discounted initial franchise fee for each additional M3Linked community developed pursuant to this Agreement.

"Owner" or *"Owners"* means any individual who directly signs this Agreement or who owns a direct or indirect ownership interest in the area development rights or the entity that is the area developer under this Agreement. "Owner" includes both passive and active owners.

"Permitted Transfer" means: (i) a Transfer from one Owner to another Owner who was an approved Owner prior to such Transfer; and/or (ii) a Transfer to a newly established Entity for which the Owners collectively own and control 100% of the ownership interests and voting power.

"Term" the period of time commencing with the Effective Date of this Agreement and expiring upon the date by which you are required to open the last M3Linked community under the Development Schedule. The community is deemed "open" at the time you hold the first M3Linked event for that community.

"Transfer" means any direct or indirect, voluntary or involuntary (including by judicial award, order or decree), assignment, sale, conveyance, subdivision, sublicense or other transfer or disposition of the area development rights (or any interest therein), the business conducted by you pursuant to this Agreement, or an ownership interest in an entity that is the area developer under this Agreement, including by merger or consolidation, by issuance of additional securities representing an ownership interest in the entity that is the area developer, or by operation of law, will or a trust upon the death of an Owner of the area developer entity (including the laws of intestate succession).

2. GRANT OF DEVELOPMENT RIGHTS. Subject to the terms and conditions of this Agreement, we hereby grant you the right and obligation to develop each of the M3Linked communities referred to in the Development Schedule. Each M3Linked community that you develop pursuant to this Agreement must be located within the Development Territory. This Agreement does not grant you any rights or licenses to use any of our Intellectual Property.

3. TERRITORIAL PROTECTIONS AND LIMITATIONS. Your Development Territory will be exclusive, meaning that for the duration of the Term, we will not hold M3Linked events, or authorize a third party to hold M3Linked events, from any venue located within your Development Territory. We reserve the right to sell, or grant franchises or licenses to third parties to sell, competitive or identical goods or services (including under the Marks) through Alternative Channels of Distribution, irrespective of whether the sales take place in your Development Territory.

4. DEVELOPMENT OBLIGATIONS

4.1. Development Schedule. You agree to open each M3Linked community in strict accordance with time periods set forth in the Development Schedule. You must develop, open and operate each M3Linked community in compliance with all of the terms of the applicable Franchise Agreement. We may, in our sole discretion, extend the time periods listed in the Development Schedule, but only if you can demonstrate to our reasonable satisfaction that you have used your best efforts to comply with your development obligations and the need for additional time is due to unforeseeable delays and not due to your neglect, misconduct or financial inability. You must open all of the M3Linked communities referred to in the Development Schedule.

4.2. Event Venues. Each community will have a defined geographic territory designated by us. You must obtain our approval of each venue within each territory from which you will hold M3Linked events. Each venue that you select is subject to our prior approval as specified in the applicable Franchise Agreement.

4.3. Franchise Agreements. You must sign a separate Franchise Agreement for each M3Linked community. You must sign the Initial Franchise Agreement for your first M3Linked community at the time you sign this Agreement. We will not review or approve a proposed venue until you sign the applicable Franchise Agreement for the proposed M3Linked community. Each Franchise Agreement shall be our then-current form of M3Linked Franchise Agreement (modified to reflect the Initial Franchise Fee or Discounted Initial Franchise Fee, as applicable), the terms and conditions of which may vary materially and substantially from the terms and conditions of the Initial Franchise Agreement. At the time you sign the Franchise Agreement for each new M3Linked community, you must pay us the balance of the ~~Discounted~~ Initial Franchise Fee for that franchise (i.e., ~~$47,250).~~$45,500) unless you elect to pre-pay all Discounted Initial Franchise Fees upon execution of this Agreement to receive a discount. You will have no right to develop or operate any M3Linked community, or hold any M3Linked events, until you and we have executed the applicable Franchise Agreement and all ancillary agreements for that community.

4.4. Additional Locations. You have no right to develop any M3Linked community other than the communities listed in the Development Schedule unless we, in our sole discretion, permit you to enter into a new area development agreement, which will be upon such terms and conditions that we specify, following your development of all communities listed in the Development Schedule under this Agreement.

5. DEVELOPMENT FEE. At the time you sign this Agreement, you must pay us the full ~~initial franchise fee~~standard Initial Franchise Fee for your first franchise in the amount set forth in Part B of ATTACHMENT "A". In addition, at the time you sign this Agreement, you must pay us a development fee in the amount set forth in Part B of ATTACHMENT "A", which amount is calculated ~~as 30~~either as: (i) 30% of the aggregate discounted Initial Franchise Fees set forth in Part B of ATTACHMENT "A" that you must pay us for all franchises under your Development Schedule (other than your first franchise) if you do not choose the pre-pay option; or (ii) 100% of the aggregate Discounted Initial Franchise Fees that you must pay us for all franchises under your Development Schedule (other than your first franchise~~).~~) if you choose the pre-pay option to receive a discount. The development fee is fully earned and nonrefundable upon execution of this Agreement.

6. AREA DEVELOPER AS ENTITY. If you are an entity, you represent that Part A of ATTACHMENT "A" includes a complete and accurate list of all of your initial Owners. Upon our request, you must provide us with a resolution of the entity authorizing the execution of this Agreement, a copy of the entity's organizational documents and a current Certificate of Good Standing (or the functional equivalent thereof). You represent that the entity is duly formed and validly existing under the laws of the state of its formation or incorporation. You may form a separate entity to enter into each Franchise Agreement provided that: (i) the individuals holding the ownership interests (and their percentage interests) in each such entity must be the same individuals holding ownership interests (with the same percentage interests) in the entity that is the Area Developer under this Agreement; and (ii) each such entity guarantees the performance of all other entities formed under the authority of this Section 6.

7. TRANSFERS

7.1. By Us. This Agreement is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we shall, subsequent to any such assignment, remain liable for the performance of our obligations under this Agreement up to the effective date of the assignment.

7.2. By You. You understand that the rights and duties created by this Agreement are personal to you and your Owners and that we have granted the area development rights in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of you and your Owners. Therefore, neither you nor any Owner may engage in any Transfer other than a Permitted Transfer without our prior written approval. Any Transfer (other than a Permitted Transfer) without our approval shall be void and constitute a breach of this Agreement. We will not unreasonably withhold our approval of any proposed Transfer, provided that the following conditions are all satisfied:

(i) the proposed transferee is, in our opinion, an individual of good moral character, who has sufficient business experience, aptitude and financial resources to develop, own and operate all of the remaining M3Linked communities that are to be develop under this Agreement and otherwise meets all of our then applicable standards for area developer franchisees;

(ii) you and your Owners are in full compliance with the terms of this Agreement, all Franchise Agreements and all other agreements with us or our affiliate;

(iii) all of the Owners of the transferee have successfully completed, or made arrangements to attend, the initial training program;

(iv) the transferee and its owners sign our then current form of area development agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except that: (a) the Term and renewal term(s) shall be the Term remaining under this Agreement; (b) the transferee need not pay a separate development fee; and (c) the Development Schedule and Development Territory shall be the same Development Schedule and Development Territory specified in this Agreement (modified to reflect the development obligations satisfied prior to the transfer);

(v) you and your Owners sign a General Release for all claims arising before or contemporaneously with the Transfer;

(vi) we do not elect to exercise our right of first refusal described in Section 7.5; and

(vii) you or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

You may not transfer less than your entire remaining area development rights under this Agreement (i.e., you may not retain the right to develop any M3Linked community). You also may not transfer your area development rights to multiple transferees. Our consent to a Transfer shall not constitute a waiver of any claims we may have against the transferor, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the franchise by the transferee.

7.3. **Permitted Transfers.** You may engage in a Permitted Transfer without our prior approval, but you must give us at least ten (10) days prior written notice. You and the Owners (and the transferee) agree to sign all documents that we reasonably request to effectuate and document the Permitted Transfer.

7.4. **Death or Disability of an Owner.** Upon the death or permanent disability of an Owner, the Owner's ownership interest in you or the area development rights, as applicable, must be assigned to another Owner or to a third party approved by us within 180 days. Any assignment to a third party will be subject to all of the terms and conditions of Section 7.2 unless the assignment qualifies as a Permitted Transfer. For purposes of this Section, an Owner is deemed to have a "permanent disability" only if the person has a medical or mental problem that prevents the person from substantially complying with his or her obligations under this Agreement for a continuous period of at least three (3) months.

7.5. **Our Right of First Refusal.** If you or an Owner desires to engage in a Transfer, you or the Owner, as applicable, must obtain a bona fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have 30 days after receipt of the offer to decide whether we will purchase your remaining area development rights and any M3Linked communities to be assigned, or the ownership interest in you, as applicable, for the same price and upon the same terms contained in the offer (however, we may substitute cash for any form of payment proposed in the offer). If we notify you that we intend to purchase the interest within the 30-day period, you or the Owner, as applicable, must sell the interest to us. We will have at least an additional 30 days to prepare for closing. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of Section 7.2 (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or there is a material change in the terms of the sale, we will again have the right of first refusal specified in this Section. Our right of first refusal in this Section shall not apply to any Permitted Transfer.

8. TERMINATION OF DEVELOPMENT RIGHTS

8.1. **Reasonableness.** You represent that you: (i) have conducted your own independent investigation and analysis of the prospects for the establishment of the M3Linked communities within the Development Territory; (ii) approve the Development Schedule as being reasonable and viable; and (iii) recognize that your failure to achieve the results required by the Development Schedule will constitute a material breach of this Agreement.

8.2. **Termination of Development Rights**. If you fail to comply with any term of this Agreement, we may terminate this Agreement, effective 30 days after giving you written notice of the default, unless you have fully cured the default within such 30-day period. Any such termination will end all of your rights and future obligations under this Agreement, including without limitation, your interests in the Development Territory and right to open additional M3Linked communities. In the event of a termination, you will not be entitled to any refund of the development fee, except that you will not be obligated to pay the remaining balance of the ~~Discounted~~ Initial Franchise Fees for any M3Linked community with respect to which, as of the effective date of termination of this Agreement, you had not executed a Franchise Agreement.

8.3. **<u>Cross Default</u>**. Our termination of any Franchise Agreement due to your default shall constitute a default under this Agreement permitting us to terminate this Agreement immediately upon notice to you.

9. DISPUTE RESOLUTION. Any dispute between the parties relating to this Agreement shall be resolved pursuant to the dispute resolution provisions set forth in the Initial Franchise Agreement executed concurrently with this Agreement. All such dispute resolution provisions are incorporated herein by reference as if full set forth in this Agreement.

10. YOUR REPRESENTATIONS. YOU HEREBY REPRESENT THAT: (I) YOU HAVE NOT RECEIVED OR RELIED UPON ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT, EXCEPT FOR ANY INFORMATION DISCLOSED IN THE FRANCHISE DISCLOSURE DOCUMENT; (II) YOU HAVE NO KNOWLEDGE OF ANY REPRESENTATIONS BY US OR ANY OF OUR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR REPRESENTATIVES ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT; (III) YOU RECEIVED (1) AN EXACT COPY OF THIS AGREEMENT AND ITS ATTACHMENTS AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT IS EXECUTED; AND (2) OUR FRANCHISE DISCLOSURE DOCUMENT AT THE EARLIER OF (A) 14 CALENDAR DAYS BEFORE YOU SIGNED A BINDING AGREEMENT OR PAID ANY MONEY TO US OR OUR AFFILIATES OR (B) AT SUCH EARLIER TIME IN THE SALES PROCESS THAT YOU REQUESTED A COPY; (IV) YOU ARE AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISEES AND AREA DEVELOPERS OF OURS MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT AND CONSEQUENTLY THAT OUR OBLIGATIONS AND RIGHTS WITH RESPECT TO OUR VARIOUS FRANCHISEES AND AREA DEVELOPERS MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES; AND (V) YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND RECOGNIZE THAT IT INVOLVES BUSINESS RISKS, MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON YOUR OWN BUSINESS ABILITIES, EFFORTS AND JUDGMENTS, AND THE SERVICES OF YOU AND THOSE YOU EMPLOY.

11. GENERAL PROVISIONS

11.1. Governing Law. This Agreement and the franchise relationship shall be governed by the laws of the State of Arizona (without reference to its principles of conflicts of law), but any law of the State of Arizona that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

11.2. Severability . Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable.

11.3. Waivers. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other.

11.4. Force Majeure. Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from any event of force majeure. Any delay resulting from an event of force majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances. Notwithstanding the foregoing, "force majeure" will not: (i) relieve you of any payment obligations under this Agreement; or (ii) excuse, or apply with respect to, any breaches resulting from an epidemic or pandemic of a contagious illness or disease or resulting from any economic or financial changes caused by such epidemic or pandemic, except to the extent you are required to cease operating pursuant to the mandate of a governmental authority with jurisdiction over your business.

11.5. **Binding Effect.** This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

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

11.7. **Covenant of Good Faith**. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or adversely your interests; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

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

11.9. **Survival**. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the franchise) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire.

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

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

11.12. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

11.13. **Notice.** All notices and statements to be given under this Agreement are to be provided in accordance with the Notice Provision of the Initial Franchise Agreement signed concurrently with this Agreement.

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

FRANCHISOR:

~~Eliances~~M3Linked, LLC, a Wyoming limited liability company

By:_______________________________
Name:_____________________________
Its:_______________________________

YOU (If you are an entity):

_________________________________,
a(n)______________________________

By:_______________________________
Name:_____________________________
Its:_______________________________

YOU (If you are not an entity):

____
Name:_____________________________

____
Name: ____________________________

____
Name: ____________________________

____
Name: ____________________________

ATTACHMENT "A"

TO AREA DEVELOPMENT AGREEMENT

DEAL TERMS

A. Area Developer Details.

Name of franchisee: [____]

Is the franchisee one or more natural persons signing in their individual capacity? **Yes**: _____ **No**: _____

Type of Entity and State of Formation* (if applicable): [______________________________________]

** If the franchisee is a business entity, each natural person holding a direct or indirect ownership interest in the business entity, and spouse of each such person, must sign a Franchise Owner Agreement concurrently with the execution of this Agreement.*

The following table includes the full name of each natural person holding a direct or indirect ownership interest in the area developer franchise (or the franchisee business entity if applicable) along with a description of their ownership interest.

Owner's Name	% Ownership Interest	Direct or Indirect (if indirect, include description of nature of interest)

Notice Address: [____]

B. Fees.

- ~~The~~The standard Initial Franchise Fee shall be $70,000 for your first franchised community and $65,000 for each additional franchised community you commit to develop.

- If you choose the pre-pay option, the Discounted Initial Franchise Fee shall be $~~67,500~~55,250.

~~The initial franchise~~You have elected the following development fee option:

_______ Standard Development Fee: You have elected to pay the standard development fee calculated as 30% of the total Initial Franchise Fees for ~~the~~ all franchised communities you develop other than your first ~~M3Linked~~franchised community ~~to be developed pursuant~~.

_______ Pre-Pay Development Fee Option: You have elected to ~~this agreement shall be~~

~~$75,000.~~ pay us a development fee calculated as 100% of the total Discounted Initial Franchise Fees for all franchised communities you develop other than your first franchised community.

~~The~~Based upon your election above, your development fee shall be ~~$______________________.~~$____________________.

C. Development Territory.

The Development Territory shall include the following geographic area:

____

____

If the boundaries that define the Development Territory change during the term, the boundaries of your Development Territory will remain unaffected and will continue to be defined by the boundaries that were in effect as of the Effective Date.

D. Development Schedule.

You agree to comply with the following minimum development obligations as specified in Section 4 of the Agreement:

DEVELOPMENT PERIOD ENDING	NUMBER OF FRANCHISES OPENED DURING DEVELOPMENT PERIOD	CUMULATIVE NUMBER OF FRANCHISES OPENED AND IN OPERATION
1 year after Effective Date		
2 years after Effective Date		
3 years after Effective Date		
4 years after Effective Date		
5 years after Effective Date		
6 years after Effective Date		
7 years after Effective Date		
8 years after Effective Date		
9 years after Effective Date		
10 years after Effective Date		
Total Number of Franchises to be Developed: [_____]		

ATTACHMENT "B"

TO AREA DEVELOPMENT AGREEMENT

STATE ADDENDUM

[See Attached]

MULTI-STATE ADDENDA

The following are additional disclosures for the Area Development Agreement of ~~Eliances~~M3Linked, LLC required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

FOR THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Area Development Agreement for ~~Eliances~~M3Linked, LLC is amended as follows:

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise to be delivered together with the disclosure document.

2. Neither the franchisor nor any person or franchise broker in Item 2 of the FDD 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 such association or exchange.

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

4. The area development 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.).

5. The area development agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The area development agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. The area development agreement requires binding arbitration. The arbitration will occur at Maricopa County, Arizona with the costs split evenly between the parties.

8. 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 an area development agreement restricting venue to a forum outside the State of California.

9. The area development agreement requires application of the laws of the State of Arizona. This provision may not be enforceable under California law.

10. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

11. 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).

12. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF ~~BUSINESS OVERSIGHT.~~FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE

CALIFORNIA DEPARTMENT OF ~~BUSINESS OVERSIGHT at http://www.dbo.ca.gov.~~FINANCIAL PROTECTION & INNOVATION AT https://dfpi.ca.gov/.

13. The area development agreement is amended to state the following:

"To the extent that any provision in the California State Addendum is inconsistent with any provision in this Agreement, the provision in the California State Addendum shall control."

FOR THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Area Development Agreement ("ADA") for ~~Eliances~~M3Linked, LLC is amended as follows:

1. You must sign a general release in order to renew or transfer your franchise. Any such release must comply with the provisions of the Act.

2. In accordance with Section 4 of the Act, and Section 200.608 of the regulations promulgated under the Act, the governing law, jurisdiction and venue shall be the State of Illinois; provided, however, that any arbitration proceeding shall be brought in Maricopa County, Arizona in accordance with Section 8 of the ADA.

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

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

5. All fees referenced in the ADA are subject to deferral pursuant to order of the Illinois Attorney General's Office based upon their review of our financial condition as reflected in our financial statements. Accordingly, you will pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the franchised business.

6. The area development agreement is amended to state the following:

"To the extent that any provision in the Illinois State Addendum is inconsistent with any provision in this Agreement, the provision in the Illinois State Addendum shall control."

FOR THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Area Development Agreement for ~~Eliances~~M3Linked, LLC is amended as follows:

1) The Area Development Agreement requires Developer to sign a general release as a condition of transfer of the franchise; such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.

2) The Area Development Agreement provides for termination upon bankruptcy of the Developer. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

3) The Area Development Agreement requires that the franchise be governed by the laws of the State of Arizona; however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.

4) The Area Development Agreement requires litigation or arbitration to be conducted in the State of Arizona. Developer may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5) The Area Development Agreement is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law may be brought within three (3) years after the grant of the franchise.

6) All representations requiring prospective franchisees to assent to the release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

7) 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. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

FOR THE STATE OF NEW YORK

In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§680 through 695, the Area Development Agreement for ~~Eliances~~M3Linked, LLC is amended as follows:

1. We will not require that you prospectively assent to a release, assignment, novation, waiver, or estoppel that purports to relieve any person from liability imposed by the New York Franchise Law.

2. We will not place any condition, stipulation, or provision in the Area Development Agreement that requires you to waive compliance with any provision of the New York Franchise Law.

3. Any provision in the Area Development Agreement that limits the time period in which you may assert a legal claim against us under the New York Franchise Law is amended to provide for a three (3) year statute of limitations for purposes of bringing a claim arising under the New York Franchise Law.

4. Notwithstanding the transfer provision in the Area Development Agreement, we will not assign the Area Development Agreement except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Area Development Agreement

FOR THE STATE OF VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, VA Code §13.1-557, et. seq., the Area Development Agreement for ~~Eliances~~M3Linked, LLC is amended as follows:

(a) We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Virginia Franchise Law. This provision does not prohibit you and us from entering into binding arbitration consistent with the Virginia Franchise Law.

(B) Any provision in the Area Development Agreement that limits the time period in which you may assert a legal claim against us under the Virginia Franchise Law is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Virginia Franchise Law.

FOR THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Washington Rev. Code §§19.100.010 – 19.100.940, the Area Development Agreement ("ADA") for ~~Eliances~~M3Linked, LLC is amended as follows:

1. We will not require that you prospectively assent to a release, assignment, novation, or waiver that purports to relieve any person from liability imposed by the Washington Franchise Law.

2. We will not require you to agree to any condition, stipulation, or provision, including a choice of law provision, that binds any person to waive compliance with any provision of the Washington Franchise Law. This provision does not apply to a release or waiver executed by any person pursuant to a negotiated settlement. In the event of a conflict of laws, the provisions of the Washington Franchise Law shall prevail.

3. In any litigation, arbitration, or mediation involving a franchise purchased in Washington, the site thereof shall be either in the state of Washington, or in a place mutually agreed upon at that time, or as determined by the judge, arbitrator, or mediator, as applicable.

4. We will not unreasonably restrict your rights and remedies under the Washington Franchise Law, including, but not limited to, the right to a jury trial.

5. We will not unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Law.

6. Any provision in the ADA that limits the time period in which you may assert a legal claim against us under the Washington Franchise Law is amended to toll the statute of limitations for purposes of bringing an action within one (1) year after the final judgment or order in any civil, criminal, or administrative proceedings brought by the federal or Washington state governments or any of their agencies relating to anti-trust or franchising laws, including the Washington Franchise Law.

7. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

8. Section 19.100.180 of the Washington Franchise Law may supersede the ADA in your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the ADA in your relationship with us including the areas of termination and renewal of your franchise.

9. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

10. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.

11. All fees payable to us under the terms of the ADA are subject to deferral pursuant to order of the State of Washington. Accordingly, you shall pay no fees to us until we have completed all of our material pre-opening responsibilities to you and commence operating the first franchised business established under the ADA. Because the Franchisor has material pre-opening obligations with respect to

each franchised business the Franchisee opens under the Area Development Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.

12 The area development agreement is amended to state the following:

> "To the extent that any provision in the Washington Addendum attached to this Agreement is inconsistent with any provision in this Agreement, the provision in the Washington Addendum shall control."

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the Area Development Agreement dated the _____ day of ___________________, 202___, and of the Franchise Disclosure Document but only state law as of the date above, prior to or at the time of execution.

DATED this _______ day of _____________________, 202____.

FRANCHISOR:

~~Eliances~~M3Linked, LLC, a Wyoming limited liability company

By:____________________________________
Name:__________________________________
Its:____________________________________
Date: _________________________________

FRANCHISEE:

_______________________________________,
a(n)___________________________________

By:____________________________________
Name:__________________________________
Its:____________________________________
Date: _________________________________

EXHIBIT "E"

TO DISCLOSURE DOCUMENT

TABLE OF CONTENTS OF BRAND STANDARDS MANUAL

[See Attached]

M3 LINKED

Connect-Energize-Grow

Franchise Operations Manual - Stage 1 V2.1

(M3Linked Member Website Admin Training Guide)
October 2020

We Cultivate Relationships ~ Develop Business Community ~ Discover Mentors & Masterminds

M3Linked's mission is to build communities that facilitate personal and professional growth through a proven framework of unique experiences, impactful relationships and a wealth of opportunities.

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MEMBERSHIP

POLICIES & GUIDELINES

Connect-Energize-Grow

Franchise Operations Manual - Stage 2

(M3Linked Member Website Admin Training Guide)
October 2020

We Cultivate Relationships – Develop Business Community – Discover Mentors & Masterminds

M3Linked's mission is to build communities that facilitate personal and professional growth through a proven framework of unique experiences, impactful relationships and a wealth of opportunities.

About this Manual

M3Linked Franchise Operations Manual - your operations manual for owning, operating and growing your M3Linked Community.

Our goal is to offer you self-paced, education that give you an in-depth understanding of how to manage the M3Linked Community Management System to full advantage for your community.
Lessons within each curriculum are designed to be concise and deliver maximum value to you. They can be taken individually, as knowledge is needed, or taken as part of the full curriculum.

This manual is accurate and complete as of the date of issue. Content is subject to update and may change without notice. We will provide periodic updates online, so please be sure to check your online community website for the most current content.

Stage 1: Getting Started, Virtual M3Forum, Virtual Mastermind
Stage 2: Member website administration guide & M3Convene QuickStart Guide
Stage 3: Experiences - M3Tank, M3Social, M3DeepDive, M3ExpertPanel
Stage 4: In-person M3Forum, In-person M3Mastermind, M3Tank

We make every effort to ensure the most accurate and complete information.
Questions?

Reach out to your Point of Contact (POC). We're here to help.

To your continued success,
Your M3Linked Community

support@M3Linked.com

CONFIDENTIALITY

The information set forth in this Operations Manual and information received at any training sessions attended by M3Linked franchisees whether in written, electronic or oral form, is confidential and constitutes "know-how" as defined in Article 16 of the M3Linked Franchise Agreement. Any unauthorized use of such information shall constitute a violation of Article 16 of the Franchise Agreement and shall entitle M3Linked to exercise the remedies set forth therein. No part of this Manual or any other information received at any M3Linked' training session may be reproduced in any form without first obtaining the express written consent of M3Linked.

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EXHIBIT "F"

TO DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

Part A (Current Franchisees)

The following table lists our franchisees that were open as of December 31, 2020. The "State" and "City" refer to the "State" and "City" in which the franchised community is located. The "Principal Business Address" refers to the franchisee's principal business address, which may or may not be located in the same city/state in which the franchised community is located. ~~2019.~~

FRANCHISEES OPEN AS OF DECEMBER 31, 20~~19~~20				
State	**City**	**Principal Business Address**	**Phone**	**Owner Name(s)**
District of Columbia*	Washington	18 E. University Dr. Suite 101 Mesa, Arizona 85201	~~(518) 220-1857~~(480) 655-0073	Arlen Olsen ~~and~~& Albert Schmeiser (Washington Business Network LLC)
Florida*	Tampa	13046 Race Track Rd. 195 Tampa, Florida 33626	(813) 461-3004	David Hart (3G Community Corp)
Illinois*	Chicago	827 Kimballwood Ln. Highland Park, Illinois 60035	(312) 622-1484	Darren Schwartz (KFI Group Inc.)
Pennsylvania*	Philadelphia	10 Hilgert Ave. Reading, Pennsylvania 19607	(610) 416-8028	Steven Topieniak (Pajak & Topieniak, LP)

The following table lists our franchisees with signed franchise agreements that were not open as of December 31, 20~~19~~20.

FRANCHISEES NOT OPEN AS OF DECEMBER 31, 20~~19~~20				
State	**City**	**Address**	**Phone**	**Owner Name(s)**
~~F~~Californi~~d~~a*	Los Angeles~~Tampa~~	2127 Manning Avenue Los Angeles, California ~~13046 Race Track Rd. 195~~ ~~Tampa, Florida 33626~~	~~(813) 461-3004~~(310) 490-9135	Danny Swartz, David ~~Hart~~Babbush & James Worthy ~~(Tampa Bay MR.~~(BDBS LLC)
California*	Palo Alto	18 E. University Dr. Suite 101 Mesa, Arizona 85201	(480) 655-0073	Arlen Olsen & Albert Schmeiser (Washington Business Network LLC)
New York*	New York	101 Tyrellan Ave., Suite 110 Staten Island, New York 10309	(212) 688-8500	Nick Giannatasio (Zurich Consulting LLC)

* These franchisees are also area developers.

David Hart currently operates franchised communities in Tampa, Florida. He has also signed an Area

Development Agreement to open additional communities in Orlando, Florida and Miami, Florida.

Arlen Olsen and Albert Schmeiser currently operate a franchised community in Washington, D.C. They have also signed an Area Development Agreement to open 4 additional communities in Washington, D.C.

Darren Schwartz currently operates a franchised community in Chicago, Illinois. He also signed an Area Development Agreement to open 5 additional communities within a development territory that includes portions of Illinois, Indiana and Wisconsin.

Steven Topieniak signed an Area Development Agreement to open 5 communities in a development territory that includes parts of Pennsylvania.

Danny Swartz, David Babbush and James Worthy signed an Area Development Agreement to open 6 communities within a development territory that includes Los Angeles County, Ventura County and Orange County in the state of California.

Nick Giannatasio signed an Area Development Agreement to open 6 communities within a development territory that includes parts of Connecticut, New York and New Jersey.

Part B (Former Franchisees Who Left System During Prior Fiscal Year)

State	City	Current Business Phone or Last Known Home Phone	Owner Name(s)
None			

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

EXHIBIT "G"

TO DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

[See Attached]

7:18 PM

07/12/20

Accrual Basis

Eliances, LLC
Balance Sheet
As of July 8, 2020

	Jul 8, 20
ASSETS	
Current Assets	
Checking/Savings	
1020 · Cash - WF Checking 5367	338,001.65
Total Checking/Savings	338,001.65
Accounts Receivable	
11000 · *Accounts Receivable	22,945.75
Total Accounts Receivable	22,945.75
Total Current Assets	360,947.40
TOTAL ASSETS	**360,947.40**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2200 · Member Loan - SWFS	6,000.00
Total Other Current Liabilities	6,000.00
Total Current Liabilities	6,000.00
Total Liabilities	6,000.00
Equity	
3100 · Member Capital	544,700.00
3200 · Retained Earnings	-12,250.32
~~Net Income~~	~~-177,502.28~~
Total Equity	354,947.40
TOTAL LIABILITIES & EQUITY	**360,947.40**

ELIANCES, LLC (DBA M3LINKED)

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2020 AND 2019

CLAconnect.com

WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND
CONSULTING

11:26 AM
07/08/20
Cash Basis

Eliances, LLC
Profit & Loss
January 1 through July 8, 2020

		Jan 1 - Jul 8, 20
Ordinary Income/Expense		
Income		
4100 · Income - Royalties		
4101 · Membership	23,134.28	
4102 · Attendance	425.00	
Total 4100 · Income - Royalties		23,559.28
5010 · Merchant Fees		-849.43
Total Income		22,709.85
Cost of Goods Sold		
5000 · Franchisee 80%		17,792.07
5100 · Email Costs		219.83
6700 · Referral Fees		29,000.00
Total COGS		47,011.90
Gross Profit		-24,302.05
Expense		
6040 · Bank Service Charges		378.66
6300 · Franchise Support & Compliance		13,000.00
6360 · Licenses, Fees		-150.00
6410 · Management Fees		81,250.00
6420 · Marketing Expense		
6421 · Web Site	7,072.44	
6422 · Supplies	459.26	
6424 · Listings	2,120.75	
6420 · Marketing Expense - Other	18,380.03	
Total 6420 · Marketing Expense		28,032.48
6430 · Meals and Entertainment		3,047.69
6440 · Technoloy		551.14
6490 · Office Supplies		70.65
6610 · Postage & Delivery		50.78
6620 · Professional Fees		
6621 · Accounting & Bookkeeping	3,058.22	
6622 · Audit Fees	3,675.00	
6623 · Legal Fees	11,414.30	
Total 6620 · Professional Fees		18,147.52
6710 · Rent Expense		4,400.00
6810 · Telephone Expense		543.83
6830 · Training Costs & Materials		431.05
6840 · Travel Expense		
6841 · Airfare	2,571.78	
6842 · Hotels, Accomodations	672.33	
6843 · Rental Cars	96.77	
6844 · Parking	52.00	
6845 · Taxis, Other Transport	53.55	
Total 6840 · Travel Expense		3,446.43
Total Expense		153,200.23
Net Ordinary Income		-177,502.28
Net Income		**-177,502.28**

ELIANCES, LLC (DBA M3LINKED)
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DECEMBER 31, 2020 AND 2019

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Members
Eliances, LLC
Scottsdale, Arizona

We have audited the accompanying financial statements of Eliances, LLC, which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations and members' equity (deficit), and cash flows for the years then ended, and the related notes to the 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.

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' 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 financial statements.

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

Members
Eliances, LLC

Opinion

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

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Phoenix, Arizona
March 23, 2021

ELIANCES, LLC (DBA M3LINKED)
BALANCE SHEETS
DECEMBER 31, 2020 AND 2019

		2020		2019
ASSETS				
CURRENT ASSETS				
Cash	$	203,495	$	207,939
Accounts Receivable		46,400		24,511
Deferred Franchise Costs, Current Portion		6,113		5,075
Total Current Assets		256,008		237,525
REFUNDABLE DEPOSITS		2,711		-
DEFERRED FRANCHISE COSTS, Net of Current Portion		78,950		44,584
Total Assets	$	337,669	$	282,109
LIABILITIES AND MEMBERS' EQUITY (DEFICIT)				
CURRENT LIABILITIES				
Accounts Payable	$	23,620	$	2,100
Deferred Franchise Fees, Current Portion		37,441		9,980
Total Current Liabilities		61,061		12,080
NONCURRENT LIABILITIES				
Notes Payable, Member		102,000		-
Deposits from Franchisees		255,301		36,946
Deferred Rent		8,506		-
Deferred Franchise Fees, Net of Current Portion		318,672		86,910
Total Noncurrent Liabilities		684,479		123,856
Total Liabilities		745,540		135,936
MEMBERS' EQUITY (DEFICIT)		(407,871)		146,173
Total Liabilities and Members' Equity (Deficit)	$	337,669	$	282,109

See accompanying Notes to Financial Statements.

ELIANCES, LLC (DBA M3LINKED)
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY (DEFICIT)
YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
REVENUES		
Franchise Fees	$ 15,387	$ 2,911
Royalties	16,790	2,290
Total Revenues	32,177	5,201
EXPENSES	800,535	72,803
General and Administrative		
NET LOSS	(768,358)	(67,602)
Members' Equity - Beginning of Year	146,173	2,475
Contributions from Members	527,500	211,300
Distributions to Members	(313,186)	-
MEMBERS' EQUITY (DEFICIT) - END OF YEAR	$ (407,871)	$ 146,173

See accompanying Notes to Financial Statements.

ELIANCES, LLC (DBA M3LINKED)
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Loss	$ (768,358)	$ (67,602)
Adjustments to Reconcile Net Loss to Net Cash Used by Operating Activities:		
Accounts Receivable	(21,889)	(24,511)
Deferred Franchise Costs	(35,404)	(49,659)
Refundable Deposits	(2,711)	-
Change in Current Liabilities:		
Accounts Payable	21,520	(2,900)
Deposits from Franchisees	218,355	36,946
Deferred Rent	8,506	-
Deferred Franchise Fees	259,223	96,890
Net Cash Used by Operating Activities	(320,758)	(10,836)
CASH FLOWS FROM FINANCING ACTIVITIES		
Contributions from Members	527,500	211,300
Distributions to Members	(313,186)	-
Proceeds from Notes Payable, Member	102,000	-
Net Cash Provided by Operating Activities	316,314	211,300
NET (DECREASE) INCREASE IN CASH	(4,444)	200,464
Cash - Beginning of Year	207,939	7,475
CASH - END OF YEAR	$ 203,495	$ 207,939

See accompanying Notes to Financial Statements.

ELIANCES, LLC (DBA M3LINKED)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Company's Business

Eliances, LLC (DBA M3Linked) (the Company) was incorporated in the state of Wyoming on June 10, 2018. The Company is a franchisor of a business that facilitates the establishment and growth of a private, invitation-only community that provides members with a forum to foster business relationships within their respective business community.

Changes in the number of franchises during the years ended December 31, 2020 and 2019 are as follows:

	2020	2019
Franchises Open January 1	1	-
Open During the Year	3	1
Closed During the Year	-	-
Franchises Open December 31,	4	1

Basis of Presentation

The Company's financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America.

Cash and Cash Equivalents

The Company treats highly liquid short-term investments with a maturity of three months or less as cash equivalents. At times, cash balances may be in excess of the Federal Deposit Insurance Corporation (FDIC) insurance limits.

Accounts Receivables

Receivables are stated at net realizable value. Accounts are individually analyzed for collectability. Write-offs of receivables occur when all collection efforts have been exhausted. As of December 31, 2020 and 2019, an allowance was not deemed necessary.

Deferred Franchise Costs

Deferred franchise costs represent commissions that are direct and incremental to the Company and are paid in conjunction with the sale of a franchise. These costs are recognized as an expense when the respective revenue is recognized, which is generally over the term of the related franchise agreement.

Deposits from Franchisees

Deposits from franchisees are partial franchise fees paid in advance, after the area development agreement is signed but prior to the franchise agreement is signed.

Deferred Franchise Revenue

Deferred franchise fees represent franchise fees received that have not been fully earned and will be recognized in future years.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

Adoption of New Accounting Standards

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs—Contracts with Customers*, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer.

The Company applied the new guidance using the practical expedient provided in Topic 606 that allows the guidance to be applied only to contracts that were not complete as of January 1, 2019. Adoption of the new guidance resulted in changes to the accounting policies for revenue recognition, deferred franchise revenue, and deferred franchise costs.

The modified retrospective method of transition requires the Company to disclose the effect of applying the new guidance on each item included in the 2019 financial statements. There were no effects of applying the new guidance on the Company's balance sheet as of December 31, 2018.

There is no impact from ASC 606 on revenue recognition policies related to other fees and royalties. The Company recognizes other fees and royalties as earned when the franchises report the associated revenue to the Company. The Company recognizes revenue associated with product sales, if any, when the product is shipped to the franchisees.

Revenue Recognition

The Company generates revenue primarily through area fees, franchise fees and royalties.

Area Fees

The Company collects fees for the right to develop franchises in a geographic area. The entire nonrefundable area fee is paid upon execution of an area development agreement Area fees are recognized ratably on a straight-line basis over the term of the area development agreement. The term of the area development agreement may vary depending on the agreed upon franchise development timeline which is typically two to three years.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Royalties

The Company collects royalties, as stipulated in the franchise agreement, equal to 20% of gross sales. Royalties, are calculated as a percentage of sales over the term of the franchise agreement. The franchise agreement royalties, represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized as franchisee store level sales occur. Royalties are collected bi-weekly.

Franchise Fees

The Company requires the entire nonrefundable initial franchise fee to be paid upon execution of a franchise agreement, which typically has an initial term of ten years. Initial franchise fees are recognized ratably on a straight-line basis over the term of the franchise agreement. The Company's services under the franchise agreement include: training of franchisees and staff, site selection, the right to use trademarks and proprietary information, and ongoing operations support. The Company provides no financing to franchisees and offers no guarantees on their behalf. The services provided by the Company are highly interrelated with the franchise license and as such are considered to represent a single performance obligation.

Renewed Franchise Fees

Franchisees have the option to renew the franchise agreement at the end of the initial franchise term. When a franchisee chooses to renew their agreement, a nonrefundable renewal fee is charged to the franchisee similar to the initial franchise fee. Renewed franchise fees are recognized ratably on a straight-line basis over the term of the renewed franchise agreement.

Income Taxes

The Company and its members have elected to be treated as a limited liability company for income tax reporting purposes. Accordingly, the members are taxed on the Company's income. Therefore, no provision or liability for income tax is included in the financial statement.

The Company follows the accounting standard for uncertain tax positions. At December 31, 2020, there were no liabilities recorded for uncertain tax positions.

Subsequent Events

In preparing the balance sheet, the Company has evaluated events and transactions for potential recognition or disclosure through March 23, 2021, the date the financial statement was available to be issued.

NOTE 2 CONTRACT ASSETS AND LIABILITIES

Contract assets and liabilities were as follows:

	December 31, 2020	December 31, 2019	January 1, 2019
Assets			
Accounts Receivable	$ 46,400	$ 24,511	$ -
Deferred Franchise Costs	85,063	49,659	-
Liabilities			
Deposits from Franchisees	$ 255,301	$ 36,946	$ -
Deferred Franchise Fees	356,113	96,890	-

NOTE 3 NOTES PAYABLE, MEMBER

The Company has two notes payable to a member of the Company. Each note is for $51,000 and one is due October 23, 2022 and the other is due November16, 2022. The notes do not accrue interest and are unsecured.

NOTE 4 MEMBERS' EQUITY

The Company has a single class of membership interests. Profit and losses are allocated on a pro rata basis based the members' respective percentages.

NOTE 5 RELATED PARTY TRANSACTIONS

The Company has a contract with an entity owned by one of its members to provide management services. During the years ended December 31, 2020 and 2019, the Company paid $210,750 and $22,500, respectively, to this entity for management services. In addition, during the year ended December 31, 2020, the Company paid the member $59,059 for other fees and for expenses incurred on behalf of the Company.

The Company has a contract with one of its members to provide management services. During the years ended December 31, 2020, the Company paid $50,250. In addition, the Company paid the member $22,592 for other fees and for expenses incurred on behalf of the Company.

The Company has four franchisees who are affiliates of the Company through common ownership with the Company's members. During the year ended December 31, 2020, the Company received franchise fees of $174,410 and franchise deposits of $83,625.

The Company has two notes payable to the member of the Company (Note 3).

NOTE 6 OPERATING LEASE

The Company leases office space through a lease agreement that expires in January of 2023. The lease requires monthly payments ranging from $1,971 to $2,711 per month during the course of the lease. Rent expense incurred during 2020 was $12,450.

A summary of noncancelable future minimum operating lease payments under these leases is as follows:

Years Ending December 31,	Amount
2021	$ 25,509
2022	32,162
2023	2,711
Total	$ 60,382

NOTE 7 RISKS AND UNCERTAINTIES

The Coronavirus Disease 2019 (COVID-19) has recently affected global markets, supply chains, employees of companies, and our communities. Specific to the Company, COVID-19 may impact various parts of its 2021 operations and financial results including sales. Management believes the Company is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as of December 31, 2020.

ELIANCES, LLC

FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 2019 AND PERIOD FROM INCEPTION (JUNE 10, 2018) THROUGH DECEMBER 31, 2018

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DECEMBER 31, 2019 AND 2018

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Members
Eliances, LLC
Scottsdale, Arizona

We have audited the accompanying financial statements of Eliances, LLC, which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of operations and members' equity, and cash flows for the year ended December 31, 2019 and the period from inception (June 10, 2018) through December 31, 2018, and the related notes to the 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.

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' 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 financial statements.

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

A member of Nexia International

Members
Eliances, LLC

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Eliances, LLC, as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the year ended December 31, 2019, and the period from inception (June 10, 2018) through December 31, 2018, in accordance with accounting principles generally accepted in the United States of America.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Phoenix, Arizona
February 18, 2020

ELIANCES, LLC
BALANCE SHEETS
DECEMBER 31, 2019 AND 2018

		2019		2018
ASSETS				
CURRENT ASSETS				
Cash	$	207,939	$	7,475
Accounts Receivable		24,511		-
Deferred Franchise Costs, Current Portion		5,075		-
Total Current Assets		237,525		7,475
DEFERRED FRANCHISE COSTS, Net of Current Portion		44,584		-
Total Assets	$	282,109	$	7,475
LIABILITIES AND MEMBERS' EQUITY				
CURRENT LIABILITIES				
Accounts Payable	$	2,100	$	5,000
Deposits from Franchisees		36,946		-
Deferred Franchise Fees, Current Portion		9,980		-
Total Current Liabilities		49,026		5,000
DEFERRED FRANCHISE FEES, Net of Current Portion		86,910		-
Total Liabilities		135,936		5,000
MEMBERS' EQUITY		146,173		2,475
Total Liabilities and Members' Equity	$	282,109	$	7,475

See accompanying Notes to Financial Statements.

ELIANCES, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY
YEAR ENDED DECEMBER 31, 2019 AND
PERIOD FROM INCEPTION (JUNE 10, 2018) THROUGH DECEMBER 31, 2018

	2019	2018
REVENUES		
Franchise Fees	$ 2,911	$ -
Royalties	2,290	-
Total Revenues	5,201	-
EXPENSES	72,803	30,925
General and Administrative		
NET LOSS	(67,602)	(30,925)
Members' Equity - Beginning of Period	2,475	-
Contributions from Members	211,300	33,400
MEMBERS' EQUITY - END OF PERIOD	$ 146,173	$ 2,475

See accompanying Notes to Financial Statements.

ELIANCES, LLC
STATEMENTS OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2019 AND
PERIOD FROM INCEPTION (JUNE 10, 2018) THROUGH DECEMBER 31, 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Loss	$ (67,602)	$ (30,925)
Adjustments to Reconcile Net Loss to Net Cash Used by Operating Activities:		
Accounts Receivable	(24,511)	-
Deferred Franchise Costs	(49,659)	-
Increase in Current Liabilities:		
Accounts Payable	(2,900)	5,000
Deposits from Franchisees	36,946	-
Deferred Franchise Fees	96,890	-
Net Cash Used by Operating Activities	(10,836)	(25,925)
CASH FLOWS FROM FINANCING ACTIVITIES		
Contributions from Members	211,300	33,400
NET INCREASE IN CASH	200,464	7,475
Cash - Beginning of Period	7,475	-
CASH - END OF PERIOD	$ 207,939	$ 7,475

See accompanying Notes to Financial Statements.

ELIANCES, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Company's Business

Eliances, LLC (the Company) was incorporated in the state of Wyoming on June 10, 2018. The Company is a franchisor of a business that facilitates the establishment and growth of a private, invitation-only community that provides members with a forum to foster business relationships within their respective business community. At December 31, 2019, the Company had one operating franchise and one franchise in the process of beginning operations.

Basis of Presentation

The Company's financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America.

Cash and Cash Equivalents

The Company treats highly liquid short-term investments with a maturity of three months or less as cash equivalents. At times, cash balances may be in excess of the Federal Deposit Insurance Corporation (FDIC) insurance limits.

Accounts Receivables

Receivables are stated at net realizable value. Accounts are individually analyzed for collectability. Write-offs of receivables occur when all collection efforts have been exhausted. As of December 31, 2019 and 2018, an allowance was not deemed necessary.

Deferred Franchise Costs

Deferred franchise costs represent commissions that are direct and incremental to the Company and are paid in conjunction with the sale of a franchise. These costs are recognized as an expense when the respective revenue is recognized, which is generally over the term of the related franchise agreement.

Deposits from Franchisees

Deposits from franchisees are partial franchise fees paid in advance, after the area development agreement is signed but prior to the franchise agreement is signed.

Deferred Franchise Revenue

Deferred franchise fees represent franchise fees received that have not been fully earned and will be recognized in future periods.

Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Adoption of New Accounting Standards

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs—Contracts with Customers*, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer.

The Company applied the new guidance using the practical expedient provided in Topic 606 that allows the guidance to be applied only to contracts that were not complete as of January 1, 2019. Adoption of the new guidance resulted in changes to the accounting policies for revenue recognition, deferred franchise revenue, and deferred franchise costs as detailed below.

The primary impact of ASC 606 on the Company's revenue recognition policies is a change in the accounting for initial franchising fees and related commission expenses. Upon the sale of initial franchising fees, the Company is obligated to provide franchisees the right to proprietary programs, copy written materials and trademarks, tools, and support associated with their franchise business. The Company previously recorded the nonrefundable initial franchising fees as revenue at the time the franchise agreement period began when all significant services had been substantially performed and collectability was reasonably assured. The Company previously recognized commission expense in the period when the sale was made. Beginning in January 2019, under ASC 606, initial franchise fees have been recognized as the Company satisfies the performance obligation over the franchise term on a straight-line basis, which is generally ten years. The unrecognized portion of initial franchising fees is recorded as deferred franchise revenue. Similarly, commissions are an incremental cost of obtaining a contract under ASC 606, which are capitalized as deferred franchise costs and amortized over the term of the franchise agreement.

The modified retrospective method of transition requires the Company to disclose the effect of applying the new guidance on each item included in the 2019 financial statements. There were no effects of applying the new guidance on the Company's balance sheet as of December 31, 2018.

There is no impact from ASC 606 on revenue recognition policies related to other fees and royalties. The Company recognizes other fees and royalties as earned when the franchises report the associated revenue to the Company. The Company recognizes revenue associated with product sales, if any, when the product is shipped to the franchisees.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

The Company generates revenue primarily through area fees, franchise fees and royalties.

Area Fees
The Company collects fees for the right to develop franchises in a geographic area. The entire nonrefundable area fee is paid upon execution of an area development agreement Area fees are recognized ratably on a straight-line basis over the term of the area development agreement. The term of the area development agreement may vary depending on the agreed upon franchise development timeline which is typically two to three years.

Royalties
The Company collects royalties, as stipulated in the franchise agreement, equal to 20% of gross sales. Royalties, are calculated as a percentage of sales over the term of the franchise agreement. The franchise agreement royalties, represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized as franchisee store level sales occur. Royalties are collected bi-weekly.

Franchise Fees
The Company requires the entire nonrefundable initial franchise fee to be paid upon execution of a franchise agreement, which typically has an initial term of ten years. Initial franchise fees are recognized ratably on a straight-line basis over the term of the franchise agreement. The Company's services under the franchise agreement include: training of franchisees and staff, site selection, the right to use trademarks and proprietary information, and ongoing operations support. The Company provides no financing to franchisees and offers no guarantees on their behalf. The services provided by the Company are highly interrelated with the franchise license and as such are considered to represent a single performance obligation.

Renewed Franchise Fees
Franchisees have the option to renew the franchise agreement at the end of the initial franchise term. When a franchisee chooses to renew their agreement, a nonrefundable renewal fee is charged to the franchisee similar to the initial franchise fee. Renewed franchise fees are recognized ratably on a straight-line basis over the term of the renewed franchise agreement.

Income Taxes

The Company and its members have elected to be treated as a limited liability company for income tax reporting purposes. Accordingly, the members are taxed on the Company's income. Therefore, no provision or liability for income tax is included in the financial statement.

The Company follows the accounting standard for uncertain tax positions. At December 31, 2019, there were no liabilities recorded for uncertain tax positions.

ELIANCES, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Subsequent Events

In preparing the balance sheet, the Company has evaluated events and transactions for potential recognition or disclosure through February 18, 2020, the date the financial statement was available to be issued.

NOTE 2 MEMBERS' EQUITY

The Company has a single class of membership interests. Profit and losses are allocated on a pro rata basis based the members' respective percentages.

NOTE 3 RELATED PARTY TRANSACTIONS

The Company has a contract with an entity owned by one of its members to provide management services. During the year ended December 31, 2019, the Company paid $22,500 to this entity for management services.

ELIANCES, LLC

FINANCIAL STATEMENTS

**PERIOD FROM INCEPTION (JUNE 10, 2018)
THROUGH DECEMBER 31, 2018**

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DECEMBER 31, 2018

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Members
Eliances, LLC
Scottsdale, Arizona

We have audited the accompanying financial statements of Eliances, LLC, which comprise the balance sheet as of December 31, 2018, and the related statements of operations and members' equity, and cash flows for the period from inception (June 10, 2018) through December 31, 2018, and the related notes to the 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.

Auditors' 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 auditors' 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 financial statements.

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

Members
Eliances, LLC

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Eliances, LLC, as of December 31, 2018, and the results of its operations and its cash flows for the period from inception (June 10, 2018) through December 31, 2018, in accordance with accounting principles generally accepted in the United States of America.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Phoenix, Arizona
March 15, 2019

ELIANCES, LLC
BALANCE SHEET
DECEMBER 31, 2018

ASSETS

CURRENT ASSETS		
Cash	$	7,475
Total Current Assets	$	7,475

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES		
Accounts Payable	$	5,000
MEMBERS' EQUITY		2,475
Total Liabilities and Members' Equity	$	7,475

See accompanying Notes to Financial Statements.

ELIANCES, LLC
STATEMENT OF OPERATIONS AND MEMBERS' EQUITY
PERIOD FROM INCEPTION (JUNE 10, 2018)
THROUGH DECEMBER 31, 2018

EXPENSES		
General and Administrative	$	30,925
NET LOSS		(30,925)
Members' Equity - Beginning of Period		-
Contributions from Members		33,400
MEMBERS' EQUITY - END OF PERIOD	$	2,475

See accompanying Notes to Financial Statements.

ELIANCES, LLC
STATEMENT OF CASH FLOWS
PERIOD FROM INCEPTION (JUNE 10, 2018)
THROUGH DECEMBER 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES		
Net Loss	$	(30,925)
Adjustments to Reconcile Net Loss to Net Cash Used by Operating Activities:		
Increase in Current Liabilities:		
Accounts Payable		5,000
Net Cash Used by Operating Activities		(25,925)
CASH FLOWS FROM FINANCING ACTIVITIES		
Contributions from Members		33,400
NET INCREASE IN CASH		7,475
Cash - Beginning of Period		-
CASH - END OF PERIOD	$	7,475

See accompanying Notes to Financial Statements.

ELIANCES, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Company's Business

Eliances, LLC (the Company) was incorporated in the state of Wyoming on June 10, 2018. The Company is a franchisor of a business that facilitates the establishment and growth of a private, invitation-only community that provides members with a forum to foster business relationships within their respective business community. As of December 31, 2018, the Company's activities were limited to establishing the franchise system and pursuing franchising opportunities.

Basis of Presentation

The Company's financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America.

Cash and Cash Equivalents

The Company treats highly liquid short-term investments with a maturity of three months or less as cash equivalents. At times, cash balances may be in excess of the Federal Deposit Insurance Corporation (FDIC) insurance limits.

Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

Revenue Recognition

Franchisee fee revenue is recognized when all material services or conditions relating to the sale of the franchise have been substantially performed or satisfied. The Company has substantially satisfied all of these conditions at the beginning of franchisee operations. Continuing franchise royalties and advertising fees are based on a defined percentage of franchise revenues and are recognized when earned. Other operating revenues are recognized when the earnings process is complete.

Income Taxes

The Company and its members have elected to be treated as a limited liability company for income tax reporting purposes. Accordingly, the members are taxed on the Company's income. Therefore, no provision or liability for income tax is included in the financial statement.

The Company follows the accounting standard for uncertain tax positions. At December 31, 2018, there were no liabilities recorded for uncertain tax positions.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Subsequent Events

In preparing the balance sheet, the Company has evaluated events and transactions for potential recognition or disclosure through March 15, 2019, the date the financial statement was available to be issued.

NOTE 2 MEMBERS' EQUITY

The Company has a single class of membership interests. Profit and losses are allocated on a prorata basis based the members' respective percentages.

EXHIBIT "H"

TO DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

[See Attached]

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know ~~Eliances~~M3Linked, LLC ("we" or "us), and you are preparing to enter into a Franchise Agreement for the operation of an M3Linked franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

Yes__	No__	1.	Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?
Yes__	No__	2.	Have you received and personally reviewed the Franchise Disclosure Document we provided?
Yes__	No__	3.	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
Yes__	No__	4.	Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
Yes__	No__	5.	Did you receive the Franchise Disclosure Document at least 14 calendar days before signing any agreement relating to the franchise (other than an NDA) or paying any money?
Yes__	No__	6.	Did you receive a complete execution copy of the Franchise Agreement at least seven (7) calendar days before you signed it?
Yes__	No__	7.	Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?
Yes__	No__	8.	Have you discussed the benefits and risks of developing and operating an M3Linked franchise with an existing M3Linked franchisee?
Yes__	No__	9.	Do you understand the risks of developing and operating an M3Linked franchise?
Yes__	No__	10.	Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?
Yes__	No__	11.	Do you understand that you must satisfactorily complete the initial training course before we will allow your franchised business to open or consent to a transfer?
Yes__	No__	12.	Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating an M3Linked franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
Yes__	No__	13.	Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
Yes__	No__	14.	Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an M3Linked franchise will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or

different from, the information contained in the Franchise Disclosure Document?

Yes__ No__ 15. Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the M3Linked business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

______________________________	______________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
______________________________	______________________________
Name (please print)	Name (please print)
Dated ________________________	Dated ________________________
______________________________	______________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
______________________________	______________________________
Name (please print)	Name (please print)
Dated ________________________	Dated ________________________

EXPLANATION OF ANY NEGATIVE RESPONSES [REFER TO QUESTION NUMBER]:

EXHIBIT "I"

TO DISCLOSURE DOCUMENT

GENERAL RELEASE

[See Attached]

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (this "Agreement") is made as of ____________, 202__ (the "Effective Date") by ___________________________, a(n) ____________________ ("you") and each individual holding a direct or indirect ownership interest in you (collectively "Owner") in favor of ~~Eliances~~M3Linked, LLC, a Wyoming limited liability company ("us," and together with you and Owner, the "Parties").

WHEREAS, we signed a Franchise Agreement with you, dated _______, 202____ (the "Franchise Agreement") pursuant to which we granted you the right to own and operate an M3Linked community;

WHEREAS, you have notified us of your desire to transfer the Franchise Agreement and all rights related thereto, or an ownership interest in the franchisee entity, to a transferee, **[enter into a successor franchise agreement]** and we have consented to such transfer **[agreed to enter into a successor franchise agreement]**; and

WHEREAS, as a condition to our consent to the transfer **[your ability to enter into a successor franchise agreement]**, you and Owner have agreed to execute this Agreement upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of our consent to the transfer **[our entering into a successor franchise agreement]**, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, you and Owner hereby agree as follows:

1. Release. Owner, you, and each of your officers, directors, shareholders, members, owners, employees, agents, representatives, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them (the "Franchisee Parties"), hereby release, acquit and forever discharge us, any and all of our past and present affiliates, parents, subsidiaries and related companies, divisions and partnerships, consultants, advisors and franchise sellers and its and their respective past and present officers, directors, shareholders, members, owners, employees, agents, representatives, affiliates, parents, divisions, successors and assigns, and the spouses of such individuals (collectively, the "Franchisor Parties"), from any and all claims, liabilities, damages, expenses, actions or causes of action which any of the Franchisee Parties may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, directly or indirectly arising out of or relating to the execution and performance (or lack thereof) of the Franchise Agreement or the offer, sale or acceptance of the franchise related thereto (including, but not limited to any disclosures and representations made in connection therewith). The foregoing release shall not be construed to apply with respect to any obligations contained within this Agreement.

2. California Law. You and Owner hereby express your intention to release all existing claims, whether known or unknown, against the Franchisor Parties. Accordingly, you and Owner hereby waive Section 1542 of the California Civil Code, which provides the following:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

> [Section 2 only applies for California franchisees; otherwise it is omitted]

3. Nondisparagement. Each of the Franchisee Parties expressly covenant and agree not to make any false representation of facts, or to defame, disparage, discredit or deprecate any of the Franchisor Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Franchisor Parties, the business conducted by any of the Franchisor Parties or the reputation of any of the Franchisor Parties. For purposes of clarity, the obligations in this Section apply to all methods of communications, including the making of statements or representations through direct verbal or written communication as well as the making of

statements or representations on the Internet, through social media sites or through any other verbal, digital or electronic method of communication. The obligations in this Section also prohibit the Franchisee Parties from indirectly violating this Section by influencing or encouraging third parties to engage in activities that would constitute a violation of this Section if conducted directly by a Franchisee Party.

4. Representations and Warranties. You and Owner each represent and warrant that: (i) [Insert franchisee entity name] is duly authorized to execute this Agreement and perform its obligations hereunder; (ii) neither you nor Owner has assigned, transferred or conveyed, either voluntarily or by operation of law, any of their rights or claims against any of the Franchisor Parties or any of the rights, claims or obligations being terminated or released hereunder; (iii) you and Owner have not and shall not (a) institute or cause to be instituted against any of the Franchisor Parties any legal proceeding of any kind, including the filing of any claim or complaint with any state or federal court or regulatory agency, alleging any violation of common law, statute, regulation or public policy premised upon any legal theory or claim whatsoever relating to the matters released in this Agreement or (b) make any verbal, written or other communication that could reasonably be expected to damage or adversely impact any Franchisor Party's reputation or goodwill; and (iv) the individuals identified as Owners on the signature pages hereto together hold 100% of the legal and beneficial ownership interests in [Insert franchisee entity name].

5. Miscellaneous.

(a) The Parties agree that each has read and fully understands this Agreement and that the opportunity has been afforded to each Party to discuss the terms and contents of said Agreement with legal counsel and/or that such a discussion with legal counsel has occurred.

(b) This Agreement shall be construed and governed by the laws of the State of Arizona.

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

(d) All of the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective current and future directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, successors, affiliates, and assigns.

(e) This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and is in lieu of all prior and contemporaneous agreements, understandings, inducements and conditions, expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified except in a writing signed by each of the Parties.

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

(g) The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the transactions contemplated hereby.

(h) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FRANCHISEE:

____

By: ____
Name: ____
Its: ____

FRANCHISE OWNERS:

____
Name: _______________________________

____
Name: _______________________________

____
Name: _______________________________

EXHIBIT "J"

TO DISCLOSURE DOCUMENT

MULTI-STATE ADDENDA

[See Attached]

MULTI-STATE ADDENDA

The following are additional disclosures for the Disclosure Document of ~~Eliances~~M3Linked, LLC required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

FOR THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Area Development Agreement for ~~Eliances~~M3Linked, LLC is amended as follows:

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise to be delivered together with the disclosure document.

2. Neither the franchisor nor any person or franchise broker in Item 2 of the FDD 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 such association or exchange.

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

4. 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.).

5. 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.

6. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. The franchise agreement requires binding arbitration. The arbitration will occur at Maricopa County, Arizona with the costs split evenly between the parties.

8. 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.

9. The franchise agreement requires application of the laws of the State of Arizona. This provision may not be enforceable under California law.

10. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

11. 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).

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF

~~3.~~1. ~~The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise to be delivered together with the disclosure document.~~

~~4.~~1. ~~Neither the franchisor nor any person or franchise broker in Item 2 of the FDD 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 such association or exchange.~~

~~5.~~1. ~~California Business and Professions Code 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.~~

~~6.~~1. ~~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.).~~

~~7.~~1. ~~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.~~

~~8.~~1. ~~The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.~~

~~9.~~1. ~~The franchise agreement requires binding arbitration. The arbitration will occur at Maricopa County, Arizona with the costs split evenly between the parties.~~

~~10.~~1. ~~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.~~

~~11.~~1. ~~The franchise agreement requires application of the laws of the State of Arizona. This provision may not be enforceable under California law.~~

~~12.~~1. ~~Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.~~

~~13.~~1. ~~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).~~

12. ~~OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT.~~FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF ~~BUSINESS OVERSIGHT at http://www.dbo.ca.gov.~~FINANCIAL PROTECTION & INNOVATION AT https://dfpi.ca.gov/.

13. Item 8 of the Franchise Disclosure Document is amended to add the following language to the section entitled “Franchisor Revenues from Source Restricted Purchases”:

> “We have not yet established a brand and system development fund.”

14. Item 11 of the Franchise Disclosure Document is amended to add the following language to the section entitled “Brand and System Development Fund”:

> “As of the issuance date of this Disclosure Document, we have not established a brand and system development fund.”

15. Item 12 of the Franchise Disclosure Document is amended to delete the first sentence of the second paragraph of the section entitled “Your Exclusive Territory” and replace it with the following:

> “Your territory will be exclusive. By “exclusive,” we mean that we will not establish either a company-owned or franchised outlet providing the same or similar goods or services under the same or similar trademarks or service marks.”

16. Exhibit B of the Franchise Disclosure Document is amended to state that the franchisor's agent for service of process is the following:

Commissioner of ~~Business Oversight, Department of Business Oversight~~Financial Protection and Innovation
Department of Financial Protection & Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013

FOR THE STATE OF ILLINOIS

1. The State Cover Page of the Franchise Disclosure Document is amended to delete the third risk factor in its entirety and replace it with the following:

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

2. The State Cover Page of the Franchise Disclosure Document is amended to add the following risk factors:

"4. 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.
5. YOU MUST MAINTAIN MINIMUM GROSS REVENUE PERFORMANCE LEVELS. YOUR INABILITY TO MAINTAIN THESE LEVELS MAY RESULT IN LOSS OF TERRITORIAL RIGHTS, TERMINATION OF YOUR FRANCHISE, AND LOSS OF YOUR INVESTMENT.

6. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN IF YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARTIAL AND PERSONAL ASSETS (PERHAPS INCLUDING YOUR HOUSE) AT RISK IF YOUR FRANCHISE FAILS."

3. Item 5 of the Franchise Disclosure Document is amended to add the following:

"**Fee Deferral**
All fees referenced in Item 5 of this Disclosure Document are subject to deferral pursuant to order of the Illinois Attorney General's Office based upon our financial condition as reflected in our financial statements. Accordingly, you will pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the franchised business."

4. You must sign a general release in order to renew or transfer your franchise. Any such release must comply with the provisions of the Illinois Franchise Disclosure Act (the "Act").

5. In accordance with Section 4 of the Act, and Section 200.608 of the regulations promulgated under the Act, the governing law, jurisdiction and venue shall be the State of Illinois. However, any

arbitration proceeding may be brought in Maricopa County, Arizona in accordance with Section 24 of the Franchise Agreement.

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

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

8. All fees referenced in the Franchise Agreement and Area Development Agreement are subject to deferral pursuant to order of the Illinois Attorney General's Office based upon their review of our financial condition as reflected in our financial statements. Accordingly, you will pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the franchised business or commence operating the first franchised business established under the ADA.

FOR THE STATE OF MARYLAND

1. Item 5 of the Disclosure Document is amended to add the following:

> "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. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens."

2. ITEM 17 of the Disclosure Document is amended to add the following:

The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply any liability under the Maryland Franchise Registration and Disclosure Law.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

In the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

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

2. The Franchise Disclosure Questionnaire, which is attached to the Disclosure Document as Exhibit H, is amended as follows:

All representations requiring prospective franchisees to assent to the release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FOR THE STATE OF NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR 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, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

FOR THE STATE OF VIRGINIA

The State Cover Page of the Franchise Disclosure Document is amended to add the following risk factor:

> "Your failure to meet the required Gross Revenue quota may result in the termination of your franchise."

ITEM 17 of the Disclosure Document is amended to add the following:

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

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee/area developer to surrender any right given to him under the applicable agreement. If any provision of the Franchise Agreement or Area Development Agreement involves the use of undue influence by the franchisor to induce a franchisee/area developer to surrender any rights given to him under the applicable agreement, that provision may not be enforceable.

FOR THE STATE OF WASHINGTON

1. The State Cover Page of the Franchise Disclosure Document is amended to add the following risk factor:

   "4. 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."

2. Items 17(u) through 17(w) of the Franchise Disclosure Document are amended to add the following language:

   "This provision is subject to state law."

3. 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.

4. In any litigation, arbitration, or mediation involving a franchise purchased in Washington, the site thereof shall be either in the state of Washington, or in a place mutually agreed upon at that time, or as determined by the judge, arbitrator, or mediator, as applicable.

5. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

6. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period

for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

7. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

8. All fees payable to us under the terms of the Franchise Agreement and Area Development Agreement are subject to deferral pursuant to order of the State of Washington. Accordingly, you shall pay no fees to us until we have completed all of our material pre-opening responsibilities to you and commence operating the franchised business under the Franchise Agreement or commence operating the first franchised business established under the Area Development Agreement. Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Area Development Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.

EXHIBIT "K"

TO DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	~~June 1, 2020 (amended August 12, 2020)~~
Hawaii	
Illinois	~~March 17, 2020 (amended July 27, 2020)~~
Indiana	~~July 27, 2020~~
Maryland	~~June 18, 2020 (amended August 24, 2020~~
Michigan	~~March 3, 2020 (amended July 21, 2020)~~
Minnesota	
New York	~~July 20, 2020 (amended November 16, 2020)~~
North Dakota	
Rhode Island	
South Dakota	
Virginia	~~July 9, 2020 (amended August 6, 2020)~~
Washington	~~April 3, 2020 (amended September 8, 2020)~~
Wisconsin	~~July 21, 2020~~

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

EXHIBIT "L"

TO DISCLOSURE DOCUMENT

<u>RECEIPTS</u>

[See Attached]

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 ~~Eliances~~M3Linked, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If M3Linked, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are:

_____ David Letourneau; 15010 N. 78th Way, Suite 103, Scottsdale, Arizona 85260; (602) 625-6607
_____ Scott Hansbury; 15010 N. 78th Way, Suite 103, Scottsdale, Arizona 85260; (602) 625-6607
_____ Steven Nelick; 255 E. Brown Street, Suite 103, Birmingham, Michigan 48009; (317) 513-7999
_____ Jim Lareau; 909 Pierce St., Birmingham, Michigan 48009; (513) 917-5636
_____ Teresa Wade; 2340 Stockton Walk Lane, Snellville, Georgia 30078; (615)957-0888
_____ Martin Welch; 264 Rope Mill Rd., Woodstock, Georgia 30188; (404) 844-8661
_____ ________________; ________________________________; ____________________

Issuance Date: April 15, 2021

M3Linked, LLC's agent to receive service of process is listed in EXHIBIT "B" to this Disclosure Document.

I received a Franchise Disclosure Document that included the following Exhibits:

EXHIBIT "A" State Agencies and Administrators
EXHIBIT "B" Agent for Service of Process
EXHIBIT "C" Franchise Agreement
EXHIBIT "D" Area Development Agreement
EXHIBIT "E" Table of Contents of the Confidential Brand Standards Manual
EXHIBIT "F" List of Franchisees
EXHIBIT "G" Financial Statements of M3Linked, LLC
EXHIBIT "H" Franchisee Disclosure Questionnaire
EXHIBIT "I" General Release
EXHIBIT "J" Multi-State Addenda
EXHIBIT "K" State Effective Dates
EXHIBIT "L" Receipts

____
Print Name

______________________ ______________________________
Date (Signature) Prospective Franchise Owner

____

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to M3Linked, LLC.)

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This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language.

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____ Martin Welch; 264 Rope Mill Rd., Woodstock, Georgia 30188; (404) 844-8661
~~Texas 76705; (303) 912-9977~~
~~____ Frederick Hildebrand III; 345 Route 17 South, Suite 48, Upper Saddle River, New Jersey 07458; (800) 206-5454~~
____ ______________; ____; ____________________

Issuance Date: ~~February 18, 2020 (amended July 21, 2020)~~April 15, 2021

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Print Name

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Date (Signature) Prospective Franchise Owner

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M3Linked, LLC.)

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Print Name

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(Signature) Prospective Franchise Owner

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