FRANCHISE DISCLOSURE DOCUMENT

Matterhorn Fit Franchisor LLC
20010 Riverbrooke Run
Estero, FL 33928
Tel: (239) 236-9491
www.matterhornfitfranchise.com
info@matterhornfit.com

We offer franchises for the operation of a "Matterhorn Fit Facility" offering pain relief, rehabilitation, personal training, elite level training, and nutritional services.

The total investment necessary to begin operations of a Matterhorn Fit Facility franchise ranges from $263,627 to $423,657. This amount includes $50,000 to $51,000 that must be paid to the franchisor or its affiliates. If you want development rights, you must pay the franchisor or its affiliate a development fee equal to $50,000 (the initial franchise fee for the first Matterhorn Fit Facility) plus a deposit of $25,000 for the second and each additional Matterhorn Fit Facility you will develop (you must develop a minimum of 2 Matterhorn Fit Facilities).

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

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 Ryan Vesce at 20010 Riverbrooke Run, Estero, FL 33928 and (239) 236-9491.

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

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

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

Issuance date of this Franchise Disclosure Document: October 11, 2023

STATE COVER PAGE

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

What You Need To Know About Franchising *Generally*

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

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

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

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to clients, 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 requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation in the city in which the franchisor's then current principal business address is located (currently, Estero, Florida). Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in the city in which franchisor's then current principal business address is located (currently Estero, Florida) than in your own state.

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

3. **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.

4. **Inventory/Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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.

“DISCLOSURES REQUIRED BY CONNECTICUT LAW”

The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

SELLER: Matterhorn Fit Franchisor LLC

ISSUANCE DATE: October 11, 2023

TABLE OF CONTENTS

ITEM		PAGE
Item 1	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
Item 2	BUSINESS EXPERIENCE	2
Item 3	LITIGATION	3
Item 4	BANKRUPTCY	3
Item 5	INITIAL FEES	3
Item 6	OTHER FEES	5
Item 7	ESTIMATED INITIAL INVESTMENT	9
Item 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	12
Item 9	FRANCHISEE'S OBLIGATIONS	17
Item 10	FINANCING	18
Item 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	19
Item 12	TERRITORY	30
Item 13	TRADEMARKS	33
Item 14	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	35
Item 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	36
Item 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	37
Item 17	RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	37
Item 18	PUBLIC FIGURES	43
Item 19	FINANCIAL PERFORMANCE REPRESENTATIONS	43
Item 20	OUTLETS AND FRANCHISEE INFORMATION	45
Item 21	FINANCIAL STATEMENTS	47
Item 22	CONTRACTS	48
Item 23	RECEIPTS	48

LIST OF EXHIBITS

Exhibit A	List of State Administrators
Exhibit B	List of State Agents for Service of Process
Exhibit C	Franchise Agreement
Exhibit D	Development Agreement Rider
Exhibit E	State Addenda to Franchise Agreement
Exhibit F	Financial Statements
Exhibit G	Operations Manual Table of Contents
Exhibit H	Sample Form of General Release
Exhibit I	Lists of Current and Former Franchise Owners
Exhibit J	Franchise Owner Disclosure Questionnaire
Exhibit K	State Addenda to Disclosure Document

APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT K.

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is Matterhorn Fit Franchisor LLC ("we," "us," or "our"). "You" means the individual or entity that buys the franchise. If you are a corporation, partnership, limited liability company, or other entity, your owners must sign our "Guaranty and Assumption of Obligations," which means that all of the provisions of the Franchise Agreement (a form of which is attached as Exhibit C) also will apply to your owners.

We are a Delaware limited liability company formed on May 18, 2023. Our principal business address is 20010 Riverbrooke Run, Estero, FL 33928. We operate under our legal name, the name "Matterhorn Fit" and no other name. If we have an agent in your state for service of process, we disclose that agent in Exhibit B. We have not previously conducted business in this or any other line of business and we are offering franchises for the first time in this or any line of business with this Disclosure Document.

Our parent companies are SRK1 LLC ("SRK1"), a Florida limited liability company formed on November 9, 2021, and Matterhorn Fit LLC ("MFLLC"), a Florida limited liability company formed on August 30, 2018. SRK1 and MFLLC do not provide products or services to franchise owners of Matterhorn Fit Facilities. SRK1 owns and licenses the use of the Marks to us. SRK1 and MFLLC share the principal address of 25330 Bernwood Drive Suite #2, Bonita Springs, FL 34135 and do not offer franchises in any line of business. We also have affiliates (MH Fit Bonita LLC and MH Fit Naples LLC) that own and operate company-owned Matterhorn Fit Facilities in Florida. Except as described above, we have no parents, predecessors or affiliates that must be disclosed in this item.

We grant franchises for businesses operating under the "Matterhorn Fit" name and other trademarks, trade names, service marks, and commercial symbols (collectively, the "Marks"). For reference purposes in this Disclosure Document, we collectively refer to all businesses using the System (defined below) and the Marks as "Matterhorn Fit Facilities," and we call the Matterhorn Fit Facility that you will operate your "Facility." Matterhorn Fit Facilities offer pain relief, rehabilitation, personal training, elite level training, nutritional services and other services that we may authorize (collectively, "Services") using the Marks and the System (defined below).

Matterhorn Fit Facilities use our business formats, methods, procedures, signs, designs, layouts, standards, Services, specifications and Marks (the "System"), all of which we may improve, further develop or otherwise modify. If you acquire a franchise, you must operate your Facility according to the System. Your Facility will be operated from a site we accept located at the principal business address listed on Exhibit B of the Franchise Agreement (the "Premises").

You must operate your Facility in compliance with the System and as set forth in the Franchise Agreement and our confidential operations manual, which consists of the materials we generally furnish to franchisees online for use in the operation of Matterhorn Fit Facilities (the "Operations Manual"). Your Facility must meet our specifications as to exterior and interior decor,

furniture and logos, and equipment. Your Facility must have the managers and personnel in sufficient numbers as necessary to promptly, efficiently and effectively service clients.

We also may grant multi-unit development rights to qualified franchise owners, who then will have the right to develop a minimum of 2 Matterhorn Fit Facilities within a defined area (the "Development Area") over a specific time period or according to a pre-determined development schedule (the "Development Schedule"). These franchise owners may open and operate Matterhorn Fit Facilities directly or through controlled affiliates. Our Development Agreement Rider to the Franchise Agreement is attached as Exhibit D. (See Items 5 and 12)

The market for pain relief, rehabilitation, personal training, elite level training, and nutritional services is well developed and highly competitive. You will compete with numerous boutique fitness facilities, physical therapy practices, chiropractors, gyms, health clubs, and personal trainers. Competitors include independently owned and operated businesses as well as regional and national chains.

You must comply with existing laws, regulations, and ordinances that apply generally to all businesses, such as the Americans with Disabilities Act, federal wage and hour laws and state law equivalents, the Affordable Care Act, the Occupational Safety and Health Act, anti-terrorism and anti-corruption laws (such as the Patriot Act and the Foreign Corrupt Practices Act), and data protection and privacy laws (such as credit card protection under the U.S. Fair and Accurate Credit Transactions Act, or "FACTA"). It is your sole responsibility to comply with all applicable laws, and to obtain and maintain all necessary licenses and permits required by public authorities. You should investigate these laws that may apply to the rehabilitation and fitness industry and to all businesses in general.

You must also comply with all existing regulations concerning the Services that apply specifically to the rehabilitation and fitness industry. For example, state and local governments and other agencies have laws and regulations relating specifically to health and fitness establishments, including laws requiring medical equipment in the club, limiting the supplements that health and fitness clubs can sell, and imposing other restrictions on service packages that health or fitness clubs sell. You also must comply with all laws, regulations, and ordinances related to athletic training, including, for example, any laws, regulations, and ordinances that require that a medical professional oversee any of the Services.

Item 2

BUSINESS EXPERIENCE

Co-Founder and Chief Executive Officer: Ryan Vesce

Mr. Vesce has served as one of our Co-Founders and our Chief Executive Officer since our formation in May 2023. He has also been a principal of our affiliates that operate Matterhorn Fit Facilities in Florida since October 2018.

Co-Founder and Director of Health & Performance: Sean Sullivan

Mr. Sullivan has served as one of our Co-Founders and our Director of Health & Performance since our formation in May 2023. He has also been a principal of our affiliates that operate Matterhorn Fit Facilities in Florida since October 2018.

Partner and Chief Financial Officer: Kenny Turano

Mr. Turano has been our Partner and Chief Financial Officer since our formation in May 2023. He has also been a principal of our affiliates that operate Matterhorn Fit Facilities in Florida since August 2021. From February 2019 to June 2021, Mr. Turano was a principal of Rose Capital located in Greenwich, Connecticut. From June 2013 to December 2018, Mr. Turano was a trader at Brenner West Capital Partners located in New York, New York.

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy proceedings are required to be disclosed in this Item.

Item 5

INITIAL FEES

Franchise Agreement

Initial Franchise Fee

If we grant you a franchise for a Matterhorn Fit Facility, then when you sign the Franchise Agreement, you must pay us a non-recurring initial franchise fee (the "Initial Franchise Fee") in the amount of $50,000. The Initial Franchise Fee is fully earned by us when paid and is not refundable under any circumstances, except as provided below in this Item 5. The Initial Franchise Fee is uniform as to all franchise owners purchasing a franchise for a Matterhorn Fit Facility.

You may be eligible to receive a refund of your Initial Franchisee Fee (less any costs or expenses incurred by us for administration or training of you and your employees/managers and for setting up your Facility) if your required attendees to our initial training program described in Item 11 below cannot complete initial training to our satisfaction, we terminate your Franchise Agreement (at our option), and you sign and submit to us a release of claims in a form we prescribe (a sample of which is attached as Exhibit H).

Additional Onsite Assistance Fee

We will perform one onsite visit at no cost while you are identifying the site for your Facility, but if you request and we provide (at our option) additional onsite assistance, you must pay us a non-refundable per visit fee at our then current rate and reimburse us for any out-of-pocket expenses that we incur in providing the assistance, including costs of transportation, lodging, and meals. We currently charge $500 per additional site visit and estimate your cost will be between $0 (for no additional site visits) and $1,000 (for 2 additional site visits).

Development Agreement Rider

If we allow you to sign our Development Agreement Rider to the Franchise Agreement because you commit to develop a minimum number of Matterhorn Fit Facilities in a Development Area, we currently charge a development fee that you must pay in full when you sign the Development Agreement Rider. The development fee due equals the full $50,000 Initial Franchise Fee for the first Matterhorn Fit Facility covered by that Franchise Agreement plus a fee of $25,000 for each subsequent Matterhorn Fit Facility you commit to develop. The balance of the Initial Franchise Fee (that is, the remaining $25,000) for each Matterhorn Fit Facility is due when you sign our then-current Franchise Agreement for that Matterhorn Fit Facility. We and you will determine the number of Matterhorn Fit Facilities you must develop, and the dates by which you must develop them, before signing the Development Agreement Rider.

The development fee is not refundable under any circumstances. If you sign the Development Agreement Rider, pay the development fee, and then cannot find sites for Matterhorn Fit Facilities or choose not to perform for another reason (in which case the first Franchise Agreement and/or the Development Agreement Rider is terminated), we may keep the entire development fee and need not return any money to you.

Range of Pre-Opening Amounts Received During Prior Fiscal Year

Because we are offering franchises for Matterhorn Fit Facilities for the first time with this Disclosure Document, we did not receive any amounts toward the pre-opening fees described above from any franchise owners under Franchise Agreements or Development Agreement Riders during our prior fiscal year.

Item 6

OTHER FEES

Column 1 Type of Fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Continuing Service and Royalty Fee ("Royalty")	7% of monthly Gross Sales[2] subject to the minimum annual Royalty described in Note 2 below (the Minimum Annual Royalty").	5th day of each month[2]	"Gross Sales" means all revenue that you derive from operating your Facility, including, but not limited to, all amounts that you receive at or away from the Premises, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions and all other income of every kind and nature related to your Facility, but (1) excluding all federal, state, or municipal sales, use, or service taxes collected from clients and paid to the appropriate taxing authority and (2) reduced by the amount of any documented refunds, credits, allowances, and charge-backs your Facility in good faith gives to clients, which are approved by us in writing.
System Advertising Fund Contribution ("Fund Contribution")	Up to 2% of monthly Gross Sales (currently 2% of monthly Gross Sales)	5th day of each month[2]	Fund contributions are payable in the same manner as the Royalty. See Item 11 for a detailed discussion about the System Advertising Fund (the "Fund").
Local Advertising	$2,000 per month (reduced to $1,500 per month if your Facility's average Gross Sales (measured over the prior 6-month period) exceed $30,000 per month; the $2,000 per month fee will be reinstated if your Facility's rolling 6-month average Gross Sales is below $30,000)	As incurred	You must spend this amount on local marketing activities for the Facility according to our guidelines.
Cooperative Advertising Programs	Up to 2% of Gross Sales, unless increased by vote of 67% or more of the Matterhorn Fit Facilities operating in your defined Advertising Coverage Area [3]	As Cooperative Advertising Program directs	No Cooperative Advertising Program yet exists for any Matterhorn Fit Facilities as of this Disclosure Document's issuance date.
Technology Fees	$300 per month	As incurred	You are required to pay a technology fee of $300 per month for the use of certain

Column 1 Type of Fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			technologies (the "Technology Fee"). The monthly payment currently covers proprietary software and franchisee web hosting and maintenance.
Initial Training Fee	Then current training fee per person for our initial training program (currently, $500 per person, per day, plus expenses)	As incurred	We provide initial training for you (or your managing owner), the manager-level employee you appoint (the "General Manager"), and one additional employee at no additional cost (see Item 11). We will charge you an initial training fee for any trainee beyond the 3 attendees (see Item 11)
Additional or Renewal Training and Assistance	Then current training fee per person for additional training during the term of the Franchise Agreement (currently, $500 per person, per day)	As incurred	We may charge you for additional or special assistance or training you need or request or that we may require during the franchise term. These amounts also apply to on-site consultation services we may provide at the Facility during the franchise term (including any additional or special guidance, assistance, or training you request during the initial on-site support period) and for new Facility Managers you may hire or appoint during the franchise term
Annual Franchise Owner Conference Registration Fee	Our then-current charge to attend any franchisee conference we schedule (currently between $800 and $1,200 per person that attends)	As required	Required for each annual franchise owner conference we schedule.
Transfer Fee (Controlling Interest)	The greater of $12,500 or 25% of our then-current Initial Franchise Fee	50% due upon your notification to us of your intent transfer and 50% on closing of transfer	Payable when you transfer the franchise or your ownership.
Transfer Fee (Non-Controlling Interest)	$2,500	Upon demand	Payable when you transfer ownership.
Transfer to Entity	Our actual costs	Upon demand	If you are transferring the Franchise Agreement to an entity that you control, you will not be required to pay a transfer fee but you must pay our actual costs.
Relocation	$10,000	Upon demand	Applicable to relocation in the event your lease expires or is terminated without your fault, or if the site for the Premises is destroyed, condemned, or otherwise rendered unusable.

Column 1 Type of Fee[(1)]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Renewal	$5,000	Upon signing a Successor Franchise Agreement	You must meet certain conditions to have the option to acquire a successor franchise
Testing	The cost of inspection and testing	As incurred	This covers our costs and expenses for evaluating and testing new products or inspecting new suppliers you propose
Audit	The cost of inspection or audit (including any mystery shopper program), which we estimate to be $250 per instance.	Upon invoice	Due if you do not give us reports, supporting records, or other required information
Interest on overdue amounts	4% above the prime rate of interest on the first day of each month or the maximum rate allowable by applicable law[(3)]	As agreed	Due on all overdue amounts
Insurance	You must reimburse our costs	As incurred	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us
Insufficient Funds Processing Fee	$250, plus our expenses	As incurred	Due if you have insufficient funds in your EDTA to cover a payment, or, if you pay by check, a check is returned for insufficient funds
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Due when you do not comply with the Franchise Agreement
Brand Damages	Will vary under circumstances[(4)]	As incurred	Due only if we terminate the Franchise Agreement before it expires, in which case you must pay us for all Brand Damages related to the early termination
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims from your Facility's operations and other damages we incur
Management Fee	Direct out-of-pocket costs and expenses (plus $250 per day)	As incurred	Due when we (or a third-party we designate) manage your Facility after your or your managing owner's death or disability or upon your default or abandonment
Administrative Fee	$500 per day that we have the right to terminate the Franchise Agreement	As incurred	Due when you do not comply with the Franchise Agreement

_____

1/ Except for product and service purchases described in Item 8, and except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us or our affiliates. Except as noted above, all fees are uniform and nonrefundable.

2/ Before your Facility begins operating, you must sign and deliver to us the documents we require to authorize us to debit your business checking account automatically for the Royalty, Fund contributions, and other amounts due under the Franchise Agreement and for your purchases from us and/or our affiliates (the "Electronic Depository Transfer Account" or "EDTA"). We will debit the EDTA for these amounts on their due dates. Funds must be available in the EDTA for withdrawal. We may require payment other than by automatic debit, and you must comply with our payment instructions.

If you do not report your Facility's Gross Sales, we may debit your EDTA for 120% of the last Royalty and Fund contribution that we debited. If the amounts we debit are less than the amounts you actually owe us, then we will debit your EDTA for the remaining balance on the day we specify. If the amounts we debit are greater than the amounts you actually owe us, then we will credit the excess against the amounts that we otherwise would debit from your EDTA during the following month less a 10% administrative fee on the excess amount due to your failure to report.

In the event the Royalty paid during any 12-month period following the opening of your Facility is less than the Minimum Annual Royalty applicable to that period as specified in this Note, you must, within 15 days following the end of the month in which the anniversary of the opening date of your Facility occurs, also pay to us the difference between the Royalty you actually paid during the applicable 12-month period and the Minimum Annual Royalty applicable to that period as provided below. The Minimum Annual Royalty payable each 12 month period following the opening of your Facility is: (i) for the first 12-month period following the opening of your Facility, $10,500; (ii) for the second 12-month period following the opening of your Facility, $15,750; (iii) for the third 12-month period following the opening of your Facility, $22,750; and (iv) for the fourth and each subsequent 12-month period following the opening of your Facility, $28,000 (including any 12-month periods during any renewal term, if applicable) plus a compound annual increase of 5% per 12-month period, or a lower compound annual increase determined by us in our discretion for any renewal term.

In the event the Royalty you actually paid us in any 12-month period exceeds the specified Minimum Annual Royalty Fee for the 12-month period, then no additional amount is due and payable to us.

3/ If there is no applicable legal maximum rate, interest will be calculated at the rate of 4% above the prime rate of interest on the first day of each month for the past due amount, as published in The Wall Street Journal.

4/ Brand Damages include all damages, costs, expenses, attorneys' and experts' fees directly or indirectly related to early termination, including lost Royalties, lost Fund contributions, lost profits, loss of goodwill and damage to our Marks and reputation, lost opportunities, travel and personnel costs, expenses that we may incur in developing or finding another franchise owner to develop a new Matterhorn Fit Facility in the Protected Territory, and any other lost payments or benefits we would have received for the balance of the term of the Franchise Agreement after the effective date of termination.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

COLUMN 1 TYPE OF EXPENDITURE	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Initial Franchise Fee (1)	$50,000	Lump Sum	Upon signing Franchise Agreement (and, if applicable, Development Agreement Rider)	Us
Design Fee	$2,000 - $4,000	Lump Sum	Upon signing Franchise Agreement	Outside Suppliers
Additional Onsite Assistance (2)	$0 – $1,000	As Agreed	As Incurred	Us
Grand Opening Advertising (3)	$15,000	As Agreed	As Incurred	Outside Suppliers
Rent (first 2 and last month) (4)	$13,500 - $27,000	As Agreed	As Incurred	Landlord
Leasehold Improvements (5)	$13,500 - $58,000	As Agreed	As Incurred	Outside Suppliers
Furniture & Fixtures (6)	$28,700 - $59,500	As Agreed	As Incurred	Outside Suppliers
Signage (7)	$5,000 - $15,000	As Agreed	As Incurred	Outside Suppliers
Equipment Cost (8)	$65,000 - $90,000	As Agreed	As Incurred	Outside Suppliers
Tech Fees (9)	$3,533 - $5,420	As Agreed	As Incurred	Outside Suppliers
Computer / Tech Hardware (10)	$6,500 - $11,000	As Agreed	As Incurred	Outside Suppliers
Supplies and Initial Inventory	$3,500 - $6,000	As Agreed	As Incurred	Outside Suppliers
Insurance (11)	$1,400 - $2,425	As Agreed	As Incurred	Insurance Company
Business Licenses & Permits	$2,291 - $3,249	As Agreed	As Incurred	Government Agencies
Training and Travel (12)	$4,000 - $7,500	As Agreed	As Incurred	Outside Suppliers
Legal and Accounting Fees (13)	$2,000 - $3,500	As Agreed	As Incurred	Outside Suppliers
Additional Funds – 3 months (14)	$47,303 - $65,063	As Incurred	As Incurred	Third Parties

COLUMN 1 TYPE OF EXPENDITURE	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
TOTAL ESTIMATED INITIAL INVESTMENT (15)	$263,627 - $423,657			

Explanatory Notes

* Except as otherwise provided, all amounts listed in the above table are nonrefundable. No separate initial investment is required when you sign the Development Agreement Rider.

1. Initial Franchise Fee and Technology Startup Fee: We describe the Initial Franchise Fee and Technology Startup Fee in Item 5.

2. The low end of this estimate assume we do not provide any additional onsite visits and the high end of this estimate assumes we provide 2 onsite visits while you are identifying a site for your Facility.

3. During the 16-week period preceding your Facility's anticipated opening date, you must spend a minimum of $15,000 on pre-opening marketing and advertising to promote the grand opening of your Facility and presell service packages.

4. This estimate assumes you will lease the Premises. Rent varies depending on the size of the Premises, its location, landlord contributions, and the requirements of individual landlords. We anticipate most facilities will range in size from 1,800 to 3,500 square feet with rent ranging from $7,500 to $15,000 per month. However, your actual rent may vary significantly above or below this range depending on your area and local market conditions. For example, you may face significantly higher rent in areas such as New York City, San Francisco or Boston. Landlords typically require security deposits equal to 1- or 2-months' rent and may, in addition, require payment in advance of the first and/or last (or more) month's rent. The total estimated initial investment shown in the chart above includes 3 months' rent (first 2 and last month's rent). Some franchisees may prefer to own the premises for their Facility. The cost to purchase real estate varies so widely that we cannot reasonably estimate the cost.

5. Leasehold improvements may include necessary construction work, landscaping and grading of the Premises and parking lots, and other alterations to the proposed site to create a suitable retail space for the Facility. This estimate excludes any allowances for tenant improvements that you may receive from the landlord of the Premises. The cost of leasehold improvements and build-out vary widely based upon a number of factors, including the size and condition of the Premises, whether or not there are any existing leasehold improvements and whether the landlord will contribute to the cost of the improvements. These costs can also be affected by the prevailing wage rate in your local market and local demand for construction services.

6. The costs for furniture, fixtures and equipment vary depending on the size, configuration and condition of the Facility.

7. You must purchase and install the signage we specify. However, you may need to modify our standard signage to conform to local zoning laws, property use restrictions and/or lease terms. In some instances, exterior signage may be prohibited due to applicable zoning or use restrictions.

8. This estimates your costs to purchase gym flooring and four workable stations, including a rack, barbells, dumbbells, pulleys, bands, bench and other required items for each work station. It also includes an automated external defibrillator, which you must have onsite at all times during business hours.

9. This includes your initial cost to purchase and set up the software for the Technology System (defined in Item 11) at your Facility.

10. You must purchase a Technology System (defined in Item 11) consisting of the hardware components we specify.

11. You must obtain and maintain certain types and amounts of insurance. Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, number of employees, square footage, location, business contents, and other factors bearing on risk exposure. The estimate contemplates insurance costs for 3 months.

12. These estimates are for training costs for 3 people to attend initial training. The low end of the training costs estimate assumes you are located near our training facility and does not include wages for your employees. The high end of the training costs estimate assumes you are not located near our training facility and includes airfare, lodging, food, car rental, and wages for your employees.

13. We recommend that you engage the services of professionals to assist you in evaluating our franchise opportunity and to help you establish your business. This will include your lawyer and accountant.

14. This item estimates your initial start-up expenses (other than the items identified separately in the table). These expenses include: employee payroll (but not any draw or salary for you); initial marketing expenditures for 3 months (not including your grand opening advertising expenditure); bookkeeping and payroll services for 3 months; equipment; installations; security deposits; utility costs; incorporation fees; materials; and any unforeseen incidental expenses related to facilities improvements. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs depend on your management skill, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. We relied on our affiliate's and our executives' experience in operating Matterhorn Fit Facilities and other businesses to compile these estimates.

15. You should review these estimated figures carefully with a business advisor before deciding to acquire the franchise. These amounts are only estimates and your costs could vary considerably depending on the particular circumstances for your Facility. The total estimated initial investment does not include real estate and related costs. We are unable to estimate the cost of purchasing and developing a site for a Facility, as it will vary considerably depending on such factors as the location and size of the site and the local real estate market. These amounts do not include any estimates for debt service. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

The estimates above generally apply to a new Matterhorn Fit Facility. We based these estimates on our affiliates' experience developing, opening and operating Matterhorn Fit Facilities as well as our projections based on similar businesses. If we allow you to purchase an existing company-owned location, then the initial estimates may vary depending on the circumstances to require a greater or smaller investment than shown above in this Item; however, we do not anticipate that the estimated initial investment will cost significantly more than the estimates shown for a new franchise location.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Franchise Agreement

You must operate your Facility according to our System Standards. System Standards may regulate, among other things, the Services; types, models, and brands of equipment (including the Technology System), fixtures, furniture, furnishings, and signs (collectively, "Operating Assets"); products, other equipment and supplies you must use in operating your Facility; unauthorized and prohibited products, equipment, and services; inventory requirements; and designated and approved suppliers of Operating Assets and other items.

In the case of Operating Assets, suppliers may be limited to us, our affiliates, and/or our designated third-party suppliers, and you must buy those Operating Assets during the franchise term only from us, our affiliates, and/or our designated third-party suppliers at the prices we and they decide to charge. We have the absolute right to limit the suppliers with whom you may deal. We restrict your sources of Operating Assets in order to protect our trade secrets, assure quality, assure a reliable supply of products that meet our standards, achieve better terms of purchase and delivery service, control usage of the Marks by third parties, and monitor the manufacture, packaging, processing, and sale of these items.

Currently, you must purchase various software from suppliers that we designate and we will sublicense certain software to you. We may require that you sublicense certain software programs and technology exclusively from us.

Except for certain components of the Technology System(defined in Item 11) and marketing material (as described below), neither we nor any of our affiliates are currently an approved supplier of any products or services. None of our officers currently owns an interest in any designated third-party supplier to the franchise network.

To maintain the quality of the goods and services that Matterhorn Fit Facilities sell (including the Services) and our System's reputation, we may condition your right to buy or lease goods and/or services (besides those described above that you may obtain only from us, our affiliates, and/or other specified exclusive sources) on their meeting our minimum standards and specifications and/or being acquired from suppliers that we approve. We will issue and modify standards and specifications based on our and our Matterhorn Fit franchise owners' experience in operating Matterhorn Fit Facilities. Our standards and specifications may impose minimum requirements for production, performance, reputation, prices, quality, design, and appearance. Our confidential Operations Manual will identify our standards and specifications for the System. We will notify you and, where appropriate, the suppliers, of our standards and specifications. There might be situations where you can obtain items from any supplier who can satisfy our requirements and, therefore, would be an approved supplier.

If we institute any type of restrictive sourcing program and you want to use any item or service that we have not yet evaluated or to buy or lease from a supplier that we have not yet approved or designated, you first must send us sufficient information, specifications, and samples so that we can determine whether the item or service complies with System Standards or the supplier meets our approved supplier criteria. We list examples of our criteria for supplier approval in the following paragraph below in this Item, and we will make available our then current criteria to you, as necessary, upon request if we are asked to evaluate and approve a new supplier, item, or service for use with the System. We may require you or the supplier to reimburse us for our costs and expenses for the evaluation (see Item 6) and will decide within a reasonable time (no more than 120 days). We periodically will establish procedures for your requests and may limit the number of approved items, services, and/or suppliers as we think best.

Supplier approval might depend on product quality, delivery frequency and reliability, service standards, financial capability, client relations, concentration of purchases with limited suppliers to obtain better prices and service, or other criteria. We and our affiliates have the right to receive payments or other material consideration from suppliers on account of their actual or prospective dealings with you and other franchise owners and to use all amounts that we and our affiliates receive without restriction (unless we and our affiliates agree otherwise with the supplier) for any purposes we and our affiliates deem appropriate. Supplier approval might be temporary until we evaluate the supplier in more detail. We may inspect a proposed supplier's facilities during and after the approval process to make sure that the supplier meets our standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier, product, or service. We may charge you our actual costs of inspection and testing of products in connection with our evaluation and approval or disapproval of proposed suppliers.

Neither we nor our affiliates received any payments directly from franchise owners, or from suppliers based on franchise owner purchases, in respect of products or services during the prior fiscal year.

Insurance. Besides these purchases or leases, you must obtain and maintain, at your own expense, the insurance coverage that we periodically require and satisfy other insurance-related obligations underwritten by an insurance company having an A.M. Best's rating of A or higher, a financial size of VII or better and is licensed to do business in the state where your Facility will be located. You currently must have (1) broad form comprehensive public liability, general liability, product liability, and contractual liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the Facility's operation; (2) all risk or special form coverage on your Premises, including boiler and machinery coverage extending to all improvements and alterations, trade fixture, and business personal property having adequate limits to replace all that is damaged as caused by, or occurring in connection with, the Facility's operation; (3) business interruption insurance to cover the rent of the Premises, previous profit margins, maintenance of competent personnel and other fixed expenses for the duration of the interruption to your Facility's operation; (4) if any vehicle is used in connection with the operation of the Facility, automobile liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the Facility's operation; (5) worker's compensation and employer's liability insurance (in amounts authorized by statute), unemployment insurance and state disability insurance (as required by governing law) for your employees; (6) employer's liability insurance (in amounts authorized by statute); (7) unemployment insurance and state disability insurance (as required by governing law) for your employees; (8) employment practices liability insurance; (9) insurance coverage of such type, nature and scope sufficient to satisfy your indemnification obligations; and (10) any additional insurance required by your lessor or master lessor. We also recommend that you obtain the following insurance: (1) cyber security insurance; (2) crime insurance; (3) in connection with any construction, refurbishment, and/or remodeling of the Facility, builder's and/or contractors' insurance (as applicable), lien insurance, and performance and completion bonds in forms and amounts acceptable to us; and (4) umbrella or excess liability insurance providing coverage excess of the underlying general liability, motor vehicle liability and employer's liability insurance above. Premiums depend on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name us and our affiliates, officers, partners, shareholders, members, directors, managers, agents, employees, successors and assignees as additional insured parties. If you fail to obtain or maintain required insurance coverage for your Facility, we may do so on your behalf and invoice you for reimbursement of our costs to arrange the missing coverage.

Advertising Materials. We are an approved (but not the only approved) supplier for marketing materials. Before you use them, you must send us for review samples of all advertising, promotional, and marketing materials that we (or a supplier we may designate, at our option) have not prepared or previously approved. If you do not receive written notice of approval within 10 days after you submit materials to us, they are deemed disapproved. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved.

Matterhorn Fit Facility Development. You are responsible for developing your Facility, and you must use the services of a licensed architect and general contractor. We may give you

mandatory and suggested specifications and layouts for a Matterhorn Fit Facility, including requirements for dimensions, design, image, interior layout, decor, and color scheme. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act ("ADA") or similar rules governing public accommodations for persons with disabilities. You must prepare a site survey and all required construction plans and specifications for your Facility's site and make sure that they comply with the ADA and similar rules, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. We must review and approve all final plans and specifications before you begin constructing your Facility and all revised or "as built" plans and specifications during construction. Our review is only to ensure your compliance with our design requirements. We may inspect (including the use of "mystery clients") your Facility during its development and during the franchise term.

Matterhorn Fit Facility Site. You must submit, for our approval, all information and materials we request regarding any site at which you propose to operate a Matterhorn Fit Facility. We have the right to approve your lease or sublease and to require that you sign our required form of Lease Addendum to any third-party lease you sign (attached as an exhibit to the Franchise Agreement). We may also enter into a master lease for the site of your Facility and sublease the Premises to you.

Collectively, the purchases and leases described above are approximately 90-95% of your overall purchases and leases in establishing the Facility and 90-95% of your overall purchases and leases in operating the Facility.

Neither we nor our affiliates received any revenue or other material consideration during 2022 from selling items to Matterhorn Fit Facility franchise owners, but we may do so in the future. During fiscal year 2022, we received no rebates from any suppliers, but we may do so in the future. We anticipate that we will, but have no obligation to, deposit certain future amounts we receive from suppliers (as a result of purchases made by Matterhorn Fit Facilities from those suppliers) to the Fund for the general benefit of the Marks and the promotion of all Matterhorn Fit Facilities generally.

There currently are no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price terms). We do not currently, but may provide material benefits to Matterhorn Fit Facility franchise owners (for example, renewal or granting additional franchises) based on their purchase of particular products or services or use of particular suppliers.

Development Agreement Rider

The Development Agreement Rider does not require you to buy or lease from us (or our affiliates), our designees, or approved suppliers, or according to our specifications, any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items. You must give us information and materials we request regarding each site at which you propose to operate a Matterhorn Fit Facility so we can assess that site. The information and materials we may request is consistent with the information and materials we may request for site selection under the Franchise Agreement. (See Item 11)

Item 9

FRANCHISEE'S OBLIGATIONS

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

OBLIGATION		SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a.	Site selection and acquisition/lease	Sections 1.D, 2.A, and 2.B of Franchise Agreement; Section 6 of Development Agreement Rider	Items 7, 8, and 12
b.	Pre-opening purchases/leases	Sections 2.A to 2.F and 8 of Franchise Agreement	Items 5, 7, 8, and 11
c.	Site development and other pre-opening requirements	Section 2 of Franchise Agreement	Items 7, 8, and 11
d.	Initial and ongoing training	Section 4 of Franchise Agreement	Items 6, 7, and 11
e.	Opening	Section 2.F of Franchise Agreement; Section 3 of Development Agreement Rider	Item 11
f.	Fees	Sections 2.B, 2.E, 3.A to 3.D, 3.F, 3.G, 4.A to 4.D, 8.C, 8.F, 9, 11.B, 12.C, 13.A, 14.C, 14.F, 15.D, 16.D, and 17.C of Franchise Agreement; Section 5 of Development Agreement Rider;	Items 5, 6, and 7
g.	Compliance with standards and policies/operating manual	Sections 4.C, 4.D, and 8 of Franchise Agreement	Items 8 and 11
h.	Trademarks and proprietary information	Sections 5 and 6 of Franchise Agreement; Section 4 of Development Agreement Rider	Items 13 and 14
i.	Restrictions on products/services offered	Sections 1.D and 8 of Franchise Agreement; Section 4 of Development Agreement Rider	Items 8, 11, 12, and 16
j.	Warranty and customer service requirements	Section 8 of Franchise Agreement	Items 8, 12, and 16
k.	Territorial development and sales quotas	Sections 2, 3, and 6 of Development Agreement Rider	Items 12 and 17
l.	Ongoing product/service purchases	Sections 2.E, 2.F, and 8 of Franchise Agreement	Items 6 and 8

OBLIGATION		SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
m.	Maintenance, appearance, and remodeling requirements	Sections 8 and 13 of Franchise Agreement	Items 8, 11, 16, and 17
n.	Insurance	Section 8.F of Franchise Agreement	Items 7 and 8
o.	Advertising	Section 9 of Franchise Agreement	Items 6, 7, 8, and 11
p.	Indemnification	Section 16.D of Franchise Agreement; Section 10 of Development Agreement Rider	Item 6
q.	Owner's participation/ management/staffing	Sections 1.C, 4, 6, and 8 of Franchise Agreement	Items 11 and 15
r.	Records and reports	Section 10 of Franchise Agreement	Not Applicable
s.	Inspections and audits	Section 11 of Franchise Agreement	Items 6 and 11
t.	Transfer	Section 12 of Franchise Agreement; Section 9 of Development Agreement Rider	Item 17
u.	Renewal	Section 13 of Franchise Agreement	Item 17
v.	Post-termination obligations	Section 15 of Franchise Agreement	Item 17
w.	Non-competition covenants	Sections 7, 12, 15, and 16 of Franchise Agreement	Items 15 and 17
x.	Dispute resolution	Section 17 of Franchise Agreement; Section 10 of Development Agreement Rider	Item 17
y.	Other - Guaranty	Sections 1.C and 12.C of Franchise Agreement; Attachment to Franchise Agreement	Items 1 and 15

Item 10

FINANCING

We and our affiliates do not offer direct or indirect financing. Neither we nor our affiliate will guarantee your note, lease, or obligation.

Item 11

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

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

Pre-Opening Assistance

Before you open and begin operating your Facility, we (or an affiliate, as applicable) will:

1. Accept or reject each site that you propose according to our general criteria for selection of a Matterhorn Fit Facility site. We anticipate that you will operate your Facility in a commercial space that you will lease. The site must meet our criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; size; appearance; and other physical and commercial characteristics. If we deem it necessary, we will require you to use the services of a commercial realtor designated by us, and if so, you agree to work with the realtor and directly pay the agent's fee. We will use our best efforts to accept or reject your proposed site within 15 days after we receive all requisite materials. Your site is deemed rejected if we fail to issue our written approval within the 15-day period. You must submit and receive our approval of an acceptable site within 120 days after the Effective Date. (Franchise Agreement – Sections 1.D, 2.A and 2.B)

2. Approve your third-party lease for the Premises. The lease must be in form and substance we approve, and must include the provisions of our required lease addendum. We may, at our option, assist you to negotiate your third-party lease. You must promptly submit a proposed lease or purchase document for the Premises for our approval following our approval of the site for the Premises or we may terminate the Franchise Agreement. You must deliver to us the approved and fully-signed lease (including the provisions of the lease addendum) within 7 days after you sign the lease or purchase document for the Premises or, if earlier, before the date specified in any Development Agreement Rider that we and you sign**.** (Franchise Agreement – Section 2.B)

3. Designate the Site Selection Area and Protected Territory (as defined Item 12) for your Facility. (Franchise Agreement – Section 1.F)

4. Provide you mandatory and suggested specifications and layouts for a Matterhorn Fit Facility including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings, and color scheme. (Franchise Agreement – Section 2.C)

5. As discussed in Item 8, identify the Operating Assets and related products and services, equipment and supplies that you must use to develop and operate your Facility, the minimum standards and specifications that you must satisfy, and the designated and approved suppliers from whom you must or may buy or lease these items (which may be

limited to and/or include us, our affiliates, and/or other specified exclusive sources). (Franchise Agreement – Sections 2.A, 2.D, and 8)

6. Provide you access to one copy of the online Operations Manual, the current table of contents of which is Exhibit G. As of the date of this Disclosure Document, the Operations Manual contains approximately 137 pages. (Franchise Agreement – Section 4.D)

7. Advise you on your Facility's grand opening advertising program. (Franchise Agreement – Section 9.A)

8. Train you (or your managing owner), your General Manager and one additional employee. (Franchise Agreement – Section 4.A) We describe this training later in this Item.

9. Designate a specific number of Matterhorn Fit Facilities you must develop and open at accepted locations in the Development Area (if we grant you development rights). We also will supply to you our site selection criteria and may put you in contact with a commercial real estate broker in your Development Area. (Development Agreement Rider – Sections 2, 3, and 6) (See Items 5, 12 and 15) Some of the assistance noted above may be performed during the term of a Development Agreement Rider but before the signing of a second or subsequent Franchise Agreement.

Ongoing Assistance

During your operation of your Facility, we (or an affiliate, as applicable) will:

1. Advise you regarding your Facility's operation based on your reports or our inspections. We also will guide you on standards, specifications, and operating procedures and methods that Matterhorn Fit Facilities use; purchasing required and authorized Operating Assets and other products and services and arranging for their distribution to you; advertising and marketing materials and programs; employee training; and administrative, bookkeeping, and accounting procedures. We will guide you in our Operations Manual, bulletins, or other written materials; by electronic media; by telephone consultation; and/or at our office or your Facility. (Franchise Agreement – Section 4.C)

2. Give you, at your request (and our option), additional or special guidance, assistance, and training. (Franchise Agreement – Section 4) (See Item 6)

3. Continue to provide you access to one copy of the Operations Manual, which could include audiotapes, videotapes, compact disks, computer software, other electronic media, and/or written materials. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules ("System Standards") that we periodically require. We may modify the Operations Manual periodically to reflect changes in System Standards. (Franchise Agreement – Sections 4.D and 8)

4. Issue and modify System Standards for Matterhorn Fit Facilities. We periodically may modify System Standards, which may accommodate regional or local variations, and these

modifications may require you to invest additional capital in your Facility and/or incur higher operating costs. (Franchise Agreement – Section 8) (See Item 16)

5. Establish, to the fullest extent allowed by applicable law, maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services. (Franchise Agreement – Section 8.G)

6. Inspect your Facility and observe your Facility's operations to help you comply with the Franchise Agreement and all System Standards. (Franchise Agreement – Section 11.A)

7. Let you use our confidential information. (Franchise Agreement – Section 6)

8. Let you use our Marks. (Franchise Agreement – Section 5)

9. Periodically offer refresher training courses. (Franchise Agreement – Section 4.B) (See Item 6)

10. Advise you on any required remodeling, expanding, redecorating, reequipping and/or refurnishing of the Premises and the Facility at your expense to reflect changes in the operations of Matterhorn Fit Facilities (which we may require once every 5 years). (Franchise Agreement - Section 8.A)

System Advertising Fund

Recognizing the value of advertising and marketing to the goodwill and public image of Matterhorn Fit Facilities, we have established the Fund for advertising, marketing, and public relations programs and materials we deem appropriate, to which you must contribute up to 2% of the Facility's Gross Sales. We may designate a separate entity to operate and administer the Fund. Any such entity will have all of the rights and duties described here. You must contribute to the Fund the amounts that we periodically require. We may collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with Matterhorn Fit Facilities and with whom we have agreed that we will so deposit these allowances.

We may designate a separate entity as we deem appropriate in our sole discretion to operate and administer the Fund. Any such entity will have all of the rights and duties described here. You must contribute to the Fund the amounts that we periodically require. (See Item 6) Matterhorn Fit Facilities that we or our affiliates operate may but need not contribute to the Fund on the same basis as franchise owners. We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with Matterhorn Fit Facilities and with whom we have agreed that we will so deposit these allowances.

We and/or our designee will direct all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and electronic media; costs associated with inbound marketing channels and providers (for example, Google, Facebook, Instagram, TikTok, Pinterest and Yelp); developing, implementing, and maintaining an electronic commerce Website and/or related strategies and

efforts; social media strategy and execution; use of social media influencers; administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising; using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund may advertise locally, regionally, and/or nationally in printed materials, on radio or television, and/or on the Internet.

We will account for the Fund separately from our other funds and not use the Fund for its or our general operating expenses. However, we may use the Fund to pay the reasonable salaries and benefits of personnel who manage, administer and perform activities on behalf of the Fund, the Fund's other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, exposition and show costs, overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including conducting market research; public relations; preparing advertising, promotion, and marketing materials; and collecting and accounting for Fund contributions. Because we did not implement the Fund during our 2022 fiscal year, it has no operating history and is not currently audited.

The Fund is not our asset. The Fund also is not a trust. We have a contractual obligation to hold all Fund contributions for the benefit of the contributors and to use contributions only for their permitted purposes (described above). We do not have a fiduciary obligation to you for administering the Fund. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, re-pay any amounts owed to us or others as borrowed by the Fund in prior periods, or invest any surplus for future use. We do not expect to use any of the Fund contributions specifically to develop materials and programs that will be used principally to solicit franchise owners. However, media, materials, and programs, including our Website, prepared using Fund contributions may describe our franchise program, reference the availability of franchises and related information, and process franchise leads. We will prepare an annual, unaudited statement of Fund collections and expenses and give it to you upon written request. We may have the Fund audited annually, at the Fund's expense, by an independent certified public accountant. We may incorporate the Fund or operate it through a separate entity when we think best. The successor entity will have all of the rights and duties described here.

The Fund may periodically give you samples of advertising, marketing, and promotional formats and materials at no cost. We will sell you multiple copies of these materials at our direct cost of producing them, plus any related shipping, handling, and storage charges.

The Fund is to maximize recognition of the Marks and patronage of Matterhorn Fit Facilities. Although we may use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Matterhorn Fit Facilities, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by Matterhorn Fit Facilities operating in that geographic area or that any Matterhorn Fit Facility benefits directly or in proportion to its Fund contribution from the development of advertising and marketing materials or the placement of advertising. We may use collection agents and institute legal proceedings to collect Fund contributions at the Fund's

expense. We also may forgive, waive, settle, and compromise all claims by or against the Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund.

We may at any time defer or reduce a franchise owner's Fund contributions and, upon 30 days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will distribute all unspent monies to franchise owners, and to us and our affiliates, in proportion to their, and our, respective contributions during the preceding 12-month period. We may reinstate Fund contributions upon the same terms and conditions set forth herein upon thirty (30) days' prior written notice to you. (Franchise Agreement – Section 9.B)

Your Local Advertising

In addition to your Fund contributions and your grand opening advertising obligation, you must, during the second month of the Term and in all subsequent months, spend a minimum of $2,000 per month to advertise and promote your Facility (reduced to $1,500 per month if your Facility's average Gross Sales (measured over the prior 6-month period) exceed $30,000 per month; the $2,000 per month fee will be reinstated if your Facility's rolling 6-month average Gross Sales is below $30,000). You must participate at your own expense in all advertising, promotional and marketing programs that we require. You must send us monthly reports of your marketing expenditures.

Your local advertising and promotion must follow our guidelines. All advertising and promotional materials that you develop for your Facility must contain notices of our website's domain name in the manner we designate. You may not develop, maintain, or authorize any Website or social media account that mentions or describes you or your Facility or displays any of the Marks without our prior written approval in each instance. We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System, including through the use of a page or profile on a social media website such as Facebook, Instagram, TikTok, Pinterest, LinkedIn and Twitter. All advertising, promotion, marketing, and public relations must be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the policies that we periodically require. Before you use them, you must send us or our designated agency for review samples of all advertising, promotional, marketing, and public relations materials that we have not prepared or previously approved. Promotional material includes materials you provide on a Website or similar medium. If you do not receive written approval or disapproval within 10 days after we or our designated agency receives the materials, they are deemed to be disapproved. You may not use any advertising, promotional, marketing, or public relations materials that we have not approved or that we have disapproved.

You must list and advertise your Facility in at least one recommended classified telephone directory distributed within the Protected Territory (in designated business classifications) and use an approved form of classified telephone directory advertisement. If other Matterhorn Fit Facilities are located within the directory's distribution area, we may require you to participate in

a collective telephone directory advertisement with those Matterhorn Fit Facilities and pay your share. (Franchise Agreement – Section 9.C) (See Items 6, 8, and 9)

There is no obligation for us to maintain any advertising program or to spend any amount on advertising in your geographic area.

Cooperative Advertising Programs

We do not have any local or regional cooperative advertising programs, though we may establish such programs in the future. If we do, we will designate an advertising coverage area ("ACA") - local or regional - in which 2 or more Matterhorn Fit Facilities are located in order to establish a cooperative advertising program ("Cooperative Program") for that ACA. An ACA is the area covered by the particular advertising medium recognized in the industry. All franchise owners in the ACA will be required to participate. Each Matterhorn Fit Facility operating in the ACA will have one vote, including Matterhorn Fit Facilities operated by us or our affiliates.

If a Cooperative Program is established for your ACA, you will be required to contribute up to 2% of your Facility's Gross Sales to the Cooperative Program weekly, monthly, or as otherwise specified by fifty percent (50%) or more of the Matterhorn Fit Facilities operating in the ACA. You will not be required to contribute more than 2% of your Facility's Gross Sales to the Cooperative Program unless 67% or more of the Matterhorn Fit Facilities operating in the ACA, including any Matterhorn Fit Facilities operated by us or our affiliates, vote to increase the contributions of all Matterhorn Fit Facilities operating in the ACA in excess of the two percent (2%). Any amounts you contribute to a Cooperative Program will count toward the percentage of Gross Sales you are required to spend to promote your Facility.

We do not have a franchise owner advisory council that advises us on advertising policies.

Technology System

You must obtain and use in your Facility a technology system containing the hardware and software we specify or that we recommend (the "Technology System"). The Technology System currently includes computer systems, point-of-sale system, webcam systems, telecommunications systems, security systems, audio/visual 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 that you must acquire from us or our designated vendor.

Currently, our required Technology System consists of a laptop or computer with high-speed Internet access and video conferencing capabilities and our designated hardware and software for customer relationship management, marketing and social media, accounting, and business management. We estimate the initial investment for our standard Technology System will cost between $6,500 and $11,000, which includes all hardware and software and initial set up costs. You also must pay us the Technology Fee for certain software, technology and related services that we provide or sublicense to you. The Technology Fee also compensates us for certain services we provide for social media management, digital ad management and website design and

maintenance. As of the issuance date of this Disclosure Document, we charge a Technology Fee of $300 per month.

You must also pay ongoing fees and costs for the software, technology, apps, subscriptions and related services to our designated vendors. We estimate that these fees and costs will be between approximately $850 and $1,550 per month.

We may modify the specifications for and components of the Technology System. You will be responsible for the costs of updating and implementing any changes we make to the Technology System.

You will be solely responsible for ongoing maintenance and upgrading of the Technology System. Other than the on-going monthly fees that you are required to pay for the Technology System listed above, the third parties whose Technology System-related products you purchase or lease have no contractual rights or obligations to provide ongoing maintenance, repairs, upgrades or updates unless you obtain a service contract or a warranty that covers the product.

All software must meet the technical and security standards and specifications that we require. You must conform to our technical and security standards which include software version updates, operating system updates, hardware upgrades, security broadband internet connectivity, and others. You may not install any software programs which are not approved by us on your Technology System. You must have broadband/high speed internet access within your Facility. You are responsible for maintaining all security standards associated with the Facility's local network. You will be required to use our payment card processor and gateway. You will be required to maintain Technology System software updates, operating system updates, anti-virus, malware and any network device firmware. You must meet those standards defined by the Payment Card Industry's ("PCI") Security Standards Council. You must comply with the FTC's Fair and Accurate Transactions Act.

To process credit cards, you must be certified PCI compliant. To be certified compliant, you must submit a passing PCI Vulnerability Assessment Scan report along with a copy of the most recent version of SAQ (as required by PCI Council regulations) before opening your Facility and at the frequency required in the current version of the PCI DSS standards. We may require you to participate in a data security program we designate. We may terminate your Franchise Agreement and/or suspend credit card processing at any Facility which does not comply with the current PCI compliance requirements.

The types of data to be generated or stored in the Technology System include sales, session attendance history, purchase history, inventory, payroll, and client information and other information that we may specify in the Operations Manual. We have independent, unlimited access to the information generated by the Technology System, and there are no contractual limitations on our right to do so. We may connect remotely to your Technology System. You must also have a functioning email address so that we can send you notices and otherwise communicate with you by this method.

We may change the Technology System at any time. There are no contractual limitations on the frequency and cost of this obligation. We need not reimburse you for any of these costs.

We may require you to use proprietary software, for which you may pay an annual license fee. We or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities concerning, the software or technology. We or our affiliates may charge you a monthly, annual, or other license fee for any proprietary software or technology that we or our affiliates license to you and for other maintenance and support services that we or our affiliates provide during the franchise term.

Restrictions on Franchisee's Use of Electronic Media

We restrict your right to use all electronic media including the internet in operating your Facility. You cannot conduct business over the internet or create your own website with which to conduct business without our express written consent. You must comply with our policies and restrictions respecting the use of social media or related social networking applications in connection with the operation of your Facility.

Opening

We estimate that it will take 6 to 12 months after you sign the Franchise Agreement before you open and begin operating your Facility. The specific timetable for opening and operating your Facility depends on various factors, including the location of the Premises; the delivery schedule for equipment and supplies; completing training; and complying with local laws and regulations. You must notify us in writing at least 60 days before the day on which you propose to begin operating your Facility. You may not open or begin operating your Facility until: (1) we notify you in writing that your Facility and Premises meet our standards and specifications; (2) you (or your managing owner) and your other employees complete initial training to our satisfaction by the dates established by us; (3) you pay the initial franchise fee and other amounts then due to us; and (4) you give us certificates or other evidence we require for all required insurance policies. In any case, you must open your Facility within 18 months from the Effective Date. (Franchise Agreement – Section 2.F)

Training

If this is your first Matterhorn Fit Facility, then before your Facility opens for business, we will (1) guide you through our pre-training "Set The Foundation" process, which will help you get your Facility ready for launch and prepare you for your training week and (2) train you (or your managing owner), the General Manager you appoint, and one additional employee on operating a Matterhorn Fit Facility either online (virtual) and/or at a training facility we designate (currently, Bonita Springs, Florida). We estimate that initial training will take 8 to 12 weeks, excluding the days of on-site opening support (whether conducted online or in-person) we describe later in this Item (although the specific number of days depends on our opinion of your experience and needs). We will use the Operations Manual and various instructional materials as we conduct the initial training program. If we determine that you (or your managing owner), your General Manager, or your other attendees to training cannot complete initial training to our satisfaction, then we may terminate the Franchise Agreement. (Franchise Agreement – Section 4.A) If you do not

satisfactorily complete the required initial training during the normal time allotted, we may require you (or your managing owner) and/or your employees to attend additional training programs at our designated training facility in order to achieve the sufficient level of training we require. We may charge reasonable fees for such additional training, as well as for additional training programs we may require or offer during the franchise term. (See Item 6) You also must pay for all travel and living expenses that you and your employees incur and for your employees' wages and workers' compensation insurance while they attend such additional training at our training facility or the location we designate. (Franchise Agreement – Section 4.A)

Additional people beyond 3 attendees may attend initial training, subject to our ability and capacity to accommodate these extra persons in any training session, if you pay our then current training charge for each additional person (currently, $500 per person, per day). (See Item 6) You must pay for all travel and living expenses that you and your personnel incur, and for your personnel's wages and workers' compensation insurance while they train at our training facility or the location we designate. (Franchise Agreement – Section 4.A)

We or our designee conduct our initial training program as frequently as we deem necessary whether conducted virtually online or at a designated training facility and/or at an operating Matterhorn Fit Facilities (except for the on-site support period around your Facility's opening that we will provide at the Premises). Initial training must be completed to our satisfaction at least 2 weeks before your Facility opens. You (or your managing owner), your General Manager and your additional training attendee must complete initial training to our satisfaction before you may open and begin operating your Facility. We may require any substitute or replacement General Managers to attend and complete the initial training program to our satisfaction before they assumes responsibility for overseeing and supervising the Facility. As of the date of this Disclosure Document, our required initial training management program includes the following programming:

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Corporate Overview	2	0	Bonita Springs, Florida or another location we designate (which may be online)
The Brand Experience	2	0	Bonita Springs, Florida or another location we designate (which may be online)
People Development	1	0	Bonita Springs, Florida or another location we designate (which may be online)
Recruiting your Rehab Specialist and Movement Specialist	1	0	Bonita Springs, Florida or another location we designate (which may be online)

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Group Interview Overview	2	0	Bonita Springs, Florida or another location we designate (which may be online)
Hiring Overview, Management and Loyalty	1.5	0	Bonita Springs, Florida or another location we designate (which may be online)
Workflows and Product knowledge	6	0	Bonita Springs, Florida or another location we designate (which may be online)
Client onboarding and intake role playing	3	0	Bonita Springs, Florida or another location we designate (which may be online)
Client management and retention	3	0	Bonita Springs, Florida or another location we designate (which may be online)
Franchise Operations	3	0	Bonita Springs, Florida or another location we designate (which may be online)
Marketing Introduction	1	0	Bonita Springs, Florida or another location we designate (which may be online)
Building the Foundation	2	0	Bonita Springs, Florida or another location we designate (which may be online)
Managing projects	2	0	Bonita Springs, Florida or another location we designate (which may be online)
Workflow role playing	4	0	Bonita Springs, Florida or another location we designate (which may be online)
Coaching Overview	1	0	Bonita Springs, Florida or another location we designate (which may be online)
Money Management	2.5	0	Bonita Springs, Florida or another location we designate (which may be online)
Technology	3	0	Bonita Springs, Florida or another location we designate (which may be online)

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Goal Setting	1	0	Bonita Springs, Florida or another location we designate (which may be online)
Next Steps & Wrap Up	2	0	Bonita Springs, Florida or another location we designate (which may be online)
Totals	**43**	**0**	

In addition to the initial training we outline above, we will, at our own cost, send at least 1 of our representatives to your Facility, for a period of approximately 2 days, to provide on-site support in connection with pre-opening and opening activities when your Facility is preparing to open for business. We may provide more representatives, or more days of on-site support, at the Premises during this period as we deem necessary. We solely determine the timing, scheduling and staffing of on-site support we provide according to this paragraph, including the calendar dates, times of our support, and whether we provide these days consecutively or intermittently. You must successfully complete all activities of this on-site support period to our satisfaction. If you request, and we agree to provide, additional or special guidance, assistance, or training during this on-site support period, then you will pay our then applicable charges, including our personnel's per diem charges and travel and living expenses.

Ryan Vesce and Kenny Turano supervise and coordinate our training programs. Ryan has over 5 years' experience in the rehabilitation and fitness industry and with us. Kenny has over 2 years' experience in the industry and with us.

The instructional materials for our required training programs currently include, or may include in the future, computer-based training courses and software, videos, handouts, the Operations Manual, and tests or other evaluations we may require you or your attendees to complete.

You (or your managing owner) and/or other previously trained and experienced employees must attend and complete to our satisfaction various training courses that we periodically provide either online or in-person at the times and locations we designate. We may charge reasonable registration or similar fees for these courses. Besides attending these courses, we may require you to attend an annual national meeting of all Matterhorn Fit Facility franchise owners at a location we designate. You are responsible for all related travel and living expenses and wages incurred in connection with attending these courses and meetings.

You are responsible for providing all initial and ongoing training to your staff. Your movement specialists must hold a standard personal trainer certification from the National Academy of Sports Medicine, American Council on Exercise, National Council on Strength & Fitness, International Sports Sciences Association or a comparable institution. Your rehabilitation specialists must be certified in accordance with applicable state or local law to perform rehabilitative services within their scope of practice.

If any audit discloses a failure by you to operate your Facility in accordance with the System Standards, then we may require you to undertake additional training at your Facility, and we will determine the duration of the training and the number of trainers in our sole discretion. If we require you to undertake this additional training, you will pay our then applicable charges, including our personnel's per diem charges and travel and living expenses.

Other personnel we designate may assist in our initial and other training programs, including other Matterhorn Fit Facility representatives, or other Matterhorn Fit Facility franchise owners or qualified managers or operators of Matterhorn Fit Facilities. The Franchise Agreement requires you to assist in future training programs for other franchise owners, upon our request and for which we will reimburse you for your associated expenses.

Item 12

TERRITORY

Franchise Agreement

Before you execute the Franchise Agreement, we will describe in Exhibit B of the Franchise Agreement the Site Selection Area. The Site Selection Area is described solely for the purpose of limiting the area within which you may seek a site location for your Facility. The exact size and boundaries of the Site Selection Area are determined in our sole judgment. Upon you securing a lease for the location we will designate a geographical area surrounding your Premises, to be described in the Franchise Agreement (the "Protected Territory"). We will determine the size, boundaries and population of the Protected Territory in our sole judgment, based upon factors including population density, street or walk by traffic patterns and natural geographic features, such as bodies of water, interstate highways and other features that normally define guest trip patterns.

Except as described below under "Development Agreement Rider", you have no options, rights of first refusal, or similar rights to acquire additional franchises within the Protected Territory or in contiguous territories. You may operate your Facility only from the Premises we accept within the Protected Territory and may not relocate the Premises without our approval. We will approve relocation only if the lease for the Premises expires or is terminated without your fault, or if the site for the Premises is destroyed, condemned, or otherwise rendered unusable, and the proposed substitute site meets our criteria. You must locate a substitute site in the Protected Territory, and begin operating your Facility from a substitute site, within 180 days after you lose the right to occupy the Premises.

We and our affiliates retain certain rights within and outside the Protected Territory, as described below in this Item. Therefore, you will not receive an exclusive territory. You may face competition from other Matterhorn Fit Facility franchise owners, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Except as limited below, as long as you are in full compliance with the Franchise Agreement, then we and our affiliates will not operate or grant a franchise for the operation of a Matterhorn Fit Facility at a location in the Protected Territory during the term of your Franchise

Agreement. Otherwise, we and our affiliates retain all rights with respect to Matterhorn Fit Facilities, the Marks, the sale of identical, similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire, including, but not limited to:

(1) the right to operate, and to grant others the right to operate Matterhorn Fit Facilities located anywhere outside the Protected Territory under any terms and conditions we deem appropriate and regardless of proximity to your Facility;

(2) the right to establish and operate, and to grant to others the right to establish and operate businesses offering similar or dissimilar products and services through similar or alternative channels of distribution, at locations inside or outside the Protected Territory under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate;

(3) the right to provide, offer and sell and to grant others the right to provide, offer and sell goods and services that are identical or similar to and/or competitive with those products and services provided at Matterhorn Fit Facilities, whether identified by the Marks or other trademarks or service marks, through alternative distribution channels (including, without limitation, conducting rehabilitation, fitness, lifestyle, or nutritional classes at a client's home, at a corporate office, or virtually over the Internet, video conferencing, or similar electronic media; selling merchandise, rehabilitation or fitness goods and services over the Internet; and any other form of electronic commerce and department stores) both inside and outside the Protected Territory and on any terms and conditions we deem appropriate;

(4) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Protected Territory under the Marks and on any terms and conditions we deem appropriate;

(5) the right to market and sell products and services to national, regional and institutional accounts, whether located inside or outside the Protected Territory. "National, regional and institutional accounts" are organizational or institutional customers whose presence is not confined to your Protected Territory, including (by way of example only): business entities with offices or branches situated both inside and outside of your Protected Territory; government agencies, branches or facilities; healthcare networks; the military; and any other customer whose presence is not confined to your Protected Territory;

(6) the right to operate and grant others the right to operate Matterhorn Fit Facilities at "Non-Traditional Sites" within and outside the Protected Territory on any terms and conditions we deem appropriate. "Non-Traditional Sites" are sites that generate client traffic flow which is independent from the general client traffic flow of the surrounding area, including shopping malls, stadiums, arenas, major industrial or office complexes, hotels, school campuses, casinos, educational facilities, amusement parks and sports or entertainment venues;

(7) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Matterhorn Fit Facilities, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchise owners or licensees of these businesses) are located or operating (including in the Protected Territory); and

(8) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at Matterhorn Fit Facilities, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses in the Protected Territory.

We may exercise any of the retained rights without compensating you. Although we have the right to do so (as described above), neither we nor an affiliate currently operates, franchises, or has present plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those you will sell in your Facility.

You may engage in online marketing (including through social media) in compliance with the requirements in the Operations Manual. You may not otherwise market or sell inside or outside of your Protected Territory using alternative channels of distribution (such as the Internet, catalog sales, telemarketing or other direct marketing). You are not permitted to engage in targeted marketing that is directed into a territory assigned to us, our affiliate or another franchisee unless the marketing is conducted as part of an advertising cooperative that includes the affected territory. You may not offer Services away from the Premises or through alternative channels of distribution.

Continuation of your franchise and your territorial exclusivity does not depend on your achieving a certain sales volume, market penetration, or other contingency.

Development Agreement Rider

You may (if you qualify) develop and operate a number of Matterhorn Fit Facilities within the Development Area. We and you will identify the Development Area in the Development Agreement Rider before signing it. The Development Area typically is a city, cities, or counties. We base the Development Area's size primarily on the number of Matterhorn Fit Facilities you agree to develop, demographics, and site availability. We and you will negotiate the number of Matterhorn Fit Facilities you must develop to keep your development rights and the dates by which you must develop them. We and you then will complete the schedule in the Development Agreement Rider before signing it. While the Development Agreement Rider is in effect, we (and our affiliates) will not establish or operate, or grant to others the right to establish or operate, other Matterhorn Fit Facilities, the physical premises of which are located within the Development Area. There are no other restrictions on us (or our affiliates). You must not develop or operate Matterhorn Fit Facilities outside the Development Area. We may terminate the Development Agreement Rider if you do not satisfy your development obligations when required. In addition, if you fail to comply with the terms of the Development Agreement Rider during its term, we may, at our option, elect to terminate only the exclusivity of the Development Area instead of terminating the Development Agreement Rider entirely. This means that during the remainder of the term of the Development Agreement Rider, we and our affiliates will have the right to establish

and operate, and grant to others the right to establish and operate, Matterhorn Fit Facilities the physical premises of which are located within the Development Area and continue to engage, and grant to others the right to engage, in any activities that we (and they) desire within the Development Area without any restrictions. However, our termination of the exclusivity will be without prejudice to our right to later terminate the Development Agreement Rider for the same default or any other defaults under the Development Agreement Rider.

Despite the development schedule under the Development Agreement Rider, we may delay your development of additional Matterhorn Fit Facilities within the Development Area for the time period we deem best if we believe, when you apply for the next Matterhorn Fit Facility, that you are not yet operationally, managerially, or otherwise prepared (due to the particular amount of time that has elapsed since you developed and opened your most recent Matterhorn Fit Facility) to develop, open and/or operate the additional Matterhorn Fit Facilities according to our standards and specifications. We may delay additional development as long as the delay will not in our reasonable opinion cause you to breach your development obligations under the Development Schedule (unless we are willing to extend the schedule to account for the delay).

Except as described above, we may not alter your Development Area during the Development Agreement Rider's term.

Item 13

TRADEMARKS

The table below consists of the Marks that we license to you as part of the franchise. You may not sublicense the Marks without our permission. The below list may not be an exhaustive list of all Marks owned by us or our affiliates.

MARK	REGISTRATION OR APPLICATION NUMBER	REGISTRATION OR APPLICATION DATE
	97,847,033 (application)	March 20, 2023 (application)
"Matterhorn Fit"	97,846,981 (application)	March 20, 2023 (application)

SRK1 has applied for registration of, as applicable, the Mark(s) listed above on the Principal Register of the United States Patent and Trademark Office ("USPTO"). No affidavits or renewal filings are yet due in connection with these registrations. Except as disclosed below, no agreement limits our right to use or license the Mark. We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

SRK1 has licensed us to use the System and Marks and to sublicense them to our franchise owners in a trademark, copyright, and know-how license agreement dated as of October 11, 2023. The trademark, copyright, and know-how license agreement allows us to use, and sublicense to our franchise owners the right to use, the Marks, System, and other intellectual property anywhere in the world. The trademark, copyright, and know-how license agreement provides for an indefinite term, unless earlier terminated by SRK1 or us upon 120 days' prior written notice to the other party. Matterhorn Fit Facility franchise owners must cease using the System and Marks upon termination of the trademark, copyright, and know-how license agreement. No other agreement limits our right to use or license the Marks.

You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Mark in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a Website.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the Marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and you may not communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. You must assist us, as we direct, in protecting and maintaining our interests in any litigation or USPTO or other proceeding. At our option, we may defend and/or control the defense of any proceeding arising from your use of any Mark. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving the Marks; however, if you timely notify us and comply with our directions in response to a trademark infringement proceeding that disputes your authorized use of the Marks, then we will reimburse you for your damages and reasonable expenses you incur.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you must comply

with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing your Facility's signs, for any loss of revenue due to any modified or discontinued Mark, any loss of goodwill associated with any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise. We claim copyrights in the Operations Manual (which contains our trade secrets), advertising and marketing materials, and similar items used in operating Matterhorn Fit Facilities. We have not registered these copyrights with the United States Registrar of Copyrights, but we need not do so at this time to protect them. You may use these items only as we specify while operating your Facility (and must stop using them if we so direct you).

There currently are no effective adverse determinations of the USPTO, the United States Copyright Office, or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the best interests of the System or all or some Matterhorn Fit Facilities, as we solely determine. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

Our Operations Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes, or may in the future include: training and operations materials; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Matterhorn Fit Facilities; marketing and advertising programs for Matterhorn Fit Facilities; any computer software or similar technology that is proprietary to us or the System; knowledge of specifications for and suppliers of Matterhorn Fit Facilities and other products and supplies; knowledge of the operating results and financial performance of Matterhorn Fit Facilities other than your Facility; and graphic designs and related intellectual property.

All ideas, concepts, inventions, techniques, or materials concerning a Matterhorn Fit Facility, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others. You agree to have our then current form of "Nondisclosure and Non-Competition Agreement" executed by all of the following persons: (i) your General Manager and any supervisory or other employees of yours who have received or will receive training from us, prior to their employment; (ii) if you are an entity, all your officers, directors, shareholders, partners, members and owners, and those of any entity directly or indirectly controlling you, at the same time the Franchise Agreement is signed, or at such time as they assume such status and (iii) you, your owners and your and your owners' spouses. You agree to provide us copies of all executed Nondisclosure and Non-Competition Agreements no later than 10 days following their execution. We will be a third-party beneficiary of each Nondisclosure and Non-Competition Agreement with independent enforcement rights.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

If you are a legal entity, you must appoint a shareholder, member, or partner (as applicable) to be your "Managing Owner," who must own a majority interest in you, responsible for overseeing and supervising your Facility's operation. You must maintain a competent, conscientious, trained staff, including a fully-trained, full-time manager, which may be you (or your Managing Owner), who must act as the General Manager of your Facility with responsibility for direct supervision of your Facility. Your Facility must at all times be under the full-time direct, on-premises management of a General Manager we have approved. You (or your Managing Owner) and the General Manager are responsible for conducting day-to-day business activities at your Facility. You must at all times faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance your Facility. System Standards may regulate your Facility's staffing levels, identifying your Facility's personnel, and employee qualifications, training, dress, and appearance. You are responsible for providing all initial and ongoing training to your staff. Your movement specialists must hold a standard personal trainer certification from the National Academy of Sports Medicine, American Council on Exercise, National Council on Strength & Fitness, International Sports Sciences Association or a comparable institution. Your Managing Owner may serve as a movement specialist if he or she holds the requisite credentials.

If you are a corporation, limited liability company, or partnership, your owners must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete. The required form of "Guaranty and Assumption of Obligations" is attached to the Franchise Agreement.

You must have our then current form of "Nondisclosure and Non-Competition Agreement" executed by all of the following persons: (i) any supervisory or other employees of yours who have received or will receive training from us, prior to their employment; (ii) if you are an entity, all your officers, directors, shareholders, partners, members and owners, and those of any entity directly or indirectly controlling you, at the same time the Franchise Agreement is signed, or at

such time as they assume such status; and (iii) you, your owners and your and your owners' spouses. You agree to provide us copies of all executed Nondisclosure and Non-Competition Agreements no later than 10 days following their execution. We will be a third-party beneficiary of each Nondisclosure and Non-Competition Agreement with independent enforcement rights.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all goods and perform all services that we periodically require for Matterhorn Fit Facilities. You may not offer or sell any products or perform any services that we have not authorized. (See Item 8) Our System Standards may regulate: (i) required and/or authorized equipment, materials, supplies, Services and other products and services; and (ii) unauthorized and prohibited services, products, equipment, materials and supplies. We periodically may change required and/or authorized Services or other products. There are no limits on our right to do so. (See Item 8)

You may conduct business only with clients at your Facility. Subject to applicable law, your Facility must only accept payments from clients in the form of credit and debit cards, mobile payments and any other methods of payment we may specifically authorize in writing. We do not restrict the clients whom you may serve at your Facility. You are not permitted to engage in targeted marketing that is directed into a territory assigned to us, our affiliate or another franchisee unless the marketing is conducted as part of an advertising cooperative that includes the affected territory. You may engage in online marketing (including through social media) in compliance with the requirements in the Operations Manual. You may not otherwise market or sell inside or outside of your Protected Territory using alternative channels of distribution (such as the Internet, catalog sales, telemarketing or other direct marketing). You may not operate your Facility, or offer the Services or other products for sale from any physical location other than at the Premises.

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	Section 1.E of Franchise Agreement	7 years.
	Development Agreement	Term of Development Agreement Rider depends on development obligations.

PROVISION		SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
b.	Renewal or extension of the term	Section 1.E and Section 13 of Franchise Agreement	If you are in full compliance, you may acquire 3 successor franchise terms of 5 years each, or as long as you have the right to maintain possession of the Premises, whichever is less. The successor franchises will be on our then current form of Franchise Agreement (which may contain materially different terms and conditions than your original franchise agreement).
		Development Agreement Rider	No renewal or extension of Development Agreement Rider.
c.	Requirements for franchisee to renew or extend	Section 13 of Franchise Agreement	To "renew," you must be in full compliance with the Franchise Agreement; give us timely notice; pay us the renewal fee; maintain possession of the Premises or find acceptable substitute premises; remodel your Facility according to our then current standards (regardless of cost); and sign our then current Franchise Agreement, a release (if law allows), and other documents we use to grant franchises. The terms of our then current Franchise Agreement that you sign for renewal of the franchise may differ materially from any and all of those contained in the Franchise Agreement attached to this Disclosure Document, including reduced Protected Territory and increased fees.
d.	Termination by franchisee	14.A of the Franchise Agreement	If we breach the Franchise Agreement and the arbitrators determine that we did not cure the default after notice from you.
e.	Termination by franchisor without cause	Not applicable under Franchise Agreement.	Not applicable under Franchise Agreement.
f.	Termination by franchisor with cause	Section 14.A of Franchise Agreement and Section 8 of Development Agreement Rider	We may terminate your franchise (and development rights) only if you or your owners commit one of several violations.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
g. "Cause" defined-curable defaults	Section 14.A of Franchise Agreement	You have 48 hours to cure any health, safety or sanitation law, ordinance, or regulation regulating the operation of your Facility; 10 days to cure monetary defaults and failure to maintain required insurance; 30 days to cure operational defaults and other defaults not listed in (h) below; and 180 days to relocate the Premises to a new site we accept if you lose possession of the Premises.
h. "Cause" defined- non-curable defaults	Sections 14.A and 14.B of Franchise Agreement	Non-curable defaults include: misrepresentation in acquiring the franchise; failure to locate and submit to us a lease for a site within 120 days; failure to deliver a signed lease addendum within 7 days after its execution; failure to open and operate your Facility within 18 months from signing the Franchise Agreement; failure to complete training; abandonment; unapproved transfers; conviction of a felony, crime involving moral turpitude, or other crime; dishonest or unethical conduct; making any illicit statements to our employees, officers or directors or in any social media post or any other unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, gambling-related, drug-related, alcohol-related, profane, racist, sexually explicit or indecent comments that in our opinion negatively affects us, our employees, our operations or otherwise affects the Facility's reputation or the goodwill associated with the Marks; making an unauthorized representation or warranty on our behalf; unauthorized use or disclosure of the Operations Manual or other confidential information; failure to pay vendors or suppliers; failure to pay taxes; understating Gross Sales; repeated defaults (even if cured); an assignment for the benefit of creditors; appointment of a trustee or receiver; violation of any anti-terrorism law; knowingly maintaining false books or records or submitting false reports; refusing to permit us to inspect your Facility or your books, records, or accounts; termination of any other agreement between you (or your owners

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		or affiliates) and us (or our owners and affiliates) due to failure to comply with the agreement.
	Section 8 of Development Agreement Rider	We may terminate the Development Agreement Rider if you do not meet development schedule or other obligations; if the Franchise Agreement or any other franchise agreement between us and you (or your affiliated entity) is terminated by us for cause or by you for any or no reason; or we have delivered formal notice of default to you (or your affiliated entity) under the Franchise Agreement or another franchise agreement (whether or not default is cured).
i. Franchisee's obligations on termination/nonrenewal	Section 15 of Franchise Agreement	Obligations include paying outstanding amounts; paying Brand Damages (if applicable); complete de-identification; assigning telephone and other numbers; and returning confidential information (also see (o) and (r) below)
j. Assignment of contract by franchisor	Section 12.A of Franchise Agreement	No restriction on our right to assign; we may assign without your approval.
k. "Transfer" by franchisee – defined	Section 12.B of Franchise Agreement	Includes transfer of Franchise Agreement, your Facility (or its profits, losses or capital appreciation), sale of Operating Assets, and ownership change in you or your owners.
l. Franchisor approval of transfer by franchisee	Section 12.B of Franchise Agreement and Section 9 of Development Agreement Rider	No transfer without our prior written consent unless such transfer is a non-controlling share of ownership interests in you to a transferee who meets our then-current standards for Matterhorn Fit Facility owners, you provide us notification of such transfer and you pay us a transfer fee. Your development rights under the Development Agreement Rider are not assignable at all.

	PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
m.	Conditions for franchisor approval of transfer	Section 12.C of Franchise Agreement	New franchise owner qualifies (based on business experience, aptitude and financial resources); you pay us, our affiliates, and third-party vendors all amounts due and submit all required reports; no default during 60-day period before transfer request or during period between request and transfer's proposed effective date; new franchise owner (and its owners and affiliates) are not in a Competitive Business; training completed; your landlord allows the transfer or sublease of your lease; you or transferee signs our then current Franchise Agreement and other documents; transfer fee paid; you sign release (if law allows); we approve material terms; you subordinate amounts due to you; you de-identify; and you correct existing Facility deficiencies of which we notify you on a punch-list (also see (r) below).
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 12.G of Franchise Agreement	We may match any offer for your Facility or an ownership interest in you.
o.	Franchisor's option to purchase franchisee's business	Section 15.E of Franchise Agreement	We have the option to purchase your Facility's operating assets upon termination or expiration of the franchise term or if we or a significant portion of our assets are purchased or acquired during the franchise term.
p.	Death or disability of franchisee	Section 12.E of Franchise Agreement	Your or your managing owner's representative must assign the franchise or an ownership interest in you to an approved party within 6 months; substitute management must be appointed within 15 days; we may assume management of your Facility and collect a Management Fee plus our costs and expenses if your Facility is not being managed properly.
q.	Non-competition covenants during the term of the franchise	Section 7 of Franchise Agreement	No diverting business; no ownership interest in, performing services for, or lending money to, Competitive Businesses anywhere ("Competitive Business" means any business which derives more than 10% of its revenue

PROVISION		SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
			from providing pain relief, rehabilitation, personal training, elite level training, nutritional services and other similar services or any business granting franchises or licenses to others to operate such a business); no engagement in activities that may injure goodwill of the Marks.
r.	Non-competition covenants after the franchise is terminated or expires	Section 15.D of Franchise Agreement	No direct or indirect ownership interest in, or performing services for, competing business for 2 years at the Premises where your Facility is located; within the Protected Territory; within a 15 mile radius of the Protected Territory; or within 15 miles of any other Matterhorn Fit Facility in operation or under construction as of date Franchise Agreement expires or is terminated
s.	Modification of the agreement	Section 17.J of Franchise Agreement	No modifications except by written agreement signed by both us and you, but we may change Operations Manual and System Standards.
t.	Integration/merger clause	Section 17.L of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law). However, nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Sections 17.E and 17.F of Franchise Agreement	Subject to the requirement to mediate certain disputes, we and you must arbitrate all disputes in the city where our then current principal business address is located (currently, Estero, Florida)
v.	Choice of forum	Section 17.H of Franchise Agreement	Subject to mediation and arbitration requirements, litigation generally must be in the state or federal court of competent jurisdiction located closest to our then current principal business address (currently, Estero, Florida) (subject to state law)
w.	Choice of law	Section 17.G of Franchise Agreement	Except for Federal Arbitration Act and other federal law, Florida law governs (subject to state law)

Item 18

PUBLIC FIGURES

We currently do not use any public figures to promote franchises for Matterhorn Fit Facilities.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

The tables below present historical Gross Sales data for the 2 affiliate-owned and operated Matterhorn Fit Facilities ("Reporting Company Owned Facilities") that were operating during the entire 12 month period ending December 31, 2022. The Reporting Company Owned Facilities operate in Bonita Springs, Florida (opened in 2018) and Naples, Florida (opened in 2021). The Gross Sales data provided below covers the period between January 1, 2019 and August 30, 2023 for Bonita Springs, Florida Matterhorn Fit Facility and the period between January 1, 2022 and August 30, 2023 for the Naples, Florida Matterhorn Fit Facility.

Table 1 below provides: (1) Gross Sales for the Bonita Springs, Florida Matterhorn Fit Facility for the years 2019 through 2022 and for the period from January 1, 2023 through August 30, 2023 and (2) the Gross Sales percentage increase year-over-year.

TABLE 1: 2019 - 2023 GROSS SALES: BONITA SPRINGS, FLORIDA		
Period	**Gross Sales**	**Comparable Period % Increase**
2019 Calendar Year	$318,288	N/A
2020 Calendar Year	$434,609	36.5%
2021 Calendar Year	$559,883	28.8%
2022 Calendar Year	$633,226	13.1%
January 2022 to August 2022	$358,288	N/A
January 2023 to August 2023	$458,521	28.0%

Table 2 below provides: (1) Gross Sales for the Naples, Florida Matterhorn Fit Facility for the 2022 calendar year and for the periods from January 1, 2022 through August 30, 2022 and January 1, 2023 through August 30, 2023 and (2) the Gross Sales percentage increase between January 2022 to August 2022 and January 2023 and August 2023.

TABLE 2: 2022 - 2023 GROSS SALES: NAPLES, FLORIDA		
Period	**Gross Sales**	**Comparable Period % Increase**
2022 Calendar Year	$177,921	N/A
January 2022 to August 2022	$120,342	N/A
January 2023 to August 2023	$178,431	48.3%

The Reporting Company Owned Facilities do not pay Royalties and do not currently make Fund Contributions, but will make Fund Contributions in the future. The Naples, Florida Matterhorn Fit Facility is different from franchised Matterhorn Fit Facilities because it does not have a General Manager on site. Excepted as stated in this paragraph, there are no other material financial or operational characteristics of the Reporting Company Owned Facilities that are reasonably anticipated to differ materially from franchised Matterhorn Fit Facilities.

"Gross Sales," as defined in the Franchise Agreement, means all revenue that you derive from operating your Facility, including, but not limited to, all amounts that you receive at or away from the Premises, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions and all other income of every kind and nature related to your Facility, but (1) excluding all federal, state, or municipal sales, use, or service taxes collected from clients and paid to the appropriate taxing authority and (2) reduced by the amount of any documented refunds, credits, allowances, and charge-backs your Facility in good faith gives to clients, which are approved by us in writing.

The financial performance representation above does not reflect the cost of sales, operating expenses, or other costs or expenses that must be deducted from the Gross Sales or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Facility.

Some Matterhorn Fit Facilities have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

You are strongly encouraged to consult with your own financial advisors in reviewing the table above and, in particular, in estimating your Gross Sales as well as the types and amounts of costs and expenses that you will or may incur in operating your Facility.

We recommend that you make your own independent judgment investigation about your Facility's potential financial performance, and that you consult with your attorney and other advisors before signing a Franchise Agreement.

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

Other than the preceding financial performance representations, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised Stores. 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 Store, however, we may provide you with the actual records of that Store. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kenny Turano at 20010 Riverbrooke Run, Estero, FL 33928 and (239) 676-5342; the Federal Trade Commission; and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2020 to 2022

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of Year	Column 4 Outlets at the End of Year	Column 5 Net Change
Franchised	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Company Owned	2020	1	1	0
	2021	1	2	+1
	2022	2	2	0
Total Outlets	2020	1	1	0
	2021	1	2	+1
	2022	2	2	0

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2020 to 2022

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2020	0
	2021	0
	2022	0
Totals	2020	0
	2021	0
	2022	0

Table 3
Status of Franchised Outlets
For years 2020 to 2022

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired By Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
All States	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For years 2020 to 2022

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
Florida	2020	1	0	0	0	0	1
	2021	1	1	0	0	0	2
	2022	2	0	0	0	0	2
Totals	2020	1	0	0	0	0	1
	2021	1	1	0	0	0	2
	2022	2	0	0	0	0	2

Table 5
Projected Openings as of December 31, 2022

Column 1 State	Column 2 Franchise Agreements Signed but Outlets Not Opened	Column 3 Projected New Franchised Outlets In The New Fiscal Year	Column 4 Projected New Company-Owned Outlets In The New Fiscal Year
Florida	0	1	0
Totals	0	1	0

As of the date of this Disclosure Document, and as currently reflected in Exhibit I attached, we do not have any franchise owners operating Matterhorn Fit Facilities or former franchise owners that have departed our franchise network during our prior fiscal year. Therefore, no franchise owners had an outlet terminated, canceled, transferred, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement, during our last fiscal year or who have not communicated with us within 10 weeks of this Disclosure Document's issuance date. 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 franchise owners have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchise owner in our franchise system.

There are currently no trademark-specific franchise owner organizations associated with the franchise system.

Item 21

FINANCIAL STATEMENTS

Exhibit F contains our audited opening balance sheet as of October 31, 2023. We have not been in business for three years or more and cannot include all the financial statements required by the FTC Rule for our last three fiscal years. Our fiscal year end is December 31.

Item 22

CONTRACTS

The following agreements are exhibits:

(a)	Exhibit C	Franchise Agreement
(b)	Exhibit D	Development Agreement Rider
(c)	Exhibit E	State Addenda to Franchise Agreement
(d)	Exhibit H	Sample Form of General Release
(e)	Exhibit J	Franchise Owner Disclosure Questionnaire

Item 23

RECEIPTS

Our and your copies of the receipt to this Disclosure Document are located at the last 2 pages of this Disclosure Document.

EXHIBIT A

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

CALIFORNIA Office of the Commissioner California Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500	**CONNECTICUT** The Banking Commissioner The Department of Banking Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299
HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA Indiana Secretary of State Securities Division, Room E 111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	**MARYLAND** Office of Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360
MICHIGAN Franchise Administrator Consumer Protection Division Michigan Department of Attorney General 670 Law Building Lansing, Michigan 48913 (517) 335-7632	**MINNESOTA** Commissioner Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651)539-1600
NEW YORK New York State Department of Law 28 Liberty Street, 15th Floor New York, New York 10005 (212) 416-8222	**NORTH DAKOTA** Securities Department 600 East Boulevard, 14th Floor Bismarck, North Dakota 58505 (701) 328-4712

OREGON Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	**RHODE ISLAND** Superintendent of Securities Division of Securities John O. Pastore Complex – Bldg.69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
SOUTH DAKOTA Division of Insurance Securities Regulation 124 S. Euclid Avenue, Second Floor Pierre, South Dakota 57501 (605) 773-3563	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, Ninth Floor Richmond, Virginia 23219 (804) 371-9051
WASHINGTON Department of Financial Institutions P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8715	**WISCONSIN** Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-0448

EXHIBIT B

LIST OF AGENTS FOR SERVICE OF PROCESS

LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Commissioner of the Department of Financial Protection and Innovation: ***Los Angeles*** Suite 750 320 West 4th Street Los Angeles, California 90013-2344 ***Sacramento*** 2101 Arena Boulevard Sacramento, California 95834 ***San Diego*** 1455 Frazee Road, Suite 315 San Diego, California 92108 ***San Francisco*** One Sansome Street, Suite 600 San Francisco, California 94105-2980	**ILLINOIS** Attorney General of the State of Illinois 500 South Second Street Springfield, Illinois 62706
CONNECTICUT The Banking Commissioner The Department of Banking Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299	**INDIANA** Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204
HAWAII Commissioner of Securities Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 205 Honolulu, Hawaii 96813	**MARYLAND** Maryland Securities Commissioner at the Office of Attorney General- Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021

MICHIGAN Department of Attorney General Consumer Protection Division Franchise Section G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, Michigan 48913	**RHODE ISLAND** Director of Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, Rhode Island 02920
MINNESOTA Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 S. Euclid Ave., 2nd Floor Pierre, SD 57501
NEW YORK Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Ave., 6th Floor Albany, New York 12231 (518) 473-2492	**VIRGINIA** Clerk, Virginia State Corporation Commission 1300 East Main Street Richmond, Virginia 23219
NORTH DAKOTA Securities Commissioner, State of North Dakota 600 East Boulevard Avenue, 14th Floor Bismarck, North Dakota 58505-0510	**WASHINGTON** Director, Department of Financial Institutions 150 Israel Road Southwest Tumwater, Washington 98501
OREGON Oregon Division of Finance and Corporate Securities 350 Winter Street NE, Room 410 Salem, Oregon 97301-3881	**WISCONSIN** Administrator, Division of Securities Department of Financial Institutions 345 West Washington Avenue, 4th Floor Madison, Wisconsin 53703

EXHIBIT C TO FDD

FRANCHISE AGREEMENT

MATTERHORN FIT FRANCHISOR LLC

FRANCHISE AGREEMENT

_____

FRANCHISE OWNER

_____

DATE OF AGREEMENT

_____

FACILITY ADDRESS

_____

TABLE OF CONTENTS

Page

1. PREAMBLES, ACKNOWLEDGMENTS, AND GRANT OF FRANCHISE. 1
   - A. PREAMBLES. 1
   - B. ACKNOWLEDGMENTS. 2
   - C. CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP. 3
   - D. GRANT OF FRANCHISE. 4
   - E. TERM AND RENEWAL. 4
   - F. YOUR TERRITORIAL RIGHTS. 5
   - G. RIGHTS WE RESERVE. 5
   - H. MODIFICATION OF SYSTEM. 6
   - I. NATIONAL, REGIONAL AND INSTITUTIONAL ACCOUNTS. 6

2. SITE SELECTION, LEASE OF PREMISES, AND DEVELOPMENT AND OPENING OF THE FACILITY. 7
   - A. SITE SELECTION. 7
   - B. LEASE OF PREMISES. 8
   - C. THE FACILITY'S DEVELOPMENT. 9
   - D. OPERATING ASSETS. 10
   - E. TECHNOLOGY SYSTEM. 10
   - F. THE FACILITY OPENING. 11

3. FEES. 12
   - A. INITIAL FRANCHISE FEE. 12
   - B. CONTINUING SERVICE AND ROYALTY FEE. 12
   - C. SYSTEM ADVERTISING FUND CONTRIBUTION. 13
   - D. DEFINITION OF "GROSS SALES". 13
   - E. LATE FEES AND INTEREST. 13
   - F. APPLICATION OF PAYMENTS. 13
   - G. METHOD OF PAYMENT. 13

4. TRAINING AND ASSISTANCE. 14
   - A. INITIAL TRAINING. 14
   - B. ONGOING TRAINING. 16
   - C. GENERAL GUIDANCE AND CONSULTATION SERVICES. 16
   - D. OPERATIONS MANUAL. 17
   - E. DELEGATION OF PERFORMANCE. 17

5. MARKS. 18
   - A. OWNERSHIP AND GOODWILL OF MARKS. 18
   - B. LIMITATIONS ON YOUR USE OF MARKS. 18
   - C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS. 18
   - D. DISCONTINUANCE OF USE OF MARKS. 19

E. INDEMNIFICATION FOR USE OF MARKS. 19

6. CONFIDENTIAL INFORMATION. 19

7. EXCLUSIVE RELATIONSHIP. 21

8. SYSTEM STANDARDS. 22
A. CONDITION AND APPEARANCE OF THE FACILITY. 22
B. FACILITY SPECIFICATIONS, STANDARDS AND PROCEDURES. 23
C. APPROVED PRODUCTS, SERVICES, DISTRIBUTORS AND SUPPLIERS. 23
D. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES. 24
E. MANAGEMENT OF THE FACILITY/CONFLICTING INTERESTS. 25
F. INSURANCE. 26
G. PRICING. 27
H. DISCOUNTS, GIVEAWAYS AND OTHER PROMOTIONS. 28
I. COMPLIANCE WITH SYSTEM STANDARDS. 28
J. MODIFICATION OF SYSTEM STANDARDS. 29

9. MARKETING. 30
A. GRAND OPENING ADVERTISING. 30
B. SYSTEM ADVERTISING FUND. 30
C. BY YOU. 32
D. COOPERATIVE ADVERTISING PROGRAMS. 32

10. RECORDS, REPORTS, AND FINANCIAL STATEMENTS. 33

11. INSPECTIONS AND AUDITS. 34
A. OUR RIGHT TO INSPECT THE FACILITY. 34
B. OUR RIGHT TO AUDIT. 34

12. TRANSFER. 35
A. BY US. 35
B. BY YOU. 35
C. CONDITIONS FOR APPROVAL OF TRANSFER. 36
D. TRANSFER TO A WHOLLY-OWNED CORPORATION OR LIMITED LIABILITY COMPANY. 39
E. YOUR DEATH OR DISABILITY. 39
F. EFFECT OF CONSENT TO TRANSFER. 40
G. OUR RIGHT OF FIRST REFUSAL. 40

13. EXPIRATION OF THIS AGREEMENT. 41
A. YOUR RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE. 42
B. GRANT OF A SUCCESSOR FRANCHISE. 42
C. AGREEMENTS/RELEASES. 43

14. TERMINATION OF AGREEMENT. 43
A. BY YOU. 43
B. BY US. 44
C. OUR ALTERNATE REMEDIES UPON YOUR DEFAULT. 47
D. CROSS DEFAULT. 47
E. FAILURE TO CURE MAY BE DEEMED TERMINATION BY YOU. 48
F. ASSUMPTION OF MANAGEMENT. 48

15. OUR AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT. 49
A. PAYMENT OF AMOUNTS OWED TO US. 49
B. MARKS. 49
C. CONFIDENTIAL INFORMATION. 50
D. COVENANT NOT TO COMPETE. 51
E. OUR RIGHT TO PURCHASE CERTAIN ASSETS OF THE FACILITY. 52
F. CONTINUING OBLIGATIONS. 52

16. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION. 53
A. INDEPENDENT CONTRACTORS. 53
B. NO LIABILITY FOR ACTS OF OTHER PARTY. 53
C. TAXES. 53
D. INDEMNIFICATION. 54

17. ENFORCEMENT. 55
A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS. 55
B. WAIVER OF OBLIGATIONS. 55
C. COSTS AND ATTORNEYS' FEES. 56
D. RIGHTS OF PARTIES ARE CUMULATIVE. 56
E. MEDIATION. 56
F. ARBITRATION. 57
G. GOVERNING LAW. 59
H. CONSENT TO JURISDICTION. 59
I. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL. 59
J. BINDING EFFECT. 60
K. LIMITATIONS OF CLAIMS. 60
L. LIMITED LIABILITY FOR OUR RELATED PARTIES. 60
M. COVENANT OF GOOD FAITH. 60
N. CONSTRUCTION. 61
O. MULTIPLE FORMS OF AGREEMENT. 62

18. NOTICES AND PAYMENTS. 62

19. COMPLIANCE WITH ANTI-TERRORISM AND OTHER LAWS. 63

20. ELECTRONIC MAIL. 64

21. ELECTRONIC SIGNATURES.....64

EXHIBITS

EXHIBIT A LISTING OF OWNERSHIP INTERESTS
EXHIBIT B SUMMARY OF KEY TERMS
EXHIBIT C FRANCHISE ADDENDUM TO LEASE AGREEMENT
EXHIBIT D NONDISCLOSURE AND NON-COMPETITION AGREEMENT
EXHIBIT E ELECTRONIC TRANSFER AUTHORIZATION FORM

GUARANTY AND ASSUMPTION OF OBLIGATIONS

MATTERHORN FIT FRANCHISOR LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered into by and between **MATTERHORN FIT FRANCHISOR LLC**, a limited liability company organized under the laws of Delaware located at 20010 Riverbrooke Run, Estero, Florida 33928 ("we," "us," or "our"), and _____, whose principal business address is _____ ("you" or "your") as of the date signed by us and set forth opposite our signature on this Agreement (the "Effective Date").

1. PREAMBLES, ACKNOWLEDGMENTS, AND GRANT OF FRANCHISE.

A. PREAMBLES.

(1) We and our affiliates have, over a considerable time period and with considerable effort, developed (and continue to develop and modify) a system and franchise opportunity for the operation of businesses offering pain relief, rehabilitation, personal training, elite level training, nutritional services (collectively, the "Services") and other services, products and equipment which now comprise, or in the future may comprise, part of the System (as defined below) or our trade secrets which are developed by and are proprietary to us or our affiliates. These businesses operate under the "Matterhorn Fit" name and other Marks (as defined below) ("Matterhorn Fit Facilities") and have distinctive business formats, methods, procedures, signage designs, layouts, standards and specifications, and the Marks, all of which we may improve, further develop, or otherwise modify at any time and from time to time (collectively, the "System").

(2) We and our affiliates use, promote, and license certain trademarks, service marks, and other commercial symbols in operating Matterhorn Fit Facilities, which have gained and will continue to gain public acceptance and goodwill, and may create, use, and license other trademarks, service marks, and commercial symbols for Matterhorn Fit Facilities (collectively, the "Marks").

(3) We grant to persons who meet our qualifications, and are willing to undertake the investment and effort, a franchise to own and operate a Matterhorn Fit Facility using the System and offering the Services and related products and services we authorize.

(4) As a franchise owner of a Matterhorn Fit Facility, you will comply with this Agreement and all System Standards (defined in Subsection 4.D) in order to maintain the high and consistent quality that is critical to attracting and maintaining clients for Matterhorn Fit Facilities.

(5) You have applied for a franchise to own and operate a Matterhorn Fit Facility.

B. ACKNOWLEDGMENTS.

You acknowledge:

(1) That you have independently investigated the Matterhorn Fit Facility franchise opportunity and recognize that, like any other business, the nature of the business a Matterhorn Fit Facility conducts may, and probably will, evolve and change over time.

(2) That an investment in a Matterhorn Fit Facility involves business risks that could result in the loss of a significant portion or all of your investment.

(3) That your business abilities and efforts are vital to your success.

(4) That attracting clients for your Facility (as defined in Subsection D below) will require you to make consistent marketing efforts in your community through various methods and channels.

(5) That retaining clients for your Facility will require you to have a high level of client service and adhere strictly to the System and our System Standards and that you are committed to maintaining System Standards.

(6) That you have not received from us, and are not relying upon, any representations or guarantees, express or implied, as to the potential volume, sales, income, or profits of a Matterhorn Fit Facility.

(7) That in all of their dealings with you, our officers, directors, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between you and them as a result of this Agreement are deemed to be only between you and us.

(8) That you have represented to us, to induce our entry into this Agreement, that all statements you have made and all materials you have given us are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise.

(9) That you and your guarantors have received as one document at one time a copy of the form of this Agreement, the exhibits hereto, and the applicable complete Franchise Disclosure Document not less than fourteen (14) days prior to the earlier of: (i) the date on which this Agreement or any other agreement relating thereto was executed, and (ii) the payment of any consideration by or on behalf of you relating to this Agreement, and the franchise associated therewith (except, where applicable, any deposit permitted under applicable law).

(10) That you have read this Agreement and our Franchise Disclosure Document and understand and accept that this Agreement's terms and covenants are reasonably necessary for us to maintain our high standards of quality and service, as well as the

uniformity of those standards with respect to every Matterhorn Fit Facility, and to protect and preserve the goodwill of the Marks.

(11) That we have the right to restrict your sources of goods and services, as provided in various sections of this Agreement, including Section 8 below.

(12) That we have not made any representation, warranty, or other claim regarding this Matterhorn Fit Facility franchise opportunity, other than those made in this Agreement and our Franchise Disclosure Document, and that you have independently evaluated this opportunity, including by using your business professionals and advisors, and have relied solely upon those evaluations in deciding to enter into this Agreement.

(13) That you have been afforded an opportunity to ask any questions you have and to review any materials of interest to you concerning the Matterhorn Fit Facility franchise opportunity.

(14) That you have been afforded an opportunity, and have been encouraged by us, to have this Agreement and all other agreements and materials we have given or made available to you reviewed by an attorney and have either done so or waived your right to do so.

C. CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP.

If you are at any time a corporation, limited liability company, general or limited partnership, or other form of business entity (each, an "Entity"), then you agree and represent that:

(1) You will have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(2) Your organizational documents, operating agreement, or partnership agreement, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Agreement's restrictions;

(3) **Exhibit A** to this Agreement completely and accurately describes all of your owners and their interests in you as of the Effective Date;

(4) Each of your owners during the Term (as defined in Subsection 1.E below) and any Renewal Term (as defined in Subsection 1.E below) will execute the Guaranty and Assumption of Obligations in the form attached to this Agreement undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. Depending on the creditworthiness of the owners and the community property laws of the states in which they reside, we may require that the spouse of each owner sign a guaranty (regardless of whether you are an Entity). Subject to our

rights and your obligations under Section 12, you and your owners agree to promptly sign and deliver to us revisions to **Exhibit A** to reflect any permitted changes in the information that **Exhibit A** now contains;

(5) You will appoint a shareholder, member, or partner, as applicable, to be your "Managing Owner," who must own a majority ownership interest in you and will be responsible for overseeing and supervising the operation of your Facility. The Managing Owner as of the Effective Date is identified in **Exhibit A**. You may not change the Managing Owner without our prior written consent; and

(6) The Facility operated hereunder and other Matterhorn Fit Facilities, if applicable, will be the only businesses you operate (although your owners may have other, non-competitive business interests).

D. GRANT OF FRANCHISE.

You have applied for a franchise to own and operate a Matterhorn Fit Facility at a location we fcorpora, which will be identified on **Exhibit B** (the "Premises"). Subject to this Agreement's terms, we grant you a franchise (the "Franchise") to operate a Matterhorn Fit Facility (the "Facility") at the Premises, and to use the System in its operation, for the Term. You may use the Premises only for the Facility. You agree at all times faithfully, honestly, and diligently to perform your obligations under this Agreement and to use your best efforts to promote the Facility. You will not have the right to provide Services at a client's home, at a corporate office, or virtually over the Internet, video conferencing, or similar electronic media without our consent, which we may withhold for any reason or no reason in our sole judgment, including the ability to reasonably withhold our consent to allowing you to service clients located in another franchise owner's assigned territory.

E. TERM AND RENEWAL.

(1) Term. The term of this Agreement (the "***Term***") will begin on the Effective Date and will expire on the seventh (7^{th}) anniversary of the Effective Date unless this Agreement is sooner terminated as provided herein.

(2) Renewal Term. You will have the right, but not the obligation, to enter into Successor Franchise Agreements (as defined in Subsection 13.A below) for up to three (3) additional consecutive franchise terms following the Term (each, a "Renewal Term"). The duration of each Renewal Term will be five (5) years or as long as you have the right to maintain possession of the Premises, whichever is less, provided that you have complied with the conditions and procedures for renewal in Section 13 of this Agreement in connection with the first Renewal Term, and that you comply in the future with the conditions and procedures for renewal in the Successor Franchise Agreement (as applicable) with respect to the possible second and third Renewal Terms.

F. YOUR TERRITORIAL RIGHTS.

If we have accepted a location for the Facility before the execution of this Agreement, we will describe in **Exhibit B** a particular geographic area surrounding the Premises (the "Protected Territory"). If we and you have not agreed upon a location for the Facility before signing this Agreement, then upon you securing a lease for the location we will designate in **Exhibit B** the Protected Territory. Provided that you are in full compliance with this Agreement, and except as provided in Subsection 1.G below, we and our affiliates will not operate or grant a franchise for the operation of another Matterhorn Fit Facility at a location within the Protected Territory during the Term.

G. RIGHTS WE RESERVE.

Except as expressly limited by Subsection 1.F above, we and our affiliates retain all rights with respect to Matterhorn Fit Facilities, the Marks, the sale of identical, similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire. Specifically, but without limitation, we reserve the following rights:

(1) the right to operate, and to grant others the right to operate Matterhorn Fit Facilities located anywhere outside the Protected Territory under any terms and conditions we deem appropriate and regardless of proximity to the Facility;

(2) the right to establish and operate, and to grant to others the right to establish and operate businesses offering similar or dissimilar products and services through similar or alternative channels of distribution, at any locations inside or outside the Protected Territory under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate;

(3) the right to provide, offer and sell and to grant others the right to provide, offer and sell products and services that are identical or similar to and/or competitive with those products and services provided at Matterhorn Fit Facilities, whether identified by the Marks or other trademarks or service marks, through alternative distribution channels (including, without limitation, conducting rehabilitation, fitness, lifestyle, or nutritional classes at a client's home, at a corporate office, or virtually over the Internet, video conferencing, or similar electronic media; selling merchandise, rehabilitation or fitness goods and services over the Internet; and any other form of electronic commerce and department stores) both inside and outside the Protected Territory and on any terms and conditions we deem appropriate;

(4) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Protected Territory under the Marks and on any terms and conditions we deem appropriate;

(5) the right to market and sell products and services to national, regional and institutional accounts, whether located inside or outside the Protected Territory. "National, regional and institutional accounts" are organizational or institutional customers whose

presence is not confined to your Protected Territory, including (by way of example only): business entities with offices or branches situated both inside and outside of your Territory; government agencies, branches or facilities; healthcare networks; the military; and any other customer whose presence is not confined to your Protected Territory;

(6) the right to operate, and to grant others the right to operate Matterhorn Fit Facilities at "Non-Traditional Sites" within and outside the Protected Territory on any terms and conditions we deem appropriate. "Non-Traditional Sites" are sites that generate client traffic flow which is independent from the general client traffic flow of the surrounding area, including shopping malls, stadiums, arenas, major industrial or office complexes, hotels, school campuses, casinos, educational facilities, amusement parks and sports or entertainment venues;

(7) the right to acquire the assets or ownership interests of one or more businesses providing products and services the same as or similar to those provided at Matterhorn Fit Facilities, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Protected Territory); and

(8) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services the same as or similar to those provided at Matterhorn Fit Facilities, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Protected Territory.

H. MODIFICATION OF SYSTEM.

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we deem best, to vary System Standards (defined below) for any franchise owner based upon the peculiarities of any condition that we consider important to that franchise owner's successful operation. You have no right to require us to grant you a similar variation or accommodation.

I. NATIONAL, REGIONAL AND INSTITUTIONAL ACCOUNTS.

Only we will have the right to enter into contracts with national, regional and/or institutional accounts (which may include facilities or projects within your Protected Territory). If we receive contracts for any Matterhorn Fit Facility services calling for performance or delivery in your Protected Territory as a result of our engaging in commerce with national, regional and institutional accounts, then we will have the right, but not the obligation, either to require you to fulfill such contracts at the price we agree on with the client or to give you the opportunity to fulfill such contracts at the price we agree on with the client. If we give you the opportunity to fulfill such contracts and if, for any reason, you do not desire to or cannot serve the client, or if the client desires for any or no reason to deal exclusively with us, our affiliate or another franchise owner and not with you, then we, our affiliate or any other Matterhorn Fit Facility may serve the client within your Protected Territory, and you will not be entitled to any compensation. The procedures

governing our national, regional and institutional accounts program are set forth in our Operations Manual.

2. SITE SELECTION, LEASE OF PREMISES, AND DEVELOPMENT AND OPENING OF THE FACILITY.

A. SITE SELECTION.

If we have accepted a location for the Facility before the execution of this Agreement, the Premises will be set forth on **Exhibit B**. If we and you have not agreed upon a location for the Facility before signing this Agreement, then you are responsible for selecting the site for the Facility within the geographic area described in Exhibit B (the "Site Selection Area"). The exact size and boundaries of the Site Selection Area shall be determined in our sole judgment. The Site Selection Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection. If we deem it necessary, we will require you to use the services of a commercial realtor designated by us, and if so, you agree to work with the realtor and directly pay the agent's fee. You agree to obtain our written approval of the Facility's proposed site within the Site Selection Area before signing any lease, sublease, or other document for the site. We will use reasonable efforts to help analyze your market area, to help determine site feasibility, and to assist in designating the location, although we will not conduct site selection activities for you. We will not unreasonably withhold our acceptance of a site that meets our criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics. We will perform one onsite visit while you are identifying the site for your Facility, but if you request and we provide (at our option) additional onsite assistance while you are identifying the site for your Facility, you must pay us our then current non-refundable fee per additional site visit and reimburse us our out-of-pocket expenses that we incur in providing the assistance, including costs of transportation, lodging, and meals.

You agree to send us a description of the proposed site within the Site Selection Area, including a summary of the items listed above, along with a letter of intent or other evidence confirming your favorable prospects for obtaining the proposed site. We will use reasonable efforts to accept or reject the proposed site within the Site Selection Area within fifteen (15) days after receiving your written proposal. If we do not accept your proposed site within fifteen (15) days of receiving your written proposed (or after you provide any supplemental information that we request), the proposed site will be deemed rejected. Notwithstanding our time to review and accept or not accept any site you propose, you must have submitted and received our acceptance of a site within the Site Selection Area no later than one hundred twenty (120) days after the Effective Date, or we may terminate this Agreement (at our option) pursuant to Section 14 below. Upon our approval of a site, and after you secure the site, we will insert its address into **Exhibit B**, and it will be the Premises. You may operate the Facility only at the Premises.

You acknowledge and agree that, if we suggest, accept, or give you information regarding a site for the Premises, our action is not a representation or warranty of any kind, express or implied, of the site's suitability for a Matterhorn Fit Facility or any other purpose. Our action indicates only that we believe that the site meets our then acceptable criteria. Applying criteria

that has appeared effective with other sites and premises might not accurately reflect the potential for all sites and premises, and demographic and/or other factors included in or excluded from our criteria could change, altering the potential of a site and premises. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if a site and premises we suggest or accept for the location of a Matterhorn Fit Facility fails to meet your expectations. Accordingly, you acknowledge and agree that your acceptance of the Franchise pursuant to this Agreement is based on your own independent investigation of the site's suitability for the Premises.

B. LEASE OF PREMISES.

You must submit a proposed lease, sublease or other rental agreement for the Premises (each a "Lease") for our review before you sign it promptly after we accept the site for the Premises, or we may terminate this Agreement (at our option) pursuant to Subsection 14.B below. Any and all Leases that you propose or enter into must: (i) be in a form and contain substance we approve, and (ii) include our form of addendum to lease agreement attached hereto as **Exhibit C** (the "Lease Addendum") containing certain required terms and provisions applicable to the Lease. You must deliver to us fully-signed copies of the Lease and Lease Addendum, as approved by us, within seven (7) days after their execution. You also agree to sign, and have the landlord sign, any other document(s) we deem necessary to record our interest in the Premises in public real estate indices and elsewhere to protect our interests.

You acknowledge that our approval of the Lease (including the Lease Addendum, for purposes of the remainder of this Subsection 2.B) does not constitute a guarantee, warranty, or representation of any kind, whether express or implied, as to the Lease's fairness or suitability, your ability to comply with its terms, or the success or profitability of a Matterhorn Fit Facility operated at the Premises. Our approval of the Lease indicates only that we believe that the Premises and the Lease terms meet our then acceptable criteria. We do not, by virtue of approving the Lease, assume any liability or responsibility to you or to any third party. You may not modify the Lease if any proposed modification would impact our rights as a third-party beneficiary of provisions of the Lease.

If the Lease expires or is terminated without your fault, or if the site for the Premises is destroyed, condemned, or otherwise rendered unusable, we will allow you to relocate the Facility to a new site acceptable to us in your current Protected Territory. You must locate a substitute site, and begin operating the Facility from that substitute site, within one hundred eighty (180) days after you lose the right to occupy the Premises, or we may terminate this Agreement (at our option) pursuant to Section 14 below. Any relocation will be at your sole expense, and we may charge you an amount equal to Ten Thousand Dollars ($10,000) to cover the costs we incur and for our services in connection with any relocation of the Facility.

We reserve the right (but we have no obligation) to enter into a master lease for the Premises (or a substitute site you propose), whether directly or through an affiliate, and sublease the Premises (or any substitute site you propose) to you upon mutually agreeable terms regarding fees, rent and deposits. You acknowledge that any master lease that we or our affiliate may enter into for the Premises (or a substitute site you propose) shall neither give rise to any liability on our part (or that of our affiliates), nor shall such master lease be construed as an express or implied warranty to you regarding the viability, profitability or merit of the Premises (or a substitute site

you propose) for your Facility. You further acknowledge that you shall not be a third party beneficiary of the master lease and that we do not make any representations or guarantees regarding the commercial terms of the master lease, including, but not limited to, the rent. If we or our affiliate sublease the Premises (or a substitute site you propose) to you, you agree to execute our then current form of sublease, as may be modified or amended by us.

C. THE FACILITY'S DEVELOPMENT.

You are responsible for developing the Facility. We will give you mandatory and suggested specifications and layouts for a model Matterhorn Fit Facility, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings, and color scheme. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act (the "ADA") or similar rules governing public accommodations for persons with disabilities. It is your responsibility to prepare a site survey and all required construction plans and specifications to suit the Premises and to make sure that these plans and specifications comply with the ADA and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and Lease requirements and restrictions.

You are required to send us for our review and written approval construction plans and specifications and floor plans before you begin constructing the Facility and all revised or "as built" plans and specifications during construction. We may require you to use an approved or designated architect and/or general contractor (which may include or be limited to us and/or our affiliates) to design and construct the Facility, and we reserve the right to require you to submit to us all contractor bids you receive related to the Facility for the purpose of recording and benchmarking total construction costs for the future benefit of other franchise owners and all Matterhorn Fit Facilities. Any general contractor or other builders you use must maintain builder's and/or contractor's insurance (as applicable), lien insurance, and performance and completion bonds in forms and amounts acceptable to us, pursuant to Subsection 8.F below. Because our review is limited to ensuring your compliance with our design requirements, it might not assess compliance with federal, state, or local laws and regulations, including the ADA. Accordingly, you recognize and acknowledge that compliance with these laws is your responsibility. We may inspect the Premises while you are developing the Facility.

You agree to do the following, at your own expense, to develop the Facility at the Premises:

(1) secure all financing required to develop and operate the Facility;

(2) obtain all required building, utility, sign, health, sanitation, business, and other permits and licenses;

(3) construct all required improvements to the Premises and decorate the Facility according to approved plans and specifications;

(4) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating, and installation services;

(5) purchase or lease, and install, if applicable, according to our specifications, all required fixtures, furniture, equipment (including a required or recommended computer, facsimile, point-of-sale, and other electronic information systems and all equipment components and software necessary for you to accept and process our gift and loyalty cards and participate in our gift card, client loyalty, affinity, and similar programs), furnishings, and signs (collectively, "Operating Assets") for the Facility; and

(6) purchase an opening inventory of authorized and approved products, materials, and supplies to operate the Facility.

D. OPERATING ASSETS.

You agree to use in operating the Facility only those Operating Assets that we approve for Matterhorn Fit Facilities as meeting our specifications and standards for quality, design, appearance, function, and performance. You agree to place or display at the Premises (interior and exterior) only the signs, emblems, lettering, logos, and display materials that we approve at any time and from time to time. You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us and/or our affiliates).

E. TECHNOLOGY SYSTEM.

You agree to obtain and use the hardware and/or operating software (including point-of-sale equipment and software, webcam systems, telecommunications systems, security systems, audio/visual 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) we specify at any time and from time to time (the "Technology System"). We may modify specifications for and components of the Technology System. You also agree to maintain a functioning e-mail address. Our modification of specifications for the Technology System, and/or other technological developments or events, might require you to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Technology System. Although we cannot estimate the future costs of the Technology System or required service or support, and although these costs might not be fully amortizable over this Agreement's remaining Term, you agree to incur the costs of obtaining the computer hardware and software comprising the Technology System (or additions and modifications) and required service or support. We have no obligation to reimburse you for any Technology System costs. Within sixty (60) days after you receive notice from us, you agree to obtain the Technology System components that we designate and to ensure that your Technology System, as modified, is functioning properly.

You agree that we or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software or technology. We, our affiliates, or designated suppliers may charge you a monthly or other fee for any proprietary software or technology that we or they license to you and for other maintenance and support services that we or they may require you to receive during the Term.

Despite the fact that you agree to buy, use, and maintain the Technology System according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Technology System; (2) the manner in which your Technology System interfaces with our and any third party's computer system; and (3) any and all consequences if the Technology System is not properly operated, maintained, and upgraded.

The Technology System shall interface with our information technology systems and be electronically linked to us or our designee to enable us (or our designee) to poll such Technology System on a daily or other basis at such times and in such manner as established by us or our designee, with or without notice, and to retrieve such transaction information, including without limitation sales, sales mix, inventory, and other operations data as we and/or our designee deem appropriate. If for any reason polling is not practicable or prohibited by applicable law, we may require you to download such information into machine readable information compatible with the system operated by us, our affiliates, or our agents and to deliver such information to us by such method and at such temporal frequency as we may reasonably require.

You hereby consent to us obtaining, using and disclosing to third parties (including, without limitation, franchise owners, prospective franchise owners, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by us or disclosed to us, whether by means of the Technology System or otherwise, in accordance with this Agreement. You will obtain such consents from third parties, including your clients, as are necessary in order to give effect to the foregoing.

F. THE FACILITY OPENING.

You must notify us in writing at least sixty (60) days prior to the opening of the Facility. We reserve the right to inspect (or designate a third party to inspect) the Facility at any time prior to opening. You agree not to open the Facility until:

(1) we notify you in writing that the Facility meets our standards and specifications (although our acceptance is not a representation or warranty, express or implied, that the Facility complies with any engineering, licensing, environmental, labor, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, rules, regulations, requirements, or recommendations nor a waiver of our right to require continuing compliance with our requirements, standards, or policies);

(2) you (or your Managing Owner) and your other employees satisfactorily complete training;

(3) you pay any amounts then due to us;

(4) you provide us with evidence that demonstrates, in our sole discretion, you and the Facility are in compliance with all laws, regulations, and ordinances related to

athletic training, including, without limitation, any laws, regulations, and ordinances that require that a medical professional oversee any of the Services; and

(5) you give us certificates for all required insurance policies, or such other evidence of insurance coverage and payment of premiums as we may request.

Subject to your compliance with these conditions, you agree to open the Facility for business within eighteen (18) months days after the Effective Date of this Agreement, and you acknowledge that your failure to open timely shall be grounds for termination as set forth in Section 14 below.

3. FEES.

A. INITIAL FRANCHISE FEE.

In consideration of our granting you the Franchise, you agree to pay us a nonrecurring and, except as specifically provided in this Agreement, nonrefundable initial franchise fee (the "Initial Franchise Fee") in the amount of Fifty Thousand Dollars ($50,000). This fee is due, and fully earned by us, when you sign this Agreement.

You may be eligible to receive a refund of the Initial Franchise Fee (less any costs or expenses incurred by us for administration or training of you or your employees or managers for setting up your Facility) if your required attendees to our initial training program cannot complete initial training to our satisfaction, we terminate this Agreement (at our option), and you sign and submit to us a release of claims in a form we prescribe.

B. CONTINUING SERVICE AND ROYALTY FEE.

You agree to pay us, on the fifth (5th) day of each month and in the manner provided below (or as the Operations Manual otherwise prescribes), a monthly Continuing Service and Royalty Fee (the "Royalty") equal to seven percent (7%) of the Facility's Gross Sales, subject to the minimum annual royalty described below. On or before the fifth (5th) day of each month, you agree to send us on a form we approve (or as we otherwise direct) a signed statement of the Facility's Gross Sales for the preceding month. Each monthly statement of Gross Sales must be accompanied by the Royalty due for the preceding month, if not already otherwise paid for that month pursuant to this Agreement.

In the event the Royalty paid during any twelve (12) month period following the opening of your Facility is less than the minimum annual royalty (the "Minimum Annual Royalty") applicable to that period as specified in this Section, you must, within fifteen (15) days following the end of the month in which the anniversary of the opening date of your Facility occurs, also pay to us the difference between the Royalty you actually paid during the applicable twelve (12) month period and the Minimum Annual Royalty applicable to that period as provided below. The Minimum Annual Royalty payable each 12 month period following the opening of your Facility is: (i) for the first 12-month period following the opening of your Facility, $10,500; (ii) for the second 12-month period following the opening of your Facility, $15,750; (iii) for the third 12-month period following the opening of your Facility, $22,750; and (iv) for the fourth and each subsequent 12-month period following the opening of your Facility, $28,000 (including any 12-

month periods during any renewal term, if applicable) plus a compound annual increase of 5% per 12-month period, or a lower compound annual increase determined by us in our discretion for any renewal term. In the event the Royalty you actually paid us in any twelve (12) month period exceeds the specified Minimum Annual Royalty Fee for the twelve (12) month period, then no additional amount is due and payable to us.

C. SYSTEM ADVERTISING FUND CONTRIBUTION.

If we notify you that we are instituting the Fund (defined in Subsection 9.B), you agree to contribute to the Fund in the amounts that we prescribe at any time and from time to time, not to exceed two percent (2%) of the Facility's Gross Sales per month, payable in the same manner as the Royalty. The Fund contributions will be administered and used as set forth in Subsection 9.B below.

D. DEFINITION OF "GROSS SALES".

As used in this Agreement, the term "Gross Sales" means all revenue that you derive from operating the Facility, including, but not limited to, all amounts that you receive at or away from the Premises, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions and all other income of every kind and nature related to the Facility, but (1) excluding all federal, state, or municipal sales, use, or service taxes collected from clients and paid to the appropriate taxing authority and (2) reduced by the amount of any documented refunds, credits, allowances, and charge-backs the Facility in good faith gives to clients, which are approved by us in writing.

E. LATE FEES AND INTEREST.

All amounts which you owe us or our affiliate for any reason, will bear interest accruing as of their original due date at the maximum interest rate permitted by law. If there is no applicable legal maximum rate, interest will be calculated at the rate of four percent (4%) above the prime rate of interest on the first day of each month for the past due amount, as published in The Wall Street Journal. We may debit your bank account automatically for late fees and interest. You acknowledge that this Subsection 3.E is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the Facility.

F. APPLICATION OF PAYMENTS.

Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us. We may set off any amounts you or your owners owe us or our affiliates against any amounts we or our affiliates owe you or your owners. You may not withhold payment of any amounts you owe us due to our alleged nonperformance of any of our obligations under this Agreement.

G. METHOD OF PAYMENT.

Before the Facility opens, you agree to sign and deliver to us the document we require (the current form of which is set forth in **Exhibit E**) to authorize us to debit your business checking

account automatically for the Royalty, Fund contributions, and other amounts due under this Agreement and for your purchases from us and/or our affiliates (the "Electronic Depository Transfer Account" or "EDTA"). We will debit the EDTA for these amounts on their due dates. You agree to ensure that funds are available in the EDTA to cover our withdrawals. If there are insufficient funds in the EDTA to cover any such amount owed (or, if you are paying by check and a check is returned for insufficient funds), you must pay us, on demand, a processing fee of Two Hundred Fifty Dollars ($250), plus reimbursement of our additional administrative expenses and charges (together with the late fee noted in Subsection 3.E above). If there are insufficient funds in the EDTA, or if your check is returned for insufficient funds, then we may require you to make all subsequent payments to us by a certified or cashier's check.

If you fail to timely report the Facility's Gross Sales, we may debit your EDTA for one hundred twenty percent (120%) of the last Royalty and Fund contribution that we debited (together with the late fee noted in Subsection 3.E above). If we discover, once we have determined the Facility's true and correct Gross Sales, that the amounts we debited from your EDTA are less than the amounts you actually owe us, then we will debit your EDTA for the remaining balance on the day we specify. Conversely, if we discover that the amounts we debited from your EDTA are greater than the amounts you actually owe us, then we will credit an amount equal to: (i) the excess against the amounts we otherwise would debit from your EDTA during the following month, (ii) less a ten percent (10%) administrative fee on that excess amount that we will retain for having to conduct this process due to your failure to report.

We may require you to pay any amounts due under this Agreement or otherwise by means other than automatic debit (*e.g.*, by check) whenever we deem appropriate, and you agree to comply with our payment instructions.

4. TRAINING AND ASSISTANCE.

A. INITIAL TRAINING.

(1) If this is your first Facility, then before the Facility is scheduled to open for business, we will (1) guide you through our pre-training "Set The Foundation" process, which will help you get your Facility ready for launch and prepare you for your training week and (2) train you (or, if you are an Entity, your Managing Owner), the manager-level employee you appoint (your "General Manager"), and one (1) additional employee you designate on the material aspects of operating a Matterhorn Fit Facility. These persons must begin and complete the initial training (excluding the on-site support phase described below in this Subsection 4.A) to our satisfaction on dates established by us before the Facility's scheduled opening date. You are responsible for providing all initial and ongoing training to your staff. Your movement specialists must hold a standard personal trainer certification from the National Academy of Sports Medicine, American Council on Exercise, National Council on Strength & Fitness, International Sports Sciences Association or a comparable institution. Your rehabilitation specialists must be certified

in accordance with applicable state or local law to perform rehabilitative services within their scope of practice.

(2) We will provide the initial training program either online (virtual) and/or at a designated training facility of our choice and/or at an operating Matterhorn Fit Facility, except for the on-site support phase around opening that we will provide at the Premises (as discussed below in this Subsection 4.A).

(3) We will provide initial training for no additional fee for your three (3) attendees specified above in this Subsection 4.A. Additional people beyond three (3) attendees may attend initial training (subject to our capacity and ability to accommodate additional persons in the training session) if you pay our then current training charge for each additional person. We reserve the right to refuse to provide training to you or any of your proposed attendees for whom we have not received the relevant training fee. In addition to the initial training program fees, you agree to pay for all travel and living expenses that you (or your Managing Owner) and any of your personnel incur, all accrued wages, and related workers' compensation insurance while these persons train at a designated training facility of our choice and/or at an operating Matterhorn Fit Facility.

(4) You (or your Managing Owner), your General Manager, and your other attendee(s) must satisfactorily complete initial training. If we determine that you (or your Managing Owner), your General Manager, and your other attendee(s) cannot complete initial training to our satisfaction, we may terminate this Agreement.

(5) You (or your Managing Owner) may request additional training at the end of the initial training, to be provided at our then current per diem charges, if you (or your Managing Owner) feel that you or any of your attendees are not sufficiently trained to operate a Matterhorn Fit Facility. We and you (or your Managing Owner) will jointly determine the time and duration of this additional training. However, if you (or your Managing Owner) and the other attendees satisfactorily complete our initial training program and you do not expressly inform us at the end of the program that you (or your Managing Owner) or other attendees do not feel sufficiently trained in the operation of a Matterhorn Fit Facility, then you (or your Managing Owner) and all other attendees to the initial training program will be deemed to have been trained sufficiently to operate a Matterhorn Fit Facility.

(6) When the Facility is preparing to open for business, we will at our own cost, send at least one (1) of our representatives to the Facility for the duration and hours we determine in our sole judgment may be needed to provide on-site support in connection with pre-opening and opening activities. We reserve the right to provide more online training, representatives, or more on-site support, at the Premises during this period as we deem necessary. For avoidance of doubt, we solely determine the timing, scheduling and staffing of on-site support we provide according to this subparagraph, including the calendar dates and times of our support. You must successfully complete all activities of this online and/or on-site support period to our satisfaction. If you request, and we agree to provide, additional or special guidance, assistance, or training during this on-site support

period, then you agree to pay our then applicable charges, including our personnel's per diem charges and travel and living expenses.

B. ONGOING TRAINING.

As described in Subsection 4.A above, we will provide on-site training and assistance, as we determine in our sole judgment, for at least two (2) business days before, during and/or after the Facility opens for business for no additional charge. We need not provide such on-site training on consecutive days.

We may require you (or your Managing Owner) and/or other previously trained and experienced employees to attend and complete satisfactorily various training courses that we periodically choose to provide either online or in-person at the times and locations that we designate. We may charge reasonable registration or similar fees for these courses. Besides attending these courses, you agree to attend an annual meeting of all Matterhorn Fit Facility franchise owners at a location we designate, if we organize and plan (at our option) such a meeting. You agree to pay all costs to attend these online or in-person training courses and meetings.

We require that any General Managers you hire or appoint after your Facility opens for business satisfactorily complete our initial and ongoing training programs as established by us either before they assumes responsibility for overseeing and supervising the Facility. We may charge reasonable fees for training General Managers, not to exceed our then-current fees for such training (currently $500). You agree to pay all travel and living expenses which you and your employees incur during all training courses and programs.

You understand and agree that any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which we may discontinue and modify at any time and from time to time.

C. GENERAL GUIDANCE AND CONSULTATION SERVICES.

We will advise you at any time and from time to time regarding the Facility's operation based on your reports or our inspections and will guide you with respect to: (1) standards, specifications, and operating procedures and methods that Matterhorn Fit Facilities use; (2) purchasing required and authorized Operating Assets and other items and arranging for their distribution to you; (3) advertising and marketing materials and programs; (4) employee training; and (5) administrative, bookkeeping, accounting, and inventory control procedures.

We will guide you in our operations manual (the "Operations Manual"); in bulletins or other written materials; by electronic media; by telephone consultation; and/or at our office or the Facility. If you request, and we agree to provide (subject to our availability), additional or special guidance, assistance, or training, you agree to pay our then applicable charges, including our personnel's per diem charges and travel and living expenses.

If you request, and we agree to provide (subject to our availability) either (i) additional guidance, assistance, or training, or (ii) specialized Consultation Services, then you agree to pay

our then applicable charges, including our personnel's per diem charges and travel and living expenses. For purposes of this Agreement, "Consultation Services" may include any advice related to the operation of your Facility, on-site reviews of your operations and additional training as needed, on-site training for you (or your Managing Owner), General Managers, or any of your other personnel, and other specialized assistance.

D. OPERATIONS MANUAL.

We will provide you access during the Term to one (1) copy of our online Operations Manual, which may also include audiotapes, videotapes, compact disks, computer software, other electronic media, and/or written materials. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules ("System Standards") that we periodically prescribe for operating a Matterhorn Fit Facility and information on your other obligations under this Agreement. We may modify the Operations Manual periodically, in our sole judgment, to reflect changes in System Standards. For purposes of this Agreement, all written instructions or communications we or our affiliates provide to all, or a substantial number of, Matterhorn Fit Facility franchise owners concerning aspects or modifications to the System shall be deemed part of the Operations Manual.

The online Operations Manual shall be deemed the current version, and if there is a dispute over its contents, our online master copy, including any related written instructions or communications set forth above, of the Operations Manual controls. You agree that the Operations Manual's contents are confidential and that you will not disclose the Operations Manual to any person other than Facility employees who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual.

We will post some or all of the Operations Manual on a restricted Website or extranet to which you will have access. (For purposes of this Agreement, "Website" means an interactive electronic document contained in a network of computers linked by communications software, including, without limitation, the internet and World Wide Web home pages). If we do so, you agree to monitor and access the Website or extranet for any updates to the Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Operations Manual on a Website or extranet will be deemed to be part of Confidential Information (defined in Section 6 below).

E. DELEGATION OF PERFORMANCE.

You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

5. MARKS.

A. OWNERSHIP AND GOODWILL OF MARKS.

Our parent, SRK1, LLC, owns and has licensed the Marks to us to use, and to sublicense others to use, in connection with the franchising, development, and operation of Matterhorn Fit Facilities. Therefore, you agree and acknowledge that the Marks are ours (or our parent's) exclusive property, and that we are granting you a license (or sublicense, as applicable) to use the Marks in connection with the Facility's development and operation. Your right to use the Marks is derived only from this Agreement and is limited to your operating the Facility according to this Agreement and all System Standards we prescribe during the Term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our and/or our parent's rights in the Marks. You acknowledge and agree that your use of the Marks and any goodwill established by that use are exclusively for our and/or our parent's benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the Facility under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional proprietary trade and service marks we authorize you to use. You may not at any time during or after the Term and any Renewal Term contest, or assist any other person in contesting, the validity, or our and/or our affiliate's ownership, of the Marks.

B. LIMITATIONS ON YOUR USE OF MARKS.

You agree to use the Marks as the Facility's sole identification, except that you agree to identify yourself as its independent owner in the manner we prescribe. You may not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you), (3) in selling any unauthorized services or products, (4) as part of any domain name, homepage, social media site page, group or post, electronic address, or otherwise in connection with a Website (other than our Website), or (5) in any other manner that we have not expressly authorized in writing.

You may not use any Mark in advertising the transfer, sale, or other disposition of the Facility or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You agree to display the Marks prominently as we prescribe at the Facility and on forms, advertising, supplies, and other materials we designate. You agree to use the notices of trade and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS.

You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office ("USPTO") proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You agree to sign any documents and take any other reasonable action that, in the opinion of our

attorneys, are necessary or advisable to protect and maintain our interests in any litigation or USPTO or other proceeding or otherwise to protect and maintain our interests in the Marks.

D. DISCONTINUANCE OF USE OF MARKS.

If, in our sole judgment, it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you agree to comply with our directions within a reasonable time (not to exceed thirty (30) days) after receiving notice. We need not reimburse you for your direct expenses of changing the Facility's signage, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

Our rights in this Subsection 5.D apply to any and all of the Marks (and any portion of any Mark) that we authorize you to use in this Agreement. We may exercise these rights at any time and for any reason, business or otherwise, that we think best. You acknowledge both our right to take this action and your obligation to comply with our directions.

E. INDEMNIFICATION FOR USE OF MARKS.

We agree to reimburse you for all damages and reasonable expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding. At our option, we may defend and control the defense of any proceeding arising from your use of any Mark under this Agreement.

6. CONFIDENTIAL INFORMATION.

We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the "Confidential Information"), relating to developing and operating Matterhorn Fit Facilities, including (without limitation):

(1) site selection criteria and layouts, designs and other plans and specifications for Matterhorn Fit Facilities;

(2) strategies, techniques, and training programs used as part of the Services;

(3) training and operations materials and manuals;

(4) methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing and operating Matterhorn Fit Facilities;

(5) marketing, promotional and advertising research and programs for Matterhorn Fit Facilities;

(6) knowledge of specifications for and suppliers of Operating Assets and other products and supplies, including supplier pricing and related terms;

(7) any computer software or similar technology which is proprietary to us or the System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;

(8) knowledge of the operating results and financial performance of Matterhorn Fit Facilities other than the Facility;

(9) graphic designs and related intellectual property;

(10) client solicitation, communication and retention programs, along with data and information used or generated in connection with those programs;

(11) all data and other information generated by, or used in, the operation of the Facility, including client names, addresses, phone numbers, pricing and other information supplied by any client (such as credit card information or personal information), and any other information contained at any time and from time to time in the Technology System or that visitors to the Facility (including you and your personnel) provide to the Website for the network of Matterhorn Fit Facilities;

(12) future business plans relating to Matterhorn Fit Facilities and the Matterhorn Fit Facility franchise opportunity, including expansion and development plans; and

(13) any other information that we reasonably designate as confidential or proprietary.

You acknowledge and agree that you will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the Facility during the Term and any Renewal Term, and that Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you agree, and you in fact do agree, that you:

(a) will not use Confidential Information in any other business or capacity;

(b) will keep each item deemed to be part of Confidential Information absolutely confidential, both during the Term and any Renewal Term and then thereafter for as long as the item is not generally known in the rehabilitation and fitness industry;

(c) will not sell, trade or otherwise profit in any way from the Confidential Information (including by selling or assigning any client names, addresses, phone numbers, e-mail contact information, or related data), except using methods that we may have authorized or approved in our sole judgment;

(d) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form;

(e) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to Facility personnel and others and using non-disclosure and non-competition agreements with those having access to Confidential Information. We have the right to regulate the form of agreements that you use and to be a third party beneficiary of those agreements with independent enforcement rights. The current form of Nondisclosure and Non-Competition Agreement is attached as **Exhibit D**; and

(f) will notify us within twenty-four (24) hours of any unauthorized use or disclosure of Confidential Information (whether by you or any Facility employees or personnel).

Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the rehabilitation and fitness industry through publication or communication by others (without violating an obligation to us); or which, after we disclose it to you, lawfully becomes generally known in the rehabilitation and fitness industry through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

All ideas, concepts, techniques, or materials relating to a Matterhorn Fit Facility, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent that any item does not qualify as a "work made-for-hire" for us, by this paragraph you hereby assign ownership of that item, and all related rights to that item, to us, hereby waive all moral rights in that item, and hereby agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item (including signing assignment or other documents, and causing your owners, employees and contractors to do the same). You may not use any such idea, concept, technique or material in connection with the Facility without our prior approval.

7. EXCLUSIVE RELATIONSHIP.

You acknowledge that we have granted you the Franchise in consideration of and reliance upon your agreement to deal exclusively with us. You therefore agree that, during the Term and any Renewal Term, neither you, any of your owners, nor any of your or your owners' immediate family members (*i.e.* a spouse, legally-recognized domestic partner, parents, children, or sibling(s)) will:

(a) have any direct or indirect controlling or non-controlling interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business, wherever located or operating (except that equity ownership of less than two percent (2%) of a Competitive Business whose stock or other forms of ownership interest are publicly

traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(b) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(c) divert or attempt to divert any actual or potential business or client of the Facility to a Competitive Business;

(d) directly or indirectly loan any money or other thing of value to, or guarantee any other person's loan to, any Competitive Business or any owner, director, officer, manager, employee, agent or vendor of any Competitive Business, wherever located or operating; or

(e) engage in any other activity which, in our sole opinion, might injure the goodwill of the Marks and System.

The term "Competitive Business" means (i) any business which derives more than 10% of its revenue from providing pain relief, rehabilitation, personal training, elite level training, nutritional services and/or other similar services (ii) any business granting franchises or licenses to others to operate the type of business specified in subparagraph (i) (other than a Matterhorn Fit Facility operated under a franchise agreement with us).

You agree to have all of the following persons sign, and you will submit to us executed copies of, our then current form of Nondisclosure and Non-Competition Agreement from all of the following persons: (i) your General Manager and any supervisory or other employees who have received or will receive training from us, prior to their employment; (ii) if you are an Entity, all your officers, directors, shareholders, partners, members, managers and equity holders, and those of any Entity directly or indirectly controlling you, concurrent with the execution of this Agreement, or at such time as they assume such status; and (iii) all of the persons enumerated in this Section 7 and Subsection 15.D below. You agree to provide us copies of all executed Nondisclosure and Non-Competition Agreements no later than ten (10) days following their execution.

8. SYSTEM STANDARDS.

A. CONDITION AND APPEARANCE OF THE FACILITY.

You agree that:

(1) you will maintain the condition and appearance of the Facility, its Operating Assets and the Premises in accordance with System Standards and consistent with the image of a Matterhorn Fit Facility and in observing the highest standards of cleanliness, sanitation, efficient, courteous service and pleasant ambiance, and in that connection will take, without limitation, the following actions during the Term: (1) thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at intervals we prescribe; (2) interior and exterior repair of the Premises; (3) maintenance and alteration

of the interior and exterior of the Premises to satisfy health and safety requirements; and (4) repair, maintenance or replacement of damaged, non-functioning, worn out or obsolete Operating Assets or other equipment;

(2) you will place or display at the Premises (interior and exterior) only those signs, emblems, designs, artwork, lettering, logos, and display and advertising materials that we at any time and from time to time approve;

(3) if at any time we determine, in our reasonable judgment, the general state of repair, appearance or cleanliness of the Premises of the Facility or its fixtures, furnishings, equipment or signs does not meet our System Standards, we have the right to notify you, specifying the action you must take to correct the deficiency. If (i) within twenty-four (24) hours after you received our notice in the case of a deficiency of a health, safety, or sanitary law, ordinance or regulation or (ii) within ten (10) days after you received our notice in the case of any other deficiencies, you do not initiate action to correct the deficiency and then continue in good faith and with due diligence, we have the right, in addition to all other remedies, to enter the Premises or the Facility and do any required maintenance or refurbishing on your behalf. You must reimburse us on demand for all costs and expenses we incur in connection with such maintenance and refurbishment; and

(4) once every five (5) years, but no later than the fifth (5^{th}) anniversary of the Effective Date, on notice from us, you shall remodel, expand, redecorate, reequip and/or refurnish the Premises and the Facility at your expense to reflect changes in the operations of Matterhorn Fit Facilities which we prescribe and require of new franchise owners. You shall diligently complete such renovation within a reasonable time after commencing the work.

B. FACILITY SPECIFICATIONS, STANDARDS AND PROCEDURES.

You agree that: (1) the Facility will offer for sale the Services and other products and services that we specify at any time and from time to time, and, will only use the methods we have specified or approved; (2) the Facility will offer and sell approved products and services only in the manner we have prescribed; (3) you will not offer for sale or sell at the Facility, the Premises or any other location any products or services we have not approved in advance; (4) all products will be offered and sold only at retail and from the Premises (subject to off-site marketing or sales activities we must specifically approve) and you will not offer or sell any products at wholesale or on the internet; (5) you will discontinue selling and offering for sale any products or services that we at any time decide (in our sole judgment) to disapprove in writing; (6) you may engage in online marketing (including through social media) in compliance with the requirements in the Operations Manual, provided that you will not engage in targeted marketing that is directed into a territory assigned to us, our affiliate or another franchise owner unless the marketing is conducted as part of an advertising cooperative that includes the affected territory; and (7) you will not offer Services away from the Premises or through alternative channels of distribution.

C. APPROVED PRODUCTS, SERVICES, DISTRIBUTORS AND SUPPLIERS.

We have developed or may develop standards and specifications with respect to certain products and services and with respect to certain types, models and brands of required Operating Assets, and related products, materials and supplies. We reserve the right at any time and from time to time to approve specifications or suppliers and distributors of the above or other products and services that meet our reasonable standards and requirements. If we do so, you agree to purchase only such products and services meeting those specifications, and if we require it, only from distributors and other suppliers we have approved, including or limited to ourselves or our affiliates.

We may limit the number of approved distributors or suppliers (collectively "suppliers") with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason, including that we have already designated an exclusive source (which might be us or our affiliate) for a particular item or service.

We and our affiliates may mark up and profit on the sale of goods or services to you and/or receive payments, rebates, or other material consideration from suppliers on account of such suppliers' dealings with us, you and other franchise owners, and may keep or use any amounts so received without restriction and for any purpose we and our affiliates deem appropriate. We may concentrate purchases with one or more suppliers or distributors to obtain lower prices or the best advertising support or services. Approval of a supplier or distributor may be conditioned on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, client relations, frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our continued evaluation of the supplier or distributor at any time and from time to time.

If you would like to purchase any items from any unapproved supplier or distributor, you must submit to us a written request for approval of the proposed supplier or distributor. We have the right to inspect the proposed supplier's or distributor's facilities, and to require product samples from the proposed supplier or distributor to be delivered at our option either directly to us or to any independent, certified laboratory which we designate for testing. Either you or the proposed supplier or distributor must pay us a fee (not to exceed the reasonable cost of the inspection, including reasonable costs to cover employee compensation and travel expenses, and the actual cost of the test) to make the evaluation. We have no obligation to approve any new supplier, product, or service you propose. We reserve the right to periodically re-inspect the facilities and products of any approved supplier or distributor and to revoke our approval if the supplier or distributor does not continue to meet any of our criteria.

We and our affiliates have developed, or may develop, specially formulated treatment plans for use in the operation of Matterhorn Fit Facilities. You must use only the treatment plans which meet our current requirements and specifications.

D. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Facility and must operate the Facility in full compliance with all applicable federal, state, and local laws, ordinances and regulations, including, without limitation, government regulations relating to occupational hazards, health, worker's compensation and

unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. All advertising and promotion by you must be completely factual and must conform to the highest standards of ethical advertising. The Facility must in all dealings with its clients, suppliers, us and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Marks and other Matterhorn Fit Facilities. You must notify us in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect your operation or financial condition or that of the Facility and of any notice of violation of any law, ordinance, or regulation relating to the Facility.

E. MANAGEMENT OF THE FACILITY/CONFLICTING INTERESTS.

The Facility must at all times be under the full-time direct, on-premises supervision of you (or your Managing Owner), or your General Manager, either of whom must have successfully completed the initial training program that we describe above in this Agreement. You shall take such steps as are necessary to ensure that any and all of the Facility's employees preserve good client relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as we may establish from time to time in the Operations Manual or otherwise in writing. You and your employees shall handle all client complaints, refunds, returns, and other adjustments in a manner that will not detract from the name and goodwill of the Marks, the System or us.

We reserve the right to approve or disapprove of any General Manager you appoint. If we disapprove of any General Manager you propose, you must promptly appoint a replacement General Manager satisfactory to us. If your relationship with a General Manager terminates for any reason, then you must promptly appoint a replacement General Manager that meets our approval. Even if you appoint a General Manager for day-to-day operations, you (or your Managing Owner) must remain active in overseeing the Facility's ongoing business activities.

Besides you (or your Managing Owner) or the General Manager, the Facility must at all times have a sufficient number of personnel on staff to operate the Facility in accordance with our then current System Standards.

You (or your Managing Owner) must keep us informed at all times of the identity of the General Manager, and ensure that such personnel are competent and proficient in their duties. You (or your Managing Owner) are solely responsible for all employment decisions for the Facility, including hiring, firing, remuneration, personnel policies, training, benefits, and maintaining supervision and discipline, regardless of whether you received advice from us on any of these subjects.

F. INSURANCE.

During the Term you must maintain the following categories of insurance coverage in force at your sole expense, all containing the minimum liability coverage we prescribe at any time and from time to time in the Operations Manual (unless otherwise indicated below):

(1) Broad form comprehensive public liability, general liability, product liability, and contractual liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the Facility's operation;

(2) All risk or special form coverage on your Premises, including boiler and machinery coverage extending to all improvements and alterations, trade fixture, and business personal property having adequate limits to replace all that is damaged as caused by, or occurring in connection with, the Facility's operation;

(3) Business interruption insurance to cover the rent of the Premises, previous profit margins, maintenance of competent personnel and other fixed expenses for the duration of the interruption to your Facility's operation;

(4) If any vehicle is used in connection with the operation of the Facility, automobile liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the Facility's operation;

(5) Worker's compensation and employer's liability insurance (in amounts authorized by statute), unemployment insurance and state disability insurance (as required by governing law) for your employees;

(6) Employer's liability insurance (in amounts authorized by statute);

(7) Unemployment insurance and state disability insurance (as required by governing law) for your employees;

(8) Employment practices liability insurance;

(9) Insurance coverage of such type, nature and scope sufficient to satisfy your indemnification obligations under Subsection 16.D below; and

(10) Any additional insurance required by your lessor or master lessor.

You understand that the types and coverage amounts we prescribe are only minimums, and that we have not assessed whether, and do not guarantee that, the types and coverage amounts are sufficient for the Facility. We also recommend that you obtain the following insurance: (1) cyber security insurance; (2) crime insurance; (3) in connection with any construction, refurbishment, and/or remodeling of the Facility, builder's and/or contractors' insurance (as applicable), lien insurance, and performance and completion bonds in forms and amounts acceptable to us; and (4)

umbrella or excess liability insurance providing coverage excess of the underlying general liability, motor vehicle liability and employer's liability insurance above.

We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage (including reasonable excess liability insurance, employment practices liability insurance, and cyber insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. Required coverage must contain the following (i) a severability of interest clause for all named insureds, with no cross-liability for exclusion; (ii) insurers' waiver of subrogation against us and all named insureds, and (iii) a waiver of rights of recovery against us.

These insurance policies must be obtained from responsible insurance carriers acceptable to us and which are authorized to do business in the state(s) in which the Facility is located. These insurance policies must name us, any affiliates we designate, and the Indemnified Parties (as defined in Subsection 16.D below) as additional named insureds for claims arising from the Facility's operation and provide for thirty (30) days' prior written notice to us of a policy's material modification, cancellation or expiration. These insurance policies must be primary to and without right of contribution from any other insurance policy purchased by us or any other Indemnified Party; must not limit or reduce coverage for you if there is a claim by us or any one or more of the other Indemnified Parties; must not contain a self-insured retention; must not contain a deductible in excess of $25,000; must make satisfaction of any/all deductibles your sole responsibility; and must extend to and provide indemnity for all of your indemnification obligations to us and the other Indemnified Parties under this Agreement. You agree not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend your insurance policies without our prior written consent. If there is a claim by us or any one or more of the other Indemnified Parties against you, you must, upon our request, assign to us all rights which you then have or thereafter may have with respect to the claim against the insurer(s) providing the coverages described above.

You must provide us with copies of your Certificates of Insurance or other evidence we require evidencing the required coverages no later than ten (10) days before you commence operations at your Facility. You must furnish us, on an annual basis, copies of your Certificates of Insurance or other evidence we require of your maintaining this insurance coverage and paying premiums. You must furnish us the original policies evidencing all such insurance coverages within five (5) days of our written request. You agree to renew all policies and documents, and to furnish us copies of renewal Certificates of Insurance or other evidence we require of your maintaining this insurance coverage and paying premiums prior to the expiration date of the policy.

If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain such insurance for you and the Facility on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance. If we obtain such insurance for you and the Facility on your behalf, you must furnish all information necessary to obtain and maintain such insurance within fifteen (15) days of our request.

G. PRICING.

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services. These rights may include (without limitation) prescribing the maximum and/or minimum retail prices which you may charge clients for the products and/or services offered by your Facility; recommending retail prices; advertising specific retail prices for some or all products or services sold at your Facility; requiring you to participate in marketing, promotional and related campaigns which may directly or indirectly impact your retail prices; and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which your Facility may charge the public for the products and services it offers. We may engage in any such activity either periodically or throughout the Term. Further, we may engage in such activity only in certain geographic areas (cities, states, regions) and not others, or with regard to certain subsets of franchise owners and not others. You acknowledge that the prices we prescribe or suggest may or may not optimize the revenues or profitability of your Facility and you irrevocably waive any and all claims arising from the establishment or suggestion of your Facility's retail prices.

H. DISCOUNTS, GIVEAWAYS AND OTHER PROMOTIONS.

You acknowledge and agree that periodic discounts, giveaways and other promotions are an integral part of the System. Therefore, you agree to offer and participate in any required discounts, giveaways and other promotions at your sole cost and expense, in accordance with our specifications. You further agree to honor the discounts, giveaways and other promotions offered by other Matterhorn Fit Facility franchise owners under any such program we establish, as long as such compliance does not contravene any applicable law, rule or regulation.

I. COMPLIANCE WITH SYSTEM STANDARDS.

You acknowledge and agree that operating and maintaining the Facility according to System Standards are essential to preserve the goodwill of the Marks and all Matterhorn Fit Facilities. Therefore, you agree at all times to operate and maintain the Facility according to all of our System Standards, as we periodically modify and supplement them, even if you believe that a System Standard, as originally issued or subsequently modified, is not in the System's or the Facility's best interests. Although we retain the right to establish and periodically modify System Standards that you have agreed to maintain, you retain the right to and responsibility for the day-to-day management and operation of the Facility and implementing and maintaining System Standards at the Facility.

As examples, and without limitation, System Standards may regulate any one or more of the following, in addition to the items described in Subsections 8.A through 8.H above:

(1) inventory requirements for products, services and supplies so that the Facility may operate at full capacity;

(2) terms and conditions of the sale and delivery of, and terms and methods of payment for, products and services that you obtain from us and affiliated and unaffiliated suppliers; and our and our affiliates' right not to sell you any products or to provide you with services, or to do so only on a "cash-on-delivery" or other basis, if you are in default under any agreement with us;

(3) sales, marketing, advertising, promotional and loyalty programs and materials and media, including required signage and brochures for the Facility, social media Websites, used in these programs ("social media" includes personal blogs, common social networks like Facebook, Instagram, TikTok or Pinterest, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools);

(4) use and display of the Marks at the Facility and on boxes, bags, labels, forms, paper and plastic products, and other supplies;

(5) issuing and honoring gift certificates;

(6) staffing levels for the Facility; identifying the Facility's personnel; and employee qualifications, training, dress, and appearance (although you have sole responsibility and authority concerning employee selection and promotion, hours worked, rates of pay and other benefits, work assigned, and working conditions);

(7) days and hours of operation;

(8) participation in market research and testing and product and service development programs and preparation of reports and other relevant information we may request regarding the market research, as well as participation in, and dues assessed for, advisory councils;

(9) accepting credit and debit cards, other payment systems, and check verification services;

(10) product sampling, including requirements regarding quantity and frequency;

(11) bookkeeping, accounting, data processing, and recordkeeping systems and forms; formats, content, and frequency of reports to us of sales, revenue, financial performance, and condition; and giving us copies of tax returns and other operating and financial information concerning the Facility;

(12) use of social media in connection with your Facility's operation or otherwise referencing the Marks and System; and

(13) any other aspects of operating and maintaining the Facility that we determine to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and Matterhorn Fit Facilities.

You agree that you are obligated to comply with all System Standards we prescribe in the Operations Manual, or otherwise communicate to you in writing or another tangible form during the Term (for example, via System extranet or Website), as we periodically modify them.

J. MODIFICATION OF SYSTEM STANDARDS.

We periodically may modify System Standards, which may accommodate regional or local variations, and these modifications may obligate you to invest additional capital in the Facility and/or incur higher operating costs. You agree to implement any changes in System Standards within the time period we request, whether they involve refurbishing or remodeling the Premises or any other aspect of the Facility, buying new Operating Assets, adding new services, or otherwise modifying the nature of your operations, as if they were part of this Agreement as of the Effective Date.

9. MARKETING.

A. GRAND OPENING ADVERTISING.

You agree to spend a minimum of Fifteen Thousand Dollars ($15,000) to advertise and promote the Facility, on activities to be agreed upon and approved by us in advance, during a grand opening period beginning sixty (60) days before the scheduled opening of the Facility. You agree to strictly comply with our guidelines for this grand opening advertising program.

B. SYSTEM ADVERTISING FUND.

Recognizing the value of advertising and marketing to the goodwill and public image of Matterhorn Fit Facilities, we may establish a System Advertising Fund (the "Fund") for general brand recognition, advertising, marketing, and public relations programs and development of materials we deem appropriate. You agree to contribute to the Fund the amount we require as set forth in Subsection 3.C above.

We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with Matterhorn Fit Facilities and with whom we have agreed that we will so deposit these allowances. (These payments are different from those which are not designated by suppliers to be used exclusively for advertising or similar purposes, and which we and our affiliates therefore may use for any purposes we and they deem appropriate, as provided in Subsection 8.C above.)

The Fund may periodically give you samples of advertising, marketing, and promotional formats and materials at no cost. We will sell you multiple copies of these materials at our direct cost of producing them, plus any related shipping, handling, and storage charges.

We and/or our designee will direct all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and electronic media; costs associated with inbound marketing channels and providers (for example, Google, Facebook, Instagram, TikTok, Pinterest and Yelp); developing, implementing, and maintaining an electronic commerce Website and/or related strategies and efforts, social media strategy and execution; use of social media influencers; administering regional and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund

may advertise locally, regionally, and/or nationally in printed materials, on radio or television, and/or on the Internet.

We will account for the Fund separately from our other funds and not use the Fund for any of our general operating expenses. However, we may use the Fund to pay the reasonable salaries and benefits of personnel who manage, administer and perform activities on behalf of the Fund, the Fund's other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Fund contributions.

The Fund will not be our asset. Although the Fund is not a trust, we will hold all Fund contributions for the benefit of the contributors and use contributions only for the purposes described in this Subsection 9.B. We do not owe any fiduciary obligation to you for administering the Fund or any other reason. We expect to expend most contributions to the Fund for advertising during the fiscal year when the contributions are made. However, the Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, pay back outstanding principal amounts borrowed in prior years from us or third parties, or invest any surplus for future use. If we advance and expend an amount greater than the amount available in the Fund in any fiscal year, we will be entitled to reimburse ourselves from the Fund during the following fiscal year for all such advanced sums, with interest payable on such advanced funds at the greater of one and one half percent (1.5%) per month or the maximum commercial contract interest rate permitted by law (with interest accruing the first calendar day following the day on which we advance and expend any such sum). If we expend less than the total sum available in the Fund during any fiscal year, we may expend the unused sum during the following fiscal year. We will use all interest earned on Fund contributions to pay costs before using the Fund's other assets.

We will prepare an annual, unaudited statement of Fund collections and expenses and give you the statement upon written request. We reserve the right, in our sole determination, to have the Fund audited annually at the Fund's expense by an independent certified public accountant. We may incorporate the Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Subsection 9.B.

We intend the Fund to maximize recognition of the Marks and patronage of Matterhorn Fit Facilities. Although we will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Matterhorn Fit Facilities, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by Matterhorn Fit Facilities operating in that geographic area or that any Matterhorn Fit Facility benefits directly or in proportion to its Fund contribution from the development of advertising and marketing materials or the placement of advertising and marketing.

We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle, and

compromise all claims by or against the Fund. Except as expressly provided in this Subsection 9.B, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund.

We may at any time defer or reduce contributions of a Matterhorn Fit Facility franchise owner and, upon thirty (30) days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will distribute all unspent monies to our franchise owners, and to us and our affiliates, in proportion to their, and our, respective Fund contributions during the preceding twelve (12) month period. We may reinstate Fund contributions upon the same terms and conditions set forth herein upon thirty (30) days' prior written notice to you.

C. BY YOU.

You agree to list and advertise the Facility in at least one (1) online directory listing (e.g., Google or Yelp) as we designate or approve from time to time.

In addition to your grand opening obligation in Subsection 9.A above and your Fund contribution obligations in Subsection 9.B above, you agree to spend, during the second month of the Term and in all subsequent months, a minimum of Two Thousand Dollars ($2,000) (reduced to One Thousand Five Hundred Dollars ($1,500) per month if your Facility's average Gross Sales (measured over the prior six (6) month period) exceed Thirty Thousand Dollars ($30,000) per month; the Two Thousand Dollars ($2,000) per month fee will be reinstated if your Facility's rolling six (6) month average Gross Sales is below Thirty Thousand Dollars ($30,000) to advertise and promote the Facility (the "Local Advertising Expenditure"). Within thirty (30) days after the end of each month, you agree to send us, in the manner we prescribe, an accounting of your expenditures for local advertising and promotion during the preceding month.

Your local advertising and promotion must follow our guidelines. All advertising and promotional materials that you develop for your Facility must contain notices of our Website's domain name in the manner we designate. You may not develop, maintain, or authorize any Website or social media account that mentions or describes you or the Facility or displays any of the Marks without our prior written approval in each instance. You agree that your advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe at any time and from time to time.

Before you use them, you agree to send us or our designated agency for approval samples of all advertising, promotional, and marketing materials which we have not prepared or previously disapproved including, but not limited to, press releases and interviews for publication in any media. If you do not receive written approval within fifteen (15) days after we or our designated agency receives the materials, they are deemed to be disapproved. You may not use any advertising, promotional, or marketing materials that we have not approved or that we have (or were deemed) disapproved.

D. COOPERATIVE ADVERTISING PROGRAMS.

We may designate an advertising coverage area ("ACA") - local or regional - in which two (2) or more Matterhorn Fit Facilities are located in order to establish a cooperative advertising program ("Cooperative Program") for that ACA. An ACA is the area covered by the particular advertising medium recognized in the industry. All franchise owners in the ACA will be required to participate. Each Matterhorn Fit Facility operating in the ACA will have one vote, including Matterhorn Fit Facilities operated by us or our affiliates.

Each Cooperative Program will be organized and governed in a form and manner, and begin operating on a date, that we determine in advance. Each Cooperative Program's purpose is, with our approval, to administer advertising programs and develop promotional materials for the area the Cooperative Program covers. If we establish a Cooperative Program for the geographic area in which the Facility is located, you must sign the documents we require to become a member of the Cooperative Program and participate in the Cooperative Program as those documents require.

If a Cooperative Program is established for your ACA, you will be required to contribute up to two percent (2%) of your Facility's Gross Sales to the Cooperative Program weekly, monthly, or as otherwise specified by fifty percent (50%) or more of the Matterhorn Fit Facilities operating in the ACA. You will not be required to contribute more than two percent (2%) of your Facility's Gross Sales to the Cooperative Program unless sixty-seven percent (67%) or more of the Matterhorn Fit Facilities operating in the ACA, including any Matterhorn Fit Facilities operated by us or our affiliates, vote to increase the contributions of all Matterhorn Fit Facilities operating in the ACA in excess of the two percent (2%). Any amounts you contribute to a Cooperative Program will count toward the percentage of Gross Sales you are required to spend under Subsection 9.C to promote your Facility.

You agree to send us and the Cooperative Program any reports that we require. The Cooperative Program and its members may not use any advertising or promotional plans or materials without our prior written consent.

10. RECORDS, REPORTS, AND FINANCIAL STATEMENTS.

You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats we prescribe at any time and from time to time. We may require you to use a Technology System to maintain certain sales data and other information and to report such information to us via a website or other means. You agree to give us in the manner and format that we prescribe at any time and from time to time:

(a) within five (5) days after the end of each month, a report on the Facility's Gross Sales during the preceding month;

(b) within thirty (30) days after the end of each calendar quarter, the operating statements, financial statements, statistical reports, purchase records, and other information we request regarding you and the Facility covering the previous calendar quarter and the fiscal year to date, and you must certify these statements are true and correct;

(c) within ninety (90) days following the end of each fiscal year during the Term, annual profit and loss and source and use of funds statements and a balance sheet for the Facility as of the end of the prior calendar year;

(d) within thirty (30) days following your filing of tax returns for the Facility, exact copies of federal and state income tax returns, sales tax returns, and any other forms, records, books, and other information we periodically require relating to the Facility and the Franchise; and,

(e) any other reports and records we may request in writing.

You agree to verify and sign each report and financial statement in the manner we prescribe. We may disclose data derived from these reports, although we will not without your consent (unless required by law) disclose your identity in any materials that we circulate publicly. Moreover, we may, as often as we deem appropriate (including on a daily basis), access the Technology System and retrieve all information relating to the Facility's operation.

You agree to preserve and maintain all records (including, but not limited to, sales checks, purchase orders, invoices, payroll records, client lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers) in a secure location at the Facility for at least three (3) years, or longer if required by applicable law. We may require you to have audited financial statements prepared annually during the Term.

11. INSPECTIONS AND AUDITS.

A. OUR RIGHT TO INSPECT THE FACILITY.

To determine whether you and the Facility are complying with this Agreement and all System Standards, we and our designated agents or representatives may at all times and without prior notice to you: (1) inspect the Facility; (2) photograph the Facility and observe and videotape the Facility's operation for consecutive or intermittent periods we deem necessary; (3) remove samples of any products and supplies; (4) interview the Facility's personnel and clients; (5) inspect and copy any books, records, and documents relating to the Facility's operation; and (6) use "mystery clients" to assess the Facility. You must pay us or our designated representative the actual costs associated with any such quality assurance inspections we and/or our designated agents or representatives conduct and any such "mystery customer" programs we institute at the Facility. You agree to cooperate with us and/or our designated representatives fully. If we exercise any of these rights, we will not interfere unreasonably with the Facility's operation. You acknowledge that any evaluation or inspection that we or our designated agents or representatives conduct is conducted in order to protect our interests in the System and Marks and is not intended to exercise, and does not constitute, in whole or in part, control over the day-to-day operation of the Facility and you agree to never contend otherwise.

B. OUR RIGHT TO AUDIT.

We may at any time during your business hours, and without prior notice to you, examine your (if you are an Entity) and the Facility's business, bookkeeping, and accounting records, sales

and income tax records and returns, and other records. You agree to cooperate fully with our representatives and independent accountants in any audit. If any audit discloses a failure by you to operate the Facility in accordance with the System Standards, then we may require you to undertake additional training at the Facility. We shall determine the duration of the training and the number of trainers in our sole discretion. You agree to pay us an amount equal to Five Hundred Dollars ($500) per trainer per day plus all travel and living expenses which our trainers incur during such additional training. If any audit discloses an understatement of the Facility's Gross Sales, you agree to immediately pay us the amount of the understatement, plus our service charges and interest (to be calculated as set forth in Subsection 3.E above) on the understated amounts from the date originally due until the date of payment. Furthermore, if an examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or if our audit reveals a Royalty or Fund contribution understatement exceeding two percent (2%) of the amount that you actually reported to us for the period examined, you agree to reimburse us for the costs of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

If we conduct an examination which reveals a Royalty or Fund contribution understatement exceeding five percent (5%) of the amount that you actually reported to us for any month within the period examined, or for the entire period of examination, you agree to immediately pay us the additional amount due as shown by the examination plus interest (to be calculated as set forth in Subsection 3.E above). You also agree to immediately reimburse us for the costs of an examination for the entire period of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. Such understatement shall be a material breach of this Agreement and, in addition to our other remedies and rights under this Agreement and applicable laws, we shall have the right to terminate this Agreement immediately upon notice to you, without opportunity to cure.

12. TRANSFER.

A. BY US.

You acknowledge that we maintain a staff to manage and operate the System and that staff members can change as employees come and go. You represent that you have not signed this Agreement in reliance on any particular shareholder, director, officer, member, partner, manager, or employee remaining with us in that capacity. We may change our ownership or form and/or assign this Agreement or any interest therein and any other agreement to a third party without restriction or notice to you. After our assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer will have any performance or other obligations under this Agreement.

B. BY YOU.

You understand and acknowledge that the rights and duties this Agreement creates are personal to you (or, if you are an Entity, to your owners) and that we have granted you the Franchise in reliance upon our perceptions of your (or your owners') individual or collective

character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, none of the following may be transferred without our prior written approval: (i) this Agreement (or any interest in this Agreement); (ii) the Facility (or any right to receive all or a portion of the Facility's profits or losses or capital appreciation related to the Facility); (iii) all or substantially all of the assets of the Facility; (iv) any ownership interest in you (regardless of its size); or (v) any ownership interest in any of your owners (if such owners are legal entities). A transfer of the Facility's ownership, possession, or control, or substantially all of its assets, may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term "transfer" includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition. An assignment, sale, gift, or other disposition includes the following events:

(a) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest;

(b) merger or consolidation or issuance of additional securities or other forms of ownership interest;

(c) any sale of a security convertible to an ownership interest;

(d) transfer of an interest in you, this Agreement, the Facility or all or substantially all of its assets, or your owners in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law;

(e) if you, one of your owners, or an owner of one of your owners dies, a transfer of an interest in you, this Agreement, the Facility or all or substantially all of its assets, or your owner by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(f) pledge of this Agreement (to someone other than us) or of an ownership interest in you or your owners as security, foreclosure upon the Facility, or your transfer, surrender, or loss of the Facility's possession, control, or management. You may grant a security interest (including a purchase money security interest) in the Facility's assets (not including this Agreement) to a lender that finances your acquisition, development, and/or operation of the Facility without having to obtain our prior written approval as long as you give us ten (10) days' prior written notice.

C. CONDITIONS FOR APPROVAL OF TRANSFER.

If you (and your owners) are fully complying with this Agreement, then, subject to the other provisions of this Section 12, we will approve a transfer that meets all of the requirements in this Subsection 12.C.

If you are an entity, your owners may transfer a non-controlling ownership interest in you or your owners (determined as of the date on which the proposed transfer will occur) if: (i) the

proposed transferee and its direct and indirect owners (if the transferee is an Entity) are of good character and otherwise meet our then applicable standards for Matterhorn Fit Facility franchise owners (including no ownership interest in or performance of services for a Competitive Business); (ii) you give us prior written notice of the transfer at least sixty (60) days before the proposed transfer, and later provide us final documentation of the consummated transfer; and (iii) you pay us a transfer fee equal to Two Thousand Five Hundred Dollars ($2,500) and reimburse us, upon our demand at any time, for any costs we incur in connection with the proposed transfer (regardless of whether the proposed transfer actually transpires).

For any other proposed transfer (including a transfer of this Agreement, a transfer of a controlling ownership interest in you or one of your owners, or a transfer that is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Agreement or a controlling ownership interest in you or one of your owners), all of the following conditions must be met before or concurrently with the effective date of the transfer:

(1) the transferee has sufficient business experience, aptitude, and financial resources to operate the Facility;

(2) you have paid all Royalties, Fund and Cooperative Program contributions, and other amounts owed to us, our affiliates, and third party vendors; have submitted all required reports and statements; and have not violated any provision of this Agreement, the Lease, or any other agreement with us during both the sixty (60) day period before you requested our consent to the transfer and the period between your request and the effective date of the transfer;

(3) neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business;

(4) the transferee (or its managing owner) satisfactorily completes our training program;

(5) your lessor consents in writing to the transfer of the Lease or sublease of the Premises to the transferee (or, if we are subleasing the Premises to you under a sublease, the master lessor consents in writing to the transfer of the sublease to the transferee and the transferee agrees in writing to assume your obligations under the sublease);

(6) any applicable agency or host or authority with jurisdiction over the Premises (such as an airport or an educational institution, if any) approves the transfer of this Agreement to the transferee;

(7) the transferee shall (if the transfer is of this Agreement), or you shall (if the transfer is of a controlling ownership interest in you or one of your owners), sign our then current form of franchise agreement and related documents (including, without limitation, our then current form of Nondisclosure and Non-Competition Agreement and our then current form of Guaranty and Assumption of Obligations, if applicable), any and all of the

provisions of which may differ materially from any and all of those contained in this Agreement, including the Royalty and the Fund and Cooperative Program contributions, provided, however, that the execution of the new franchise agreement will terminate this Agreement (except for your guarantees, the post-termination obligations under this Agreement, and all other rights and obligations that survive termination or expiration of this Agreement), and the term of the new franchise agreement signed will expire on the expiration of this Agreement, unless we and the transferee otherwise agree in writing;

(8) you or the transferee pays us a transfer fee equal to the greater of (i) Twelve Thousand Five hundred Dollars ($12,500) and (ii) twenty-five percent (25%) of the then-current initial franchise fee we charge to a new Matterhorn Fit Facilities franchise owner (half of which is payable upon your notification to us of your intent to transfer and the remainder of which is due upon closing of the transfer);

(9) you (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, members, partners, managers, employees, and agents;

(10) we have determined that the purchase price and payment terms will not adversely affect the transferee's operation of the Facility;

(11) if you or your owners finance any part of the purchase price, you and/or your owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the Facility are subordinate to the transferee's obligation to pay Royalties, Fund contributions, and other amounts due to us, our affiliates, and third party vendors and otherwise to comply with this Agreement;

(12) (a) you have corrected any existing deficiencies of the Facility of which we have notified you on a punchlist or in other communications, and/or (b) the transferee agrees (if the transfer is of this Agreement) to upgrade, remodel, expand and/or refurbish the Facility and to add or replace services, vehicles, equipment, and/or Operating Assets, in accordance with our then current requirements and specifications for Matterhorn Fit Facilities within the time period we specify following the effective date of the transfer (we will advise the transferee before the effective date of the transfer of the specific actions that it must take and the time period within which such actions must be taken);

(13) you and your transferring owners (and your and your owners' spouses) will not, for two (2) years beginning on the transfer's effective date, engage in any of the activities proscribed in Subsection 15.D below; and

(14) you and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other Matterhorn Fit Facilities you own and operate) identify yourself or themselves or any business as a current or former Matterhorn Fit Facility or as one of our franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of a Matterhorn Fit Facility in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us.

We may review all information regarding the Facility that you give the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that you have given us or we have made regarding the Facility. In addition, you agree to reimburse us, upon our demand at any time before or after the intended effective date of the proposed transfer, for any costs we incur in connection with any proposed transfer that is subject to the immediately preceding conditions (1) through (14), regardless of whether the proposed transfer actually transpires.

D. TRANSFER TO A WHOLLY-OWNED CORPORATION OR LIMITED LIABILITY COMPANY.

Despite Subsection 12.C above, if you are fully complying with this Agreement, you may transfer this Agreement to a corporation or limited liability company which conducts no business other than the Facility and, if applicable, other Matterhorn Fit Facilities, in which you maintain management control, and of which you own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all of the Facility's assets are owned, and the Facility's business is conducted, only by that single corporation or limited liability company. The corporation or limited liability company must expressly assume all of your obligations under this Agreement. Transfers of ownership interests in the corporation or limited liability company are subject to the conditions of Subsection 12.C above that otherwise apply to non-controlling transfers. You agree to remain personally liable under this Agreement as if the transfer to the corporation or limited liability company did not occur. You will not be required to pay a transfer fee for a transfer under this Section, but you must pay our actual costs incurred in connection with the transfer.

E. YOUR DEATH OR DISABILITY.

(1) **Transfer Upon Death or Disability**. Upon your or your Managing Owner's death or disability, your or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must transfer your interest in this Agreement, or the Managing Owner's ownership interest in you, to a third party (which may be your or the Managing Owner's heirs, beneficiaries, or devisees). That transfer must be completed within a reasonable time, not to exceed six (6) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 12. A failure to transfer your interest in this Agreement or the Managing Owner's ownership interest in you within this time period is a breach of this Agreement.

The term "disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent you or the Managing Owner from supervising the Facility's management and operation.

(2) **Operation Upon Death or Disability**. Upon your or the Managing Owner's death or disability, your or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed fifteen (15) days from the date of death or disability, appoint a manager. The manager must complete our standard training program at your expense. A new Managing Owner acceptable to us also must be appointed for the Facility, and that new Managing

Owner must complete our standard training program, within sixty (60) days after the date of death or disability.

If, in our judgment, the Facility is not being managed properly any time after your or the Managing Owner's death or disability, we may, but need not, assume the Facility's management (or appoint a third party to assume its management) so long as our assuming the [Restaurant][Store][Center]'s management is permitted by applicable law. All funds from the Facility's operation while it is under our (or the third party's) management will be kept in a separate account, and all expenses will be charged to this account. We may charge you (in addition to the Royalty, Fund contributions, and other amounts due under this Agreement) Five Hundred Dollars ($500) per day, plus our (or the third party's) direct out-of-pocket costs and expenses, if we (or a third party) assume the Facility's management under this subparagraph. We (or a third party) have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the Facility incurs, or to any of your creditors for any products, other assets, or services the Facility purchases, while we (or a third party) manage it.

F. EFFECT OF CONSENT TO TRANSFER.

Our consent to a transfer of this Agreement and the Facility, or any interest in you or your owners, is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the Facility or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee's full compliance with this Agreement.

G. OUR RIGHT OF FIRST REFUSAL.

If you (or any of your owners) at any time determine to sell or transfer for consideration an interest in this Agreement and the Facility, or an ownership interest in you (except to or among your current owners, which is not subject to this Subsection 12.G), in a transaction that otherwise would be allowed under Subsections 12.B and C above, you (or your owners) agree to obtain from a responsible and fully disclosed buyer, and send us, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating exclusively to an interest in you or in this Agreement and the Facility. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price.

The right of first refusal process will not be triggered by a proposed transfer that would not be allowed under Subsections 12.B and C above. We may require you (or your owners) to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

We may, by written notice delivered to you or your selling owner(s) within forty-five (45) days after we receive both an exact copy of the offer and all other information we request, elect to

purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that:

(1) we may substitute cash for any form of payment proposed in the offer (such as ownership interests in a privately-held entity);

(2) we may set off against the proposed purchase price any and all amounts you then owe to us or our affiliates, if applicable;

(3) our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we or our designee may provide promissory notes with the same terms as those offered by the proposed buyer);

(4) we will have an additional sixty (60) days to prepare for closing after notifying you of our election to purchase; and

(5) we must receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal entity, as applicable, including, without limitation, representations and warranties regarding: (a) ownership and condition of and title to ownership interests and/or assets; (b) liens and encumbrances relating to ownership interests and/or assets; and (c) validity of contracts and the liabilities, contingent or otherwise, of the entity whose assets or ownership interests are being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for two (2) years beginning on the closing date, you and they will be bound by the non-competition and non-disparagement covenants contained in Subsection 15.D below. We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Subsection 12.G.

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we otherwise approve the transfer in accordance with, and you (and your owners) and the transferee comply with the conditions in, Subsections 12.B and C above. This means that, even if we do not exercise our right of first refusal (whether or not it is properly triggered as provided above), if the proposed transfer otherwise would not be allowed under Subsections 12.B and C above, you (or your owners) may not move forward with the transfer at all.

If you do not complete the sale to the proposed buyer within sixty (60) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which you agree to tell us promptly), we or our designee will have an additional right of first refusal during the forty-five (45) day period following either the expiration of the sixty (60) day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our or our designee's option.

13. EXPIRATION OF THIS AGREEMENT.

A. YOUR RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE.

If you meet certain conditions, then you will have the option to acquire three (3) additional consecutive successor Renewal Terms. Each of the Renewal Terms will be five (5) years in duration. The qualifications and conditions for the first Renewal Term are described below. The qualifications and conditions for the second Renewal Term will be described in the form of franchise agreement signed upon the expiration of this Agreement.

When this Agreement expires:

(1) if you (and each of your owners) have substantially complied with this Agreement during the Term; and

(2) if you (and each of your owners) are, both on the date you give us written notice of your election to acquire a successor franchise (as provided in Subsection 13.B below) and on the date on which the Renewal Term of the successor franchise would commence, in full compliance with this Agreement and all System Standards; and

(3) provided that (a) you maintain possession of and agree (regardless of cost) to remodel and/or expand the Facility, add or replace improvements, services, vehicles, equipment, and/or Operating Assets, and otherwise modify the Facility as we require to comply with System Standards then applicable for new Matterhorn Fit Facilities, or (b) at your option, you secure a substitute premises that we approve and you develop those premises according to System Standards then applicable for Matterhorn Fit Facilities,

then you have the option to acquire a Renewal Term of five (5) years commencing immediately upon the expiration of this Agreement, plus a possible second and third Renewal Term of an additional five (5) years each thereafter if you comply with our terms and conditions of renewal under each Successor Franchise Agreement. For each Renewal Term, you agree to sign the form of franchise agreement we then use to grant franchises for Matterhorn Fit Facilities (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement (each, a "Successor Franchise Agreement"). You must pay us our then-current renewal fee upon signing a Successor Franchise Agreement in connection with your purchase of a successor Franchise for each Renewal Term.

If you (and each of your owners) are not, both on the date you give us written notice of your election to acquire a successor franchise and on the date on which the Renewal Term commences, in full compliance with this Agreement and all System Standards, then you acknowledge that we need not grant you a successor franchise, whether or not we had, or chose to exercise, the right to terminate this Agreement during the Term under Subsection 14.B.

B. GRANT OF A SUCCESSOR FRANCHISE.

You agree to give us written notice of your election to acquire a successor franchise no more than twelve (12) months and no less than nine (9) months before this Agreement expires. We agree to give you written notice of our decision ("Our Notice"):

(1) to grant you a successor franchise;

(2) to grant you a successor franchise on the condition that you correct existing deficiencies of the Facility or in your operation of the Facility; or

(3) not to grant you a successor franchise based on our determination that you and your owners have not substantially complied with this Agreement during the Term or were not in full compliance with this Agreement and all System Standards on the date you gave us written notice of your election to acquire a successor franchise.

If applicable, Our Notice will:

(a) describe the remodeling, expansion, improvements, and/or modifications required to bring the Facility into compliance with then applicable System Standards for new Matterhorn Fit Facilities; and

(b) state the actions you must take to correct operating deficiencies and the time period in which you must correct these deficiencies.

If we elect not to grant you a successor franchise, Our Notice will describe the reasons for our decision. If we elect to grant you a successor franchise, your right to acquire a successor franchise is subject to your full compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in Our Notice.

If Our Notice states that you must cure certain deficiencies of the Facility or its operation as a condition to our granting you a successor franchise, we will give you written notice of our decision not to grant a successor franchise, based upon your failure to cure those deficiencies. If you fail to notify us of your election to acquire a successor franchise within the prescribed time period, we need not grant you a successor franchise.

C. AGREEMENTS/RELEASES.

If you satisfy all of the other conditions for a successor franchise, you and your owners agree to execute a Successor Franchise Agreement and any ancillary agreements we then customarily use in granting franchises for Matterhorn Fit Facilities (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement. You and your owners further agree to sign our current form of general release of any and all claims against us and our affiliates, shareholders, officers, directors, members, partners, managers, employees, agents, successors, and assigns. We will consider your or your owners' failure to sign these agreements and releases and to deliver them to us for acceptance and execution within thirty (30) days after their delivery to you to be an election by you not to acquire a successor franchise for the first Renewal Term of five (5) years.

14. TERMINATION OF AGREEMENT.

A. BY YOU.

If you and your owners are fully complying with this Agreement and we materially fail to comply with this Agreement and do not correct the failure within thirty (30) days after you deliver to us written notice of the material failure or, if we cannot correct the failure within thirty (30) days, do not give you within thirty (30) days after your notice reasonable evidence of our effort to correct the failure within a reasonable time (which may extend beyond that thirty (30) days), you may terminate this Agreement effective an additional thirty (30) days after you deliver to us written notice of termination. (The time period during which we may cure any alleged material failure to comply with this Agreement after your delivery of notice is called the "*Cure Period*.") However, if we send you written notice during the Cure Period indicating that either (1) we do not agree that we have materially failed to comply with this Agreement or (2) we have fully corrected the failure, then you may not terminate this Agreement. If you disagree with our position and still wish to terminate this Agreement, you must commence an arbitration proceeding seeking a declaration of your right to terminate this Agreement.

This Agreement will remain in full force and effect during the arbitration proceeding (unless we terminate it under Subsection 14.B below). If the arbitrators determine that we are materially failing to comply with this Agreement, or that we did not fully correct a material failure to comply, we will have an additional thirty (30) days following the arbitrators' ruling to correct the failure. If we fail to do so, then you may terminate this Agreement effective an additional thirty (30) days after you deliver to us written notice of termination.

Your termination of this Agreement other than according to this Subsection 14.A will be deemed a termination without cause and a breach of this Agreement.

B. BY US.

We may terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(1) you (or any of your owners) have made or make any material misrepresentation or omission in acquiring the Franchise or operating the Facility;

(2) you do not submit and receive our acceptance of a site within the Site Selection Area within the time period prescribed in Section 2.A of this Agreement;

(3) you do not submit for our acceptance a Lease or purchase document for, an acceptable site within the Site Selection Area for the Premises within the time period prescribed in Subsection 2.B of this Agreement, or deliver a fully-signed copy of any signed Lease that includes our prescribed Lease Addendum within seven (7) days after their execution;

(4) you do not open the Facility for business within the time period prescribed in Subsection 2.F of this Agreement;

(5) you (or your Managing Owner) and your General Manager do not satisfactorily complete the initial training program;

(6) you abandon or fail actively to operate the Facility for three (3) or more consecutive business days, unless such abandonment or failure is for a purpose we approve or because of casualty or government order;

(7) you (or your owners) make or attempt to make any transfer in violation of Section 12;

(8) you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest to, a felony, crime or other offense involving moral turpitude, or any other crime or offense which we reasonably believe adversely affects the System's reputation or the goodwill associated with the Marks;

(9) you fail to maintain the insurance we require and do not correct the failure within ten (10) days after we deliver written notice of that failure to you;

(10) you (or any of your owners) engage in any dishonest or unethical conduct which, in our opinion, adversely affects the Facility's reputation or the goodwill associated with the Marks;

(11) you, any of your owners, representatives, or employees make any illicit statements, including in an email to our employees, officers, or directors, or in any social media posts, or any other unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, gambling-related, drug-related, alcohol-related, profane, racist, sexually explicit or indecent comments that in our opinion negatively affects us, our employees, our operations or otherwise affects the Facility's reputation or the goodwill associated with the Marks;

(12) you make any representation or warranty on our behalf that has not been specifically authorized in writing by us;

(13) you lose the right to occupy the Premises and fail (a) to begin immediately to look for a substitute site that we approve or (b) to locate a substitute site that we approve, and to begin operating the Facility from that substitute site, within the time period prescribed in Subsection 2.B of this Agreement;

(14) you (or any of your owners) knowingly make any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information;

(15) you violate any health, safety, or sanitation law, ordinance, or regulation, or operate the Facility in an unsafe manner, and do not begin to cure the violation immediately, and correct the violation within forty-eight (48) hours, after you receive notice from us or any other party;

(16) you interfere with our right to inspect the Facility, or observe or videotape its operation, as provided in Section 11;

(17) you fail to pay us (or our affiliates) any amounts due and you do not correct the failure within ten (10) days after we deliver written notice of that failure to you;

(18) you fail to pay when due any amounts owed to vendors, suppliers or the landlord for the Premises;

(19) you fail to pay when due any federal or state income, service, sales, or other taxes due on the Facility operation, unless you are in good faith contesting your liability for these taxes;

(20) you understate the Facility's Gross Sales three (3) times or more during the Term or by more than five percent (5%) on any one occasion;

(21) you (or any of your owners) (a) fail on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you; or (b) fail on two (2) or more separate occasions within any six (6) consecutive month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you;

(22) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; the Facility is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within thirty (30) days; or any order appointing a receiver, trustee, or liquidator of you or the Facility is not vacated within thirty (30) days following the order's entry;

(23) you or any of your owners fail to comply with Section 19 of this Agreement, or your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities;

(24) you knowingly maintain false books or records, or submit any false reports to us;

(25) you refuse to permit us to inspect the Facility's books, records, or accounts upon request;

(26) you (or any of your owners or affiliates) are in default or breach of the Lease and you do not correct the default or breach within the applicable cure period provided under the Lease, if any;

(27) we (or any of our owners or affiliates) terminate any other agreement between you (or any of your owners and affiliates) and us (or any of our owners or

affiliates) due to your (or any of your owners' or affiliates') failure to comply with the terms of such agreement; or

(28) you (or any of your owners) fail to comply with any other provision of this Agreement or any System Standard and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you.

C. OUR ALTERNATE REMEDIES UPON YOUR DEFAULT.

In addition to, and without limiting, our other rights and remedies under this Agreement, any other agreement or applicable law, upon the occurrence of any event giving rise to our right to terminate this Agreement under the preceding Subsection 14.B, we may instead elect, at our sole option and upon delivering providing you written notice, to take any or all of the following actions without terminating this Agreement:

(1) temporarily or permanently reduce the size of the Protected Territory, in which case the restrictions on us or our affiliates under Section 1 above will not apply in any geographic area removed from the preceding territorial boundaries;

(2) temporarily remove information concerning the Facility from any Website or extranet operated for the network of Matterhorn Fit Facilities, and/or restrict your or the Facility's participation in other programs or benefits offered on or through any such Website or extranet;

(3) require you to engage a third party accounting firm we approve to conform to the bookkeeping, accounting, reporting and recordkeeping system requirements and formats we prescribe;

(4) require you to pay us Five Hundred Dollars ($500) for each day the condition giving rise to our right to terminate continues to exist to help offset our increased administrative expenses associated with your failure to comply with the terms of this Agreement;

(5) suspend your and the Facility's right to participate in any advertising, marketing, promotional, or public relations programs that we or the Fund provide, authorize, or administer; or

(6) assume, or appoint a third party to assume, management of the Facility in the manner provided in Subsection 14.F below.

D. CROSS DEFAULT.

Any default or breach by you (or any of your owners), or your affiliate (or any of your owner's affiliates) of any other agreement with us or our affiliate will be considered an event of default under this Agreement, and any default or breach by you (or any of your owners) of this Agreement will be considered an event of default or breach by you under any and all agreements between us or our affiliate and you (or any of your owners), or your affiliate (or any of your

owner's affiliates). If the nature of the default under any other agreement would have been considered an event of default under this Agreement, then we or our affiliate will have the right to terminate all other agreements between us or our affiliate and you (or any of your owners), or your affiliate (or any of your owner's affiliates) in accordance with the termination provisions of this Agreement.

E. FAILURE TO CURE MAY BE DEEMED TERMINATION BY YOU.

Your failure to cure timely any breach by you of this Agreement about which we have provided you notice (and opportunity to cure, if applicable) pursuant to Subsection 14.B above, including but not limited to your failure to pay overdue Royalties, Fund contributions, or any other amounts due and owing to us or our affiliates under this Agreement, may be irrevocably deemed a unilateral rejection and termination by you of this Agreement and all related agreements between you and us or our affiliates, even if we ultimately issue a formal notice of such termination, and you shall never contend or complain otherwise.

F. ASSUMPTION OF MANAGEMENT.

Subject to applicable law, we have the right (but not the obligation), under the circumstances described below, to enter the Premises and assume the Facility's management (or to appoint a third party to assume its management) for any period of time we deem appropriate. If we (or a third party) assume the Facility's management under subparagraphs (1) and (2) below, you agree to pay us (in addition to the Royalty, Fund contributions, and other amounts due under this Agreement) Two Hundred Fifty Dollars ($250) per day, plus our (or the third party's) direct out-of-pocket costs and expenses, if we (or a third party) assume the Facility's management under this Subsection 14.F.

If we (or a third party) assume the Facility's management, you acknowledge that we (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the Facility's incurs, or to any of your creditors for any supplies, products, or other assets or services the Facility's purchases, while we (or the third party) manage it.

We (or a third party) may assume the Facility's management under the following circumstances: (1) if you abandon or fail actively to operate the Facility; (2) if you fail to comply with any provision of this Agreement or any System Standard and do not cure the failure within the time period we specify in our notice to you; or (3) if this Agreement expires or is terminated and we are deciding whether to exercise our option to purchase the Facility under Subsection 15.E below.

Any exercise of our rights under subparagraphs (1) or (2) above in this Subsection 14.F will not affect our right to terminate this Agreement under Subsection 14.B above.

15. OUR AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT.

A. PAYMENT OF AMOUNTS OWED TO US.

(1) Immediately upon termination or expiration of this Agreement, and on any later date that we determine the amounts due to us, you shall pay us all Royalties, Fund contributions, interest, and all other amounts owed to us (and our affiliates) which then are unpaid.

(2) If this Agreement is terminated before its Term expires pursuant to Subsections 14.B, 14.D, or 14.E above, then you acknowledge and confirm that we will suffer and incur substantial damages because this Agreement did not continue for the Term's full length. Accordingly, you agree to pay us for all damages, costs, expenses, attorneys' and experts' fees directly or indirectly related thereto, including, without limitation, lost Royalties, lost Fund contributions, lost profits, loss of goodwill and damage to our Marks and reputation, lost opportunities, travel and personnel costs, expenses that we may incur in developing or finding another franchise owner to develop a new Matterhorn Fit Facility in the Protected Territory, and any other lost payments or benefits we would have received for the balance of the Term after the effective date of termination (collectively, "Brand Damages"). You further acknowledge and agree that your obligation to pay Brand Damages resulting from early termination shall be in addition to (not in lieu of) your post-termination obligations to pay other amounts due as of the date of termination (as contemplated under the preceding Subsection (1) above) and to otherwise comply with the entirety of Section 15 hereof, and that the Brand Damages shall not be deemed a penalty for early termination but instead reasonable compensation to us for your failure to perform under this Agreement during the remainder of the Term.

(3) Your foregoing payment obligations arising under Subsections (1) and (2) above will give rise to, and remain until paid in full, a lien in our favor: (i) against any and all assets, property, furnishings, equipment, signs, fixtures and inventory owned by you or the Facility at the time of termination or expiration; and (ii) against any payment obligation you may allege we have to you, any of your money we are holding, or any other amounts of yours which are otherwise in our possession on or after the effective date of termination or expiration. Our rights and your obligations under this Subsection 15.A shall survive termination or expiration of this Agreement until they are satisfied or later expire by their terms.

B. MARKS.

When this Agreement expires or is terminated:

(1) you may not directly or indirectly at any time or in any manner (except with other Matterhorn Fit Facilities you own and operate) identify yourself or any business as a current or former Matterhorn Fit Facility or as one of our current or former franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of a Matterhorn Fit Facility in any manner or for any purpose; or use for any purpose any trade name, trade

or service mark, or other commercial symbol that indicates or suggests a connection or association with us;

(2) you agree to discontinue the use of any Website and social media used in connection with the Facility or otherwise referring to the Marks, your Facility or Matterhorn Fit Facilities.

(3) you agree, at your expense, to take the action required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(4) you agree, at your expense, to deliver to us within thirty (30) days all signs, sign-faces, sign-cabinets, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to a Matterhorn Fit Facility that we request and allow us, without liability to you or third parties for trespass or any other claim, to enter the Premises and remove these items from the Facility;

(5) if we do not have or do not exercise an option to purchase the Facility under Subsection 15.E below, you agree promptly and at your own expense to make the alterations we specify in our Operations Manual (or otherwise) to distinguish the Facility clearly from its former appearance and from other Matterhorn Fit Facilities in order to prevent public confusion;

(6) you agree to notify within five (5) days the telephone company, all telephone directory publishers and all online listings (e.g., Google and Yelp) of the termination or expiration of your right to use any telephone, facsimile, or other numbers, telephone directory listings and email addresses associated with any Mark; to authorize the transfer of these numbers and directory listings to us or at our direction; and/or to instruct the telephone company to forward all calls made to your numbers to numbers we specify. If you fail to do so, we may take whatever action and sign whatever documents we deem appropriate on your behalf to effect these events; and

(7) you agree to give us, within thirty (30) days after the expiration or termination of this Agreement, evidence satisfactory to us of your compliance with these obligations.

C. CONFIDENTIAL INFORMATION.

You agree that, when this Agreement expires or is terminated, you will immediately (1) cease using any of our Confidential Information (including computer software or similar technology and digital passwords and identifications that we have licensed to you or that otherwise are proprietary to us or the System) in any business or otherwise; (2) return to us all copies of the Operations Manual and any other confidential materials that we have provided you for your use during the Term; and (3) immediately deliver to us all training or other manuals furnished to you for your use during the Term (including the Operations Manual and any supplements to the Operations Manual), computer software and database material, client lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear our Marks or slogans and insignias and designs, advertising

contracts, forms and other materials or property of ours, and any copies of them in your possession which relate to the operation of the Facility. You may retain no copy or record of any of these items, except for your copy of this Agreement, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law. You agree that the foregoing items, materials, client lists, files, software and other similar items are at all times considered to be our property for all purposes.

D. COVENANT NOT TO COMPETE.

(1) Upon

(a) our or your termination of this Agreement according to its terms and conditions,

(b) your termination of this Agreement without cause, or

(c) expiration of this Agreement (if we offer, but you elect not to acquire, a successor franchise, or if we do not offer you a successor franchise due to your failure to satisfy the conditions for a successor franchise set forth in Section 13),

you and your owners agree that, for two (2) years beginning on the earlier of the effective date of termination or expiration of this Agreement, neither you nor any of your equity holders or other owners will have any direct or indirect interest (e.g., through any one or more of a spouse, legally-recognized domestic partner, parents, children or sibling(s)) as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, manager, employee, consultant, representative, or agent in any Competitive Business (as defined in Section 7 above) located or operating: :

(i) at the Premises;

(ii) within the Protected Territory;

(iii) within a fifteen (15) mile radius of the Protected Territory; or

(iv) within fifteen (15) miles of any other Matterhorn Fit Facility in operation or under construction on the later of the effective date of the termination or expiration of this Agreement or the date on which all persons restricted by this Subsection 15.D begin to comply with this Subsection 15.D.

(2) During the Term and any Renewal Term, and after the termination or expiration of this Agreement, neither you nor any of your owners shall, directly or indirectly, make any false representation of facts, or defame, disparage, discredit or deprecate us or our officers, directors, managers, employees or agents in any respect or otherwise communicate with any person or entity in a manner intended to damage us, our

owners, our officers, directors, managers, employees or agents, the Marks, our business or our reputation.

(3) The restrictions above in this Subsection 15.D also apply after transfers, as provided in Subsection 12.C(13) above. If any person restricted by this Subsection 15.D refuses voluntarily to comply with these obligations, the two (2) year period for that person will commence with the entry of a court order enforcing this provision. The two (2) year period will be tolled, if applicable, for the period during which a restricted person is in breach of this Subsection 15.D and will resume when that person begins or resumes compliance. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the covenants made in this Subsection 15.D will not deprive you of your personal goodwill or ability to earn a living.

E. OUR RIGHT TO PURCHASE CERTAIN ASSETS OF THE FACILITY.

Upon either party's termination of this Agreement, or upon expiration of this Agreement without renewal, we shall have the right and option, but not the obligation, to purchase the equipment, furnishings, and accessories from the Facility at a purchase price equal to its then-current book value determined using the straight-line method of depreciation. If we elect to exercise this option, we will deliver written notice to you of our election within thirty (30) days after the date of termination or expiration of this Agreement. We will have the right to inspect the equipment, furnishings, and accessories at any time during this thirty (30) day period. If we elect to purchase the equipment, furnishings, and accessories, we will be entitled to, and you must provide, all customary warranties and representations relating to the equipment, furnishings, and accessories to be purchased, including, without limitation, representations and warranties as to the maintenance, function and condition of the equipment, furnishings, and accessories and your good title to those items (including that you own each item free and clear of any liens and encumbrances), the validity of contracts and agreements, and the liabilities affecting the equipment, furnishings, and accessories, contingent or otherwise. You and your owners further agree to execute general releases, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, partners, members, managers, employees, agents, successors and assigns. You shall deliver the equipment to us within fifteen (15) days of receipt of our written notice to you of our election to purchase.

Regardless of whether or not we exercise our right to purchase the equipment, furnishings, and accessories under this Subsection 15.E, we shall have the option, exercisable upon written notice to you within thirty (30) days after the date of termination or expiration of this Agreement, to repurchase some or all (at our option) of the products then owned by you. We have the unrestricted right to assign this option to purchase. The purchase price of all products will be as agreed upon by the parties, provided that the purchase price shall not exceed the prices paid by you for such products (less any freight and insurance charges). All purchase prices are freight-on-board ("F.O.B.") our premises. We may set off against the purchase price any and all amounts you then owe to us, if applicable.

F. CONTINUING OBLIGATIONS.

All of our and your (and your owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

16. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

A. INDEPENDENT CONTRACTORS.

You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with clients, suppliers, public officials, Facility personnel, and others as the Facility's owner under a franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require at any time and from time to time.

None of your employees or other personnel will be considered to be our employees or personnel. Neither you nor any of your employees or personnel whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee or personnel for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state, provincial, or federal governmental agency. We will not have the power to hire or fire your employees or personnel. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees or personnel for qualification to perform certain functions for the Facility does not directly or indirectly vest in us the power to hire, fire or control any such employee. You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of the Facility and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in the Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of the Facility, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of the Facility.

B. NO LIABILITY FOR ACTS OF OTHER PARTY.

We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchise owner. We will not be obligated for any damages to any person or property directly or indirectly arising out of the Facility's operation or the business you conduct under this Agreement.

C. TAXES.

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied upon you or the Facility, due to the business you conduct (except for our income taxes). You are responsible for paying these taxes and must reimburse us for any taxes that we must pay to any state taxing authority on account of either your operation or payments that you make to us.

D. INDEMNIFICATION.

You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective affiliates, shareholders, members, managers, directors, partners, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the Facility's operation, employment matters in connection with the Facility, the business you conduct under this Agreement, or your breach of this Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. You agree to give us and the Indemnified Parties written notice of any action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any of the Indemnified Parties within three (3) days of your actual or constructive knowledge of it. 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 settlements or take any other remedial, corrective, or other actions. 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 ten (10) days of the date of each invoice delivered by the Indemnified Parties to you enumerating such costs, expenses and attorneys' fees.

For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its or their losses and expenses, in order to maintain and recover from third parties fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this subparagraph. Our or any of the other Indemnified Parties' undertaking of defense and/or settlement will in no way diminish your obligation to indemnify us and the other Indemnified Parties and to hold us and any of the Indemnified Parties harmless.

17. ENFORCEMENT.

A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of our refusal to enter into a Successor Franchise Agreement, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

B. WAIVER OF OBLIGATIONS.

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days' prior written notice.

We and you will not waive or impair any right, power, or option this Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including, without limitation, any System Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Matterhorn Fit Facilities; the existence of franchise agreements for other Matterhorn Fit Facilities which contain provisions different from those contained in this

Agreement; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform our or your obligations results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (2) acts of God; (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (4) any other similar event or cause. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of Royalties or Fund and Cooperative Program contributions due afterward.

C. COSTS AND ATTORNEYS' FEES.

If we incur costs and expenses due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree, whether or not we initiate a formal legal proceeding, to reimburse us for all of the costs and expenses that we incur, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees.

D. RIGHTS OF PARTIES ARE CUMULATIVE.

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

E. MEDIATION.

Except as otherwise provided herein, if a dispute arises out of or relates to this Agreement, the breach hereof, the rights and obligations of the parties hereto, or the making, interpretation, or performance of either party under this Agreement, the parties agree first to try in good faith to settle the dispute by mediation administered by non-binding mediation administered by the American Arbitration Association ("AAA") in accordance with its Commercial Mediation Rules before resorting to arbitration or litigation in accordance with the terms of this Agreement. Such mediation shall take place before a sole mediator at a location we designate in the city in which our then current principal business address is located (currently, Estero, Florida). The parties shall each bear all of their own costs of mediation; provided, however, the fees of the mediator shall be divided equally between you and us. All aspects of the mediation, including statements made and documents produced within the mediation, will be confidential in nature and will not be admissible in any subsequent arbitration or other legal proceeding. If the matter is not settled by mediation within thirty (30) days of the commencement of the mediation, or such further period as the parties shall agree in writing, the matter shall be referred to arbitration as described in Subsection 17.F below. The parties hereto agree that mediation shall not be required with respect to: (a) any claim or dispute involving any payment obligation of us that is more than thirty (30) days past due; (b) any claim or dispute involving actual or threatened disclosure or misuse of our Confidential

Information; (c) any claim or dispute involving the ownership, validity, or use of the Marks; (d) any claim or dispute involving the insurance or indemnification provisions of this Agreement; (e) any claim or dispute involving a non-curable default; (f) any claim or dispute involving your failure to comply with our System Standards; or (g) any action by us to enforce the covenants set forth in Section 7 or Subsection 15.D of this Agreement.

The object of any mediation subject to this Subsection 17.E is to assist the parties in reaching a mutually acceptable resolution of the dispute. Such mediation will, in all circumstances, be consistent with the rights and obligations created by this Agreement and will not be premised on the derogation or diminution of those rights or disregard of those rights.

F. ARBITRATION.

Subject to the parties' obligation to mediate certain controversies, disputes and claims pursuant to Subsection 17.E above, we and you agree that all controversies, disputes, or claims between us and our affiliates, and our and their respective shareholders, officers, directors, partners, members, managers, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) arising out of or related to:

(1) this Agreement or any other agreement between you and us or your or our respective affiliates;

(2) our relationship with you;

(3) the scope and validity of this Agreement or any other agreement between you and us or any provision of such agreements (including the validity and scope of the arbitration obligations under this Subsection 17.F, which the parties acknowledge is to be determined by an arbitrator and not a court); or

(4) any System Standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. There shall be one (1) arbitrator if the amount of the claim is Five Hundred Thousand Dollars ($500,000) or less, or three (3) arbitrators if the amount of the claim is more than Five Hundred Thousand Dollars ($500,000). If there is one (1) arbitrator, the arbitrator shall be appointed by the American Arbitration Association ("***AAA***"). If there are three (3) arbitrators, the claimant shall appoint one (1) arbitrator in its notice of arbitration and statement of claim; the respondent shall appoint one (1) arbitrator in its statement of defense, and the third arbitrator, who shall act as the Chairman, shall be appointed by the two (2) arbitrators appointed by the parties within thirty (30) days of the appointment of the second arbitrator. If any arbitrators are not appointed within these time periods, the AAA shall make the appointments. The arbitration proceedings will be conducted, except as this Subsection 17.F otherwise provides, according to the then current commercial arbitration rules of the American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrators in the city in which our then current principal business address is located (currently, Estero, Florida). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

Except as expressly provided otherwise in the remainder of this Section 17, judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrators have the right to award or include in their award any relief which they deem proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrators may not declare any Mark generic or otherwise invalid or, except as expressly provided in Subsection 17.I below, award any punitive or exemplary damages against either party (we and you hereby waiving to the fullest extent permitted by law, except as expressly provided in Subsection 17.I below, any right to or claim for any punitive or exemplary damages against the other). All aspects of the arbitration, including statements made and documents produced within the arbitration, will be confidential in nature and will not be admissible in any subsequent legal proceeding.

Except as expressly limited by Subsection 17.K below, we and you agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. We and you further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrators may not consider any settlement discussions or offers that might have been made by either you or us. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Subsection 17.C.

We and you agree that arbitration will be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between us and our affiliates, and our and their respective shareholders, members, partners, officers, directors, managers, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) may not be consolidated with any other arbitration proceeding between us and any other person. Notwithstanding the foregoing or anything to the contrary in this Subsection 17.F or Subsection 17.A, if any court or arbitrators determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Subsection 17.F, then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 17 (excluding this Subsection 17.F).

Except as expressly provided otherwise in the remainder of this Section 17, despite our and your agreement to arbitrate, we and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that we and you must contemporaneously submit our dispute for arbitration on the merits as provided in this Subsection 17.F.

The provisions of this Subsection 17.F are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

G. GOVERNING LAW.

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY FLORIDA LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISE OWNER WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SUBSECTION 17.G.

H. CONSENT TO JURISDICTION.

SUBJECT TO SUBSECTIONS 17.E AND F ABOVE AND THE PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED CLOSEST TO OUR THEN CURRENT PRINCIPAL BUSINESS ADDRESS (CURRENTLY, ESTERO, FLORIDA), AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, YOU AND YOUR OWNERS AGREE THAT WE MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE FACILITY IS LOCATED.

I. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.

EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SUBSECTION 16.D. AND TO PAY US BRAND DAMAGES UNDER SUBSECTION 15.A, YOUR FAILURE TO COMPLY WITH YOUR CONFIDENTIALITY AND NON-COMPETITION AND NON-DISPARAGEMENT OBLIGATIONS UNDER SECTIONS 6, 7 AND 15.D, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS. WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

J. BINDING EFFECT.

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Operations Manual and System Standards, this Agreement may not be modified except by a written agreement signed by both our and your duly-authorized officers.

K. LIMITATIONS OF CLAIMS.

EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN TWELVE (12) MONTHS FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS.

L. LIMITED LIABILITY FOR OUR RELATED PARTIES.

YOU AGREE THAT NO PAST, PRESENT OR FUTURE DIRECTOR, OFFICER, MANAGER, EMPLOYEE, INCORPORATOR, MEMBER, PARTNER, SHAREHOLDER, SUBSIDIARY, AFFILIATE, OWNER, ENTITY UNDER COMMON CONTROL, OWNERSHIP OR MANAGEMENT, VENDOR, SERVICE PROVIDER, AGENT, ATTORNEY OR REPRESENTATIVE OF OURS WILL HAVE ANY LIABILITY FOR (I) ANY OF OUR OBLIGATIONS OR LIABILITIES RELATING TO OR ARISING FROM THIS AGREEMENT; (II) ANY CLAIM AGAINST US BASED ON, IN RESPECT OF, OR BY REASON OF, THE RELATIONSHIP BETWEEN YOU AND US, OR (III) ANY CLAIM AGAINST US BASED ON ANY ALLEGED UNLAWFUL ACT OR OMISSION OF OURS.

M. COVENANT OF GOOD FAITH.

IF APPLICABLE LAW IMPLIES A COVENANT OF GOOD FAITH AND FAIR DEALING IN THIS AGREEMENT, THE PARTIES HERETO AGREE THAT THE COVENANT WILL NOT IMPLY ANY RIGHTS OR OBLIGATIONS THAT ARE INCONSISTENT WITH A FAIR CONSTRUCTION OF THE TERMS OF THIS AGREEMENT. ADDITIONALLY, IF APPLICABLE LAW WILL IMPLY THE COVENANT, YOU AGREE THAT: (I) THIS AGREEMENT (AND THE RELATIONSHIP OF THE PARTIES HERETO THAT IS INHERENT IN THIS AGREEMENT) GRANTS US THE JUDGMENT TO MAKE DECISIONS, TAKE ACTIONS AND/OR REFRAIN FROM TAKING ACTIONS NOT INCONSISTENT WITH OUR EXPLICIT RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT THAT MAY FAVORABLY OR ADVERSELY AFFECT YOUR INTERESTS; (II) ANY JUDGMENT WE EXERCISE WILL BE BASED ON OUR ASSESSMENT OF OUR OWN INTERESTS AND BALANCING THOSE INTERESTS AGAINST THE INTERESTS OF OUR FRANCHISE OWNERS GENERALLY, AND SPECIFICALLY WITHOUT CONSIDERING YOUR INDIVIDUAL INTERESTS OR THE INDIVIDUAL INTERESTS OF ANY OTHER

PARTICULAR FRANCHISE OWNER; (III) WE WILL HAVE NO LIABILITY TO YOU FOR THE EXERCISE OF OUR JUDGMENT IN THIS MANNER, SO LONG AS THE JUDGMENT IS NOT EXERCISED IN BAD FAITH; AND (IV) IN THE ABSENCE OF BAD FAITH, NO TRIER OF FACT IN ANY ARBITRATION OR LITIGATION WILL SUBSTITUTE ITS JUDGMENT FOR OUR JUDGMENT SO EXERCISED.

N. CONSTRUCTION.

The preambles and exhibits are a part of this Agreement which, together with any addenda or riders signed at the same time as this Agreement, constitutes our and your entire agreement, and supersedes all prior and contemporaneous oral or written agreements and understandings between us and you relating to the subject matter of this Agreement. There are no other oral or written understandings or agreements between us and you, or oral or written representations by us, relating to the subject matter of this Agreement, the franchise relationship, or the Facility (any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation made by us in our most recent franchise disclosure document (including exhibits and amendments) delivered to you or your representative.

Any policies that we adopt and implement at any time and from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us.

Except as provided in Subsections 16.D and 17.F, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated, or completed actions that require our approval. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

References in this Agreement to "we," "us," and "our," with respect to all of our rights and all of your obligations to us under this Agreement, include any of our affiliates with whom you deal. The term "affiliate" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. "Control" means the power to direct or cause the direction of management and policies. The words "include" and "including" are meant to be illustrative and not exhaustive and are deemed to be read in all cases as "including, without limitation" and/or "including but not limited to."

If two or more persons are at any time the owners of the Franchise and the Facility, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. References to "owner" mean any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you (or a transferee of this Agreement and

the Facility or an ownership interest in you), including, without limitation, any person who has a direct or indirect interest in you (or a transferee), this Agreement, the Franchise, or the Facility and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets.

References to a "controlling ownership interest" in you (if an Entity) means in a partnership, corporation, limited liability company or other form of business entity, the power, directly or indirectly (including via a nominee arrangement), either to (i) vote fifty percent (50%) or more of the securities having ordinary voting power; (ii) determine the majority of the board of directors, management committee or similar governing body of such person or business entity; or (iii) direct or cause the direction of the management and policies of such person or business entity whether by contract or otherwise. In a trust, a trustee shall be deemed to hold fifty percent (50%) of the voting interests of the trust, and each beneficiary of a trust shall be deemed to hold his proportionate share of the voting interest of the trust or, if that interest is indeterminate, fifty percent (50%) of the voting interests of the trust.

"Person" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity.

Unless otherwise specified, all references to a number of days shall mean calendar days and not business days.

The term "Facility" includes all of the assets of the Matterhorn Fit Facility you operate under this Agreement, including its revenue and the Lease.

The term "employee" includes all of the Facility's personnel, including all managers, administrators and other personnel, whether such person is classified as an employee of yours or an independent contractor.

This Agreement may be executed in multiple copies, each of which will be deemed an original.

O. MULTIPLE FORMS OF AGREEMENT.

YOU ACKNOWLEDGE AND AGREE THAT THERE MAY BE MORE THAN ONE FORM OF FRANCHISE AGREEMENT IN EFFECT BETWEEN US AND OUR VARIOUS MATTERHORN FIT FACILITY FRANCHISE OWNERS; THOSE OTHER AGREEMENTS MAY CONTAIN PROVISIONS THAT MAY BE MATERIALLY DIFFERENT FROM THE PROVISIONS CONTAINED IN THIS AGREEMENT; AND YOU ARE NOT ENTITLED TO RELY ON ANY PROVISION OF ANY OTHER AGREEMENT WITH OTHER MATTERHORN FIT FACILITY FRANCHISE OWNERS WHETHER TO ESTABLISH COURSE OF DEALING, WAIVER, OR ESTOPPEL, OR FOR ANY OTHER PURPOSE.

18. NOTICES AND PAYMENTS.

All written notices, reports, and payments permitted or required to be delivered by this Agreement or the Operations Manual will be deemed to be delivered:

(a) at the time delivered by hand;

(b) at the time delivered via computer transmission and, in the case of the Royalty, Fund contributions, and other amounts due, at the time we actually receive payment via the EDTA;

(c) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or

(d) three (3) business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid.

(e) Any notice to us must be sent to the address specified on the first page of this Agreement, with a copy to the following:

Any notice to us must be sent to the address specified on the first page of this Agreement, with a copy to the following:

Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, New York 10017
permeslyb@gtlaw.com

We may change these addresses for notice by giving you notice of the new address(es). Any notice that we send to you may be sent only to the one (1) person identified on **Exhibit A**, even if you have multiple owners, at the email or postal address specified on **Exhibit A**. You may change the person and/or address for notice only by giving us thirty (30) days' prior notice by any of the means specified in subparagraphs (a) through (e) above.

Any required payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before then) will be deemed delinquent.

19. COMPLIANCE WITH ANTI-TERRORISM AND OTHER LAWS.

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with all applicable legislation, laws, regulations, rules, ordinances, administrative orders, decrees and policies of any court, arbiter, government, governmental agency, department, or similar organization that are in effect from time to time pertaining to: (a) the various anti-terrorism, economic sanctions, and anti-money laundering and narco-trafficking laws, regulations, orders, decrees and guidelines of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (b) the USA PATRIOT Act (Title III of Pub. L. 107-56, signed into law October 26, 2001), as amended, (c) the provisions of United States Executive Order 13224, (d) the U.S. Prevention of Corruption Act 1988, (e) the U. S. Foreign Corrupt Practices

Act, 15 U.S.C. Section 78dd-2, (e) relevant multilateral measures such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the UN Convention Against Corruption, (f) bribery and anti-corruption laws, (g) the laws against money laundering, and (h) the laws against facilitating or supporting persons who conspire to commit these and other crimes against any person or government. You immediately shall notify us in writing if a potential violation of any of the foregoing legislation, laws, regulations, rules, ordinances, administrative orders, decrees and/or policies has occurred or is suspected to have occurred. You immediately shall provide us with copies of any communication to or from any such agency, government, or commission that relates to or affects this Agreement, the Facility, or the Marks. Any failure to comply with this Section by you or your owners, or any blocking of your or your owners' assets under any of such laws, legislation, regulations, orders, decrees and/or policies shall constitute good cause for immediate termination of this Agreement, as provided in Subsection 14.B (21) above.

20. ELECTRONIC MAIL.

You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize the transmission of e-mail by us and our employees, vendors, and affiliates ("***Official Senders***") to you during the Term.

You further agree that: (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your managers, officers, directors, employees and agents to give their consent to Official Senders' transmission of e-mails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with you; and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the Term.

The consent given in this Section 20 shall not apply to the provision of notices by either party under this Agreement pursuant to Section 18 using e-mail unless the parties otherwise agree in a written document manually signed by both parties.

21. ELECTRONIC SIGNATURES

The counterparts of this Agreement and all ancillary documents executed or delivered in connection with this Agreement may be executed and signed by electronic signature by any of the parties to this Agreement, and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Agreement, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

MATTERHORN FIT FRANCHISOR LLC, a Delaware limited liability company

By:_____
[_____]

DATED*:_____
(*Effective Date of this Agreement)

FRANCHISE OWNER

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Print Name of Franchise Owner Entity]

By:_____
[signature of person signing on behalf of entity]

Title of Signator:_____

DATED:_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____
[signature of individual franchise owner]

Print Name:_____

DATED:_____

_____
[signature of individual franchise owner]

Print Name:_____

DATED:_____

EXHIBIT A

TO THE FRANCHISE AGREEMENT

LISTING OF OWNERSHIP INTERESTS

Effective Date: This Exhibit A is current and complete as of _____, 202_

You and Your Owners

1. **Form of Owner**. (Choose (a) or (b))

(a) **Individual Proprietorship**. List individual(s):

_____

_____

_____

(b) **Corporation, Limited Liability Company, or Partnership.** (CIRCLE ONE) You were incorporated or formed on _____, under the laws of the State of _____. You have not conducted business under any name other than your corporate, limited liability company, or partnership name and _____ _____. The following is a list of your managers, directors, if applicable, and officers, as applicable, as of the effective date shown above:

Name of Each Manager/Director/Officer	Position(s) Held

2. **Owners**. The following list includes the full name of each person who is one of your owners (as defined in the Franchise Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

	Owner's Name	**Percentage/Description of Interest**
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____
(d)	_____	_____

3. **Name and Address of Person to Receive Notice for Franchise Owner**.

(a) Name: _____

(b) Postal Address: _____

_____

(c) E-mail Address: _____

4. **Identification of Managing Owner**. Your Managing Owner as of the Effective Date is _____ (must be one of the individuals listed in paragraph 2 above). You may not change the Managing Owner without prior written approval.

[Signatures on following page.]

MATTERHORN FIT FRANCHISOR LLC, a Delaware limited liability company

By:_____
[_____]

DATED:_____

FRANCHISE OWNER

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Print Name of Franchise Owner Entity]

By:_____
[signature of person signing on behalf of entity]

Title of Signator:_____

DATED:_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____
[signature of individual franchise owner]

Print Name:_____

DATED:_____

_____
[signature of individual franchise owner]

Print Name:_____

DATED:_____

EXHIBIT B

TO THE FRANCHISE AGREEMENT

SUMMARY OF KEY TERMS

1. The Site Selection Area shall be:

_____
_____

2. The Protected Territory shall be:

_____
_____

3. The Premises of the Facility shall be:

_____
_____

MATTERHORN FIT FRANCHISOR LLC, a Delaware limited liability company

By:_____
[_____]

DATED:_____

FRANCHISE OWNER

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Print Name of Franchise Owner Entity]

By:_____
[signature of person signing on behalf of entity]

Title of Signator:_____

DATED:_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____

[signature of individual franchise owner]

Print Name:_____

DATED:_____

_____

[signature of individual franchise owner]

Print Name:_____

DATED:_____

EXHIBIT C

TO THE FRANCHISE AGREEMENT

FRANCHISE ADDENDUM TO LEASE AGREEMENT

THIS FRANCHISE ADDENDUM TO LEASE AGREEMENT (this "Addendum") is entered into this _____ day of _____, 20__, by and between _____, a(n)_____ ("Landlord") and _____, a(n)_____ ("Tenant") for the benefit of MATTERHORN FIT FRANCHISOR LLC, a Delaware limited liability company ("Franchisor").

WHEREAS, Tenant and Franchisor have executed a Matterhorn Fit Facility Franchise Agreement (the "Franchise Agreement"), pursuant to which Franchisor has granted Tenant the right to establish and operate a "Matterhorn Fit"-branded facility at the following location:_____ (the "Premises");

WHEREAS, Tenant and Landlord are entering into a lease agreement (the "Lease"), pursuant to which Tenant will lease the Premises from Landlord; and

WHEREAS, Franchisor has required Tenant to include certain terms in the Lease in order to protect Franchisor's rights, and Landlord has agreed to such terms.

NOW, THEREFORE, for good and valuable consideration, the receipt of which the parties hereby acknowledge, Landlord and Tenant agree as follows:

1. Landlord agrees to: (a) furnish to Franchisor a copy of any default notice served on Tenant and/or another lessee under the Lease simultaneously with the service of the notice to Tenant and/or such other lessee; (b) provide Franchisor with notice of any proposed renewals, extensions, modifications and amendments to the Lease; (c) give Franchisor the opportunity, but Franchisor shall not be required, to cure any default by Tenant or other lessee under the Lease within fifteen (15) days following the expiration of any applicable cure period if Tenant and/or such other lessee fail to cure such default; and (d) to furnish to Franchisor, at Franchisor's request, a copy of any sales or operating information for the Premises provided by Tenant. All notices to Franchisor shall be sent to the following address: **MATTERHORN FIT FRANCHISOR LLC**, 20010 Riverbrooke Run, Estero FL 33928, unless Landlord is notified otherwise in writing by Franchisor. No notice to Tenant shall be effective unless and until a copy thereof is served upon Franchisor.

2. Landlord agrees that if Franchisor exercises its right to cure a default by Tenant and/or another lessee under the Lease, then Franchisor may, at its option, succeed to Tenant's and/or such other lessee's interests under the Lease and shall be recognized by Landlord as the lessee or sublessee thereunder for the remaining term of the Lease.

3. Landlord agrees that the expiration of the Franchise Agreement (unless Tenant enters into a renewal Franchise Agreement with Franchisor) or a termination of the Franchise Agreement prior to expiration shall constitute a default under the Lease, giving Franchisor the

right, but not the obligation, to cure such default by succeeding to Tenant's and/or any other lessee's interests as the new lessee or sublessee under the Lease.

4. Landlord agrees that upon the termination or expiration of the Lease, Franchisor shall have the first right of refusal to lease the Premises as the new lessee or sublessee.

5. Landlord agrees that Franchisor shall have the right to enter the Premises to make any modifications or alterations necessary in Franchisor's sole judgment to protect its franchise system, trademarks, trade names, trade dress and other intellectual property without being guilty of trespass or any other tort or crime.

6. Landlord agrees that upon the expiration or termination of the Franchise Agreement, Franchisor shall have the right to enter the Premises and remove any trade fixtures, interior or exterior signs or other items bearing its trademarks. Landlord agrees upon the expiration or termination of the Franchise Agreement to relinquish to Franchisor any and all liens or other ownership interests, whether by operation of law or otherwise, in and to any tangible property bearing Franchisor's trademarks, service marks or trade dress.

7. Landlord agrees that, if Franchisor succeeds to Tenant's and/or any other lessee's interests under the Lease for any reason, Franchisor shall have the right to further assign the lease or to sublease the Premises to either an entity owned or controlled by Franchisor, or to another franchise owner of Franchisor upon obtaining Landlord's written consent, which consent may not be unreasonably withheld, conditioned or delayed by Landlord. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

8. Upon Franchisor's delivery to Landlord and Tenant of its election to exercise its rights under this Addendum, Franchisor shall be entitled to all of Tenant's rights and interests in the Lease, as if Franchisor were the tenant under the Lease, including, by way of example and not limitation, the right to exercise any and all renewal options thereunder, without the need for any further action or instrument.

9. Landlord and Tenant expressly agree that Franchisor is an intended third party beneficiary of the terms of this Addendum. Landlord and Tenant further agree that Franchisor has no liability or obligation under the Lease unless and until Franchisor exercises it right to assume the Lease under this Addendum.

10. In the event of any inconsistency between the terms of this Addendum and the terms of the Lease, the terms of this Addendum control. All of the terms of this Addendum, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns. The provisions of this Addendum may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Addendum that makes specific reference to this Addendum and which must be approved in writing by Franchisor. This Addendum may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

LANDLORD:	**TENANT:**
_____,	_____
,	
a _____	a _____
By:_____	By:_____
Print Name: _____	Print Name:_____
Title:_____	Title:_____

EXHIBIT D

TO THE FRANCHISE AGREEMENT

NONDISCLOSURE AND NON-COMPETITION AGREEMENT

THIS NONDISCLOSURE AND NON-COMPETITION AGREEMENT (this "Agreement") is made as of the ____ day of _____, 20__, is executed by _____ ("Individual," "me," or "I") for the benefit of **MATTERHORN FIT FRANCHISOR LLC**, a Delaware limited liability company ("Company"), and for _____, a/an _____ ("Franchise Owner").

Franchise Owner is a franchisee of Company pursuant to a franchise agreement entered into by those parties concerning a facility operating, or to be operated, under the "Matterhorn Fit" name at _____ (the "Franchise Agreement"). The franchised business Company authorizes Franchise Owner to operate under the Franchise Agreement is known as the "Facility," which Facility is one among all facilities that Company owns, operates, or franchises under the "Matterhorn Fit" name. I agree that, unless otherwise specified, all capitalized terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Franchise Owner, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity, Company's proprietary and confidential information relating to the development and operation of Matterhorn Fit Facilities, including but not limited to the following concerning Matterhorn Fit Facilities: (1) site selection criteria and layouts, designs and other plans and specifications for Matterhorn Fit Facilities; (2) strategies, techniques, and training programs used as part of the Services; (3) training and operations materials and manuals; (4) methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing and operating Matterhorn Fit Facilities; (5) marketing, promotional and advertising research and programs for Matterhorn Fit Facilities; (6) knowledge of specifications for and suppliers of Operating Assets and other products and supplies, including supplier pricing and related terms; (7) any computer software or similar technology which is proprietary to us or the System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; (8) knowledge of the operating results and financial performance of Matterhorn Fit Facilities other than the Facility; (9) graphic designs and related intellectual property; (10) client solicitation, communication and retention programs, along with data and information used or generated in connection with those programs; (11) all data and other information generated by, or used in, the operation of the Facility, including client names, addresses, phone numbers, pricing and other information supplied by any client (such as credit card information or personal information), and any other information contained at any time and from time to time in the Technology System or that visitors to the Facility (including you and your personnel) provide to the Website for the network of Matterhorn Fit Facilities; (12) future business plans relating to Matterhorn Fit Facilities and the Matterhorn Fit Facility franchise opportunity,

including expansion and development plans;; and (13) any and all other information Company provides to me, Franchise Owner, Franchise Owner's Owners or Affiliates that is designated orally or in writing as proprietary or confidential, or by its nature would reasonably be understood to be proprietary or confidential, regardless of whether such information is specifically designated as proprietary or confidential (collectively, all information referenced above, including examples (1) through (13), is known as the "Confidential Information").

Furthermore, any and all information, knowledge, know-how, techniques and information which the entities mentioned above (or their officers, directors or managers) designate as confidential is considered, and hereby acknowledged by me, to be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication violates a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, all the above items, concepts, and/or examples contained in the preceding paragraph constitute Confidential Information of Company, and I will not divert any business to competitors of Franchise Owner and/or Company. I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or database, nor otherwise make them available to any unauthorized person.

I further agree that, during the term of my employment/service/association or ownership participation, I will not, directly or indirectly, engage or participate in any Competitive Business (defined below in this paragraph), any of which such prohibited behavior I understand and hereby explicitly acknowledge would or could be injurious to, or (in Company's sole judgment) have an adverse effect upon, Company's protectable interests in the Confidential Information, the "Matterhorn Fit" trademark or related Marks, or the goodwill and/or reputation of Matterhorn Fit Facilities generally. I agree that I am prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, manager, member, officer, employee, principal, agent, advisor, or consultant. For purposes of this Agreement, a "Competitive Business" means any business that: (i) derives more than 10% of its revenue from providing pain relief, rehabilitation, personal training, elite level training, nutritional services and other similar services; or (ii) grants franchises or licenses to others to operate the type of business specified in the preceding subparagraph (i) (other than a Matterhorn Fit Facility operated under a franchise agreement with Company). Despite the foregoing definition of a Competitive Business, nothing under this Agreement or the Franchise Agreement will prevent Individual from owning for investment purposes less than two percent (2%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange, and so long as neither Individual nor Franchise Owner controls the company in question.

Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree:

(i) to return immediately to Company or Franchise Owner, as the case may be, all Confidential Information, and any material(s) containing a subset thereof, in my

possession that was utilized, or to which I had access, during my employment, association, service or ownership participation; and

(ii) for a period of two (2) years, starting on the earlier of the effective date of termination or expiration of my employment/service/association or ownership participation, to refrain from directly or indirectly (such as through any one or more of my spouse, legally-recognized domestic partner, parents, children or sibling(s) (collectively, "Immediate Family")) owning a legal or beneficial interest in, or rendering services or giving advice to: (a) any Competitive Business operating at the Premises or within a fifteen (15)-mile radius of the Premises; (b) any Competitive Business operating within a radius of fifteen (15) miles of any Matterhorn Fit Facilities in operation or under construction on the later of the effective date of termination or expiration of my employment/service/association/ ownership participation; or (c) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business.

I acknowledge and understand that the provisions of this Agreement, including my representations, covenants, and warranties (as applicable) given hereunder, are necessary and integral to this Agreement and to Company's and Franchise Owner's interests under the Franchise Agreement, and are intended to:

(i) preclude not only direct competition, but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor;

(ii) bind any person or entity having any legal or beneficial interest in me, or traceable to, down or through me, including (without limitation) any of member of my Immediate Family, any direct or indirect beneficiary, any partner (general or limited) or proprietor of mine, and any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me; and

(iii) identify for me, toward the goal of preserving through this Agreement, Company's protectable legal interests in the System, clients of Matterhorn Fit Facilities, the Confidential Information, and the goodwill associated with the Marks.

I also expressly acknowledge my possession of skills and abilities of a general nature, and the opportunity for exploiting such skills in other ways than the operation or involvement in the activities of a Matterhorn Fit Facility or a Competitive Business, so that enforcement of my covenants made in this Agreement will not deprive me of my personal goodwill or ability to earn a living after the effective date of expiration or termination of my relationship with Franchise Owner, the Facility, or Matterhorn Fit Facilities generally. If I fail or refuse to abide by any of my foregoing obligations or promises made under this Agreement, and Company or Franchise Owner obtains enforcement in a judicial or arbitration proceeding, then my obligations and responsibilities specified under the breached covenant will be tolled during the period(s) of time that the covenant is breached and/or Company or Franchise Owner seeks to enforce it, and will continue for two (2) years starting from the effective date of the order enforcing the covenant.

I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Company and Franchise Owner, for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Company or Franchise Owner (or both), in any appropriate jurisdiction and venue (notwithstanding other references to resolution of actions exclusively in Company's home prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of Confidential Information under this Agreement. I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Company's Confidential Information. Further, I expressly agree that any claims I may have against Company will not constitute a defense to Company's enforcement of the covenants not to compete under this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Company in connection with the enforcement of those covenants not to compete set forth in this Agreement.

If all, or any portion of, this covenant not to use Confidential Information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchise Owner and/or Company is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchise Owner or Company on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of Florida without recourse to Florida (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of the State of Florida, and if the Facility is located outside of the State of Florida and the provision would be enforceable under the laws of the state in which the Facility is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of Florida or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement, any breach of this Agreement, and any and all relations and/or disputes between myself on the one hand, and Franchise Owner or Company on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in the U.S. District Court sitting nearest to Company's corporate headquarters (currently, Estero, Florida). I agree that any dispute as to the aforementioned venue will be submitted to and resolved exclusively by such aforementioned court. Nonetheless, I agree that Franchise Owner or Company may enforce this Agreement and any awards in the courts of the state or states in which I am domiciled or the Facility is located.

I IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ME, FRANCHISEE OR COMPANY. I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

[Signatures on Following Page]

IN WITNESS WHEREOF, Franchise Owner has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, as of the day and year first written above.

ATTESTED TO BY FRANCHISEE:

_____,

a/an _____

By: _____
(Name of Franchise Owner's Officer)

Signed: _____
(Signature of Franchise Owner's Officer)

_____
(Date)

INDIVIDUAL:

_____
(Print Name)

_____
(Signature)

_____
(Date)

WITNESS TO INDIVIDUAL'S SIGNATURE:

_____
(Print Witness Name)

_____
(Signature of Witness)

_____
(Date)

EXHIBIT E

TO THE FRANCHISE AGREEMENT

ELECTRONIC TRANSFER AUTHORIZATION FORM

ELECTRONIC PAYMENT AUTHORIZATION AGREEMENT

(ACH CREDITS AND DEBITS)

I hereby authorize MATTERHORN FIT FRANCHISOR LLC ("Franchisor"), to initiate debit and credit entries and to initiate, if necessary, adjustments for any debit or credit entries in error to _____ ("Franchise Owner") ☐ Checking (please attach voided check) or ☐ Savings account (select one) indicated below at the depository named below, ("Depository"), to debit and/or credit the same to such account.

Depository Name: _____

Depository Branch: _____

Depository Address: _____

City_____State_____Zip_____

Routing Number: _____

Account Name: _____

Account Number: _____

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that this authorization is to remain in full force and effect until terminated by Franchise Owner pursuant to a written notice to Franchisor in such time and in such manner as to afford Franchisor and Depository a reasonable opportunity to act on it, but in no event less than thirty (30) days in advance thereof. Franchise Owner consents for the Depository to provide Franchisor with a bank account statement and deposit detail, at any time and from time to time, for any and all accounts described above.

[Signatures on Following Page]

IN WITNESS WHEREOF, this authorization has been executed on _____, 202__ at _____.

Franchise Owner:

_____

By: _____

Title: _____

Phone No.: _____

[ATTACH VOIDED CHECK HERE]

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20 __ (this "Guaranty")

By (list each guarantor):

_____

_____

_____

_____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement") on this date by MATTERHORN FIT FRANCHISOR LLC ("us," "we," or "our"), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Franchise Owner") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, transfer, and arbitration requirements.

Depending on the creditworthiness of each guarantor and the community property laws of the states in which they reside, we may require that the spouses of one or more guarantors execute this Guaranty as well. Each guarantor represents and warrants that, if no signature appears below for such guarantor's spouse, such guarantor is either not married or, if married, is a resident of a state that does not require the consent of both spouses to encumber the assets of a marital estate or we have waived in writing any requirement that such spouse execute this Guaranty.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchise Owner and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchise Owner fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchise Owner or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may at any time and from time to time grant to Franchise Owner or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchise Owner or its owners, and for so long as we have any cause of action against Franchise Owner or its owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchise Owner, and each

of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchise Owner arising as a result of the undersigned's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we shall be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any of the above-listed costs and expenses we incur.

Subject to the arbitration obligations under the Agreement, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between us and the undersigned, must be commenced in the state or federal court of competent jurisdiction located closest to our then current principal business address (currently, Estero, Florida), and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that we may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

Signatures of Each Guarantor	**Percentage of Ownership in Franchise Owner**
_____	_____%
_____	Guarantor's Spouse
_____	_____%
_____	Guarantor's Spouse
_____	_____%
_____	Guarantor's Spouse
_____	_____%
_____	Guarantor's Spouse

EXHIBIT D

DEVELOPMENT AGREEMENT RIDER TO FRANCHISE AGREEMENT

DEVELOPMENT AGREEMENT RIDER
TO MATTERHORN FIT FRANCHISOR LLC
FRANCHISE AGREEMENT

1. **Background**. This Development Agreement Rider (this "**Rider**") is made between **MATTERHORN FIT FRANCHISOR LLC**, a Delaware limited liability company ("**we**," "**us**," or "**our**") and _____ ("**you**" **or** "**your**"). This Rider is attached to, and intended to be a part of, that certain Franchise Agreement that we and you have [signed concurrently with signing this Rider/entered into on _____] (the **"Franchise Agreement"**) for the operation of the Matterhorn Fit Facility located at _____ (your "**Facility**"). We and you are signing this Rider because you want the right to develop additional Matterhorn Fit Facilities (besides your Facility covered by the Franchise Agreement) within a certain geographic area over a certain time period, and we are willing to grant you those development rights if you comply with this Rider. Capitalized terms not defined herein shall have the meanings defined in the Franchise Agreement.

2. **Grant of Development Rights**. Subject to your strict compliance with this Rider, we grant you the right to develop ____ (__) new Matterhorn Fit Facilities (including your Facility covered by the Franchise Agreement), according to the mandatory development schedule described in Exhibit A to this Rider (the "**Development Schedule**"), within the following geographic area (the "**Development Area**"): _____
_____
_____
_____.

If you (and, to the extent applicable and with our approval, your affiliated entities) are fully complying with all of your obligations under this Rider, and are fully complying with all of your obligations under the Franchise Agreement and all other franchise agreements then in effect between us and you (and, to the extent applicable and with our approval, your affiliated entities) for the development and operation of Matterhorn Fit Facilities, then during this Rider's term only, we (and our affiliates) may not establish or operate (except to the extent that we already operate Matterhorn Fit Facilities in the Development Area), or grant to others the right to establish or operate, a Matterhorn Fit Facility the physical premises of which are located within the Development Area.

Except for the Matterhorn Fit Facility location restriction above, there are no restrictions that this Rider imposes on our (and our affiliates') activities within the Development Area during this Rider's term. You acknowledge and agree that we and our affiliates have the right to engage, and grant to others the right to engage, in any other activities of any nature whatsoever within the Development Area, including, without limitation, those rights we reserve in the Franchise Agreement. After this Rider expires or is terminated (regardless of the reason for termination), we and our affiliates have the right to establish and operate, and grant to others the right to establish and operate, Matterhorn Fit Facilities the physical premises of which are located within the Development Area and continue to engage, and grant to others the right to engage, in any activities that we (and they) desire within the Development Area without any restrictions whatsoever.

YOU ACKNOWLEDGE AND AGREE THAT TIME IS OF THE ESSENCE UNDER THIS RIDER AND THAT YOUR RIGHTS UNDER THIS RIDER ARE SUBJECT TO TERMINATION (WITHOUT ANY CURE OPPORTUNITY) IF YOU DO NOT COMPLY STRICTLY WITH THE DEVELOPMENT OBLIGATIONS PROVIDED IN THE DEVELOPMENT SCHEDULE. WE MAY ENFORCE THIS RIDER STRICTLY.

3. **Development Obligations**. To maintain your rights under this Rider, you (and/or affiliated entities we approve) must, by the dates specified in the Development Schedule, sign franchise agreements for and have open and operating the agreed-upon number of Matterhorn Fit Facilities in the Development Area. You (and/or the approved affiliated entity) will operate each Matterhorn Fit Facility under a separate franchise agreement with us. The franchise agreement (and related documents, including Owner's Guaranty and Assumption of Obligations) that you (and your owners) sign for each additional Matterhorn Fit Facility will be our then current form of franchise agreement (and related documents), any and all of the terms of which may differ materially from any and all of the terms contained in the Franchise Agreement (and related documents). However, despite any contrary provision contained in the newly-signed franchise agreements, your additional Matterhorn Fit Facilities must be open and operating by the dates specified in the Development Schedule. To retain your rights under this Rider, each of your Matterhorn Fit Facilities must operate continuously throughout this Rider's term in full compliance with its franchise agreement.

4. **Subfranchising Rights**. This Rider does not give you any right to franchise, license, subfranchise, or sublicense others to operate Matterhorn Fit Facilities. Only you (and/or affiliated entities we approve) may develop, open, and operate Matterhorn Fit Facilities pursuant to this Rider. This Rider also does not give you (or your affiliated entities) any independent right to use the "Matterhorn Fit" trademark or our other trademarks and commercial symbols. The right to use our trademarks and commercial symbols is granted only under a franchise agreement signed directly with us. This Rider only grants you potential development rights if you comply with its terms.

5. **Development Fees**. As consideration for the development rights we grant you in this Rider, you must pay us, at the same time you sign this Rider, a total of _____ Dollars ($_____) (the "**Development Fee**"), which equals (a) the Fifty Thousand Dollar ($50,000) initial franchise fee due under the Franchise Agreement plus (b) a fee of Twenty-Five Thousand Dollars ($25,000) for each subsequent Matterhorn Fit Facility you commit to develop under the Development Schedule. Our initial franchise fee for the first and each additional Matterhorn Fit Facility you develop pursuant to this Rider is Fifty Thousand Dollars ($50,000). The Development Fee is consideration for the rights we grant you in this Rider and for reserving the Development Area for you to the exclusion of others, is fully earned by us when we and you sign this Rider, and is not refundable under any circumstances, even if you do not comply or attempt to comply with the Development Schedule and we then terminate this Rider for that reason.

While the Development Fee is not refundable under any circumstances, when you (or your approved affiliated entity) sign our then-current franchise agreement for each additional Matterhorn Fit Facility to be developed, we will apply Twenty-Five Thousand Dollars ($25,000)

of the Development Fee toward the initial franchise fee due for that Matterhorn Fit Facility (leaving a balance due of Twenty-Five Thousand Dollars ($25,000)).

6. **Grant of Franchises**. You must submit to us a separate application for each Matterhorn Fit Facility you wish to develop pursuant to this Rider. You agree to give us all information and materials we request in order to assess each proposed site. We will supply you with our site selection criteria and may put you in contact with a commercial real estate broker in the Development Area; however, we will not conduct site selection activities for you. In granting you the development rights under this Rider, we are relying on your knowledge of the real estate market and your ability to locate and access sites. We will not unreasonably withhold acceptance of any proposed site if the site meets our then current site criteria. However, we have the absolute right not to accept any site not meeting these criteria. If we accept a proposed site, you agree, within the time period we specify (but no later than the date specified in the Development Schedule), to sign a separate franchise agreement (and related documents) for the Matterhorn Fit Facility and to pay us the remaining portion of the initial franchise fee due, if any. If you do not do so, or cannot obtain lawful possession of the proposed site, we may withdraw our acceptance of the proposed site. After you (and your owners) sign the franchise agreement (and related documents, including Owner's Guaranty and Assumption of Obligations), its terms and conditions will control your development and operation of the Matterhorn Fit Facility (except that the required opening date is governed exclusively by this Rider).

In addition to our rights with respect to proposed Matterhorn Fit Facility sites, we may delay your development of additional Matterhorn Fit Facilities pursuant to this Rider for the time period we deem best if we believe, when you submit your application, that you are not yet operationally, managerially, or otherwise prepared, due to the particular amount of time that has elapsed since you developed and opened your most recent Matterhorn Fit Facility, to develop, open and/or operate the additional Matterhorn Fit Facilities in full compliance with our standards and specifications. We may delay additional development for the time period we deem best as long as the delay will not in our reasonable opinion cause you to breach your development obligations under the Development Schedule (unless we are willing to extend the Development Schedule proportionately to account for the delay).

7. **Term**. This Rider's term begins on the date we and you sign it and ends on the date when (a) the final Matterhorn Fit Facility to be developed under the Development Schedule has opened (or, if earlier, must have opened) for business, or (b) this Rider otherwise is terminated.

8. **Termination**. We may terminate this Rider and your right to develop Matterhorn Fit Facilities within the Development Area at any time, effective upon delivery to you of written notice of termination: (a) if you fail to satisfy either your development obligations under the Development Schedule or any other obligation under this Rider, which defaults you have no right to cure; or (b) if the Franchise Agreement, or any other franchise agreement between us and you (or your affiliated entity) for a Matterhorn Fit Facility, is terminated by us in compliance with its terms or by you (or your affiliated entity) for any (or no) reason; or (c) if we have delivered a formal written notice of default to you (or your affiliated entity) under the Franchise Agreement, or any other franchise agreement between us and you (or your affiliated entity) for a Matterhorn Fit Facility, whether or not you (or your affiliated entity) cure that default and whether or not we subsequently terminate the Franchise Agreement or the other franchise

agreement. No portion of the Development Fee is refundable upon a termination of this Rider or under any other circumstances.

Upon the occurrence of any of the events above in this Section 8 during the term of this Rider, we may, at our option, elect to terminate only the exclusivity of the Development Area (as provided under Section 2 above) instead of terminating this Rider entirely. This means that during the remainder of the term of this Rider, we and our affiliates will have the right to establish and operate, and grant to others the right to establish and operate, Matterhorn Fit Facilities the physical premises of which are located within the Development Area and continue to engage, and grant to others the right to engage, in any activities that we (and they) desire within the Development Area without any restrictions whatsoever. However, such termination of the exclusivity shall be without prejudice to our right to terminate this Rider at any time thereafter for the same default or any other defaults under this Rider.

A termination of this Rider is not deemed to be the termination of any franchise rights (even though this Rider is attached to the Franchise Agreement) because this Rider grants you no separate franchise rights. Franchise rights arise only under franchise agreements signed directly with us. A termination of this Rider does not affect any franchise rights granted under any then-effective individual franchise agreements.

9. **Assignment**. Your development rights under this Rider are not assignable at all. This means that we will not under any circumstances allow the development rights to be transferred. A transfer of the development rights would be deemed to occur (and would be prohibited) if there is an assignment of the Franchise Agreement, any change in your ownership (whether or not it is a controlling ownership interest), any change in your owners' ownership (if such owners are legal entities and whether or not it is a controlling ownership interest), a transfer of this Rider separate and apart from the Franchise Agreement, or any other event attempting to assign the development rights.

10. **Incorporation of Other Terms**. Sections 16.A, 16.B, 16.D, 17, 18, 19 and 21 of the Franchise Agreement, entitled "Independent Contractors," "No Liability for Acts of Other Party," "Indemnification," "Severability and Substitution of Valid Provisions," "Waiver of Obligations," "Costs and Attorneys' Fees," "Rights of Parties Are Cumulative," "Mediation," "Arbitration," "Governing Law," "Consent to Jurisdiction," "Waiver of Punitive Damages and Jury Trial," "Binding Effect," "Limitation of Claims," "Limited Liability for Our Related Parties," Covenant of Good Faith," "Construction," "Multiple Forms of Agreement," "Notices and Payments" "Compliance with Anti-Terrorism and Other Laws" and "Electronic Signatures" respectively, are incorporated by reference in this Rider and will govern all aspects of this Rider and our and your relationship as if fully restated within the text of this Rider.

11. **Rider to Control**. Except as provided in this Rider, the Franchise Agreement remains in full force and effect as originally written. If there is any inconsistency between the Franchise Agreement and this Rider, the terms of this Rider will control.

[Signature Page Follows.]

Dated this _____ day of _____, 20__.

MATTERHORN FIT FRANCHISOR LLC	**FRANCHISE OWNER**
By:_____	_____ [Name]
Title:_____	By:_____
Date:_____	Title:_____
	Date:_____

EXHIBIT A
TO DEVELOPMENT AGREEMENT RIDER

You agree to develop and open ____ (__) new Matterhorn Fit Facilities in the Development Area, including your Facility that is the subject of the Franchise Agreement, according to the following Development Schedule:

Matterhorn Fit Facility Number	**Date by which Franchise Agreement Must be Signed**	**Date by which Lease Must be Submitted**	**Date by which Matterhorn Fit Facility Must be Opened**	**Cumulative Number of Matterhorn Fit Facilities to Be Open and Operating in the Development Area No Later than the Opening Dates (in previous column)**
1	Concurrently with this Rider	60 days from date we approve the site	180 days from date we sign the Franchise Agreement for the first Matterhorn Fit Facility (the "**First Deadline**")	**1**
2				**2**
3				**3**
4				**4**
5				**5**

*If you open the first Matterhorn Fit Facility before the First Deadline, the deadlines for opening the subsequent Matterhorn Fit Facilities will remain the specified number of months after the First Deadline (rather than the specified number of months from the preceding Matterhorn Fit Facility's actual opening date).

MATTERHORN FIT FRANCHISOR LLC	**FRANCHISE OWNER**
By:_____	_____
Title:_____	[Name]
Date:_____	By:_____
	Title:_____
	Date:_____

EXHIBIT E TO FDD

STATE RIDER ADDENDA TO FRANCHISE AGREEMENT

RIDER TO THE MATTERHORN FIT FRANCHISOR LLC
FRANCHISE AGREEMENT FOR USE IN NEW YORK

This Rider (the "**Rider**") is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between **MATTERHORN FIT FRANCHISOR LLC**, a limited liability company organized under the laws of Delaware located at 20010 Riverbrooke Run, Estero, Florida 33928 ("**we**," "**us**" or "**our**"), and _____, a _____ _____ whose principal business address is _____ ("**you**" or "**your**").

We and you are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Rider (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of New York and the Matterhorn Fit Facility that you will operate under the Franchise Agreement will be located in New York; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in New York.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Section 14 is amended by adding the following statement as a new Section 14.G:

   However, 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 related regulations shall remain in force; it being the intent of this proviso to satisfy the non-waiver provisions of GBL, Sections 687.4 and 687.5.

2. Section 12.A is amended by adding the following statement immediately after the third sentence of such Section:

   However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. Nothing in Section 14 prevents you from asserting your rights under common law to terminate the Franchise Agreement if we commit a material breach of the Franchise Agreement.

4. Section 17.G is amended by adding the following statement to the end of such Article:

   The foregoing choice of law should not be considered a waiver of any right conferred upon you by the GBL of the State of N.Y., Article 33.

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

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Articles specifically added to or amended by this Rider shall be affected. This Rider is incorporated in and made a part of the Franchise Agreement for the State of New York.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Agreement Date.

MATTERHORN FIT FRANCHISOR LLC

By:_____
[_____]

DATED:_____

FRANCHISE OWNER

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Print Name of Franchisee Entity]

By:_____
[Signature of person signing on behalf of entity]

Title:_____

DATED:_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____
[Signature of individual franchisee]

Print Name:_____

DATED:_____

_____
[Signature of individual franchisee]

Print Name:_____

DATED:_____

EXHIBIT F TO FDD

FINANCIAL STATEMENTS

MATTERHORN FIT FRANCHISOR, LLC

FINANCIAL STATEMENTS

OCTOBER 31, 2023

CONTENTS

	Page
Independent Auditor's Report	1 - 2
Financial Statement:	
Balance Sheet	3
Notes to Financial Statement	4 - 5

INDEPENDENT AUDITOR'S REPORT

To the Member of Matterhorn Fit Franchisor, LLC

Opinion

We have audited the accompanying balance sheet of Matterhorn Fit Franchisor, LLC (a Delaware corporation) (the "Company"), as of October 31, 2023, the end of the initial accounting period of the Company, and the related notes to the financial statement.

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of the Company as of October 31, 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statement

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

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statement is available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statement

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

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

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

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

BKHM, P.A.

Orlando, Florida
December 11, 2023

MATTERHORN FIT FRANCHISOR, LLC

BALANCE SHEET

OCTOBER 31, 2023

ASSETS	
Current assets:	
Cash and cash equivalents	$ 208,684
Total current assets	$ 208,684
MEMBER'S EQUITY	
Member's equity	$ 208,684
Total member's equity	$ 208,684

See accompanying notes to financial statement.

MATTERHORN FIT FRANCHISOR, LLC

NOTES TO FINANCIAL STATEMENT

OCTOBER 31, 2023

1 SUMMARY OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

Business

Matterhorn Fit Franchisor, LLC (the "Company") was formed in May 2023 to engage in selling franchises, retailing products, and other business activities across the United States. The Company is currently conducting start-up activities before beginning its principal sales activities.

The Company's activities are subject to significant risks and uncertainties, including failing to secure the expected amount of franchisees or competitors growing in market share faster than expected.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with a maturity of three months or less at acquisition as cash and cash equivalents in the accompanying financial statement.

Income Taxes

As a limited liability company, the Company's taxable income or loss is allocated to its member in accordance with its ownership percentage. Therefore, no provision or liability for income taxes has been included in the financial statement.

Financial Instruments and Concentration of Credit Risk

The Company's financial instruments consist of cash and cash equivalents and accounts payable. The fair value of a financial instrument is the amount that would be received in an asset sale or paid to transfer a liability in an orderly transaction between unaffiliated market participants. The recorded values of these instruments approximate their fair values based on their short-term nature.

Use of Estimates

Preparing the Company's financial statement in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement. Actual results could differ from those estimates.

Subsequent Events

The Company has evaluated subsequent events through December 11, 2023, the date the financial statement was available to be issued.

2 RELATED PARTY TRANSACTIONS

The officers of the Company are currently being paid through their roles with an entity related by common ownership. This is expected to continue indefinitely.

EXHIBIT G TO FDD

OPERATIONS MANUAL TABLE OF CONTENTS

Matterhorn Fit Operations Manual
Table of Contents

Chapter 1: Welcome & Must Haves

Welcome to Matterhorn Fit **2**
- Must Have #1: Brand & Culture are Everything 1
- Must Have #2: Our Customer Experience is First in Class 1
- Must Have Chapter 2: #3: Mastering the Matterhorn Method 1
- Must Have #4: Hiring & Training the Right People 1
- Must Have #5: Following a Focused Marketing Approach 1

Total Pages in Section 7

Chapter 2: The Matterhorn Fit Brand

The Brand & Style Guides 1

Our Powerful Purpose 1

Who We Are **1**
- What's behind our name? 1
- The Matterhorn Fit Story 1
- It Starts With Knowing How to Talk About What We Do 2
  - Step 1: The Quick Answer
  - Step 2: The Longer Answer
  - Step 3: The Cocktail Party or Phone Call
- A Little Bit About Our Customer 3

Total Pages in Section 10

Chapter 3: Demand Generation

- Policies & Guidelines 3
  - The Marketing Fund
  - Marketing Collateral and Tools
  - Social Media Guidelines
  - Suppliers
- Lead Generation 11
- PR 7
  - How Do We Execute On PR?
- 'Unleash Your Potential' Pre Opening Plan 6

Total Pages in Section 27

Chapter 4: People Operations

Overview and Disclaimer 1

Laws and Requirements 6

- Working with Independent Contractors
- Elements of a Job Description
- Setting a Pay Scale
- Pay Scale
- Elements of a Fair Wage
- What Should My Labor Costs Look Like?
- Payroll

Recruitment Strategies

The Hiring Process 9

- Stage 1: The Phone Interview
  - The Process
    - Step 1: Schedule the Interviews
    - Step 2: Prep the Interview
    - Step 3: Start the Interview
    - What happens after the interview?
- Stage 2: The Talent and Culture Fit Interview
  - The Talent Assessment (30 minutes)
  - The Assessment for Culture and Core Values Fit (30 minutes)
    - Core Value: CORE VALUE # 1
    - Core Value: CORE VALUE # 2
    - Core Value: CORE VALUE # 3
    - General Culture Questions
    - What to Look for in the Culture and Talent Fit?
- Stage 3: The Empathy Submission
- Stage 4: Reference Checks and Final Steps
  - What Happens if the Interviewee is Not Successful?
  - Offering Employment
  - Starting the New Hire

Paperwork 4

- Creating an Employee Handbook
- Making and Managing Personnel Files
- Employee (Personnel) Files
- What Not to Put in a File
- Personnel Forms

Managing Staff 11

- The Timing for the Hiring Process

How Do I Scale My Staff as My Business Grows?
How Do I Orient and Onboard My Matterhorn Fit Team?
Onboarding Tasks
Additional Onboarding
The Matterhorn Fit Orientation
Part 1: Who We Are
Part 2: Welcome to Your Role
Part 3: The Top 10 Rules
How Do I Manage the Performance of My Team?
What is a crucial conversation?
How to recognize when you are in a crucial conversation
Steps needed to manage crucial conversations
Performance Management
Performance Management Scorecard
When do I do performance reviews?
Culture: Reward and Recognition
How to Build a Recognition System Around Your Core Values
Total Pages in Section 31

Chapter 5: The Customer Experience

Customer Experience System #1: The "Always/Never" System 3
ALWAYS Statements
NEVER Statements
Customer Experience System #2: The Matterhorn Fit "Zero Risk" Systems 1
Customer Experience System #3: The Matterhorn Fit Brand Promise 1
Customer Experience System #4: Hire the Smile and Train 1
Customer Experience System #5: Meeting the Unexpected Needs 4
Total Pages in Section 10

Chapter 6: The Matterhorn Method & Sales Conversion System

About the Journey **1**
The System 9
Phase 1: The Initial Evaluation (The Script)
Essential Components of the Diagnosis Phase:
Phase 2: Reconnect
Essential Components of the Reconnect Phase:
Phase 3: Reinforce
Essential Components of the Reinforce Phase:
Phase 4: Strengthen - Building Resilience and Long-Term Health

Total Pages in Section 10

Chapter 7: How We Support You

Franchisee Partner / Franchisor Relationship 1
- Independently Owned and Operated
- Franchisee Operational Requirements

Franchise Pre-Launch Support 2
- Find Your Matterhorn Fit
- Build Your Matterhorn Fit
- Launch Your Matterhorn Fit

Matterhorn Fit Fundamentals Training 1
- Re-Training

Matterhorn Fit Coaching & Support Program 3
- Launch Coaching
- Foundations Coaching
- Growth Coaching
- Coaching Tools and Documentation

Strategic Plan-On-A-Page
The Matterhorn Fit Deep Dive
Monthly KPI Dashboard
Weekly Goal Setting & Review
Mindbody Support
Field Visits
Annual Conference

Total Pages in Section 7

Chapter 8: Future Proof Your Business

Policy & Procedures 1
Health & Safety 1
Licensure and Insurance 1
Matterhorn Fit Location and Specifications 1
Systems and Technology 1
- Email 1
- Shared Drive
- Office Phones
- Hardware

Setting Up Your Business 15

Professional Services
Accounting

Payroll
Legal
Incorporation
Corporations (Limited Company)
Incorporation Process
Business Name Registration
Bank Accounts
Budgeting
Financial Reporting
Standard Chart of Accounts
Financial Audits and Inspections
Recurring Fees 3
Royalties
Brand Fund Fee
Technology Support Fee
Digital Marketing Fee
Remittance
Government Report
Pricing
Day to Day Operations **11**
Music
Opening Procedures
Closing Procedures
Total Pages in Section 35

Total Pages in Manual 137

EXHIBIT H TO FDD

SAMPLE FORM OF GENERAL RELEASE

MATTERHORN FIT FRANCHISOR LLC
GRANT OF FRANCHISOR CONSENT AND FRANCHISE OWNER RELEASE

MATTERHORN FIT FRANCHISOR LLC ("we," "us," "our," or "Franchisor"), and the undersigned franchise owner, _____ ("you," "your," or "Franchise Owner"), currently are parties to a certain franchise agreement dated _____ (the "Franchise Agreement"). You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation]_____
_____
_____
_____
_____. We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, directors, officers, principals, employees, and affiliated entities (collectively, the "Releasing Parties"), hereby forever release and discharge us and our affiliates, our and their current and former officers, directors, shareholders, principals, employees, agents, representatives, affiliated entities, successors, and assigns (collectively, the "Franchisor Parties") from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, "Claims") that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the Franchisor Parties (1) arising out of or related to the Franchisor Parties' obligations under the Franchise Agreement or (2) otherwise arising from or related to your and the other Releasing Parties' relationship, from the beginning of time to the date of your signature below, with any of the Franchisor Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Franchisor Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity that is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your transferring owners likewise grant to us the release and covenant not to sue provided above.

[Signature Page Follows]

MATTERHORN FIT FRANCHISOR LLC
a Delaware limited liability company

By:_____

Title:_____

FRANCHISE OWNER,
a/an _____

By:_____

Title:_____

EXHIBIT I TO FDD

LISTS OF CURRENT AND FORMER FRANCHISE OWNERS

Franchise Owners as of the Prior Fiscal Year End:

NONE

New Franchise Owners since the Prior Fiscal Year End:

NONE

Former Franchise Owners that Departed the Franchise Network during the Prior Fiscal Year:

The name, city and state, and current business telephone number (or if unknown, the last known home telephone number) of each franchise owner who had an outlet terminated, canceled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document, is listed below. The states listed below in which these former franchise owners may be contacted are not necessarily the same states in which the former franchise owners' franchised businesses were located. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

NONE

EXHIBIT J TO FDD

FRANCHISE OWNER DISCLOSURE QUESTIONNAIRE

As you know, Matterhorn Fit Franchisor LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of a Matterhorn Fit franchised business. 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, in order to be certain that you have been properly represented in this transaction and that you understand the limitations on claims you may make arising from 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; instead, 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, then please explain your answer on the back of this sheet.

Yes__ No__ l. 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. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?

Yes__ No__ 6. Have you discussed the benefits and risks of developing and operating a Matterhorn Fit franchised business with an existing Matterhorn Fit franchise owner?

Yes__ No__ 7. Do you understand the risks of developing and operating a Matterhorn Fit franchised business?

Yes__ No__ 8. 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__ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated, mediated, or litigated in Estero, Florida?

Yes__ No__ 10. Do you understand that you must satisfactorily complete the initial training course before we will allow your franchised business to open, or otherwise before we will consent to a transfer of your franchised business?

Yes__ No__ 11. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Matterhorn Fit franchised business 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__ 12. Do you agree that no employee or other person speaking on our behalf made any statement or promise to you, or any agreement with you, 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__ 13. 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 a Matterhorn Fit franchised business 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__ 14. 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 Matterhorn Fit 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? When considering this question, please note that nothing in the Franchise Agreement or the attachments to the Franchise Agreement will disclaim or require you (the franchise owner) to waive reliance on any representation that we made in our most recent franchise disclosure document (including its exhibits and amendments) delivered to you or your representative.

[Signature Page Follows.]

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 K TO FDD

STATE ADDENDA TO DISCLOSURE DOCUMENT

FOR THE STATE OF CONNECTICUT

1. The following is added to the end of Item 19 of the Disclosure Document:

   Caution: Some business opportunities have (sold)(earned) this amount. There is no assurance you will do as well. If you rely upon our figures, you must accept the risk of not doing as well.

2. The following is added to the end of Item 11 of the Disclosure Document:

   If the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled

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

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

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and 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 franchisee 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 fulfil contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

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

Any questions regarding the notice should be directed to:

State of Michigan
Consumer Protection Division
Attention: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48909
Telephone: 517-373-7117

Note: **Despite subparagraph (f) above, we intend to enforce fully the provisions of the arbitration section contained in our Franchise Agreement. We believe that subparagraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration section. You acknowledge that we will seek to enforce this section as written.**

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

FOR THE STATE OF NEW YORK

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of New York:

1. The following paragraphs are added to the end of the State Cover Page:

THIS OFFERING PROSPECTUS IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS OFFERING PROSPECTUS AND ALL CONTRACTS OR AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

ALTHOUGH THESE FRANCHISES HAVE BEEN ACCEPTED FOR FILING, SUCH FILING UNDER GENERAL BUSINESS LAW, ARTICLE 33 OF THE STATE OF NEW YORK DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE NEW YORK STATE DEPARTMENT OF LAW THAT THE INFORMATION PROVIDED HEREIN IS TRUE. THE DEPARTMENT'S REVIEW DID NOT INCLUDE A DETAILED EXAMINATION OF THE MATERIALS SUBMITTED. A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT MAY CONSTITUTE A VIOLATION OF BOTH FEDERAL AND STATE LAW, AND SHOULD BE REPORTED TO BOTH THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C., 20580 AND THE NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

GENERAL BUSINESS LAW, ARTICLE 33 OF THE STATE OF NEW YORK MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE A COPY OF THE OFFERING PROSPECTUS, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE AT THE EARLIER OF (a) THE FIRST PERSONAL MEETING BETWEEN THE FRANCHISOR OR ITS AGENT AND THE PROSPECTIVE FRANCHISEE, (b) AT LEAST TEN BUSINESS DAYS PRIOR TO THE EXECUTION OF A BINDING FRANCHISE OR OTHER AGREEMENT OR (c) AT LEAST TEN BUSINESS DAYS PRIOR TO THE RECEIPT OF ANY CONSIDERATION IN CONNECTION WITH THE SALE OR PROPOSED SALE OF A FRANCHISE.

THE FRANCHISOR MAY NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THIS PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON YOU TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

2. Item 3 is amended by adding the following language to the beginning of such Item:

To the best of our knowledge, except as otherwise disclosed below, neither we, our predecessor, nor any other person or franchise sales agent identified in Item 2 of this Disclosure Document:

Has pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations;

Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the date of this Disclosure Document, been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations; or

Is subject to any injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency.

3. Item 4 is amended by adding the following language to the beginning of such Item:

To the best of our knowledge, except as otherwise disclosed below, neither we, our affiliates, our predecessor, or our officers, during the ten year period immediately before the date of this Disclosure Document:

Has filed as debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code;

Has obtained a discharge of its debts under the United States Bankruptcy Code; or

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 United States Bankruptcy Code or that obtained a discharge of its debts under the United States Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership.

4. Item 5 is amended by adding the following new paragraph at the end of the Item:

The initial franchise fee and the development fee paid under the Development Rider are not used for any specific purpose.

5. Item 11 is amended by adding the following sentence at the end of the Operations Manual section:

   We may modify the Operations Manual. However, no change to the Operations Manual will be made which would impose an unreasonable economic burden on you, unreasonably increase your obligations, or materially alter your status or rights under the Franchise Agreement.

6. Item 17 is amended by adding the following language at the beginning of the Item:

   THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

7. Row (d) of Item 17 entitled "Termination by franchisee" is amended by adding the following language to the Summary column:

   You may terminate the Agreement on any grounds available by law.

8. Row (j) of Item 17 entitled "Assignment of contract by franchisor" is amended by adding the following to the Summary column:

   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.

9. Row (w) of Item 17 entitled "Choice of law" is amended by adding the following to the Summary Section:

   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.

10. The following is added immediately preceding Item 23:

    We represent that this prospectus does not knowingly omit any material fact or contain any untrue statement of a material fact.

11. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor,

franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MATTERHORN FIT FRANCHISOR LLC
STATE EFFECTIVE DATES

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

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

State	**Effective Date**
California	Not Effective
Hawaii	Not Effective
Illinois	Not Effective
Indiana	Not Effective
Maryland	Not Effective
Michigan	November 9, 2023
Minnesota	Not Effective
New York	Not Effective
North Dakota	Not Effective
Rhode Island	Not Effective
South Dakota	Not Effective
Virginia	Not Effective
Washington	Not Effective
Wisconsin	Not Effective

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.

ITEM 23
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 Matterhorn Fit Franchisor LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **[New York requires you to receive this Franchise 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 Matterhorn Fit Franchisor LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is Matterhorn Fit Franchisor LLC, located at 20010 Riverbrooke Run, Estero FL 33928. Its telephone number is (239) 236-9491.

The franchise sellers for this offering are Kenny Turano and Ryan Vesce, 20010 Riverbrooke Run, Estero FL 33928, (239) 236-9491 and/or

_____.

Issuance Date: October 11, 2023

We authorize the respective state agencies identified on Exhibit B to receive service of process for us in the particular state.

I have received a Disclosure Document dated October 11, 2023 that included the following Exhibits:

Exhibit A	List of State Administrators
Exhibit B	List of State Agents for Service of Process
Exhibit C	Franchise Agreement
Exhibit D	Development Agreement Rider
Exhibit E	State Addenda to Franchise Agreement
Exhibit F	Financial Statements
Exhibit G	Operations Manual Table of Contents
Exhibit H	Sample Form of General Release
Exhibit I	Lists of Current and Former Franchise Owners
Exhibit J	Franchise Owner Disclosure Questionnaire
Exhibit K	State Addenda to Disclosure Document

_____ _____

Date Prospective Franchise Owner

(Sign, Date and Keep This Copy for Your Records)

_____

Authorized Signature

ITEM 23
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 Matterhorn Fit Franchisor LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **[New York requires you to receive this Franchise 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 Matterhorn Fit Franchisor LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is Matterhorn Fit Franchisor LLC, located at 20010 Riverbrooke Run, Estero FL 33928. Its telephone number is (239) 236-9491.

The franchise sellers for this offering are Kenny Turano and Ryan Vesce, 20010 Riverbrooke Run, Estero FL 33928, (239) 236-9491 and/or

_____.

Issuance Date: October 11, 2023

We authorize the respective state agencies identified on Exhibit B to receive service of process for us in the particular state.

I have received a Disclosure Document dated October 11, 2023 that included the following Exhibits:

Exhibit A	List of State Administrators
Exhibit B	List of State Agents for Service of Process
Exhibit C	Franchise Agreement
Exhibit D	Development Agreement Rider
Exhibit E	State Addenda to Franchise Agreement
Exhibit F	Financial Statements
Exhibit G	Operations Manual Table of Contents
Exhibit H	Sample Form of General Release
Exhibit I	Lists of Current and Former Franchise Owners
Exhibit J	Franchise Owner Disclosure Questionnaire
Exhibit K	State Addenda to Disclosure Document

_____ _____

Date Prospective Franchise Owner

_____

Authorized Signature

Please sign this copy of the receipt, date your signature, and return it to us at info@matterhornfit.com.