

FRANCHISE DISCLOSURE DOCUMENT

	MONEY CFO, INC. A California Corporation 1900 Royal Oaks Drive Duarte, CA 91010 (626)244-8420 franchise@money-cfo.com www.money-cfo.com
---	--

The franchise that we offer is for the operation of a Money CFO franchised business offering strategic tax reduction planning, tax preparation, accounting, bookkeeping, payroll management, accounts payable & receivable management, compliance filings, and Chief Financial Officer ("CFO") advisory services to business clients and tax, accounting, budgeting and personal CFO advisory services to individual clients.

The total investment necessary to begin the operations of a single Money CFO franchise ranges from \$74,126 to \$137,751. This includes \$49,000 that must be paid to the franchisor or an affiliate.

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 ability of disclosures in different formats, contact: Marton Medina, President at franchise@money-cfo.com

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

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

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

Issuance Date: October 1, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Money CFO 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 Money CFO franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-state dispute resolution.** The franchise agreement requires you to resolve disputes with us by mediation and litigation only in California. Out-of-state mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and litigate with us in California than in your own state.
2. **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 longer operating history.
3. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
4. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
5. **Minimum Monthly Payments.** You must make minimum royalty payments. If you fail to do so, the franchisor could terminate your franchise agreement and you could lose your investment."

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

MICHIGAN

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

- (a) 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, logo type, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards;
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor;
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations;
 - (iv) The failure of the franchisee or proposed

transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

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

Any questions regarding this notice should be directed to Department of the Attorney General's Office, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 525 W. Ottawa Street, Lansing, Michigan 48913; telephone number (517) 373-7117.

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

Money CFO
Franchise Disclosure Document
Table of Contents

ITEM 1:	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	6
ITEM 2:	BUSINESS EXPERIENCE	8
ITEM 3:	LITIGATION	8
ITEM 4:	BANKRUPTCY	9
ITEM 5:	INITIAL FEES	9
ITEM 6:	OTHER FEES	9
ITEM 7:	ESTIMATED INITIAL INVESTMENT	16
ITEM 8:	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	20
ITEM 9:	FRANCHISEE’S OBLIGATIONS	21
ITEM 10:	FINANCING	23
ITEM 11:	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING.....	23
ITEM 12:	TERRITORY.....	31
ITEM 13:	TRADEMARKS	32
ITEM 14:	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	33
ITEM 15:	OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	34
ITEM 16:	RESTRICTION ON WHAT FRANCHISEE MAY SELL	35
ITEM 17:	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....	34
ITEM 18:	PUBLIC FIGURES	43
ITEM 19:	FINANCIAL PERFORMANCE REPRESENTATIONS	43
ITEM 20:	OUTLETS AND FRANCHISEE INFORMATION.....	45
ITEM 21:	FINANCIAL STATEMENTS.....	41
ITEM 22:	CONTRACTS	42
ITEM 23:	RECEIPT	42

LIST OF EXHIBITS

EXHIBIT A: List Of State Franchise Administrators And Agents For Service Of Process

EXHIBIT B: Franchise Agreement

- ATTACHMENT 1: Territory
- ATTACHMENT 2: Disclosure of Principals
- ATTACHMENT 3: Personal Guaranty
- ATTACHMENT 4: Confidentiality and Non-Competition (owners/managers)
- ATTACHMENT 5: Example Forms: Confidentiality and Non-Competition (employees); Release; Bank Authorization; and optional Call Center Addendum

EXHIBIT C: Financial Statements

EXHIBIT D: Operations Manual Table of Contents

EXHIBIT E: Outlets as of the date of this Disclosure Document

EXHIBIT F: State Addenda

EXHIBIT G: State Effective Dates

EXHIBIT H: Receipt

ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the terms “Franchisor”, or “we” or “us” means Money CFO, Inc., the Franchisor. The terms “we”, “us” and “Franchisor” do not include you, the “Franchisee”. We refer to the purchaser(s) of a Money CFO franchise, as “you” or “Franchisee”, whether an individual, a partnership, corporation, or limited liability company, including any guarantors.

We were formed as a corporation in the State of California on March 19, 2025. Our principal business address is 1900 Royal Oaks Drive, Duarte, CA 91010. We do business under our company name, “Money CFO” and its associated designs and slogans (our “Marks”).

We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We only offer franchises which operate under the “Money CFO” Mark. We began offering franchises in October 2025.

The principal business addresses of our agents for service of process are shown on Exhibit A.

Our Parents, Predecessors and Affiliates:

We do not have any parents or predecessors.

We have an affiliate iThink Business Academy, a California stock corporation, formed on May 9, 2019, with a principal address of 1900 Royal Oaks Drive, Duarte, CA 91010. iThink Business Academy is in the advisory business and works with businesses to develop and execute strategic growth and expansion strategies. This affiliate has not offered a business of the type you will operate. This affiliate does not and has not offered franchises in any line of business. This affiliate is the exclusive supplier of the Client Fulfillment Services and Sales Call Services (see Item 6) offered to our franchisees.

The Franchise Offered:

We grant franchises for the right to own and operate a business under the “Money CFO” Marks, using our distinctive operating procedures and standards, to offer our Products and Services on a protected basis in a defined Territory (the “Franchised Business”).

The distinguishing characteristics of the Franchised Business includes, among other things, our market positioning and differentiation, productization strategy, color schemes, graphics, outsourced services, operation methods, customer service methods and standards, advertising and marketing specifications, and other standards, specifications, techniques, and procedures that we designate for developing, operating, and managing Money CFO outlets, all of which we may change, improve, and further develop (collectively, our “System”).

Under our System, each Franchised Business provides strategic tax reduction planning, tax preparation, accounting, bookkeeping, payroll management, accounts payable & receivable management, compliance filings, and Chief Financial Officer ("CFO") advisory services to business clients and all-inclusive tax, accounting, budgeting and CFO services to individual clients

(collectively, the "Products and Services") in combination with internal staffing and our client fulfillment services and sales call services.

Franchisees are required to sign our franchise agreement for the Franchised Business. Our current form of franchise agreement is attached to this disclosure document as Exhibit B (the "Franchise Agreement"). Each Franchised Business is also referred to as a "Unit" or "Outlet" throughout this disclosure document.

In order to sign a Franchise Agreement with us, you or your principal executive must be a certified public accountant ("CPA").

Market and Competition:

The market for your Franchised Business will be individuals and businesses in your Territory. The tax preparation business is seasonal, as the tax season typically begins in late January and ends in mid-April each year. However, the Products and Services are designed to be offered through all-inclusive annual programs. Our System is designed to create a recurring revenue model that allows your Franchised Business to operate year-round.

The tax and financial services industry is highly competitive. You will compete with local, regional, and national businesses that operate under independent and well-known brands, including other franchised brands. You will also compete with CFO advisors, bookkeepers, independent CPAs, and national, regional, and local tax preparers, all of which may operate from traditional brick-and-mortar locations, maintain a hybrid office, or serve clients remotely.

Industry Specific Regulations:

At all times during the operation of your Franchised Business, you must comply with all laws, rules, ordinances, and regulations ("Laws") imposed on the federal, state or local level, which apply specifically to the tax and financial services industry and apply to businesses generally.

Your principal executive must be a CPA and must be authorized to communicate with the Internal Revenue Service ("IRS") and state taxing authorities to provide tax return preparation and resolution services.

The industry is governed by the Internal Revenue Code ("IRC") found in Title 26 of the United States Code (26 USC), which outlines the rules and regulations governing the assessment and collection of federal taxes as well as similar state tax laws. Treasury regulations—commonly referred to as federal tax regulations—provide the official interpretation of the IRC by the U.S. Department of the Treasury and give directions to taxpayers on how to comply with the IRC's requirements.

Among other Laws, the IRS has implemented standards for tax return preparers and registration requirements with the IRS to obtain a Preparer Tax Identification Number ("PTIN") as well as eligibility for obtaining and maintaining an Electronic Filing Identification Number (an "EFIN") and similar qualifications. You must secure and maintain an EFIN number for your Franchise Business to offer our Products and Services. You cannot file taxes electronically if you do not pass the IRS's "suitability" screening required to obtain an EFIN.

The industry is also subject to civil fiduciary duties owed to clients and state and federal regulations on confidentiality of client financial information, including electronic financial information and data security, and breach of data notification laws. You will also be subject to a state Board of Accountancy that oversees the licensing and regulation of accountants.

There may also be Laws regarding the ownership structure of accounting and tax firms and limitations on what individuals may have ownership stakes in firms providing accounting and tax services, and may affect what type of legal entity you may be able to create or name you will be able to use.

Your state may also have specific laws that regulate advertising that may limit certain terms or phrases that require truthful advertising and may require you to include information about licensed professionals in their advertisements.

You must also ensure that you comply with all payment card industry (“PCI”) and data security standard (“DSS”) standards, regulations, and requirements. You are not permitted to collect, store, transfer, etc., any unnecessary customer information. Additional information can be found at <https://www.pcisecuritystandards.org/>.

ITEM 2: BUSINESS EXPERIENCE

Marton Medina - Founder and Chief Executive Officer

Marton Medina is our founder and has served as Chief Executive Officer since our inception in March 2025. Since May 2019, Mr. Medina has also served as the Founder and President of iThink Business Academy, located in Duarte, California. He also founded and has served as the President for Sportster Athletics, Inc., a non-profit corporation in Duarte, California, since November 2012.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

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

ITEM 5: INITIAL FEES

Initial Franchise Fee

You must pay us an initial fee of \$49,000 (“Initial Franchise Fee”) when you sign a Franchise Agreement. A Franchise Agreement grants you the right to operate one (1) Franchised Business within a single Territory.

The Initial Franchise Fee is fully earned by us and is due in lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstance, except that we will refund 50% of the Initial Franchise Fee paid by you, subject to you signing a general release of liability, if (1) you fail to complete the initial training program to our satisfaction, or (2) we reasonably

conclude, no more than 5 business days after you complete the initial training program that you do not have the ability to satisfactorily operate your franchise.

Discounts

Conversion Discount: As of the Issuance Date, we offer a Conversion Discount of \$10,000 for franchisees converting an existing business into a Money CFO franchised business.

Expansion Discount: As of the Issuance Date, we offer an Expansion Discount of \$24,500 for existing Money CFO franchisees who desire to open a second or subsequent location.

Additional Discounts: From time to time, we may offer other special incentive programs as part of our franchise development activities. We reserve the right to offer, modify or withdraw any incentive program without notice to you.

Since we were not offering franchises in 2024, we did not collect any Initial Franchise Fees during the past year. Except as described in this Item 5, the Initial Fees are uniformly imposed and non-refundable.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	10% of your Gross Revenues subject to a minimum annual royalty amount (see The Minimum Annual Royalty Fee below) (see also, <u>Note 1</u>).	Monthly via electronic funds transfer ("EFT") by the 5th day of each month for Gross Revenues of the prior month (see <u>Note 2</u>).	Payable to us on a recurring monthly basis. If you are a Conversion Business, your monthly fee may be discounted but you will remain subject to the Minimum Annual Royalty Fee (see <u>Note 3</u>).
Minimum Annual Royalty Fee	Year 1: \$5,000 Year 2: \$7,500 Year 3+: \$10,000	Each anniversary of your opening date (if any amount is due).	This fee only applies if the total Royalty Fee paid by you in any given year is less than the amount applicable under this Minimum Annual Royalty Fee schedule. In the event there is a deficiency between the Royalty Fee paid by you and the Minimum Annual Royalty Fee amount, you will pay the remaining amount to us. This fee (if any) is calculated on an annual basis.

			See <u>Note 4</u> for details on the reconciliation process.
Required Minimum Expenditure for Local Marketing	A minimum of 5% of Gross Revenues, subject to increase of up to 7% of your Gross Revenues.	As incurred, except as noted below for the Digital Marketing Fee and any Cooperative Advertising Contribution.	Payable to us in part and directly to advertisers in part. We have the right to designate where local advertising funds must be spent and to administer the expenditure of these funds. Further, if you do not spend at least the minimum amount required in any given month, then we reserve the right to collect the deficiency from you and spend such funds on your behalf. See <u>Note 5</u> .
Digital Marketing Fee	Our then-current fee (currently, \$700/month, subject to a maximum increase of 10% per year).	Monthly via EFT by 5th day of each month.	Payable to us, our affiliates, and/or third-party suppliers. Payment of this fee includes monthly website management, reputation management, content creation, personal CFO email campaigns, and business CFO email campaigns, at the levels we determine. All amounts you spend on the Digital Marketing Fee will be counted towards your Required Minimum Expenditure for Local Marketing as set forth above.
Cooperative Advertising Contribution	Not currently imposed (if any, up to 2% of Gross Revenues as determined by the co-op)	As determined by the Cooperative (if any).	We do not currently have any local or regional advertising cooperatives, but we have the right to require you to participate in a local or regional advertising cooperative. The amount you must contribute to the cooperative will be determined by a vote of the members, up to 2% of Gross Revenues. Any contributions to the marketing cooperative will be counted towards your Required Minimum Expenditure for Local Marketing as set forth above. See Item 11.

Email Address and Telephone Routing	Our then-current fee (currently, email accounts are \$33 per month/user and telephone routing is \$30/month) subject to a maximum fee equal to the actual amounts charged by third party providers plus a 10% administrative fee.	Monthly via EFT by 5th day of each month.	Payable to us. If you have an existing office number, we may require you to assign that telephone number to us as part of the onboarding process.
Technology and Accounting Platforms	Our then-current fee (currently, you will contract directly with third party providers and pay their actual rates) subject to a maximum fee equal to the actual amounts charged by third party providers plus a 10% administrative fee.	As incurred.	We require you to use certain technology and accounting platforms in the operation of your Money CFO franchised business. See <u>Item 11</u> . Currently, we require you to contract directly with the designated suppliers and pay them for the services they provide. However, we reserve the right to pay these providers directly and then collect a monthly fee from you ("Technology Fee"). We will provide sixty (60) days advance notice before implementing a Technology Fee.

Client Fulfillment Services Fee	25% of the ongoing Recommended Fee (<u>Note 6</u>)	Monthly, at the same time the client pays as part of an annual engagement.	Our affiliate iThink Business Academy is authorized by us to provide certain Products and Services, which may change from time-to-time during the term of a Franchise Agreement, on your behalf. Currently, iThink Business Academy offers annual packages for individuals designed to educate on personal budgeting fundamentals and assist them in developing, implementing, and maintaining a budget for debt reduction and wealth planning. These services are offered on a monthly basis by an annual engagement with tiered service levels. We will collect these fees on their behalf. You are not required to use these services.
Sales Call Services Fee	15% of the first year's annual Recommended Fee for conversion of existing client base and 20% of the first year's annual Recommended Fee for new clients (<u>Note 7</u>)	Due in full upon client engagement and payment of first invoice.	Our affiliate iThink Business Academy offers a Sales Call Service to help franchisees solicit new clients and/or convert their existing clientele into monthly recurring revenue clients. We will collect these fees on their behalf. as a commission for successful solicitations. You are not required to use these services.
Annual Conference Fee	The then-current fee up to \$2,000 per person (currently, we do not impose this fee).	At time of registration for the conference or seminar.	We have the right but not the obligation to host an annual conference for our franchisees and require you (or your principal executive) to pay this fee to us and attend the conference. If you attend any conference, you also will be required to pay all travel, lodging, food, and other expenses for each of your attendees. We may also impose this fee if you fail to attend a mandatory annual conference.

Additional Training Fee	\$250/day	As incurred	The Initial Training for up to two (2) individuals will be provided as part of your Initial Franchise Fee. You will pay this fee if you send additional individuals to our Initial Training (for example, you hire a general manager) or we require you to attend additional training during the term of the Franchise Agreement. See Item 8 and Item 11.
Late Charge	\$100	As incurred.	If you fail to pay us any amount when due, then we may charge you \$100 Late Charge for each late submission in addition to interest charges explained below.
Interest Charge	1.5% per month from due date, or maximum allowed by law.	As incurred.	If you fail to pay us any amount when due, we may charge you interest on the unpaid balance until the payment is received.
Non-Sufficient Funds Fee	\$75	As incurred.	If your check is returned or an electronic funds transfer from your bank account is denied for insufficient funds, then we may charge you an Insufficient Funds Fee per occurrence.
Renewal Fee	The greater of \$10,000 or 20% of the then-current Initial Franchise Fee.	When you renew your Franchise Agreement for an additional term.	Payable to us. See Item 17.
Transfer Fee	50% of the then current Initial Franchise Fee.	Before we approve the transfer.	Payable to us. See Item 17.

Examination of Books and Records	Actual cost of examination plus related expenses.	As incurred.	We have the right under the Franchise Agreement to examine your books, records and tax returns pertaining to the Franchised Business. If an examination reveals that you have understated any Gross Revenue report by 2% or more, you must pay to us the cost of the audit and all travel and related expenses, in addition to repaying monies owed and interest on the monies owed.
Reimbursement of Third-Party Fees	Actual third-party fee plus 10% administrative fee.	As incurred.	Generally, you are required to pay all third party's vendors and suppliers directly. However, if we incur third party charges on your behalf, because you fail to make such payments, then you will reimburse us for any such charges plus a ten percent (10%) administrative fee.
Indemnification	Amount of loss or damages plus costs.	As incurred.	You must indemnify and hold us, our affiliates, and all of our respective officers, directors, agents and employees harmless from and against any and all claims, losses, costs, expenses, liability and damages arising directly or indirectly from, as a result of, or in connection with your business operations under the Franchise Agreement, as well as the costs, including attorneys' fees, of defending against them.

Reimbursement of legal fees and expenses	Our costs and expenses, including but not limited to attorneys' fees, incurred for your failure to pay amounts when due or failure to comply in any way with the Franchise Agreement.	As incurred.	Payable to us.
Insurance	Reimbursement of our actual costs	As incurred.	We require you to obtain and maintain certain minimum insurance coverage (See Item 8). If you do not obtain the required insurance, we may (but are not required to) obtain insurance on your behalf.

All fees and expenses described in this Item 6 are nonrefundable, paid to us, and are uniformly imposed except as provided in this Item 6.

Note 1: You will pay a continuing monthly Royalty Fee equal to ten percent (10%) of the Gross Revenue generated monthly by your Franchised Business.

The term "Gross Revenue" includes all revenues and income from any source derived or received by you from, by or on account of the operation of the Franchised Business or made pursuant to the rights granted under the Franchise Agreement. Gross Revenue are determined based on the total amount of money paid by your customers, without deduction for your costs or expenses; however, Gross Revenue does not include (i) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (ii) properly documented refunds to customers, or (iii) properly documented promotional discounts.

Note 2: You are required to set up authorization at your bank to allow us to electronically transfer funds from your bank account to our bank account. We will typically initiate an Automated Clearing House payment ("ACH") on or before the fifth day of each month for the prior month's Gross Revenues. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds.

Note 3: If you convert an existing independently owned and operated accounting firm (a business that performs certified public accounting services for third parties as defined by the American Institute of Certified Public Accountants) into a Money CFO Franchised Business (as a "Business Conversion") then you and we will agree, at the time of executing a Franchise Agreement, to exempt certain income from the monthly Royalty Fee calculation (the "Business Conversion Royalty Exemption Amount" or "BCREA").

How the BCREA Works: If you are a Business Conversion, you will only pay the 10% monthly Royalty Fee when the Gross Revenue generated by your Money CFO Franchised Business in any

given month exceeds the applicable BCREA for that same month. The BCREA functions as a revenue exemption threshold that applies uniformly throughout the entire term of your Franchise Agreement and any renewal or successor agreements. In other words, if your revenue for a given month does not exceed the BCREA for that month, no monthly Royalty Fee is due.

How the BCREA Is Calculated: The BCREA is determined based on your converting business's actual historical revenues in the corresponding months of the most recently completed fiscal year immediately preceding the effective date of your Franchise Agreement. For each calendar month of the year (January through December), we use your reported revenue from that same month of the prior fiscal year to establish the monthly BCREA. This results in twelve fixed monthly BCREA thresholds that do not change over time.

For example:

- If your business generated \$22,000 in revenue in February of the prior year, your February BCREA will be \$22,000 during every February throughout the term of the Franchise Agreement (and any successor agreements).
- If your prior year's July revenue was \$12,000, your July BCREA will be \$12,000 for all future Julys.

This month-specific, year-over-year method ensures that the exemption amount accurately reflects the seasonality and historical performance of your converting business. The Monthly BCREA amounts will be set forth in a Business Conversion Addendum to your Franchise Agreement at the time of signing (See Example Forms, Attachment 5 to Franchise Agreement).

BCREA In Practice: Let's say your March BCREA is \$18,000 based on your converting business's revenue in March of the previous year:

- If you earn \$22,000 in March of any given year, you would pay the 10% Royalty Fee on the \$4,000 excess over the BCREA (i.e., \$400).
- If you earn \$16,000 in March, you would owe no Royalty Fee for that month, because you did not exceed the BCREA.

This structure is repeated for each calendar month of the year, always comparing current-month revenue to the fixed BCREA set from the corresponding prior-year month.

Exception to BCREA: Even if your revenue does not exceed the BCREA in one or more months, your total annual Royalty Fee payments are subject to reconciliation against any applicable Minimum Annual Royalty Fee (See Note 4). If your total Royalty Fees paid during the year fall below the minimum, you will be required to pay the difference at the end of the year.

Note 4: Following completion of each calendar year, we will reconcile the Royalty Fee amount actually paid by you during the preceding calendar year with the Minimum Annual Royalty Fee amount using the schedule provided in this Item 6. If the cumulative Royalty Fee amount paid by you during such period is less than the applicable Minimum Annual Royalty Fee amount, then you will pay the deficiency on or before January 15 of such year. For example, if you paid a total of \$4,000 as a Royalty Fee during your first full year in operation, you would owe us an additional \$1,000 on January 15 (the difference between the 10% monthly Royalty Fee collected by us during the preceding

year period and the Minimum Annual Royalty Fee applicable during 1st Year). We may, in our sole discretion, waive or defer this fee and it may not be uniformly imposed. This fee begins following your first full year in operation. For example, if you open on October 1, 2025, no Minimum Annual Royalty Fee would be due January 15, 2026; instead, your Year 1 would run from January 1, 2026 through December 31, 2026.

Note 5: Upon our request, you must furnish us with a monthly report and documentation of local advertising expenditures during the previous calendar month. If you do not spend the minimum required amount, and we reasonably determine it is adversely affecting your business, then we have the right, but not the obligation, to spend the minimum required amount on your behalf and demand reimbursement from you. If we exercise this right, we will take commercially reasonable efforts to deploy these funds for the benefit of your Franchised Business; however, we do not and cannot guaranty results.

Note 6: Our affiliate, iThink Business Academy, is authorized by us as a designated supplier to provide certain Money CFO Products and Services on our franchisees' behalf to enhance efficiency and service quality across the franchise network. Through this program, our affiliate offers to provide certain personal/individual budgeteer services to supplement services offered directly by you. This affiliate does not currently offer any accounting, bookkeeping, or tax preparation services, and does not currently offer any services for business clients. The types of Products and Services may change throughout the term of your Franchise Agreement; however, you will never be required to utilize their services. We (or our affiliate) will publish a price list for the then-current services offered. Each service offered will include a recommended fee for you to charge your clients (the "Recommended Fee"). For example, our affiliate may offer a budgeting package with a Recommended Fee of \$99/month for a one-year engagement - in which case you would pay us (or our affiliate) \$24.75 each month for these services. This fee is non-refundable and is in addition to all other fees.

Note 7: Our affiliate, iThink Business Academy is authorized to offer certain Sales Call Services to and on behalf of our franchisees. The Sales Call Services Fee is a commission collected by us (or them) upon each successful conversion. This is a one-time fee and is calculated based on an amount equal to the annual Recommended Fee for the services provided. For example, if iThink Business Academy offers a service for a Recommended Fee of \$99/month and they successfully convert a new client for you, then the Sales Call Services Fee would be \$237.60. The \$237.60 fee would be due to us (or them) upon the client signing an engagement and simultaneously paying for their first month of service. This fee is non-refundable and is in addition to all other fees.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ITEM 7: ESTIMATED INITIAL INVESTMENT

**YOUR ESTIMATED INITIAL INVESTMENT
SINGLE UNIT FRANCHISE**

Type of Expenditure (*)	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee (Note 1)	\$49,000	\$49,000	Check or Wire transfer	Upon signing the Franchise Agreement.	Us
Digital Marketing Setup Fee (Note 2)	\$8,250	\$9,750	As required by providers.	Thirty days prior to opening.	Suppliers
Initial Package (Note 3)	\$3,000	\$5,000	As required by providers.	As incurred.	Suppliers.
Real Estate / Rent (Note 4)	\$0	\$10,000	As required by providers.	As incurred.	Landlord
Utilities (Initial setup plus 3 months)	\$0	\$1,500	As required by providers.	As incurred.	Utility Providers
Leasehold Improvements (Note 5)	\$0	\$10,000	As required by providers.	As incurred.	Contractors and Suppliers
Furniture, Fixtures and Equipment (Note 6)	\$0	\$5,000	As required by providers.	As incurred.	Suppliers
Signage (Note 7)	\$0	\$2,000	As required by providers.	As incurred.	Suppliers
Technology and Connectivity (Note 8)	\$0	\$4,730	As required by providers.	As incurred.	Suppliers
Initial Software and Platform Fees (Note 9)	\$1,376	\$4,771	As Incurred	As incurred	Suppliers
Traveling for Initial	\$0	\$5,000	As Incurred	As required by suppliers of transportation,	Suppliers of transportation, lodging & meals.

Training (Note 10)				lodging & meals.	
Professional Fees (Note 11)	\$1,500	\$5,000	As required by providers.	As incurred.	Attorney, Accountant, Other Professional Service Providers
Business Licenses and Permits (Note 12)	\$500	\$1,000	As required by government agencies.	Before opening, as required by government agencies.	Government Agencies
Insurance (Note 13)	\$0	\$2,500	As required by insurer.	Before opening.	Insurer
Operating Expenses / Additional Funds – 3 months (Note 14)	\$10,500	\$22,500	As incurred.	Payroll weekly, other purchases according to agreed-upon terms.	Employees, utilities, suppliers, etc.
TOTAL	\$74,126 to \$137,751				

Notes:

*These estimated initial expenses reflect our current best estimate of the costs you may incur in establishing and operating your Franchised Business. We do not offer direct or indirect financing for these items. Our estimates are based on our experience, the experience of our owners and our officers, the experience of our affiliates, and our current requirements for Franchised Businesses. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to vendors or third parties are non-refundable, except as you may arrange for utility deposits and other payments, or as otherwise negotiated in your agreements between you and the vendor or third party.

Note 1: Initial Franchise Fee. The Initial Franchise Fee is \$49,000.00. The Initial Franchise Fee is fully earned by us and is due in lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstance. See Item 5.

Note 2: Digital Marketing Setup Fee. You must pay various vendors and suppliers approved by us to assist in your initial digital marketing support. The amount you will pay typically depends on whether you are starting a new Money CFO business or converting an existing business into a Money CFO franchised business. The low end is an estimate for new businesses. The high end is an estimate for a conversion business. This estimate includes website design, creation of initial video advertising, initial Customer Relationship Management (CRM) setup, and initial social media setup.

Note 3: Initial Package. You will need to purchase printed collateral materials, office supplies, Money CFO branded professional attire, and a personal branding photo/video session. The difference between

the low and high-end estimates will be dependent on the professional attire you choose, as well as the photo/video session package you choose.

Note 4: Real Estate/Rent. You are not required to purchase or lease a commercial space prior to opening your Money CFO franchised business. When starting-up, a suitable location can be established in as small of a space as a 10' x 10' home office, so long as the home office is a separate office space closed off from the remainder of the home, it is quiet and professionally furnished, and equipped with all the necessary equipment and technology needed to provide clients with the same quality services as if the franchisee were leasing a commercial space. The low-end estimate assumes you will begin operations from your home or you are a Conversion Business and already maintain a suitable commercial office. Other suitable locations include professional or light industrial office complexes. An office size larger than 700 square feet is not necessary and not recommended at start-up. We do not require a commercial office space until your average monthly sales reach \$12,000 or more for two consecutive quarters; however, the high end of this estimate assumes you lease a space 700 square feet or smaller and pay a security deposit. Your actual costs may vary widely depending on, amongst other reasons, the state in which it is located, the local market, and other factors. Local, state, and other fees or taxes could also cause other costs in developing a new location.

Note 5: Leasehold Improvements. The low-end estimate assumes you are operating the business out of a suitable home office or already maintain a suitable commercial office. The high-end estimate is for purchasing and installing flooring, carpentry, painting, and other related improvements.

Note 6: Furniture, Fixtures and Equipment. The low-end estimate assumes you are operating the business out of a suitable home office or already maintain a suitable commercial office. The high-end estimate is for purchasing a desk, filing cabinet, chairs, lighting and fixtures.

Note 7: Signage. The low-end estimate assumes you are operating the business out of a home office and exterior signage is not permitted. The high-end estimate is for exterior signage, which is required if you maintain a commercial office.

Note 8: Technology and Connectivity. You are required to use the technology systems and connectivity levels specified by us in our Operations Manual. Current requirements are listed in Item 11. The low end assumes you are operating an existing accounting office and have sufficient technology and connectivity levels. The high-end estimate is for purchasing new computer hardware, a cloud-based server, monitor, scanner, modem, printer, video conferencing equipment, and a dedicated expandable phone system with at least 2 incoming lines.

Note 9: Initial Software and Platform Fees. You are required to subscribe to certain software and platforms for bookkeeping, accounting, budgeting, tax preparation, tax planning, and use these software and platforms at all times during the operation of your Money CFO franchised business. This estimate is for initial setup fees, and the initial subscription amounts you will be required to pay designated suppliers for access to the required software and platforms (see Item 11). The low-end estimate is for conversion businesses that wish to keep their existing tax preparation and tax planning software. The high-end estimate is for a new business. This estimate includes three (3) months of service on monthly subscriptions and one (1) year of service on annual subscriptions.

Note 10: Traveling for Initial Training. You must complete our pre-opening training program before opening your Franchised Business. We do not charge a fee for our pre-opening initial training. This

estimate is for estimated travel and lodging expenses that you will incur to attend our pre-opening initial training program.

Note 11: Professional Fees. This estimate is for costs associated with the engagement of professionals such as attorneys and accountants for advisories consistent with the start-up of a CFO advisory business and purchase of a franchise opportunity. We recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this Disclosure Document, and the Franchise Agreement. It is also advisable to consult these professionals to form a new entity for operation of the Franchised Business and review any other contracts that you will enter into as part of the development and operation of your Franchised Business.

Note 12: Business Licenses and Permits. You must apply for, obtain, and maintain all required permits and licenses necessary to operate a Franchised Business. The licenses will vary depending on local, municipal, county and state regulations. There may also be requirements imposed by your state board of accounting.

Note 13: Insurance Deposits. You are required to maintain certain insurance coverage. Your actual payments for insurance and the timing of those payments will be determined based on your agreement with your insurance company and agent. The low-end estimate is for a Conversion Business who has already obtained the required insurances for their existing operation, owes no premium, and does not have this initial investment. The high-end estimate is for the cost of an initial deposit to obtain the minimum required insurance, and we estimate this deposit to be equal to the amount of three months of monthly insurance premium payments (see Item 8). We recommend that you consult with your insurance agent before signing a Franchise Agreement.

Note 14: Operating Expenses / Additional Funds – 3 months. This is an estimate of the minimum recommended levels of additional funds that may be required to cover operating expenses such as employee salaries, inventory, software, marketing and required payments to us, and is only for the initial three-month period following the opening of your Franchised Business. We base these figures on the experience of our officers and affiliates in the industry.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have developed our System and we want to ensure that our high level of quality and customer satisfaction is maintained with each franchised outlet. We have documented our process to ensure that each Money CFO franchised business follows the same methods, standards, and specifications in our operations manual(s) (“Operations Manual”), which may exist in various parts, locations, and formats, and may include a combination of audio, video, written material, electronic media, website content, and/or software components.

Each franchisee receives the Operations Manual and is required to act in strict compliance with the methods, standards, specifications and guidelines in our Operations Manual. We can and expect to modify or add to these methods, standards, specifications, and guidelines as we deem necessary. Any changes will be made through amendments, supplements, or updates in our Operations Manual or through written communication directly with you as we continue to improve the System. We will issue copies of our standards and specifications to you and approved and proposed suppliers.

You must not: (i) deviate from these methods, standards, and specifications without our prior written consent, or (ii) otherwise operate in any manner which reflects adversely on our Marks or the System. Our Operations Manual states our standards, specifications, and guidelines for all products and services we require you to obtain in establishing and operating your Franchised Business. You must manage all customer complaints and requests for returns in a manner that will not detract from our Marks and goodwill.

You must purchase, install, maintain in sufficient supply, and use, only fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Operations Manual or otherwise in writing. You must use the computer hardware and software, including the practice management, accounting, bookkeeping, budgeting, exit planning, and tax planning software that we designate to operate your Franchised Business. You must obtain the computer hardware, software licenses, maintenance and support services, and other related services that meet our specifications from the suppliers we specify.

You must not use, offer, or sell any products or services in connection with your Franchised Business that do not meet our System standards and specifications, or that we have discontinued or otherwise notified you that you are no longer able to use or offer in connection with your Franchised Business. If you wish to offer any product or service in your Franchised Business other than our approved products and services, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, you must obtain our prior written approval as described more fully in this Item 8.

We maintain written lists of approved items, products and services, and a list of designated suppliers and vendors for those items. We will update these lists periodically and issue the updated lists to all franchisees.

Additionally, you must obtain and maintain, at your own expense, such insurance coverage as we require in the Operations Manual and as required by federal, state, or local laws. You may elect to obtain higher coverage or obtain any other insurance to cover any risk associated with your activity. Our current specifications are:

Type	Minimum Amount
Comprehensive General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$1,000,000 excess of other policies
Errors and Omissions	\$1,000,000
Data Breach	\$1,000,000
Workers Compensation	\$500,000 each accident/incident
Any other insurance required by federal, state, or local law	

All insurance policies must name us and our affiliates as “additional insured” parties and contain a waiver by the franchisee and its insurer of any subrogation right against us and our officers, employees, and agents. On execution of a Franchise Agreement, and thereafter 30 days before the expiration of any policy, you must deliver to us the Certificates of Insurance and Endorsements evidencing the existence and continuation of proper coverage with limits not less than those we require. In addition, if we request, you must deliver to us a copy of the insurance policy or policies we require. Further, all insurance policies must expressly provide that no less than 30 days’ prior written notice will be given to us in the event of a material alteration to or cancellation of the policies. Should you, for any reason,

fail to procure or maintain the insurance we require, as these requirements may be revised occasionally by us in writing, we will have the right and authority, but not the obligation, to immediately procure the insurance and charge you, which you must pay immediately on notice. The foregoing remedies are in addition to any other remedies we may have at law or in equity.

We have the right to require you to purchase or lease certain products or services necessary to operate your Franchised Business from our approved or designated suppliers by updating the Operations Manual. Our affiliate iThink Business Academy is the only designated supplier for the Client Fulfillment Services and Sales Call Services (services, see Item 6) which are permitted to be offered by your Franchised Business (collectively, the "Outsourced Services"). We are the only approved supplier of our initial training program (service, see Item 11). Marton Medina owns an interest in us and our affiliate that provides the Outsourced Services. Except as provided in Item 6 and above in this Item 8, neither we nor any affiliate is an approved or designated supplier of any product or service you are required to purchase or lease, or owns an interest in any supplier.

Alternative Suppliers

You must not use, offer, or sell any products or services in connection with your Franchised Business that do not meet our System standards and specifications, or that we have discontinued or otherwise notified you that you are no longer able to use or offer in connection with your Franchised Business. If you wish to propose an alternative supplier, you must submit a request in writing to us. If we are not familiar with the product or service we may require you to provide us with a sample of the supplier's products or services at your own expense. We will review the products or services within fifteen (15) days of our receipt and determine whether to consider adding the supplier to our list of approved vendors. We do not provide franchisees with any specific criterion for approving suppliers, but we generally consider the specifications and quality of the product. We will test products and may inspect the premises of suppliers. After our review, we will notify you if we approve or disapprove of an alternative supplier in writing. We reserve the right to approve or revoke approval of any supplier. If we revoke approval for a supplier, we will provide written notice to you.

Purchase Arrangements

We do not currently have any negotiated purchase agreements; however, we reserve the right to enter into such purchase agreements with suppliers, including pricing terms, for the benefit of our franchisees.

Purchasing or Distribution Cooperatives

We do not have purchasing and distribution co-operatives as of the Issuance Date of this Franchise Disclosure Document.

Right to Derive Revenue from Required Purchases

We have the right to receive fees, payments, rebates, commissions or other consideration from third-party manufacturers, suppliers and/or distributors (collectively, "Rebates") which may or may not be reasonably related to services we provide to these third parties. We will retain and use any Rebates as we deem appropriate or as required by a particular manufacturer, supplier or distributor.

We and our affiliate have the right to receive revenue and profit from your purchase of the Outsourced Services. We and our affiliates will retain and use any such revenue as we or our affiliate deems appropriate.

We began offering franchise opportunities in 2025, therefore, in our last fiscal year neither we nor any of our affiliates derived any revenue from franchisees required purchases or leases.

Required Purchases as a Proportion of Costs

We estimate that required purchases described above will be 70 to 80% of all purchases and leases by you of goods and services to establish a franchise and approximately 20-30% of your operating costs after the initial start-up phase.

We provide no material benefits based on your use of designated sources; however, failure to use approved items or designated suppliers and vendors may be a default under the Franchise Agreement. Additionally, when there is any default under the Franchise Agreement, we reserve the right, in addition to other remedies available under the Franchise Agreement, to direct suppliers to withhold furnishing products and services to you.

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 or Article in Franchise Agreement	Item in Franchise Disclosure Document
a. Site Selection and Acquisition/Lease	5.2	11
b. Pre-Opening Purchase/Leases	5.1, 7.5	7, 11
c. Site Development & other Pre-Opening Requirements	Article V, VI, VII.	11
d. Initial and Ongoing Training	6.1, 6.2, 6.3	11
e. Opening	5.4	11
f. Fees	4	5, 6, 7
g. Compliance with Standards and Policies/Operating Manual	Article VII	8, 11
h. Trademarks and Proprietary Information	8.2	13, 14
i. Restrictions on Products/Services Offered	7.2	8

Obligation	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
j. Warranty and Customer Service Requirements	7.6	Not Applicable
k. Territorial Development and Sales Quotas	Not Applicable	12
l. Ongoing Product/Service Purchases	7.3, 7.4, 7.10, 7.11	8
m. Maintenance, Appearance and Remodeling Requirements	7.10, 7.11	Item 11
n. Insurance	Article XIII	7
o. Advertising	Article XII	6, 11
p. Indemnification	18.4, 20.4	14
q. Owner's Participation, Management, Staffing	7.6, 17.1	11, 15
r. Records /Reports	11.1, 11.2, 11.3	6
s. Inspections and Audits	11.5	6, 11
t. Transfer	14.2, 14.3	17
u. Renewal	2.2	17
v. Post-Termination Obligations	Article XVI	17
w. Non-Competition Covenants	17.2, 17.3	17
x. Dispute Resolution	Article XXV	17
y. Guaranty	18.4, Attachment 3	15

ITEM 10:
FINANCING

We do not offer direct or indirect financing. We do not guarantee any note, lease, or obligation on your behalf.

ITEM 11:
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

1. Pre-Opening Obligations

Before you open your Franchised Business, we will:

- a. provide you with standards for site selection. We do not otherwise assist you with site selection. We will not own and/or lease any site to you. We will not provide any assistance in conforming the premises to local ordinances or building codes and we will not assist in obtaining any permits. Likewise, we will not provide any assistance in construction, remodeling, or relocating the premises. (Franchise Agreement, Section 3.1).
- b. loan to you the Money CFO Operations Manual and other manuals and training aids we designate for use in the operation of your Franchised Business, as they may be revised from time to time (Franchise Agreement, Section 3.6).
- c. provide a written list of equipment, fixtures, furnishings, signage, supplies and products that will be required to open the Franchised Business. We provide the names of all designated and approved vendors or specifications for these items. We and our affiliates do not deliver or install any of these items (Franchise Agreement, Section 3.1).
- d. recommend minimum and maximum prices for products and services at your Money CFO outlet (Franchise Agreement, Section 3.7).
- e. provide you with initial training. We will determine, in our sole judgment, whether you satisfactorily complete the initial training. (Franchise Agreement, Section 3.2)
- f. provide you with marketing assistance by establishing website and social media accounts as more fully described below in this Item 11 (Franchise Agreement, Section 3.2 and Article XII).
- h. provide you with general guidance on hiring and training employees and provide you with an example agreement for your employees to execute agreeing not to solicit your customers or unfairly compete against you or us. However, you are solely responsible for the hiring, firing, compensating, withholding, and remitting applicable payroll taxes and day-to-day supervision and control over your employees. Neither our guidance nor anything in our Operations Manual will shift control over your employees to us.(Franchise Agreement, Section 3.7).

2. Time to Open

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Money CFO Franchised Business is one (1) to two (2) months. Factors that may affect this time period include your ability to: (i) acquire financing, (2) obtain licenses and permits, (3) hire and train qualified employees, (4) acquire necessary equipment, inventory and supplies, and (5) complete required training.

You are required to tell us whether you will begin operating the Franchised Businesses from a home office or a commercial site within thirty (30) days of signing the Franchise Agreement. Likewise, you are required to attend Initial Training and be open for business within sixty (60) days of signing the Franchise Agreement. If you elect to operate from a home office, your home office must be at least 10' x 10', closed off from the remainder of the home, professionally furnished, and equipped with all necessary equipment and technology needed to operate the franchised business. If you are not able to open within sixty (60) days, more time may be given upon your request. We will not unreasonably withhold our approval for more time. However, your failure to open within one hundred eighty (180) days after signing the Franchise Agreement is a default and we have the right to terminate the Franchise Agreement upon your default. (Franchise Agreement, Section 5.4).

3. Obligations After Opening

During the operation of your franchise, we will:

- a. offer from time to time, in our discretion, mandatory or optional additional training programs. If we require it, you must attend mandatory additional training offered by us for up to one (1) week each year at a location we designate and attend an annual business meeting or franchisee conference for up to one (1) week each year at a location we designate. (Franchise Agreement, Section 3.2 and 6.3).
- b. upon your request, or as we determine to be appropriate, provide remedial on-site training and assistance at your premises. (Franchise Agreement, Section 3.4).
- c. establish and maintain bookkeeping and accounting procedures that you must follow. (Franchise Agreement, Section 3.7).
- d. provide individualized assistance and coaching to you on the proper implementation of the System and operation of the Franchised Business within reasonable limits by telephone, email, and/or video conferencing, subject at all times to availability of our personnel and in reasonable limits (Franchise Agreement, Section 3.4).
- e. from time to time, as may become available, provide you with samples or digital artwork, advertising and promotional materials (Franchise Agreement, Section 3.4) .
- f. provide you with any written specifications for required equipment, fixtures, products and services and provide you with updated lists of any approved suppliers of these items (Franchise Agreement, Section 3.1).
- g. upon your request and subject to our availability, provide you with on-site training, supervision, and assistance for up to 2 days around the time of your opening (Franchise Agreement, Section 3.3).
- h. recommend minimum and maximum prices for products and services. Certain metrics may be integrated into designated software platforms to assist you in establishing prices. This information is for training or educational purposes. You are solely responsible for establishing your own prices (Franchise Agreement, Section 3.8).

- i. maintain website and social media as more fully described below in this Item 11.
- j. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within 15 business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within 15 business days, the proposed material and/or campaign is deemed “disapproved”. (Franchise Agreement, Section 12.6).
- k. make available and provide the Outsourced Services described in Items 6 and Item 8 either directly or through an affiliate of ours. (Franchise Agreement, 3.9).
- l. provide you with standards for site selection for a commercial office location, which is required when your monthly Gross Revenues reach an average of at least \$12,000 for two (2) consecutive quarters. We will also provide you with any design standards and specifications. We do not otherwise assist you with site selection. We will not own and/or lease any site to you. We will not provide any assistance in conforming the premises to local ordinances or building codes and we will not assist in obtaining any permits. Likewise, we will not provide any assistance in construction, remodeling, or relocating the premises. (Franchise Agreement, 3.1).

4. **Advertising** (Franchise Agreement, Article XII)

Details on our advertising program for the franchise System are as follows:

- a. Our Obligation to Conduct Advertising. We may use local, regional, or national advertising. We may produce advertising material in-house or through outside agencies. We do not generally provide for placement of advertising on your behalf; however, we have the right to designate where local advertising funds must be spent and to administer the expenditure of these funds. Otherwise, we have no obligation to spend any amount on advertising in your area or territory. You are responsible for all fees associated with local advertising placement. However, we will develop and maintain a comprehensive website that contains your location’s address and contact information. Additionally, we will create and control Social Media (as defined below) for digital advertising efforts.

You may not establish your own website or use social media platforms for the promotion of your Franchised Business without our prior written consent. You must sign such documents as we may require, that grant us the right to change, transfer or terminate your email addresses, domain names, social media platforms and comparable electronic identities that use our trademarks if the Franchise Agreement expires or is terminated, or if your franchise is not renewed. Likewise, if you establish any website or social media associated with our trademarks despite our prohibitions then you will assign all rights to such accounts to us upon our request.

Except for the social media presence that we will establish on your behalf, you are not permitted to promote your Franchised Business or use any of the Marks in any manner on any social or networking websites, including, but not limited to: Facebook, Instagram, FourSquare, LinkedIn, Pinterest, Snapchat, Telegram, TikTok, Twitch, X (formerly Twitter), personal blogs, virtual worlds, audio and video-sharing sites, and other similar social networking or

media sites or tools presently existing or developed in the future (collectively, “Social Media”) without our prior written consent.

We will decide which Social Media accounts to create and we will control all such accounts along with their initiatives. We alone will be, and at all times will remain, the sole owner of the intellectual property rights to all material which appears on any Social Media or website we establish or maintain. We may permit you to utilize such accounts for local advertising subject to our standards and control.

The website and Social Media accounts may be used for digital advertising (including pay-per-click and display ads) or other means of digital marketing to promote the brand, Franchised Business, Marks or franchise opportunities. We may also negotiate contracts with vendors for digital marketing services. If you choose to participate in any digital advertising campaign, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor (unless paid by the Marketing Fund).

You must comply with our System standards regarding the use of Social Media in your Franchised Business’s operation, including prohibitions on your employees posting or blogging comments about the Franchised Business or the System, other than on a website or Social Media account established or authorized by us.

- b. Use of Your Own Advertising. You may use your own advertising materials provided that you submit them to us and we approve them, in writing, and they adhere to federal, state and local law. All advertising, in any medium, must be factually accurate, ethical, and dignified. We will provide our brand standards and other specifications in our Manual. You will not be allowed to engage in any business or advertising that may injure our business and goodwill or associate our mark with any product or service not authorized by us. If our written approval is not received within 14 days from the date we received the material, the material is deemed disapproved. Use of our marks must follow our approved standards.
- c. Local and Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. Therefore, no fees are currently assessed. However, we may decide to establish a local or regional cooperative in the future and your participation may be mandatory, in our sole discretion. If we establish a regional cooperative, you and other franchisees may be required to contribute up to 2% of Gross Sales into the cooperative. Any amounts you pay into an advertising cooperative will count towards your minimum local advertising obligations. Our affiliate-owned outlets may participate in a regional cooperative, in our sole discretion. The structure of the cooperative and governing documents must be approved by us, but franchisees participating in the cooperative will be responsible for administering the cooperative. The cooperative will make decisions based on a majority vote by the members contributing to the cooperative. Each franchisee will be required to work with us or a designated advertising agency to coordinate and place advertising in the cooperative area. Each cooperative will prepare annual reports, and we have the right to audit and review the books and records of each cooperative. The costs and expenses of each cooperative must be paid by that cooperative. We have the power to require cooperatives to be formed, changed, or dissolved. You will be required to sign a membership agreement for a cooperative if one is formed.

- d. Systemwide Marketing Fund. We do not have a systemwide advertising fund and the Franchise Agreement does not give us the right to establish such a fund.

6. **Computer Systems** (Franchise Agreement, Section 8.3)

You must comply with our computer hardware, software, and point of sale specifications, which includes designated vendors, as provided in our Operations Manual. As of the Issuance Date we require the following technology and computer systems:

Description	Purpose	Aprx. Cost
Computer with high-speed internet and video conferencing capabilities	Manage the Franchised Business	\$1,500-2,500
Designated Practice Management Software	Manage the Franchised Business.	\$132 per month
Designated Tax Preparation Software*	Prepare and file tax returns	\$2,695 per year
Designated Tax Planning Software*	Tax planning and projection for clients	\$700 per year
Designated Accounting Ledger Software	Maintain client ledger accounts	\$46 per month/user
Designated Business CFO Advisory Tool	CFO planning for business clients	\$395 setup + \$149/month
Microsoft Suite and Video Conference Subscription	Manage the Franchised Business	\$95-150/month.
Commercial Phone System	Manage the Franchised Business	\$500-1,000
Printer-Scanner-Copier	Print, scan, and copy	\$780

*If you are a Business Conversion, you may keep your existing tax preparation software and tax planning software.

We will have independent, unlimited electronic access to the information generated by and stored in your computer software and applications. There are no contractual limitations on our right to have full access to this information. We may retrieve, download, analyze and store such information and data at any time. We own all customer data stored in the Computer Systems outlined above, and license the right to this data to you.

We have no obligation to maintain, repair, update or upgrade your computer and software. At your cost, you must provide on-going maintenance and repairs to your computer and software. You must upgrade your computer hardware and software as necessary to operate the most current version of the designated software we require or any replacements thereto. We cannot estimate the cost of maintaining, updating and upgrading your computer hardware and software because it will depend on the make and model of your computer, required upgrades to operate our current management and payment processing applications, repair history, usage, local cost of computer maintenance services in your area and technological advances that we cannot predict.

7. **Table of Contents of Operations Manual**

The Table of Contents of our Money CFO Operations Manual, current as of the date of this Disclosure Document is attached as Exhibit D. The Operations Manual has approximately 135 pages.

8. **Training** (Franchise Agreement, Article 7)

You (if the franchisee is an individual) or all of your owners (if the franchisee is a business entity) must complete initial training (our "Initial Training Program") to our reasonable satisfaction prior to opening your Franchised Business. We recommend that you schedule time to complete our training program no less than 7-10 days before your planned opening date.

The following tables provide additional information about our initial training programs:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction - Welcome and Introduction - MCFO Mission/Vision/Values - Vision and BHAG	1.5	0	See Note 1
Leadership - ControlAbility® - Goal Setting - Prioritization - Organizational Structure & Strategy - Key Performance Indicators	12	16	See Note 1
Money Matters - Owner Breakeven - MCFO Accounting System - ControlAbility® of Your Money	4	4	See Note 1
Marketing - Market Segments/Your Target Market - Positioning and Differentiation - Brand Management - Marketing Channels/Vehicles - Your Marketing Strategy	4	2	See Note 1
Management - Systems Management - Training - Monitoring - Enforcement - Positive Reinforcement	4	2	See Note 1

Client Fulfillment • CFO Advisory • Productized Strategy and Design • Production • Delivery • Customer Service	6	18	See Note 1
Human Resources • Ideal Employee Profile • Attraction Power • Recruiting Channels • Recruiting Message • Interview Process	4.5	2	See Note 1
Sales • Your Sales Funnels • The Sales Hat • Sales Tools and Training • Customer Relationship Management	4	8	See Note 1
Total Hours	40	52	

Note 1: Our training is designed to be completed in two (2) parts. The classroom training is intended to train concepts and will typically be taught during a one-week period in-person in Duarte, CA or another location designated by us. The on-the-job-training is meant for training implementation of the concepts learned during the classroom portion and typically takes place remotely via video conference during the two weeks following the in-person training.

We periodically conduct our Initial Training Program throughout the year, as needed.

The Initial Training Program is led by Marton Medina. We may have additional guest instructors present during the course of our training. All guest instructors will have a minimum of 5 years of experience in the field relevant to the subject taught.

<u>Instructor</u>	<u>Years of Experience in Subject Taught</u>	<u>Years of Experience with the Franchisor</u>
Marton Medina	30	Less than 1

Our training materials for the Initial Training Program consist of the Operations Manual, digital presentations and tutorials, web-based instruction marketing and promotional materials, and any other materials that we believe will be beneficial to our trainees in the training process. Hands-on training also includes observation and active instruction.

The cost of our instructors and training materials for up to two (2) attendees at our Initial Training Program is included in the Initial Franchise Fee.

If you do not complete the Initial Training Program to our satisfaction, we have the right to terminate the Franchise Agreement; however, we will allow the attendee (or a new designee of yours) to complete the applicable training program at an additional fee of \$250 per person per day.

Around the time of your grand opening of your Franchised Business, we will provide you with on-site training, supervision and assistance for up to two (2) days.

We may also require certain refresher or ongoing training during the term of your Franchise Agreement. Additionally, we do not now, but may, in the future, have an annual conference. Attendance will not be mandatory (See Item 6).

You must pay for all of travel and personal expenses, including, but not limited to, all costs for your transportation, meals, and lodging for yourself and your personnel to attend any training program, conference, or other meeting with us. You will also be responsible for paying your employees' wages and any reimbursable expenses for their time at any such programs or events.

ITEM 12 **TERRITORY**

Under the Franchise Agreement, we will grant to you the right to develop and operate one (1) Franchised Business within a designated geographic region (your "Operating Territory").

The franchise is for a location to be approved by us. The scope and size of your Operating Territory will vary from the scope and size of the operating territories of other franchisees in our System and will be determined by us based on population density, demographics, and geographical boundaries. While there is no minimum size for an operating territory, your Operating Territory will, generally, be a geographic area that contains approximately 150,000 people. Our determination as to number of businesses within your Operating Territory will be made at the time of signing your Franchise Agreement and will be based on estimates provided by a commercially available mapping tool that utilizes data, demographics, estimates, projections, and other factors to define a geographical region. We may identify your Operating Territory by zip code, boundary streets, highways, county lines, census tracts, designated market area, and/or other recognizable demarcations. We will provide you with a territory report as a supplement to this disclosure document during the territory selection process and your selected Operating Territory will be defined and attached to the Franchise Agreement.

Your Franchised Business may be operated from anywhere within the Operating Territory. We may approve relocation of your Franchised Business if we feel that conditions have changed such that a relocation represents a sound business decision.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises. However, you may ask us at any time to purchase additional franchises. When evaluating your ability to purchase additional franchises we will consider factors such as your financial history, performance, and adherence to the terms of the Franchise Agreement.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You may not be the exclusive provider of Money CFO services in your Operating Territory. However, we will grant you a protected territory, meaning we will not establish a company-owned or franchised outlet in your Operating Territory during the term of your Franchise Agreement. Continuation of your rights does not depend on meeting a certain sales volume.

You may not solicit orders from consumers outside of your Operating Territory, nor may you use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside your Operating Territory, except that we will include a listing on our website of your Money CFO location. However, you may accept orders from outside your territory.

Your right to operate a Franchised Business in the Operating Territory are limited to the rights expressly granted in the Franchise Agreement and are subject to certain rights reserved by us. For example, we may use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept consumers within your Operating Territory using our principal trademarks (or another trademark) without any compensation to you. We may operate or franchise a business under a different trademark which such business sells or will sell goods or services like those you will offer, anywhere, except within your Operating Territory.

Neither we, nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

[Remainder of Page Intentionally Left Blank]

ITEM 13
TRADEMARKS

The Franchise Agreement will license to you the right to operate your Franchised Business under the following principal trademarks ("Marks") registered or applied for with the United States Patent and Trademark Office ("USPTO"):

Description of Mark	Registration Number	Principal or Supplemental Register of the USPTO	Registration Date
Money CFO (Word Mark)	N/A Serial Number 99109023	Application filed 3/28/2025	Application filed 3/28/2025
Money CFO Building Strength in Numbers (Word Mark)	N/A Serial Number 99113785	Application filed 3/31/2025	Application filed 3/31/2025

We do not have a federal trademark for our principal trademark. Therefore, our trademark does not have as 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.

There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by the franchisor. There are no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

There are no currently effective agreements that significantly limit our rights to use or license the use of our trademarks listed in this section. We are not aware of any superior rights or infringing uses that could materially affect your use of our trademarks.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us. We or the Licensor and we will take any action we think is appropriate in our sole judgment and, if you have given us timely notice and are in full compliance with the Franchise Agreement. However, the Franchise Agreement does not require us to take any affirmative action when notified of these claims.

Franchisor will participate and defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Marks. If Franchisor, in its sole discretion, determines that Franchisee has used the Marks in accordance with the Franchise Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by Franchisor. If Franchisor, in its sole discretion, determines that Franchisee has not used the Marks in accordance with the Franchise Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by Franchisee. In the event of any litigation relating to Franchisee's use of the Marks, Franchisee will execute any

and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Marks in a manner inconsistent with the terms of this Agreement, Franchisor will reimburse Franchisee for its out-of-pocket costs in doing such acts.

We reserve the right to substitute different Marks if we can no longer use the current Marks, or if we determine that substitution of different Marks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any Mark, or to use one or more additional or substitute Marks.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not hold any patents and there are no pending patent applications that are material to the franchise. We claim a copyright on certain materials developed by us, such as our Operations Manual, marketing and promotional material, and other printed material. However, we have not presently filed a registration of those copyright with the United States Copyright Office.

There are no current material determinations of, or proceedings pending in, the United States Patent and Trademark Office, the United States Copyright Office, or any court regarding any of our copyrights.

There are no agreements currently in effect which limit your right to use any of our copyrights. We are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them.

During the term of the Franchise Agreement, you will have access to and become acquainted with our Confidential Information. The term "Confidential Information" means our non-public sensitive or proprietary information or data (oral, written, electronic or otherwise) including, without limitation, any trade secret, knowledge, or know-how that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise System, all other materials relating to our System that are not a matter of public record, and all information generated during the performance of the Franchise Agreement. For example, Confidential Information includes but is not limited to: customer lists, employee data, end-user information, development plans, instructional materials, know-how, financial statements, methods, processes, protocols, plans, pricing metrics, product mix, programing code, research and development, sales and technical information, standards and specifications, strategic plans, supplier and vendor relationships, unpatented ideas, and our Operations Manual along with other information that may or may not be designated as "confidential" or "proprietary". (Franchise Agreement, Article X).

You must promptly tell us when you learn about unauthorized use of any Confidential Information. We are not obligated to take any action, but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use, in strict compliance with the Franchise Agreement, of the Confidential Information. However, you have no rights under the Franchise Agreement if we require you to modify or discontinue using the subject matter covered by the copyright.

ITEM 15
OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE
ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchise Agreement requires that you or, if you are a Corporate Entity, that your managing shareholder or partner be a CPA and be personally responsible for the daily management and supervision of the Franchised Business (the "Principal Executive"). The Principal Executive must dedicate his or her full-time efforts to the management and operation of the Franchised Business and be on-site at the location of the Franchised Business facility. The Principal Executive must have satisfactorily completed our Initial Training Program and must have obtained all required licenses and permits necessary to operate a Franchised Business within the Operating Territory.

We may allow you to hire a manager ("Business Manager") who is a CPA to fulfill your obligations of day-to-day management once you meet certain performance criteria for two consecutive quarters (as established by us and set forth in our Operations Manual); however, you are still ultimately responsible and must properly oversee the Franchised Business in accordance with the Management System detailed in the Operations Manual. You must inform us in writing of the identity of your Business Manager, furnish information to us regarding the candidate's background, experience and credentials, and secure our advance written approval before you engage him or her to manage the Franchised Business. We will not unreasonably withhold or deny our approval. You must train your Business Manager. Your Business Manager must devote full time to the job and cannot have an interest or business relationship with any of our competitors. If the franchisee is a business entity, your Business Manager is not required to have an equity interest in the franchisee entity.

All owners of the Franchised Business must sign the Franchise Agreement and thereby guarantee the obligations under the Franchise Agreement. However, your spouse is not required to guarantee your performance under the franchise agreement or franchisor's practice. This means your spouse is not bound by their own personal guaranty, duty of confidentiality or duty not to compete; however, that does not mean you can circumvent your obligations by sharing our Confidential Information and know-how with your spouse (or any family member) nor assist them in competing with us. Owners and any Business Manager must sign our Confidentiality and Non-Competition Agreement for owners and managers provided as Attachment 4 to the Franchise Agreement. Additionally, your tax preparers and other workers who have access to our Confidential Information must sign a Confidentiality and Non-Solicitation Agreement as a condition of their employment with you and on a form like the example provided for workers in Attachment 5 to the Franchise Agreement. These agreements are subject to applicable state and federal law.

ITEM 16:
RESTRICTION ON WHAT FRANCHISEE MAY SELL

You may only sell the products and services specified or approved by us in writing. You must sell the products and services required by us. We can change the products and services that you must offer. There is no limitation on our right to change the products and services offered by Franchised Business. You are not limited to whom you may sell your products and services, provided you do so exclusively from within your Operating Territory and in compliance with the standards we have determined for the System.

ITEM 17:
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

**THE FRANCHISE RELATIONSHIP
(UNDER THE FRANCHISE AGREEMENT)**

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 Agreement	Summary
a.	Length of the franchise term	Section 2.1	Term is 10 years
b.	Renewal or extension of the Term	Sections 2.2	If you are in good standing as defined below, you can sign a successor agreement for an additional term of ten (10) years.
c.	Requirements for franchisee to renew or extend	Sections 5.2 and 5.3	You must provide notice to renew not less than three (3) months nor more than twelve (12) months prior to the end of the term, not be in default of any material provision of the Franchise Agreement, be current on all monetary obligations to us and our affiliates, execute our then-current franchise agreement which may differ from the terms of your Franchise Agreement, except that: (i) the Royalty Fee will not increase, (ii) the size of the Operating Territory will not decrease, and (iii) Franchisee will not be required to pay any initial franchise fee, you execute a general release, comply with our then-current training requirements and complete and required refurbishments, and pay a renewal fee of 20% of the then-current initial franchise fee.
d.	Termination by franchisee	Section 15.1	You make seek termination upon non-renewal, transfer, or if we do not cure within sixty (60) day's notice of a material breach, failure to comply with applicable law, or our bankruptcy or insolvency.
e.	Termination by franchisor without cause	Section 15.3	The Franchise Agreement will terminate upon your death or permanent disability, and the Franchise is transferred within six months to a replacement franchisee that we approve (subject to state law).
f.	Termination by franchisor with cause	Sections 15.3 and 15.4	We may terminate only if you default. The Franchise Agreement describes defaults throughout. Please read it carefully.

g.	“Cause” defined – curable defaults	Section 15.4	You have 30 days to cure non-payments and any other defaults (except for non-curable defaults listed in the Franchise Agreement and described in h. immediately below).
h.	“Cause” defined - non-curable defaults	Sections 17.1 and 17.2	The Franchise Agreement will terminate automatically, without notice for the following defaults: (i) you fail to complete initial training; (ii) if cease to operate for five (5) days or more when active operation is reasonably possible; (iii) you are convicted of a felony, crime of moral turpitude or any other crime or offense that may have an adverse effect on the System; (iv) your operation of the business causes a threat to public health or safety; (v) you improperly assign or transfer your rights in the Franchise Agreement; (vi) a transfer is not timely completed after your death; (vii) you fail to comply with in-term restrictive covenants; (viii) you disclose our confidential information; (ix) you knowingly submit false reports to us; (x) you refuse to permit us to inspect your books, records or accounts; (xi) you become insolvent; (xii) you fail to cure a curable default within 30 days; (xiii) you commit a curable default, cure, and then commit the same curable default again. This provision is subject to state law.
i.	Franchisee’s obligations on termination/ non-renewal	Article XVI	Upon termination, you must: cease operations; cease to identify yourself as a Money CFO franchisee; cease to use our trademarks; cancel any assumed name registration that contains any Mark; pay us and our affiliates all sums owing; pay us any damages, costs or expenses we incur in obtaining any remedy for any violation of the Franchise Agreement by you, including, but not limited to attorneys’ fees; deliver to us all Confidential Information, the Operations Manual and all records and files related to your Franchised Business; comply with the non-disclosure and non-competition covenants; sell to us, at our option, all furnishing, fixtures, equipment, inventory and supplies of your Franchised Business; and assign, at our option, your telephone numbers, directory and internet listings, and social media and software accounts and the lease for the location.
j.	Assignment of contract by franchisor	Section 14.1	No restrictions on our right to assign.

k.	"Transfer" by franchisee defined	Section 14.2	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Franchise Agreement, the Franchised Business, any assets of the Franchised Business, or in the Franchisee (if the Franchisee is a business entity).
l.	Franchisor approval of transfer by franchisee	Section 14.2	No transfer is allowed without our consent, which we will not unreasonably withhold.
m.	Conditions for franchisor approval of a transfer	Section 14.3	Conditions include: our decision not to exercise our right of first refusal; you are current on all monetary obligations to us and our affiliates; you are not in default; you execute a general release, the transferee meets our then-current standards for qualifying franchisees; transferee signs our then-current form of Franchise Agreement, which may have materially different terms from your Franchise Agreement; transferee and its Business Manager successfully complete our Initial Training Program; you and the transferee sign a General Release on our then-current form; if applicable; payment of a transfer fee equal to 50% of the then-current initial franchise fee.
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.5	You must promptly notify us of any written offer to purchase your Franchise. We have 30 days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration (b).we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 30 days to close after our notice and (e) you shall give us all customary seller's representations and warranties.
o.	Franchisor's option to purchase franchisee's business	Section 16.8	Upon termination of the Franchise Agreement, we have the option to purchase your computer hardware, technology, furniture, equipment, signs, advertising materials, supplies and inventory at fair market value.
p.	Death or disability of franchisee	Sections 14.6	The Franchise Agreement will terminate upon your death or permanent disability, and the Franchise is transferred within six months to a replacement franchisee that we approve.

q.	Non-competition covenants during the term of the franchise	Section 17.2	You may not: divert, or attempt to divert, customers of any Money CFO outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business; employ or seek to employ any person who is at that time employed by us or another franchisee of ours, or otherwise assist a competitive business that offers tax, bookkeeping, budgeting, and CFO advisory services.
r.	Non-competition covenants after the franchise is terminated or expires	Section 17.3	For 2 years after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any Money CFO outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business within the Operating Territory, within 25 miles of your Operating Territory, or within 25 miles of any other Money CFO location.
s.	Modification of the agreement	Sections 1.4, 8.3, 17.6 and Article XXIII	No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our trademarks at any time upon written notice to you.
t.	Integration/merger clause	Article XXIII	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
u.	Dispute resolution by arbitration or mediation	Sections 25.1, 25.2, and 25.3	Claims that are not resolved internally may be submitted to non-binding mediation and then binding arbitration in Los Angeles, California, excluding claims related to injunctive relief, anti-trust, the trademarks, possession of the Franchised Business premises and post-termination obligations. This provision is subject to state law.
v.	Choice of forum	Section 20.5	California, subject to applicable state law.
w.	Choice of law	Section 20.5	California law applies, subject to applicable state law.

ITEM 18:
PUBLIC FIGURES

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

ITEM 19:
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Marton Medina, 1900 Royal Oaks Drive, Duarte, CA 91010, (626) 244-8420, the Federal Trade Commission, and the appropriate state regulatory agencies.

[Remainder of Page Intentionally Left Blank]

ITEM 20:
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**Systemwide Outlet Summary
For Years 2022 to 2024**

Column 1 Outlet Type*	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	0	0

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For Years 2022 to 2024**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
None	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

[Remainder of Page Intentionally Left Blank]

Table No. 3

**Status of Franchised Outlets
For Years 2022 to 2024**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
None	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Table No. 4

**Status of Company-Owned Outlets*
For Years 2022 to 2024**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
Note	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

[Remainder of Page Intentionally Left Blank]

Table No. 5

Projected Openings as of December 31, 2024

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company Owned Outlets in the Next Fiscal Year
California	0	6	0
Total	0	6	0

Exhibit E lists the location of each Money CFO outlet in our System.

During our last fiscal year, no franchisee has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisee has signed confidentiality clauses during the last three years.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Our audited financial statements as of June 30, 2025, are included in Exhibit C.

Our fiscal year end is December 31.

Money CFO Inc. was formed on March 19, 2025. Because we have not been in business for 3 years, we are not able to include 3 prior years of audited financial statements normally required by this Item 21.

[Remainder of Page Intentionally Blank]

ITEM 22: CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included as exhibits to this disclosure document, as follows:

EXHIBIT B: Franchise Agreement

ATTACHMENT 1:	Territory
ATTACHMENT 2:	Disclosure of Principals
ATTACHMENT 3:	Personal Guaranty
ATTACHMENT 4:	Confidentiality and Non-Competition (owners/managers)
ATTACHMENT 5:	Example Forms: Confidentiality and Non-Competition (employees); Release; Bank Authorization

ITEM 23: RECEIPT

Exhibit H contains two copies of a Receipt of our Disclosure Document. You must sign, date and deliver one copy of the Receipt Page to us for our records.

EXHIBIT A

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Administrator	Agent for Service of Process
California	Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013 651 Bannon Street, Suite 300 Sacramento, CA 95811 1-866-275-2677 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov
Connecticut	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
Indiana	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204
Kentucky	Kentucky Attorney General	Kentucky Attorney General

	700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300	700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Department of Attorney General Consumer Protection Division – Franchise Unit 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913 (517) 373-7117	Department of Attorney General 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913
Minnesota	Minnesota Commissioner of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
Nebraska	Nebraska Department of Banking and Finance 1200 N Street-Suite 311 Post Office Box 95006 Lincoln, Nebraska 68509 (402) 471-3445	Nebraska Department of Banking and Finance 1200 N Street-Suite 311 Post Office Box 95006 Lincoln, Nebraska 68509 (402) 471-3445
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21 st Floor New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588
South Dakota	Division of Insurance Securities Regulation	Division of Insurance Securities Regulation

	124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	124 South Euclid, Suite 104 Pierre, SD 57501
Texas	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769
Utah	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601
Virginia	State Corporation Commission Division of Securities and Retail Franchising, 9 th Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Securities Division, Department of Financial Institutions PO Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703 (608) 266-8557	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT



Summary Page

- 1. Franchisee:**
- 2. Initial Franchise Fee:**
- 3. Territory Name:**
- 4. Principal Executive:**
- 5. Franchisee's Address:**
- 6. Outlet #:**

TABLE OF CONTENTS

Article I. Grant.....	3
Article II. Term and Renewal.	4
Article III. Duties of Franchisor.	5
Article IV. Fees.....	6
Article V. Opening of Franchised Business.	9
Article VI. Training.	9
Article VII. Duties of Franchisee.....	10
Article VIII. Proprietary Marks and Technology.	12
Article IX. Operating Manual.	16
Article X. Confidential Information.....	17
Article XI. Accounting and Records.	18
Article XII. Advertising and Promotion.	19
Article XIII. Insurance.	20
Article XIV. Transfer of Interest.....	21
Article XV. Default and Termination.	24
Article XVI. Obligations Upon Termination or Expiration.	26
Article XVII. Covenants.....	27
Article XVIII. Corporate, Partnership or Limited Liability Company Franchisee.....	29
Article XIX. Taxes, Permits, and Indebtedness.	30
Article XX. Independent Contractor and Indemnification.....	31
Article XXI. Approvals and Waivers.....	32
Article XXII. Notices.	32
Article XXIII. Entire Agreement.....	32
Article XXIV. Severability and Construction.	33
Article XXV. Applicable Law and Dispute Resolution.	33
Article XXVI. Franchisee's Acknowledgements and Representations.....	35

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is entered into and effective as of the date of full execution by both parties (the "Effective Date"), by and between MONEY CFO, INC. d/b/a MONEY CFO ("Franchisor", "we" or "us") and the corporate entity and all Principals identified on the signature page, in their personal capacity ("Franchisee", "you" or "your").

RECITALS

Franchisor has expended time, skill, effort, and money to develop, and continues to develop, a distinctive system for the establishment, operation, and promotion of MONEY CFO businesses (the "System") to offer strategic tax reduction planning, tax preparation, accounting, bookkeeping, payroll management, accounts payable & receivable management, compliance filings, and Chief Financial Officer ("CFO") advisory services to business clients and tax, accounting, budgeting and personal CFO advisory services to individual clients (the "Products and Services"), all of which may be changed, improved and further developed by Franchisor from time to time.

The System utilizes distinguishing characteristics, including, without limitation, our market positioning and differentiation, productization strategy, outsourced services, operation methods, customer service methods and standards, advertising and marketing specifications, and other standards, specifications, techniques, and procedures that we designate for developing, operating, and managing Money CFO outlets; all of which may be changed, improved and further developed by Franchisor from time to time;

The System is identified by certain trade names, service marks, trademarks, trade dress, logos, emblems, and indicia of origin, including, but not limited to, the name "MONEY CFO" as are now designated and may in the future be designated by Franchisor in writing for use in connection with the System (the "Proprietary Marks");

Franchisee desires to use Franchisor's System and Proprietary Marks to operate a MONEY CFO business ("Franchised Business"), and wishes to execute this Agreement with Franchisor for that purpose, and to receive the training and other assistance provided by Franchisor in connection with the operation of its Franchised Business; and

Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearances, and service and the necessity of operating the business franchised under this Agreement in conformity with Franchisor's standards and specifications, and commits to delivering an outstanding customer experience.

For mutual promises expressed in this Agreement, along with other valuable consideration, the receipt of which is acknowledged, Franchisor and Franchisee (collectively "the Parties") will be bound as follows:

ARTICLE I. GRANT.

- 1.1. Grant of Franchise.** Franchisor grants to Franchisee the right and Franchisee undertakes the obligation, upon the express terms and conditions set forth in this Agreement, to establish and operate a MONEY CFO business under the Proprietary Marks and System (the "Franchised Business"), and to use the Proprietary Marks and the System, as they may be changed and improved from time to time at Franchisor's sole judgment, solely in connection with the operation of the Franchised Business during the term of this Agreement.
- 1.2. Territory Description.** Franchisee will establish and operate the Franchised Business solely within the geographic boundaries identified in Exhibit A (the "Operating Territory"). Franchisee will not relocate the Franchised Business without the prior written approval of Franchisor. Franchisor will have the right, in its sole discretion, to withhold approval of any relocation.

1.3. Scope of Territory Rights. Except as otherwise provided in this Agreement, during the term of this Agreement Franchisor will not establish or operate, nor license any other person to establish or operate, a MONEY CFO business under the System and the Proprietary Marks at any location within Franchisee's Operating Territory. However, Franchisor and its affiliates retain the rights, among others, on any terms and conditions Franchisor deems advisable, and without granting Franchisee any rights therein:

- (a) use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept consumers within your Operating Territory using our principal trademarks (or another trademark) without any compensation;
- (b) to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one Operating Territory, yet work in another, and other cross-territorial situations;
- (c) to establish and operate, and grant rights to others to establish and operate a MONEY CFO business under our System and Proprietary Marks at any location outside of the Operating Territory and on any terms and conditions we deem appropriate;
- (d) to own, develop, acquire, be acquired by, merge with, or otherwise engage in any transaction with another businesses (competitive or not), which may offer products and services like your Franchised Business and may have one or more competing outlets within your Operating Territory, however, we will not convert any acquired business in your Operating Territory to a franchise using the Proprietary Marks during the Term of your Franchise Agreement;
- (e) to operate or franchise a business under a different trademark which such business sells or will sell goods or services like those you will offer, anywhere, except within your Operating Territory;
- (f) to negotiate purchase agreements with vendors and suppliers which we reasonably believe are for the benefit of our franchisees; and,
- (g) to engage in any other business activities not expressly prohibited by the Franchise Agreement, anywhere.

1.4. Supplementing the System. Franchisee acknowledges that the System may be supplemented, improved, and otherwise modified from time to time by Franchisor; and Franchisee agrees to comply with all reasonable requirements of Franchisor in that regard, including, without limitation, offering and selling new or different products or services as specified by Franchisor.

1.5. Additional Franchises. This Agreement does not convey any option, right of first refusal, or similar right to acquire additional franchises. However, Franchisee may ask Franchisor at any time to purchase additional franchises. When evaluating Franchisee's ability to purchase additional franchises Franchisor will consider factors such as Franchisee's financial history, performance, and adherence to the terms of the Franchise Agreement.

ARTICLE II. TERM AND RENEWAL.

2.1. Term. This Agreement will commence on the Effective Date and will last for a term of ten (10) years (the "Initial Term").

2.2. Renewal. Franchisee may renew the rights granted under this Agreement for an additional term of ten (10) years (the "Successor Term"), subject to the following conditions:

- (a) Franchisee will give Franchisor written notice of Franchisee's election to renew not less than three (3) months nor more than twelve (12) months prior to the end of the term;
- (b) Franchisee and all of its affiliates will not be in default of any material provision of this Agreement;
- (c) Franchisee and all of its affiliates will have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates under this Agreement, and will have timely met those obligations throughout the term of this Agreement;
- (d) Franchisee will, at Franchisor's option, execute Franchisor's then-current form of franchise agreement (but only for such renewal terms as are provided by this Agreement), which will supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, except that: (i) the Royalty Fee will not increase, (ii) the size of the Operating Territory will not decrease, and (iii) Franchisee will not be required to pay any initial franchise fee (but will be required to pay the renewal fee set forth in Section 2.2(g));
- (e) Franchisee will execute, and will cause each of its affiliates to execute, a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, agents, and employees;
- (f) Franchisee will comply with Franchisor's then-current qualification and training requirements and complete any required refurbishments or replacements; and
- (g) Franchisee will pay Franchisor a renewal fee equal to the greater of \$10,000 or twenty percent (20%) of Franchisor's then-current initial franchise fee.

ARTICLE III. DUTIES OF FRANCHISOR.

- 3.1. Standards for Site Selection.** Franchisor will make available, at no charge to Franchisee, (a) the standards for site selection for a commercial office location, and (b) specifications for and a list of designated and approved suppliers for the procurement of all equipment, fixtures, furnishings, signage, supplies and products that will be required to open the Franchised Business
- 3.2. Training.** Franchisor will provide training as set forth in Article VI of this Agreement.
- 3.3. Opening Assistance.** Franchisor will provide pre-opening and opening assistance as Franchisor, in its reasonable business judgment, deems appropriate.
- 3.4. Additional Assistance.** Franchisor will provide individualized assistance and coaching to Franchisee's Principal Executive on the proper implementation of the System and operation of the Franchised Business within reasonable limits by telephone, email, and/or video conferencing, subject at all times to availability of our personnel and in reasonable limits. Upon Franchisee's request, or Franchisor reasonably determines to be appropriate, Franchisor will provide remedial on-site training and assistance. For any on-site remedial training, Franchisee must reimburse all costs for the services of Franchisor's trainer, including but not limited to the trainer's then-current per diem fee and all travel-related expenses, such as transportation, meals and lodging.
- 3.5. Advertising and Promotional Materials.** Franchisor will make available to Franchisee advertising and promotional materials as provided in Article XII and will administer the Digital Marketing Fee as provided in Article IV.
- 3.6. Confidential Operating Manual.** Franchisor will provide Franchisee, on loan, one copy of Franchisor's Confidential Operating Manual (the "Operations Manual"), as more fully described in Article IX.

- 3.7. Accounting Standards.** Franchisor will provide Franchisee with bookkeeping and accounting procedures that must be applied and followed in the operation of the Franchised Business.
- 3.8. Pricing.** Franchisor will provide Franchisee with recommended minimum and maximum prices for products and services; however, Franchisee will set its own prices.
- 3.9. Outsourced Services.** Franchisor or its affiliate will take commercially reasonable efforts to offer and provide certain Client Fulfillment Services and Sales Call Services (collectively, the "Outsourced Services") in exchange for the fees set forth in Article IV; all of which may be changed, improved and further developed by Franchisor from time to time. Franchisor and its affiliate cannot and do not guarantee or warrant any results. However, Franchisor will perform the Outsourced Services in a competent and professional manner in accordance with industry practices. Additionally, Franchisor will take commercially reasonable efforts to assign only individuals with the knowledge and experience to efficiently and effectively deliver the Outsourced Services.
- 3.10. Inspections.** Franchisor will have the right, as it deems advisable in its sole discretion, to conduct inspections of Franchisee's operation of the Franchised Business.
- 3.11. Performance by Designee.** Franchisee acknowledges and agrees that any duty or obligation imposed on Franchisor by this Agreement may be performed by any affiliate, designee, employee, or agent of Franchisor, as Franchisor may direct.

ARTICLE IV. FEES.

- 4.1. Initial Franchise Fee.** Franchisee will pay to Franchisor, on execution of this Agreement, an initial franchise fee of \$_____ (the "Initial Franchise Fee"). The entire Initial Franchise Fee is fully earned and non-refundable in consideration of administrative and other expenses incurred by Franchisor in granting this franchise and for Franchisor's lost or deferred opportunity to enter into this Agreement with others.
- 4.2. Royalty Fees.** Franchisee will pay to Franchisor a continuing royalty fee in an amount equal to ten percent (10%) of Gross Revenue (the "Royalty Fee") for each month during the term of this Agreement, which will be paid to Franchisor by the fifth (5th) day of each month based on the Gross Revenue from the preceding month, subject to a minimum royalty fee amount that must be paid to Franchisor (the "Minimum Annual Royalty Fee") on a yearly basis as follows:

Operating Year	Minimum Annual Royalty Fee
Year 1	\$5,000
Year 2	\$7,500
Year 3 and beyond	\$10,000

At the end of each twelve-month period following the date the Franchised Business first opens for business (the 'Opening Date'), the total Royalty Fees actually paid by the Franchisee during such period shall be compared to the applicable Minimum Annual Royalty Fee for that year. If the total Royalty Fees paid are less than the required minimum, the Franchisee shall pay the difference to Franchisor within fifteen (15) days following the end of such twelve-month period. Each successive twelve-month period measured from the Opening Date shall be subject to the Minimum Annual Royalty Fee set forth in the schedule above, and all payments shall follow the schedule specified in this Section.

- 4.3. Gross Revenue.** The term "Gross Revenue" means all revenues and income from any source derived or received by you from, by or on account of the operation of the Franchised Business or made pursuant to the rights granted under the Franchise Agreement. Gross Revenue is determined based on the total amount of money paid by your customers, without deduction for your costs or expenses; however, Gross Revenue does not include (i) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (ii) property documented refunds to customers, or (iii) properly documented promotional discounts.
- 4.4. Digital Marketing Fee.** Franchisee will pay Franchisor a continuing monthly fee ("Digital Marketing Fee") for website management, reputation management, content creation, personal CFO email campaigns, and business CFO email campaigns, which will all be provided by Franchisor, an affiliate, or third-party designee, at the levels Franchisor determines in its sole judgment. As of the Effective Date, the Digital Marketing Fee is \$700 per month. The Digital Marketing Fee is subject to increase during the Initial Term up to a maximum of ten percent (10%) per year.
- 4.5. Advertising Expenditures.** Franchisee will make monthly expenditures and contributions for advertising and promotion as specified in Article XII.
- 4.6. Technology Fee.** Franchisee will at all times utilize the designated technology and accounting platforms set forth in the Operations Manual, which may change from time to time. As of the Effective Date, Franchisee will pay the suppliers directly for the required technology services. However, Franchisor reserves the right to directly contract with third-party technology providers for a license to use their products and services and then collect a continuing monthly fee from you (the "Technology Fee"). Franchisor may establish and increase a Technology Fee, up to a maximum of Franchisor's actual costs incurred in paying third-party providers (calculated system-wide and on a pro-rata basis) plus a 10% administrative fee.
- 4.7. Communication Fee.** Franchisee will at all times utilize the email address and telephone routing designated by Franchisor to operate the Franchised Business and communicate with Franchisor and all clientele. The email addresses and telephone numbers will belong to Franchisor but will be utilized by Franchisee in the operation of its Franchised Business during the Initial Term and any successor terms of this Agreement. Franchisee will pay a recurrently monthly fee for these communication services (the "Communication Fee"). As of the Effective Date, the Communication Fee is \$63 per month. The Communication Fee is subject to increase up to a maximum fee equal to the actual amounts charged to Franchisor by third party providers plus a 10% administrative fee, upon thirty (30) days advance notice.
- 4.8. Client Fulfillment Services Fee.** Franchisee may elect to use the Client Fulfillment Services offered by Franchisor or its affiliate(s). Franchisor (or its affiliate) will publish a price list for the then-current services offered. Each service offered will include a recommended fee for Franchisee to charge clientele (the "Recommended Fee"). Franchisee will pay Franchisor a monthly fee equal to twenty-five percent (25%) of the monthly Recommended Fee amount for all Client Fulfillment Services provided. This fee is due monthly at the same time the client pays pursuant to its engagement.
- 4.9. Sales Call Services Fee.** Franchisee may elect to use the Sales Call Services offered by Franchisor or its affiliate(s) to help Franchisee solicit new clients and/or convert existing clientele into monthly recurring revenue clients. As a commission for successful solicitations, Franchisee will pay Franchisor (or its designated affiliate) a fee equal to (i) 15% of the first year's annual Recommended Fee for conversion of an existing client, and (ii) 20% of the first year's annual Recommended Fee for a new client. This fee is due in full upon the client engagement.

- 4.10. Annual Conference Fee.** Franchisor has the right but not the obligation to host an annual conference for its franchisees and require Franchisor to pay a fee ("Conference Fee") to attend the conference. The Conference Fee will be established annually subject to a maximum of \$2,000 per person. Franchisee will also be required to pay all travel, lodging, food, and other expenses for each of its attendees. Franchisor may also impose the Annual Conference Fee if Franchisee fails to attend a mandatory annual conference.
- 4.11. Additional Training Fee.** If Franchisee requests or Franchisor requires additional training, then Franchisee must pay a fee of \$250 per day (the "Additional Training Fee"), and if applicable, Franchisor's expenses related to travel and accommodations.
- 4.12. Reimbursement of Third-Party Fees.** Generally, Franchisee is required to pay all third party's vendors and suppliers directly. However, if Franchisor incurs third party charges on Franchisee's behalf, because Franchisee fails to make such payments, then Franchisee will reimburse Franchisor for any such charges plus a ten percent (10%) administrative fee.
- 4.13. Bank Account.** Franchisee will deposit all revenues from operation of the Franchised Business into one bank account ("Franchisee's Bank Account") within two (2) days of receipt, including cash, checks, credit card receipts or the value of other forms of payment. Franchisee will furnish to Franchisor, upon Franchisor's request, such bank and account number, a voided check from such bank account, and written authorization for Franchisor to withdraw funds from such bank account via electronic funds transfer without further consent or authorization for all payments payable by Franchisee to Franchisor under this Agreement. Franchisee will execute any and all documents as may be necessary to effectuate and maintain the electronic funds transfer arrangement, as reasonably required by Franchisor. Franchisee will pay all costs associated with any such transfer. In the event Franchisee changes banks or accounts for the bank account required by this Section 4.13, Franchisee will, prior to such change, provide such information concerning the new account and an authorization to make withdrawals therefrom. Franchisee's failure to provide such information concerning the bank account required by this Section 4.13 or any new account, or Franchisee's withdrawal of consent to withdrawals for whatever reason and by whatever method, will be a breach of this Agreement.
- 4.14. Payments.** All payments to Franchisor required by Article IV and Article XII of this Agreement will be made as follows:
- (a) Timing. All such payments will be paid by the fifth (5th) day of each month (the "Due Date"), unless otherwise specified in this Article IV or by Franchisor in writing.
 - (b) Method. All such payments will be made by direct deposit or electronic funds transfer from Franchisee's Bank Account on or before the Due Date. If any electronic funds transfer from Franchisee's Bank Account is denied for insufficient funds, then Franchisee will pay to Franchisor an "insufficient funds fee" of \$75.00 per occurrence.
 - (c) Reporting. All such payments will be accompanied by Gross Revenue reports as Franchisor requires under Section 11.2 of this Agreement. If no Gross Revenue report is provided or otherwise accessible to Franchisor, then Franchisor will initiate an electronic funds transfer equal to one hundred twenty five percent (125%) of the previous month's Gross Revenue reported.
 - (d) Consequence of Late Payment. Any payment or Gross Revenue report not actually received by Franchisor on or before the Due Date will be deemed overdue. If any payment or Gross Revenue report is overdue, Franchisee will pay Franchisor immediately upon demand, in addition to the overdue amount, a "late charge" of \$100.00 per occurrence. Additionally, Franchisee will pay an "interest charge" of one and one-half percent (1.5%) per month on the

overdue amount, or the maximum rate permitted by applicable law. Entitlement to such late charges will be in addition to any other remedies Franchisor may have, including, but not limited to suspension of Franchisor's ongoing support or termination of this Agreement.

- (e) Direction to Pay. Franchisor reserves the right to require Franchisee to make any or all payments under this Agreement to an affiliate of Franchisor.
- (f) No Set Off Right. Franchisee will not be entitled to set off any payments required to be made under this Article IV or Article XII against any monetary claim it may have or allege against Franchisor.

ARTICLE V. OPENING OF FRANCHISED BUSINESS.

- 5.1. Site Selection.** Franchisee may initially operate the Franchised Business out of a personal residence or from a commercial office location, subject to Franchisor's standards and specifications and applicable state and local laws, rules, and ordinances. Franchisor will provide its standards for site selection and design specifications in its Operations Manual. The site must be within the Operating Territory and is subject to Franchisor's approval. Franchisor will not unreasonably withhold its approval and will approve or disapprove of a location within fourteen (14) days of submission.
- 5.2. Permits.** Franchisee will be responsible, at Franchisee's expense, for complying with any laws, ordinances, and regulations (including but not limited to environmental, privacy, data protection, and professional licensing requirements), and for obtaining and maintaining all licenses, permits, and clearances, which may be required by federal, state or local laws, ordinances, or regulations, or which may be necessary or advisable for the operation of the Franchised Business.
- 5.3. Opening Deadline.** Franchisee will obtain Franchisor's written approval prior to first opening the Franchised Business, which approval will not be unreasonably delayed or withheld. Franchisee will take commercially reasonable efforts to begin operations within sixty (60) days of the Effective Date. If Franchisee is unable to open despite its efforts, then more time will be given upon written request. However, Franchisee must commence operation of the Franchised Business not later than one hundred eighty (180) days after the Effective Date. The parties agree that time is of the essence in the opening of the Franchised Business.

ARTICLE VI. TRAINING.

- 6.1. Initial Training Program.** Prior to the opening of the Franchised Business, Franchisee (if an individual) and all of its owners (if a business entity) must attend and complete to Franchisor's reasonable satisfaction the initial training program offered by Franchisor.
- 6.2. Additional Training.** Franchisor may offer from time to time, in its discretion, mandatory or optional additional training programs. If Franchisor requires it, Franchisee (if an individual) and all of its owners (if a business entity) must attend mandatory additional training offered by us for up to one (1) week each year at a location we designate and attend an annual business meeting or franchisee conference for up to one (1) week each year at a location we designate.
- 6.3. Training Expenses.** All training programs required by Section 6.1 and 6.2 will be at such times and places as may be designated by Franchisor, and also may be conducted via Internet, intranet, conference call, or such other means as Franchisor determines in its sole reasonable business judgment. For all training courses, seminars and programs, Franchisee will be responsible for any and all expenses incurred by Franchisee and its employees in connection with attendance, including, without limitation, the costs of transportation, lodging, meals, and wages. Franchisor will provide, at no charge to Franchisee, the instructors, training materials, and technical training tools for up to

two (2) individuals to attend the Initial Training Program prior to opening of the Franchised Business. Additional training is subject to the Additional Training Fee.

ARTICLE VII. DUTIES OF FRANCHISEE.

- 7.1. Operating Standards.** Franchisee understands and acknowledges that every detail of the Franchised Business is important to Franchisee, Franchisor and other franchisees in order to develop and maintain high operating standards, to increase the demand for the products sold by all franchised businesses operating under the System, and to protect Franchisor's reputation and goodwill.
- 7.2. Adherence to Standards and Specifications.** To ensure that the highest degree of quality and service is maintained, Franchisee will operate the Franchised Business in strict conformity with such methods, standards, and specifications as Franchisor may from time to time prescribe in the Operations Manual or otherwise in writing. Additionally, Franchisee will:
- (a) use, in the operation of the Franchised Business, such standards, specifications, and procedures as prescribed by Franchisor; and
 - (b) sell or offer for sale only the Products and Services that have been expressly approved for sale in writing by Franchisor.
- 7.3. Fixtures, Furnishings, and Equipment.** Franchisee will purchase and install, at Franchisee's expense, all fixtures, furnishings, supplies, equipment (including, without limitation, décor, and signs as Franchisor may reasonably direct from time to time); and will refrain from installing or permitting to be installed, without Franchisor's prior written consent, any fixtures, furnishings, equipment, décor, signs or other items not previously approved by Franchisor.
- 7.4. Sources of Products.** All products sold or offered for sale at the Franchised Business, and other products, materials, supplies, paper goods, fixtures, furnishings and equipment used or sold at the Franchised Business, will meet Franchisor's then-current standards and specifications, as established in the Operations Manual or otherwise in writing. Franchisor reserves the right to require Franchisee to purchase any or all approved products, equipment, and merchandise solely from Franchisor or an affiliate of Franchisor, or from a designated supplier. If Franchisee desires to propose an alternative supplier, Franchisee must submit a request in writing to Franchisor. If Franchisor is not familiar with the product or service, then Franchisor may require Franchisee to provide a sample of the supplier's products or services at Franchisee's own expense. Franchisor will review the products or services within fifteen (15) days of Franchisor's receipt and determine whether to consider adding the supplier to the list of approved suppliers. After the review, Franchisor will notify Franchisee if the alternative supplier is approved or disapproved in writing. Franchisor reserves the right to approve or revoke approval of any supplier. If Franchisor revokes approval for a supplier, then Franchisor will provide written notice to Franchisee.
- 7.5. Initial Inventory.** At the time the Franchised Business opens for the first time, Franchisee will stock the initial inventory of products and supplies prescribed by Franchisor in the Operations Manual or otherwise in writing. Thereafter, Franchisee will stock and maintain all types of approved products in quantities sufficient to meet reasonably anticipated customer demand.
- 7.6. Management.** The Franchised Business will at all times be under the direct supervision of the Principal Executive identified on the Summary Page of this Agreement, who must at all times be a Certified Public Accountant (CPA) in good standing and licensed in accordance with applicable laws and regulations, unless a designated manager ("Business Manager") is approved in writing by Franchisor. If Franchisee achieves an average monthly Gross Revenue of at least Twelve Thousand Dollars (\$12,000) per month over two (2) consecutive fiscal quarters, Franchisee may submit a

written request to Franchisor for approval to designate a Business Manager other than Franchisee. Such request must identify the proposed Business Manager and include information sufficient for Franchisor to evaluate the individual's qualifications. The Business Manager must be a Certified Public Accountant (CPA) in good standing and licensed in accordance with applicable laws and regulations. Franchisor shall respond to any complete request within fifteen (15) business days of receipt. Approval shall not be unreasonably withheld, conditioned, or delayed, provided the proposed individual satisfies Franchisor's then-current requirements for managerial personnel. Upon Franchisor's written approval, the designated individual may act as the Business Manager, subject to continued compliance with this Agreement and Franchisor's standards. Additionally, Franchisee will take such steps as are necessary to ensure that its employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; wear uniforms of the color, design, and other specifications that Franchisor requires; present a neat and clean appearance during all hours of operation; and meet such additional minimum standards as Franchisor may establish from time to time in the Operations Manual. Franchisee and its employees will handle all customer complaints, refunds, returns, and other adjustments in a manner that will not detract from the name and goodwill of Franchisor. Franchisee will take such steps as are necessary to ensure that its employees do not violate Franchisor's policies relating to the use of Networking Media Sites (as defined in Section 8.8 below), including, but not limited to, prohibiting employees from posting any information relating to Franchisor, the System, the Proprietary Marks, or the Franchised Business on any Networking Media Site that is inconsistent with such policies. Franchisee will be solely responsible for all employment decisions and functions of the Franchised Business, including, without limitation, those related to hiring, firing, training, wage and hour requirements, record-keeping, supervision, and discipline of employees.

- 7.7. **Inspections.** Franchisee will permit Franchisor and its agents to conduct inspections of its business operations upon reasonable notice and during normal business hours; will cooperate with representatives of Franchisor in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, will take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor will have the right, but not the obligation, to correct any deficiencies which may be susceptible to correction by Franchisor and to charge Franchisee a reasonable fee for Franchisor's expenses in so acting, payable to Franchisor upon demand. The foregoing will be in addition to such other remedies Franchisor may have.
- 7.8. **Advertising Materials.** Franchisee will ensure that all advertising and promotional materials, signs, decorations and other items specified by Franchisor bear the Proprietary Marks in the form, color, location, and manner prescribed by Franchisor.
- 7.9. **Maintenance of Premises.** Franchisee shall maintain the Franchised Business premises (including the adjacent public areas) in a clean, orderly condition and in excellent repair; and, in connection therewith, Franchisee shall, at its expense, make such additions, alterations, repairs and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment and décor as Franchisor may reasonably direct.
- 7.10. **Refurbishment.** At Franchisor's request, but no more than once every five (5) years, unless sooner required by Franchisee's lease, Franchisee shall refurbish the Franchised Business premises, at its expense, to conform to the building design, trade dress, color schemes and presentation of the Proprietary Marks in a manner consistent with the then-current image for new MONEY CFO

franchised businesses. Such refurbishment may include, without limitation, structural changes, remodeling, redecoration and modifications to existing improvements.

- 7.11. Changes to the System.** Franchisee will not implement any change, amendment or improvement to the System without the express prior written consent of Franchisor. Franchisee will notify Franchisor in writing of any change, amendment or improvement in the System which Franchisee proposes to make, and will provide to Franchisor such information as Franchisor requests regarding the proposed change, amendment or improvement. Franchisee understands and acknowledges that Franchisor will have the right to incorporate the proposed change, amendment or improvement into the System and will thereupon obtain all right, title and interest therein without compensation to Franchisee.
- 7.12. Health and Safety Standards.** Franchisee will meet and maintain the highest health and safety standards and ratings applicable to the operation of the Franchised Business. Franchisee will furnish to Franchisor within forty-eight (48) hours after receipt thereof, a copy of any violation or citation which claims Franchisee's failure to maintain federal, state or local health or safety standards in the operation of the Franchised Business.

ARTICLE VIII. PROPRIETARY MARKS AND TECHNOLOGY.

- 8.1. Franchisee's Use of the Proprietary Marks.** With respect to Franchisee's use of the Proprietary Marks, Franchisee agrees that:
- (a) Franchisee will use only the Proprietary Marks designated by Franchisor, and will use them only in the manner authorized and permitted by Franchisor;
 - (b) Franchisee will use the Proprietary Marks only for the operation of the Franchised Business and only within the Operating Territory, or in advertising for the Franchised Business conducted at or from the Operating Territory;
 - (c) Unless otherwise authorized or required by Franchisor, Franchisee will operate and advertise the Franchised Business only under the name "MONEY CFO" and will use all Proprietary Marks without prefix or suffix, except that Franchisee may use their name, or their Principal Executive's name, in combination with the Proprietary Marks as specifically authorized in writing by Franchisor (e.g., "Money CFO, John Doe CPA"). Franchisee will not use the Proprietary Marks as part of its corporate or other legal name;
 - (d) During the term of this Agreement and any renewal or extension of this Agreement, Franchisee will utilize its corporate legal name and identify itself as "an independently owned and operated MONEY CFO franchised business" in conjunction with any use of the Proprietary Marks, including, but not limited to, on invoices, order forms, receipts, business stationery, and contracts with all third parties or entities, as well as the display of such notices in such content and form and at such conspicuous locations as Franchisor may designate in writing;
 - (e) Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use of the Proprietary Marks will constitute an infringement of Franchisor's rights and will entitle Franchisor to exercise all of its rights under this Agreement in addition to all rights available at law or in equity;
 - (f) Franchisee will not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor;
 - (g) Franchisee will execute any documents deemed necessary by Franchisor to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability;

- (h) Franchisee will promptly notify Franchisor of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to Franchisor's ownership of, Franchisor's right to use and to license others to use, or Franchisee's right to use, the Proprietary Marks. Franchisee acknowledges that Franchisor has the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. Franchisor has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. Franchisor will defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Proprietary Marks. If Franchisor, in its sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by Franchisor. If Franchisor, in its sole discretion, determines that Franchisee has not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by Franchisee. In the event of any litigation relating to Franchisee's use of the Proprietary Marks, Franchisee will execute any and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for its out-of-pocket costs in doing such acts; and
- (i) Franchisee will not attempt to register or otherwise obtain any interest in any Internet domain name or URL containing any of the Proprietary Marks or any other word, name, symbol or device which is likely to cause confusion with any of the Proprietary Marks.

8.2. Acknowledgements. Franchisee expressly understands and acknowledges that:

- (a) The Franchise Owner is the owner of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and Franchisor has the right to use, and license others to use, the Proprietary Marks;
- (b) The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;
- (c) During the term of this Agreement and after its expiration or termination, Franchisee will not directly or indirectly contest the validity of Franchisor's ownership of, or Franchisor's right to use and to license others to use, the Proprietary Marks;
- (d) Franchisee's use of the Proprietary Marks does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks;
- (e) Any and all goodwill arising from Franchisee's use of the Proprietary Marks will inure solely and exclusively to the benefit of Franchisor, and upon expiration or termination of this Agreement and the license granted herein, no monetary amount will be assigned to Franchisee or any of its principals, affiliates, subsidiaries, successors, licensees or assigns as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks;
- (f) Except as specified in Section 1.3, the license of the Proprietary Marks granted under this Agreement to Franchisee is nonexclusive, and Franchisor and its affiliates thus have and retain the rights, among others: (a) to use the Proprietary Marks itself in connection with selling products and services; (b) to grant other licenses for the Proprietary Marks; and (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses thereto without providing any rights therein to Franchisee; and

- (g) Franchisor reserves the right, in Franchisor's sole discretion, to modify, add to, or discontinue use of the Proprietary Marks, or to substitute different proprietary marks, for use in identifying the System and the businesses operating thereunder. Franchisee agrees promptly to comply with such changes, revisions and/or substitutions, and to bear all the costs of modifying Franchisee's signs, advertising materials, interior graphics and any other items which bear the Proprietary Marks to conform therewith.

8.3. Computer System and Required Software.

- (a) Franchisor will have the right to issue standards and specifications or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by Franchisee, including without limitation: (a) back office and point of sale systems for use at the Franchised Business; (b) printers and other peripheral hardware or devices; (c) archival back-up systems; (d) Internet access mode and speed; and (e) physical, electronic, cybersecurity, and other security systems (collectively, the "Computer System").
- (b) Franchisor will have the right, but not the obligation, to develop or have developed for it, or to designate: (a) computer software programs and/or software as a service platforms that Franchisee must use in connection with the Computer System (the "Required Software"); (b) updates, supplements, modifications, or enhancements to the Required Software; (c) the tangible media upon which Franchisee will record data; and (d) the database file structure of the Computer System.
- (c) At Franchisor's request, Franchisee will purchase or lease, and thereafter maintain, the Computer System and, if applicable, the Required Software. Franchisor will have the right at any time to remotely retrieve and use such data and information from Franchisee's Computer System or Required Software that Franchisor deems necessary or desirable. Franchisee expressly agrees to strictly comply with Franchisor's standards and specifications for all items associated with Franchisee's Computer System and any Required Software in accordance with Franchisor's standards and specifications. Franchisee agrees to keep the Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to the Computer System or Required Software as Franchisor directs from time to time in writing. Franchisee understands and acknowledges that its compliance with this Section 8.3 will be at Franchisee's sole cost and expense, except for the Core Technology Services provided by Franchisor in exchange for payment of the Technology Fee.

8.4. Data. All data provided by Franchisee, uploaded to Franchisor's system from Franchisee's system, downloaded from Franchisee's system to Franchisor's system, and/or obtained electronically or otherwise from Franchisee by Franchisor, is and will be owned exclusively by Franchisor, and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with the System, or in connection with Franchisee's operation of the Franchised Business (including but not limited to consumer and transaction data), is and will be owned exclusively by Franchisor during the term of, and following termination or expiration of, this Agreement. Copies and/or originals of such data must be provided to Franchisor upon Franchisor's request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the establishment and operation of the Franchised Business pursuant to this Agreement.

8.5. Privacy. Subject to applicable law, Franchisor may, from time-to-time, specify in the Operations Manual (or otherwise in writing) the information that Franchisee will collect and maintain on the Computer System installed at the Franchised Business, and Franchisee will provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained. All

data pertaining to or derived from the Franchised Business (including, without limitation, data pertaining to or otherwise about customers) is and will be the exclusive property of Franchisor, and Franchisor hereby grants a royalty-free nonexclusive license to Franchisee to use said data during the term of this Agreement. Franchisee will abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information. Franchisee will not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.

- 8.6. Extranet.** Franchisor may, but is not obligated to, establish an Extranet. The term "Extranet" means a private network based upon Internet protocols that will allow users inside and outside of Franchisor's headquarters to access certain parts of Franchisor's computer network via the Internet. If Franchisor does establish an Extranet, then Franchisee will comply with Franchisor's requirements (as set forth in the Operations Manual or otherwise in writing) with respect to connecting to the Extranet and utilizing the Extranet in connection with the operation of the Franchised Business. The Extranet may include, without limitation, the Operations Manual, training and other assistance materials, and management reporting solutions (both upstream and downstream, as Franchisor may direct). Franchisee will purchase and maintain such computer software and hardware (including, but not limited to, telecommunications capacity) as may be required to connect to and utilize the Extranet. Franchisor will have the right to require Franchisee to install a video, voice and data system that is accessible by both Franchisor and Franchisee on a secure Internet website, in real-time, all in accordance with Franchisor's then-current written standards as set forth in the Operations Manual or otherwise in writing. Franchisee will comply with Franchisor's requirements (as set forth in the Operations Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between Franchisee's Computer System and Franchisor's Extranet and/or such other computer systems as Franchisor may reasonably require.
- 8.7. Online Presence.** Franchisee will not establish any Website separate from Franchisor's principal Website (currently, <https://www.money-cfo.com/>) ("Franchisor's Website") to promote the Franchised Business, offer accounting, bookkeeping or CFO services, or otherwise display the Proprietary Marks. The term "Website" includes any interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet or World Wide Web. Likewise, Franchisee will not establish any Social Media Account separate from those established and designated for use by Franchisor to promote the Franchised Business, offer personal and business tax and accounting services, or otherwise display the Proprietary Marks. The term "Social Media Account" includes any account, page, or other presence on a social or business networking media site, including, but not limited to: Facebook, Instagram, FourSquare, LinkedIn, Pinterest, Snapchat, Telegram, TikTok, Twitch, X (formerly Twitter), personal blogs, virtual worlds, audio and video-sharing sites, and other similar social networking or media sites or tools presently existing or developed in the future. The following provisions apply to Franchisee's use of any Website or Social Media Account by Franchisee:
- (a) Franchisee specifically acknowledges, understands and agrees that any Website or Social Media Account owned, established, or maintained by or for the benefit of the Franchised Business will be deemed "advertising" under this Agreement and will be subject to, among other things, Franchisor's prior review and approval;
 - (b) Franchisee acknowledges, understands and agrees that it does not have any permission, authorization or right to utilize any of the Proprietary Marks in connection with supporting, endorsing, promoting or otherwise advocating, advertising or marketing in favor of or against any political party or candidate or cause or position at any time; and

- (c) Neither Franchisee or any of Franchisee's workers will make any posting or other contribution to a Website or Social Media Account relating to Franchisor, the System, the Proprietary Marks, or the Franchised Business that (a) is derogatory, disparaging, or critical of Franchisor, (b) is offensive, inflammatory, or indecent, (c) harms the goodwill and public image of the System and/or the Proprietary Marks, or (d) violates Franchisor's policies relating to the use of Networking Media Sites.

- 8.8. Online Use of Proprietary Marks and E-Mail Solicitations.** Franchisee will not use the Proprietary Marks or any abbreviation or other name associated with Franchisor and/or the System as part of any e-mail address, domain name, and/or other identification of Franchisee in any electronic medium. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Franchisor's written consent as to: (a) the content of such e-mail advertisements or solicitations; and (b) Franchisee's plan for transmitting such advertisements. In addition to any other provision of this Agreement, Franchisee will be solely responsible for compliance with all laws pertaining to e-mails, including, but not limited to, the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003").
- 8.9. No Outsourcing Without Prior Written Approval.** Franchisee will not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of Franchisee's obligations without Franchisor's prior written approval. Franchisor's consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with Franchisor and Franchisee in a form that is provided by Franchisor. The provisions of this Section 8.9 are in addition to and not instead of any other provision of this Agreement.
- 8.10. Changes to Technology.** Franchisee and Franchisor understand, acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor will have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and Franchisee agrees that it will abide by those reasonable new standards established by Franchisor as if this Agreement were periodically revised by Franchisor for that purpose.

ARTICLE IX. OPERATING MANUAL.

- 9.1. Standards of Operation.** In order to protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the System, Franchisee will operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Operations Manual, which may exist in various parts, locations, and formats, and may include a combination of audio, video, written material, electronic media, website content, and/or software components. Franchisee will receive a copy of the Operations Manual on loan from Franchisor for the term of this Agreement upon completion by Franchisee of Franchisor's Initial Management Training Program to Franchisor's satisfaction.
- 9.2. Confidentiality.** Franchisee will treat the Operations Manual and any other materials created for or approved for use in the operation of the Franchised Business as Confidential Information, and will use all reasonable efforts to maintain such information as secret and confidential. Franchisee will not copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.

- 9.3. Exclusive Property.** The Operations Manual will remain the sole property of Franchisor and will be kept in a secure place on the Franchised Business premises.
- 9.4. Revisions to Manual.** Franchisor may from time to time revise the contents of the Operations Manual, and Franchisee expressly agrees to comply with each new or changed standard. Franchisee will ensure that the Operations Manual is kept current at all times. In the event of any dispute as to the contents of the Operations Manual, the terms of the master copy maintained by Franchisor at Franchisor's home office will be controlling.

ARTICLE X. CONFIDENTIAL INFORMATION.

- 10.1. Confidential Information.** The term "Confidential Information" is defined as all non-public sensitive or proprietary information, knowledge, know-how, techniques and material related to the System or the operation of the Franchised Business. The disclosure of Confidential Information may be oral or written in any form including tangible, intangible and electronic media regardless of whether it is marked as "proprietary" or "confidential". Confidential Information may be communicated to Franchisee or Franchisee may become apprised by virtue of Franchisee's operation of a MONEY CFO franchised business. Confidential Information also includes any notes, summaries or other derivative works made by Franchisee.
- 10.2. Examples.** Examples of Confidential Information include, but are not limited to: customer lists, employee data, end-user information, development plans, instructional materials, know-how, financial statements, methods, processes, protocols, plans, pricing metrics, product mix, programing code, research and development, sales and technical information, standards and specifications, strategic plans, supplier and vendor relationships, techniques, unpatented ideas, and our Operations Manual.
- 10.3. Use.** Franchisee will use Confidential Information solely in connection with the operation of the Franchised Business and will divulge Confidential Information only to such of its employees as must have access to it in order to operate the Franchised Business. Franchisee will not, directly or indirectly, during the term of this Agreement or thereafter, communicate, divulge, publish, or share Franchisor's Confidential Information with any third party, without Franchisor's prior written consent. Further, Franchisee will not, directly or indirectly, during the term of this Agreement or thereafter, use any of Franchisor's Confidential Information for its own benefit or for the benefit of any other person, partnership, association, limited liability company or corporation any of Franchisor's Confidential Information, without Franchisor's prior written consent.
- 10.4. Confidentiality Agreements.** Franchisee will be bound by the covenants in this Agreement, and will require all managers, and other such personnel having access to any of Franchisor's Confidential Information to execute certain non-competition covenants and covenants that they will maintain the confidentiality of information they receive in connection with their employment by Franchisee at the Franchised Business. Such covenants will be in the form attached hereto as Exhibit C (the "Brand Protection Agreement").
- 10.5. Irreparable Injury.** Franchisee acknowledges that any failure to comply with the requirements of this Article X will cause Franchisor irreparable injury, and Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Article X, or such other relief sought by Franchisor.

ARTICLE XI. ACCOUNTING AND RECORDS.

- 11.1. Gross Revenue Reports.** Franchisee will record all sales and expenses on the recordkeeping and control systems designated by Franchisor, unless otherwise specified by Franchisor in writing. Franchisor will at all times have direct access to the designated recordkeeping and control system, which will provide Franchisor with visibility to Franchisee's business information and data; including, but not limited to, its Gross Revenue records. Franchisor and Franchisee understand, acknowledge, and agree that Franchisor will generally rely upon such Gross Revenue records in computing Royalty Fees in lieu of requiring Franchisee to submit a monthly report. However, Franchisee will produce monthly Gross Revenue records upon Franchisor's reasonable request. Additionally, Franchisee will follow the bookkeeping and accounting standards and specifications designated by Franchisor for documenting and categorizing its revenues and expenses.
- 11.2. Other Reports.** Franchisee will submit to Franchisor within thirty (30) days after the close of each fiscal quarter, a quarterly profit and loss statement. Additionally, upon Franchisor's reasonable request, but not more often than once per month, Franchisee will, at Franchisee's expense, submit to Franchisor in the form prescribed by Franchisor, within fifteen (15) days of Franchisor's request, unaudited financial statements showing the results of operations of the Franchised Business during the preceding calendar month, and such other forms, reports, records, information and data as Franchisor may reasonably designate.
- 11.3. Annual Financial Statements.** Franchisee will, at Franchisee's expense, submit to Franchisor in the form prescribed by Franchisor, by March 15 of each year, Franchisee's financial statements for the preceding fiscal year, including, without limitation, a complete and accurate profit and loss statement and balance sheet, which may be unaudited but will be prepared consistent with generally accepted accounting principles.
- 11.4. Preservation of Records.** Franchisee will prepare and will preserve for at least three (3) years from the dates of their preparation (or such longer period as may be required under applicable law), complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Operations Manual or otherwise in writing.
- 11.5. Inspection and Audit.** FRANCHISOR AND ITS DESIGNATED AGENTS WILL HAVE THE RIGHT AT ALL REASONABLE TIMES TO EXAMINE AND COPY, AT FRANCHISOR'S EXPENSE, THE BOOKS, RECORDS, ACCOUNTS AND TAX RETURNS OF FRANCHISEE. FRANCHISOR WILL ALSO HAVE THE RIGHT, AT ANY TIME, TO HAVE AN INDEPENDENT AUDIT MADE OF THE BOOKS OF FRANCHISEE. IF AN INSPECTION SHOULD REVEAL THAT ANY PAYMENTS HAVE BEEN UNDERSTATED IN ANY REPORT TO FRANCHISOR BY 2% OR MORE, THEN FRANCHISEE WILL IMMEDIATELY PAY TO FRANCHISOR THE AMOUNT UNDERSTATED UPON DEMAND, IN ADDITION TO INTEREST FROM THE DATE SUCH AMOUNT WAS DUE UNTIL PAID, AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM, OR THE MAXIMUM RATE PERMITTED BY LAW, WHICHEVER IS LESS, PLUS ALL OF FRANCHISOR'S COSTS AND EXPENSES IN CONNECTION WITH THE INSPECTION, INCLUDING, WITHOUT LIMITATION, TRAVEL COSTS, LODGING AND WAGES EXPENSES, AND REASONABLE ACCOUNTING AND LEGAL COSTS. THE FOREGOING REMEDIES WILL BE IN ADDITION TO ANY OTHER REMEDIES FRANCHISOR MAY HAVE.

ARTICLE XII. ADVERTISING AND PROMOTION.

Recognizing the value of advertising and promotion, and the importance of the standardization of advertising and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

- 12.1. Initial Marketing Setup.** At least thirty (30) days prior to the opening of the Franchised Business, Franchisee will pay the third-party vendors and suppliers designated by Franchisor in its Operations Manual, for Franchisee's initial marketing setup; including, website design, creation of initial video advertising, initial Customer Relationship Management (CRM) setup, and initial social media setup.
- 12.2. Local Advertising and Promotion.** During the term of this Agreement, Franchisee will spend, on a monthly basis, an amount equal to at least five percent (5%) of its Gross Revenues on local marketing, advertising, and promotion ("Required Minimum Expenditure for Local Marketing"). All local marketing, advertising, and promotion will be conducted in such manner as Franchisor may, in its sole discretion, direct in the Operations Manual or otherwise in writing. Franchisor may require Franchisee to expend, on a monthly basis, up to seven percent (7%) of its Gross Revenues on its local marketing, advertising, and promotion, upon sixty (60) days' notice.
- 12.3. Verification of Advertising Expenditures.** Franchisee will submit verification of the expenditures required by Section 12.2 to Franchisor in the form and manner prescribed by Franchisor in the Operations Manual or otherwise in writing from time to time. If you fail to spend the required amounts, we may (but are not required to) collect the deficiency from you and spend such amounts on your behalf.
- 12.4. Advertising Materials.** All advertising and promotion (including without limitation any design, advertisement, sign, or form of publicity) by Franchisee will be in such media and of such type and format as Franchisor may approve, will be conducted in a dignified manner, and will conform to such standards and requirements as Franchisor may specify. Franchisee will not use any such advertising or promotional plans or materials unless and until Franchisee has received written approval from Franchisor, pursuant to the procedures and terms set forth in Section 12.5 of this Agreement. Franchisor may make available to Franchisee from time to time, pre-approved advertising that Franchisee will be required to use during such season and at such times as Franchisor will specify in writing. In addition, Franchisor may make available, at Franchisee's expense, such promotional materials, including newspaper mats, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials.
- 12.5. Franchisor Approval.** Franchisee will submit to Franchisor samples of all advertising and promotional plans and materials (including without limitation any design, advertisement, sign, or form of publicity) and proposed coupons for any print, broadcast, cable, electronic, computer or other media (including, without limitation, the Internet) that Franchisee desires to use and that have not been prepared or previously approved by Franchisor within the preceding six (6) months (as provided in Article XXI of this Agreement), for Franchisor's prior approval (including with respect to prices to be charged). Any request by Franchisee for Franchisor's approval of advertising materials must be addressed to Franchisor and marked "Attention: Advertising Department - Ad Review." Franchisee will not use such plans or materials or coupons until they have been approved in writing by Franchisor. If written notice of approval is not received by Franchisee from Franchisor within fifteen (15) days of the date of receipt by Franchisor of such samples or materials, Franchisor will be deemed to have disapproved them.
- 12.6. Photographs of the Franchised Business.** Franchisor will have the right to photograph interactions with Franchisee in connection with the establishment and ongoing operation of the Franchised Business and use such photographs in any advertising or promotional materials. Franchisor is not

obliged to compensate Franchisee or Franchisee's employees for use of the Franchised Business or Franchisee's employees in any advertising or promotional materials. Franchisee will cooperate in securing the consent of persons photographed for such use.

12.7. Advertising Cooperative. Franchisor will have the right, in its discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to the Franchised Business. If a Cooperative has been established applicable to the Franchised Business at the time the Franchisee commences operations under this Agreement, Franchisee will immediately become a member of the Cooperative. If a Cooperative applicable to the Franchised Business is established at any later time during the term of this Agreement, Franchisee will become a member of such Cooperative no later than sixty (60) days after the date on which the Cooperative commences operation. If the Franchised Business is within the territory of more than one Cooperative, Franchisee will be required to be a member of only one such Cooperative:

- (a) Each Cooperative will be organized and governed in a form and manner, will commence operation on a date, and will operate pursuant to written governing documents, all of which must be approved in advance by Franchisor in writing.
- (b) Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to Franchisor's
- (c) No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without the prior approval of Franchisor. All such plans and materials will be submitted to Franchisor in accordance with the procedure set forth in Section 12.6 of this Agreement.
- (d) Each Cooperative will have the right to require its members to make contributions to the Cooperative in such amounts as determined by the Cooperative; provided, however, that Franchisee will not be required to contribute to any Cooperative in excess of two percent (2%) of Gross Revenues per month. Franchisee's payments made under this Section 12.7(d) will be credited towards the expenditure required to be made under Section 12.2 of this Agreement. Each member franchisee will submit to the Cooperative the amount invoiced by the Cooperative or Franchisor, its contribution, together with such other statements or reports as may be required by Franchisor or by the Cooperative with Franchisor's prior approval.
- (e) Franchisor, in its sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative, upon written request of such franchisee stating the reasons supporting such exemption. Franchisor's decision concerning such request for exemption will be final. If an exemption is granted to a franchisee, such franchisee will be required to expend on local promotion and advertising in the full amount provided for in Section 12.2 of this Agreement. Franchisor reserves the right to require Cooperatives to be changed, dissolved, or merged.

ARTICLE XIII. INSURANCE.

13.1. Minimum Insurance Requirements. Franchisee will procure, prior to the commencement of any operations under this Agreement, and will maintain in full force and effect at all times during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Franchisor, and their respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Franchised Business, including, but not limited to, comprehensive general liability insurance, errors and

omissions insurance, umbrella insurance, data breach insurance, workers compensation insurance, and all other insurance required by federal, state or local law. Such policy or policies will be written by a responsible carrier or carriers acceptable to Franchisor, will name Franchisor as an additional insured as specified by Franchisor, and will provide at least the types and minimum amounts of coverage specified in the Operations Manual.

- 13.2. No Waiver.** Franchisee's obligation to obtain and maintain the policy or policies in the amounts specified in the Operations Manual will not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor will Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 20.4 of this Agreement.
- 13.3. Franchisor Entitled to Recover.** All public liability and property damage policies will contain a provision that Franchisor, although named as an insured, will nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its servants, agents or employees by reason of the negligence of Franchisee or its servants, agents or employees.
- 13.4. Certificates of Insurance.** Prior to the commencement of any operations under this Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, Franchisee will deliver to Franchisor Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates will expressly provide that no less than thirty (30) days' prior written notice will be given Franchisor in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.
- 13.5. Franchisor's Right to Procure.** Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Franchisor in the Operations Manual or otherwise in writing, Franchisor will have the right and authority (but not the obligation) to procure such insurance and to charge same to Franchisee, which charges, together with an administrative surcharge of ten percent (10%), will be payable by Franchisee immediately upon notice. The foregoing remedies will be in addition to any other remedies Franchisor may have.

ARTICLE XIV. TRANSFER OF INTEREST.

- 14.1. Franchisor's Right to Transfer.** Franchisor will have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of Franchisor will become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. Franchisee will execute such documents of attornment or otherwise as Franchisor will request.
- 14.2. Franchisee's Conditional Right to Transfer.** Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on Franchisee's (or, if Franchisee is a corporation, partnership, or limited liability company, its principals') business skill, financial capacity and personal character. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other legal entity which directly or indirectly owns any interest in Franchisee or in the Franchised Business will sell, assign, transfer, convey, pledge, encumber, merge or give away (collectively, "transfer") any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business without the prior written consent of Franchisor. Any purported assignment or transfer not having the written consent of Franchisor required by this Section 14.2 will be null and void and will constitute a material breach of this Agreement, for which

Franchisor may immediately terminate without opportunity to cure pursuant to Section 15.2(f) of this Agreement.

14.3. Conditions of Transfer. Franchisee will notify Franchisor orally and in writing of any proposed transfer of any direct or indirect interest in this Agreement, in Franchisee (if a corporation, partnership, or limited liability company), or in all or substantially all of the assets of the Franchised Business (a) prior to Franchisee's offering for sale (including, but not limited to, advertising the sale of) the Franchised Business, or any assets of the Franchised Business, or any ownership interest in Franchisee; and (b) at least thirty (30) days before any transfer is proposed to take place. Franchisor will not unreasonably withhold its consent to any transfer. Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval:

- (a) That all of Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates have been satisfied;
- (b) That Franchisee is not in default of any provision of this Agreement, any amendment of this Agreement or successor hereto, or any other agreement between Franchisee and Franchisor or its affiliates;
- (c) That the transferor executes a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, agents, shareholders, and employees;
- (d) That (1)(a) the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) enters into a written assignment, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement, and/or (b) the transferee executes, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, the Franchisor's then-current form of franchise agreement and other ancillary agreements as Franchisor may require for the Franchised Business, which agreements will supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement including, without limitation, a higher royalty fee and advertising contribution and a smaller or modified Franchisee's Territory, except that transferee will not be required to pay any initial franchise fee; and (2) the transferee or its principals guaranty the performance of all such obligations in writing in a form satisfactory to Franchisor;
- (e) That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) demonstrates to Franchisor's satisfaction that it meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business (as may be evidenced by prior related business experience or otherwise), and has adequate financial resources and capital to operate the Franchised Business;
- (f) That Franchisee remains liable for all of the obligations to Franchisor in connection with the Franchised Business which arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by Franchisor to evidence such liability;
- (g) That the transferee (or, if the transferee is a corporation, partnership or limited liability company, a principal of the transferee acceptable to Franchisor), or the transferee's manager (if transferee or transferee's principal will not manage the Franchised Business), at the transferee's expense, completes any training programs then in effect upon such terms and conditions as Franchisor may reasonably require; and

- (h) That Franchisee pays to Franchisor a transfer fee of 50% of the then current Initial Franchise Fee, which you acknowledge is a reasonable fee in light of the legal and business expenses we will incur in transferring the agreement, operations, and providing our initial training programs to the transferee. However, in the case of a transfer to a corporate entity formed by Franchisee for the convenience of ownership, or a change in ownership percentage without any change in management, no such transfer fee will be required.

- 14.4. No Security Interest.** Franchisee will not grant a security interest in the Franchised Business or in any of the assets of the Franchised Business unless the secured party agrees that in the event of any default by Franchisee under any documents related to the security interest, Franchisor will have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure any default of Franchisee, and, in the event Franchisor exercises such option, any acceleration of indebtedness due to Franchisee's default will be void.
- 14.5. Franchisor's Right of First Refusal.** If any party holding any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business desires to accept any bona fide offer from a third party to purchase such interest, Franchisee will notify Franchisor, and will provide such information and documentation relating to the offer as Franchisor may require. Franchisor will have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, closing on such purchase will occur within thirty (30) days from the date of notice to the seller of the election to purchase by Franchisor. If Franchisor elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party will constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the third party's initial offer. Failure of Franchisor to exercise the option afforded by this Section 14.5 will not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Article XIV, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser will be designated by Franchisor at Franchisor's expense, and the appraiser's determination will be binding.
- 14.6. Death or Incapacity.** Upon the death or physical or mental incapacity of any person with an interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person will transfer such interest to a third party approved by Franchisor within six (6) months after such death or incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same conditions as any inter vivos transfer. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Article XIV, the executor, administrator, or personal representative of the decedent will transfer the decedent's interest to another party approved by Franchisor within a reasonable time, which disposition will be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement, pursuant to Section 15.2(g) of this Agreement.
- 14.7. No Waiver.** Franchisor's consent to a transfer of any interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business will not constitute a waiver of any

claims it may have against the transferring party, nor will it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

ARTICLE XV. DEFAULT AND TERMINATION.

- 15.1. Termination by Franchisee.** Franchisee may terminate this Agreement (1) upon non-renewal, (2) upon a transfer pursuant to the terms of this Agreement; or (3) if Franchisor does not, or cannot, cure within sixty (60) days after Franchisee gives notice to Franchisor, upon the occurrence of:
- (a) Franchisor's material breach of the Agreement;
 - (b) Franchisor's failure to comply with applicable law; or
 - (c) Franchisor's insolvency or bankruptcy.
- 15.2. Notice Without Opportunity to Cure.** Upon the occurrence of any of the following events of default, Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without affording Franchisee any opportunity to cure the default, effective immediately upon the provision of notice to Franchisee (in the manner provided under Article XXII):
- (a) If Franchisee or Franchisee's designated trainees fail to complete the initial training program or additional training described in Section 6.1 of this Agreement to Franchisor's reasonable satisfaction;
 - (b) If Franchisee fails to open within the time limits provided in Section 5.3 of this Agreement;
 - (c) If Franchisee at any time ceases to operate for a period of five (5) or more days, except when active operation is not reasonably possible, or otherwise abandons the Franchised Business;
 - (d) If Franchisee is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or Franchisor's interest therein;
 - (e) If a threat or danger to public health or safety results from the operation of the Franchised Business;
 - (f) If any purported assignment or transfer of any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business is made to any third party without Franchisor's prior written consent, contrary to the terms of Article XIV of this Agreement;
 - (g) If an approved transfer is not effected within the time provided following death or mental incapacity, as required by Section 14.6 of this Agreement;
 - (h) If Franchisee fails to comply with the covenants in Section 17.2 of this Agreement or fails to obtain execution of the covenants required under Section 10.4 of this Agreement;
 - (i) If, contrary to the terms of Article IX or Article X of this Agreement, Franchisee discloses or divulges the contents of the Operations Manual or other Confidential Information provided to Franchisee by Franchisor;
 - (j) If Franchisee knowingly submits any false reports to Franchisor;
 - (k) If Franchisee misuses or makes any unauthorized use of the Proprietary Marks or any other identifying characteristics of the System, or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein;
 - (l) If Franchisee refuses to permit Franchisor to inspect the books, records or accounts of Franchisee upon demand;

- (m) If Franchisee becomes insolvent, meaning unable to pay its bills in the ordinary course of business as they become due;
- (n) If Franchisee, upon receiving a notice of default under Section 15.3 of this Agreement, fails to initiate immediately a remedy to cure such default; or
- (o) If Franchisee, after curing any default pursuant to Section 15.3 of this Agreement, commits the same default again, whether or not cured after notice.

15.3. Notice with Opportunity to Cure. Except as otherwise provided in Section 15.2 of this Agreement, upon any other default by Franchisee, Franchisor may terminate this Agreement by giving written notice of termination (in the manner set forth under Article XXII of this Agreement) stating the nature of the default in reasonably sufficient detail to Franchisee at least thirty (30) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof to Franchisor within the applicable cure period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement will terminate without further notice to Franchisee, effective immediately upon the expiration of the applicable cure period or such longer period as applicable law may require. Defaults which are susceptible of cure under this Agreement include the following illustrative events:

- (a) If Franchisee fails to maintain the cleanliness of its office location, or fails to comply with any of Franchisor's specifications;
- (b) If Franchisee fails to substantially comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by the Operations Manual, or failure to carry out the terms of this Agreement in good faith;
- (c) If Franchisee fails, refuses or neglects promptly to pay any monies owing to Franchisor or its affiliates when due, or to submit the financial or other information required by Franchisor under this Agreement;
- (d) If Franchisee fails to maintain or observe any of the standards or procedures prescribed by Franchisor in this Agreement, the Operations Manual or otherwise in writing;
- (e) Except as provided in Section 15.2(f) of this Agreement, if Franchisee fails, refuses or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement;
- (f) If Franchisee engages in any business or markets any service or product under a name or mark which, in Franchisor's opinion, is confusingly similar to the Proprietary Marks; or
- (g) If Franchisee receives any citation or notice of potential health code violation from the local board of health or Franchisor.

15.4. Cross-Default. Any default by Franchisee under any other agreement between Franchisor or its affiliates as one party and Franchisee or any of Franchisee's owners or affiliates as the other party, that is so material as to permit Franchisor to terminate such other agreement, will be deemed to be a default of this Agreement, and Franchisor will have the right, at its option, to terminate this Agreement without affording Franchisee an opportunity to cure, effective immediately upon notice to Franchisee.

15.5. Interim Remedies. If Franchisor sends Franchisee a written notice that Franchisee is in default of this Agreement, Franchisor may elect to immediately impose an interim remedy (the "Interim Remedies"), regardless of whether the default is curable, including the suspension of Franchisor's obligations under this Agreement. Franchisee understands, acknowledges, and agrees that Franchisor's exercise of its right to impose Interim Remedies will not result in actual or constructive

termination or abandonment of this Agreement, and that Franchisor's right to Interim Remedies is in addition to, and apart from, any other right or remedy Franchisor may have in this Agreement. If Franchisor exercises the right to Interim Remedies, the exercise will not be a waiver of any breach by Franchisee of any term, covenant or condition of this Agreement. Franchisee will not be entitled to any compensation, including repayment, reimbursement, refund or offsets, for any fees, charges, expenses or losses Franchisee may directly or indirectly incur by reason of Franchisor's exercise and/or withdrawal of any Interim Remedy. Interim Remedies include:

- (a) Franchisor may suspend communication services, including any e-mail, telephone routing, scheduling, point of sale, and/or website services; and
- (b) Franchisor may suspend its ongoing support, and the performance of all other obligations set forth in Article III of this Agreement.

ARTICLE XVI. OBLIGATIONS UPON TERMINATION OR EXPIRATION.

Upon termination or expiration of this Agreement, all rights granted under this Agreement to Franchisee will immediately terminate, and:

- 16.1. Cease Operations.** Franchisee will immediately cease to operate the Franchised Business, and will not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor. Immediately upon the expiration or termination of this Agreement, Franchisee will dispose of, and not sell, any proprietary or trade secret products sold under this Agreement, including, but not limited to, any products having the Proprietary Marks or contained in packaging having the Proprietary Marks.
- 16.2. Cease Use of Confidential Information and Marks.** Franchisee will immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System; any Confidential Information; the Proprietary Mark "[franchisor mark]" and all other Proprietary Marks and distinctive forms, slogans, signs, symbols and devices associated with the System. In particular, Franchisee will cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, products and any other articles which display the Proprietary Marks.
- 16.3. Cancellation of Registrations.** Franchisee will take such action as may be necessary to cancel any assumed name registration or equivalent registration obtained by Franchisee which contains the mark "[franchisor mark]" or any other Proprietary Marks, and Franchisee will furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement.
- 16.4. Assignment of Telephone Number.** Franchisee must cease using all telephone numbers and directory or other business listings used in connection with the Franchised Business. At Franchisor's option, Franchisee will assign to Franchisor all rights to such telephone numbers and directory and other business listings, and will sign all forms and documents required by Franchisor and any telephone company to effect such transfer. Franchisee hereby appoints Franchisor as Franchisee's true and lawful agent and attorney-in-fact with full power and authority for the sole purpose of taking such action as is necessary to complete such assignment, and Franchisee agrees to execute Exhibit E for such purpose. This power of attorney will survive the expiration, termination or transfer of this Agreement. Franchisee is not entitled to any compensation from Franchisor if Franchisor exercises its rights or options under this Section 16.4.
- 16.5. Subsequent Use of Proprietary Marks Prohibited.** Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction,

counterfeit, copy or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which, in Franchisor's sole discretion, is likely to cause confusion, mistake or deception, or which, in Franchisor's sole discretion, is likely to dilute Franchisor's rights in and to the Proprietary Marks. Franchisee further agrees not to utilize any designation of origin, description or representation (including but not limited to reference to the Franchisor, the System or the Proprietary Marks) which, in Franchisor's sole discretion, suggests or represents a present or former association or connection with Franchisor, the System or the Proprietary Marks.

- 16.6. Payment.** Franchisee will promptly pay all sums owing to Franchisor and its affiliates. In the event of termination for any default of Franchisee, such sums will include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation will give rise to and remain, until paid-in-full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the premises operated under this Agreement at the time of default.
- 16.7. Return Operations Manual.** Franchisee will immediately deliver to Franchisor the Operations Manual and all other records, correspondence and instructions containing Confidential Information relating to the operation of the Franchised Business (and any copies, even if such copies were made in violation of this Agreement), all of which are acknowledged to be the property of Franchisor, and will retain no copy or record of any of the foregoing, with the exception of Franchisee's copy of this Agreement, any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law.
- 16.8. Franchisor's Option to Purchase Assets.** Franchisor will have the option, to be exercised within thirty (30) days after termination, to purchase from Franchisee any or all of the vehicles, equipment, furnishings, and signs related to the operation of the Franchised Business at fair market value and to purchase any or all supplies and inventory of the Franchised Business at Franchisee's cost. If the parties cannot agree on the price of any such items within a reasonable time, an independent appraisal will be conducted at Franchisor's expense, and the appraiser's determination will be binding. If Franchisor elects to exercise any option to purchase herein provided, it will have the right to set off all amounts due from Franchisee, and the cost of the appraisal, if any, against any payment therefor.
- 16.9. Compliance With Covenants.** Franchisee will comply with the covenants contained in Article X and Section 17.3 of this Agreement.

ARTICLE XVII. COVENANTS.

- 17.1. Best Efforts.** Franchisee covenants that, during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee (or, if Franchisee is a corporation, partnership or limited liability company, a principal, general partner or member of Franchisee) or Franchisee's fully-trained manager will devote full time and best efforts to the management and operation of the Franchised Business.
- 17.2. In-Term Covenants.** Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable, specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity:

- (a) Divert or attempt to divert any present or prospective business or customer of any of Franchisor's franchised businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System;
- (b) Employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment; or
- (c) Own, maintain, operate, engage in, be employed by, provide any assistance or advice to, or have any interest in (as owner or otherwise) any business that offers or sells personal or business tax and accounting services.

17.3. Post-Term Covenants. Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee will not, to the fullest extent permitted by applicable law, for a continuous uninterrupted period of two (2) years commencing upon the date of: (a) a transfer permitted under Section 14 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 17.3; or (e) any or all of the foregoing; either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any business that: (i) offers or sells personal or business tax and accounting services; and (ii) is, or is intended to be, located at or within:

- (a) within the Franchisee's Operating Territory; or
- (b) twenty-five (25) miles of Franchisee's Operating Territory; or
- (c) twenty-five (25) miles of any business operating under the Proprietary Marks;

provided, however, that Sections 17.2(c) and this Section 17.3 will not apply to the operation by Franchisee of any business under the System which may be franchised by Franchisor to Franchisee under a written Franchise Agreement.

17.4. Immediate Family Members. Franchisee will not directly or indirectly attempt to circumvent the covenants contained in Articles X and XVII of this Agreement by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild) or by otherwise assisting an immediate family member in establishing a competitive business offering personal or business tax and accounting services. Franchisee understands, acknowledges and agrees that it would be difficult for Franchisor to prove whether Franchisee disclosed Confidential Information to family members and that Franchisor must protect its Confidential Information and the System. Therefore, Franchisee agrees that Franchisee will be presumed to have violated the terms of Articles X and XVII of this Agreement if any member of Franchisee's immediate family engages in any activity restricted by Sections 17.2 or 17.3 of this Agreement or otherwise uses or discloses our Confidential Information. If a dispute arises, Franchisee will bear the burden of furnishing evidence conclusively showing that Franchisee did not disclose the Confidential Information to the family member.

17.5. No Application to Equity Securities. Sections 17.2(c) and 17.3 will not apply to ownership by Franchisee of a less than five percent (5%) beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934.

17.6. Reduction of Scope of Covenants. Franchisee understands and acknowledges that Franchisor will have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 17.2

and 17.3, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice; and Franchisee agrees that it will comply forthwith with any covenant as so modified, which will be fully enforceable notwithstanding the provisions of Article XXIII of this Agreement.

- 17.7. No Defense.** Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to the enforcement by Franchisor of the covenants in this Article XVII. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article XVII.

ARTICLE XVIII. CORPORATE, PARTNERSHIP OR LIMITED LIABILITY COMPANY FRANCHISEE.

- 18.1. Franchisee Corporation.** If Franchisee is a corporation, Franchisee will comply with the following requirements:

- (a) Franchisee will be newly organized and its charter will at all times provide that its activities are confined exclusively to operating the Franchised Business.
- (b) Copies of Franchisee's Articles of Incorporation, Bylaws and other governing documents, and any amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement, will be promptly furnished to Franchisor.
- (c) Franchisee will maintain stop-transfer instructions against the transfer on its records of any equity securities; and each stock certificate of Franchisee will have conspicuously endorsed upon its face a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section 18.1(c) will not apply to a publicly-held corporation.
- (d) Franchisee will maintain a current list of all owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities of Franchisee and will furnish the list to Franchisor upon request.

- 18.2. Franchisee Partnership.** If Franchisee or any successor to or assignee of Franchisee is a partnership, it will comply with the following requirements:

- (a) Franchisee will furnish Franchisor with a copy of its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto.
- (b) The partnership agreement will at all times note conspicuously that partnership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement.
- (c) Franchisee will prepare and furnish to Franchisor, upon request, a list of all general and limited partners in Franchisee.

- 18.3. Franchisee Limited Liability Company.** If Franchisee or any successor to or assignee of Franchisee is a limited liability company, it will comply with the following requirements:

- (a) Franchisee will furnish Franchisor with a copy of its articles of organization and operating agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto.

- (b) The articles of organization or operating agreement will at all times note conspicuously that membership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement.
- (c) Franchisee will prepare and furnish to Franchisor, upon request, a list of all members in Franchisee.

18.4. Guaranty and Indemnification. If Franchisee is a corporation, partnership or limited liability company, or if any successor to or assignee of Franchisee is a corporation, partnership or limited liability company, then all of the principals thereof are required to execute this Agreement and be individually bound by its terms.

18.5. Entity Naming Convention. Franchisee will not include the Proprietary Marks or any portion thereof in its corporate name. Franchisor will assign a "doing business as" ("DBA") name to be used solely in connection with the operation of the Franchised Business in the Territory and in accordance with the terms and conditions set forth in this Agreement.

ARTICLE XIX. TAXES, PERMITS, AND INDEBTEDNESS.

19.1. Payment of Taxes. Franchisee will promptly pay when due all taxes levied or assessed, including, without limitation, employer's portion of employment-related taxes (FICA, Medicare and unemployment taxes) and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Business. Franchisee will pay to Franchisor an amount equal to any state or local taxes, including, without limitation, sales, use, service, occupation, employment related, excise, gross receipts, income, property or other taxes, that may be imposed on Franchisor as a result of Franchisor's receipt or accrual of the initial franchise fee, royalty fees, advertising fees, renewal fees, and all other fees that are referenced in this Agreement, whether assessed against Franchisee through withholding or other means or whether paid by Franchisor directly, unless the tax is credited against income tax otherwise payable by Franchisor. In such event, Franchisee will pay to Franchisor (or to the appropriate governmental authority) such additional amounts as are necessary to provide Franchisor, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that Franchisor would have received or accrued had such withholding or other payment, whether by Franchisee or by Franchisor, not been required.

19.2. Contesting Taxes. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event will Franchisee permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements thereon.

19.3. Permits and Licenses. Franchisee will comply with all federal, state, and local laws, rules, and regulations, and will timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, health permits, building permits, handicap permits and fire clearances.

19.4. Notification of Adverse Action. Franchisee will immediately notify Franchisor in writing 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 the operation or financial condition of the Franchised Business.

ARTICLE XX. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

- 20.1. Independent Contractor.** Franchisor and Franchisee agree that this Agreement does not create a fiduciary relationship between them, that Franchisee will be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever. Franchisee acknowledges and agrees that Franchisor's usual business is offering and selling rights to operate MONEY CFO franchised businesses using the Proprietary Marks and System, developing enhancements to the System, and providing assistance to franchisees, and, accordingly, Franchisor's usual business is different from Franchisee's usual business of operating the Franchised Business. During the term of this Agreement, Franchisee will hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise agreement from Franchisor. Franchisee agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place at the premises of the Franchised Business, the content of which Franchisor reserves the right to specify.
- 20.2. Identification.** All of Franchisee's business forms, business cards, stationery, and advertisements must clearly state that the Franchise is independently owned and operated. In addition, any client-facing office must display a clear sign, in a conspicuous location, stating that the Franchise is independently owned and operated.
- 20.3. No Authority to Contract.** Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and Franchisor will in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action; nor will Franchisor be liable by reason of any act or omission of Franchisee in its operation of the business franchised under this Agreement or for any claim or judgment arising therefrom against Franchisee or Franchisor.
- 20.4. Indemnification.** Franchisee will indemnify and hold harmless Franchisor and its affiliates, and their respective officers, directors, employees, agents and representatives against any and all third-party claims, losses, costs, expenses, liabilities and damages arising directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Franchised Business, the business conducted under this Agreement, or Franchisee's breach of this Agreement, including, but not limited to, those alleged to be caused by Franchisor's negligence, unless (and then only to the extent that) the claims, obligations, and damages are determined to be caused solely by Franchisor's gross negligence or willful misconduct according to a final, unappealable ruling issued by a court with competent jurisdiction, as well as the costs, including reasonable attorneys' fees, of defending against them. In the event Franchisor incurs any costs or expenses, including, without limitation, legal fees, travel expenses, and other charges, in connection with any proceeding involving Franchisee in which Franchisor is not a party, Franchisee will reimburse Franchisor for all such costs and expenses promptly upon presentation of invoices. Franchisee acknowledges and agrees that Franchisee's indemnification and hold harmless obligations under this Section will survive the termination or expiration of this Agreement. Nothing herein will preclude Franchisor from choosing its own legal counsel to represent it in any lawsuit, arbitration, or other dispute resolution.
- 20.5. Force Majeure.** Neither Franchisor, Franchisor's affiliates, nor Franchisee will be responsible or liable for any delays in the performance of any duties under this Agreement which are not the fault or within the reasonable control of that party including, but not limited to, fire, flood, natural disasters, acts of God, delays in deliveries by common carriers, governmental acts or orders, late deliveries of products or goods or furnishing of services by third party vendors, civil disorders, acts of terrorism, pandemics, epidemics, public health emergencies, or strikes and any other labor-related disruption, and in any event said time period for the performance of an obligation under this

Agreement will be extended for the amount of time of the delay or impossibility. Provided, however, this clause will not apply to and not result in an extension of: (1) the time for payments to be made by Franchisee as required by Section 4.6 of this Agreement; or (2) the term of this Agreement.

ARTICLE XXI. APPROVALS AND WAIVERS.

- 21.1. Approvals and Consent.** Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee will make a timely written request to Franchisor therefor, and such approval or consent must be obtained in writing.
- 21.2. No Warranties or Guarantees.** Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.
- 21.3. No Waiver.** No failure of Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition under this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, will constitute a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement. Waiver by Franchisor of any particular default of Franchisee will not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar, or different nature; nor will any delay, force, or omission of Franchisor to exercise any power or right arising out of any breach of default by Franchisee of any of the terms, provisions, or covenants of this Agreement, affect or impair Franchisor's right to exercise the same, nor will such constitute a waiver by Franchisor of any right under this Agreement, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Franchisor of any payments due to it under this Agreement will not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

ARTICLE XXII. NOTICES.

Any and all notices required or permitted under this Agreement will be in writing and will be personally delivered or sent by tracked delivery to the respective parties at their address listed on the signature page of this Agreement, or any subsequent address of record. Franchisor may also send notice to Franchisee via email, and such email notice shall be deemed received upon sending unless the Franchisor receives an automated response indicating delivery failure. Franchisee must keep a current email address on file with Franchisor at all times.

ARTICLE XXIII. ENTIRE AGREEMENT.

This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between Franchisor and Franchisee concerning the subject matter of this Agreement, and supersede any prior agreements, no other representations having induced Franchisee to execute this Agreement. Except for those permitted to be made unilaterally by Franchisor under this Agreement, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in this Agreement or in any related agreement between Franchisor and Franchisee is intended to disclaim the representations in Franchisor's Franchise Disclosure Document.

ARTICLE XXIV. SEVERABILITY AND CONSTRUCTION.

- 24.1. Severability.** If, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions, and/or covenants will be deemed not to be a part of this Agreement.
- 24.2. Survival.** Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination), will survive such expiration, termination or assignment, including but not limited to Article X, Article XVII, and Article XXVI.
- 24.3. No Rights or Remedies Conferred.** Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors, shareholders, agents, and employees, and such of Franchisor's successors and assigns as may be contemplated by Section Article XIV of this Agreement, any rights or remedies under or by reason of this Agreement.
- 24.4. Promises and Covenants.** Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

ARTICLE XXV. APPLICABLE LAW AND DISPUTE RESOLUTION.

- 25.1. Dispute Process.** Any disputes that Franchisor or Franchisee may have arising out of or related to this Agreement ("Matter") will be resolved as described in this Article XXV.
- 25.2. Franchisee Must First Pursue Internal Resolution.** Franchisee must attempt to resolve any Matter internally by exhausting this internal dispute resolution process before Franchisee may bring any Matter through Mediation as provided in Section 25.3 of this Agreement.
- (i) Notice. Franchisee must provide written notice. The notice will contain:
 - (A) A description of the specific nature of the Matter,
 - (B) All relevant facts,
 - (C) All supporting evidence, and
 - (D) Either the specific dollar amount of damages, or the action requested to resolve the Matter ("Cure").
 - (ii) Response. Franchisor will provide a response within ten (10) business days, with either:
 - (A) Corrective action plan with a schedule of when the Matter will be resolved if it cannot be Cured within ten (10) business days; or

- (B) A detailed explanation of why the Matter should not be considered a breach of this Agreement (or other valid dispute), including any supporting evidence to clarify any disputed facts.
- (iii) **Meeting.** If in good faith, Franchisee does not believe the Matter is settled after the Response then within twenty-one (21) days of receipt of the Response, the parties will meet in Duarte, California to discuss in person. Upon mutual agreement, the Parties may choose an alternate location or meet via video call.

25.3. Mediation and Arbitration. Franchisor and Franchisee will submit any claim, dispute, or cause of action, including any matter pertaining to the validity, enforcement, or interpretation of this Agreement (a “Dispute”) to mediation and then binding arbitration if not resolved through mediation, unless the Dispute involves an alleged breach of Articles X or XVII of this Agreement.

- (i) **Mediation.** Any mediation will be conducted in accordance with the mediation rules of the American Arbitration Association (“AAA”) and will take place in Duarte, California. Mediation is initiated by:
 - (A) completing the request for mediation form, currently available at: https://www.adr.org/sites/default/files/Request_for_Mediation.pdf
 - (B) paying the applicable fee, and
 - (C) notifying the other party.
- (ii) **Arbitration.** If a Matter cannot be resolved through Mediation, then the initiating party must submit the Matter to binding arbitration in accordance with the rules of the AAA and will take place in Duarte, California.
- (iii) **Proportionality of Fees.** The initiating party's attorney must include in the demand for arbitration an estimate for legal fees (“Budget”) necessary to establish liability and damages. The Budget will include the maximum number of: a) witness, b) experts and c) documents. The Arbitrator will evaluate the Budget for proportionality to the Cure. The Budget must be approved by the Arbitrator, before conducting any discovery, or hearings. The Arbitrator must approve any increases in the Budget.
- (iv) **Enforcement.** In the event such Matter is resolved following submission to arbitration, then the decision and award determined by such arbitration will be final and binding upon both parties, enforceable by any court of competent jurisdiction.

25.4. Applicable Law. This Agreement will be governed by and interpreted and construed exclusively under the laws of California, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), other federal law, or otherwise provided in this Section. In the event of any conflict of law, the laws of California will prevail, without regard to the application of California conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of California and if Franchisee is located outside of California and such provision would be enforceable under the laws of the state in which Franchisee is located, then such provision will be interpreted and construed under the laws of that state. Any franchise registration, disclosure, relationship, or similar statute which is currently in effect or may be adopted by the State of California during the term of this Agreement shall not apply unless its jurisdictional requirements are met independently without reference to this Section.

- 25.5. Jurisdiction and Venue.** Venue and jurisdiction for any Matter will be proper solely in the state and federal court nearest to our headquarters; presently located in Duarte, California, except that Franchisor will have the right to commence an action against Franchisee in any court of competent jurisdiction for any Dispute involving an alleged breach of Articles X or XVII of this Agreement.
- 25.6. No Exclusivity.** No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor will be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.
- 25.7. Waiver of Right to Jury Trial and Punitive Damages.** FRANCHISOR AND FRANCHISEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS: (A) FRANCHISOR AND FRANCHISEE HEREBY EXPRESSLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING; AND (B) FRANCHISOR AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.
- 25.8. Limitation of Claims.** ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF FRANCHISEE AND FRANCHISOR, OR FRANCHISEE'S OPERATION OF THE FRANCHISED BUSINESS, BROUGHT BY FRANCHISEE AGAINST FRANCHISOR, MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE WHEN FRANCHISEE DISCOVERED OR SHOULD HAVE DISCOVERED THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION WILL BE BARRED. THIS LIMITATION PERIOD SHALL NOT APPLY TO ANY CLAIMS BROUGHT BY FRANCHISOR AGAINST FRANCHISEE.
- 25.9. Injunctive Relief.** Nothing herein contained (including, without limitation, Sections 25.3 and 25.5 above) will bar Franchisor's right to obtain injunctive relief from a court of competent jurisdiction against threatened conduct that will cause it loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.
- 25.10. Costs and Expenses.** If Franchisor is a prevailing party, Franchisee will pay to Franchisor all damages, costs, and expenses, including all court costs, mediation and arbitration costs, and reasonable attorney's fees, and all other expenses incurred by Franchisor in enforcing any obligation under, or in defending against any claim, demand, action, or proceeding related to, this Agreement, including, but not limited to the obtaining of injunctive relief.

ARTICLE XXVI. FRANCHISEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS.

- 26.1. Independent Investigation.** Franchisee acknowledges that it has conducted an independent investigation of the business franchised under this Agreement, and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee (or, if Franchisee is a corporation, partnership or limited liability company, the ability of its principals) as an independent businessperson. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

- 26.2. Acknowledgement of Receipt.** Franchisee acknowledges that it received Franchisor's current Franchise Disclosure Document at least fourteen (14) calendar days prior to the date on which this Agreement was executed or Franchisee paid any money to Franchisor. Franchisee further acknowledges that it received a complete copy of this Agreement, the attachments hereto, and all related agreements attached to the Franchise Disclosure Document, and that Franchisee waited at least seven (7) calendar days prior to executing them if any changes to such agreements were unilaterally and materially made by Franchisor.
- 26.3. Acknowledgement of Understanding.** Franchisee acknowledges that it has read and understood this Agreement, the attachments hereto, and agreements relating thereto, if any, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.
- 26.4. Compliance with Anti-Terrorism Laws.** Franchisee acknowledges that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "Order"), Franchisor is prohibited from engaging in any transaction with any Specially Designated National or Blocked Person. "Specially Designated National" or "Blocked Person" will mean (1) those persons designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national" or "blocked person" or similar status, (2) a person engaged in, or aiding any person engaged in, acts of terrorism, as defined in the Order, or (3) a person otherwise identified by government or legal authority as a person with whom Franchisor is prohibited from transacting business. Currently, a listing of such designations and the text of the Order are published at the Internet website address, www.ustreas.gov/offices/enforcement/ofac. Accordingly, Franchisee represents and warrants to Franchisor that as of the date of this Agreement, neither Franchisee nor any person holding any ownership interest in Franchisee, controlled by Franchisee, or under common control with Franchisee is a Specially Designated National or Blocked Person, and that Franchisee (1) does not, and hereafter will not, engage in any terrorist activity; (2) is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (3) is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity. Franchisee agrees that Franchisee will immediately provide written notice to Franchisor of the occurrence of any event which renders the representations and warranties in this Section 26.4 incorrect.
- 26.5. Territory Approval.** Franchisee hereby acknowledges and agrees that Franchisor's approval of the Operating Territory does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the Operating Territory for the Franchised Business or for any other purpose. Franchisor's approval of a territory indicates only that Franchisor believes the site complies with acceptable minimum criteria established by Franchisor solely for its purposes as of the time of the evaluation. Both Franchisee and Franchisor acknowledge that application of criteria that may have been effective with respect to other territories may not be predictive of potential for all territories and that, subsequent to Franchisor's approval of a territory, demographic and/or economic factors, included in or excluded from Franchisor's criteria could change, thereby altering the potential of a territory. Such factors are unpredictable and are beyond Franchisor's control. Franchisor will not be responsible for the failure of a territory approved by Franchisee to meet Franchisee's expectations as to revenue or operational criteria. Franchisee further acknowledges and agrees that its acceptance of a franchise for the operation of the Franchised Business in the Territory is based on its own independent investigation of the suitability of the site.

Intending to be bound by all the provisions expressed in the Agreement, the authorized representatives of each party affix his or her signature below to signify acceptance.

Franchisor	Franchisee
Signature	Signature
Name Marton Medina	Name
Title CEO	Title
Address	Address
Date	Date

ATTACHMENT 1 TO FRANCHISE AGREEMENT

FRANCHISEE'S TERRITORY

1. **Franchisee's Territory.** Franchisee's Territory under this Agreement will consist of the geographic area depicted in the following map and identified by U.S. Zip Codes, as they exist on the Effective Date, in the table below.

[ZIP code list]

[map]

The boundaries of Franchisee's Territory have been determined based on negotiations initiated by Franchisee. To the extent that this Attachment 1 includes and/or delineates geographic or political boundaries such determinations will be considered fixed as of the Effective Date of the Agreement and will not change for the purpose of this Agreement notwithstanding a change or reorganization to such boundaries or regions during the term of this Agreement. All street boundaries, if any, will be deemed to end at the street center lines.

ATTACHMENT 2 TO FRANCHISE AGREEMENT

DISCLOSURE OF PRINCIPALS

(To be completed if Franchisee is a Corporation, Partnership, or Limited Liability Company only)

Franchisee represents that the following schedule is complete and accurately identifies Franchisee's Owners, Franchisee's Managing Owner, and their respective ownership interests in Franchisee. Defined terms shall have the meanings set forth in the Franchise Agreement between Franchisor and Franchisee.

Owner Name	Owner Address	Ownership Interest Percentage
Name of designated Managing Owner:		

Change in Owners. Franchisee acknowledges and agrees that any proposed change in the Owners listed in this Disclosure, above, will require Franchisor's prior written consent in accordance with the terms of Section 14 of the Franchise Agreement.

IN WITNESS OF THIS AGREEMENT, the undersigned has duly executed this Disclosure of Principals on the date first above written.

Owner	Owner
Signature	Signature
Name	Name
Address	Address
Date	Date

ATTACHMENT 3 TO FRANCHISE AGREEMENT
PERSONAL GUARANTY

This binding contract ("Guaranty") is between:

MONEY CFO, INC. d/b/a MONEY CFO ("Franchisor") and
____ ("Guarantor") for
____ ("Beneficiary")

In exchange for awarding certain franchise rights to the Beneficiary, pursuant to a franchise agreement, along with other valuable consideration, Guarantor(s) jointly and severally personally guarantee the payment of any money and the performance of any obligation of the Beneficiary to Franchisor. Therefore, each Guarantor will pay the Franchisor, on demand and without offset, any sum due to the Franchisor by the Beneficiary arising out of or related to the Franchise Agreement. Guarantor further will pay all costs of collection including reasonable attorney's fees.

This Guaranty will be a continuing and irrevocable guaranty and indemnity for indebtedness of the Beneficiary. The Guarantor will, to the extent permitted by law, waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, along with the right to require Franchisor to proceed against the Beneficiary. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of any Agreement between Franchisor and Beneficiary. Guarantor authorizes Franchisor to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing creditworthiness.

This Guaranty is unlimited and will remain in force for ten (10) years from date of execution of the Beneficiary's franchise agreement. Guarantor may revoke this Personal Guaranty only by providing Franchisor written notice via certified mail of its intent to revoke. Revocation will not relieve any obligations incurred prior to receipt of such notice subject to the limit set forth above. Subsequent agreements and credit applications will not serve to alter, supersede or otherwise modify this Personal Guaranty.

Electronic signatures will be deemed valid having the same legal as if it were physically executed. Use of an electronic signature will be consistent with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Each Guarantor signifies the intent to be bound to the terms of this Guaranty by affixing their signatures in the space provided below.

Guarantor 1(Signature)	Printed Name	Date
Guarantor 2(Signature)	Printed Name	Date

ATTACHMENT 4

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

(For execution by Franchisee's owners and managers)

In consideration of my position as _____ of _____ (the "Franchisee"), access to Confidential Information (as defined below), and other good and valuable consideration, receipt of which is acknowledged, I hereby acknowledge and agree that:

1. MONEY CFO, INC. (the "Franchisor"), as the result of the expenditure of time, skill, effort, and money, has developed, and continues to develop, a distinctive system relating to the establishment, operation, and promotion of MONEY CFO businesses to offer personal and business tax and accounting services and related products and services, and all of which may be changed, improved and further developed by Franchisor from time to time (the "System").
2. As an owner or manager of the Franchisee, I will receive valuable confidential information, disclosure of which would be detrimental to the Franchisor and the Franchisee, such as information relating to the Operations Manual, customer lists, customer contact information, cost data, methods or strategies, or other know-how of the Franchisor and the System related to the establishment and operation of a MONEY CFO business, which are beyond the present skills and experience possessed by me ("Confidential Information"). This list of confidential matters is illustrative only, and does not include all matters considered confidential by the Franchisor and the Franchisee.
3. I will hold in strict confidence all information designated by the Franchisor or the Franchisee as confidential. Unless the Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as an employee of the Franchisee. My undertaking not to disclose Confidential Information is a condition of my position with the Franchisee and continues even after I cease to be in that position.
4. While in my position with the Franchisee, I will not do anything which may injure the Franchisee or the Franchisor, such as (a) divert or attempt to divert any present or prospective business or customer of any MONEY CFO franchised business to any competitor, by direct or indirect inducement or otherwise; (b) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Franchisor's marks and the System; or (c) employ or seek to employ any person who is at that time been employed by the Franchisor or any franchisee of the Franchisor (including the Franchisee), or otherwise directly or indirectly induce such person to leave his or her employment.
5. While in my position with the Franchisee and for two (2) years after I cease to be in my position with the Franchisee, I will not own, maintain, operate, engage in, be employed by, provide any assistance or advise to, or have any interest in (as owner or otherwise) any business that: (a) offers or sells personal or business tax and accounting services and related products or services that are the same as or similar to the products or services being offered by MONEY CFO businesses operating under the System; and (b) is, or is intended to be, located at or within: (1) the Franchisee's Territory, the boundaries of which I acknowledge have been described to me; (2) a radius of twenty-five (25) miles from the boundaries of the Franchisee's Territory; or (3) a radius of twenty-five (25) miles of any business operating under the Franchisor's marks.
6. The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisor and/or the Franchisee may apply for the issuance of an injunction preventing me from violating this Agreement in addition to any other remedies it may have under this Agreement, at law or in equity; and I agree to pay the Franchisor and the Franchisee all the costs it/they incur/s, including without limitation attorneys'

fees, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisor and the Franchisee, any claim I have against the Franchisor or the Franchisee is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement. If any part of this Agreement is held invalid by a court or agency having valid jurisdiction, the rest of the Agreement is still enforceable and the part held invalid is enforceable to the extent found reasonable by the court or agency. I agree that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, and that such meaning has been explained to me.

7. The Franchisor may, in its sole discretion, reduce the scope of any covenant set forth in this Agreement, without my consent, effective immediately upon my receipt of written notice thereof; and I agree to comply with any covenant as so modified.

IN WITNESS OF THIS AGREEMENT, the parties hereto have duly executed this Agreement in duplicate on the date first above written.

Franchisee	Manager/Owner
Signature	Signature
Name	Name
Title	Title
Address	Address
Date	Date

ATTACHMENT 5 TO FRANCHISE AGREEMENT
EXAMPLE FORMS

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

(For execution by Franchisee's employees with access to Confidential Information)

In consideration of my position as _____ of _____ (the "Franchisee"), access to Confidential Information (as defined below), and other good and valuable consideration, receipt of which is acknowledged, I hereby acknowledge and agree that:

1. MONEY CFO, INC. (the "Franchisor"), as the result of the expenditure of time, skill, effort, and money, has developed, and continues to develop, a distinctive system relating to the establishment, operation, and promotion of MONEY CFO businesses to offer personal and business tax and accounting services and related products and services, and all of which may be changed, improved and further developed by Franchisor from time to time (the "System").
2. As an employee of the Franchisee, I will receive valuable confidential information, disclosure of which would be detrimental to the Franchisor and the Franchisee, such as information relating to the Operations Manual, customer lists, customer contact information, cost data, methods or strategies, or other know-how of the Franchisor and the System related to the establishment and operation of a MONEY CFO business, which are beyond the present skills and experience possessed by me ("Confidential Information"). This list of confidential matters is illustrative only, and does not include all matters considered confidential by the Franchisor and the Franchisee.
3. I will hold in strict confidence all information designated by the Franchisor or the Franchisee as confidential. Unless the Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as an employee of the Franchisee. My undertaking not to disclose Confidential Information is a condition of my position with the Franchisee, and continues even after I cease to be in that position.
4. While in my position with the Franchisee, I will not do anything which may injure the Franchisee or the Franchisor, such as (a) divert or attempt to divert any present or prospective business or customer of any MONEY CFO franchised business to any competitor, by direct or indirect inducement or otherwise; (b) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Franchisor's marks and the System; or (c) employ or seek to employ any person who is at that time been employed by the Franchisor or any franchisee of the Franchisor (including the Franchisee), or otherwise directly or indirectly induce such person to leave his or her employment.
5. While in my position with the Franchisee, I will not own, maintain, operate, engage in, be employed by, provide any assistance or advise to, or have any interest in (as owner or otherwise) any business that: (a) offers or sells personal and business tax and accounting services and related products or services that are the same as or similar to the products or services being offered by MONEY CFO businesses operating under the System; and (b) is, or is intended to be, located at or within: (1) the Franchisee's Territory, the boundaries of which I acknowledge have been described to me; (2) a radius of ten (10) miles from the boundaries of the Franchisee's Territory; or (3) a radius of ten (10) miles of any business operating under the Franchisor's marks.
6. While in my position with the Franchisee and for twelve (12) months after I cease to be in my position with the Franchisee, I will not directly or indirectly solicit, induce, or otherwise cause a customer or client of Franchisee, with which I provided tax or accounting services while in my position with Franchisee, to use or purchase tax or accounting services from any business other than the Franchisee, or to discontinue their patronage of the Franchisee's services.
7. The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisor and/or the

Franchisee may apply for the issuance of an injunction preventing me from violating this Agreement in addition to any other remedies it may have under this Agreement, at law or in equity; and I agree to pay the Franchisor and the Franchisee all the costs it/they incur/s, including without limitation attorneys' fees, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisor and the Franchisee, any claim I have against the Franchisor or the Franchisee is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement. If any part of this Agreement is held invalid by a court or agency having valid jurisdiction, the rest of the Agreement is still enforceable and the part held invalid is enforceable to the extent found reasonable by the court or agency. I agree that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, and that such meaning has been explained to me.

8. The Franchisor may, in its sole discretion, reduce the scope of any covenant set forth in this Agreement, without my consent, effective immediately upon my receipt of written notice thereof; and I agree to comply with any covenant as so modified.

IN WITNESS OF THIS AGREEMENT, the parties hereto have duly executed this Agreement in duplicate on the date first above written.

Franchisee	Employee
Signature	Signature
Name	Name
Title	Title
Address	Address
Date	Date

RELEASE

[EXAMPLE FORM ONLY]

THIS RELEASE is made and given by _____, (“Releasor”) with reference to the following facts:

1. Releasor and MONEY CFO, INC. d/b/a MONEY CFO (“Releasee”) are parties to one or more Franchise Agreements.
2. The following consideration is given:

_____ the execution by Releasor of a successor Franchise Agreement or other renewal documents renewing the franchise (the “Franchise”); or
_____ Releasor’s consent to Releasee’s transfer of its rights and duties under the Franchise Agreement; or
_____ Releasor’s consent to Releasee’s assumption of rights and duties under the Franchise Agreement; or

_____ [insert description]

3. Release- Franchisee and all Franchises’ guarantors, members, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge Releasee, its past and present agents, employees, officers, directors, members, Area Representatives, Franchisees, successors, assigns and affiliates (collectively “Released Parties”) from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation, known or unknown, which Franchisee could assert against Released Parties or any of them up through and including the date of this Release.
4. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.
5. California Releasor- You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
6. The above Release does not apply to any liabilities arising under the California Franchise Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1 through 23-2-2.7-7, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota franchise laws, the Rhode Island Investment Act, and the Washington Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder.

Approved and agreed to by:

Franchisee	Franchisor
Signature:	
Name:	
Date:	

AUTOMATIC BANK DRAFT AUTHORIZATION
[EXAMPLE FORM ONLY]

Please complete the following with your banking information and attach a voided check:

Company Name: _____

Name of Financial Institution: _____

Address of Financial Institution: _____

Routing Number: _____

Account Number: _____

I hereby authorize MONEY CFO, INC. and the financial institution named above to initiate entries to my checking or savings accounts as identified above in accordance with the terms of my Franchise Agreement and, if necessary, to initiate adjustments for any transactions credited in error. This authority will remain in effect until I notify MONEY CFO, INC. or the above-named financial institution in writing to cancel it in such time as to afford a reasonable opportunity to act on such instructions. I can stop payment of any entry by notifying the above-named financial institution at least three (3) days before my account is scheduled to be charged. I can have the amount of an erroneous charge immediately credited to my account for up to fifteen (15) days following issuance of my statement by the above-referenced financial institution or up to sixty (60) days after deposit, whichever occurs first.

Signature: _____

Printed Name of Person Signing: _____

Title (if any): _____

Application Date: _____

Telephone Number: _____

Applicant's Address: _____

BUSINESS CONVERSION ADDENDUM

[For execution only if you are converting an existing accounting business to a MONEY CFO Franchised Business]

This Business Conversion Addendum (this “Addendum”) is to that certain Franchise Agreement (the “Agreement”) by and between MONEY CFO, INC. d/b/a MONEY CFO (“Franchisor”, “we” or “us”) and the corporate entity and all Principals identified on the signature page, in their personal capacity (“Franchisee”, “you” or “your”) and is Effective on _____.

Capitalized terms and references to sections that are not defined in this Addendum have the meanings as set forth in the Agreement. The Franchisor and Franchisee may be referred to individually as a “Party” or collectively as the “Parties”.

Recitals

WHEREAS; Franchisor and Franchisee entered into the Agreement simultaneously with the execution of this Addendum; and

WHEREAS; Franchisee desires that certain changes be made to the Agreement which are in, Franchisee's view, more favorable to Franchisee; and

WHEREAS; Franchisor is willing to agree to Franchisee’s request that certain changes be made to the Agreement; and

Terms

NOW, THEREFORE; In consideration of mutual promises, the sufficiency and adequacy of which is hereby acknowledged, Franchisor and Franchisee will be bound as follows:

1. **Addendum Governs.** Except as expressly provided herein, the terms and conditions of the Agreement will govern the relationship of the parties to this Addendum. To the extent that the terms of this Addendum are inconsistent with any of the terms or conditions of the Agreement, the terms of this Addendum shall take precedence and govern.
2. **Business Conversion Royalty Exemption.** Section 4.2 of the Agreement is amended to add: "Contingent upon Franchisee's conversion of an existing independently owned and operated accounting firm (a business that performs certified public accounting services for third parties as defined by the American Institute of Certified Public Accountants) located at _____ into a Money CFO Franchised Business (as a "Business Conversion") and Franchisee's service of all such clientele

through the Money CFO Franchised Business, certain Gross Revenue amounts will be excluded from the monthly Royalty Fee calculation (your "Business Conversion Royalty Exemption Amount" or "BCREA"). As a Business Conversion, Franchisee will only pay the 10% monthly Royalty Fee when the Gross Revenue generated by Franchisee's Money CFO Franchised Business in any given month exceeds the applicable BCREA for that same month, as set forth on the following schedule:

BCREA Schedule	
Month	BCREA
January	\$
February	\$
March	\$
April	\$
May	\$
June	\$
July	\$
August	\$
September	\$
October	\$
November	\$
December	\$

The BCREA functions as a monthly revenue exemption threshold that applies uniformly throughout the entire term of the Franchise Agreement and any renewal or successor agreements. The BCREA does not change over time.

3. **No Effect on Minimum Royalty.** Franchisee and Franchisor acknowledge, understand and agree that this Addendum has no effect on the Minimum Annual Royalty Fee. Even if Franchisee's Gross Revenue does not exceed the BCREA in one or more months, Franchisee's total annual Royalty Fee payments remain subject to reconciliation against the applicable Minimum Annual Royalty Fee amount. The BCREA shall not affect or reduce the Minimum Annual Royalty Fee amount in any way. If Franchisee's cumulative monthly Royalty Fees paid during any calendar year fall below the applicable yearly Minimum Annual Royalty Fee amount, then Franchisee will be required to pay the difference by January 15 following the end of such year.
4. **Signature.** Intending to be bound by all the provisions expressed in this Addendum, the authorized representatives of each party affix his or her signature below to signify acceptance.

Franchisor	Franchisee
Signature	Signature
Name Marton Medina	Name
Title CEO	Title
Date	Date

EXHIBIT C
FINANCIAL STATEMENTS

MONEY CFO, INC

AUDITED FINANCIAL STATEMENTS

Initial Interim Period March 19, 2025 to June 30, 2025

MONEY CFO, INC.

T A B L E O F C O N T E N T S

	Page(s)
Consent of Independent Certified Public Accountant	
Independent Auditor's Report	1
Audited Financial Statements:	
Balance Sheet	3
Statement of Income	4
Statement of Retained Earnings	5
Statement of Cash Flows	6
Notes to Financial Statements	7-8
Certification of Company's Management	A



FERMIN ACCOUNTING PRACTICES
Certified Public Accountant

1536 W. 25th Street
Suite 115
San Pedro, CA 90732

(310) 866-5457
hfermin@ferminaccountingpractices.com
www.ferminaccountingpractices.com

Independent Auditor's Report

To the Board of Directors of
Money CFO, Inc.
Duarte, CA

Opinion

I have audited the accompanying financial statements of Money CFO, Inc. (a California corporation), which comprise the initial interim period March 19, 2025 through June 30, 2025 with balance sheet as of June 30, 2025 and the related statements of income, retained earnings, and cash flows for the initial interim period then ended, and the related notes to the financial statements.

In my opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Money CFO, Inc. as of the initial interim period ending June 30, 2025 and the results of its operations and its cash flows for the initial interim period then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of Money CFO, Inc. and to meet my other ethical responsibilities, in accordance with the relevant ethical requirements relating to my audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Emphasis of Matter

The financial statements of Money CFO, Inc. for the initial interim period ending June 30, 2025 as indicated above is a start up entity/franchisor and therefore financial statement disclosures will only pertain to the activity of the Company during the initial interim period ending June 30, 2025. Additional information can be found in Note 1: Summary of Significant Accounting Policies.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Money CFO, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Money CFO, Inc.'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 statements.
- Conclude whether, in my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Money CFO, Inc.'s ability to continue as a going concern for a reasonable period of time.

I am 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 I identified during the audit.

Fermin Accounting Practices

San Pedro, CA
September 25, 2025

MONEY CFO, INC.

BALANCE SHEET

Initial Interim Period As of June 30, 2025

ASSETS

Current Assets

Cash in bank	\$15,060
--------------	----------

Total Current Assets	15,060
----------------------	--------

Other Assets	700
--------------	-----

TOTAL ASSETS	\$15,760
---------------------	-----------------

LIABILITIES & SHAREHOLDERS' EQUITY

Liabilities

Current Liabilities

Accounts Payable	\$13,750
------------------	----------

Total Current Liabilities	13,750
---------------------------	--------

Total Liabilities	13,750
-------------------	--------

Shareholders' Equity

Common stock, 100 shares authorized & unissued, no par value	0
--	---

Capital contributions	20,650
-----------------------	--------

Retained earnings	(18,640)
-------------------	----------

Total Shareholders' Equity	2,010
----------------------------	-------

TOTAL LIABILITIES & SHAREHOLDER'S EQUITY	\$15,760
---	-----------------

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

MONEY CFO, INC.

STATEMENT OF INCOME

Initial Interim Period March 19, 2025 to June 30, 2025

Income	\$0
Expenses:	
Bank Service Charges	72
Dues and Subscriptions	18
Marketing & Advertising Expense	
Branding, Design & Development	<u>10,050</u>
Total Marketing & Advertising Expense	<u>10,050</u>
Professional Fees	<u>8,500</u>
Total Expenses	<u><u>18,640</u></u>
Net Income	<u><u>(\$18,640)</u></u>

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

MONEY CFO, INC.

STATEMENT OF RETAINED EARNINGS

Initial Interim Period As of June 30, 2025

Beginning balance, March 19, 2025	\$0
Net loss	<u>(18,640)</u>
Ending balance, June 30, 2025	<u><u>\$(18,640)</u></u>

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

MONEY CFO, INC.

STATEMENT OF CASH FLOWS

Initial Interim Period March 19, 2025 to June 30, 2025

OPERATING ACTIVITIES

Net Income \$(18,640)
Adjustments
to reconcile
Net Income
to net cash
used in
operations:

Accounts
Payable 13,750

Net cash used in Operating Activities

(4,890)

INVESTING ACTIVITIES

Franchise
Trademarks
& Licenses (700)

Net cash used in Investing Activities

(700)

FINANCING ACTIVITIES

Capital
Contributions 20,650

Net cash provided by Financing Activities

20,650

Net cash increase for period

15,060

Cash at March 19, 2025

0

Cash at June 30, 2025

\$15,060

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

MONEY CFO, INC.

NOTES TO THE FINANCIAL STATEMENTS

Initial Interim Period March 19, 2025 to June 30, 2025

Note 1: Summary of Significant Accounting Policies

Organization and Nature of Business

Money CFO Inc. (the Company), a California corporation and start up franchisor of financial, tax, and accounting businesses commencing operations March 19, 2025 with it's first set of audited financial statements through June 30, 2025 as part of it's franchisor application. The Company elected to be a S-Corporation March 19, 2025. The Company operates from its headquarters in Duarte, California.

Basis of Accounting

The financial statements of the Company are prepared using the accrual basis of accounting where revenue is recognized when earned and expenses are recognized as incurred. The basis of accounting conforms to accounting principles generally accepted in the United States of America (U. S. GAAP). Although, as a start up franchisor financial statement disclosures will only pertain to the activity of the Company during the initial interim period March 19, 2025 to June 30, 2025 and currently not generating revenue.

Use of Estimates

The preparation of the Company's financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include cash balances the Company maintains in one financial institution in the U.S. The accounts maintained at the financial institution in the U.S. are guaranteed by the Federal Deposit Insurance Company (FDIC) up to \$250,000.

MONEY CFO, INC.

NOTES TO THE FINANCIAL STATEMENTS

Initial Interim Period March 19, 2025 to June 30, 2025

Note 1: Summary of Significant Accounting Policies, continued

Other Assets

The Company classifies intangible assets, such as, trademarks and licenses, with other assets. Long-term intangible assets are amortized over a period of five years on the straight-line basis.

Income Taxes

As the Company is a start up franchisor and S-Corporation effective March 19, 2025; it is exempt from Internal Revenue Services (IRS) federal income taxes with such taxes passing-through to individual shareholder(s) at the personal level. In addition, the first year of a S-Corporation's tax year-end; being December 31, 2025 for the Company, the California Franchise Tax Board exempts S-Corporation's from the required \$800 minimum tax. Currently, no revenues are being generated with no current revenue projections in place; therefore, no tax accrual required as of June 30, 2025.

Note 2: Related Party Transactions

The Company in regards to franchisor branding, website design, and development services are with a related party in the amount of \$10,050 as of June 30, 2025.

Note 3: Subsequent Events

The Company's management has evaluated subsequent events from the balance sheet date through September 25, 2025, the date at which the financial statements were available to be issued. There were no subsequent events that would require adjustment to or disclosure in these financial statements inclusive of a going concern matter.

EXHIBIT D

MONEY CFO OPERATIONS MANUAL

Table of Contents



Table of Contents

Introduction.....	1
Money CFO Mission and Values	2
Vision and BHAG.....	3
Leadership and Owner’s Toolbox	4
ControlAbility®.....	5
Quad Persona® Framework + Videos.....	7
Controlling the Chaos Concepts + Videos.....	12
Using Chaos’ Kryptonite.....	16
The Three Important I’s of Time.....	22
Your ControlAbility® Calendar.....	25
Goal Setting.....	30
Under the Entrepreneurial Spotlight.....	31
Emerging as an Inspirational Leader.....	32
Blowing Barriers Away.....	33
Prioritization.....	34
Your Business Ecosystem.....	35
Performing Strategic Assessments.....	37
Systems Development and Management.....	39
Organizational Structure & Strategy.....	42
The Nuts and Bolts of a People Plan.....	43
Creating a Draft of Your Dream Team.....	45

Adding Real People to Your Plan.....	47
Your QP Transformation Plan.....	49
Key Performance Indicators.....	51
Money Matters.....	54
Owner Breakeven.....	55
The Money CFO Accounting System.....	60
ControlAbility® of Your Money.....	64
Marketing.....	67
Your Ideal Client.....	68
Segmenting by Demographics/Geographics/Psychographics.....	68
Creating a Product-Market Matrix.....	69
Positioning and Differentiation.....	70
Ingredients of Your Positioning.....	70
Your Products Redefined.....	71
Designing Your Positioning Strategy.....	71
Brand Management.....	72
Marketing Vehicles/Channels.....	80
Your Marketing Strategy.....	82
Management.....	84
Founder's Business Picture Book + Audio Commentary.....	84
Training.....	85
Monitoring.....	86
Enforcement.....	87
Positive Reinforcement.....	88
Systems Management.....	89
Client Fulfillment.....	92
CFO Advisory.....	93

Productized Strategy and Design.....	94
Client Fulfillment Baseline.....	95
Production.....	96
Delivery.....	97
Customer Service.....	99
Human Resources.....	101
Ideal Employee Profile.....	102
Attraction Power.....	105
Recruiting Channels and Messages.....	106
Interview Process.....	107
Your HR Legal Strategic Plan.....	109
Sales.....	112
Sales Funnel.....	113
The Sales Hat.....	116
Sales Tools and Training.....	118
Customer Relationship Management.....	132

Total Pages: 135

EXHIBIT E

FRANCHISED OUTLETS

The following is a list of the names of all franchisees and the addresses and telephone numbers of their outlets as of the end of our last fiscal year, December 31, 2024.

None.

Franchise Agreements Signed But Outlet Not Open as of December 31, 2024:

None.

List of Former Franchisees

The following is a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

None.

EXHIBIT F

**STATE SPECIFIC ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT AND
FRANCHISE AGREEMENT**

CALIFORNIA

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

The Franchise Agreement provide for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 *et. seq.*).

The Franchise Agreement contains covenants not to compete which extend beyond the termination of the agreement. These provisions may not be enforceable under California law.

Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a *et. seq.*, suspending or expelling such persons from membership in such association or exchange.

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

The franchise agreement requires a shortened statute of limitations period. Pursuant to Corporations Code Section 31512, this provision is void, to the extent that it is inconsistent with the provisions of Corporations Code Sections 31303 and 31304.

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

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

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

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

The highest interest rate allowed by law in California is ten percent (10%) annually.

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

Section 26.1 of the Franchise Agreement is not applicable to California franchisees.

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our preopening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

THIS ADDENDA MUST BE EXECUTED SIMULTANEOUSLY WITH THE FRANCHISE AGREEMENT.

Franchisor	Franchisee
Signature	Signature
Name	Name
Title	Title
Date	Date

EXHIBIT G
STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

State:	Effective Date:
California	PENDING
Hawaii	Not Applicable
Illinois	Not Applicable
Indiana	Not Applicable
Maryland	Not Applicable
Michigan	Not Applicable
Minnesota	Not Applicable
New York	Not Applicable
North Dakota	Not Applicable
Rhode Island	Not Applicable
South Dakota	Not Applicable
Virginia	Not Applicable
Washington	Not Applicable
Wisconsin	Not Applicable

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

EXHIBIT H **RECEIPT**

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Money CFO Inc. 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 Money CFO Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

Issuance Date: October 1, 2025

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
☒ Marton Medina, 1900 Royal Oaks Drive, Duarte, CA 91010, (626) 244-8420
☐ _____ Money CFO, 1900 Royal Oaks Drive, Duarte, CA 91010, (626)244-8420

I received a Disclosure Document dated October 1, 2025, that included the following Exhibits:

EXHIBIT A: List Of State Franchise Administrators And Agents For Service Of Process

EXHIBIT B: Franchise Agreement

ATTACHMENT 1:	Territory
ATTACHMENT 2:	Disclosure of Principals
ATTACHMENT 3:	Personal Guaranty
ATTACHMENT 4:	Confidentiality and Non-Competition (owners/managers)
ATTACHMENT 5:	Example Forms: Confidentiality and Non-Competition (employees); Release; Bank Authorization

EXHIBIT C: Financial Statements

EXHIBIT D: Operations Manual Table of Contents

EXHIBIT E: Outlets as of the date of this Disclosure Document

EXHIBIT F: State Addenda

EXHIBIT G: State Effective Dates

EXHIBIT H: Receipt

Date:
Name:
Signature:

FOR OUR RECORDS

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Money CFO Inc. 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 Money CFO Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

Issuance Date: October 1, 2025

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
☒ Marton Medina, 1900 Royal Oaks Drive, Duarte, CA 91010, (626) 244-8420
☐ _____ Money CFO, 1900 Royal Oaks Drive, Duarte, CA 91010, (626)244-8420

I received a Disclosure Document dated October 1, 2025, that included the following Exhibits:

EXHIBIT A: List Of State Franchise Administrators And Agents For Service Of Process

EXHIBIT B: Franchise Agreement

ATTACHMENT 1:	Territory
ATTACHMENT 2:	Disclosure of Principals
ATTACHMENT 3:	Personal Guaranty
ATTACHMENT 4:	Confidentiality and Non-Competition (owners/managers)
ATTACHMENT 5:	Example Forms: Confidentiality and Non-Competition (employees); Release; Bank Authorization

EXHIBIT C: Financial Statements

EXHIBIT D: Operations Manual Table of Contents

EXHIBIT E: Outlets as of the date of this Disclosure Document

EXHIBIT F: State Addenda

EXHIBIT G: State Effective Dates

EXHIBIT H: Receipt

Date:
Name:
Signature:

FOR YOUR RECORDS