FRANCHISE DISCLOSURE DOCUMENT

Ninja Nation Fitness Group, LLC
A Delaware limited liability company
558 Castle Pines Pkwy.
Unit B4-109
Castle Pines, Colorado 80108
(970) 632-2888
Ninjanation.com
franchise@ninjanation.com

The franchise offered is to develop and operate a Business under the "Ninja Nation®" name and other trademarks that provides obstacle course arenas for youth and adults to play, train and compete.

The total investment necessary to begin operation of a new Ninja Nation Business is $791,500 - $1,295,000. This includes $654,500 to $904,500 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation under a Multi-Unit Development Agreement for two to ten Ninja Nation Businesses is $831,500 to $1,547,500. This includes $694,500 to $1,157,000 that must be paid to the franchisor or 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 availability of disclosures in different formats, contact Lucas Clarke, VP of Marketing at 558 Castle Pines Pkwy., Unit B4-109, Castle Pines, Colorado 60108 (970) 632-2888 or franchise@ninjanation.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 an accountant.

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

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

Issuance Date: April 29, 2022.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchises. You can find their names and contact information in Item 20 or Exhibit H.
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 A 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 Ninja Nation 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 Ninja Nation franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Colorado. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Colorado 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 a longer operating history.

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

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

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

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa, Lansing, Michigan 48933
(517) 335-7567

Notwithstanding paragraph (f) above, we intend to enforce fully the provisions of the arbitration section of our Franchise Agreement. We believe that paragraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration provision. If you acquire a franchise, you acknowledge that we will seek to enforce that section as written, and that the terms of the Franchise Agreement will govern our relationship with you, including the specific requirements of the arbitration section.

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

The Franchisor

The franchisor is Ninja Nation Fitness Group, LLC ("we," "us," or "our"). "You" means the entity to which we grant a franchise and, if applicable, development rights. Your owners must sign our "Guaranty and Assumption of Obligations." This means all of our Franchise Agreement's provisions (Exhibit B) also will apply to your owners.

We are a Delaware limited liability company which was formed in June 2019. Our principal business address is 558 Castle Pines Pkwy, Unit B4-109, Castle Pines, Colorado 80108. We conduct business primarily under our limited liability company name, the "Ninja Nation®" trademark, and no other name. We have no predecessors. Our direct parent company currently is Ninja Nation, LLC ("Ninja Nation LLC") which shares our principal business address.

Ninja Nation LLC owns the trademarks, operating systems, and other intellectual property we license to franchisees. It has licensed that intellectual property to us for use in our franchise program. Ninja Nation LLC owns and operates three (3) Ninja Nation Businesses, two (2) of which are located in Colorado and one (1) in Texas, and operates five (5) stand-alone mobile units. Our affiliate, Ninja Nation Equipment Group, LLC, which also shares our principal business address, provides the initial obstacle equipment packages to franchisees, as well as the on-going obstacles. We have no other affiliates currently disclosable in this Item 1. If we have an agent in your state for service of process, we disclose that agent in Exhibit E. Our affiliates do not offer franchises in this or any other line of business.

The Franchise Offered

We grant franchises to develop and operate a Business identified by the Marks (defined below) that currently provides world-class obstacle course arenas identified by the Marks (defined below) for youth and adults to play, train, compete and develop skills, strength and confidence (the "Business"). We call these Businesses "Ninja Nation Businesses." Ninja Nation Businesses feature coach led classes, open gyms, birthday parties, special events, field trips, summer and day camps and a mobile obstacle course. You must also acquire a Ninja Nation mobile unit ("Mobile Unit") in connection with the operation of the Business, in accordance with the Mobile Unit Addendum to Franchise Agreement which is attached to the Franchise Agreement. In this disclosure document, we refer to your Ninja Nation Business, which includes your operation of the Mobile Unit, as the "Business." Ninja Nation Businesses operate under trademarks, service marks, and other commercial symbols we periodically designate, including "Ninja Nation®" (the "Marks"), and the mandatory and suggested specifications, standards, operating procedures, and rules we periodically specify for Ninja Nation Businesses ("Brand Standards"). Your Business must offer the services and products we specify.

We also may grant multi-unit development rights to qualified franchisees, which then may develop a minimum of two Ninja Nation Businesses within a defined territory according to a pre-determined development schedule. Those franchisees may open and operate their Ninja Nation Businesses directly or through "Controlled Affiliates." Our Multi-Unit Development Agreement ("MUDA") is attached to this disclosure document as Exhibit C. Franchisees signing our MUDA

must sign our then-current form of Franchise Agreement for each additional Ninja Nation Business they develop under that MUDA. That form may differ substantially and materially year to year from the first Franchise Agreement they sign for their first Ninja Nation Business to be developed (our current version of Franchise Agreement is disclosed in this disclosure document).

We have offered franchises and development rights for Ninja Nation Businesses since August 2019. We have no other business activities and have not offered franchises in other lines of business. We have never operated a Ninja Nation Business (although one of our affiliates has owned and operated Ninja Nation Businesses since the first quarter of 2018).

Your Business will offer services and products to the general public throughout the year. The market for Businesses is developing. You will face competition from other Businesses, including fitness businesses, family entertainment centers and recreational activity centers. Other Ninja Nation Businesses located outside your area of protection, but which market and advertise in your market, also might compete with your Business.

Laws and Regulations

We are not aware of any specific laws or regulations specific to our industry or the operation of a Ninja Nation business; however, most states and local jurisdictions have enacted laws, rules, and regulations that might particularly impact the operation of Businesses such as Occupational Safety and Health Administration (OSHA) regulations and regulations associated with the Americans with Disabilities Act. You must comply with these laws and with laws applying generally to all businesses. You must also comply with all local, state and federal laws of general applicability to all businesses, such as laws related to employee compensation, business licensure, minimum wage laws and health and sanitation laws. You should investigate these laws and regulations when evaluating your franchise acquisition.

Item 2
BUSINESS EXPERIENCE

Founder and Chief Executive Officer: Wayne Cavanaugh

Mr. Cavanaugh is our founder and has been our Chief Executive Officer since our inception. He also has served as the founder and Chief Executive Officer of Ninja Nation, LLC in Castle Pines, Colorado, since September 2017. He was previously employed by Global Employment Solutions in Lone Tree, Colorado from August 2011 to February 2017, ultimately serving as the President and Chief Executive Officer.

Vice President of Marketing: Lucas Clarke

Mr. Clarke has been our Vice President of Marketing since our inception. Mr. Clarke has also acted as Vice President of Marketing for Ninja Nation, LLC in Castle Pines, Colorado since March 2018. He was the Vice President of Marketing for Mad Greens in Golden, Colorado from December 2005 until March 2018.

Creative Director: Geoff Britten

Mr. Britten has been our Creative Director since our inception. Since January 2018, Mr. Britten has also served as Creative Director for Ninja Nation, LLC in Castle Pines, Colorado. He worked freelance as a broadcast media professional in Baltimore, Maryland from January 1998 until January 2018.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

Item 5
INITIAL FEES

Franchise Agreement

You must pay us a $49,500 initial franchise fee in a lump sum when you sign the Franchise Agreement for your first Business. In addition, if you demonstrate that you are an honorably discharged military veteran, we will reduce the initial franchise fee for your first Territory by 10%. Except for this discount, the initial franchise fee is uniformly calculated and imposed. The initial franchise fees paid are not refundable under any circumstances.

In addition, within 7-days of signing of the Franchise Agreement, you must pay our affiliate, Ninja Nation Equipment Group, LLC, for the design and procurement of the obstacle courses for the Business, which includes the Mobile Unit and the coordination and oversight of delivery and set-up of the obstacle courses and the party room areas. You must also pay Ninja Nation Equipment Group, LLC a project management fee for these services in the amount of $25,000 within 7-days of signing the Franchise Agreement. You must provide your own personnel for the actual set-up and installation of the obstacle courses and party room areas. If you fail to sign a lease or open the Business in accordance with the timetable set forth in the Franchise Agreement and/or the MUDA, Ninja Nation Equipment Group, LLC may refund to you 50% of the project management fee paid for each location. Except as set forth herein, the project management fee is not refundable.

You will be required to order the initial equipment package, including all obstacles from our affiliate, Ninja Nation Equipment Group, LLC. The cost of the initial equipment package ranges from approximately $500,000 to $750,000 depending on the size of the arena floor, total number of obstacles, ground obstacle quantities, paddling requirements and other options. The equipment package is non-refundable and must be paid in full after the lease is signed and the design process is completed. You will also be obligated to pay Ninja Nation Equipment Group, LLC the amount of $80,000, within 7-days of signing of the Franchise Agreement, to cover the

cost of the Ninja Nation mobile equipment ("Mobile Unit"). This amount is non-refundable unless you are unable to sign a lease for the Ninja Nation Business in accordance with the terms of the Franchise Agreement. In such event, we will return 50% of the Mobile Unit payment to you.

Multi-Unit Development Agreement

If you sign our MUDA because you commit to develop multiple Ninja Nation Businesses in a territory, we currently charge a development fee as shown below:

Number of Ninja Nation Businesses	Franchise Fee	Total
1	$49,500	$49,500
2	$40,000	$89,500
3	$30,000	$119,500
4	$29,500	$149,000
5	$29,000	$178,000
6	$28,000	$206,000
7	$27,000	$233,000
8	$25,000	$258,000
9	$23,000	$281,000
10	$21,000	$302,000

We will identify the number of Businesses you must develop, and you will pay the appropriate Development Fee as determined by the table above when you sign the MUDA. The development fee is uniform and is not refundable under any circumstances.

Item 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty	7% of Business' weekly Gross Revenue[2]	Due by Wednesday of each calendar week[4]	
Technology Fee	1% of weekly Gross Revenue [3]	Due by Wednesday of each calendar week[4]	Upon reaching $1,000,000 in Gross Revenue in each calendar year, your Technology Fee will be waived for the remainder of the calendar year.

Type of Fee[1]	Amount	Due Date	Remarks
Brand Fund Contributions	Up to 2% of Business' weekly Gross Revenue	Due by Wednesday of each calendar week	We currently do not collect Brand Fund Contributions, but reserve the right to do so with a 30 day written notice.
Local Marketing Spend	No less than $2,000 per month[5]	Payable monthly	This amount may be increased up to 2% for each year of the Franchise Agreement term.
Cooperative Contributions[4]	An amount we specify up to 1% of Business' monthly Gross Revenue	As specified	We have not yet formed any Cooperatives and do not yet require Cooperative contributions. Footnote 4 below describes your local advertising obligations.
Equipment Update Fee	$4,500	Quarterly	During each calendar quarter, you must spend at least $4,500 to replace equipment or obstacles or add new obstacles as we require.
Successor Franchise Fee	$5,000	When you sign successor franchise agreement (if you have that right)	
Transfer Fee	$10,000	Upon transfer	
Ongoing and Supplemental Training and Assistance	Our then-current fee for ongoing and supplemental training (not to exceed $500 per trainer per day, plus our expenses)	As incurred	We may charge you for ongoing and supplemental training.
Retraining of Managers	Our then-current retraining fee which is currently $5,000	As incurred	Due if any of the attendees at initial training fail to pass the initial training and another attendee must be trained in his/her place or if you must send another manager to initial training due to turnover in ongoing operations.
Mystery Shops	You must reimburse us for our reasonable expenses up to $250 per month	As incurred	In the event we establish a systemwide program

Type of Fee[1]	Amount	Due Date	Remarks
Product and Service Purchases	Varies depending on products and services you buy from us or our affiliates	As incurred	You must buy certain products and services from us or our affiliates, including all non-food retail merchandise, from designated or approved distributors and suppliers, or according to our standards and specifications. If we or our affiliates sell products or services to you during the franchise term that are not already addressed in this Item 6 (or Item 5), we or our affiliates will provide advance notice of the applicable prices.
Testing and Evaluation Costs	Projected testing/evaluation costs (amount depends on circumstances, including supplier's location, testing required, and item involved)	As incurred	Covers costs of testing new products/services or inspecting new suppliers you propose.
Relocation	25% of the then-current initial franchise fee	As incurred	Due only if you relocate Business with our approval.
Inspection Fee	Actual costs of first follow-up audit (including our personnel's wages and travel, hotel, and living expenses) $2,500 for the second and each follow-up evaluation we make and for each inspection you specifically request	As incurred	This fee shall be incurred only if we conduct an inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Interest	Lesser of 1.5% per month or highest commercial contract interest rate law allows	When invoiced	Due on past due amounts.
Administrative Fee	$250	When invoiced	Due for each late or dishonored payment.

Type of Fee[1]	Amount	Due Date	Remarks
Non-Compliance Fee	$250 per violation	When billed	Due if you deviate from contractual requirement, including Brand Standard. This compensates us for administrative and management costs, not for our damages due to your default.
Costs and Attorneys' Fees	Varies under circumstances and depends on nature of your non-compliance	As incurred	Due when you do not comply with Franchise Agreement.
Indemnification	Varies under circumstances and depends on nature of third-party claim	As incurred	You must reimburse us for all claims and losses arising out of (i) Business's construction, design, or operation, (ii) the business you conduct under Franchise Agreement, (iii) your non-compliance or alleged non-compliance with any law, (iv) a data security incident, or (v) your breach of Franchise Agreement.
Management Fee	Up to 10% of Gross Revenue, plus any out-of-pocket expenses incurred in connection with Business' management	As incurred	Due if we assume Business' management in certain situations, including your default.
Remedial Expense	Out-of-pocket cost reimbursement	As incurred	You must reimburse our costs of correcting any deficiencies at the Business or in its operation (short of our taking over management) if you fail to do so.
Tax Reimbursement	Out-of-pocket cost reimbursement	As incurred	You must reimburse us for taxes we must pay any state taxing authority on account of either your operation or your payments to us (except for our income taxes).
Insurance Reimbursement	Out-of-pocket cost reimbursement	As incurred	You must reimburse our costs if we obtain insurance coverage for Business because you fail to do so.
De-Identification Fee	Cost reimbursement	As incurred	You must reimburse our costs of de-identifying your Business if you fail to do so.

Notes:

1. Except as noted above, no fee is refundable. Except as noted above, all fees are collected by us and are payable to us. The fees described above are our current offering and generally are uniformly imposed.

2. "Gross Revenue" means the aggregate amount of all revenue and other consideration generated from any source, including revenue and other consideration generated from selling services, products, and merchandise; other types of revenue you receive, including the proceeds of business interruption insurance; and (if we allow barter) the value of services, products, and merchandise bartered in exchange for the Business' services, products, or merchandise. All transactions must be entered into the Computer System at the full, standard retail price for purposes of calculating Gross Revenue. However, Gross Revenue excludes: (i) federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority; (ii) proceeds from insurance, excluding business interruption insurance; and (iii) proceeds from any civil forfeiture, condemnation, or seizure by government entities. In addition, Gross Revenue is reduced by the value of promotional or marketing discounts offered to the public (with our prior approval) and the amount of any credits provided in compliance with our policies. Each charge or credit sale will be treated as a sale for the full price on the day the charge or sale is made, regardless of when you receive payment (whether full or partial, or at all) on that sale. Revenue from gift cards we approve for sale at Ninja Nation Businesses is included in Gross Revenue when the gift card is purchased. Your Business may not issue or redeem any gift certificates, coupons, or gift, loyalty, or similar cards unless we first approve in writing their form and content and your proposed issuing and honoring/redemption procedures. We may grant or withhold our approval as we deem best.

3. Each calendar week currently begins on Monday and ends on Sunday, although we may change the first and last days of each calendar week for Royalty (and other payment) calculation purposes. You must sign and send us the documents we periodically require, or enable the electronic mechanism, authorizing us to debit your business checking or other account automatically for the Royalty, Technology Fee, Brand Fund contribution, and other amounts due under the Franchise Agreement or otherwise. If we institute an automatic debit program for the Business, we will debit your account on or before the payment due date for the Royalty, Technology Fee, Brand Fund contribution, and other amounts due. Funds must be available in the account for withdrawal. You must reimburse any "insufficient funds" charges and related expenses we incur due to your failure to maintain sufficient funds in your bank account.

   If you fail to report the Business's Gross Revenue when required, we may debit your account for 125% of the Royalty, Technology Fee and Brand Fund contribution we debited for the previous payment period. If the amount we debit is less than the amount you actually owe us (once we determine the Business's actual Gross Revenue), we will debit your account for the balance due on the day we specify. If the amount we debit is greater than the amount you actually owe us (once we determine the Business's actual Gross Revenue), we will credit the excess, without interest, against the amount we may debit for the following payment period.

4. We may designate a geographic area for an advertising cooperative (a "Cooperative"). The Cooperative's members in any area are the owners of company-owned and franchisee-owned Ninja Nation Businesses located and operating in that area (including us and our affiliates, if applicable). We may require you to a maximum of 1% of the Business's

monthly Gross Revenue to the Cooperative. Ninja Nation Businesses that we and our affiliates own in the Cooperative's area will contribute at the same rate. All of your Cooperative dues count toward your Local Marketing Spending Requirement for the Business but not toward your market introduction program or required Brand Fund contributions.

5. You currently must spend at least $2,000 per month on Marketing Materials (defined as advertising, marketing, and promotional formats and materials) and advertising, marketing, and promotional programs for the Business (the "Local Marketing Spending Requirement"). We will credit any Cooperative contributions toward the Local Marketing Spending Requirement. However, we do not count the market introduction program or Brand Fund contributions toward this minimum obligation. We may review your books and records and have you send us reports to determine your advertising, marketing, and promotion expenses. If you fail to spend (or prove that you spent) the Local Marketing Spending Requirement, we may require you to contribute the shortfall to the Brand Fund.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Franchise Agreement

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee[(1)]	$49,500	Lump sum	When you sign Franchise Agreement	Us
Lease, Utility & Security Deposits[(2)]	$5,000 - $15,000	As agreed	As incurred	Landlord and Third Party Suppliers
Professional Fees[(3)]	$20,000	As incurred	As incurred	Third Party Suppliers
Leasehold Improvements[(4)]	$0 - $200,000	Lump sum	As incurred	Third Party Suppliers
Project Management Fee[(5)]	$25,000	Lump sum	At seven (7) days of signing Franchise Agreement	Us or our Affiliate
Facility Occupancy Costs (3 Months)[(6)]	$25,000- $45,000	As incurred	As incurred	Landlord
Signage & Interior Graphics [(7)]	$25,000	As incurred	As incurred	Third-Party Suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Arena Equipment and Set-Up[8]	$500,000 - $750,000	As incurred	As incurred	Our Affiliate and Third Party Suppliers
Ninja Nation Mobile Equipment[9]	$83,000	As incurred	At seven (7) days of signing Franchise Agreement	Our Affiliate and Third Party Suppliers
Other Equipment and Fixtures[10]	$35,000 - $50,000	Lump sum	As incurred	Third party Suppliers
Business Licenses & Permits[11]	$2,500	Lump sum	As incurred	Third Party Suppliers
Initial Inventory[12]	$3,500 - $6,500	As incurred	As Incurred	Our Affiliate and Third Party Suppliers
Insurance Deposit [13]	$1,000 - $3,000	As incurred	As incurred	Insurance Broker
Training Expenses[14]	$2,000 - $5,500	As incurred	As incurred	Third Party Suppliers
Grand Opening Advertising[15]	$15,000	As incurred	As incurred	Third Party Suppliers
Additional Funds – 3 Months[16]	$20,000	As incurred	As incurred	Employees, Suppliers, Other Third Parties, and Us
TOTAL ESTIMATED INITIAL INVESTMENT[17]	$791,500- $1,295,000			

B. Multi-Unit Development Agreement

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
	$89,500 (For 2 Ninja Nation Businesses)			

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Development Fee	$119,500 (For 3 Ninja Nation Businesses)	Lump sum	When you sign the MUDA	Us
	$149,000 (For 4 Ninja Nation Businesses)			
	$178,000 (For 5 Ninja Nation Businesses)			
	$206,000 (For 6 Ninja Nation Businesses)			
	$233,000 (For 7 Ninja Nation Businesses)			
	$258,000 (For 8 Ninja Nation Businesses)			
	$281,000 (For 9 Ninja Nation Businesses)			
	$302,000 (For 10 Ninja Nation Businesses)			
Initial Investment to Open Initial Business[18]	$742,000 - $1,245,500	See Preceding Table for Your Estimated Initial Investment Under a Franchise Agreement		
TOTAL ESTIMATED INITIAL INVESTMENT[17]	$831,500 - $1,335,000 (For 2 Ninja Nation Businesses)			
	$861,500 - $1,365,000 (For 3 Ninja Nation Businesses)			
	$891,000 - $1,394,500 (For 4 Ninja Nation Businesses)			
	$920,000 - $1,423,500 (For 5 Ninja Nation Businesses)			
	$948,000 - $1,451,500 (For 6 Ninja Nation Businesses)			
	$975,000 - $1,478,500 (For 7 Ninja Nation Businesses)			

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
	$1,000,000 - $1,503,500 (For 8 Ninja Nation Businesses)			
	$1,023,000 - $1,526,500 (For 9 Ninja Nation Businesses)			
	$1,044,000 - $1,547,500 (For 10 Ninja Nation Businesses)			

- Except for security and utility deposits, no expenditure in these tables are refundable. Neither we nor our affiliates will finance any part of your initial investment.

Notes:

1. The initial franchise fee is $49,500 if you acquire franchise rights for just one Ninja Nation Business. No separate initial investment, other than the development fee, is required when you sign the MUDA, although you of course must build the first Ninja Nation Business at a cost estimated to range as described in the chart above.

2. A standard Ninja Nation Business occupies approximately 11,000 to 20,000 square feet of leased space in a shopping center or warehouse/flex space. Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors. Rents vary from market to market and likely will be higher in large metropolitan areas than in suburban markets and smaller metropolitan areas.

3. You must use an architect and a general contractor we approve or designate for the Business' construction and development. We also expect that you will retain an accountant and attorney to assist with the establishment of your business.

4. Leasehold improvements include all costs associated with the build-out of the facility, net of landlord contributions.

5. The Project Management Fee is further described in Item 5 and is paid to our affiliate, Ninja Nation Equipment Group, LLC.

6. The Facility Occupancy Costs covers rent for the first three months of operation.

7. Signage & Interior Graphics covers the design, procurement and installation of all signs and graphics at the Business and includes the wrapping of the truck which transports the Mobile Unit.

8. Arena equipment includes the purchase and set-up of all equipment and obstacle course installation, including labor costs. Arena equipment, including obstacles, is ordered through Ninja Nation Equipment Group, LLC. You will be responsible for obtaining labor necessary for installation of the arena equipment.

9. Mobile Equipment includes the $80,000 cost of the Mobile Unit which is paid to our affiliate, Ninja Nation Equipment Group, LLC, as well as the costs associated with leasing or purchasing a truck approved by us to carry and transport the Mobile Unit. We estimate that the costs associated with leasing or purchasing the truck for 3-months of operation will be $3,000.

10. Other Equipment includes but is not limited to, mops, buckets, janitorial soap dispensers, security camera racks.

11. This covers business and operating licenses and occupancy and construction permits.

12. Initial Inventory covers all retail and concession items.

13. You are required to maintain certain insurance respecting the operations of the Franchised Business. 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 cost of your insurance coverage will be based on factors outside of our' control. The amount charged for insurance coverage may be significantly more or less than our estimate. This estimate is for the cost of an initial deposit in order to obtain the minimum required insurance. You should check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will wary based on the area in which your franchise will be located, your experience with the insurance carrier, the loss experience of the carrier and other factors beyond our control. We recommend that you consult with your insurance agent before signing a Franchise Agreement. The estimate contemplates insurance costs for 3 months. You should check with your insurance agent regarding additional insurance you might wish to obtain above our stated minimums.

14. This estimates the cost for 3 persons (your Managing Owner, arena manager and head coach) to attend our required initial training program. Although we do not charge tuition, you must pay all attendance costs, which depend on point of origin, method of travel, class of accommodations, and living expenses (food, transportation, etc.). You should consider employee wage requirements and practices in your market area.

15. You must spend $15,000 for a pre-opening marketing program for your Business. We expect this program to begin approximately six to eight weeks before the Business opens. You may not create or conduct any pre-opening advertising program we have not approved.

16. This line-item estimates the funds needed to cover your initial expenses during the first 3 months of operation (other than the items identified separately in the table), including Technology Fee payments. These expenses do not include any draw or salary for you. However, this is only an estimate, and you might need additional working capital during the first 3 months you operate your Business and for a longer timeframe afterward. This 3-

month period is not intended, and should not be interpreted, to identify a point at which your Business will break even. We cannot guarantee when or if your Business will break even. Your costs will depend on whether you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your services and products; the prevailing wage rate; competition; and your Business's revenue during the initial period. We relied on our affiliate's Ninja Nation Business development and operating experience since 2018 to compile this Additional Funds estimate.

17. You should review these figures carefully with a business advisor before deciding to acquire the franchise. We do not offer financing directly or indirectly for any part of the initial investment. Availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

18. This figure represents the total estimated initial investment required to open the initial Ninja Nation Business you agreed to open and operate under the MUDA. You will be required to enter into our then-current form of franchise agreement for the initial unit you open under your MUDA. The range includes all the items outlined in Table A of this Item 7, except for the Initial Franchise Fee because it is reflected in the Development Fee. It does not include any of the costs you will incur in opening any additional Ninja Nation Business(es) that you are granted the right to open and operate under your MUDA.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the Business according to our Brand Standards. Brand Standards may regulate, among other things, types, models, and brands of required equipment, obstacles, furniture, fixtures and signs, concession snacks and drinks, retail items for sale at the Business (collectively, "Operating Assets"); required, authorized, and unauthorized services and products for the Business; and designated and approved suppliers of items and services. You must buy or lease all Operating Assets and other products and services for the Business only according to our Brand Standards and, if we require, only from suppliers we designate or approve (which may include or be limited to us, our affiliates, and/or other restricted sources) at the prices the suppliers choose to charge. You must purchase the Mobile Unit only from our affiliate, Ninja Nation Equipment Group, LLC, as well as all retail non-food merchandise sold at the Business from us or our affiliate. We may require you to purchase certain food items through us in the future.

Besides the items and services described above for which we and our affiliate currently are approved or designated suppliers, you currently must use an architect and a general contractor we approve or designate for the Business' construction and development and must acquire the Business' equipment and obstacle package, from Ninja Nation Equipment Group, LLC. In addition, during your Business' first year of operation, you must use, at your sole expense, a designated, unaffiliated accounting service to ensure your compliant preparation of required reports and financial statements. We may also require you to use this designated accounting service thereafter if you fail to comply with our accounting, recordkeeping and reporting obligations any

time after the Business' first year of operations. No officer of ours owns any interest in any unaffiliated supplier to the franchise system. We re strict your sources of items and services in many cases to protect trade secrets and other intellectual property, help assure quality and a reliable supply of products meeting our standards, achieve better purchase and delivery terms, control third-party use of the Marks, and monitor the manufacture, packaging, processing, sale, and delivery of these items.

At least 30 days before using them, you must send us all Marketing Materials we have not prepared or already approved and all approved Marketing Materials that you propose to change in any way. If we do not approve those materials within 30 days after receiving them, they will be deemed disapproved for use. You may not use any Marketing Materials we have not approved or have disapproved. You also will conduct a market introduction program for the Business that we must pre-approve.

You must develop the Business at your expense. We will give you construction guidelines and mandatory and suggested specifications and layouts for a Ninja Nation Business ("Plans"), including requirements or recommendations (as applicable) for dimensions, design, interior layout, décor, signage, and Operating Assets. All other decisions regarding the Business's development and layout, design, color scheme, finishes, improvements, décor, and Operating Assets are subject to our review and prior written approval. You must ensure that the Business's construction and remodeling plans comply with the Americans with Disabilities Act ("ADA"), zoning regulations, environmental laws and regulations, other applicable ordinances, building codes and permit requirements, and lease requirements and restrictions. You must hire (and contract directly with) an architect and a general contractor we designate to prepare the Business-specific blueprints and plans based on the Plans ("Adapted Plans") and then to construct the Business. You may not hire an architect or general contractor that we have not designated or approved.

You must send us the Adapted Plans for pre-approval before beginning the Business' build-out and all revised or "as built" plans and specifications prepared during construction and development. Our review is limited to reviewing your compliance with our Plans. Our review is not intended or designed to assess your compliance with applicable laws or lease requirements, which is your responsibility.

You must at your expense construct, install all trade dress (that is, brand-identifying features and visual image of the Business) and Operating Assets in, and otherwise develop the Business according to our standards, specifications, and directions. The Business must contain all Operating Assets, and only those Operating Assets, we specify or pre-approve. You agree to place or display at the Business (interior and exterior), according to our guidelines, only the signs, emblems, lettering, logos, and materials we approve.

We periodically may modify Brand Standards, which may accommodate regional or local variations, and those modifications may obligate you to invest additional capital in the Business and/or incur higher operating costs. You must implement any changes in mandatory Brand Standards within the time period we request. However, except for:

(i) changes in the computer system;

(ii) periodic replacement of equipment and obstacles and adding new obstacles at the Business (including the Mobile Unit) at a cost of no less than $4,500 per quarter;

(iii) periodic replacement of foam on the floor, vinyl party-room dividers and next level tablets used by coaches;

(iv) changes in signage and logo (i.e., Business exterior and interior graphics);

(v) certain changes in connection with a transfer;

(vi) changes required by the Business' lease or applicable law; and

(vii) general Business upkeep, repair, and maintenance obligations,

for all of which the timing and amounts are not limited during the franchise term, we will not require you to make any capital modifications: during the last 2 years of the franchise term, unless the proposed capital modifications during those last 2 years (the amounts for which are not limited) are in connection with Business upgrades, remodeling, refurbishing, and similar activities for your acquisition of a successor franchise.

This means that, besides the rights we reserve above in clauses (i) through (viii), we may during the 3rd through 8th years after the Business commences operation (and unrelated to your potential acquisition of a successor franchise) require you substantially to alter the Business' appearance, layout, and/or design, and/or replace a material portion of the Operating Assets, in order to meet our then-current requirements and then-current Brand Standards for new Ninja Nation Businesses. This could obligate you to make extensive structural changes to, and significantly remodel and renovate, the Business and/or to spend substantial amounts for new Operating Assets. You must spend any sums required in order to comply with this obligation and our requirements (even if such expenditures cannot be amortized over the remaining franchise term), provided, however, that we will not require you to significantly remodel and renovate the Business more than once during the Term. Within 60 days after receiving written notice from us, you must prepare plans according to the standards and specifications we prescribe, using architects and contractors we designate or approve, and then submit those plans to us for written approval.

We also periodically may require you to participate in certain test programs for new services, products, and/or Operating Assets. We have not yet started any test programs but will advise you in advance of any required procedures.

You must maintain insurance coverage for the Business at your own expense in the amounts, and covering the risks, we periodically specify. Currently, our insurance requirements are as follows: (i) Commercial General Liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate; (ii) sexual abuse and misconduct insurance in at least an amount of $1,000,000; (iii) automobile liability and physical damage insurance in the amount of $1,000,000 combined single limit coverage for all owed, non-owned and hired vehicles; (iv)

workers' compensation in the amount of $1,000,000; and (v) an umbrella policy in the amount of $2,000,000.

Your insurance carriers must be licensed to do business in the Business's state and be rated A- or higher by A.M. Best and Company, Inc. (or satisfy our other criteria). We periodically may increase the required coverage amounts and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or relevant changes in circumstances. Insurance policies must name us and our designated affiliates as additional insureds and give us 30 days' prior written notice of material modification, cancellation, non-renewal, or non-payment. You must send us a valid insurance certificate or duplicate insurance policy showing required coverage and payment of premiums.

You must participate in, and comply with the requirements of our gift card and other customer loyalty programs.

Except as described above, there are no goods, services, supplies, fixtures, obstacles, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business that you currently must buy or lease from us (or our affiliates) or designated or approved suppliers. In the future, we may designate other products and services that you must buy only from us, our affiliates, or designated or approved suppliers. To maintain the quality of Ninja Nation Business services and products and our franchise network's reputation, all Operating Assets and other services and products your Business uses or sells (besides those described above that you may obtain only from us, our affiliates, and/or approved and designated suppliers) must meet our minimum standards and specifications, which we issue and modify based on our, our affiliates', and our franchisees' experience in operating Ninja Nation Businesses. Standards and specifications may impose minimum requirements for production, performance, safety, reputation, prices, quality, design, and appearance. Our Operations Manual, other technical manuals, and written and on-line communications will identify our standards and specifications for you. When appropriate and authorized, you may provide those standards and specifications to suppliers if they agree to execute a confidentiality agreement in the form prescribed by us.

If you want to purchase or lease any Operating Assets or other products or services from a supplier or distributor we have not then approved (if we require you to buy or lease the product or service only from an approved supplier or distributor), then you must establish to our reasonable satisfaction that the product or service is of equivalent quality and functionality to the product or service it replaces and the supplier or distributor is, among other things, reputable, financially responsible, and adequately insured for product liability claims. You must pay upon request any actual expenses we incur to determine whether or not the products, services, suppliers, or distributors meet our requirements and specifications. We will decide within a reasonable time (30 to 60 days) and may condition supplier approval on product quality and safety, prices, consistency, warranty, reliability, financial capability, customer relations, frequency of delivery, the benefits of concentrating purchases with limited suppliers, standards of service (including prompt attention to complaints), and other criteria. We may inspect the proposed supplier's facilities and require the proposed supplier to send samples directly to us or to a third-party testing service. We may re-inspect a supplier's facilities and products and revoke our approval of any supplier, product, or

service no longer meeting our criteria by notifying you and/or the supplier. We do not make our supplier approval criteria available to franchisees. Despite these procedures, we may limit the number of approved suppliers, designate sources you must use, and refuse your requests for any reason, including because we already have designated an exclusive source (which might be us or our affiliate) for a particular item or service or believe that doing so is in the Ninja Nation Business network's best interest. If we approve any supplier or distributor you recommend, we may authorize other Ninja Nation Businesses to buy or lease any Operating Assets or other products or services from that supplier or distributor without compensating you.

We and/or our affiliates derive revenue based on your purchases and leases, including from charging you (at prices exceeding our and their costs) for services and products we or our affiliates sell you and from promotional allowances, volume discounts, and other amounts paid to us and our affiliates by suppliers we designate, approve, or recommend for some or all Ninja Nation Business franchisees. We and our affiliates may use all amounts received from suppliers, whether or not based on your and other franchisees' prospective or actual dealings with them, without restriction for any purposes we and our affiliates deem appropriate.

Collectively, your purchases and leases from us or our affiliates, from designated or approved suppliers, or according to our standards and specifications represent about 50% to 60% of your overall purchases and leases to establish and then to operate the Business. In our 2021 fiscal year, neither we or our affiliates derived any revenue, rebates or other material consideration from required purchases or leases.

There currently are no purchasing or distribution cooperatives. We and our affiliates currently negotiate purchase arrangements with suppliers (including price terms) for retail merchandise, advertising and marketing related services and software services and subscriptions covered by the technology fee. In doing so, we and our affiliates seek to promote the overall interests of the franchise system and affiliate-owned operations and our interests as the franchisor (and not for the benefit of a particular franchisee). We make no guaranty, warranty, or promise that we and our affiliates will obtain the best pricing or most advantageous terms on behalf of Ninja Nation Businesses. We and our affiliates also do not guaranty the performance of suppliers and distributors to Ninja Nation Businesses. We are not responsible or liable if a supplier's or distributor's products or services fail to conform to or perform in compliance with Brand Standards or our contractual terms with the supplier or distributor.

We do not provide material benefits to a franchisee (for example, renewal or granting additional franchises) for purchasing particular products or services or using particular suppliers.

The MUDA does not require you to buy or lease from us (or our affiliates), our designees, or approved suppliers, or according to our specifications, any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items. However, you must give us information and materials we request regarding each site at which you propose to operate a Business so we can assess and accept that site.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure document item
a. Site selection and acquisition/lease	4.A and B	5,7, 8, 11, and 12
b. Pre-opening purchases/leases	4.C and D and 7.C, D and E	5, 7, 8, and 11
c. Site development and other pre-opening requirements	4.C and D	5, 7, 8, and 11
d. Initial and ongoing training	6	6, 7, and 11
e. Opening	4.D	11 and 12
f. Fees	4.C, 5, 6.A, B, C, D, 7.C, D, E, 13, 15, 16.C and E, 17, 18.C and D, 19.A and B, 20.D and E, and 21.C	5, 6, 7, and 8
g. Compliance with standards and policies/operating manual	6.F and 7	8 and 11
h. Trademarks and proprietary information	8, 9, 10, and 11	13 and 14
i. Restrictions on products/services offered	7.C, D, E, and F	8, 11, 12, and 16
j. Warranty and customer service requirements	7.C	Not Applicable
k. Territorial development and sales quotas	Not Applicable	11 and 12
l. On-going product/service purchases	7.C, D, and E	6 and 8
m. Maintenance, appearance and remodeling requirements	7.A and C, 16.C and 17	8, 11, and 17
n. Insurance	20.D	7 and 8
o. Advertising	13	5, 6, 7, 8, and 11
p. Indemnification	20.E	6
q. Owner's participation/ management/staffing	3.G, 6, and 7.C.iii	11 and 15
r. Records and reports	14	6

Obligation	Section in Franchise Agreement	Disclosure document item
s. Inspections and audits	15	6
t. Transfer	16	6 and 17
u. Renewal	17	6 and 17
v. Post-termination obligations	18.C and 19	6 and 17
w. Non-competition covenants	12, 16.C, and 19.E	15 and 17
x. Dispute resolution	21.C, F, G, H, I, J, and L	17
y. Consumer Data and Data Security	10	14

Obligation	Section in Multi-Unit Development Agreement	Disclosure document item
a. Site selection and acquisition/lease	6, 7 and 8	5,7, 8, 11, and 12
b. Pre-opening purchases/leases	Not Applicable	5, 7, 8, and 11
c. Site development and other pre-opening requirements	Not Applicable	5, 7, 8, and 11
d. Initial and ongoing training	Not Applicable	6, 7, and 11
e. Opening	Not Applicable	11 and 12
f. Fees	5	5, 6, 7, and 8
g. Compliance with standards and policies/operating manual	Not Applicable	8 and 11
h. Trademarks and proprietary information	Not Applicable	13 and 14
i. Restrictions on products/services offered	Not Applicable	8, 11, 12, and 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	3	11 and 12
l. On-going product/service purchases	Not Applicable	6 and 8
m. Maintenance, appearance and remodeling requirements	Not Applicable	8, 11, and 17
n. Insurance	Not Applicable	7 and 8

Obligation	Section in Multi-Unit Development Agreement	Disclosure document item
o. Advertising	Not Applicable	5, 6, 7, 8, and 11
p. Indemnification	17	6
q. Owner's participation/ management/staffing	Not Applicable	11 and 15
r. Records and reports	Not Applicable	6
s. Inspections and audits	Not Applicable	6
t. Transfer	16	6 and 17
u. Renewal	Not Applicable	6 and 17
v. Post-termination obligations	Not Applicable	6 and 17
w. Non-competition covenants	Not Applicable	15 and 17
x. Dispute resolution	15, 22, and 23	17
y. Consumer Data and Data Security	Not Applicable	14

Item 10
FINANCING

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

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

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

Pre-Opening Assistance

Before you begin operating the Business, we will:

1. Review potential Business sites you identify within the Site Selection Area. We or our designee also may recommend potential Business sites for your consideration. We will give you our then-current criteria for Ninja Nation Business sites (including population density and other demographic characteristics, visibility, traffic flow, competition, accessibility, parking, size, and other physical and commercial characteristics) to help you select and identify your site. Even if we recommend or give you information regarding a potential site or site criteria, that does not mean we ultimately will accept that site for the Business' location. We (or our designee) will use reasonable efforts to review and accept or reject each site you propose within thirty (30) days after

receiving all requested information and materials. If we do not accept the site in writing within such thirty (30) days, the site will be deemed rejected. We will not unreasonably withhold our acceptance of a site if, in our and our affiliates' experience and based on the factors outlined above, the proposed site is not inconsistent with sites that we and our affiliates regard as favorable or that otherwise have been successful sites for Ninja Nation Businesses in the past. However, we have the absolute right to reject any site not meeting our criteria or to require you to acknowledge in writing that a site you have chosen is accepted but not recommended due to its incompatibility with certain factors bearing on a site's suitability as a location for a Ninja Nation Business. If you and we cannot agree on a site, we may terminate the Franchise Agreement with no refund due to you. After we accept (and you secure) a proposed site, we will identify that site as the Business's address in Exhibit A-1 of the Franchise Agreement. We do not own locations for lease to franchisees. If you fail to sign a lease or open the Business in accordance with the timetable set forth in the Franchise Agreement and/or the MUDA, Ninja Nation Equipment Group, LLC may refund to you fifty percent (50%) of the project management fee paid for each location. Otherwise, there is no refund of any initial franchise fee or development fee. (Franchise Agreement—Sections 4.A and 4.B; MUDA—Sections 2 and 3)

2. Accept or reject the Business' proposed lease or sublease. You must send us the proposed lease or sublease for our written acceptance at least thirty (30) days before you intend to sign it. The lease or sublease must either (i) include the lease rider attached as Exhibit D to the Franchise Agreement or (ii) include within its body the lease rider's terms and conditions. You may not sign any lease or sublease we have not accepted in writing. If we do not accept the lease or sublease in writing (if we did not negotiate it) within thirty (30) days after we receive it, the lease or sublease is deemed rejected. If you fail to sign a lease or open the Business in accordance with the timetable set forth in the Franchise Agreement and/or the MUDA, Ninja Nation Equipment Group, LLC may refund to you fifty percent (50%) of the project management fee paid for each location. Otherwise, there is no refund of any initial franchise fee or development fee. (Franchise Agreement—Sections 4.A and 4.B; MUDA—Section 10)

3. Give you template Plans. Our Plans might not reflect the requirements of any federal, state, or local laws, codes, ordinances, or regulations, including those arising under the ADA, or any lease requirements or restrictions. You are solely responsible for complying with all laws and must inform us of any changes to the Business' specifications that you believe are necessary to ensure such compliance. You must use architects and general contractors designated or approved by us.

You must make sure that your Adapted Plans for the Business comply with all laws and lease requirements and restrictions. You must send us the Adapted Plans for our written approval before beginning the Business's build-out and all revised or "as built" plans prepared during the Business's construction and development. You may not begin the Business's build-out until we approve the Adapted Plans in writing; you then must develop the Business in compliance with the Adapted Plans. During the Business' build-out, we may have you send us pictures and images (including recordings) of the Business' interior

and exterior so we can review your development of the Business in compliance with our Brand Standards. (Franchise Agreement—Section 4.C)

4. Provide the services our affiliate, Ninja Nation Equipment Group, LLC, to design, procure, and provide on-site management to oversee the build-out and set up the Ninja Nation obstacle courses, obstacle arena, timing system, party rom areas, and the front desk computer systems. You must staff a team to assist in this build out, utilizing your employees. You must pay our affiliate a project management fee in the amount of $25,000 for such services, which is payable within 7-days of signing of the Franchise Agreement. In addition, we will identify approved architects and general contractors which you must hire (and directly contract with) to oversee the Business' construction, design, development and layout of the footprint of the building. We will not, by virtue of approving an architect and general contractor, be responsible for delays in constructing, equipping, or decorating the Business or for any loss or damage to you or any third party resulting from the Business' design or construction. (Franchise Agreement—Section 4.C)

5. Provide initial orientation and training to your Managing Owner, arena manager and head coach. We describe this training later in this Item. (Franchise Agreement – Section 6.A)

6. Identify the Operating Assets, inventory, supplies, and other products and services you must use to develop and operate the Business, the minimum standards and specifications you must satisfy, and the designated and approved suppliers from which you must or may buy or lease items and services (which may include or be limited to us and/or our affiliates). (Franchise Agreement – Sections 4.C, 6.G, 7.D, and 7.E) As described in Item 5, you will retain our affiliate, Ninja Nation Equipment Group, LLC for the design, procurement, oversight of build-out and set-up of the obstacle course, as well as the party room areas.

7. Send an "opening team" to the Business for up to 5 days to help train your supervisory employees on our philosophy and Brand Standards (but not matters relating to labor relations and employment practices) and prepare the Business for opening. (Franchise Agreement – Section 6.C)

8. Give you access to our operations manual and other technical manuals (collectively, the "Operations Manual"). The Operations Manual may consist of and is defined to include audio, video, computer software, other electronic and digital media, and/or written and other tangible materials. The Operations Manual contains Brand Standards and information on your other obligations under the Franchise Agreement. We may modify the Operations Manual periodically to reflect changes in Brand Standards, but those modifications will not alter your fundamental rights or status under the Franchise Agreement. If there is a dispute over the Operations Manual's contents, our master copy controls. The Operations Manual currently contains the equivalent of approximately 760 total pages; its current table of contents is Exhibit D. (Franchise Agreement – Section 6.F)

9. At our option and at your expense, create and implement a customizable pre-opening advertising program for the Business. (Franchise Agreement – Section 13.A)

10. Designate a specific number of Businesses that you (and your Controlled Affiliates) must develop and open at accepted locations within your development Territory and the development deadlines (if we grant you development rights). (Development Rights Rider – Sections 2, 3, and 6) We will accept your Businesses' proposed locations only if they meet our then-current standards for Business sites.

Ongoing Assistance

During your Business's operation, we will:

1. Advise you or make recommendations regarding the Business's operation with respect to standards, establishing prices, specifications, operating procedures, and methods that Ninja Nation Businesses use; purchasing required or recommended Operating Assets and other products, services, supplies, and materials; supervisory employee training methods and procedures (although you are solely responsible for the employment terms and conditions of all Business employees); and accounting, advertising, and marketing. We may guide you through our Operations Manual, in bulletins or other written materials, by electronic media, by telephone, and/or at our office or the Business. (Franchise Agreement – Section 6.F; MUDA—Section 10)

2. At our option, establish an Intranet for internal system-wide communications. The Intranet might be part of the System Website described later in this Item. The Intranet will provide the features, services, and functionality we periodically specify. You must comply with our requirements for connecting to and using the Intranet. We may discontinue the Intranet or any services offered through the Intranet at any time. (Franchise Agreement – Section 7.F)

3. Give you, at your request and expense (and our option), additional or special guidance, assistance, and training. We have no obligation to continue providing any specific ongoing training, conventions, advice, or assistance. (Franchise Agreement – Section 6.D)

4. Continue to give you access to our Operations Manual. (Franchise Agreement – Section 6.F)

5. Issue and modify Brand Standards. Changes in Brand Standards may require you to invest additional capital in the Business and incur higher operating costs. You must comply with those obligations within the timeframe we specify. Our Franchise Agreement describes certain time limitations on when we may require you to implement certain capital modifications. Brand Standards may regulate (to the extent the law allows) maximum, minimum, or other pricing requirements for services and products the Business sells, including requirements for promotions, special offers, and discounts in which some or all Ninja Nation Businesses must participate and price advertising policies. (Franchise Agreement – Sections 7.A and 7.C)

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

7. Let you use our confidential information, some of which constitutes trade secrets under applicable law (the "Confidential Information"). (Franchise Agreement – Section 9)

8. If established, maintain a Brand Fund for advertising, marketing, research and development, public relations, social media management, and customer relationship management programs and materials we deem appropriate to enhance, promote, and protect the Ninja Nation Business brand and franchise system. We describe the Brand Fund and other advertising activities below. (Franchise Agreement – Section 13.B)

9. Periodically inspect and monitor the Business' operation. (Franchise Agreement – Section 15.A)

10. Periodically offer refresher training courses. (Franchise Agreement – Section 6.D)

11. Review advertising and promotional materials you want to use. (Franchise Agreement – Sections 13.C and D)

Advertising and Marketing Programs

Brand Fund

We currently do not collect Brand Fund contributions. However, we reserve the right to established the Brand Fund program to which you must contribute the amounts we periodically specify, not to exceed 2% of your Business' weekly Gross Revenue. During our last fiscal year (ending on December 31, 2021), we did not collect any Brand Fund contributions.

In the event that the Brand Fund program is established, each operational company and affiliate owned Ninja Nation Business will contribute to the Brand Fund each week on the same percentage basis as franchisees. We will direct all programs the Brand Fund finances, with sole control over all creative and business aspects of the Fund's activities. The Brand Fund may pay for preparing, producing, and placing video, audio, and written materials, digital and electronic media, and Social Media; developing, maintaining, and administering one or more System Websites; administering advertising programs, including purchasing direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; establishing national promotions and partnerships and hiring spokespersons to promote the Ninja Nation Business brand; establishing toll-free call centers and on-line systems and other vehicles for centralized customer interaction; and supporting public relations, market research, and other advertising, promotion, marketing, and brand-related activities. The Brand Fund may advertise locally, regionally, and/or nationally in printed materials, on radio or television, and/or on the Internet, as we think best. We and/or an outside advertising agency will produce all advertising and marketing. The Brand Fund periodically may give you sample Marketing Materials at no cost. We may sell you multiple copies of Marketing Materials at our direct production costs, plus any related shipping, handling, and storage charges.

We will account for the Brand Fund separately from our other funds (although we need not keep Brand Fund contributions in a separate bank account) and will not use the Brand Fund for any of our general operating expenses. However, the Brand Fund may reimburse us and our affiliates for the reasonable salaries and benefits of personnel who manage and administer, or otherwise provide assistance or services to, the Brand Fund; the Brand Fund's administrative costs; travel-related expenses of personnel while they are on Brand Fund business; meeting costs; overhead relating to Brand Fund business; and other expenses we and our affiliates incur administering or directing the Brand Fund and its programs, including conducting market research, preparing Marketing Materials, collecting and accounting for Brand Fund contributions, paying taxes due on Brand Fund contributions we receive; and any other costs or expenses we incur operating or as a consequence of the Fund. We will not use the Brand Fund specifically to develop materials and programs to solicit franchisees. However, media, materials, and programs prepared using Brand Fund contributions may describe our franchise program, reference the availability of franchises and related information, and process franchise leads. Because the Brand Fund has not yet received any contributions, it has no operating history.

The Brand Fund is not a trust, and we do not owe you fiduciary obligations because we maintain, direct, or administer the Brand Fund or for any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We may use new Brand Fund contributions to pay Brand Fund deficits incurred during previous years. We will use all interest earned on Brand Fund contributions to pay costs before using the Brand Fund's other assets. We will prepare an annual, unaudited statement of Brand Fund collections and expenses and give you a copy of the statement upon reasonable request. We may (but need not) have the Brand Fund audited annually, at the Brand Fund's expense, by a certified public accountant we designate. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified here.

The Brand Fund's principal purposes are to maximize recognition of the Marks, increase patronage of Ninja Nation Businesses, and enhance, promote, and protect the Ninja Nation Business brand and franchise system. Although we will try to use the Brand Fund in the aggregate to develop and implement Marketing Materials and programs benefiting all Ninja Nation Businesses, we need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to Brand Fund contributions by Ninja Nation Businesses operating in that geographic area or that any Ninja Nation Business benefits directly or in proportion to its Brand Fund contribution from the development of Marketing Materials or the implementation of programs. (In other words, the Brand Fund need not spend any specific amount in your market area.) We have the right, but no obligation, to use collection agents and institute legal proceedings at the Brand Fund's expense to collect unpaid Brand Fund contributions. We also may forgive, waive, settle, and compromise all claims by or against the Brand Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Brand Fund.

We may at any time defer or reduce the Brand Fund contributions of any Ninja Nation Business franchisee and, upon 30 days' prior written notice to you, reduce or suspend Brand Fund

contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will either (i) spend the remaining Fund balance on permitted programs and expenditures or (ii) distribute all unspent funds to our then-existing franchisees, and to us and our affiliates, in proportion to their and our respective Brand Fund contributions during the preceding 12 months. (Franchise Agreement – Section 13.B)

Local Marketing

You must spend at least $2,000 per month, on approved Marketing Materials and programs for the Business. We will provide you with a written local marketing plan for the Local Marketing Spending Requirement. (Franchise Agreement – Section 13.D). We shall have the right to increase this amount up to two percent (2%) each year of the Franchise Agreement term. We may determine which expenses count or do not count toward your Local Marketing Spending Requirement. Generally, Brand Fund contributions, price discounts or reductions you provide as a promotion, permanent on-premises signs, lighting, personnel salaries, administrative costs, transportation vehicles (even if they display the Marks), and employee incentive programs do not count. If you do not spend (or prove that you spent) the Local Marketing Spending Requirement, we may, among other rights, require you to contribute the shortfall to the Brand Fund. At our request, you must pay us the Local Marketing Spending Requirement, which we will then spend for you in your market for the materials and activities described above.

The marketing activities in which you engage will materially affect your Business' success or lack of success. The Local Marketing Spending Requirement might be insufficient for you to achieve your business objectives. Subject to the minimum above, you alone are responsible to determine how much to spend on Marketing Materials and other approved advertising, marketing, and promotional programs for the Business in order to achieve your business objectives.

Approval of Advertising

All Marketing Materials must be legal and not misleading and conform to our policies. To protect the goodwill that we and our affiliates have accumulated in the "Ninja Nation" name and other Marks, at least 30 days before using them, you must send us samples or proofs of all Marketing Materials that we did not prepare or already approve or that we prepared or approved but you want to change in any way. If we do not approve those Marketing Materials in writing within 30 days after we receive them, they are deemed disapproved for use. You may not use any Marketing Materials we have not approved or have disapproved. We may upon 30 days' prior written notice require you to stop using any previously approved Marketing Materials. (Franchise Agreement – Section 13.C)

Advertising Councils

There currently are no franchisee advertising councils advising us on advertising and marketing policies and programs. However, we may form, change, dissolve, or merge any franchisee advertising council.

Advertising Cooperatives

There currently are no advertising cooperatives. However, we may designate a geographic area for an advertising cooperative (a "Cooperative"). The Cooperative's members in any area are the owners of all Ninja Nation Businesses located and operating in that area (including us and our affiliates, if applicable). Each Cooperative will be organized and governed in a form and manner, and begin operating on a date, we determine. There need not be any formal agreements or bylaws to administer the Cooperative. We may change, dissolve, and merge Cooperatives. Each Cooperative's purpose is, with our approval, to administer advertising programs and develop Marketing Materials for the area the Cooperative covers. You automatically will become a member of any existing or new Cooperative formed in your market area and must participate in the Cooperative as we require. We may require you to contribute up to 1% of the Business' monthly Gross Revenue to the Cooperative. Ninja Nation Businesses that we and our affiliates own in the Cooperative's area will contribute at the same rate. All of your Cooperative dues will count toward the Local Marketing Spending Requirement but not toward the market introduction program or Brand Fund contributions. (Franchise Agreement – Section 13.E)

System Website and Electronic Advertising

We or our designees may establish a website or series of websites for the Ninja Nation Business network: (1) to advertise, market, identify, and promote Ninja Nation Businesses, the services and products they offer, and/or the Ninja Nation Business franchise opportunity; (2) to function as the Intranet; and/or (3) for any other purposes we deem appropriate for Ninja Nation Businesses (collectively, the "System Website"). The System Website need not give you a separate interior webpage or "micro-site" referencing your Business. We will own all intellectual property and other rights in the System Website and all information they contain. We will control, and may use the Brand Fund's assets to develop, maintain, operate, update, and market, the System Website.

All Marketing Materials you develop for the Business must contain notices of the System Website's URL as we specify. You may not develop, maintain, or authorize another website, online presence, or electronic medium mentioning or describing the Business or displaying any Marks without our prior written approval. You may not conduct commerce or directly or indirectly offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet. We have the right to maintain websites other than the System Website and to offer and sell services and products under the Marks from the System Website, another website, or otherwise over the Internet without payment or other obligation to you. (Franchise Agreement – Section 13.F)

Computer System

You must obtain and use the computer hardware and software, point-of-sale system, dedicated telephone and power lines, modems, printers, tablets, smart phones, and other computer-related accessories and peripheral equipment we periodically specify (the "Computer System"). You must use the Computer System to access the Intranet and to input and access information about your revenue and operations. The Computer System must permit 24-hours-per-day, 7-days-per-week electronic communications between you and us, including access to the Internet and Intranet. We will have unlimited access to all information maintained on the Computer System

(excluding matters relating to labor relations and employment practices) and to the content of any e-mail accounts we provide you. (Franchise Agreement – Section 7.E) There are no contractual limitations on our right to access the information on the Computer System (unrelated to your labor relations and employment practices).

The computer system currently includes at least three Point of Sale systems comprised of a CPU, monitor, keyboard/mouse, teller drawer and receipt printer. Additionally, one laser printer is required. A separate PC system is required for the back office area for administrative work. The computer system generates and stores various information, including revenue, transactions, consumer data, schedules, service schedules and business metrics and analytics. We estimate the computer and point-of-sale systems' cost to range from $5,000 to $10,000.

A telephone system is required to provide the use of at least three concurrent lines on a VOIP system from RingCentral and make all payments to RingCentral. The front desk must include no less than two telephones, with a third required telephone in the administrative/back office area.

The third parties whose computer-related products you buy have no contractual right or obligation to provide ongoing maintenance, repairs, upgrades, or updates unless you obtain a service contract or a warranty covers the product. We estimate the cost of ongoing maintenance, repairs, upgrades, and updates for the current computer and point-of-sale systems to be $1,000 per year (not including any technology refresh required during the franchise term). The Computer System generates and maintains revenue and other financial information. You must upgrade the Computer System, and/or obtain service and support, as we require or when necessary because of technological developments, including complying with PCI Data Security Standards. There are no contractual limitations on the frequency and cost of this obligation. We need not reimburse your costs. You may not use any unapproved computer software or security access codes. We have independent, unlimited access to the information the system generates (and to the content of any Ninja Nation Business email accounts we provide you), although not to employee- or employment-related information for your Business's employees.

We and our affiliates may condition any license to you of required or recommended proprietary software, and/or your use of technology developed or maintained by or for us (including the Intranet), on your signing a software license agreement or similar document, or otherwise agreeing to the terms (for example, by acknowledging your consent in a click-through license agreement), that we and our affiliates require to regulate your use of the software or technology. We and our affiliates charge you a technology of one percent (1%) of the Business' weekly Gross Revenue to cover the costs associated with licensing the proprietary software provided during the franchise term.

Despite your obligation to buy, use, and maintain the Computer System according to our standards and specifications, you have sole and complete responsibility for: (1) acquiring, operating, maintaining, and upgrading the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer system; (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded; and (4) independently determining what is required for you to comply (and then complying) at all times

with the most-current version of the Payment Card Industry Data Security Standards, and with all laws governing the use, disclosure, and protection of Consumer Data and the Computer System, and validating compliance with those standards and laws as periodically required. "Consumer Data" means the names, addresses, telephone numbers, email addresses, dates of birth, demographic or related information, buying habits, preferences, credit-card information, and other personally identifiable information of customers.

Opening

The typical length of time between signing the franchise agreement and opening the Business is 9 to 12 months. You must open the Business for business within 12 months after the date you sign the franchise agreement (except as otherwise provided in a MUDA), subject to any extensions we may grant. (You have no right to any extensions if you signed the Franchise Agreement under a MUDA.) Your opening timetable depends on the Business's condition and upgrading and remodeling requirements; the construction schedule; obtaining licenses; the delivery schedule for Operating Assets and supplies; attending and completing training; and complying with local laws and regulations.

You may not open the Business for business until: (1) we inspect and approve in writing the Business as having been developed in compliance with our specifications and standards; (2) your Managing Owner, arena manager and head coach complete to our satisfaction the initial orientation and training programs; (3) the Business has sufficiently trained employees to manage and operate the Business on a day-to-day basis in compliance with our Brand Standards; (4) the Business's employees complete all required third-party certifications for the Business's lawful operation; (5) you have satisfied all state and federal permitting, licensing, and other legal requirements and sent us copies of any materials, including all insurance policies, required by the Franchise Agreement; (6) you have paid all amounts owed to, and are not in default under any agreement with, us, our affiliates, and principal suppliers; and (7) you have met all other opening requirements specified in our Operations Manual. (Franchise Agreement—Sections 4.C and 4.D)

Training

Initial Orientation and Training Programs

If this is your first Ninja Nation Business, your Managing Owner, arena manager and head coach must complete our initial training program to our satisfaction before opening the Business for business. The Business always must have on staff at least one fully trained arena manager and head coach. We will conduct the initial training program at our designated training location at our corporate headquarters in Centennial, Colorado. We expect training (which currently is approximately 10 days long) to occur after you sign the Franchise Agreement and while you develop the Business. In addition, the Managing Owner, arena manager and head coach may be required to complete up to three (3) days of online training in advance of the in-person initial training. As a new franchisor, we plan to be flexible in scheduling training to accommodate our personnel and your managers and other personnel. There currently are no fixed (i.e., monthly or bi-monthly) training schedules. We use manuals, videos, and other training aids during the training program. Your training attendees must complete training at least thirty (30) days before the

Business' scheduled opening date. We provide the initial orientation and training programs for your Managing Owner, arena manager and head coach for no additional fee. We may charge our then-current training fee for each person (after 3) you send to initial training. You must pay your employees' wages, benefits, and travel, hotel, and food expenses while they attend training. (Franchise Agreement—Section 6.A)

The following chart describes our current initial training program, which we may modify for the particular trainees:

TRAINING PROGRAM

Subject	Hours of Training Classroom | On-The-Job		Location
History of Ninja Nation	1	0	HQ - Centennial, CO
Use of the Manual	1	0	HQ - Centennial, CO
Tour of Ninja Nation	1	0	HQ - Centennial, CO
Pre-Opening Procedures	1	0	HQ - Centennial, CO
Personnel Issues	1	2	HQ - Centennial, CO
Advertising	1	2	HQ - Centennial, CO
Management Procedures	1	15	HQ - Centennial, CO
Franchise Reporting Requirements	1	2	HQ - Centennial, CO
Accounting/Record Keeping	1	2	HQ - Centennial, CO
Customer Service Procedures	1	15	HQ - Centennial, CO
Counter	1	10	HQ - Centennial, CO
Party Procedures	1	5	HQ - Centennial, CO
Operating the Facility	1	15	HQ - Centennial, CO
POS System	1	4	HQ - Centennial, CO
Cleaning Procedures	1	4	HQ - Centennial, CO
Safety Procedures	1	4	HQ -Centennial, CO
Totals	**16**	**80**	

Andrea Eastman will supervise franchisee training, and has experience in all aspects of operating a Ninja Nation Business. She worked with our affiliate as an arena manager from 2018 to 2020. In addition, Lucas Clarke, Vice President of Marketing and Geoff Britten, Creative Director, will also be involved in the training program. Wayne, Lucas and Geoff have all worked at Ninja Nation Businesses, all of them have adequate training and appropriate knowledge to facilitate training in the areas they will teach based on their involvement with our system and work at Ninja Nation Businesses.

We will send an "opening team" to the Business for at least 5 days (typically starting before and continuing after opening) to help train your supervisory employees on our philosophy and Brand Standards (but not matters relating to labor relations and employment practices) and prepare the Business for opening. We will pay our opening team's wages and travel, hotel, and living

expenses. If you request, and we agree to provide, additional or special guidance, assistance, or training during this opening phase (excluding training relating to labor relations and employment practices), you must pay our personnel's daily charges (including wages) and travel, hotel, and living expenses. We may delay the Business' opening until all required training has been satisfactorily completed. (Franchise Agreement—Section 6.C)

Retraining

If your Managing Owner, arena manager or head coach fails to complete initial training to our satisfaction, or we determine after an inspection that retraining is necessary because the Business is not operating according to Brand Standards, he or she may attend a retraining session for which we may charge our then-current training fee. You must pay all employee compensation and expenses during retraining. We may terminate the Franchise Agreement if the Business does not commence operation by the opening deadline with a fully trained staff. (Franchise Agreement—Section 6.B)

Training for Business Employees

You must properly train all Business employees to perform the tasks for their respective positions. We may develop and make available training tools and recommendations for you to use in training the Business's employees to comply with Brand Standards. We may update these training materials to reflect changes in our training methods and procedures and changes in Brand Standards. (Franchise Agreement—Section 6.E)

Ongoing and Supplemental Training

We may require your Managing Owner, arena manager and head coach to attend and complete satisfactorily various training courses and programs that we or third parties periodically offer during the franchise term at the times and locations we designate. You must pay their compensation and expenses during training. We may charge our then-current fee for continuing and advanced training. If you request training courses or programs to be provided locally, then subject to our training personnel's availability, you must pay our then-current training fee and our training personnel's travel, hotel, and living expenses. (Franchise Agreement—Section 6.D)

Item 12
TERRITORY

Franchise Agreement

You will operate the Business at a specific location we first must accept. If the Business' address is unknown when the Franchise Agreement is signed, we will identify in the Franchise Agreement a Site Selection Area in which you must search for a suitable site.

You may operate the Business only at the approved site and may not relocate without our prior written consent, which we may grant or deny as we deem best. Whether or not we will allow relocation depends on circumstances at the time and what is in the Business's and our system's best interests. Factors include, for example, the new site's market area, its proximity to other Businesses

in our system, whether you are in compliance with your Franchise Agreement, and how long it will take you to open at the new site.

Conditions for relocation approval are (1) the new site and its lease are acceptable to us, (2) you pay us a relocation fee in the amount of 25% of the then-current initial franchise fee, (3) you confirm that your original Franchise Agreement remains in effect and governs the Business's operation at the new site with no change in the franchise term or, at our option, sign our then-current form of franchise agreement to govern the Business's operation at the new site for a new franchise term, (4) you sign a general release (subject to state law), in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, and agents, (5) you continue operating the Business at its original site until we authorize its closure, and (6) you de-brand and de-identify the Business' former premises within the timeframe we specify and at your own expense so it no longer is associated in any manner (in our opinion) with our system and the Marks.

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.

Upon approval of the fixed location for your Business, you will receive an area around your Business encompassing a population of up to one hundred thousand (100,000) persons (the "Area of Protection"). We will identify your Area of Protection based on demographic information obtained from Applied Geographic Solutions or ESRI. We may modify the Area of Protection during the franchise term only if the Business relocates.

You will have the right to operate the Mobile Unit at any fixed location within your Area of Protection. You may not operate the Mobile Unit outside of your Area of Protection without our prior approval. We may revoke our approval at any time.

During the franchise term, we and our affiliates will not own or operate, or allow another franchisee or licensee to own or operate, another Ninja Nation Business having its physical location within the Area of Protection.

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

Except as noted above, we and our affiliates retain all rights with respect to Ninja Nation Businesses, the Marks, the sale of similar or dissimilar services and products, and any other activities we and they deem appropriate, whenever and wherever we and they desire, whether inside or outside the Area of Protection. Those rights include the following:

(1) to own and operate, and to allow other franchisees and licensees to own and operate, Ninja Nation Businesses at any locations outside the Area of Protection (including at the boundary of the Area of Protection) and on any terms and conditions we and they deem appropriate;

(2) to offer and sell, and to allow others to offer and sell, inside and outside the Area of Protection, and on any terms and conditions we and they deem appropriate, services and

products that are identical or similar to and/or competitive with those offered and sold by Ninja Nation Businesses, whether identified by the Marks or other trademarks or service marks, through any distribution channels (including the Internet) but not through Ninja Nation Businesses that have their physical locations inside the Area of Protection;

(3) to establish and operate, and to allow others to establish and operate, anywhere (including inside or outside the Area of Protection) businesses offering similar services and products under trademarks and service marks other than the Marks;

(4) to acquire the assets or ownership interests of one or more businesses offering and selling services and products similar to those offered and sold at Ninja Nation Businesses (even if such a business operates, franchises, or licenses "Competitive Businesses"), and operate, franchise, license, or create similar arrangements for those businesses once acquired, wherever those businesses (or the franchisees or licensees of those businesses) are located or operating, including within the Area of Protection;

(5) to be acquired (through acquisition of assets, ownership interests, or otherwise, regardless of the transaction form) by a business offering and selling services and products similar to those offered and sold at Ninja Nation Businesses, or by another business, even if such a business operates, franchises, or licenses Competitive Businesses inside or outside the Area of Protection; and

(6) to engage in all other activities the Franchise Agreement does not expressly prohibit.

We and our affiliates need not compensate you if we engage in these activities.

Unless you acquire development rights (described below), you have no options, rights of first refusal, or similar rights to acquire additional franchises. Although we have the right to do so (as described above), we and our affiliates have not established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark.

Your right to operate a Ninja Nation Business is limited to services provided and products sold at the Business' physical location; it does not include the right to distribute services and products over the Internet or to engage in other supply or distribution channels.

You may not develop, maintain, or authorize any website, online presence, or electronic medium mentioning or describing the Business or displaying any Marks without our prior written approval. Except for our System Website, you may not conduct commerce or directly or indirectly offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet. You may use other distribution channels, such as telemarketing or other direct marketing, only if we approve the materials and programs.

Multi-Unit Development Agreement

You may (if you qualify) develop and operate a number of Ninja Nation Businesses within a specific territory (the "Territory"). We and you will identify the Territory in the MUDA before signing it. The Territory typically is defined by population and demographics within the area in which you are planning to develop the Ninja Nation Businesses. We base the Territory's size primarily on the number of Ninja Nation Businesses you agree to develop, demographics (population of up to one hundred thousand (100,000) persons), and site availability. We will require that you open your first Business no later than twelve (12) months after signing the MUDA and first franchise agreement. Each subsequent business must be opened within eighteen (18) months after the previous location opened. We and you then will complete the schedule in the MUDA before signing it. You may not develop or operate Ninja Nation Businesses outside the Territory. While the MUDA is in effect, we (and our affiliates) will not establish and operate or grant others the right to establish and operate Ninja Nation Businesses having their physical locations within the Territory. This is the only restriction on our (and our affiliates') activities within the Territory during the development term.

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.

We may terminate the MUDA if you do not satisfy your development obligations. Otherwise, continuation of your territorial exclusivity does not depend on your achieving a certain sales volume, market penetration, or other contingency. We will accept proposed locations for your additional Businesses only if they meet our then-current standards for Business sites.

Despite the development schedule in the MUDA, we may delay your development and/or opening of additional Ninja Nation Businesses within the Territory if we believe, when you apply for another Business, or after you (or your Controlled Affiliate) have developed and constructed but not yet opened a particular Business, that you (or your Controlled Affiliate) are not yet operationally, managerially, or otherwise prepared (no matter the reason) to develop, open, and/or operate the additional Business in full compliance with our standards and specifications. We may delay additional development and/or a Business' opening for the time period we deem best if the delay will not in our reasonable opinion cause you to breach your development obligations under the development schedule (unless we are willing to extend the schedule to account for the delay).

We may not alter your Territory during the MUDA term. Although we have the right to do so, we and our affiliates have not established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark.

Item 13
TRADEMARKS

You may use certain Marks in operating your Ninja Nation Business. Ninja Nation, LLC owns the following principal Marks on the Principal Register of the United States Patent and Trademark Office (the "USPTO"), having acquired them and all related goodwill from one of our other affiliates:

MARK	REGISTRATION NUMBER	REGISTRATION DATE
	5657488	1/15/2019
NINJA NATION	5657487	1/15/2019
PLAY-TRAIN-COMPETE	6126586	8/11/2020
ONE MILLION HEROES	6020572	3/24/2020

Ninja Nation LLC has filed, or will file when due, all required affidavits for its registered Marks. While no Marks are due for renewal, Ninja Nation LLC intends to renew them if they remain important to the Ninja Nation brand. Ninja Nation LLC licenses us to use these Marks and related intellectual property, and to authorize franchisees to use them in operating Ninja Nation Businesses, under a Trademark License Agreement effective August 2019 (the "License Agreement"). The License Agreement's initial term is one year; and is automatically renewed for successive one-year periods unless either party gives the other party at least 30 days' prior written notice of its intent not to renew. The License Agreement may be terminated at any time by mutual written agreement of the parties. Ninja Nation LLC may terminate the License Agreement immediately if we or any of our licensees use the Marks in violation of, or otherwise inconsistent with the restrictions imposed by or in connection with the License Agreement and fails to cure the breach within 30 days after receiving written notice from Ninja Nation, LLC. When the License Agreement terminates or expires, any Ninja Nation Business franchisee that has been authorized to use the Marks in its franchise may continue using the Marks until that franchisee's franchise agreement, and any permitted successor franchise agreement, expire or are terminated, but only if the franchisee continues to comply with its obligations in the franchise agreement and any permitted successor franchise agreement during their remaining terms. No other agreement limits our right to use or sublicense any Mark (whether we own them or Ninja Nation, LLC licenses them for use in operating Ninja Nation Businesses).

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

You must follow our rules and other Brand Standards when using the Marks, including giving proper notices of trademark and service mark registration and obtaining required fictitious

or assumed-name registrations. You may not use any Mark as part of your corporate or legal business name; with modifying words, terms, designs, or symbols (other than logos we license to you); in selling any unauthorized products or services; as part of any domain name, homepage, electronic address, metatag, or otherwise in connection with a website or other online presence; or in any user name, screen name, or profile associated with any Social Media sites (except in compliance with our guidelines).

If we believe at any time that it is advisable for us and/or you to modify, discontinue using, and/or replace any Mark, and/or to use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse your expenses to comply with those directions (such as your costs to change signs or replace supplies for the Business), any loss of revenue due to any modified or discontinued Mark, or your expenses to promote a modified or substitute trademark or service mark.

You must notify us immediately of any actual or apparent infringement or challenge to your use of any Mark, any person's claim of any rights in any Mark (or any identical or confusingly similar trademark), or unfair competition relating to any Mark. You may not communicate with any person other than us and Ninja Nation, LLC, our respective attorneys, and your attorneys regarding any infringement, challenge, or claim. We and Ninja Nation, LLC may take the action we or it deems appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You must sign any documents and take any other reasonable actions that we and our, and Ninja Nation, LLC's, attorneys deem necessary or advisable to protect and maintain our and Ninja Nation, LLC's interests in any litigation or USPTO or other proceeding or otherwise to protect and maintain our and Ninja Nation, LLC's interests in the Marks.

We will reimburse your damages and expenses incurred in any trademark infringement proceeding disputing your authorized use of any Mark, provided your use has been consistent with the Franchise Agreement, the Operations Manual, and Brand Standards communicated to you and you have timely notified us of, and complied with our directions in responding to, the proceeding. At our option, we and/or our affiliates may defend and control the defense of any proceeding arising from or relating to your use of any Mark.

The MUDA does not grant you the right to use the Marks. These rights arise only under signed Franchise Agreements with us.

Item 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or patent applications are material to the franchise. We and our affiliates claim copyrights in the Operations Manual (containing our trade secrets and Confidential Information), Business blueprints and other design features, signage, advertising and marketing materials, software, our System Website, and similar items used in operating Ninja Nation Businesses. We and our affiliates have not registered these copyrights with the United States Copyright Office but currently need not do so to protect them. You may use copyrighted items only as we specify while operating your Business (and must stop using them at our direction). Our right to use many of the

copyrighted materials described above and much of the Confidential Information described below arises from the same License Agreement described earlier.

There currently are no effective adverse material determinations of the USPTO, the United States Copyright Office, or any court regarding the copyrighted materials. Except for our agreement with Ninja Nation, LLC, no agreement limits our right to use or allow others to use copyrighted materials.

We do not actually know of any infringing uses of our or Ninja Nation, LLC's copyrights that could materially affect your using them in any state. We and Ninja Nation, LLC need not protect or defend copyrights, although we intend to do so if in the system's best interests. We and Ninja Nation LLC may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We and Ninja Nation LLC need not participate in your defense of and/or indemnify you for damages or expenses incurred in a copyright proceeding.

Our Operations Manual and other materials contain our and our affiliates' Confidential Information (some of which are trade secrets under applicable law). Confidential Information includes our proprietary Business curriculum; layouts, designs, and other Plans for Ninja Nation Businesses; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, and knowledge and experience used in developing and operating Ninja Nation Businesses; marketing research and promotional, marketing, and advertising programs for Ninja Nation Businesses; strategic plans, including expansion strategies and targeted demographics; knowledge of specifications for and suppliers of, and methods of ordering, certain Operating Assets, services, products, materials, and supplies that Ninja Nation Businesses use and sell; knowledge of operating results and financial performance of Ninja Nation Businesses other than your Business; customer solicitation, communication, and retention programs, along with data and information used or generated in connection with those programs; and information generated by, or used or developed in, operating your Business, including Consumer Data, and any other information contained in the Computer System or that visitors (including you) provide to the System Website. You must comply with all laws governing the use, protection, and disclosure of Consumer Data. If there is a data security incident at the Business, you must notify us immediately, specify the extent to which Consumer Data was compromised or disclosed, and comply and cooperate with our instructions for addressing the data security incident in order to protect Consumer Data and the Ninja Nation Business brand (including giving us or our designee access to your Computer System, whether remotely or at the Business).

You may not use Confidential Information in an unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others and use non-disclosure agreements with those having access to Confidential Information. We may pre-approve your non-disclosure agreements solely to ensure that you adequately protect Confidential Information and the competitiveness of Ninja Nation Businesses. Under no circumstances will we control the forms or terms of employment agreements you use with Business employees or otherwise be responsible for your labor relations or employment practices.

You must promptly disclose to us all ideas, concepts, techniques, or materials relating to a Ninja Nation Business ("Innovations"), whether or not protectable intellectual property and

whether created by or for you or your owners, employees, or contractors. Innovations belong to and are works made-for-hire for us. If any Innovation does not qualify as a "work made-for-hire" for us, you assign ownership of and all related rights to that Innovation to us and must sign (and cause your owners, employees, and contractors to sign) whatever assignment or other documents we periodically request to evidence our ownership and to help us obtain intellectual property rights in the Innovation. You may not use any Innovation in operating the Business without our prior written approval.

The MUDA does not grant you rights to use any intellectual property. These rights arise only undersigned Franchise Agreements with us.

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

Brand Standards may require adequate staffing levels for the Business to operate in compliance with Brand Standards and address appearance of Business personnel and courteous service to customers. However, you have sole responsibility and authority for your labor relations and employment practices, including, among other things, employee selection, promotion, termination, hours worked, rates of pay, benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Business employees are under your control at the Business. You must communicate clearly with Business employees in your employment agreements, human resources manuals, written and electronic correspondence, paychecks, and other materials that you (and only you) are their employer and that we, as the franchisor of Ninja Nation Businesses, and our affiliates are not their employer and do not engage in any employer-type activities (including those described above) for which only franchisees are responsible. You must obtain an acknowledgment (in the form we specify or approve) from all Business employees that you (and not we or our affiliates) are their employer.

You must designate one of your individual owners to serve as your "Managing Owner." We must approve the proposed Managing Owner or any change in the Managing Owner and the managing owner must be an equity owner of at least a five percent (5%) interest or greater in you. The Managing Owner is responsible for managing your business. The Managing Owner will communicate with us directly regarding Business-related matters and must have sufficient authority to make decisions for you and the Business. The Managing Owner's decisions will be final and bind you.

The Business always must have on staff a fully trained arena manager and head coach. All arena managers and head coaches must successfully complete our initial training program before you open the Business to the public. Your arena managers and head coaches as well as your officers and directors must sign confidentiality and other agreements (including non-compete agreements) we pre-approve. Our right to pre-approve your forms is solely to protect Confidential Information and the competitiveness of Ninja Nation Businesses. Under no circumstances will we control the forms or terms of employment agreements you use with Business employees or otherwise be responsible for your labor relations or employment practices.

If you propose to change the Managing Owner, you must seek a new individual (the "Replacement Managing Owner") for that role and appoint the Replacement Managing Owner within 30 days after the former Managing Owner's last day. The Replacement Managing Owner must attend our initial orientation session within 30 days after we approve him or her.

Each person or entity having a direct or indirect ownership interest in you, and their spouse, must personally guarantee all of your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete; provided, however, that under certain circumstances, in our sole discretion, we may waive the requirement that the Managing Owner be bound to guaranty the monetary obligations under the Franchise Agreement . This "Guaranty and Assumption of Obligations" is Exhibit B of the Franchise Agreement.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Business must offer for sale all services and products that we periodically specify. The Business may not offer, sell, or otherwise distribute at the Business's premises or another location any services or products that we have not authorized. There are no limits on our right to modify the services and products that your Business must or may offer and sell. Brand Standards may regulate (to the extent the law allows) maximum, minimum, or other pricing requirements for services and products the Business sells, including requirements for national, regional, and local promotions, special offers, and discounts in which some or all Ninja Nation Businesses must participate and price advertising policies. There are no limits on the customers to whom your Business may sell goods and services at its premises.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	3.B	10 years from first day on which Business opens to the public for business.
b. Renewal or extension of the term	17	If you are in good standing, you may acquire successor franchise for up to three successor five (5) year options on our then-current terms.

	Provision	Section in Franchise Agreement	Summary
c.	Requirements for franchisee to renew or extend	17	You timely request business review; substantially complied with contractual obligations and operated Business in substantial compliance with Brand Standards; remodel/upgrade Business; sign then-current form of franchise agreement and releases (if applicable state law allows); and pay successor franchise fee. Terms of our new franchise agreement that you sign for successor franchise may differ materially from any and all terms contained in Franchise Agreement attached to this disclosure document (including higher fees), although the Area of Protection will remain the same during the successor franchise. The term "renewal" refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term.
d.	Termination by franchisee	18.A	If we breach Franchise Agreement and do not cure default within applicable cure period after notice from you; you may not terminate without cause.
e.	Termination by franchisor without cause	18.B	We may not terminate your Franchise Agreement (or development rights) without cause.
f.	Termination by franchisor with cause	18.B	We may terminate your Franchise Agreement only if you or your owners commit one of several listed violations.
g.	"Cause" defined — curable defaults	18.B	You have 5 days to cure monetary and insurance defaults; 10 days to satisfy unpaid judgments of at least $25,000; 15 days to cure violations of material law; 30 days to pay suppliers and to cure other defaults not listed in (h) below; and 60 days to vacate attachment, seizure, or levy of Business or appointment of receiver, trustee, or liquidator.
h.	"Cause" defined — non-curable defaults	18.B	Non-curable defaults include: material misrepresentation or omission; failure to complete initial training to our satisfaction; failure to find and secure acceptable site by deadline; failure to develop and open Business (with fully-trained staff) by deadline; abandonment or failure to operate for more than 3 consecutive days; unapproved transfer; felony conviction or guilty

Provision	Section in Franchise Agreement	Summary
		plea; dishonest, unethical, or immoral conduct adversely impacting our Marks; foreclosure on Business's assets; misuse of confidential information; violation of non-compete; underreporting of Gross Revenue; failure to pay taxes due; repeated defaults; assignment for benefit of creditors or admission of inability to pay debts when due; violation of anti-terrorism laws; losing rights to Business premises; or causing or contributing to a data security incident or failure to comply with requirements to protect Consumer Data.
i. Franchisee's obligations on termination/nonrenewal	19	Obligations include paying outstanding amounts; complete de-identification; returning confidential information; returning or destroying (at our option and at your own cost) branded materials and proprietary items; assigning telephone and telecopy numbers and directory listings; and assigning or cancelling any website or other online presence or electronic media associating you with us or the Marks (also see (o) and (r) below); we may control de-identification process if you do not voluntarily take required action; we may assume Business's management while deciding whether to buy Business's assets.
j. Assignment of contract by franchisor	16.A	No restriction on our right to assign; we may assign without your approval.
k. "Transfer" by franchisee — defined	16.B	(Franchise Agreement) Includes transfer of (i) Franchise Agreement; (ii) Business or its profits, losses, or capital appreciation; (iii) all or substantially all Operating Assets; or (iv) ownership interest in you or controlling ownership interest in entity with ownership interest in you. Also includes pledge of Franchise Agreement or ownership interest.
l. Franchisor approval of transfer by franchisee	16.B	We must approve all transfers; no transfer without our prior written consent.
m. Conditions for franchisor approval of transfer	16.C	We will approve transfer of non-controlling ownership interest in you if transferee (and each owner) qualifies and meets our then-applicable standards for non-controlling owners, is not (and has no affiliate) in a competitive business, signs

Provision	Section in Franchise Agreement	Summary
		our then-current form of Guaranty, and pays transfer fee. We will approve transfer of franchise rights or controlling ownership interest if transferee (and each owner) qualifies (including, if transferee is an existing franchisee, transferee is in substantial operational compliance under all other franchise agreements for Ninja Nation Businesses) and is not restricted by another agreement from moving forward with the transfer; you have paid us and our affiliates all amounts due, have submitted all reports, and are not then in breach; transferee and its owners and affiliates are not in a competitive business; training completed; transfer fee paid; transferee may occupy Business' site for expected franchise term; transferee (at our option) assumes your Franchise Agreement or signs our then-current form of franchise agreement and other documents for unexpired portion of your original franchise term (then-current form may have materially different terms except that your original Royalty, Fee, and Brand Fund contribution levels and the definition of Area of Protection will remain the same for unexpired portion of your original franchise term); transferee agrees to repair and upgrade; you (and transferring owners) sign general release (if applicable state law allows); we determine that sales terms and financing will not adversely affect Business's operation post-transfer; you subordinate amounts due to you; and you stop using Marks and our other intellectual property (also see (r) below).
n. Franchisor's right of first refusal to acquire franchisee's business	16.G	We may match any offer for your Business or ownership interest in you or entity that controls you. If we exercise our right of first refusal, you must sign a general release (subject to state law).
o. Franchisor's option to purchase franchisee's business	19.F	We may buy Business' assets at fair market value and take over site after Franchise Agreement is terminated or expires (without renewal).
p. Death or disability of franchisee	16.E	Must transfer to approved party within 6 months; we may operate Business in interim if it is not then managed properly.

	Provision	Section in Franchise Agreement	Summary
q.	Non-competition covenants during the term of the franchise	12	Anyone owning interest in, performing services for, or loaning money or guaranteeing loan to competitive business, wherever located or operating; no diverting business to competitive business. "Competitive Business" means any (a) business providing athletic "obstacle course" and related activities, including but not limited to, physical fitness, team building and corporate events, or (b) business granting franchises or licenses to others to operate the type of business described in clause (a).
r.	Non-competition covenants after the franchise is terminated or expires	19.E	For 2 years after franchise term, no owning interest in or performing services for Competitive Business located or operating at Business's site, within 10 miles of Business's site, or within 10 miles of another Ninja Nation Business (same restrictions apply after transfer).
s.	Modification of the agreement	21.K	No modifications generally, but we may change Operations Manual and Brand Standards.
t.	Integration/merger clause	21.M	Only terms of Franchise Agreement and other documents you sign with us are binding (subject to state and federal law). Any representations or promises outside of the disclosure document, Franchise Agreement, and MUDA may not be enforceable.
u.	Dispute resolution by arbitration or mediation	21.F	We and you must arbitrate all disputes within 10 miles of where we have our principal business address when the arbitration demand is filed (it currently is in Denver, Colorado) (subject to state law).
v.	Choice of forum	21.H	Subject to arbitration requirements, litigation must be (with limited exception) in courts closest to where we, as franchisor, have our principal business address when the action is commenced (it currently is in Denver, Colorado) (subject to applicable state law).
w.	Choice of law	21.G	Colorado law applies under Franchise Agreement (subject to applicable state law).

Provision	Section in Multi-Unit Development Agreement	Summary
a. Length of the franchise term	4(a)	The MUDA term ends on the date the last Business opens under the development schedule, or a date that the parties agree to based on the number of Ninja Nation Businesses involved.
b. Renewal or extension of the term	4(b)	No renewal or extension of the MUDA.
c. Requirements for franchisee to renew or extend	Not Applicable	No renewal or extension of the MUDA.
d. Termination by franchisee	Not Applicable	Not applicable
e. Termination by franchisor without cause	Not Applicable	We may not terminate your MUDA without cause.
f. Termination by franchisor with cause	13 and 14	We may terminate your MUDA only if you or your owners commit one of several listed violations.
g. "Cause" defined — curable defaults	13 and 14	A curable default consists of the breach of any of your obligations under any agreement with us or our affiliates, other than an incurable default listed below Requesting the appointment of a receiver or assigning your interest may also constitute a curable default. If you do not remedy a curable default within 30 days after notice, we may terminate your Multi-Unit Development Agreement.
h. "Cause" defined — non-curable defaults	13	We may terminate the MUDA if you default in the performance of any of your obligations under the MUDA or any other agreement with us or our affiliates, including failure to meet the Performance Schedule or to make payments as and when due; you become insolvent; or we discover inaccuracies in any of your representations in the MUDA.

Provision	Section in Multi-Unit Development Agreement	Summary
i. Franchisee's obligations on termination/nonrenewal	14	You must cease to select or develop any sites for a Ninja Nation Business or hold yourself out as a Ninja Nation Business developer. However, the termination of the MUDA will not affect your right to open and operate a Ninja Nation Business under any effective Franchise Agreement.
j. Assignment of contract by franchisor	16(a)	No restriction on our right to assign; we may assign without your approval.
k. "Transfer" by franchisee — defined	16(b)	Any transfer, assignment or pledge of the Multi-Unit Development Agreement will constitute a "transfer" of the agreement.
l. Franchisor approval of transfer by franchisee	16	We must approve all transfers; no transfer without our prior written consent.
m. Conditions for franchisor approval of transfer	16	You may not transfer any interest in your MUDA without our express written consent.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not applicable
p. Death or disability of franchisee	16(e)	Must transfer to approved party within 6 months; we may operate Business in interim if it is not then managed properly.
q. Non-competition covenants during the term of the franchise	12	No owning interest in, performing services for, or loaning money or guaranteeing loan to competitive business, wherever located or operating; no diverting business to competitive business. "Competitive Business" means any (a) business providing athletic "obstacle course" and related activities, including but not limited to, physical fitness, team building and corporate events, or (b) business granting franchises or licenses to others to operate the type of business described in clause (a).

Provision	Section in Multi-Unit Development Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	12	For 2 years after MUDA term, no owning interest in or performing services for Competitive Business located or operating at Business's site, within 10 miles of Business's site, or within 10 miles of another Ninja Nation Business (same restrictions apply after transfer).
s. Modification of the agreement	28	You and we must agree in writing to any modifications to the MUDA.
t. Integration/merger clause	19	Only terms of Franchise Agreement and other documents you sign with us are binding (subject to state and federal law). Any representations or promises outside of the disclosure document, Franchise Agreement, and MUDA may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	We and you must arbitrate all disputes within 10 miles of where we have our principal business address when the arbitration demand is filed (it currently is in Denver, Colorado) (subject to state law).
v. Choice of forum	23	Subject to arbitration requirements, litigation must be (with limited exception) in courts closest to where we, as franchisor, have our principal business address when the action is commenced (it currently is in Denver, Colorado) (subject to applicable state law).
w. Choice of law	22	Colorado law applies under Franchise Agreement and MUDA (subject to applicable state law).

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

(2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Our parent, Ninja Nation LLC, owns and operates three Ninja Nation Businesses, two of which are located in Colorado, and one of which is located in Texas. One business has been open since July 2018; one business has been open since September 2018 and one business has been open since October 2018. All three of these Ninja Nation Businesses operate a Mobile Unit. These three businesses use the business format and operating procedures for a Ninja Nation Business that form the basis of the franchise opportunity that we offer in this disclosure document.

Table 1: The following table is a historical quarterly profit and loss statement for our three parent-owned businesses for the fiscal years 2021 and for the first quarter ended March 31, 2022.

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Average, Median, High and Low

(Dollars in Thousands)	Q1 2021 Total	Q2 2021 Total	Q3 2021 Total	Q4 2021 Total	2021 Total	Q1 2022 Total	Q1 2022 Annualized
Average							
Gross Revenues	$201	$308	$246	$278	$1,033	$294	$1,175
Royalty (7%)	$14	$22	$17	$19	$72	$21	$82
Technology Fee (1%)	$2	$3	$2	$3	$10	$3	$12
Cost of Goods Sold	$7	$13	$12	$9	$41	$9	$36
Insurance	$11	$10	$10	$7	$39	$7	$29
Credit Card Processing	$4	$8	$9	$7	$29	$11	$44
Marketing Expenditures	$0	$0	$0	$1	$1	$2	$8
Management Labor	$14	$14	$14	$14	$55	$14	$55
Labor	$46	$100	$91	$79	$316	$77	$310
Revenue Less Disclosed Expenses	**$103**	**$138**	**$90**	**$139**	**$470**	**$150**	**$598**
Median							
Gross Revenues	$201	$307	$240	$304	$1,069	$282	$1,128
Royalty (7%)	$14	$21	$17	$21	$75	$20	$79
Technology Fee (1%)	$2	$3	$2	$3	$11	$3	$11
Cost of Goods Sold	$6	$13	$12	$9	$42	$9	$38
Insurance	$10	$10	$9	$9	$37	$9	$36
Credit Card Processing	$4	$8	$8	$7	$27	$10	$40
Marketing Expenditures	$0	$0	$0	$0	$1	$2	$8
Management Labor	$14	$14	$14	$14	$55	$14	$55
Labor	$45	$89	$89	$70	$293	$77	$308
Revenue Less Disclosed Expenses	**$97**	**$159**	**$88**	**$148**	**$496**	**$134**	**$536**
High							
Gross Revenues	$218	$374	$270	$319	$1,164	$331	$1,324
Royalty (7%)	$15	$26	$19	$22	$81	$23	$93
Technology Fee (1%)	$2	$4	$3	$3	$12	$3	$13
Cost of Goods Sold	$12	$15	$14	$14	$52	$10	$41
Insurance	$13	$12	$12	$9	$46	$9	$36
Credit Card Processing	$5	$9	$10	$8	$31	$14	$55
Marketing Expenditures	$0	$1	$0	$2	$2	$2	$8
Management Labor	$14	$14	$14	$14	$55	$14	$55
Labor	$53	$136	$114	$105	$409	$84	$337
Revenue Less Disclosed Expenses	**$119**	**$163**	**$106**	**$173**	**$557**	**$191**	**$766**
Low							
Gross Revenues	$184	$243	$227	$212	$866	$268	$1,072
Royalty (7%)	$13	$17	$16	$15	$61	$19	$75
Technology Fee (1%)	$2	$2	$2	$2	$9	$3	$11
Cost of Goods Sold	$4	$10	$11	$5	$30	$7	$28
Insurance	$10	$9	$9	$4	$33	$4	$16
Credit Card Processing	$4	$7	$8	$7	$27	$10	$39
Marketing Expenditures	$0	$0	$0	$0	$0	$2	$8
Management Labor	$14	$14	$14	$14	$55	$14	$55
Labor	$38	$75	$70	$60	$244	$71	$285
Revenue Less Disclosed Expenses	**$93**	**$92**	**$77**	**$95**	**$357**	**$123**	**$494**

Note to Table 1: For the above three parent-owned businesses the percentage of those locations that achieved or exceeded the average in all categories was 67%.

Table 2: The following table is a historical quarterly profit and loss statement for our two franchisee-owned businesses minus certain expenses for the fiscal year 2021 and for the first quarter ended March 31, 2022.

Average, Median, High and Low

(Dollars in Thousands)	Q1 2021 Total	Q2 2021 Total	Q3 2021 Total	Q4 2021 Total	2021 Total	Q1 2022 Total	Q1 2022 Annualized
Average							
Gross Revenues	$45	$135	$147	$147	$474	$177	$706
Royalty (7%)	$3	$9	$10	$10	$33	$12	$49
Technology Fee (1%)	$0	$1	$1	$1	$5	$2	$7
Cost of Goods Sold	$11	$9	$10	$7	$37	$7	$28
Insurance	$13	$13	$14	$11	$51	$8	$33
Credit Card Processing	$2	$3	$6	$5	$16	$5	$19
Marketing Expenditures	$4	$17	$7	$5	$32	$7	$27
Management Labor	$7	$14	$14	$14	$48	$14	$55
Labor	$30	$50	$87	$62	$229	$72	$288
Revenue Less Disclosed Expenses	**($25)**	**$19**	**($1)**	**$31**	**$23**	**$50**	**$199**
Median							
Gross Revenues	$45	$135	$147	$147	$474	$177	$706
Royalty (7%)	$3	$9	$10	$10	$33	$12	$49
Technology Fee (1%)	$0	$1	$1	$1	$5	$2	$7
Cost of Goods Sold	$11	$9	$10	$7	$37	$7	$28
Insurance	$13	$13	$14	$11	$51	$8	$33
Credit Card Processing	$2	$3	$6	$5	$16	$5	$19
Marketing Expenditures	$4	$17	$7	$5	$32	$7	$27
Management Labor	$7	$14	$14	$14	$48	$14	$55
Labor	$30	$50	$87	$62	$229	$72	$288
Revenue Less Disclosed Expenses	**($25)**	**$19**	**($1)**	**$31**	**$23**	**$50**	**$199**
High							
Gross Revenues	$72	$159	$148	$168	$503	$223	$893
Royalty (7%)	$5	$11	$10	$12	$35	$16	$63
Technology Fee (1%)	$1	$2	$1	$2	$5	$2	$9
Cost of Goods Sold	$18	$10	$12	$9	$45	$9	$38
Insurance	$17	$16	$18	$11	$61	$8	$34
Credit Card Processing	$2	$4	$6	$6	$18	$5	$22
Marketing Expenditures	$6	$25	$11	$9	$52	$11	$43
Management Labor	$14	$14	$14	$14	$55	$14	$55
Labor	$54	$64	$90	$64	$271	$82	$327
Revenue Less Disclosed Expenses	**($25)**	**$33**	**$1**	**$52**	**$32**	**$76**	**$302**
Low							
Gross Revenues	$18	$111	$146	$125	$446	$130	$520
Royalty (7%)	$1	$8	$10	$9	$31	$9	$36
Technology Fee (1%)	$0	$1	$1	$1	$4	$1	$5
Cost of Goods Sold	$3	$8	$9	$5	$29	$5	$19
Insurance	$10	$10	$9	$11	$40	$8	$33
Credit Card Processing	$1	$3	$5	$4	$13	$4	$16
Marketing Expenditures	$1	$8	$2	$2	$13	$3	$11
Management Labor	$0	$14	$14	$14	$41	$14	$55
Labor	$7	$36	$84	$60	$187	$62	$248
Revenue Less Disclosed Expenses	**($25)**	**$4**	**($4)**	**$11**	**$14**	**$24**	**$96**

Note to Table 2: For the above two franchisee-owned businesses the percentage of those locations that achieved or exceeded the average in all categories was 50%.

Notes:

The above numbers are represented thousands. Example: $66 is $66,000; $5 is $5,000 and $1,104 is $1,104,000.

Our parent-owned businesses did not pay royalties, technology fee or brand fund contributions to us and are not required to spend a defined amount in their local areas for marketing. These fees are estimates of what our parent-owned businesses would have incurred for these fees.

"Gross Revenue" is defined as the aggregate amount of all revenue and other consideration generated from any source, including revenue and other consideration generated from selling services, products, and merchandise; other types of revenue you receive, including the proceeds of business interruption insurance; and (if we allow barter) the value of services, products, and merchandise bartered in exchange for the Business' services, products, or merchandise. All transactions must be entered into the Computer System at the full, standard retail price for purposes of calculating Gross Revenue. However, Gross Revenue excludes: (i) federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority; (ii) proceeds from insurance, excluding business interruption insurance; and (iii) proceeds from any civil forfeiture, condemnation, or seizure by government entities.

"Cost of Goods Sold" includes birthday party supplies and refreshments, cost of merchandise and concessions sold at the arenas, and other direct costs associated with competitions and other events.

"Insurance" includes general and liability insurance, workers compensation, and other insurance coverages at the arenas required by state and local regulations.

"Credit card processing" includes fees charged by the merchant services provider for the arenas to accept payments by credit card.

"Marketing expenditures" include traditional and digital advertising, signage, collateral, and other forms of advertising and marketing for the arenas.

"Management labor" includes the salaries and payroll taxes for arena managers.

"Labor" includes wages and payroll taxes for non-Management labor.

Written substantiation of the data used in preparing the information above will be made available to you on reasonable request.

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives

to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projection of your future income from us or one of our employees, you should report it to the franchisor's management by contacting Wayne Cavanaugh, 558 Castle Pines Pkwy., Unit B4-109, Castle Pines, Colorado 60108 (970) 632-2888 or the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For years 2019 to 2021

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	2019	0	0	0
	2020	0	1	+1
	2021	1	2	+1
Company-Owned	2019	3	3	0
	2020	3	3	0
	2021	3	3	0
Total Outlets	2019	3	3	0
	2020	3	4	+1
	2021	4	5	+1

Table No. 2

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

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2019	0
	2020	0
	2021	0
Total	2019	0
	2020	0
	2021	0

Table No. 3

Status of Franchised Outlets
For years 2019 to 2021

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Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
North Carolina	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Texas	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Totals	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2

Note: No franchisee listed in this Table 3 is operating under a Multi-Unit Development Agreement.

Table No. 4

Status of Company-Owned Outlets
For years 2019 to 2021

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
Colorado	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Texas	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

Totals	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3

Table No. 5

Projected Openings as of December 31, 2021

Column 1 State	Column 2 Franchise Agreements Signed But Outlets 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
Colorado	1	0	0
Tennessee	1	1	0
Texas	1	2	0
Total	3	3	0

The names, addresses and telephone numbers of our current franchisees, if any, including those that have signed agreements with us but have not opened their Ninja Nation Business as of the end of our previous fiscal year, are attached to this Disclosure Document as Exhibit H.

There were no franchisees that had Ninja Nation Businesses terminated, canceled, or not renewed, or that otherwise voluntarily or involuntarily ceased doing business under our Franchise Agreement or MUDA, during our last fiscal year or that have not communicated with us within 10 weeks of this disclosure document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses restricting them from discussing with you their experiences as a franchisee in our franchise system. There are no trademark-specific franchisee organizations associated with the Ninja Nation Business franchise system.

Item 21
FINANCIAL STATEMENTS

Exhibit A contains our audited financial statements as of December 31, 2021, 2020 and 2019. Our fiscal year end is December 31.

Item 22
CONTRACTS

The following contracts/documents are exhibits:

1. Franchise Agreement, including Mobile Unit Addendum (Exhibit B)
2. Multi-Unit Development Agreement (Exhibit C)
3. Franchisee Representations Document (Exhibit F)
4. State-Specific Agreement Riders (Exhibit G)

Item 23
RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are located at the last 2 pages of this disclosure document.

EXHIBIT A

FINANCIAL STATEMENTS

Ninja Nation Fitness Group, LLC

(a wholly owned subsidiary of Ninja Nation, LLC)

Financial Report

December 31, 2021

Ninja Nation Fitness Group, LLC

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plante moran

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Independent Auditor's Report

To the Board of Directors
Ninja Nation Fitness Group, LLC

Opinion

We have audited the financial statements of Ninja Nation Fitness Group, LLC (the "Company"), which comprise the balance sheet as of December 31, 2021, 2020, and 2019 and the related statements of operations, member's equity, and cash flows for the years ended December 31, 2021 and 2020 and for the period from June 26, 2019 (inception) through December 31, 2019, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, 2020, and 2019 and the results of its operations and its cash flows for the years ended December 31, 2021, and 2020 and for the period from June 26, 2019 (inception) through December 31, 2019 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audits of the Financial Statements* section of our report. We are required to be independent of the Company and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 3 to the financial statements, the 2020 financial statements have been restated to correct an error in accounting for initial franchise fees that was discovered in 2021. Our opinion is not modified with respect to this matter.

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 the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audits of the Financial Statements

Our 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 our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that audits conducted in accordance with GAAS 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.

PRAXITY
Empowering Business Globally

To the Board of Directors
Ninja Nation Fitness Group, LLC

In performing audits in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- 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 audits in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Plante & Moran, PLLC

April 28, 2022

Ninja Nation Fitness Group, LLC

Balance Sheet

December 31, 2021, 2020, and 2019

	2021	2020 (As Restated)	2019
Assets			
Current Assets			
Cash	$ 332,946	$ 249,996	$ 100,000
Deferred franchise costs - Current	14,118	-	-
Prepaid expenses	16,406	13,125	-
Deferred Franchise Costs - Net of current	268,232	-	-
Total assets	**$ 631,702**	**$ 263,121**	**$ 100,000**
Liabilities and Member's Equity			
Current Liabilities			
Accounts payable and accrued expenses	$ -	$ -	$ 2,484
Deferred revenue - Current	114,783	48,000	48,000
Deferred Revenue - Net of current	396,217	-	-
Total liabilities	511,000	48,000	50,484
Member's Equity	120,702	215,121	49,516
Total liabilities and member's equity	**$ 631,702**	**$ 263,121**	**$ 100,000**

See notes to financial statements. 3

Ninja Nation Fitness Group, LLC

Statement of Operations

	Year Ended December 31, 2021	Year Ended December 31, 2020 (As Restated)	Period from June 26, 2019 (Inception) through December 31, 2019
Net Revenue			
Franchise fee income	$ 48,000	$ 48,000	$ -
Royalty income	74,213	5,513	-
Merchandise sales	592	12,418	-
Total net revenue	122,805	65,931	-
Operating Expenses	159,231	153,438	91,766
Net Loss	**$ (36,426)**	**$ (87,507)**	**$ (91,766)**

See notes to financial statements.

Ninja Nation Fitness Group, LLC

Statement of Member's Equity

Balance - June 26, 2019 (inception)	$ -
Net loss	(91,766)
Contributions	141,282
Balance - December 31, 2019	49,516
Net loss (as restated)	(87,507)
Contributions	253,112
Balance - December 31, 2020 (as restated)	215,121
Net loss	(36,426)
Distributions	(57,993)
Balance - December 31, 2021	**$ 120,702**

See notes to financial statements.

Ninja Nation Fitness Group, LLC

Statement of Cash Flows

	Year Ended December 31, 2021	Year Ended December 31, 2020 (As Restated)	Period from June 26, 2019 (Inception) through December 31, 2019
Cash Flows from Operating Activities			
Net loss	$ (36,426)	$ (87,507)	$ (91,766)
Adjustments to reconcile net loss to net cash from operating activities -			
Changes in operating assets and liabilities that (used) provided cash:			
Prepaid expenses	(3,281)	(13,125)	-
Deferred franchise costs	(282,350)	-	-
Accounts payable and accrued expenses	-	(2,484)	2,484
Deferred revenue	463,000	-	48,000
Net cash provided by (used in) operating activities	140,943	(103,116)	(41,282)
Cash Flows from Financing Activities			
Contributions of member equity	-	253,112	141,282
Distributions of member equity	(57,993)	-	-
Net cash (used in) provided by financing activities	(57,993)	253,112	141,282
Net Increase in Cash	82,950	149,996	100,000
Cash - Beginning of period	249,996	100,000	-
Cash - End of period	**$ 332,946**	**$ 249,996**	**$ 100,000**

See notes to financial statements.

Note 1 - Nature of Business

Ninja Nation Fitness Group, LLC (the "Company"), a wholly owned subsidiary of Ninja Nation, LLC (the "Parent") formed in Delaware on June 26, 2019, is engaged in the business of selling franchises to own and operate a business that currently provides obstacle course arenas for youth and adults to play, train, and compete. These businesses are called NINJA NATION. The Parent provides funds for operational needs of the Company. The operating results could vary significantly if it operated independently of the Parent. Accordingly, this affiliation and other related party disclosures must be taken into consideration in reviewing the accompanying financial statements. There are 2 franchises in operation and 15 franchises that were sold but not opened as of December 31, 2021.

Note 2 - Significant Accounting Policies

Basis of Presentation

The financial statements of the Company have been prepared on the basis of generally accepted accounting principles (GAAP). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements. Actual results could differ from those estimates.

COVID-19

On March 11, 2020, the World Health Organization declared the outbreak of a respiratory disease caused by a new coronavirus a pandemic. First identified in late 2019 and now known as COVID-19, the outbreak has impacted millions of individuals worldwide. In response, many countries have implemented measures to combat the outbreak that have impacted global business operations. During 2021, the Company has seen a recovery in operations as pandemic restrictions have lifted. While the Company's results of operations, cash flows, and financial condition were not negatively impacted during the year ended December 31, 2021, the Company has seen a delay in franchise openings, and the extent of any future impact cannot be reasonably estimated at this time.

Revenue Recognition

The Company's revenue consists of franchise fees, royalties, and other. The Company franchises the right to operate NINJA NATION businesses. The initial term of the franchise agreement is typically 10 years from the first day on which the business opens to the public, with an option to renew for a fee or transfer the franchise agreement to a new or existing franchisee, at which point a transfer or renewal fee is typically paid.

The Company has obligations to provide franchisees with the franchise rights to operate NINJA NATION businesses, training, and other assistance to launch their center, as well as to provide software and technology services and brand marketing and advertising support. The Company has elected to adopt Accounting Standards Update No. 2021-02, *Franchisors - Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient*, to address concerns about the complexity of applying Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, to private company franchisors, specifically relating to the amount and timing of revenue recognition for initial franchise fees. The Company has concluded that certain preopening services (training, site selection, etc.) are a separate performance obligation distinct from the franchise license. Therefore, initial franchise fees for preopening services are allocated between the preopening services and the franchise right for each individual franchise. The preopening services revenue is recognized when the franchise is opened, as the Company cannot reasonably estimate its progress toward satisfaction of that obligation. Typically, the initial franchise fee is less than the stand-alone selling price of the preopening services provided; therefore, the initial fee is fully recognized by the time the business opens. Renewal fees are recognized over the renewal term for the respective franchise from the start of the renewal period. Transfer fees are recognized over the remaining term of the franchise agreement beginning at the time of transfer.

Note 2 - Significant Accounting Policies (Continued)

When a franchise agreement is terminated voluntarily by the franchisee or due to the default of the franchisee, the Company recognizes the remaining initial franchise fee as revenue earned, as no further performance obligations need to be satisfied, and the initial franchise fee is not refundable per the franchise agreement.

The opening balance of deferred revenue as of June 26, 2019 (inception) was $0.

Revenue for royalties is recognized over the term of the respective franchise agreement as the underlying sales occur.

Merchandise sales are recognized at a point in time when shipment occurs.

Payment Terms

Initial franchise, renewal, and transfer fees are due and typically paid when a franchise agreement is executed and are nonrefundable. These fees are collected prior to the satisfaction of the Company's performance obligations, resulting in the Company recognizing deferred revenue. Amounts that are expected to be recognized as revenue within one year are classified as current deferred revenue in the balance sheet. Royalties are paid on a monthly basis based upon a percentage of franchisee gross sales.

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to operate a store. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that agreements will not be canceled, renewed, or modified.

The Company's franchise agreements require the payment of various fixed and variable fees. Variable consideration includes revenue related to royalties, as the transaction price is based on the franchisees sales. The variable consideration is recognized based on the actual amounts earned each month.

The Company allocates consideration to the distinct obligation based on the observable stand-alone selling price of the services or goods provided based upon either fees charged by the Company for the stand-alone service or based on the observable stand-alone selling price of third-party service providers for similar services or on a cost-plus-margin basis. The remaining consideration is allocated to the franchise right.

Costs to Obtain a Franchise Agreement

The Company incurs broker commissions paid to third parties to obtain franchise agreements with franchisees. The commissions are related to the franchise fee agreement, which typically has a term of 10 years. As a result, the commissions are capitalized as deferred franchise costs and are expensed over the term of the respective franchise agreement. Amounts that are expected to be expensed within one year are classified as current deferred franchise costs in the balance sheet.

Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. Members are taxed individually on their pro rata ownership share of the Company's earnings. The Company's net income or loss is allocated among the members in accordance with the Company's operating agreement.

Advertising Expense

Advertising expense is charged to income during the year in which it is incurred. Advertising expense for for December 31, 2021, 2020, and 2019 was $1,818, $16,749, and $4,700, respectively.

Note 2 - Significant Accounting Policies (Continued)

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including April 28, 2022, which is the date the financial statements were available to be issued.

Note 3 - Restatement

Revenue related to preopening services was previously recognized ratably over the term the services were provided through the estimated date the franchise would open. During 2021, the Company determined that it does not have a reasonable basis to estimate its progress toward satisfaction of the preopening services obligation due to delays from COVID-19. Since the cost of providing the preopening costs is incurred by the Parent, the Company has determined it is appropriate to recognize revenue once the preopening services are complete and the franchisee has opened. As a result, the balance sheet and statements of operations, member's equity, and cash flows as of and for the year ended December 31, 2020 have been restated.

The following financial statement line items for fiscal year 2020 were affected by the restatement:

Statement of Operations

	As Originally Reported	As Restated	Effect of Change
Franchise fee income	$ 66,000	$ 48,000	$ (18,000)
Net loss	(69,507)	(87,507)	(18,000)

Balance Sheet

	As Originally Reported	As Restated	Effect of Change
Deferred revenue	$ 30,000	$ 48,000	$ 18,000
Member's equity	233,121	215,121	(18,000)

Ninja Nation Fitness Group, LLC

(a wholly owned subsidiary of Ninja Nation, LLC)

Financial Report

December 31, 2020

Ninja Nation Fitness Group, LLC

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Independent Auditor's Report

To the Member
Ninja Nation Fitness Group, LLC

We have audited the accompanying financial statements of Ninja Nation Fitness Group, LLC (the "Company"), which comprise the balance sheet as of December 31, 2020 and 2019 and the related statements of operations, member's equity, and cash flows for the year ended December 31, 2020 and for the period from June 26, 2019 (inception) through December 31, 2019, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ninja Nation Fitness Group, LLC as of December 31, 2020 and 2019 and the results of its operations and its cash flows for the year ended December 31, 2020 and for the period from June 26, 2019 (inception) through December 31, 2019 in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described in Note 2 to the financial statements, the Company adopted Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, and Accounting Standards Update No. 2021-02, *Franchisors - Revenue from Contracts with Customers*, using the modified retrospective adoption method. Our opinion is not modified with respect to this matter.

Plante & Moran, PLLC

May 6, 2021

Ninja Nation Fitness Group, LLC

Balance Sheet

December 31, 2020 and 2019

	2020	2019
Assets		
Current Assets		
Cash	$ 249,996	$ 100,000
Prepaid expenses	13,125	-
Total assets	**$ 263,121**	**$ 100,000**
Liabilities and Member's Equity		
Current Liabilities		
Accounts payable and accrued expenses	$ -	$ 2,484
Deferred revenue	30,000	48,000
Total liabilities	30,000	50,484
Member's Equity	233,121	49,516
Total liabilities and member's equity	**$ 263,121**	**$ 100,000**

See notes to financial statements. 2

Ninja Nation Fitness Group, LLC

Statement of Operations

	Year Ended December 31, 2020	Period from June 26, 2019 (Inception) through December 31, 2019
Net Revenue		
Franchise fee income	$ 66,000	$ -
Royalty income	5,513	-
Merchandise sales	12,418	-
Total net revenue	83,931	-
Operating Expenses	153,438	91,766
Net Loss	**$ (69,507)**	**$ (91,766)**

See notes to financial statements.

Ninja Nation Fitness Group, LLC

Statement of Member's Equity

Balance - June 26, 2019 (inception)	$ -
Net loss	(91,766)
Contributions	141,282
Balance - December 31, 2019	49,516
Net loss	(69,507)
Contributions	253,112
Balance - December 31, 2020	**$ 233,121**

See notes to financial statements.

Ninja Nation Fitness Group, LLC

Statement of Cash Flows

	Year Ended December 31, 2020	Period from June 26, 2019 (Inception) through December 31, 2019
Cash Flows from Operating Activities		
Net loss	$ (69,507)	$ (91,766)
Adjustments to reconcile net loss to net cash from operating activities -		
Changes in operating assets and liabilities that (used) provided cash:		
Prepaid expenses	(13,125)	-
Accounts payable and accrued expenses	(2,484)	2,484
Deferred franchise fees	(18,000)	48,000
Net cash used in operating activities	(103,116)	(41,282)
Cash Flows Provided by Financing Activities - Member contributions	253,112	141,282
Net Increase in Cash	149,996	100,000
Cash - Beginning of period	100,000	-
Cash - End of period	**$ 249,996**	**$ 100,000**

See notes to financial statements.

Note 1 - Nature of Business

Ninja Nation Fitness Group, LLC (the "Company"), a wholly owned subsidiary of Ninja Nation, LLC (the "Parent") formed in Delaware on June 26, 2019, is engaged in the business of selling franchises to own and operate a business that currently provides obstacle course arenas for youth and adults to play, train, and compete. These businesses are called NINJA NATION. The Parent provides funds for operational needs of the Company. The operating results could vary significantly if it operated independently of the Parent. Accordingly, this affiliation and other related party disclosures must be taken into consideration in reviewing the accompanying financial statements. There is one franchise in operation and one franchise that was sold but not opened as of December 31, 2020.

Note 2 - Significant Accounting Policies

Basis of Presentation

The financial statements of the Company have been prepared on the basis of generally accepted accounting principles (GAAP). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements. Actual results could differ from those estimates.

COVID-19

On March 11, 2020, the World Health Organization declared the outbreak of a respiratory disease caused by a new coronavirus a pandemic. First identified in late 2019 and now known as COVID-19, the outbreak has impacted millions of individuals worldwide. In response, many countries have implemented measures to combat the outbreak that have impacted global business operations. During 2020 and through the date of issuance of the financial statements, the Company continues to be affected by mandatory closures and reduced capacity.

Due to significant uncertainty surrounding the situation, management's judgment regarding the impact of the pandemic may change in the future. The extent of the impact cannot be reasonably estimated at this time.

Adoption of New Accounting Pronouncement

As of January 1, 2020, the Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU also requires additional disclosure about the nature, amount, timing, and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. The Company adopted the new standard using the modified retrospective method. In addition, the Company has elected to adopt Accounting Standards Update No. 2021-02, *Franchisors - Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient*, to address concerns about the complexity of applying Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, to private company franchisors, specifically relating to the amount and timing of revenue recognition for initial franchise fees. The adoption did not have a material impact to the financial statements.

Revenue Recognition

The Company's revenue consists of franchise fees, royalties, and other. The Company franchises the right to operate NINJA NATION businesses. The initial term of the franchise agreement is typically 10 years from the first day on which the business opens to the public, with an option to renew for a fee or transfer the franchise agreement to a new or existing franchisee, at which point a transfer or renewal fee is typically paid.

Note 2 - Significant Accounting Policies (Continued)

The Company has obligations to provide franchisees with the franchise rights to operate NINJA NATION businesses, training, and other assistance to launch their center, as well as to provide software and technology services and brand marketing and advertising support. The Company has concluded that certain preopening services (training, site selection, etc.) are a separate performance obligation distinct from the franchise license. Therefore, initial franchise fees for preopening services are allocated between the preopening services and the franchise right for each individual franchise. The preopening services revenue is recognized over the term the services are provided through the date the franchise is opened. The distinct obligation is recognized over the period the services are provided measured on the output method of time incurred as the obligation is satisfied. Typically, the initial franchise fee is less than the stand-alone selling price of the preopening services provided; therefore, the initial fee is fully recognized by the time the business opens. Renewal fees are recognized over the renewal term for the respective franchise from the start of the renewal period. Transfer fees are recognized over time, as services are provided to the transferees at the time of transfer.

When a franchise agreement is terminated voluntarily by the franchisee or due to the default of the franchisee, the Company recognizes the remaining initial franchise fee as revenue earned, as no further performance obligations need to be satisfied, and the initial franchise fee is not refundable per the franchise agreement.

Revenue for royalties is recognized over the term of the respective franchise agreement as the underlying sales occur.

Merchandise sales are recognized at a point in time when shipment occurs.

Payment Terms

Initial franchise, renewal, and transfer fees are due and typically paid when a franchise agreement is executed and are nonrefundable. These fees are collected prior to the satisfaction of the Company's performance obligations, resulting in the Company recognizing deferred revenue. Amounts that are expected to be recognized as revenue within one year are classified as current deferred revenue in the balance sheet. Royalties are paid on a monthly basis based upon a percentage of franchisee gross sales.

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to operate a store. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that agreements will not be canceled, renewed, or modified.

The Company's franchise agreements require the payment of various fixed and variable fees. Variable consideration includes revenue related to royalties, as the transaction price is based on the franchisees sales. The variable consideration is recognized based on the actual amounts earned each month.

The Company allocates consideration to the distinct obligation based on the observable stand-alone selling price of the services or goods provided based upon either fees charged by the Company for the stand-alone service or based on the observable stand-alone selling price of third-party service providers for similar services or on a cost-plus-margin basis. The remaining consideration is allocated to the franchise right.

Note 2 - Significant Accounting Policies (Continued)

Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. Members are taxed individually on their pro rata ownership share of the Company's earnings. The Company's net income or loss is allocated among the members in accordance with the Company's operating agreement.

Advertising Expense

Advertising expense is charged to income during the year in which it is incurred. Advertising expense for for December 31, 2020 and 2019 was $22,546 and $4,700, respectively.

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including May 6, 2021, which is the date the financial statements were available to be issued.

EXHIBIT B

FRANCHISE AGREEMENT

NINJA NATION FITNESS GROUP, LLC
FRANCHISE AGREEMENT

_____
FRANCHISEE NAME

_____
_____
_____
BUSINESS ADDRESS

NINJA NATIONFITNESS GROUP, LLC
FRANCHISE AGREEMENT

This Franchise Agreement (this "**Agreement**") is made by and between **NINJA NATION FITNESS GROUP, LLC**, a Delaware limited liability company whose principal business address is 558 Castle Pines Pkwy., Suite B4-109, Castle Pines, Colorado 80108 ("**we**," "**us**," or "**our**"), and _____, a(n) _____ ("**you**" or "**your**"), and is effective as of the date we sign it as the franchisor, which is set forth next to our signature at the end of this Agreement (the "**Effective Date**").

1. Preambles

We and certain of our affiliates have created, designed, and developed a concept of obstacle course arenas identified by the Marks (defined below) that currently provides facilities for youth and adults to play, train and compete (the "**Ninja Nation Concept**"). We and such affiliates currently use, promote, and license certain trademarks, service marks, and other commercial symbols for the Ninja Nation Concept, including "Ninja Nation®," and from time to time we and our affiliates may create, use, and license new trademarks, service marks, and commercial symbols (collectively, the "**Marks**"). One of our affiliates owns the Marks, the Confidential Information (defined in Section 9 below), and all aspects of our branded system and licenses that intellectual property to us for use in our franchise program for Ninja Nation Businesses ("**Ninja Nation Business**").

We offer and grant franchises to operate a Ninja Nation Business using the business formats, methods, procedures, designs, layouts, trade dress, standards, specifications, and Marks, all of which we and our affiliates periodically may improve, further develop, and otherwise modify (collectively, the "**Franchise System**").

You have applied for a franchise to operate a Ninja Nation Business, and we are willing to grant you the franchise on the terms and conditions contained in this Agreement.

2. Acknowledgments

You acknowledge that:

i. You independently investigated the Ninja Nation Business franchise opportunity and recognize that, like any other business, the nature of the Business may, and probably will, evolve and change over time.

ii. Investing in a Ninja Nation Business involves business risks that could result in your losing a significant portion or all of your investment.

iii. We have not made any express or implied guaranty or representation as to the extent to which we and our affiliates will continue developing and expanding the Ninja Nation Business network.

iv. Your business abilities and efforts are vital to your success.

v. Attracting customers for your Ninja Nation Business will require you to make consistent marketing efforts in your community, including through media advertising, direct mail and on-line advertising, social media marketing and networking, and display and use of promotional materials.

vi. Retaining customers for your Ninja Nation Business will require you to maintain the premises, provide a high level of customer service, and adhere strictly to the Franchise System and our Brand Standards (defined in Section 6.G below and categorized in Section 7.C below).

vii. You are committed to maintaining our Brand Standards.

viii. Other than for disclosures in our franchise disclosure document, you have not received from us or our affiliates and are not relying upon any representations or guarantees, express or implied, of a Ninja Nation Business' potential volume, revenue, income, or profits.

ix. In their dealings with you, our officers, directors, employees, consultants, lawyers, and agents act only in a representative, and not in an individual, capacity, and business dealings between you and them as a result of this Agreement are deemed to be only between you and us.

x. You have represented to us, to induce our signing this Agreement, that all application and qualification materials you gave us are accurate and complete, and you made no misrepresentations or material omissions to obtain the franchise.

xi. You read this Agreement and our franchise disclosure document and understand and accept that this Agreement's terms and covenants are reasonably necessary for us to maintain our high product quality and service standards (and the uniformity of those standards at each Ninja Nation Business) and to protect and preserve the goodwill of the Marks.

xii. We have not made any representation, warranty, or other claim regarding this Ninja Nation Business franchise opportunity other than those made in this Agreement and our franchise disclosure document, and you independently evaluated this opportunity (including by using your business professionals and advisors) and relied solely upon those evaluations in deciding to sign this Agreement.

xiii. You had an opportunity to ask questions and to review materials of interest to you concerning the Ninja Nation Business franchise opportunity.

xiv. You had an opportunity, and we encouraged you, to have an attorney or other professional advisor review this Agreement and all other materials we gave or made available to you.

3. Grant of Franchise

A. Grant of Franchise

Subject to this Agreement's terms, we grant you the right, and you commit, to operate a Ninja Nation Business at the address identified on Exhibit A-1 (the "**Business**") using the Franchise System and the Marks. (If the Business' address is unknown as of the Effective Date, the address will be determined as provided in Section 4.A. and then listed in Exhibit A-1 that we will give you.) Your right to operate the Business is limited to services provided and products sold at the Business' physical location and does not include the right to distribute services and products over the Internet or to engage in other supply or distribution channels.

B. Term

The franchise term (the "**Term**") begins on the Effective Date and expires ten (10) years from the first day on which the Business opens to the public for business. The Term is subject to earlier termination under Section 18. You agree to operate the Business in compliance with this Agreement for the entire Term unless this Agreement is properly terminated under Section 18.

C. Territorial Rights

During the Term, we and our affiliates will not own or operate, or allow another franchisee or licensee to own or operate, another Ninja Nation Business that has its physical location within the geographical area described on Exhibit A and Exhibit A-1 (the "**Site Selection Area**" and "**Area of Protection**"). We may modify the Site Selection Area and Area of Protection only as provided in Exhibit A. If the Business' address is unknown as of the Effective Date, you will sign Exhibit A-1 after we accept the Business' site as provided in Section 4.A.

D. Reservation of Rights

Except for your location exclusivity with respect to the Ninja Nation Business described in Section 3.C above, we and our affiliates retain all rights with respect to Ninja Nation Business, the Marks, the sale of similar or dissimilar services and products, and any other activities we and they deem appropriate, whenever and wherever we and they desire, whether inside or outside the Area of Protection. Specifically, but without limitation, we and our affiliates reserve the following rights:

i. to own and operate, and to allow other franchisees and licensees to own and operate, Ninja Nation Businesses at any locations outside the Area of Protection (including at the boundary of the Area of Protection) and on any terms and conditions we and they deem appropriate;

ii. to offer and sell, and to allow others to offer and sell, inside and outside the Area of Protection, and on any terms and conditions we and they deem appropriate, services and products that are identical or similar to and/or competitive with those offered and sold by Ninja Nation Business, whether identified by the Marks or other trademarks or service marks, through any

distribution channels (including the Internet) but not through Ninja Nation Businesses that have their physical locations inside the Area of Protection;

iii. to establish and operate, and to allow others to establish and operate, anywhere (including inside or outside the Area of Protection) businesses offering similar services and products under trademarks and service marks other than the Marks;

iv. to acquire the assets or ownership interests of one or more businesses offering and selling services and products similar to those offered and sold at Ninja Nation Business (even if such a business operates, franchises, or licenses Competitive Businesses (defined in Section 12 below)), and operate, franchise, license, or create similar arrangements for those businesses once acquired, wherever those businesses (or the franchisees or licensees of those businesses) are located or operating, including within the Area of Protection;

v. to be acquired (whether through acquisition of assets, ownership interests, or otherwise, regardless of the transaction form) by a business offering and selling services and products similar to those offered and sold at Ninja Nation Business, or by another business, even if such a business operates, franchises, or licenses Competitive Businesses inside or outside the Area of Protection; and

vi. to engage in all other activities this Agreement does not expressly prohibit.

E. Guaranty

The Guarantors must fully guarantee all of your financial and other obligations to us under this Agreement or otherwise arising from our franchise relationship with you, and agree personally to comply with this Agreement's terms, by executing the form of Guaranty attached as Exhibit B. "**Guarantors**" means each individual or Entity having an ownership interest (direct or indirect) in you; provided, however, that under certain circumstances, in our sole discretion, we may waive the requirement that the Managing Owner be bound to guaranty the monetary obligations under this Agreement. Each owner's name and his, her, or its percentage ownership interest (direct or indirect) in you are set forth in Exhibit C. Subject to our rights and your obligations in Section 16, you must notify us of any change in the information in Exhibit C within ten (10) days after the change occurs.

F. Your Form and Structure

As a corporation, limited liability company, or general, limited, or limited liability partnership (each, an "**Entity**"), you agree and represent that:

i. You have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or

formed and validly exist in good standing under the laws of the state of your incorporation or formation;

ii. Your organizational documents, operating agreement, or partnership agreement, as applicable, will, at our request, recite that this Agreement restricts the issuance and transfer of any direct or indirect ownership interests in you, and all certificates and other documents representing ownership interests in you will, at our request, bear a legend (the wording of which we may prescribe) referring to this Agreement's restrictions;

iii. Your organizational documents, operating agreement, or partnership agreement, as applicable, will, at our request, contain a provision requiring any dissenting or non-voting interest-holders to execute all documents necessary to effectuate any action that is properly authorized under the organizational documents, operating agreement, or partnership agreement, as applicable;

iv. Exhibit C to this Agreement completely and accurately describes all of your owners and their interests (direct or indirect) in you as of the Effective Date; and

v. You may not use any Mark (in whole or in part) in, or as part of, your legal business name or email address or use any name that is the same as or similar to, or an acronym or abbreviation of, the Ninja Nation name (although you may register the "assumed name" or "doing business as" name "Ninja Nation" in the jurisdictions where you are formed and qualify to do business).

G. Managing Owner

Upon signing this Agreement, you must designate one of your individual owners to serve as your managing owner (the "**Managing Owner**"). A Managing Owner must be an equity owner in the Franchisee business entity of at least a five percent (5%) interest. At all times during the Term, there must be a Managing Owner meeting the following qualifications and any other standards we set forth from time to time in the Operations Manual or otherwise communicate to you:

i. We must approve the proposed Managing Owner in writing before the Effective Date. We have the right, as we deem best, to approve or disapprove the proposed Managing Owner or any proposed change in the individual designated as the Managing Owner.

ii. The Managing Owner is responsible for managing your business. The Managing Owner must have sufficient decision-making authority to make decisions on your behalf that are essential to the Business' effective and efficient operation. The Managing Owner must communicate directly with us regarding any Business-related matters (excluding matters relating to labor relations and employment practices). Your Managing Owner's

decisions will be final and binding on you, we may rely solely on the Managing Owner's decisions without discussing the matter with another party, and we will not be liable for actions we take based on your Managing Owner's decisions or actions.

iii. If you want or need to change the individual designated as the Managing Owner, you must seek a new individual (the "**Replacement Managing Owner**") for that role in order to protect our brand. You must appoint the Replacement Managing Owner within thirty (30) days after the former Managing Owner no longer occupies that position. We must approve in writing the Replacement Managing Owner. The Replacement Managing Owner must attend our initial orientation session on the Franchise System within thirty (30) days after we approve the individual. You are responsible for the Replacement Managing Owner's compensation and travel-related expenses during the orientation session.

H. Mobile Unit Addendum

In connection with the grant of the franchise and the development and operation of the Business, you must purchase one Ninja Nation mobile unit ("**Mobile Unit**"). You must execute the Mobile Unit Addendum attached hereto as Exhibit F, pay all amounts owed to our affiliate and third parties in connection with purchase and set-up of the Mobile Unit and operate the Mobile Unit in accordance with Brand Standards and the Mobile Unit Addendum.

4. Site Selection, Lease, and Developing the Business

A. Site Selection and Acceptance

If the Business' address is unknown as of the Effective Date, we will identify an area in Exhibit A in which you must search for a site at which to operate your Business (the "**Site Selection Area**").

You must locate, evaluate, and select the Business' site. We may recommend potential Business sites within the Site Selection Area for your consideration. We or our designee also will review potential Business sites that you identify within the Site Selection Area. We will give you our then-current criteria for Ninja Nation Business sites (including, without limitation, population density and other demographic characteristics, visibility, traffic flow, competition, accessibility, parking, size, and other physical and commercial characteristics) to help you select and identify your site. However, even if we recommend or give you information regarding a potential site or site criteria, you acknowledge that we have made, and will make, no representations or warranties of any kind, express or implied, about the site's suitability for a Ninja Nation Business or any other purpose or the likelihood that we ultimately will accept that site for the Business' location.

You must submit all information we request when you propose a site. We will not unreasonably withhold our acceptance of a site if, in our and our affiliates' experience and based on the factors outlined above, the proposed site is not inconsistent with sites that we and our affiliates regard as favorable or that otherwise have been successful sites for Ninja Nation Business in the past. However, we have the absolute right to reject any site not meeting our criteria or to require you to

acknowledge in writing that a site you have chosen is accepted but not recommended due to its incompatibility with certain factors that bear on a site's suitability as a location for a Ninja Nation Business. We will use reasonable efforts to review and accept or reject each site you propose within thirty (30) days after we receive all requested information and materials. If we do not accept the site in writing within such thirty (30) days, the site will be deemed rejected. If you and we cannot agree on a site, we may terminate the Franchise Agreement with no refund due to you.

Our recommendation or acceptance of a site indicates only that we believe the site is not inconsistent with sites that we regard as favorable or that otherwise have been successful sites for Ninja Nation Business in the past. Applying criteria appearing effective with other sites might not accurately reflect the potential of all sites, and demographic or other factors included in or excluded from our criteria could change, altering a site's potential. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if the particular site fails to meet your expectations. Upon accepting a proposed site that you have secured, we will list the accepted site's location as the Business' address in Exhibit A-1.

You may not relocate the Business to a new site without our prior written consent, which we may grant or deny as we deem best. We may condition relocation approval on (1) the new site and its lease being acceptable to us, (2) your paying us a relocation fee equal to twenty-five percent (25%) of the then-current initial franchise fee, (3) your reimbursing any costs we incur during the relocation process, (4) your confirming that this Agreement remains in effect and governs the Business' operation at the new site with no change in the Term or, at our option, your signing our then-current form of franchise agreement to govern the Business' operation at the new site for a new franchise term, (5) your signing a general release, in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, and agents, (6) your continuing to operate the Business at its original site until we authorize its closure, and (7) your taking, within the timeframe we specify and at your own expense, all action we require to de-brand and de-identify the Business' former premises so it no longer is associated in any manner (in our opinion) with the Franchise System and the Marks.

B. Lease Negotiation and Acceptance

You must send us the proposed lease or sublease (and any renewals and amendments of the lease or sublease ("Lease") for our written acceptance, which we will not unreasonably withhold, at least thirty (30) days before you intend to sign it. The Lease must either (i) include the Lease Rider attached to this Agreement as Exhibit D or (ii) provide within its body the terms and conditions found in the Lease Rider. You may not sign any Lease we have not accepted in writing. If we do not accept the proposed Lease in writing within thirty (30) days after we receive a complete copy, the Lease will be deemed rejected. You acknowledge that our written acceptance of the Lease, as applicable, is not a guarantee or warranty, express or implied, of the Business' success or profitability or of the suitability of the Lease for your business purposes. Such acceptance indicates only that we believe the site and the Lease terms adequately protect our interests and/or the interests of other franchisees in the Ninja Nation Business system, to the extent those interests are implicated in the Lease. The development schedule in the Multi-Unit Development Agreement supersedes the deadlines specified in this Section 4.

C. Development of Business

You must within twelve (12) months after the date you sign this Agreement (except as otherwise provided in any Multi-Unit Development Agreement to which we and you (or your affiliate) are parties) (the "**Opening Deadline**"): (i) secure all financing, and obtain all permits and licenses, required to construct and operate the Business, (ii) construct all required improvements to the site and decorate the Business in compliance with our approved plans and specifications, (iii) purchase or lease and install all required Operating Assets (defined below), (iv) purchase an opening inventory of required, authorized, and approved products, materials, and supplies, (v) complete all required training, and (vi) open your Business in accordance with all requirements of this Agreement.

You must develop the Business at your expense. We will give you actual plans and renderings for a Ninja Nation Business (collectively, "**Plans**"), including requirements or recommendations (as applicable) for dimensions, design, interior layout, décor, signage, and Operating Assets. Our Plans might not reflect the requirements of any federal, state, or local laws, codes, ordinances, or regulations (collectively, "**Laws**"), including those arising under the Americans with Disabilities Act, or any Lease requirements or restrictions. You are solely responsible for complying with all Laws and must inform us of any changes to the Business' specifications that you believe are necessary to ensure such compliance.

You must adapt the Plans for the Business (the "**Adapted Plans**") and make sure they comply with all Laws and Lease requirements and restrictions. You must hire (and contract directly with) one of our designated architects to prepare the Adapted Plans and pay all related architect fees. The amount of such fees depends on the project's scope and nature. You may not hire an architect that we have not designated. You must send us the Adapted Plans for our written approval before beginning the Business' build-out and all revised or "as built" plans and specifications prepared during the Business' construction and development. You may not begin the Business' build-out until we approve the Adapted Plans in writing. Our review of the Adapted Plans is limited to reviewing your compliance with our Plans. Our review is not intended or designed to assess your compliance with Laws or Lease requirements and restrictions; compliance in those areas is your responsibility. You must develop the Business in accordance with the Adapted Plans we have approved in writing. We own the Plans and all Adapted Plans. During the Business' build-out, we may require you to send us pictures and images (including recordings) of the Business' interior and exterior so we can review your development of the Business in accordance with our Brand Standards.

You agree at your expense to construct, install all trade dress and Operating Assets in, and otherwise develop the Business according to our standards, specifications, and directions. The Business must contain all Operating Assets, and only those Operating Assets, we specify or pre-approve. You agree to place or display at the Business (interior and exterior), according to our guidelines, only the signs, emblems, lettering, logos, and display materials we approve from time to time.

You must hire our affiliate to procure, design, and coordinate the delivery of the Ninja Nation obstacle course. We will provide on site management to oversee the completion of the obstacle area, timing system, party room areas, and the front desk computer systems. You must staff a team

to assist in this build out, utilizing your employees. You must pay our affiliate a project management fee in the amount of Twenty-Five Thousand Dollars ($25,000) for such services, which is payable within seven (7) days of signing of this Agreement. You must provide your own personnel for the actual sett-up and installation of the Ninja Nation obstacle course. In addition, you must hire (and contract directly with) an architect and general manager approved by us to oversee the Business' construction, design, development and layout of the footprint of the building. We will not, by virtue of approving an architect and general contractor, be responsible for delays in constructing, equipping, or decorating the Business or for any loss or damage to you or any third party resulting from the Business' design or construction.

You agree to purchase or lease from time to time only approved brands, types, and models of Operating Assets according to our standards and specifications and, if we specify, only from one or more suppliers we designate or approve (which may include or be limited to us and/or certain of our affiliates). "**Operating Assets**" means all required and brands of equipment, obstacles, furniture, fixtures and signs, concession snacks and drinks and retail items for sale by the Business which we periodically require for the Business and the business you operate under this Agreement.

D. Opening

You must open the Business on or before the Opening Deadline, provided, however, you may not do so until:

i. we or our designee approves in writing the Business as having been developed in accordance with our specifications and standards. You must give us at least thirty (30) days' prior written notice of the Business' planned opening date and also notify us in writing when the Business is ready for opening . If we or our designee does not review the Business within thirty (30) days after you deliver notice that the Business is ready for inspection or review, or if we or our designee does not comment in writing within seven (7) business days after the review, then the Business is deemed approved to open. Approval is limited to ensuring your compliance with our standards and specifications; approval is not a representation that the Business in fact complies with our standards and specifications or a waiver of our right to enforce any provision of this Agreement. Approval likewise is not intended or designed to assess compliance with Laws; compliance with Laws is your responsibility. We will not unreasonably withhold our approval of the Business;

ii. your Managing Owner, general manager, and head coach, as applicable, have completed to our satisfaction the initial orientation and training programs described in Section 6.A;

iii. the Business has sufficient employees, trained by you, to manage and operate the Business on a day-to-day basis in compliance with Brand Standards;

iv. you have satisfied all state and federal permitting, licensing, and other legal requirements for the Business' lawful operation and, upon our request, have sent us copies of all permits, licenses, and insurance policies required by this Agreement;

v. all amounts due to us, our affiliates, and principal suppliers have been paid;

vi. you are not in default under any agreement with us, our affiliates, or principal suppliers; and

vii. you have met all other opening requirements we have established in our Operations Manual (defined in Section 6.G).

5. Fees

A. Initial Franchise Fee

You must pay us a Forty-Nine Thousand Five-Hundred Dollar ($49,500) initial franchise fee (the "**Initial Franchise Fee**"), which is payable in a lump sum when you sign this Agreement. The Initial Franchise Fee is not refundable under any circumstances.

California disclosure: Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business.

B. Royalty

Subject to the Minimum Royalty described below, you agree to pay us, on or before Wednesday of each calendar week (the "**Payment Day**"), a royalty ("**Royalty**") equal to seven percent (7%) of the Business' Gross Revenue during the preceding calendar week. Each calendar week currently begins on Sunday and ends on Saturday, although upon notice to you we may change the first and last days of each calendar week for Royalty (and other payment) calculation purposes. In this Agreement, "**Gross Revenue**" means the aggregate amount of all revenue and other consideration generated from any source, including, without limitation, revenue and other consideration generated from selling services, products, and merchandise; other types of revenue you receive, including the proceeds of business interruption insurance; and (if barter is permitted by us) the value of services, products, and merchandise bartered in exchange for the Business' services, products, or merchandise.

All transactions must be entered into the Computer System at the full, standard retail price for purposes of calculating Gross Revenue. However, Gross Revenue excludes: (i) federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority; (ii) proceeds from insurance, excluding business interruption insurance; and (iii) proceeds from any civil forfeiture, condemnation, or seizure by government entities. In addition, Gross Revenue is reduced by (i) the value of promotional or marketing discounts offered to the public (with our prior approval), and (ii) the amount of any credits the Business provides in accordance with the terms and conditions set forth in the Operations Manual. Each charge or sale upon credit will be treated as a sale for the full price on the day the charge or sale is made,

irrespective of when you receive payment (whether full or partial, or at all) on that sale. Revenue from gift cards we approve for offer and sale at Ninja Nation Business is included in Gross Revenue when the gift card is purchased. Your Business may not issue or redeem any gift certificates, coupons, or gift, loyalty, or similar cards unless we first approve in writing their form and content and your proposed issuing and honoring/redemption procedures. We may grant or withhold our approval as we deem best.

C. Technology Fee

You agree to pay us, on or before the Payment Day, a fee ("**Technology Fee**") in the amount of one percent (1%) of the Business' Gross Revenue during the preceding calendar week. Your Technology Fee will be waived for the remainder of the calendar year once your Gross Revenue has reached one million dollars ($1,000,000). The Technology Fee is due and payable at the same time and in the same manner as the Royalty or in such other manner we periodically specify. We can increase the Technology Fee by no more than one percent (1%) during the term of the franchise upon written notice to you.

D. Payment Method and Timing

You agree to sign and send us the documents we periodically require, or enable the electronic mechanism, authorizing us to debit your business checking or other account automatically for the Royalty, Technology Fee, Brand Fund contribution, and other amounts due under this Agreement and any related agreement between us (or our affiliates) and you. If we institute an automatic debit program for the Business, we will debit your account on or before the Payment Day for the Royalty, Technology Fee, Brand Fund contribution, and other amounts due. Funds must be available in the account before the Payment Day for withdrawal by electronic transfer. We may require you to obtain, at your expense, overdraft protection for your bank account in an amount we specify. You must reimburse any "insufficient funds" charges and related expenses we incur due to your failure to maintain sufficient funds in your bank account.

If you fail to report the Business' Gross Revenue when required, we may debit your account for one hundred twenty-five percent (125%) of the Royalty, Technology Fee, and Brand Fund contribution we debited for the previous payment period. If the amount we debit from your account is less than the amount you actually owe us for the payment period (once we determine the Business' actual Gross Revenue), we will debit your account for the balance due on the day we specify. If the amount we debit from your account is greater than the amount you actually owe us for the payment period (once we determine the Business' actual Gross Revenue), we will credit the excess, without interest, against the amount we may debit from your account for the following payment period.

We have the right, at our sole option upon notice to you, to change from time to time the timing and terms for payment of Royalties, Technology Fees, Brand Fund contributions, and other amounts due to us under this Agreement. You may not subordinate to any other obligation your obligation to pay us Royalties, Technology Fees, Brand Fund contributions, or any other amount due under this Agreement.

E. Administrative Fee and Interest on Late Payments

In addition to our other remedies, including, without limitation, the right to terminate this Agreement under Section 18, if you fail to pay (or make available for withdrawal from your account) any amounts you owe us or our affiliates relating to this Agreement or the Business, those amounts will bear interest, accruing as of their original due dates, at one and one-half percent (1.5%) per month or the highest commercial contract interest rate the Law allows, whichever is less. In addition, you must pay us a Two-Hundred-Fifty Dollar ($250) administrative fee for each payment not made to us or our affiliate when due (or for each dishonored payment) to cover the increased costs and expenses incurred due to your failure to pay the amounts when due.

F. Application of Payments and Right of Set-Off

Notwithstanding any designation you make, we may apply any of your payments (whether made by debit or otherwise) to any of your past due indebtedness to us or our affiliates relating to this Agreement or the Business. We may set off any amounts you or your owners owe us or our affiliates against any amounts that we or our affiliates owe you or your owners, whether in connection with this Agreement or otherwise.

6. Training, Guidance, and Assistance

A. Initial Orientation and Training

We will furnish without additional charge, at a designated training location of our choice (which may be our corporate headquarters) and/or through video and other electronic means, an initial training program ("**Initial Training**") on operating a Ninja Nation Business for your Managing Owner, arena manager and head coach. We may charge our then-current training fee for each additional person you desire to send to Initial Training. Initial Training will last for the time we specify and focuses on our philosophy, Brand Standards, and the material aspects of operating a Ninja Nation Business, excluding aspects relating to labor relations and employment practices. Before you open the Business to the public, your Managing Owner, your arena manager and head coach must complete Initial Training to our satisfaction and pass applicable operations and proficiency tests

You are responsible for paying your employees' wages, benefits, and travel-related expenses while they attend training. We will give you information about the number of hours your employees are actively involved in classroom and in-Business training, and you are responsible for evaluating any other information you believe you need to ensure your employees are accurately paid during training. You also are responsible for maintaining workers' compensation insurance over your employees during training and must send us proof of that insurance at the outset of the training program.

B. Retraining

If your Managing Owner, arena manager or head coach fails to complete Initial Training to our satisfaction, or we determine after an inspection that retraining is necessary because the Business is not operating according to Brand Standards, he or she may attend a retraining session for which

we may charge our then-current training fee. You are responsible for all employee compensation and travel-related expenses during retraining. We may terminate this Agreement if the Business does not commence operation by the Opening Deadline with a fully-trained staff. The Initial Franchise Fee is not refundable under any circumstances.

You may request additional or repeat training for your Managing Owner, arena manager or head coach at the end of Initial Training if they do not feel sufficiently trained to operate a Ninja Nation Business. We and you will jointly determine the duration of any additional training, which is subject to our personnel's availability. You must pay our then-current training fee for additional or repeat training. However, if you do not expressly inform us that your Business general managers and assistant managers do not feel sufficiently trained to operate a Ninja Nation Business, they will be deemed to have been trained sufficiently to operate a Ninja Nation Business.

C. Opening Set-Up and Support

We will send an "opening team" (involving the number of people we determine) to the Business in connection with its opening to the public for business for five (5) days (typically starting before and continuing after actual opening), as we deem best under the circumstances (including if this Agreement covers your second or subsequent Ninja Nation Business), to help you train your supervisory employees on our philosophy and Brand Standards (but not matters relating to labor relations and employment practices) and prepare the Business for opening. We will pay our opening team's wages and travel-related expenses. However, if you request, and we agree to provide, additional or special guidance, assistance, or training during this opening phase (excluding training relating to labor relations and employment practices), you must pay our personnel's daily charges (including wages) and travel-related expenses. We may delay the Business' opening until all required training has been satisfactorily completed.

D. Ongoing and Supplemental Training/Convention

We may require your Business' Managing Owner, arena manager and head coach to attend and complete satisfactorily various training courses and programs offered periodically during the Term by us or third parties at the times and locations we designate. You are responsible for their compensation and travel-related expenses during their attendance. We may charge our then-current fee for continuing and advanced training. If you request any training courses and programs to be provided locally, then subject to our training personnel's availability, you must pay our then-current training fee and our training personnel's travel-related expenses.

E. Training for Business Employees

You must properly train all Business employees to perform the tasks required of their positions. We may develop and make available training tools and recommendations for you to use in training the Business' employees to comply with Brand Standards. We may update these training materials periodically to reflect changes in our training methods and procedures and changes in Brand Standards.

We may periodically and without prior notice review the Business' performance to determine if the Business meets our Brand Standards. If we determine that the Business is not operating

according to Brand Standards, we may, in addition to our other rights under this Agreement, recommend that you retrain one or more Business employees.

F. General Guidance and the Operations Manual

We periodically will advise you or make recommendations regarding the Business' operation with respect to:

i. standards, specifications, operating procedures, and methods that Ninja Nation Business use;

ii. purchasing required or recommended Operating Assets and other products, services, supplies, and materials;

iii. supervisory employee training methods and procedures (although you are solely responsible for the employment terms and conditions of all Business employees); and

iv. accounting, advertising, and marketing.

We may guide you through our operations manual and other technical manuals ("**Operations Manual**"), in bulletins or other written materials, by electronic media, by telephone consultation, and/or at our office or the Business. If you request and we agree to provide, or we determine that you need, additional or special guidance, assistance, or training, you agree to pay our then-applicable charges, including reasonable training fees and our personnel's daily charges and travel-related expenses. Any specific ongoing training, conventions, advice, or assistance we provide does not obligate us to continue providing that training, convention, advice, or assistance, all of which we may discontinue and modify at any time.

We will give you access to our Operations Manual, which will be made available to you in hardcopy or through the Intranet (defined in Section 7.F below) or another restricted website to which you will have password access. Any passwords or digital identifications necessary to access the Operations Manual are considered part of Confidential Information. The Operations Manual may consist of and is defined to include audio, video, computer software, other electronic and digital media, and/or written and other tangible materials. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules we periodically issue for developing and operating a Ninja Nation Business ("**Brand Standards**") and information on your other obligations under this Agreement. We may modify the Operations Manual periodically to reflect changes in Brand Standards, but those modifications will not alter your fundamental rights or status under this Agreement. You agree to keep current your copy of the Operations Manual (if delivered in hardcopy) and timely communicate all updates to your employees. You must, as applicable, monitor the website periodically for updates to the Operations Manual or Brand Standards. You agree to keep all parts of the Operations Manual secure and restrict access to any passwords for accessing the Operations Manual. If there is a dispute over its contents, our master copy of the Operations Manual controls. You agree that the Operations Manual's contents are confidential and not to disclose any part of the Operations Manual to any person other than Business employees and others needing access in order to perform their duties,

but only if they agree to maintain its confidentiality by signing a form of confidentiality agreement. We have the right to pre-approve the form used (an acceptable sample of which is attached as Exhibit E). You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual, except for certain forms specified in the Operations Manual.

While we have the right to pre-approve the form of confidentiality agreement you use with Business employees and others having access to our Confidential Information in order to protect that Confidential Information, under no circumstances will we control the forms or terms of employment agreements you use with Business employees or otherwise be responsible for your labor relations. In addition, Brand Standards do not include any personnel policies or procedures, or any Business security-related policies or procedures, that we (at our option) may make available to you in the Operations Manual or otherwise for your optional use. You will determine to what extent, if any, these policies and procedures might apply to your Business' operation. You and we agree that we do not dictate or control labor or employment matters for franchisees and Ninja Nation Business employees, and we are not responsible for the safety and physical security of Business employees, guests, and visitors.

G. Delegation

We have the right from time to time to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether they are our affiliates, agents, or independent contractors with which we contract to perform such obligations.

7. Business Operation and Brand Standards

A. Condition and Appearance of Business

You may not use, or allow another to use, any part of the Business for any purpose other than operating a Ninja Nation Business in compliance with this Agreement. You must place or display at the Business (interior and exterior), according to our guidelines, only those signs, emblems, designs, artwork, lettering, logos, and display and advertising materials we periodically specify. You agree to maintain the condition and appearance of the Business, the site, and the Operating Assets in accordance with Brand Standards. Without limiting that obligation, you must take the following actions during the Term at your own expense: (i) thorough cleaning, repainting, and redecorating of the Business' interior and exterior at intervals we periodically specify and at our direction; (ii) interior and exterior repair of the Business and the site as needed; (iii) spend no less than Four Thousand Five Hundred Thousand Dollars ($4,500) per quarter on periodic replacement of equipment and obstacles or adding new obstacles (including an obstacle of the month, if available); and (iv) repair or replacement, at our direction, of damaged, worn-out, unsafe, non-functioning, or obsolete Operating Assets at intervals we periodically specify (or, if we do not specify an interval for replacing an Operating Asset, as that Operating Asset needs to be replaced in order to provide services required to be offered by Ninja Nation Business in compliance with Brand Standards).

In addition to your obligations described above in clauses (i) through (iv), we periodically may modify Brand Standards, which may accommodate regional or local variations, and those modifications may obligate you to invest additional capital in the Business and/or incur higher

operating costs. You agree to implement any changes in mandatory Brand Standards within the time period we request as if they were part of this Agreement on the Effective Date. However, except for:

(a) changes in the Computer System;
(b) changes in signage and logo (i.e., Business exterior and interior graphics);
(c) changes provided in Sections 16.C.ii.(f) and (h) in connection with a transfer;
(d) changes required by the Lease or applicable Law; and
(e) your obligations in clauses (i) through (iv) in the first paragraph of this Section 7.A, for all of which the timing and amounts are not limited during the Term.

We may require you substantially to alter the Business' appearance, layout, and/or design, and/or replace a material portion of the Operating Assets, in order to meet our then-current requirements and then-current Brand Standards for new Ninja Nation Business. You acknowledge that this could obligate you to make extensive structural changes to, and significantly remodel and renovate, the Business, and/or to spend substantial amounts for new Operating Assets. You agree to spend any sums required in order to comply with this obligation and our requirements (even if such expenditures cannot be amortized over the remaining Term). Within sixty (60) days after receiving written notice from us, you must prepare plans according to the standards and specifications we prescribe, using architects and contractors we designate or approve, and you must submit those plans to us for written approval. You agree to complete all work according to the plans we approve within the time period we reasonably specify and in accordance with this Agreement.

We also may from time to time require you to participate in certain test programs for new services, products, and/or Operating Assets. This could obligate you to spend money for new Operating Assets and to incur other operating costs associated with the Business. We need not reimburse you for those items. You agree to maintain and timely send us any records and reports we require related to the test programs. We may discontinue any test programs before their scheduled completion dates and choose not to implement any changes to the Franchise System.

B. Compliance with Applicable Laws and Good Business Practices

You must secure and maintain all licenses, permits, and certificates required for the Business' operation and operate the Business in full compliance with all Laws, including government regulations relating to occupational hazards, advertising, health, environment, employment, workers' compensation and unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes, and sales and service taxes. Your advertising and promotion must be completely factual and conform to the highest standards of ethical advertising. The Business must in all dealings with its customers, suppliers, us, and the public adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. You may not engage in any business or advertising practice that could injure our business and the goodwill associated with the Marks, the Franchise System, and other Ninja Nation Business. You must notify us in writing immediately if (i) any legal charge is asserted against you or the Business (even if there is no formal proceeding), (ii) any action, suit, or proceeding is commenced against you or the Business, (iii) you receive any report, citation, or notice regarding the Business' failure to comply with any licensing, health, cleanliness, or safety Law or standard, or (iv) any bankruptcy or insolvency

proceeding or an assignment for the benefit of creditors is commenced by or against you, your owners, or the Business.

C. Compliance with Brand Standards

You agree to comply with all Brand Standards, as we may periodically modify them, as if they were part of this Agreement. You may not offer, sell, or provide at or from the Business any services or products not authorized in the Operations Manual. You must offer, sell, and provide all services and products we prescribe from time to time. Brand Standards may direct any aspect of the Business' operation and maintenance, including any one or more of the following:

i. required and/or authorized services and products; including but not limited to all obstacles and equipment used in the Business; unauthorized and prohibited services and products; and inventory requirements so the Business may operate at full capacity. We always have the right to approve or disapprove in advance all items and services to be used or sold by the Business. We may withdraw our approval of previously-authorized products and services;

ii. sales, marketing, advertising, and promotional programs and the materials and media used in those programs, including participating in and complying with the requirements of any special advertising, marketing, and promotional programs we periodically specify;

iii. adequate staffing levels for the Business to operate in compliance with Brand Standards, appearance of Business personnel, and courteous service to customers. However, you have sole responsibility and authority for your labor relations and employment practices, including, among other things, employee selection, promotion, termination, hours worked, rates of pay, benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Business employees are exclusively under your control at the Business. You must communicate clearly with Business employees in your employment agreements, human resources manuals, written and electronic correspondence, paychecks, and other materials that you (and only you) are their employer and that we, as the franchisor of Ninja Nation Business, and our affiliates are not their employer and do not engage in any employer-type activities (including those described above) for which only franchisees are responsible. You must obtain an acknowledgment (in the form we specify or approve) from all Business employees that you (and not we or our affiliates) are their employer;

iv. standards, procedures, and requirements for responding to customer complaints, including reimbursing us promptly if we resolve a customer complaint because you fail to do so as or when required;

v. maximum, minimum, or other pricing requirements for services and products the Business sells, including requirements for national, regional, and local promotions, special offers, and discounts in which some or all Ninja Nation Business must participate, and price advertising policies, in each case to the maximum extent the law allows;

vi. standards and recommendations for training your Business' supervisory personnel to follow Brand Standards;

vii. use and display of the Marks at the Business and on supplies;

viii. quality-assurance, safety-audit, guest-satisfaction, and "mystery-shop" programs;

ix. minimum days and hours of operation;

x. accepting credit and debit cards and other payment systems;

xi. issuing and honoring/redeeming gift certificates, coupons, and gift and loyalty cards and administering customer loyalty and similar programs. You must participate in, and comply with the requirements of, our gift card and other customer loyalty programs. You agree that we may draft from your bank account all monies paid to you for gift cards and similar customer loyalty initiatives and hold those monies until the gift cards and similar customer loyalty initiatives are redeemed at a Ninja Nation Business. However, we may keep any prepaid amounts that are not used by customers to the extent allowed by Law;

xii. standards and procedures for using blogs, common social networks like Facebook and Instagram, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio, and video-sharing sites, and other similar social-networking media or tools (collectively, "**Social Media**") that in any way reference the Marks or involve the Business (except to the extent our standards or procedures are prohibited under Law); and

xiii. any other aspects of operating and maintaining the Business that we determine are useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and Ninja Nation Business.

Brand Standards will not include any employment-related policies or procedures or dictate or regulate the employment terms and conditions for the Business' employees. Any information we provide (in the Operations Manual or otherwise) concerning employment-related policies or procedures, or relating to employment terms and conditions for Business employees, is only a recommendation, and not a requirement, for your optional use.

As described in Section 7.A above, we have the right periodically to modify and supplement Brand Standards, which may require you to invest additional capital in the Business and incur higher operating costs. Those Brand Standards will constitute legally binding obligations on you when we communicate them. Although we retain the right to establish and modify periodically the Brand Standards you have agreed to follow, you retain complete responsibility and authority for the Business' management and operation and for implementing and maintaining Brand Standards at the Business.

You acknowledge the importance of operating the Business in full compliance with this Agreement and Brand Standards. You further acknowledge that your deviation from any contractual requirement, including any Brand Standard, is a violation of this Agreement and will trigger incalculable administrative and management costs for us to address the violation (separate and apart from any damages your violation might cause to the Franchise System, our business opportunities, or the goodwill associated with the Marks). Therefore, you agree to compensate us for our incalculable administrative and management costs by paying us Two-Hundred-Fifty Dollars ($250) for each deviation from a contractual requirement, including any Brand Standard, cited by us (**the "Non-Compliance Fee"**). (The Non-Compliance Fee does not apply to payment defaults for which we may charge late fees and interest under Section 5.F above.) We and you deem the Non-Compliance Fee to be a reasonable estimate of our administrative and management costs and not a penalty. We may debit your bank account for Non-Compliance Fees or set off monies otherwise due and payable to you to cover the payment of Non-Compliance Fees. We must receive the Non-Compliance Fee within five (5) days after we notify you that we are charging it due to your violation. We need not give you a cure opportunity before charging the Non-Compliance Fee. Charging the Non-Compliance Fee does not prevent us from seeking to recover damages to the Franchise System, our business opportunities, or the goodwill associated with the Marks due to your violation, seeking injunctive relief to restrain any subsequent or continuing violation, and/or formally defaulting you and terminating this Agreement under Section 18.B.

D. Approved Services, Products, and Suppliers

We may periodically designate and approve standards, specifications, brands, models, manufacturers, suppliers, and/or distributors for the Operating Assets and other services and products we periodically authorize for use or sale by Ninja Nation Business. You must purchase or lease all Operating Assets and other services and products you use or sell at the Business only according to our Brand Standards and, if we require, only from suppliers or distributors we designate or approve (which may include or be limited to us, certain of our affiliates, and/or other restricted sources). You must purchase all retail merchandise sold at the Business from us or our affiliate. We and/or our affiliates may derive revenue based on your purchases and leases, including, without limitation, from charging you (at prices exceeding our and their costs) for services and products we or our affiliates sell you and from promotional allowances, volume discounts, and other amounts paid to us and our affiliates by suppliers that we designate, approve, or recommend for some or all Ninja Nation Business franchisees. We and our affiliates may use all amounts received from suppliers, whether or not based on your and other franchisees' prospective or actual dealings with them, without restriction for any purposes we and our affiliates deem appropriate.

If you want to purchase or lease any Operating Assets or other products or services from a supplier or distributor we have not then approved (if we require you to buy or lease the product or service only from an approved supplier or distributor), then you must establish to our reasonable satisfaction that the product or service is of equivalent quality and functionality to the product or service it replaces and the supplier or distributor is, among other things, reputable, financially responsible, and adequately insured for product liability claims. You must pay upon request any actual expenses we incur to determine whether or not the products, services, suppliers, or distributors meet our requirements and specifications. We may condition our written approval of a supplier or distributor on requirements relating to product quality and safety, prices, consistency, warranty, reliability, financial capability, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), and other criteria. We have the right to inspect the proposed supplier's or distributor's facilities to require the proposed supplier or distributor to deliver product samples or items, at our option, either directly to us or to any third party we designate for testing and to require that the supplier or distributor execute a confidentiality agreement in the form prescribed by us. If we approve a supplier or distributor you recommend, you agree that we may allow other Ninja Nation Business to purchase or lease the Operating Assets or other products or services from those suppliers or distributors without limitation and without compensation to you. Despite the foregoing, we may limit the number of approved suppliers and distributors with which you may deal, designate sources you must use, and refuse any of your requests for any reason, including, without limitation, because we have already designated an exclusive source (which might be us or one of our affiliates) for a particular item or service or believe that doing so is in the Ninja Nation Business network's best interests. We make no guaranty, warranty, or promise that we will obtain the best pricing or most advantageous terms on behalf of Ninja Nation Business. We also do not guaranty the performance of suppliers and distributors to Ninja Nation Business. We are not responsible or liable if the products or services provided by a supplier or distributor fail to conform to or perform in compliance with Brand Standards or our contractual terms with the supplier or distributor.

We have the right (without liability) to consult with your suppliers about the status of your account with them and to advise your suppliers and others with whom you, we, our affiliates, and other franchisees deal that you are in default under any agreement with us or our affiliates (but only if we or our affiliate has notified you of such default).

E. Computer System

You agree to obtain and use the computer hardware and software, point-of-sale system, dedicated telephone and power lines, modems, printers, tablets, smart phones, and other computer-related accessories and peripheral equipment we periodically specify (the "**Computer System**"). You must use the Computer System to access the Intranet and to input and access information about your revenue and operations. You must maintain the Computer System's continuous operation. We will have unlimited access to all information maintained on the Computer System (excluding matters relating to labor relations and employment practices) and to the content of any Ninja Nation Business e-mail accounts we provide you.

We may periodically modify the Computer System's specifications and components. Our modification of Computer System specifications, and/or other technological developments or

events, may require you to purchase, lease, or license new or modified computer hardware, software, peripherals, and other components and to obtain service and support for the Computer System. Although we cannot estimate the future costs of the Computer System or required service or support, you must incur the costs to obtain the computer hardware, software, peripherals, and other components comprising the Computer System (and additions and modifications) and required service or support. Within ninety (90) days after we deliver notice to you, you must obtain the Computer System components we designate and ensure that your Computer System, as modified, is functioning properly.

We and our affiliates may condition any license of required or recommended proprietary software to you, and/or your use of technology developed or maintained by or for us (including the Intranet), on your signing a technology agreement or similar document, or otherwise agreeing to the terms (for example, by acknowledging your consent to and accepting the terms of a click-through license agreement), that we and our affiliates periodically prescribe to regulate your use of, and our (or our affiliates') and your respective rights and responsibilities with respect to, the software or technology. We and our affiliates may charge you upfront and ongoing fees for any other required or recommended proprietary software or technology we or our affiliates license to you and for other Computer System maintenance and support services provided during the Term.

Despite your obligation to buy, use, and maintain the Computer System according to our standards and specifications, you have sole and complete responsibility for: (1) acquiring, operating, maintaining, and upgrading the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer system; (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded (though we are not responsible for any outages in our proprietary operating software); and (4) independently determining what is required for you to comply (and then complying) at all times with the most current version of the Payment Card Industry Data Security Standards, and with all Laws governing the use, disclosure, and protection of Consumer Data (defined in Section 10) and the Computer System, and validating compliance with those standards and Laws as may be periodically required. The Computer System must permit twenty-four (24) hours per day, seven (7) days per week electronic communications between you and us, including access to the Internet and Intranet (but excluding matters relating to labor relations and employment practices).

F. Intranet

We may, at our option, establish and maintain an Intranet. We will issue Brand Standards for the Intranet's use. Those Brand Standards will address, among other things, (1) restrictions on using abusive, slanderous, or otherwise offensive language in electronic communications, (2) restrictions on communications among franchisees endorsing or encouraging breach of any franchisee's franchise agreement, (3) confidential treatment of materials we transmit via the Intranet, (4) password protocols and other data security precautions, (5) grounds and procedures for our suspending or revoking a franchisee's access to the Intranet, (6) a privacy policy governing our access to and use of electronic communications that franchisees post on the Intranet, and (7) our right to remove any posts we consider to be inconsistent with our Brand Standards for the Intranet's use. We expect to adopt and adhere to a reasonable privacy policy. However, as the Intranet's administrator, we have the right to access and view any communication posted on the

Intranet. We will own all intellectual property and other rights in the Intranet and all information it contains, including its domain name or URL, the log of "hits" by visitors, any personal or business data visitors supply, and all information relating to the Business' customers, whether that information is contained on your Computer System or our (or our designee's) computer system (collectively, the "**Data**").

After we notify you that the Intranet has become functional, you must establish and continually maintain electronic connection with the Intranet allowing us to send messages to and receive messages from you. Your obligation to maintain connection with the Intranet applies during the entire Term (unless we dismantle the Intranet or suspend your access).. If you fail to comply with any Intranet Brand Standard, we may (in addition to our other rights under this Agreement) temporarily suspend your access to any chat room, bulletin board, list-serve, or similar feature the Intranet includes until you fully cure the breach.

8. Marks

A. Ownership and Goodwill of Marks

Your right to use the Marks is derived only from this Agreement and is limited to your operating the Business according to this Agreement and all mandatory Brand Standards we prescribe during the Term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our (and our licensor's) rights in the Marks. Any use of the Marks relating to the Business, and any goodwill that use establishes, are for our (and our licensor's) exclusive benefit. We (and our licensor) may take the action necessary to enforce all trademark use obligations under this Agreement. This Agreement does not confer any goodwill or other interests in the Marks upon you, other than the right to operate the Business according to this Agreement. All provisions in this Agreement relating to the Marks apply to any additional and substitute trademarks and service marks we periodically authorize you to use. You may not at any time during or after the Term contest or assist any other person to contest the validity, or our (or our licensor's) ownership, of the Marks.

B. Limitations on Use of Marks

You agree to use the Marks as the Business' sole identification, subject to the notices of independent ownership we periodically designate. You may not use any Mark (i) as part of any corporate or legal business name, (ii) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we license to you), (iii) in selling any unauthorized services or products, (iv) as part of any domain name, homepage, electronic address, metatag, or otherwise in connection with any website or other online presence without our consent, (v) in any user name, screen name, or profile in connection with any Social Media sites, except in compliance with our guidelines set forth in the Operations Manual or otherwise communicated to you, or (vi) in any other manner we have not expressly authorized in writing. You may not use any Mark to advertise the transfer, sale, or other disposition of the Business or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You must give the notices of trademark and service mark registrations we periodically specify and obtain any fictitious or assumed name registrations that applicable Law requires. You may not pledge, hypothecate, or

grant a security interest in any property that bears or displays the Marks (unless the Marks are readily removable from such property) and must advise your proposed lenders of this restriction.

To the extent you use any Mark in employment-related materials, you must include a clear disclaimer that you (and only you) are the employer of Business employees and that we, as the franchisor of Ninja Nation Business, and our affiliates are not their employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. You also must obtain an acknowledgment (in the form we specify or approve) from all Business employees that you (and not we or our affiliates) are their employer.

C. Notification of Infringements and Claims

You agree to notify us immediately of any actual or apparent infringement or challenge to your use of any Mark, any person's claim of any rights in any Mark (or any identical or confusingly similar trademark), or unfair competition relating to any Mark. You may not communicate with any person other than us and our licensor, our respective attorneys, and your attorneys regarding any infringement, challenge, or claim. We and our licensor may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You must sign any documents and take any other reasonable actions we and our, and our licensor's, attorneys deem necessary or advisable to protect and maintain our (and our licensor's) interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our (and our licensor's) interests in the Marks.

D. Discontinuance of Use of Marks

If we believe at any time that it is advisable for us and/or you to modify, discontinue using, and/or replace any Mark, and/or to use one or more additional or substitute trademarks or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We need not reimburse your expenses to comply with those directions (such as your costs to change signs or to replace supplies for the Business), any loss of revenue due to any modified or discontinued Mark, or your expenses to promote a modified or substitute trademark or service mark.

E. Indemnification for Use of Marks

We agree to reimburse your damages and expenses incurred in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement, provided your use has been consistent with this Agreement, the Operations Manual, and Brand Standards communicated to you and you have timely notified us of, and complied with our directions in responding to, the proceeding. At our option, we may defend and control the defense of any proceeding arising from or relating to your use of any Mark under this Agreement.

9. Confidential Information

We and our affiliates possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law, relating to developing and operating Ninja Nation Business (the "**Confidential Information**"), which includes, but is not limited to:

i. information in the Operations Manual and our Brand Standards, including our proprietary Business curriculum;

ii. layouts, designs, and other Plans for Ninja Nation Business;

iii. methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, and knowledge and experience used in developing and operating Ninja Nation Business;

iv. marketing research and promotional, marketing, and advertising programs for Ninja Nation Businesses;

v. strategic plans, including expansion strategies and targeted demographics;

vi. knowledge of specifications for and suppliers of, and methods of ordering, certain Operating Assets, services, products, materials, and supplies that Ninja Nation Businesses use and sell;

vii. knowledge of the operating results and financial performance of Ninja Nation Businesses other than the Business;

viii. customer solicitation, communication, and retention programs, along with Data used or generated in connection with those programs;

ix. all Data and other information generated by, or used or developed in, operating the Business, including Consumer Data, and any other information contained from time to time in the Computer System or that visitors (including you) provide to the System Website; and

x. any other information we reasonably designate as confidential or proprietary.

You will not acquire any interest in any Confidential Information, other than the right to use certain Confidential Information as we specify in operating the Business during the Term according to Brand Standards and this Agreement's other terms and conditions. You acknowledge that using any Confidential Information in another business would constitute an unfair method of competition with us and our affiliates, suppliers, and franchisees. You acknowledge and agree that Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you, your owners, and your employees agree, and you and they do agree:

i. not to use any Confidential Information in another business or capacity and at all times to keep Confidential Information absolutely confidential, both during and after the Term ;

ii. not to make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form;

iii. to adopt and implement all reasonable procedures we periodically specify to prevent unauthorized use or disclosure of Confidential Information, including disclosing it only to Business personnel and others needing to know the Confidential Information in order to operate the Business and using confidentiality and non-disclosure agreements with those having access to Confidential Information. (We have the right to pre-approve the forms of agreements you use solely to ensure that you adequately protect Confidential Information and the competitiveness of Ninja Nation Business. Under no circumstances will we control the forms or terms of employment agreements you use with Business employees or otherwise be responsible for your labor relations or employment practices); and

iv. not to sell, trade, or otherwise profit in any way from the Confidential Information (including by selling or assigning any Consumer Data or related information or Data), except during the Term using methods we have approved.

"Confidential Information" does not include information, knowledge, or know-how that lawfully is or becomes generally known or that you knew from previous business experience before we gave you access to it (directly or indirectly) or before you began training or operating the Business. If we include any matter in Confidential Information, anyone claiming it is not Confidential Information must prove that the exclusion in this paragraph applies.

10. Consumer Data

You must comply with our reasonable instructions regarding the organizational, physical, administrative, and technical measures and security procedures to safeguard the confidentiality and security of the names, addresses, telephone numbers, e-mail addresses, dates of birth, demographic or related information, buying habits, preferences, credit-card information, and other personally-identifiable information of customers ("**Consumer Data**") and, in any event, employ reasonable means to safeguard the confidentiality and security of Consumer Data. You must comply with all Laws governing the use, protection, and disclosure of Consumer Data. If there is a Data Security Incident at the Business, you must notify us immediately after becoming aware of the actual or suspected occurrence, specify the extent to which Consumer Data was compromised or disclosed, and comply and cooperate with our instructions for addressing the Data Security Incident in order to protect Consumer Data and the Ninja Nation Business brand (including giving us or our designee access to your Computer System, whether remotely or at the Business). We (and our designated affiliates) have the right, but no obligation, to take any action or pursue any proceeding or litigation with respect to the Data Security Incident, control the direction and handling of such action, proceeding, or litigation, and control any remediation efforts. If we determine that any Data Security Incident results from your failure to comply with this Agreement or any requirements for protecting the Computer System and Consumer Data, you must indemnify

us under Section 20.E. "**Data Security Incident**" means any act that initiates either internally or from outside the Business' computers, point-of-sale terminals, and other technology or networked environment and violates the Law or explicit or implied security policies, including attempts (either failed or successful) to gain unauthorized access (or to exceed authorized access) to the Franchise System, Ninja Nation Business, or their Data or to view, copy, or use Consumer Data or Confidential Information without authorization or in excess of authorization; unwanted disruption or denial or service; unauthorized use of a system for processing or storage of Data; and changes to system hardware, firmware, or software characteristics without our knowledge, instruction, or consent.

11. Innovations

All ideas, concepts, techniques, or materials relating to a Ninja Nation Business, whether or not protectable intellectual property and whether created by or for you or your owners, employees, or contractors ("**Innovations**"), must be promptly disclosed to us and will be deemed to be our sole and exclusive property and works made-for-hire for us. To the extent any Innovation does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of and all related rights to that Innovation to us and agree to sign (and to cause your owners, employees, and contractors to sign) whatever assignment or other documents we periodically request to evidence our ownership and to help us obtain intellectual property rights in the Innovation. You may not use any Innovation in operating the Business or otherwise without our prior written approval.

12. Exclusive Relationship

You acknowledge that we granted you the rights under this Agreement in consideration of and reliance upon your and your owners' agreement to deal exclusively with us with respect to the services and products that Ninja Nation Business offer and sell. You therefore agree that, during the Term, neither you, your owners, nor any members of your or their Immediate Families (defined below) will:

i. have any direct or indirect, controlling or non-controlling interest as an owner—whether of record, beneficial, or otherwise—in a Competitive Business (defined below), wherever located or operating, provided that this restriction will not prohibit ownership of shares of a class of securities publicly-traded on a United States stock exchange and representing less than three percent (3%) of the number of shares of that class of securities issued and outstanding;

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

iii. directly or indirectly loan any money or other thing of value, or guarantee any other person's loan, to any Competitive Business or any owner, director, officer, manager, or employee of any Competitive Business, wherever located or operating; or

iv. divert or attempt to divert any actual or potential business or customer of the Business to a Competitive Business.

The term "**Competitive Business**," as used in this Agreement, means any (a) business providing athletic "obstacle course" and related activities, including but not limited to, physical fitness, team building and corporate events, or (b) business granting franchises or licenses to others to operate the type of business described in clause (a), other than a Ninja Nation Business operated under a franchise agreement with us. The term "**Immediate Family**" includes the named individual, his or her spouse, and all children of the named individual or his or her spouse. You agree to obtain similar covenants from your senior personnel whom we specify, including officers and directors, by having them sign the form of agreement we specify or pre-approve. We may pre-approve the forms of agreements you use solely to ensure that you adequately protect Confidential Information and the competitiveness of Ninja Nation Business. Under no circumstances will we control the forms or terms of employment agreements you use with Business employees or otherwise be responsible for your labor relations or employment practices.

13. Advertising and Marketing

A. Pre- Opening Advertising Program

You must conduct, and spend at least Fifteen Thousand Dollars ($15,000) on, a pre-opening advertising program for the Business. We expect this program to begin approximately six to eight weeks before the Business opens (although we may specify a different timeframe). We will consult with you about the type of pre-opening advertising program that we believe is most suitable for your Business' which may include Ninja Nation "sneak peek" events where you will be able to sell memberships and birthday party events and other pre-opening events. You may not create or conduct any pre-opening advertising program we have not approved. The pre-opening advertising program will be implemented according to Brand Standards and our other requirements.

B. Brand Fund

We have not established a fund ("**Brand Fund**" or "**Fund**"). However we reserve the right to do so upon providing you thirty (30) days written notice to you. If establish a Brand Fund for advertising, marketing, research and development, public relations, social media management, and customer relationship management programs and materials, the purpose of which is to enhance, promote, and protect the Ninja Nation brand and Franchise System. You agree to contribute to the Brand Fund the amounts we periodically specify, not to exceed two percent (2%) of the Business' weekly Gross Revenue. Your Brand Fund contribution is due and payable at the same time and in the same manner as the Royalty or in such other manner we periodically specify.

Each operational company- and affiliate-owned Ninja Nation Business will contribute to the Brand Fund each week on the same percentage basis as franchisees. We will direct all programs the Brand Fund finances, with sole control over all creative and business aspects of the Fund's activities. The Brand Fund may pay for preparing, producing, and placing video, audio, and written materials, digital and electronic media, and Social Media; developing, maintaining, and administering one or more System Websites; administering national, regional, and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; establishing regional and national promotions and partnerships and hiring spokespersons to promote the Ninja Nation Business brand; establishing toll-free call

centers and on-line systems and other vehicles for centralized customer interaction; and supporting public relations, market research and development, and other advertising, promotion, marketing, and brand-related activities. The Brand Fund periodically may give you sample advertising, marketing, and promotional formats and materials (collectively, "**Marketing Materials**") at no cost. We may sell you multiple copies of Marketing Materials at our direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Brand Fund separately from our other funds (although we need not keep Brand Fund contributions in a separate bank account) and not use the Brand Fund for any of our general operating expenses. However, the Brand Fund may reimburse us and our affiliates for the reasonable salaries and benefits of personnel who manage and administer, or otherwise provide assistance or services to, the Brand Fund; the Brand Fund's administrative costs; travel-related expenses of our personnel while they are on Brand Fund business; meeting costs; overhead relating to Brand Fund business; and other expenses we and our affiliates incur administering or directing the Brand Fund and its programs, including conducting market research, preparing Marketing Materials, collecting and accounting for Brand Fund contributions, paying taxes due on Brand Fund contributions we receive, and any other costs or expenses we incur operating or as a consequence of the Fund. The Brand Fund is not a trust, and we do not owe you fiduciary obligations because we maintain, direct, or administer the Brand Fund or for any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We may use new Brand Fund contributions to pay Brand Fund deficits incurred during previous years. We will use all interest earned on Brand Fund contributions to pay costs before using the Brand Fund's other assets. We will prepare an annual, unaudited statement of Brand Fund collections and expenses and provide you a copy of the statement upon reasonable request. We may (but need not) have the Brand Fund audited annually, at the Brand Fund's expense, by a certified public accountant we designate. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Section 13.B.

The Brand Fund's principal purposes are to maximize recognition of the Marks, increase patronage of Ninja Nation Business, and enhance, promote, and protect the Ninja Nation Business brand and Franchise System. Although we will try to use the Brand Fund in the aggregate to develop and implement Marketing Materials and programs benefiting all Ninja Nation Business, we need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to Brand Fund contributions by Ninja Nation Business operating in that geographic area or that any Ninja Nation Business benefits directly or in proportion to its Brand Fund contribution from the development of Marketing Materials or the implementation of programs. The Brand Fund will not be used principally to develop materials and programs to solicit franchisees. However, media, materials, and programs (including the System Website) prepared using Brand Fund contributions may describe our franchise program, reference the availability of franchises and related information, and process franchise leads. We have the right, but no obligation, to use collection agents and institute legal proceedings at the Brand Fund's expense to collect unpaid Brand Fund contributions. We also may forgive, waive, settle, and compromise all claims by or against the Brand Fund. Except as expressly provided in this Section 13.B, we assume no direct or

indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Brand Fund.

We may at any time defer or reduce the Brand Fund contributions of any Ninja Nation Business franchisee and, upon thirty (30) days' prior written notice to you, reduce or suspend Brand Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will either (i) spend the remaining Fund balance on permitted programs and expenditures or (ii) distribute all unspent funds to our then-existing franchisees, and to us and our affiliates, in proportion to their and our respective Brand Fund contributions during the preceding twelve (12) month period.

C. Approval of Marketing and Other External Communications

All advertising, promotion, marketing, and public relations activities you conduct and Marketing Materials you prepare must be legal and not misleading and conform to the policies set forth in the Operations Manual or that we otherwise prescribe from time to time. To protect the goodwill that we and certain of our affiliates have accumulated in the "NINJA NATION BUSINESS" name and other Marks, at least thirty (30) days before you intend to use them, you must send us samples or proofs of (a) all Marketing Materials we have not prepared or already approved, and (b) all Marketing Materials we have prepared or already approved which you propose to change in any way. However, you need not send us any Marketing Materials in which you have simply completed the missing Business-specific or pricing information based on templates we sent you. If we do not approve your Marketing Materials in writing within thirty (30) days after we actually receive them, they will be deemed disapproved for use. We will not unreasonably withhold our approval. You may not use any Marketing Materials we have not approved or have disapproved. We reserve the right upon thirty (30) days' prior written notice to require you to discontinue using any previously-approved Marketing Materials.

D. Local Marketing

You agree to spend the minimum amounts of the Business' projected annual Gross Revenue that we specify, but not less than Two Thousand Dollars ($2,000.00) per month on approved Marketing Materials and advertising, marketing, and promotional programs for the Business (the "**Local Marketing Spending Requirement**"). We may increase the amount of this expenditure up to two percent (2%) for each year of the term of this Agreement. We will provide you with a written local marketing plan for the Local Marketing Spending Requirement according to our specified process. You acknowledge that, given the nature of the Business' services and products, we may require you to spend a substantial portion, or even most, of the Local Marketing Spending Requirement during a specific, limited timeframe during the year (for example, over a number of weeks or a few months). We will not count any of the following expenditures towards your Local Marketing Spending Requirement: Brand Fund contributions, price discounts or reductions you provide as a promotion, permanent on-premises signs, lighting, personnel salaries, administrative costs, transportation vehicles (even if they display the Marks), employee incentive programs, and other amounts that we, in our reasonable judgment, deem inappropriate to satisfy the Local Marketing Spending Requirement. We may review your books and records, and require you to submit reports periodically, to determine your advertising, marketing, and promotion expenses. If you fail to spend (or prove that you spent) the Local Marketing Spending Requirement, we may, in addition

to and without limiting our other rights and remedies, require you to contribute the shortfall to the Brand Fund for use as provided in Section 13.B above.

Notwithstanding the above, at our request you must pay us the Local Marketing Spending Requirement, which we will then spend for you in your market for the materials and activities described above.

You acknowledge that the marketing activities in which you engage will materially affect your Business' success or lack of success. While you agree to the Local Marketing Spending Requirement above, that amount might be insufficient for you to achieve your business objectives. Subject to the requirements above, you alone are responsible for determining how much to spend on Marketing Materials and other approved advertising, marketing, and promotional programs for the Business in order to achieve your business objectives.

E. Advertising Cooperatives

We may designate a geographic area for an advertising cooperative (a "**Cooperative**"). The Cooperative's members in any area are the owners of all Ninja Nation Businesses located and operating in that area (including us and our affiliates, if applicable). Each Cooperative will be organized and governed in a form and manner, and begin operating on a date, we determine. We may change, dissolve, and merge Cooperatives. Each Cooperative's purpose is, with our approval, to administer advertising programs and develop Marketing Materials for the area the Cooperative covers. If, as of the Effective Date, we have established a Cooperative for the geographic area in which the Business is located, or if we establish a Cooperative in that area during the Term, you automatically will become a member of the Cooperative and then must participate as its governing documents require. We reserve the right to require you to contribute up to one percent (1%) of the Business' monthly Gross Revenue to the Cooperative. All of the Cooperative dues you contribute will count toward the Local Marketing Spending Requirement under Section 13.D but will not affect your market introduction program obligations under Section 13.A or be credited toward your required Brand Fund contributions.

F. System Website

We or our designees may establish a website or series of websites for the Ninja Nation Business network: (1) to advertise, market, identify, and promote Ninja Nation Business, the services and products they offer, and/or the Ninja Nation Business franchise opportunity; (2) to function as the Intranet; and/or (3) for any other purposes we deem appropriate for Ninja Nation Business (collectively, the "**System Website**"). The System Website need not provide you with a separate interior webpage or "micro-site" referencing your Business. You must give us the information and materials we request for you to participate in the System Website. In doing so, you represent that they are accurate and not misleading and do not infringe another party's rights. We will own all intellectual property and other rights in the System Website and all information it contains (including, without limitation, any Data).

We will control, and may use Brand Fund contributions to develop, maintain, operate, update, and market, the System Website. You must pay our then-current monthly or other fee to participate in the various aspects of the System Website or as we otherwise require to maintain and operate the

System Website's various features and functions (if, or to the extent, the Brand Fund does not pay for these costs). We have final approval rights over all information on the System Website. We may implement and periodically modify Brand Standards for the System Website.

We will allow you to participate in the System Website only while you are in substantial compliance with this Agreement and all Brand Standards (including those for the System Website). If you are in material default of any obligation under this Agreement or Brand Standards, we may, in addition to our other remedies, temporarily suspend your participation in the System Website until you fully cure the default. We will permanently terminate your access to and participation in the System Website upon this Agreement's expiration or termination.

All Marketing Materials you develop for the Business must contain notices of the System Website's URL in the manner we periodically designate. You may not develop, maintain, or authorize any other website, online presence, or electronic medium mentioning or describing the Business or displaying any Marks without our prior written approval. Except for the System Website, you may not conduct commerce or directly or indirectly offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet.

Nothing in this Section limits our right to maintain websites other than the System Website or to offer and sell services and products under the Marks from the System Website, another website, or otherwise over the Internet without payment or any other obligation to you.

14. Records, Reports, and Financial Statements

In order to assure consistency and reliability with respect to the various forms of financial reporting you must make to us, you must establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats (including, at our option, the accounting methods and chart of accounts) we prescribe from time to time. During your Business" first year of operation, you must use an outsourced accounting service we specify to ensure your preparation of required reports and financial statements accurately and in our desired format. If after the first year, you choose to use an accounting firm that we have not specified, that firm must be able to provide us and our designees with reports and financial statements in the formats we specify. If you do not comply with our accounting, recordkeeping and reporting obligations any time after the Business' first year of operation, we once again may require you to use a specified outsourced accounting service. We also may require the Business to use a designated accounting system (whether or not proprietary to us or our affiliates). The records and information contained in any bookkeeping, accounting, and recordkeeping system we require will not include any records or information relating to the Business' employees, as you control exclusively your labor relations and employment practices. You must use a Computer System to maintain certain revenue data and other information (including Consumer Data) and give us access to that data and other information (but excluding employee records, as you control exclusively your labor relations and employment practices) in the manner we specify. We may, as often as we deem appropriate (including on a daily, continuous basis), independently access the Computer System and retrieve all information regarding the Business' operation (other than Business employee records, as you control exclusively your labor relations and employment practices). You must give us:

i. on or before the Payment Day, statistical reports showing the Business' total Gross Revenue, customer count, and other information we request regarding you and the Business covering the previous weekly period;

ii. within thirty (30) days after the end of each fiscal quarter, the Business' operating statements and financial statements (including a balance sheet and cash flow and profit and loss statements) as of the end of that fiscal quarter;

iii. within ninety (90) days after the end of each of your fiscal years, annual profit and loss and cash flow statements, a balance sheet for the Business as of the end of the previous fiscal year, and a narrative written description of your year-end operating results; and

iv. within fifteen (15) days after our request, exact copies of federal and state income, sales tax, and other tax returns and any other forms, records, books, reports, and other information we periodically require relating to you or the Business (other than Business employee records, as you control exclusively your labor relations and employment practices).

We may periodically specify the form and content of the reports and financial statements described above. You must verify and sign each report and financial statement in the manner we prescribe. We have the right to disclose data from such reports and statements (and to identify the Business as the source of such reports and statements) for any business purpose we determine in our sole judgment, including the right to identify the Business and disclose its individual financial results in both a financial performance representation appearing in Item 19 of our franchise disclosure document and a supplemental financial performance representation.

You agree to preserve and maintain all records, in the manner we periodically specify, in a secure location at the Business or at another location we have approved in writing for at least five (5) years after the end of the fiscal year to which such records relate or for any longer time the Law requires. If we reasonably determine that any report or financial statement you send us is willfully or recklessly, and materially, inaccurate, we may require you to prepare audited financial statements annually during the Term until we determine that your reports and statements accurately reflect the Business' business and operations.

15. Inspections and Audits

A. Inspections

To determine whether you and the Business are complying with this Agreement, all Brand Standards, and safety standards, we and our designated representatives and vendors (including "mystery" shoppers) have the right before you open the Business for business and afterward from time to time during your regular business hours, and without prior notice to you, to inspect and evaluate the Business, observe and record operations (including through electronic monitoring), remove samples of products and supplies, interview and interact with the Business' supervisory employees and customers, inspect all books and records relating to the Business, and access all electronic records on your Computer System to the extent necessary to ensure compliance with

this Agreement and all Brand Standards (in all cases excluding records relating to labor relations and employment practices, as you control exclusively labor relations and employment practices for Business employees). You must cooperate with us and our representatives and vendors in those activities. If we use a mystery shopper program, you agree to reimburse us for our reasonable expenses up to two hundred fifty dollars ($250). We will give you a written summary of the evaluation. Without limiting our other rights and remedies under this Agreement, you must promptly correct at your own expense all deficiencies (i.e., failures to comply with Brand Standards) noted by our evaluators within the time period we specify after you receive notice of those deficiencies. We then may conduct one or more follow-up evaluations to confirm that you have corrected the deficiencies and otherwise are complying with this Agreement and all Brand Standards. You must pay the actual costs of the first follow-up audit, including our personnel's daily charges (including wages) and travel-related expenses. We may charge you a Two-Thousand Five-Hundred Dollar ($2,500) inspection fee for the second and each follow-up evaluation we make and for each inspection you specifically request. If you fail to correct a deficiency at the Business or in its operation after these inspections, we may (short of taking over the Business' management) take the required action for you, in which case you must immediately reimburse all of our costs.

Because we do not have the right to inspect your employment records, you agree to confirm for us periodically (in the manner specified in Brand Standards) that the Business' employees have all certifications required by Law.

B. Our Right to Audit

We and our designated representatives may at any time during your business hours, and without prior notice to you, examine the Business' business, bookkeeping, and accounting records, sales and income tax records and returns, and other records (other than records we have no authority to control and/or remedy, such as your employment records, as you control exclusively your labor relations and employment practices). You must fully cooperate with our representatives and independent accountants conducting any inspection or audit. If any inspection or audit discloses an understatement of the Business' Gross Revenue, you must pay us, within ten (10) days after receiving the inspection or audit report, the amounts due on the understatement plus our administrative fee and interest from the date originally due until the date of payment. If any inspection or audit discloses an overstatement of the Business' Gross Revenue, we will credit you (without interest) for the overpayment. Further, if an inspection or audit is necessary due to your failure to furnish reports, supporting records, or other information as required or on a timely basis, or if our examination reveals an understatement exceeding two percent (2%) of the amount you actually reported to us for the period examined, you must reimburse our costs for the examination, including, without limitation, legal fees, independent accountants' fees, and compensation and travel-related expenses for our employees. These remedies are in addition to our other remedies and rights under this Agreement and applicable Law.

16. Transfer

A. Transfer by Us

We may change our ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. After we assign this Agreement to a third party that expressly assumes this Agreement's obligations, we no longer will have any performance or other obligations under this Agreement. That assignment will constitute a release and novation with respect to this Agreement, and the new owner-assignee will be liable to you as if it had been an original party to this Agreement. Specifically and without limiting the foregoing, you agree that we may sell our assets (including this Agreement), the Marks, or the Franchise System to a third party; offer our ownership interests privately or publicly; merge, acquire other business entities, or be acquired by another business entity; and/or undertake a refinancing, recapitalization, leveraged buyout, securitization, or other economic or financial restructuring.

B. Transfer by You and Definition of Transfer

You acknowledge that the rights and duties this Agreement creates are personal to you and your owners, and we have granted you the rights under this Agreement in reliance upon our perceptions of your and your owners' character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, neither: (i) this Agreement or any interest in this Agreement; (ii) the Business or any right to receive all or a portion of the profits, losses, or capital appreciation relating to the Business; (iii) all or substantially all of the Operating Assets; (iv) any ownership interest in you; nor (v) a controlling ownership interest in an Entity with an ownership interest in you, may be transferred without our prior written approval. A transfer of the Business' ownership, possession, or control, or all or substantially all of the Operating Assets, may be made only with the concurrent transfer (to the same proposed transferee) of the franchise rights (with the transferee assuming this Agreement or signing our then-current form of franchise agreement and related documents, as we may require). Any transfer without our prior written approval is a breach of this Agreement and has no effect, meaning you and your owners will continue to be obligated to us for all your obligations under this Agreement.

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

i. transfer of record or beneficial ownership of stock or any other ownership interest or the right to receive (directly or indirectly) all or a portion of the profits, losses, or any capital appreciation relating to the Business;

ii. a merger, consolidation, or exchange of ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests;

iii. any sale or exchange of voting interests or securities convertible to voting interests, or any management or other agreement granting the right (directly or indirectly) to exercise or control the exercise of any owner's voting rights

or to control your (or an Entity with an ownership interest in you) or the Business' operations or affairs;

iv. transfer in a divorce, insolvency, or Entity dissolution proceeding or otherwise by operation of law;

v. transfer by will, declaration of or transfer in trust, or under the laws of intestate succession; or

vi. pledge of this Agreement (to someone other than us) or of an ownership interest in you or your owners as security or collateral, foreclosure upon or attachment or seizure of the Business, or your transfer, surrender, or loss of the Business' possession, control, or management. You may grant a security interest (including a purchase money security interest) in the Business' assets (not including this Agreement or the franchise rights) to a lender that finances your acquisition, development, and/or operation of the Business without having to obtain our prior written approval as long as you give us ten (10) days' prior written notice. Notwithstanding the above, you may not pledge, hypothecate, or grant a security interest in any property that bears or displays the Marks (unless the Marks are readily removable from such property) and must advise your proposed lenders of this restriction.

C. Conditions for Approval of Transfer

If you and your owners are in full compliance with this Agreement, then, subject to this Section 16.C's other provisions, we will approve a transfer meeting all of this Section's requirements.

i. We will approve the transfer of a non-controlling ownership interest in you if the proposed transferee and its owners are of good moral character, have no ownership interest in and do not perform services for (and have no affiliates with an ownership interest in or performing services for) a Competitive Business, otherwise meet our then-applicable standards for non-controlling owners of Ninja Nation Business franchisees, sign our then-current form of Guaranty and Assumption of Obligations and pay us a Ten-Thousand Dollar ($10,000) transfer fee. The term "**controlling ownership interest**" is defined in Section 21.M.

ii. If the proposed transfer involves the franchise rights granted by this Agreement or a controlling ownership interest in you or in an Entity owning a controlling ownership interest in you, or is one of a series of transfers (regardless of the timeframe over which those transfers take place) in the aggregate transferring the franchise rights granted by this Agreement or a controlling ownership interest in you or in an Entity owning a controlling ownership interest in you, then all of the following conditions must be met before or concurrently with the proposed transfer's effective date (provided,

however, there may be no such transfer until after the Business has opened for business):

a. (i) the transferee and its direct and indirect owners have the necessary business experience, aptitude, and financial resources to operate the Business, (ii) the transferee otherwise is qualified under our then-existing standards for the approval of new franchisees or of existing franchisees interested in acquiring additional franchises (including the transferee and its affiliates are in substantial operational compliance, at the time of the application, under all other franchise agreements for Ninja Nation Businesses to which they then are parties with us), and (iii) the transferee and its owners are not restricted by another agreement (whether or not with us) from purchasing the Business or the ownership interest in you or the Entity that owns a controlling ownership interest in you;

b. you have paid all required Royalties, Technology Fees, Brand Fund contributions, and other amounts owed to us and our affiliates relating to this Agreement and the Business, have submitted all required reports and statements, and are not in breach of any provision of this Agreement or another agreement with us or our affiliates relating to the Business;

c. neither the transferee nor any of its direct or indirect owners or affiliates operates, has an ownership interest in, or performs services for a Competitive Business;

d. the transferee's management personnel, if different from your management personnel, satisfactorily complete our then-current Initial Training;

e. the transferee has the right to occupy the Business' site for the expected franchise term;

f. the transferee and each of its owners (if the transfer is of the franchise rights granted by this Agreement), or you and your owners (if the transfer is of a controlling ownership interest in you or in an Entity owning a controlling ownership interest in you), if we so require, sign our then-current form of franchise agreement and related documents (including a Guaranty and Assumption of Obligations), any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, provided, however, that (i) the term of the new franchise agreement signed will equal this Agreement's unexpired Term, (ii) the Royalty, Technology Fee, and Brand Fund contribution levels specified in this Agreement will be substituted into the then-current form of franchise agreement that you sign for the balance of the initial

franchise term, and (iii) the Area of Protection defined in this Agreement will be substituted into the then-current form of franchise agreement that you sign for the balance of the initial franchise term. If the transferee has the right to possess the Business for no less than an additional ten (10) years following the transfer's proposed effective date, we may (but have no obligation to) grant the transferee a full ten (10) year term under the new franchise agreement signed if the transferee commits to repair and/or replace Operating Assets and upgrade the Business in accordance with our then-current requirements and specifications for new Ninja Nation Business within the timeframe we specify following the transfer's effective date. If we grant a full ten (10) year term, however, our then-current fees, including the Royalty, Technology Fee, and Brand Fund contributions, will apply to the Business, and we may change the definition of the Area of Protection;

g. you or the transferee pays us a transfer fee equal to Ten Thousand Dollars ($10,000.00);

h. the transferee agrees to repair and/or replace Operating Assets and upgrade the Business in accordance with our then-current requirements and specifications for new Ninja Nation Business within the timeframe we specify following the transfer's effective date;

i. you (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective owners, officers, directors, employees, representatives, agents, successors, and assigns;

j. we have determined that the purchase price, payment terms, and required financing will not adversely affect the transferee's operation of the Business;

k. if you or your owners finance any part of the purchase price, you and they agree that the transferee's obligations under promissory notes, agreements, or security interests reserved in the Operating Assets or ownership interests in you are subordinate to the transferee's (and its owners') obligation to pay Royalties, Technology Fees, Brand Fund contributions, and other amounts due to us and our affiliates and otherwise to comply with this Agreement;

l. you and your transferring owners (and members of their Immediate Families) agree, for two (2) years beginning on the transfer's effective date, not to engage in any activity proscribed in Section 19.E below; and

m. you and your transferring owners will not directly or indirectly at any time afterward or in any manner (except with other Ninja Nation Business you or they own or operate): (i) identify yourself or themselves in any business as a current or former Ninja Nation Business or as one of our franchisees; (ii) use any Mark, any colorable imitation of a Mark, any trademark, service mark, or commercial symbol that is confusingly similar to any Mark, or other indicia of a Ninja Nation Business for any purpose; or (iii) utilize for any purpose any trade dress, trade name, trademark, service mark, or other commercial symbol suggesting or indicating a connection or association with us.

If the proposed transfer is to or among your owners, your or their Immediate Family members, or an Entity you control, then the transfer fee in clause (g) will be Ten-Thousand Dollars ($10,000.00). You acknowledge that we have legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with you, and our contact with potential transferees to protect our business interests will not constitute improper or unlawful conduct. You expressly authorize us to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms, to communicate candidly and truthfully with the transferee regarding your operation of the Business, and to withhold consent for the reasons specified above. You waive any claim that the action we take in good faith to protect our business interests in connection with a proposed transfer constitutes tortious interference with contractual or business relationships. Similarly, we may review all information regarding the Business you give the proposed transferee, correct any information we believe is inaccurate, and give the proposed transferee copies of any reports you have given us or we have made regarding the Business.

Notwithstanding anything to the contrary in this Section 16, we need not consider a proposed transfer of a controlling or non-controlling ownership interest in you, or a proposed transfer of this Agreement, until you (or an owner) and the proposed transferee first send us a copy of the bona fide offer to purchase or otherwise acquire the particular interest from you (or the owner). For an offer to be considered "bona fide," we may require it to include a copy of all proposed agreements between you (or your owner) and the proposed transferee related to the sale, assignment, or transfer.

D. Transfer to a Wholly-Owned or Affiliated Entity

Notwithstanding Section 16.C above, if you are in full compliance with this Agreement, you may transfer this Agreement, together with the Operating Assets and all other assets associated with the Business, to an Entity that will conduct no business other than the Business and, if applicable, other Ninja Nation Business and of which you or your then-existing owners own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all Business assets are owned, and the Business is operated, only by that single Entity. The Entity must expressly assume all of your obligations under this Agreement, but you will remain personally liable under this Agreement as if the transfer to the Entity did not occur. Transfers of ownership interests in that Entity are subject to the restrictions in Section 16.C.

E. Death or Disability

i. Transfer Upon Death or Disability

Upon the death or disability of one of your owners, that owner's executor, administrator, conservator, guardian, or other personal representative (the "**Representative**") must transfer the owner's ownership interest in you (or an owner) to a third party. That transfer (including transfer by bequest or inheritance) must occur, subject to our rights under this Section 16.E, within a reasonable time, not to exceed six (6) months from the date of death or disability, and is subject to all terms and conditions in this Section 16. A failure to transfer such interest within this time period is a breach of this Agreement.

ii. Operation upon Death or Disability

If, upon the death or disability of any of your owners, the Business' day-to-day operations are not being managed by a trained manager, then you or the Representative (as applicable) must within a reasonable time, not to exceed fifteen (15) days from the date of death or disability, hire a new manager to operate the Business. The manager must at your expense satisfactorily complete the training we designate within the time period we specify. We have the right to assume the Business' management, as described in Section 18.C, for the time we deem necessary if the Business is not in our opinion being managed properly upon the death or disability of one of your owners.

F. Effect of Consent to Transfer

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

G. Our Right of First Refusal

If you, any of your owners, or the owner of a controlling ownership interest in an Entity with an ownership interest in you at any time determines to sell or transfer for consideration the franchise rights granted by this Agreement and the Business (or all or substantially all of its Operating Assets), a controlling ownership interest in you, or a controlling ownership interest in an Entity with a controlling ownership interest in you (except to or among your current owners or in a transfer under Section 16.D, which are not subject to this Section 16.G), you agree to obtain from a responsible and fully-disclosed buyer, and send us, a true and complete copy of a bona fide, executed written offer (which, as noted in Section 16.C above, we may require to include a copy of all proposed agreements related to the sale or transfer). The offer must include details of the proposed sale's payment terms and the financing sources and terms of the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be a fixed-dollar amount, without any contingent payments of purchase price (such as earn-out payments), and the proposed transaction must relate exclusively to the rights granted by this Agreement and the Business (or all or substantially all of its Operating Assets), a controlling ownership interest in you, or a controlling ownership interest in an Entity with a controlling ownership interest in you. It may not relate to any other interests or assets. We may require you (or your owners) to send us copies of any

materials or information you send to the proposed buyer or transferee regarding the possible transaction.

We may, by written notice delivered to you within thirty (30) days after we receive both an exact copy of the offer and all other information we request, elect to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that: (i) we may substitute cash for any form of payment proposed in the offer; (ii) our credit will be deemed equal to the credit of any proposed buyer; (iii) the closing will be not less than sixty (60) days after we notify you of our election to purchase or, if later, the closing date proposed in the offer; (iv) you and your owners must sign the general release described in Section 16.C.ii(i) above; and (v) we must receive, and you and your owners agree to make, all customary representations, warranties, and indemnities given by the seller of the assets of a business or of ownership interests in an Entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and (if applicable) ownership interests; your and your owners' authorization to sell, as applicable, any ownership interests or assets without violating any Law, contract, or requirement of notice or consent; liens and encumbrances on ownership interests and assets; validity of contracts and liabilities, contingent or otherwise, relating to the assets or ownership interests being purchased; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Business before the closing of our purchase. If the offer is to purchase all of your ownership interests, we may elect instead to purchase all of the Business' assets (and not any of your ownership interests) on the condition that the amount we pay you for such assets equals the full value of the transaction as proposed in the offer (i.e., the value of all assets to be sold and of all liabilities to be assumed).

Once you or your owners submit the offer and related information to us triggering the start of the thirty (30) day decision period referenced above, the offer is irrevocable for that thirty (30) day period. This means we have the full thirty (30) days to decide whether to exercise the right of first refusal and may choose to do so even if you or your owners change your, his, her, or its mind during that period and prefer after all not to sell the particular interest that is the subject of the offer. You and your owners may not withdraw or revoke the offer for any reason during the thirty (30) days, and we may exercise the right to purchase the particular interest in accordance with this Section's terms.

If we exercise our right of first refusal and close the transaction, you and your transferring owners agree that, for two (2) years beginning on the closing date, you and they (and members of your or their Immediate Families) will be bound by the non-competition covenants contained in Section 19.E.

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we approve the transfer as provided in this Section 16. If you or your owners do not complete the sale to the proposed buyer within sixty (60) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the sale's terms (which you agree to tell us promptly), we will have an additional right of first refusal during the thirty (30) days following either expiration of the sixty (60) day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our option.

We have the unrestricted right to assign this right of first refusal to a third party (including an affiliate), which then will have the rights described in this Section 16.G. We waive our right of first refusal for sales or transfers to Immediate Family members meeting the criteria in Section 16.C.

17. Expiration of Agreement

When this Agreement expires (unless it is terminated sooner), you will have the right to acquire successor franchises to continue operating the Business as a Ninja Nation Business for up to three (3) five (5) year terms under our then-current forms of franchise agreement, but only if you have:

i. requested in writing a business review at least six (6) months, but not more than nine (9) months, before the end of the Term and each successor term;

ii. substantially complied with all of your obligations under this Agreement and all other agreements with us or our affiliates related to the Business, and operated the Business in substantial compliance with Brand Standards, during the Term and each successor term, as noted in the business review we conduct; and

iii. remodeled and upgraded the Business and otherwise brought the Business into full compliance with then-applicable specifications and standards for new Ninja Nation Business (regardless of cost) before this Agreement and each successor term expires.

To acquire a successor franchise, you and your owners must: (i) sign our then-current form of franchise agreement (and related documents), which may contain terms and conditions differing materially from any and all of those in this Agreement, including higher Royalties, Technology Fees, and Brand Fund contributions (provided that the Area of Protection will remain the same during the successor franchise), and will be modified to reflect that it is for a successor franchise; (ii) pay us a successor franchise fee equal to Five Thousand Dollars ($5,000); and (iii) sign a general release in the form we specify as to any and all claims against us, our affiliates, and our and their respective owners, officers, directors, employees, agents, representatives, successors, and assigns. If you fail to sign and return the documents referenced above, together with the successor franchise fee, within thirty (30) days after we deliver them to you, that will be deemed your irrevocable election not to acquire a successor franchise. If you (and your owners) are not, both on the date you give us written notice of your election to acquire a successor franchise (at or after the business review) and on the date on which this Agreement expires, in substantial compliance with this Agreement and all other agreements with us or our affiliates related to the Business, you acknowledge that we need not grant you a successor franchise, whether or not we had, or chose to exercise, the right to terminate this Agreement during its Term under Section 18. We may condition our grant of a successor franchise on your completing certain requirements on or before designated deadlines following commencement of the successor franchise term.

18. Termination of Agreement

A. Termination by You

You may terminate this Agreement if we materially breach any of our obligations under this Agreement and fail to correct that breach within thirty (30) days after you deliver written notice to us of the breach; provided, however, if we cannot reasonably correct the breach within those thirty (30) days but give you, within the thirty (30) days, evidence of our effort to correct the breach within a reasonable time period, then the cure period will run through the end of that reasonable time period. Your termination of this Agreement other than according to this Section 18.A will be deemed a termination without cause and your breach of this Agreement.

B. Termination by Us

We may, at our option, terminate this Agreement, effective immediately upon delivery of written notice of termination to you, upon the occurrence of any one of the following events:

i. you (or any of your direct or indirect owners) have made or make any material misrepresentation or omission in connection with your application for and acquisition of the franchise or your operation of the Business, including, without limitation, by intentionally or through your gross negligence understating the Business' Gross Revenue for any period;

ii. you fail (a) to obtain our written acceptance of the site, to secure the accepted site under a Lease we accept, or otherwise to meet any development obligation identified in Section 4 on or before the required deadline, or (b) to develop, open, and begin operating the Business in compliance with this Agreement and Brand Standards (including with a fully-trained staff) on or before the Opening Deadline;

iii. you (a) abandon the Business, meaning you have deserted, walked away from, or closed the Business under circumstances leading us to conclude that you have no intent to return to the Business, regardless of how many days have passed since the apparent abandonment, or (b) fail actively and continuously to operate the Business (a failure to operate the Business for over three (3) consecutive days will be deemed a default under this clause (b), except where closure is due to fire, riot, flood, terrorist acts, or natural disaster and you notify us within three (3) days after the particular occurrence to obtain our written approval to remain closed for an agreed-upon amount of time as is necessary under the circumstances before we will require you to re-open);

iv. you, any of your owners, or the owner of a controlling ownership interest in an Entity with an ownership interest in you makes a purported transfer in violation of Section 16;

v. you (or any of your direct or indirect owners) are or have been convicted by a trial court of, or plead or have pleaded guilty or no contest to, a felony;

vi. you (or any of your direct or indirect owners) engage in any dishonest, unethical, immoral, or similar conduct as a result of which your (or the owner's) association with the Business (or the owner's association with you) could, in our reasonable opinion, have a material adverse effect on the goodwill associated with the Marks;

vii. a lender forecloses on its lien on a substantial and material portion of the Business' assets;

viii. an entry of judgment against you involving aggregate liability of Twenty-Five Thousand Dollars ($25,000) or more in excess of your insurance coverage, and the judgment remains unpaid for ten (10) days or more following its entry;

ix. you (or any of your direct or indirect owners) misappropriate any Confidential Information or violate any provisions of Section 12, including, but not limited to, by holding interests in or performing services for a Competitive Business;

x. you violate any material Law relating to the Business' development, operation, or marketing and do not (a) correct the noncompliance or violation within fifteen (15) days after delivery of written notice of the noncompliance or violation or (b) completely correct the noncompliance or violation within the time period prescribed by Law, unless you are in good faith contesting your liability for the violation through appropriate proceedings or provide reasonable evidence of your continued efforts to correct the violation within a reasonable time period;

xi. you fail to report the Business' Gross Revenue or to pay us or any of our affiliates any amounts when due and do not correct the failure within five (5) days after delivery of written notice;

xii. you underreport the Business' Gross Revenue by two percent (2%) or more on three (3) separate occasions within any twenty-four (24) consecutive-month period or by five percent (5%) or more during any reporting period;

xiii. you fail to maintain the insurance this Agreement requires or to send us satisfactory evidence of such insurance within the required time, or significantly modify your insurance coverage without our written approval, and do not correct the failure within five (5) days after delivery of written notice;

xiv. you fail to pay when due any federal or state income, service, sales, employment, or other taxes due on the Business' operation, unless you are in good faith contesting your liability for such taxes through appropriate proceedings;

xv. you (or any of your direct or indirect owners) (a) fail on three (3) or more separate occasions within any twelve (12) consecutive-month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you (which includes failures identified and reported to you during any inspection we conduct under Section 15.A), or (b) fail on two (2) or more separate occasions within any six (6) consecutive-month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you (which includes failures identified and reported to you during any inspection we conduct under Section 15.A);

xvi. you fail to pay amounts you owe to our designated, approved, or recommended suppliers within thirty (30) days following the due date (unless you are contesting the amount in good faith), or you default (and fail to cure within the allocated time) under any note, lease, or agreement we deem material relating to the Business' operation or ownership, and do not correct the failure within five (5) days after delivery of written notice;

xvii. you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of your property; the Business is attached, seized, or levied upon, unless the attachment, seizure, or levy is vacated within sixty (60) days; or any order appointing a receiver, trustee, or liquidator of you or the Business is not vacated within sixty (60) days following its entry;

xviii. your or any of your owners' assets, property, or interests are blocked under any Law relating to terrorist activities, or you or any of your owners otherwise violate any such Law;

xix. you lose the right to occupy the Business' premises due to your Lease default (even if you have not yet vacated the Business' premises);

xx. you lose the right to occupy the Business' premises (but not due to your Lease default), or the Business is damaged to such an extent that you cannot operate the Business at its existing location over a thirty (30) day period, and you fail both to relocate the Business to a substitute site we accept and to begin operating the Business at that substitute site within one hundred fifty (150) days from the first date on which you could not operate the Business at its existing location;

xxi. you fail to comply with any other obligation under this Agreement or any other agreement between us (or any of our affiliates) and you relating to the Business, including, without limitation, any Brand Standard, and do not correct the failure to our satisfaction within thirty (30) days after we deliver written notice; or

xxii. you cause or contribute to a Data Security Incident or fail to comply with any requirements to protect Consumer Data.

C. Assumption of Business' Management

(i) If you abandon or fail actively to operate the Business for any period, (ii) under the circumstances described in Sections 16.E and 18.D, and (iii) after termination or expiration of this Agreement while we are deciding whether to exercise our right to purchase the Business' assets under Section 19.F, we or our designee has the right (but not the obligation) to enter the site and assume the Business' management for any time period we deem appropriate. Our manager will exercise control over the working conditions of the Business' employees only to the extent such control is related to our legitimate interest in protecting, and is necessary at that time to protect, the quality of our services, products, or brand. If we assume the Business' management, all revenue from the Business' operation during our management period will (except as provided below) be kept in a separate account, and all Business expenses will be charged to that account. In addition to all other fees and payments owed under this Agreement on account of the Business' operation, we may charge you a reasonable management fee, not to exceed ten percent (10%) of the Business' Gross Revenue, plus any out-of-pocket expenses incurred in connection with the Business' management. We or our designee will have a duty to use only reasonable efforts and, if we or our designee is not grossly negligent and does not commit an act of willful misconduct, will not be liable to you or your owners for any debts, losses, lost or reduced profits, or obligations the Business incurs, or to any of your creditors for any supplies, products, or other assets or services the Business purchases, while we or our designee manages it. We may require you to sign our then-current form of management agreement, which will govern the terms of our management of the Business.

If we or our designee assumes the Business' management due to your abandonment or failure actively to operate the Business, or after termination or expiration of this Agreement while we are deciding whether to exercise our right to purchase the Business' Operating Assets under Section 19.F, we or our designee may retain all, and need not pay you or otherwise account to you for any, Gross Revenue generated while we or our designee manages the Business.

D. Other Remedies upon Default

Upon your failure to remedy any noncompliance with any provision of this Agreement or any Brand Standard, or another default specified in any written notice issued to you under Section 18.B, within the time period (if any) we specify in our notice, we have the right, until the failure has been corrected to our satisfaction, to take any one or more of the following actions:

i. suspend your right to participate in one or more advertising, marketing, or promotional programs that we or the Brand Fund provides;

ii. suspend or terminate your participation in any temporary or permanent fee reductions to which we might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

iii. refuse to provide any operational support this Agreement requires; and/or

iv. assume the Business' management, as described in Section 18.C, for the time we deem necessary in order to correct the default, for all of which costs you must reimburse us (in addition to the amounts you must pay us under Section 18.C).

Exercising any of these rights will not constitute an actual or constructive termination of this Agreement or be our sole and exclusive remedy for your default. If we exercise any remedies in this Section 18.D rather than terminate this Agreement, we may at any time after the applicable cure period under the written notice has lapsed (if any) terminate this Agreement without giving you any additional corrective or cure period. During any suspension period, you must continue paying all fees and other amounts due under, and otherwise comply with, this Agreement and all related agreements. Our election to suspend your rights as provided above is not our waiver of any breach of this Agreement. If we rescind any suspension of your rights, you are not entitled to any compensation (including, without limitation, repayment, reimbursement, refunds, or offsets) for any fees, charges, expenses, or losses you might have incurred due to our exercise of any suspension right provided above.

19. Rights and Obligations upon Termination or Expiration of This Agreement

A. Payment of Amounts Owed

You agree to pay us within fifteen (15) days after this Agreement expires or is terminated, or on any later date we determine the amounts due to us, the Royalties, Technology Fees, Brand Fund contributions, late fees and interest, and other amounts owed to us (and our affiliates) that are then unpaid.

B. De-Identification

Upon termination or expiration of this Agreement, you must de-identify the Business in compliance with this Section 19.B and as we reasonably require. De-identification includes, but is not limited to, taking the following actions:

i. beginning on the De-identification Date (defined below), you and your owners may not directly or indirectly at any time afterward or in any manner (except in connection with other Ninja Nation Business you or they own and operate): (a) identify yourself or themselves in any business as a current or former Ninja Nation Business or as one of our current or former franchisees; (b) use any Mark, any colorable imitation of a Mark, any trademark, service mark, or commercial symbol that is confusingly similar to any Mark, any copyrighted items, or other indicia of a Ninja Nation Business for any purpose; or (c) use for any purpose any trade dress, trade

name, trademark, service mark, or other commercial symbol suggesting or indicating a connection or association with us.

ii. within fifteen (15) days after the De-identification Date, you must take the action required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

iii. if we do not exercise the option under Section 19.F below, you must, at your own cost and without any payment from us for such items destroy, in any case within twenty (20) days after the De-identification Date, all signs, Marketing Materials, forms, and other materials containing any Mark. If you fail to do so voluntarily when we require, we and our representatives may enter the Business at our convenience and remove these items without liability to you, the landlord, or any other third party for travel-related expenses or any other claim. You must reimburse our costs of doing so;

iv. if we do not exercise the option under Section 19.F below, you must, at your own cost and without any payment from us for such items, at our option, deliver to us, make available to us for pick-up, or destroy, in any case within thirty (30) days after the De-identification Date, all materials that are proprietary to the Ninja Nation Business brand. If you fail to do so voluntarily when we require, we and our representatives may enter the Business at our convenience and remove these items without liability to you, the landlord, or any other third party for travel-related expenses or any other claim. You must reimburse our costs of doing so;

v. if we do not exercise the option under Section 19.F below, you must at your own expense, within twenty (20) days after the De-identification Date, make the alterations we specify to distinguish the Business clearly from its former appearance and from other Ninja Nation Business in order to prevent public confusion. If you fail to do so voluntarily when we require, we and our representatives may enter the Business at our convenience and take this action without liability to you, your landlord, or any other third party for travel-related expenses or any other claim. We need not compensate you or the landlord for any alterations. You must reimburse our costs of de-identifying the Business;

vi. you must, within fifteen (15) days after the De-identification Date, notify the telephone company and all telephone directory publishers (both web-based and print) of the termination or expiration of your right to use any telephone, facsimile, or other numbers and telephone directory listings associated with any Mark; authorize, and not interfere with, the transfer of those numbers and directory listings to us or at our direction; and/or instruct the telephone company to forward all calls made to your numbers to numbers we specify. If you fail to do so, we may take whatever action and sign whatever documents we deem appropriate on your behalf to effect these events; and

vii. you must immediately cease using or operating any website or other online presence or electronic media, including social networking websites, related to the Business or the Marks, take all action required to disable such websites or social networking website accounts, and cancel all rights in and to any accounts for such websites (unless we request you to assign them to us).

The "**De-identification Date**" means: (i) if we exercise the option under Section 19.F, the closing date of our (or our designee's) purchase of the Business' assets; or (ii) if we do not exercise the option under Section 19.F, the date upon which that option expires or we notify you of our decision not to exercise, or to withdraw our previous exercise, of that option, whichever occurs first.

C. Confidential Information

Upon termination or expiration of this Agreement, you and your owners must immediately cease using any of our Confidential Information in any business or otherwise and return to us all copies of the Operations Manual and any other confidential materials to which we gave you access. You may not sell, trade, or otherwise profit in any way from any Consumer Data or other Confidential Information at any time after expiration or termination of this Agreement.

D. Notification to Customers

Upon termination or expiration of this Agreement, we have the right to contact (at our expense) previous, current, and prospective customers to inform them that a Ninja Nation Business no longer will operate at the Business' location or, if we intend to exercise the option under Section 19.F, that the Business will operate under new management. We also have the right to inform them of other nearby Ninja Nation Business. Exercising these rights will not constitute interference with your contractual or business relationship with those customers.

E. Covenant Not to Compete

Upon our termination of this Agreement in compliance with its terms, your termination of this Agreement without cause, or expiration of this Agreement (without the grant of a successor franchise), you and your owners agree that neither you, they, nor any member of your or their Immediate Families will:

i. have any direct or indirect, controlling or non-controlling interest as an owner—whether of record, beneficial, or otherwise—in any Competitive Business located or operating:

   a. at the Business' site; or

   b. within ten (10) miles of the Business' site; or

   c. within ten (10) miles of another Ninja Nation Business in operation or under construction on the later of the effective date of termination

or expiration or the date on which the restricted person begins to comply with this Section 19.E,

provided that this restriction does not prohibit ownership of shares of a class of securities publicly-traded on a United States stock exchange and representing less than three percent (3%) of the number of shares of that class of securities issued and outstanding; or

ii. perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business located or operating:

a. at the Business' site; or

b. within ten (10) miles of the Business' site; or

c. within ten (10) miles of another Ninja Nation Business in operation or under construction on the later of the effective date of termination or expiration or the date on which the restricted person begins to comply with this Section 19.E.

You, each owner, and your and their Immediate Families will each be bound by these competitive restrictions for two (2) years beginning on the effective date of this Agreement's termination or expiration. However, if a restricted person does not begin to comply with these competitive restrictions immediately, the two (2) year restrictive period for that non-compliant person will not start to run until the date on which that person begins to comply with the competitive restrictions (whether or not due to the entry of a court order enforcing this provision). The running of the two (2) year restrictive period for a restricted person will be suspended whenever that restricted person breaches this Section and will resume when that person resumes compliance. These restrictions also apply after transfers and other events, as provided in Section 16 above. You (and your owners) expressly acknowledge that you (and they) possess skills and abilities of a general nature and have other opportunities for exploiting those skills. Consequently, our enforcing the covenants made in this Section 19.E will not deprive you (and them) of personal goodwill or the ability to earn a living.

F. Option to Purchase Operating Assets

i. Exercise of Option

Upon our termination of this Agreement in compliance with its terms, your termination of this Agreement without cause, or expiration of this Agreement (without the grant of a successor franchise), we have the option, exercisable by giving you written notice before or within thirty (30) days after the effective date of termination or expiration, to purchase the Operating Assets and other assets associated with the Business' operation that we designate. We have the unrestricted right to assign this purchase option to a third party (including an affiliate), which then will have the rights and obligations described in this Section 19.F. (All references in this Section 19.F. to "we" or "us" include our assignee if we have exercised our right to assign this purchase option to a third party.) We are entitled to all customary representations, warranties, and

indemnities in our asset purchase, including representations and warranties regarding ownership and condition of, and title to, assets; liens and encumbrances on assets; validity of contracts and liabilities affecting the assets, contingent or otherwise; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Business before the closing of our purchase.

If you or one of your affiliates owns the site at which the Business is located, we (or our assignee) may elect to lease that site from you or the affiliate for an initial five (5) or ten (10) year term (at our option), with one (1) renewal term of five (5) or ten (10) years (again at our option), on commercially reasonable terms. If you lease the Business' site from an unaffiliated lessor, you agree (at our option) to assign the Lease to us or to enter into a sublease for the remainder of the Lease term on the same terms (including renewal options) as the Lease.

ii. Purchase Price

If we elect to purchase all or substantially all of the Operating Assets and other assets associated with the Business' operation, the purchase price for those assets will be their fair market value, although fair market value will not include any value for (a) the franchise or any rights granted by this Agreement, (b) goodwill attributable to our Marks, brand image, and other intellectual property, or (c) participation in the network of Ninja Nation Business. In all cases, we may exclude from the assets purchased any Operating Assets or other items not reasonably necessary (in function or quality) to the Business' operation or that we have not approved as meeting Brand Standards; the purchase price will reflect those exclusions. We and you must work together in good faith to agree upon the assets' fair market value within fifteen (15) days after we deliver our notice exercising our right to purchase. If we and you cannot agree on fair market value within this fifteen (15) day period, fair market value will be determined by the following appraisal process.

Fair market value will be determined by one (1) independent accredited appraiser upon whom we and you agree who, in conducting the appraisal, will be bound by the criteria specified above. We and you agree to select the appraiser within fifteen (15) days after we deliver our purchase notice (if we and you do not agree on fair market value before then). If we and you cannot agree on a mutually-acceptable appraiser within the fifteen (15) days, we will send you a list of three (3) independent appraisers, and you must within seven (7) days select one (1) of them to be the designated appraiser to determine the purchase price. Otherwise, we have the right to select the appraiser. We and you will share equally the appraiser's fees and expenses. Within thirty (30) days after delivery of notice invoking the appraisal mechanism, we and you each must send the appraiser our and your respective calculations of the purchase price, with such detail and supporting documents as the appraiser requests and according to the criteria specified above. Within fifteen (15) days after receiving both calculations, the appraiser must decide whether our proposed purchase price or your proposed purchase price most accurately reflects the assets' fair market value. The appraiser has no authority to compromise between the two (2) proposed purchase prices; it is authorized only to choose one or the other. The appraiser's choice will be the purchase price and is final.

iii. Closing

We will pay the purchase price at the closing, which will take place not later than thirty (30) days after the purchase price is determined. However, we may decide after the purchase price is determined not to complete the purchase and will have no liability to you for choosing not to do so. We may set off against the purchase price, and reduce the purchase price by, any and all amounts you owe us (or our affiliates). At the closing, you agree to deliver instruments transferring to us: (a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and transfer taxes paid by you; (b) all of the Business' licenses and permits that may be assigned; and (c) possessory rights to the Business' site.

If you cannot deliver clear title to all purchased assets, or if there are other unresolved issues, the sale will be closed through an escrow. You and your owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective owners, officers, directors, employees, agents, representatives, successors, and assigns. If we exercise our rights under this Section 19.F, then for two (2) years beginning on the closing date, you and your owners (and members of your and their Immediate Families) will be bound by the non-competition covenants contained in Section 19.E.

G. Continuing Obligations

All of our and your (and your owners') obligations expressly surviving expiration or termination of this Agreement will continue in full force and effect after and notwithstanding its expiration or termination and until they are satisfied in full.

20. Relationship of the Parties; Indemnification

A. Independent Contractors

This Agreement does not create a fiduciary relationship between you and us (or any affiliate of ours). You have no authority, express or implied, to act as an agent for us or our affiliates for any purpose. You are, and will remain, an independent contractor responsible for all obligations and liabilities of, and for all losses or damages to, the Business and its assets, including any personal property, equipment, fixtures, or real property, and for all claims or demands based on damage to or destruction of property or based on injury, illness, or death of any person, directly or indirectly, resulting from the Business' operation. Further, we and you are not and do not intend to be partners, joint venturers, associates, or employees of the other in any way, and we (and our affiliates) will not be construed to be jointly liable for any of your acts or omissions under any circumstances. We (and our affiliates) are not the employer or joint employer of the Business' employees. Your Managing Owner, arena managers, and head coaches are solely responsible for managing and operating the Business and supervising the Business' employees. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, Business personnel, and others as the Business' owner, operator, and manager under a franchise we have granted and to place notices of independent ownership at the Business and on the forms, business cards, stationery, advertising, e-mails, and other materials we require from time to time.

We (and our affiliates) will not exercise direct or indirect control over the working conditions of Business personnel, except to the extent such indirect control is related to our legitimate interest in protecting the quality of our services, products, or brand. We (and our affiliates) do not share or codetermine the employment terms and conditions of the Business' employees and do not affect matters relating to the employment relationship between you and the Business' employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. To that end, you must notify Business personnel that you are their employer and that we, as the franchisor of Ninja Nation Business, and our affiliates are not their employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. You also must obtain an acknowledgment (in the form we specify or approve) from all Business employees that you (and not we or our affiliates) are their employer.

B. No Liability for Acts of Other Party

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

C. Taxes

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

D. Insurance

During the Term, you must maintain in force at your sole expense insurance coverage for the Business in the amounts, and covering the risks, we periodically specify in the Operations Manual. We may require some or all of your insurance policies to provide for waiver of subrogation in favor of us and certain of our affiliates. Your insurance carriers must be licensed to do business in the state in which the Business is located and be rated A- or higher by A.M. Best and Company, Inc. (or such similar criteria we periodically specify). Insurance policies must be in effect before you begin constructing the Business. We may periodically increase the amounts of coverage required under those insurance policies and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in Law or standards of liability, higher damage awards, or relevant changes in circumstances. Insurance policies must name us and any affiliates we periodically designate as additional insureds and provide for thirty (30) days' prior written notice to us of any policy's material modification, cancellation, or non-renewal or any non-payment. You must periodically, including before the Business opens, send us a valid certificate of insurance or duplicate insurance policy evidencing the coverage specified above and

the payment of premiums. We may require you to use our designated insurance broker to facilitate your compliance with these insurance requirements. We have the right to obtain insurance coverage for the Business at your expense if you fail to do so, in which case you must reimburse our costs. We also have the right to defend claims in our sole discretion.

E. Indemnification

To the fullest extent permitted by Law, you must indemnify and hold harmless us, our affiliates, and our and their respective owners, directors, officers, employees, agents, successors, and assignees (the "**Indemnified Parties**") against, and reimburse any one or more of the Indemnified Parties for, all Losses (defined below) incurred as a result of:

(1) a claim threatened or asserted;

(2) an inquiry made formally or informally; or

(3) a legal action, investigation, or other proceeding brought

by a third party and directly or indirectly arising out of:

(i) the Business' construction, design, or operation;

(ii) the business you conduct under this Agreement;

(iii) your noncompliance or alleged noncompliance with any Law, including any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to the Business' employees;

(iv) a Data Security Incident; or

(v) your breach of this Agreement.

You also agree to defend the Indemnified Parties (unless an Indemnified Party chooses to defend at your expense as provided in the following paragraph) against any and all such claims, inquiries, actions, investigations, and proceedings, including those alleging the Indemnified Party's negligence, gross negligence, willful misconduct, and willful wrongful omissions. However, you have no obligation to indemnify or hold harmless an Indemnified Party for any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's negligence, willful misconduct, or willful wrongful omissions, so long as the claim to which those Losses relate is not asserted on the basis of theories of vicarious liability (including agency, apparent agency, or joint employment) or our failure to compel you to comply with this Agreement.

For purposes of this indemnification and hold harmless obligation, "**Losses**" include all obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that any Indemnified Party incurs. Defense costs include, without limitation, accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute

resolution, whether or not litigation, arbitration, or alternative dispute resolution actually is commenced. Each Indemnified Party, with its own counsel and at your expense, may defend and otherwise respond to and address any claim threatened or asserted or inquiry made, or action, investigation, or proceeding brought (instead of having you defend it with your counsel, as provided in the preceding paragraph), and, in cooperation with you, agree to settlements or take any other remedial, corrective, or other actions, for all of which defense and response costs and other Losses you are solely responsible (except as provided in the last sentence of the preceding paragraph).

Your obligations under this Section will continue in full force and effect after and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section. A failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section.

21. Enforcement

A. Severability

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable. If, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future Law in a final, unappealable ruling issued by any court, arbitrator, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant restricting competitive activity is deemed unenforceable due to its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be reformed to the extent necessary to be reasonable and enforceable, and then enforced to the fullest extent permissible, under the Laws and public policies applied in the jurisdiction whose Laws determine the covenant's validity. If any applicable and binding Law requires more notice than this Agreement requires of the termination of this Agreement or of our refusal to grant a successor franchise, or if under any applicable and binding Law any provision of this Agreement or any Brand Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the Law will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Brand Standard to the extent required to be valid and enforceable or delete the unlawful provision entirely. You agree to be bound by any promise or covenant imposing the maximum duty the Law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

B. Waiver of Obligations and Force Majeure

We and you may in writing unilaterally waive or reduce any contractual obligation or restriction upon the other, effective upon delivery of written notice to the other or another effective date stated in the waiver notice. However, no interpretation, change, termination, or waiver of any provision of this Agreement will bind us unless in writing, signed by one of our officers, and specifically identified as an amendment to this Agreement. No modification, waiver, termination, discharge,

or cancellation of this Agreement affects the right of any party to this Agreement to enforce any claim or right under this Agreement, whether or not liquidated, which occurred before the date of such modification, waiver, termination, discharge, or cancellation. Any waiver granted is without prejudice to any other rights we or you have, is subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days' prior written notice.

We and you will not waive or impair any right, power, or option this Agreement reserves (including our right to demand your strict compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before the Term expires) because of any custom or practice varying from this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including your compliance with any Brand Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Ninja Nation Business; the existence of franchise agreements for other Ninja Nation Business containing provisions differing from those contained in this Agreement; or our acceptance of any payments from you after any breach of this Agreement. No special or restrictive legend or endorsement on any payment or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We may remove any legend or endorsement, which will have no effect.

Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform obligations results from: (i) acts of God; (ii) fires, strikes, embargoes, war, terrorist acts or similar events, or riot; (iii) compliance with the orders, requests, or regulations of any federal, state, or municipal government; or (iv) any other similar event or cause. Any delay resulting from these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. However, these causes will not excuse payment of amounts owed at the time of the occurrence or payment of Royalties, Technology Fees, Brand Fund contributions, and other amounts due afterward. Under no circumstances do any financing delays, difficulties, or shortages excuse your failure to perform or delay in performing your obligations under this Agreement.

C. Costs and Attorneys' Fees

If we incur costs and expenses (internal or external) to enforce our rights or your obligations under this Agreement because you have failed to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree to reimburse all costs and expenses we incur, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Your obligation to reimburse us arises whether or not we begin a formal legal proceeding against you to enforce this Agreement. If we do begin a formal legal proceeding against you, the reimbursement obligation applies to all costs and expenses we incur preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has completely ended (including appeals and settlements).

D. You May not Withhold Payments

You may not withhold payment of any amounts owed to us or our affiliates due to our alleged nonperformance of our obligations under this Agreement or for any other reason. You specifically

waive any right you have at Law or in equity to offset any monies you owe us or our affiliates or to fail or refuse to perform any of your obligations under this Agreement.

E. Rights of Parties Are Cumulative

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

F. Arbitration

All controversies, disputes, or claims between us (and our affiliates and our and their respective owners, officers, directors, agents, and employees, as applicable) and you (and your affiliates and your and their respective owners, officers, and directors, as applicable) arising out of or related to:

i. this Agreement or any other agreement between you (or your owner) and us (or our affiliate) relating to the Business or any provision of any such agreements;

ii. our relationship with you;

iii. the validity of this Agreement or any other agreement between you (or your owner) and us (or our affiliate) relating to the Business, or any provision of any such agreements, and the validity and scope of the arbitration obligation under this Section; or

iv. any Brand Standard,

must be submitted for arbitration to the American Arbitration Association. Except as otherwise provided in this Agreement, such arbitration proceedings will be heard by one (1) arbitrator in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. All proceedings, including the hearing, will be conducted at a suitable location that is within ten (10) miles of where we have our principal business address when the arbitration demand is filed. The arbitrator will have no authority to select a different hearing locale other than as described in the prior sentence. All matters within the scope of the Federal Arbitration Act (9 U.S.C. Sections 1 *et seq.*) will be governed by it and not by any state arbitration law.

The arbitrator has the right to award any relief he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs (in accordance with 21.C above), provided that: (i) the arbitrator has no authority to declare any Mark generic or otherwise invalid; and (ii) subject to the exceptions in Section 21.I, we and you waive to the fullest extent the Law permits any right to or claim for any punitive, exemplary, travel-related expenses and other forms of multiple damages against the other. The arbitrator's award and decision will be conclusive and bind all parties covered by this Section, and judgment upon the award may be entered in a court specified or permitted in Section 21.H below.

We and you will be bound by any limitation under this Agreement or applicable Law, whichever expires first, on the timeframe in which claims must be brought. We and you further agree that, in connection with any arbitration proceeding, each must submit or file any claim constituting a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim not submitted or filed in the proceeding will be barred. The arbitrator may not consider any settlement discussions or offers either you or we made. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for the arbitration proceeding to take place and by doing so do not waive or relinquish our right to seek recovery of those costs in accordance with Section 21.C above.

We and you agree that arbitration will be conducted on an individual basis and not in a class, consolidated, or representative action, that only we (and our affiliates and our and their respective owners, officers, directors, agents, and employees, as applicable) and you (and your affiliates and your and their respective owners, officers, and directors, as applicable) may be the parties to any arbitration proceeding described in this Section, and that no such arbitration proceeding may be consolidated or joined with another arbitration proceeding involving us and/or any other person. Despite the foregoing or anything to the contrary in this Section or Section 21.A, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 21.F, then we and you agree that this arbitration clause will not apply to that dispute, and such dispute will be resolved in a judicial proceeding in accordance with this Section 21 (excluding this Section 21.F).

This Section's provisions are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect after and notwithstanding expiration or termination of this Agreement.

Despite your and our agreement to arbitrate, each has the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, provided, however, each must contemporaneously submit its dispute for arbitration on the merits as provided in this Section.

G. Governing Law

Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq.*), or other federal Law, all controversies, disputes, or claims arising from or relating to:

i. this Agreement or any other agreement between you (or your owners) and us (or our affiliates);

ii. our relationship with you;

iii. the validity of this Agreement or any other agreement between you (or your owners) and us (or our affiliate); or

iv. any Brand Standard,

will be governed by the Laws of the State of Colorado, without regard to its conflict of Laws rules.

H. Consent to Jurisdiction

Subject to the arbitration obligations in Section 21.F, you and your owners agree that all judicial actions brought by us against you or your owners, or by you or your owners against us, our affiliates, or our or their respective owners, officers, directors, agents, or employees, relating to this Agreement or the Business must be brought exclusively in the state or federal court of general jurisdiction located closest to where we, as franchisor, have our principal business address when the action is commenced. You and each of your owners irrevocably submit to the jurisdiction of such courts and waive any objection you or they might have to either jurisdiction or venue. Despite the foregoing, we may bring an action seeking a temporary restraining order or temporary or preliminary injunctive relief, or to enforce an arbitration award, in any federal or state court in the state in which you reside or the Business is located.

I. Waiver of Punitive and Exemplary Damages

EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 20.E AND CLAIMS BASED ON YOUR UNAUTHORIZED USE OF THE MARKS OR UNAUTHORIZED USE OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT THE LAW PERMITS ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TRAVEL-RELATED EXPENSES, AND OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IF THERE IS A DISPUTE BETWEEN US AND YOU (AND/OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES HE, SHE, OR IT SUSTAINS.

J. Waiver of Jury Trial

SUBJECT TO THE ARBITRATION OBLIGATIONS IN SECTION 21.F, WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS). WE AND YOU (AND YOUR OWNERS) ACKNOWLEDGE THAT WE AND YOU (AND THEY) MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERING THIS WAIVER'S RAMIFICATIONS.

K. Binding Effect

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors-in-interest. Subject to our right to modify the Operations Manual and Brand Standards, this Agreement may not be modified except by a written agreement signed by both you and us that is specifically identified as an amendment to this Agreement.

L. Limitations of Claims

EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US AND EXCEPT FOR OUR (AND CERTAIN OF OUR RELATED PARTIES') RIGHT TO SEEK INDEMNIFICATION FROM YOU FOR THIRD-PARTY CLAIMS AS PROVIDED IN THIS AGREEMENT, ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN US AND YOU WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING, AS PERMITTED, IS COMMENCED IN THE APPROPRIATE FORUM WITHIN TWO (2) YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.

M. Construction

The preambles and exhibits are part of this Agreement, which, together with any riders or addenda signed at the same time as this Agreement and together with the Operations Manual and Brand Standards, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between us and you relating to this Agreement's subject matter. There are no other oral or written representations, warranties, understandings, or agreements between us and you relating to this Agreement's subject matter. Notwithstanding the foregoing, nothing in this Agreement disclaims or requires you to waive reliance on any representation we made in the most recent franchise disclosure document (including its exhibits and amendments) we delivered to you or your representative. Any policies we adopt and implement from time to time to guide our decision-making are subject to change, are not a part of this Agreement, and do not bind us. Except as provided in Sections 20.E and 21.F, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Headings of sections and paragraphs in this Agreement are for convenience only and do not define, limit, or construe the contents of those sections or paragraphs.

References in this Agreement to "we," "us," and "our," with respect to all of our rights and all your obligations to us under this Agreement, include any of our affiliates with whom you deal. "**Affiliate**" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. "**Control**" means the power to direct or cause the direction of management and policies. If two or more persons are at any time the owners of your rights under this Agreement and/or the Business, whether as partners or joint venturers, their representations, warranties, obligations, and liabilities to us will be joint and several. "**Owner**" means any person holding a direct or indirect ownership interest (whether of record, beneficial, or otherwise) or voting rights in you (or your owner or a transferee of this Agreement and the Business or any interest in you), including any person who has a direct or indirect interest in you (or your owner or a transferee), this Agreement, or the Business or any other direct or indirect legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets. References to a "**controlling ownership interest**" in you or one of your owners (if an Entity) mean the percent of voting shares or other voting rights resulting from dividing one hundred percent (100%) of the ownership interests by

the number of owners. In the case of a proposed transfer of an ownership interest in you or one of your owners, whether a "controlling ownership interest" is involved must be determined both immediately before and immediately after the proposed transfer to see if a "controlling ownership interest" will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer). "**Person**" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity. Unless otherwise specified, all references to a number of days mean calendar days and not business days.

The term "**Business**" includes all assets of the Ninja Nation Business you operate under this Agreement, including its revenue and income. "**Include**," "**including**," and words of similar import will be interpreted to mean "including, but not limited to," and the terms following such words will be interpreted as examples, and not an exhaustive list, of the appropriate subject matter.

This Agreement will become valid and enforceable only upon its full execution by you and us, although we and you need not be signatories to the same original, facsimile, or electronically-transmitted counterpart of this Agreement. A faxed copy of an originally-signed signature page, a scanned copy of an originally-signed signature page that is sent as a .pdf by email, or a signature page bearing an electronically/digitally captured signature and transmitted electronically will be deemed an original.

N. The Exercise of Our Business Judgment

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we deem best according to our business judgment, to vary Brand Standards or other aspects of the Franchise System for any franchisee. You have no right to require us to grant you a similar variation or accommodation.

We have the right to develop, operate, and change the Franchise System in any manner this Agreement does not specifically prohibit. Whenever this Agreement reserves our right to take or withhold an action, or to grant or decline to grant you the right to take or omit an action, we may, except as this Agreement specifically provides, make our decision or exercise our rights based on information then available to us and our judgment of what is best for us, Ninja Nation Business franchisees generally, or the Franchise System when we make our decision, whether or not we could have made other reasonable or even arguably preferable alternative decisions and whether or not our decision promotes our financial or other individual interest.

22. Compliance with Anti-Terrorism Laws

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any Anti-Terrorism Law. "**Anti-Terrorism Laws**" mean Executive Order 13224 issued by the President of the United States and all other present and future Laws, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any

violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, constitutes good cause for immediate termination of this Agreement, as provided in Section 18 above.

23. Notices and Payments

All acceptances, approvals, requests, notices, and reports required or permitted under this Agreement will not be effective unless in writing and delivered to the party entitled to receive them in accordance with this Section 23. All such acceptances, approvals, requests, notices, and reports will be deemed delivered at the time delivered by hand; or one (1) business day after deposit with a nationally-recognized commercial courier service for next business day delivery; or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid; and must be addressed to the party to be notified at its most current principal business address of which the notifying party has been notified and/or, with respect to any approvals and notices we send you or your owners, at the Business' address. Payments and certain information and reports you must send us under this Agreement will be deemed delivered on any of the applicable dates described above or, if earlier, when we actually receive them electronically (all payments, information, and reports must be received on or before their due dates in the form and manner specified in this Agreement). As of the Effective Date of this Agreement, notices should be addressed to the following addresses unless and until a different address has been designated by written notice to the other party:

To us: NINJA NATION FITNESS GROUP, LLC
558 Castle Pines Pkwy., Suite B4-109
Castle Pines, Colorado 80108
Attn: Chief Executive Officer

Notices to you and your owners: _____
_____
_____

24. Electronic Mail

You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize e-mail transmission to you during the Term by us and our employees, vendors, and affiliates ("**Official Senders**"). You further agree that: (i) Official Senders are authorized to send e-mails to your Managing Owner and other supervisory employees whom you occasionally authorize to communicate with us; (ii) you will cause your Managing Owner, officers, directors, and supervisory employees to consent to Official Senders' transmission of e-mails to them; (iii) you will require such persons not to opt out of or otherwise ask to no longer receive e-mails from Official Senders while such persons work for or are associated with you; and (iv) you will not opt out of or otherwise ask to no longer receive e-mails from Official Senders during the Term. The consent given in this Section 24 will not apply to the provision of formal notices by either party under this Agreement under Section 23 using e-mail unless the parties otherwise agree in a written document manually signed by both parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, to be effective as of the date set forth next to our signature below.

NINJA NATION FITNESS GROUP, LLC, a Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

EXHIBIT A
TO THE NINJA NATION FITNESS GROUP, LLC
FRANCHISE AGREEMENT

SITE SELECTION AREA

The exclusive Site Selection Area is described as follows: _____
_____
_____ (see attached map, if applicable). The Site Selection Area is simply the geographical area within which you have the right to look for the Business' site. It will not determine the size or description of the Area of Protection.

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

NINJA NATION FITNESS GROUP, LLC, a Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

EXHIBIT A-1
TO THE NINJA NATION FITNESS GROUP, LLC
FRANCHISE AGREEMENT

AREA OF PROTECTION

1. The Business' physical address is _____.

If you have not found and secured the Business' site as of the Effective Date, we and you will identify the Business' physical address in the blank above after you find and secure the site.

2. The Business' Area of Protection is described as follows:

_____

_____

_____

(see attached map, if applicable). If you have not found and secured the Business' site as of the Effective Date, we and you will define the Area of Protection in the blank above (and, if applicable, on the attached map) after you find and secure the site. (We may modify the Area of Protection during the Franchise Agreement term if, with our prior written permission, which we have no obligation to grant, the Business relocates.)

NINJA NATION FITNESS GROUP, LLC, a Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

EXHIBIT B
TO THE NINJA NATION FITNESS GROUP, LLC
FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ _____, by _____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "**Agreement**") on this date by **NINJA NATION FITNESS GROUP, LLC**, a Delaware limited liability company ("**Franchisor**"), each of the undersigned personally and unconditionally (a) guarantees to Franchisor and its successors and assigns, for the term of the Agreement (including, without limitation, any extensions of its term) and afterward as provided in the Agreement, that _____ ("**Franchisee**") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including, without limitation, any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including, without limitation, any amendments or modifications of the Agreement), including (i) monetary obligations, (ii) obligations to take or refrain from taking specific actions and to engage or refrain from engaging in specific activities, including, but not limited to, the non-competition, confidentiality, and transfer requirements, and (iii) the enforcement and other provisions in Sections 21, 22, and 23 of the Agreement, including the arbitration provision.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Franchisee or another person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence Franchisor may from time to time grant to Franchisee or to another person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, any release of other guarantors), none of which will in any way modify or amend this Guaranty, which will continue and be irrevocable during the term of the Agreement (including, without limitation, any extensions of its term) and afterward for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners and for so long as Franchisor has any cause of action against Franchisee or any of its owners; (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers; and (6) any Franchisee indebtedness to the undersigned, for whatever reason, whether currently existing or hereafter arising, will at all times be inferior and subordinate to any indebtedness owed by Franchisee to Franchisor or its affiliates.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned will be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Franchisor; (ii) acceptance and notice of acceptance by Franchisor of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he or she may be entitled; and (iii) all rights to assert or plead any statute of limitations or other limitations period as to or relating to this Guaranty. The undersigned expressly acknowledges that the obligations under this Guaranty survive expiration or termination of the Agreement.

If Franchisor seeks to enforce this Guaranty in an arbitration, judicial, or other proceeding and prevails in that proceeding, Franchisor is entitled to recover its reasonable costs and expenses (including, but not limited to, attorneys' fees, arbitrators' fees, expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses, and travel and living expenses) incurred in connection with the proceeding. If Franchisor is required to engage legal counsel in connection with the undersigned's failure to comply with this Guaranty, the undersigned must reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs, even if Franchisor does not commence a judicial or arbitration proceeding.

Subject to the arbitration obligations set forth in the Agreement and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be brought exclusively in the state or federal court of general jurisdiction in the state, and in (or closest to) the city, where Franchisor has its principal business address when the action is commenced, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that Franchisor may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled. FRANCHISOR AND THE UNDERSIGNED IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY OF THEM. EACH ACKNOWLEDGES THAT THEY MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERATION OF THIS WAIVER'S RAMIFICATIONS.

[*Signature page follows*]

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

GUARANTOR(S)	**PERCENTAGE OF OWNERSHIP IN FRANCHISEE**
_____	_____%
Signature	
_____	
Printed Name	
_____	_____%
Signature	
_____	
Printed Name	
_____	_____%
Signature	
_____	
Printed Name	
_____	_____%
Signature	
_____	
Printed Name	

EXHIBIT C
TO THE NINJA NATION FITNESS GROUP, LLC
FRANCHISE AGREEMENT

FRANCHISEE AND ITS OWNERS

Effective Date: This Exhibit C is current and complete as of _____

Franchisee was incorporated or formed on _____, under the laws of the State of _____. Franchisee has not conducted business under any name other than Franchisee's corporate, limited liability company, or partnership name and (if applicable) _____. The following is a list of Franchisee's directors or managers (if applicable) and officers as of the effective date shown above:

Name	**Position(s) Held**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Owners. The following list includes the full name of each person who is one of Franchisee's direct or indirect owners and fully describes the nature of each owner's interest (attach additional pages if necessary).

Owner's Name	**Description of Interest**
_____	_____
_____	_____
_____	_____
_____	_____

Managing Owner. Franchisee's Managing Owner is _____. His or her contact information for notice is _____.

[*Signature page follows*]

NINJA NATION FITNESS GROUP, LLC, a Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

EXHIBIT D
TO THE NINJA NATION FITNESS GROUP, LLC
FRANCHISE AGREEMENT

LEASE RIDER

LEASE PROVISIONS FOR NINJA NATION FRANCHISES

The following provisions must be inserted into the lease for the Business you will operate under the "Ninja Nation®" brand (the "**Lease**"). You may add this language via a rider or addendum to your Lease as long as the rider or addendum is signed by both the tenant and the landlord. Please send us a copy of the signed Lease and any riders or addenda.

REQUIRED LANGUAGE:

A. During the Term of the franchise agreement (the "**Franchise Agreement**") between Tenant and **NINJA NATION FITNESS GROUP, LLC** ("Ninja Nation"), Tenant will use the premises only to operate a Ninja Nation Business.

B. Landlord agrees that Ninja Nation, or a Franchisee of the Ninja Nation Franchise System selected by Ninja Nation, shall have the right to receive an assignment of this Lease upon transfer, termination or expiration of the Franchise Agreement between Ninja Nation and Tenant, d/b/a Ninja Nation Business. Upon such transfer, termination or expiration of said Franchise Agreement, Landlord shall promptly execute an acknowledgement of and consent to the assignment of the Lease.

C. Landlord will send to Ninja Nation copies of all default notices, and all notices of Landlord's intent to terminate the Lease (or any rights of Tenant under the Lease) or evict Tenant from the leased premises, simultaneously with sending such notices to Tenant. Such notice shall be delivered to Ninja Nation in writing by overnight delivery by FedEx or other nationally-recognized overnight courier. Landlord and Tenant hereby acknowledge and agree that Ninja Nation has the right, but is under no obligation, to cure any deficiency under the Lease, if Tenant should fail to do so, within (i) fifteen (15) days after Franchisor's receipt of such notice as to monetary defaults or (ii) thirty (30) days after Franchisor's receipt of such notice as to non-monetary defaults. Such copies must be sent to:

NINJA NATION FITNESS GROUP, LLC
_____
_____
Attn: President

D. **Consent to Collateral Assignment to Franchisor; Disclaimer**. Landlord acknowledges that Tenant intends to operate a Ninja Nation Business in the Premises, and that Tenant's rights to operate a Ninja Nation Business and to use the trade and service marks set forth on Exhibit "A" to this Rider are solely pursuant to a franchise agreement dated _____, 20__ (the "Franchise Agreement") between Tenant and NINJA

NATION FITNESS GROUP, LLC (the "Franchisor"). Tenant's operations at the Premises are independently owned and operated. Landlord acknowledges that Tenant alone is responsible for all obligations under the Lease unless and until Franchisor or another franchisee expressly, and in writing, assumes such obligations and takes actual possession of the Premises. Notwithstanding any provisions of this Lease to the contrary, Landlord hereby consents, without payment of a fee and without the need for further Landlord consent, to (i) the collateral assignment of Tenant's interest in this Lease to Franchisor to secure Tenant's obligations to Franchisor under the Franchise Agreement, and/or (ii) Franchisor's (or any entity owned or controlled by, or under common control or ownership with, Franchisor) succeeding to Tenant's interest in the Lease by mutual agreement of Franchisor and Tenant, or as a result of Franchisor's exercise of rights or remedies under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant, and/or (iii) Tenant's, Franchisor's and/or any other franchisee of Franchisor's assignment of the Lease to another franchisee of Franchisor with whom Franchisor has executed its then-standard franchise agreement. Landlord, Tenant and Franchisor agree and acknowledge that simultaneously with such assignment pursuant to the immediately preceding sentence, Franchisor shall be released from all liability under the Lease or otherwise accruing after the date of such assignment (in the event Franchisor is acting as the assignor under such assignment), but neither Tenant nor any other franchisee shall be afforded such release in the event Tenant/such franchisee is the assignor unless otherwise agreed by Landlord. Landlord further agrees that all unexercised renewal or extension rights and other rights stated to be personal to Tenant shall not be terminated in the event of any assignment referenced herein, but shall inure to the benefit of the applicable assignee.

E. Ninja Nation or its affiliates may enter the premises to make any modifications or alterations necessary to protect the Franchise System and the Marks or to cure any default under the Franchise Agreement or Lease at any time and without prior notice to Landlord.

F. Notwithstanding anything contained in the Lease to the contrary or in conflict, it will be a condition of the Lease being subordinated to any mortgage, deed of trust, deed to secure debt, or similar encumbrance on the Premises that the holder of such encumbrance agree not to disturb Tenant's rights under this Lease or Tenant's possession of the Premises, so long as Tenant is not in default of its obligations hereunder beyond an applicable grace or cure period provided herein (as may be extended from time to time pursuant to Section C above).

G. Landlord acknowledges that the value of the Ninja Nation® brand is derived from the ability to provide uniform products and services and the uniform appearance of its brand, signs, store concept and leasehold improvements. As a result, Landlord shall, without charge, permit Tenant to comply with standard changes and updates by Ninja Nation to its brand, signs, store concept and leasehold improvements; provided that such changes and updates are not in violation of the terms of the Lease. In the event that Landlord approval for such changes and updates is required under the Lease, such approval shall not be unreasonably withheld.

H. Ninja Nation shall have the right, but not the obligation, to enter the Premises to take any action necessary, without damage to the Premises, to protect the Ninja Nation brand and its trademarks within thirty (30) days after Ninja Nation receives a notice of termination or expiration of the Lease from Landlord, including, but not limited to, the right to remove, alter or repaint any signage or proprietary items identifying Ninja Nation. Any material alterations, design or color changes shall require prior Landlord approval, which approval shall not be unreasonably withheld.

I. Ninja Nation is an intended third-party beneficiary under the provisions set forth above with independent rights to enforce them, and neither Landlord nor Tenant may alter or limit any of those provisions without Ninja Nation's prior written approval.

J. Landlord agrees to provide Franchisor with a copy of the fully-executed Lease within ten (10) days of its full execution by Landlord and Tenant to the address shown in paragraph C above.

This Addendum amends the Lease between the parties described hereinabove; and except as provided herein, all other terms of said Lease shall remain unchanged.

DATED this _____.

LANDLORD:	TENANT:
_____	_____
Signature	Signature
_____	_____
Title	Title

EXHIBIT E
TO THE NINJA NATION FITNESS GROUP, LLC
FRANCHISE AGREEMENT

SAMPLE FORM OF CONFIDENTIALITY AGREEMENT

In consideration of my employment or contract with and/or interest in _____ (the "**Franchisee**") and the salary, honorariums, wages, and/or fees paid to me, I acknowledge that **NINJA NATION FITNESS GROUP, LLC**, a Delaware limited liability company, having its principal place of business at 8644 S. Peoria Street, Suite 800, Englewood, Colorado 80112 ("Ninja Nation"), has imposed the following conditions on the Franchisee, any owner of the Franchisee, and the Franchisee's officers, directors, and senior personnel. As a condition of performing services for or having an interest in Franchisee, I agree to accept the following conditions without limitation:

1. Without obtaining Ninja Nation's prior written consent (which consent Ninja Nation may withhold in its sole discretion), I will (i) not disclose, publish, or divulge to any other person, firm, or corporation, through any means, any of Ninja Nation's Confidential Information either during or after my employment by or association with Franchisee, (ii) not use the Confidential Information for any purposes other than as related to my employment or association with Franchisee, and (iii) not make copies or translations of any documents, data, or compilations containing any or all of the Confidential Information, commingle any portion of the documents, data, or compilations, or otherwise use the documents, data, or compilations containing Confidential Information for my own purpose or benefit. I also agree to surrender any material containing any of Ninja Nation's Confidential Information upon request or upon termination of my employment or association with Franchisee. I understand that the Operations Manual is provided by Ninja Nation to Franchisee for a limited purpose, remains Ninja Nation's property, and may not be reproduced, in whole or in part, without Ninja Nation's prior written consent.

For purposes of this Agreement, "**Confidential Information**" means certain information, processes, methods, techniques, procedures, and knowledge, including know-how (which includes information that is secret and substantial), manuals, and trade secrets (whether or not judicially recognized as a trade secret), developed or to be developed by Ninja Nation relating directly or indirectly to the development or operation of a Ninja Nation Business. With respect to the definition of know-how, "**secret**" means that the know-how as a body or in its precise configuration is not generally known or easily accessible, and "**substantial**" means information that is important and useful to Franchisee in developing and operating Franchisee's Business. Without limiting the foregoing, Confidential Information includes, but is not limited to:

i. **information in the Operations Manual and Brand Standards;**

ii. **layouts, designs, and other plans and specifications for Ninja Nation Business;**

iii. **methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, and knowledge and experience used in developing and operating Ninja Nation Business;**

iv. **marketing research and promotional, marketing, and advertising programs for Ninja Nation Business;**

v. **knowledge of specifications for and suppliers of, and methods of ordering, certain Operating Assets, services, products, materials, and supplies that Ninja Nation Business use and sell;**

vi. **knowledge of the operating results and financial performance of Ninja Nation Business other than Franchisee's Business;**

vii. **customer solicitation, communication, and retention programs, along with Data used or generated in connection with those programs;**

viii. **all Data and all other information generated by, or used or developed in, the Business' operation, including Consumer Data, and any other information contained from time to time in the Computer System or that visitors (including you) provide to the System Website; and**

ix. **any other information Ninja Nation reasonably designates as confidential or proprietary.**

2. If there is a dispute or question arising out of the interpretation of this Agreement or any of its terms, the laws of the State of [_____] will govern. *[Insert franchisee's home state.]*

[*Signature page follows*]

3. I acknowledge receipt of a copy of this Agreement and that I have read and understand this Agreement. This Agreement may not be modified except in writing with the prior approval of an officer of Franchisee.

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

Address:_____
_____
_____
Phone:_____
Email:_____

Check the following that apply:

___ Owner
___ Officer
___ Director
___ Senior Personnel
___ Other (please specify)

EXHIBIT F

NINJA NATION MOBILE UNIT ADDENDUM
TO
FRANCHISE AGREEMENT

This Mobile Unit Addendum to Franchise Agreement (the "**Addendum**") is made and entered into on _____, between Ninja Nation Fitness Group, LLC, a Delaware limited liability company ("**Franchisor**") with its principal offices at 558 Castle Pines Pkwy, Unit B4-109, Castle Pines, Colorado 80108, and _____, a _____, with its principal offices at _____ ("**Franchisee**").

BACKGROUND

A. Franchisor and Franchisee are parties to a Ninja Nation Franchise Agreement ("**Franchise Agreement**") pursuant to which Franchisee operates a Ninja Nation Business at _____ (the "**Business**"). The Business is operated at the Approved Location within the geographic area defined in Exhibit A-1 of the Franchise Agreement (the "**Area of Protection**"). All capitalized terms not otherwise defined in this Addendum shall have the same meaning as in the Franchise Agreement.

B. As part of the Business, Franchisee must acquire and operate, a Ninja Nation mobile unit, which Franchisee will acquire from Franchisor and operate in accordance with Franchisor's specifications (including the Marks, other trade dress and designs) from which customers can participate in a mobile obstacle course (a "**Mobile Unit**").

C. In connection with its rights and obligations to operate the Business, Franchisee desires to obtain from Franchisor the right to establish and operate a Mobile Unit, and Franchisor is willing to grant Franchisee the right to do so under the terms of this Addendum.

NOW, THEREFORE, Franchisor and Franchisee, in consideration of the undertakings and commitments of each party to the other party set forth herein, agree as follows:

1. Grant. In addition to the rights granted and obligations imposed under the Franchise Agreement, Franchisor and Franchisee agree as follows:

1.1 Franchisor hereby grants to Franchisee the right, and Franchisee hereby undertakes the obligation, to operate a Mobile Unit using the System and the Marks. The operation of the Mobile Unit shall be governed by the terms of the Franchise Agreement, except as modified hereby, and Franchisee's right to operate the Mobile Unit shall, as further described herein, be limited to such time that Franchisee is operating the Business in compliance with the Franchise Agreement.

1.2 Franchisee acknowledges that this Addendum does not grant or imply any protected area for the Mobile Unit outside of the Area of Protection. Nothing in this Addendum shall modify the Area of Protection (or the terms relating thereto) of the Business as set forth in the Franchise Agreement.

1.3 Wherever this Addendum provides that the terms of the Franchise Agreement shall apply to the Mobile Unit and the Franchisee's operations of the Mobile Unit, the term "Business" as used in the Franchise Agreement shall be deemed to also refer to the Mobile Unit operated by Franchisee hereunder.

2. Term and Renewal. The term of this Addendum shall commence on the date of this Addendum and, unless sooner terminated in accordance with the provisions hereof, shall expire or terminate upon the expiration or termination of the Franchise Agreement, including any renewal(s) of the Franchise Agreement.

3. Fees.

3.1 Franchisee shall pay our affiliate, Ninja Nation Equipment Group, LLC, within seven (7) days after execution of the Franchise Agreement and this Addendum, the amount of Eighty Thousand Dollars ($80,000) to purchase the Mobile Unit. If Franchisee is unable to open the Ninja Nation Business in accordance with the terms of the Franchise Agreement, we will return fifty percent (50%) of the Mobile Unit payment to you.

3.2 For each Accounting Period during the term of this Addendum, Franchisee shall pay to Franchisor Royalty Fees in the amount of seven percent (7%) of the Mobile Unit Gross Revenues of the Mobile Unit during the Accounting Period. In addition, Franchisee shall provide to Franchisor each Accounting Period in writing (or electronically via the Computer System) a Sales Report of its Mobile Unit Revenues for the immediately preceding Accounting Period. Royalty Fee payments and Sales Reports for the Mobile Unit shall be due to Franchisor at the same time and day, and in the same manner, as set forth in Section 4.2 of the Franchise Agreement.

3.3 For the purposes of this Addendum, the term "Mobile Unit Gross Revenues" shall mean the aggregate amount of all revenue and other consideration generated from the Mobile Unit, including revenue and other consideration generated from selling services, products, and merchandise; other types of revenue you receive, including the proceeds of business interruption insurance; and (if we allow barter) the value of services, products, and merchandise bartered in exchange for the Mobile Unit's services, products, or merchandise. Mobile Unit Gross Revenues excludes: (i) federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority; (ii) proceeds from insurance, excluding business interruption insurance; and (iii) proceeds from any civil forfeiture, condemnation, or seizure by government entities. In addition, Mobile Unit Gross Revenue is reduced by the value of promotional or marketing discounts offered to the public (with our prior approval) and the amount of any credits provided in compliance with our policies. Each charge or credit sale will be treated as a sale for the full price on the day the charge or sale is made, regardless of when you receive payment (whether full or partial, or at all) on that sale. Revenue from gift cards we approve for sale at the mobile Unit is included in Gross Revenue when the gift card is purchased.

4. **Operations Manual and Materials for Mobile Unit Operations; Training**. Franchisee acknowledges having received the Operations Manual pursuant to the Franchise Agreement. Franchisor may, in its discretion (in the Operations Manual or otherwise in writing), establish special procedures, specifications and standards, operations and reporting requirements for the operation of the Mobile Unit, which may differ from those applicable to the Business, and Franchisor will provide Franchisee with any such materials relating to the Mobile Unit operations following the development of same. All materials related to the Mobile Unit shall be considered as part of the Operations Manual. All other terms of the Franchise Agreement regarding the Operations Manual shall apply with respect to Franchisee's operations of the Mobile Unit pursuant to this Addendum.

5. **Establishment and Operations of the Mobile Unit.** Franchisee agrees to maintain and operate the Mobile Unit in strict conformity with the terms and conditions set forth in the Franchise Agreement, and those requirements that Franchisor may prescribe from time to time in the Operations Manual or otherwise in writing. In addition:

5.1 The Mobile Unit shall be purchased from Franchisor or Franchisor's approved affiliate.

5.2 Franchisee shall be solely responsible for leasing or purchasing a truck approved by Franchisor to carry and transport the Mobile Unit and must have the truck wrapped with the signage approved by Franchisor prior to use of the Mobile Unit.

5.3 Franchisee shall ensure that the Mobile Unit is driven, moved, or otherwise transported with the highest degree of care and safety; and in connection therewith, Franchisee shall comply with such requirements that Franchisor may from time to time prescribe in the Operations Manual or otherwise in writing, including, but not limited to:

(a) Obtaining and keeping current, and/or requiring that employees who are authorized to drive or move the motor vehicle containing the Mobile Unit obtain and keep current, a valid driver's permit or license which at all times meets all requirements pertaining to the operation of the Mobile Unit on public roads within the Mobile Unit territory (as defined below);

(b) Requiring that at least one (l) person having a driver's license or permit, as described in this Section, be present in the Mobile Unit at all times; and

(c) Ensuring that the Mobile Unit not be moved or transported in any manner, except by persons having a valid driver's license or permit, as described in this Section 5.3, and operating such motor vehicle in a safe and prudent manner which is in full compliance with the regulations applicable to driving and operating such motor vehicle within the Mobile Unit territory.

5.4 Franchisee shall ensure that the Mobile Unit is maintained in the highest degree of safety, repair, cleanliness, and appearance; and in connection therewith, Franchisee shall comply

with such requirements that Franchisor may from time to time prescribe in the Operations Manual or otherwise in writing, including, but not limited to, the following:

(a) Franchisee shall maintain the Mobile Unit in excellent working condition and as Franchisor reasonably requires. Franchisee accordingly agrees, without limiting the foregoing, to promptly effect repairs to the Mobile Unit to remedy or remove any graffiti, bumper stickers (except required permits or parking stickers), collision damage, surface scratches, dents, or similar damage. If such damage occurs, the Mobile Unit shall not be operated until repairs are made, except to transport the Mobile Unit to a repair facility. Franchisor shall have the right to inspect the Mobile Unit from time to time and without prior notice to ensure that the vehicle is maintained in accordance with the terms of the Franchise Agreement.

(b) Franchisee shall keep the Mobile Unit clean, and shall wash the exterior surfaces of the Mobile Unit and any interior surfaces that can be seen by the public at the start of every day that the Mobile Unit is in use.

(c) Franchisee shall not make, or allow any other person or entity to make, modifications to the Mobile Unit without the prior written consent of Franchisor.

(d) In connection with any proposed modification of the Mobile Unit, Franchisee shall submit to Franchisor, for its review and written approval, plans and specifications at least thirty (30) days prior to such modification. Franchisee shall also submit to Franchisor a statement identifying the person or entity that Franchisee proposes to perform such modification and describing such person's or entity's qualifications and financial responsibility. As a condition of approval, Franchisor may require, and Franchisee agrees to provide, such additional information as Franchisor deems appropriate. Franchisee agrees that Franchisor and its agents shall have the right to inspect the Mobile Unit at all reasonable times for the purpose of ascertaining that all modifications comply with the final plans approved by Franchisor.

5.5 Franchisee shall at its own expense obtain and maintain at all times the necessary permits and authorizations pertaining to the transportation and operation of the Mobile Unit (and the Surrounding Areas, as described in Section 5.10, below) within the Area of Protection.

5.6 Franchisee shall store the Mobile Unit, when not in use, at a secure location within the Area of Protection.

5.7 Franchisee shall use the Mobile Unit only for the purpose approved by Franchisor, and for no other purpose.

5.8 Franchisee shall display the Marks on the Mobile Unit in the size and manner specifically approved by Franchisor for use on the Mobile Unit. Franchisee also agrees that it shall:

(a) Make no alterations to the approved representation of the Marks on the Mobile Unit without Franchisor's express prior written consent.

(b) Display no other logos, trademarks, service marks on the Mobile Unit without Franchisor's express prior written consent.

(c) Permanently display on the Mobile Unit a conspicuous notice that the Mobile Unit is operated by Franchisee under a Franchise Agreement from Franchisor. The placement, size, and content of this notice shall be as required by Franchisor.

5.9 Franchisee understands and acknowledges that Franchisor makes no representations or warranties as to the success of the Mobile Unit.

6. **The Mobile Unit territory.** Franchisee shall operate the Mobile Unit only within Area of Protection designated in the Franchise Agreement or at fixed locations which are previously approved by Franchisor which are outside of the Area of Protection (the "**Mobile Unit territory**"), except that the parties agree that the Mobile Unit territory shall not include the following:

6.1 Any area outside of the Area of Protection that is currently owned by another franchised or affiliate-owned Ninja Nation Business.

6.2 If any new franchised or affiliated-owned Ninja Nation Business opens in the Mobile Unit territory after the date of the Franchise Agreement, Franchisee will not be able to operate the Mobile Unit within the area of protection of the new Ninja Nation Business and the Mobile Unit territory shall be reduced to exclude any such area of protection.

6.3 If Franchisee operates the Mobile Unit at any Location outside of the Area of Protection without Franchisor's prior approval, Franchisor shall have the right to terminate the Franchise Agreement immediately upon notice to Franchisor, without any opportunity to cure.

7. **Accounting and Records**. Franchisee's obligations under Section 14 of the Franchise Agreement to maintain and submit reports shall also apply with respect to Franchisee's operations of the Mobile Unit, provided, however, that Franchisor may direct from time to time that Franchisee maintain such records and accounts, and submit reports to Franchisor, separately for the Business and Mobile Unit.

8. **Advertising**. Franchisee shall not be required to conduct any advertising or promotion specifically for the Mobile Unit. This Section shall not limit Franchisee's obligations to contribute or expend monies for advertising based on Franchisee's Gross Revenues at the Business, as required under Section 13 of the Franchise Agreement. Neither Franchisor nor the Brand Fund shall be required to conduct any advertising in connection with, or that makes reference to, the Mobile Unit.

9. **Insurance**. Franchisee shall obtain and maintain insurance covering all operations of the Mobile Unit, of such types and coverage and with such premiums as specified by Franchisor, which insurance shall be similar to the coverage specified in Section 20.D of the Franchise Agreement. Franchisee shall provide Franchisor with certificates of insurance evidencing such coverage.

10. **Transfer of Interest**. Franchisor shall have the right to transfer or assign all or any part of its rights or obligations under this Addendum to any person or legal entity. Franchisee shall not, without the prior written consent of Franchisor, transfer, pledge or otherwise encumber: (a) this Addendum or any of the rights and obligations of Franchisee under this Addendum; or (b) any material asset of Franchisee or the Mobile Unit. Franchisor's consent to such a transfer, pledge or encumbrance may be conditioned on, among other requirements, that any such Transfer is made in conjunction with a simultaneous Transfer of the Business and the Franchise Agreement. No sub-license or delegation is permitted by Franchisee.

11. **Default and Termination**.

11.1 A default by Franchisee under the Franchise Agreement shall also be deemed to be a default under this Addendum. Additionally, a default by Franchisee under this Addendum arising from (a) an obligation of Franchisee to make payments or contributions to Franchisor and/or its affiliates with respect to the Mobile Unit, or (b) Franchisee's use of the Marks or confidential information with respect to the Mobile Unit, shall also be deemed to be a default under the Franchise Agreement. If the Franchise Agreement is terminated for any reason, then this Addendum and Franchisee's rights to operate the Mobile Unit shall also immediately terminate without further or separate notice to Franchisee. Notwithstanding the foregoing, if Franchisee ceases operation of the Mobile Unit that results in a default and termination of this Addendum, Franchisee shall not be deemed to be in default of the Franchise Agreement with respect to such action.

11.2 Additionally, Franchisee shall be in default of this Addendum and Franchisor may, at its option, terminate this Addendum and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon the delivery of written notice to Franchisee by Franchisor (in the manner set forth in Section 18 of the Franchise Agreement), upon the occurrence of any of the following events:

(a) If a threat or danger to public health or safety results from the maintenance or operation of the Mobile Unit, and Franchisee has not immediately commenced actions to cure the problem or has not promptly cured or corrected the problem or activity that gave rise to the threat or danger.

(b) If Franchisee or any Principal purports to transfer any rights or obligations under this Addendum or to transfer the Mobile Unit to any third party in a manner that is contrary to the terms of Section 10 of this Addendum.

(c) If Franchisee breaches any material provision of this Addendum which breach is not susceptible to cure.

11.3 For any other breach of Franchisee's obligations relating to the Mobile Unit, this Addendum, or the Operations Manual, the terms of Section 18.B of the Franchise Agreement regarding notice of default, opportunity to cure, and termination, shall apply.

12. **Obligations Upon Termination or Expiration**.

Upon termination or expiration of this Addendum, all rights granted hereunder to Franchisee shall forthwith terminate, and:

12.1 Franchisee shall immediately discontinue the operations of the Mobile Unit and shall comply with all other terms of Section 19 of the Franchise Agreement, as may be applicable to the Mobile Unit.

12.2 Franchisor shall have the option, to be exercised within thirty (30) days after termination, to purchase from Franchisee the Mobile Unit and any or all supplies or inventory of Franchisee related to the operation of Mobile Unit, at Franchisee's depreciated book value.

13. Additional Terms.

13.1 Except as specified otherwise in this Addendum, the terms of the Franchise Agreement shall also apply with respect to Franchisee in connection with the Mobile Unit and this Addendum, and Mobile Unit.

13.2 Franchisee covenants that, except as otherwise approved in writing by Franchisor, it shall not, for a continuous uninterrupted period of two (2) years from the date of expiration or termination of this Addendum; either directly or indirectly (through, on behalf of, or in conjunction with any persons, partnership, corporation or entity), own, maintain, operate, engage in, or have any interest in any business that is the same as or similar to the Mobile Unit and which business is, or is intended to be, located: (a) within the Area of Protection; (b) within the Mobile Unit territory; or (d) within a ten (10) mile radius of any other Ninja Nation Business operating under the System as of the commencement of the post-term period; provided, however, in the case of termination of this Addendum without the termination of the Franchise Agreement, Franchisee shall be permitted to continue to operate the Business at the Approved Location for the remainder of the term of the Franchise Agreement.

13.3 This Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

13.4 Franchisee understands and agrees that Franchisor may operate and change the System and its business in any manner that is not expressly and specifically prohibited by this Agreement. Whenever Franchisor has expressly reserved in this Addendum or is deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or withhold an action, except as otherwise expressly and specifically provided in this Addendum, Franchisor may make such decision or exercise its right and/or discretion on the basis of Franchisor's judgment of what is in Franchisor's best interests, including without limitation Franchisor's judgment of what is in the best interests of the franchise network, at the time Franchisor's decision is made or its right or discretion is exercised, without regard to whether: (a) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by Franchisor; (b) Franchisor's decision or the action taken promotes Franchisor's financial or other individual interest; (c) Franchisor's decision or the action

it takes applies differently to Franchisee and one or more other franchisees or Franchisor's company-owned or affiliate-owned operations; or (d) Franchisor's decision or the exercise of its right or discretion is adverse to Franchisee's interests. In the absence of an applicable statute, Franchisor will have no liability to Franchisee for any such decision or action. Franchisor and Franchisee intend that the exercise of Franchisor's right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Addendum, Franchisor and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Addendum and that this Addendum grants Franchisor the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations hereunder.

13.5 Franchisee acknowledges and agrees that Franchisor may modify the offer of its franchises to other franchisees in any manner and at any time, including the design and configuration of other kiosks to be operated under the System, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Addendum in duplicate on the day and year first above written.

NINJA NATION FITNESS GROUP. LLC Franchisor	_____ Franchisee
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this "Agreement") is made and entered into as of the Effective Date, by and between Ninja Nation Fitness Group, LLC, a Delaware limited liability company ("we," "Company", "us" or "our"), as franchisor, and _____, a _____ ("you", "Developer," or "your"), as Developer.

WHEREAS, the Company owns and intends to license certain proprietary and other property rights and interests in and to the "Ninja Nation®" trademark and service mark, and such other trademarks, trade names, service marks, logo types, insignias, trade dress, designs, and commercial symbols which Company may from time to time authorize or direct Developer to use in connection with the operation of an Ninja Nation Business (the "Marks").

WHEREAS, Company has developed and continues to develop a system for the operation of obstacle course arenas for youth and adults to play, train and compete, and this system features distinctive signs, programs and techniques, and various trade secrets and other confidential information, and also includes architectural designs, trade dress, uniforms, equipment specifications, layout plans, inventory, record-keeping and marketing techniques (the "System").

WHEREAS, Company desires to expand and develop its system of Ninja Nation locations, and seeks sophisticated and efficient multi-unit franchisees who will develop numerous Ninja Nation Businesses within a designated period of time.

WHEREAS, Developer desires to build and operate Ninja Nation businesses, and Company desires to grant to Developer the right to build and operate said Ninja Nation Businesses in accordance with the terms and upon the conditions contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, the parties mutually agree, as follows:

1. Definitions. Words and phrases used in initially capitalized form in this Agreement have the meanings set forth in Section 30 of this Agreement unless the context indicates otherwise.

2. Development.

a. During the Development Term, you will have the right to develop _____ (___) Ninja Nation Businesses in accordance to the Performance Schedule as defined in Section 3 of this Agreement within the Territory described in Schedule A. Each Ninja Nation Business will be at a site selected by you and approved, in writing, by us.

b. Company expressly reserves the exclusive, unrestricted right, in its sole and absolute discretion, directly and indirectly, through its employees, affiliates, representatives, licensees, assigns, agents and others, to own or operate and to franchise or license others (which may include its affiliates and joint ventures in which it or its affiliates are participants) to own or operate a Ninja Nation Business at any location that does not violate the territorial restrictions of the Company in effect at the time, regardless of its proximity to any Ninja Nation Business developed or under development or consideration by Developer.

c. In addition, Company expressly reserves the exclusive, unrestricted right, in its sole and absolute discretion, directly and indirectly, through its employees, affiliates, representatives, licensees, assigns, agents and others, (i) to own or operate and to franchise or license others (which may include its affiliates and joint ventures in which it or its affiliates are participants) to own or operate obstacle course arenas for youth and adults to play, train and compete, fitness facilities, gyms, and other businesses which operate under names other than "Ninja Nation" at any location, and of any type or category whatsoever, regardless of its proximity to any Ninja Nation Business developed or under development or consideration by Developer; and (ii) to produce, promote, license, distribute and market "Ninja Nation" products, and products bearing other marks, at or through any location or outlet regardless of where located, and through any distribution channel, at wholesale or retail, including by means of mail order catalogs, direct mail advertising, the Internet, and other distribution methods.

3. Performance Schedule.

a. Market Plan. Developer, within thirty (30) days of execution of this Agreement, shall meet with Company and begin preparation of a development plan for (i) the opening of the Ninja Nation Business and (ii) the selection of a site for each Ninja Nation Business (the "Market Plan"). All development pursuant to this Agreement shall be in accordance with this Marketing Plan. The Market Plan shall include proposed target trade areas where sites are to be located, ranking and prioritizing site locations and other information customarily utilized by market planners in the obstacle course and related activities industry. Developer shall propose the Market Plan and Company shall approve or disapprove the Market Plan in its reasonable discretion. The initial Market Plan shall be completed and approved by Company and Developer no later than sixty (60) days from the date of execution of this Agreement. Developer acknowledges that no extensions of time with regard to the Minimum Development Obligation shall be granted by Company to Developer as a result of Developer's failure to complete a satisfactory Market Plan within sixty (60) days of execution of this Agreement. The parties recognize that demographics, market economics, real estate values, competition and other conditions may change in the area surrounding any Ninja Nation Business over the term of this Agreement and that such changes may impact the Market Plan.

b. Minimum Development. You must develop, construct, equip, open and thereafter continue to operate the number of Ninja Nation Businesses stated in Section 2, above, in accordance with the Development Schedule specified and attached hereto in Schedule A.

c. The developer may close a Ninja Nation Business with the Company's prior written consent to such closure (which Company shall grant or withhold in Company's sole discretion), if Developer demonstrates to Company's satisfaction that the site of such Ninja Nation Business has not operated profitably and is unlikely in the future to operate profitably regardless of any proposed changes made. For purposes of Developer's Minimum Development Obligation, any Ninja Nation Business closed pursuant to this Section with Company's consent shall continue to be counted as an operating Ninja Nation Business for a period of twelve (12) months following closure, and Developer shall be deemed in breach of the Minimum Development Obligation if immediately after said twelve (12) month period the cumulative number of Ninja Nation Businesses then-operating is not equal to or greater than the cumulative number required to have been in operation as of the end of the immediately preceding Development Period. Developer shall execute a new

Franchise Agreement for each subsequently opened Ninja Nation Business, even if opened as a "replacement" for the closed Ninja Nation Business.

d. If an Ninja Nation Business opened and operated by Developer is destroyed or damaged, other than by a voluntary act of Developer, so that such Ninja Nation Business cannot continue to operate, the destroyed or damaged Store shall continue to count toward satisfaction of the Minimum Development Obligation (during the period until such substitute location opens), but only if (i) Developer shall repair and restore such Store to Company's then approved plans and specifications within one hundred twenty (120) days after the occurrence of such destruction or damage, subject to delays permitted by Section (Force Majeure), or (ii) Developer shall, within one hundred twenty (120) days after the occurrence of such destruction or damage, open an Ninja Nation Business at a substitute location in accordance with Company's then approved plans and specifications (any such substitute location and the Lease for such location must be approved in writing in advance by Company pursuant hereto and Developer shall execute a new Franchise Agreement).

4. Development Term.

a. The "Development Term" of this Agreement commences on the Effective Date and, unless sooner terminated in accordance with the provisions herein, or extended as provided in Section 32, the rights granted to you under this Agreement will expire on the opening date of the last Ninja Nation Business in operation pursuant to the Performance Schedule, unless terminated earlier in accordance with this Agreement.

b. Renewal. Except to the extent otherwise provided herein Developer shall have no right to renew this Agreement and Company, and its affiliates may construct, equip, open and operate, and license or franchise others to construct, equip, open and operate additional Ninja Nation Businesses, without any restriction other than those specifically set forth in each Franchise Agreement.

5. Development Fee. When you sign this Agreement, you will pay us a non-refundable Development Fee according to the chart below. If you do not complete the Performance Schedule, Ninja Nation Fitness Group, LLC has the right to retain the Development Fee and franchise fees you have paid and will be entitled to damages. The Development Fee shall be deemed fully earned upon the payment thereof and shall be non-refundable under any circumstances.

Number of Ninja Nation Businesses	Franchise Fee (Additional Franchise Fee)	Total (Development Fee)
1	$49,500	$49,500
2	$40,000	$89,500
3	$30,000	$119,500
4	$29,500	$149,000

Number of Ninja Nation Businesses	Franchise Fee (Additional Franchise Fee)	Total (Development Fee)
5	$29,000	$178,000
6	$28,000	$206,000
7	$27,000	$233,000
8	$25,000	$258,000
9	$23,000	$281,000
10	$21,000	$302,000

6. Site Submission. You shall submit to Company such information regarding the proposed site, in the form which Company shall from time to time require, together with a copy of an executed letter of intent containing the terms of the proposed lease for such site. We will review the submitted information and conduct any evaluation of the proposed site we deem appropriate. We may request any supplemental information we deem appropriate to evaluate the proposed site at any time and you will respond promptly, accurately and completely to such request for supplemental information.

7. Site Acceptance or Rejection. We retain the right to accept or reject each site selected by you, in our sole discretion. Within thirty (30) days after your submission of all initial and supplemental information we request regarding a proposed site, we will give you notice of our acceptance or rejection of the site. If we accept the site, the notice will set forth any remaining conditions to that acceptance. If we reject the site, the notice will set forth the reasons for the rejection. If we do not give you notice of our acceptance of the site within thirty (30) days after your submission of all initial and supplemental information we request regarding the site, you may deem us to have preliminarily rejected the site. You acknowledge that we have not authorized and will not empower or authorize any officer employee or agent of ours to accept or reject any proposed site except in accordance with this Section 7. You agree not to rely upon any representations, written or oral, to the contrary.

8. Responsibility for Site Selection. You will have sole responsibility for selecting the Location of each of your Ninja Nation Businesses and all aspects of the site acquisition, negotiation and development process, including (without limitation) compliance with all applicable zoning, licensing, building codes, leasing and other requirements. Neither we nor our affiliates will have any responsibility, obligation or liability to you in connection with our efforts, assistance and/or advice in the selection and securing of a location for your use, nor will we have any liability for any consequences of your selection of a site or any aspect of the site acquisition, negotiation and development process. You acknowledge that our acceptance of a site does not constitute any representation, warranty or guaranty by us that the site will constitute a successful location for a Ninja Nation Business and you waive and release us and our affiliates from any claims and causes of action in that regard. You confirm that, except as provided in Section 10 below, we will not become involved in any way in the site acquisition, negotiation or development process.

9. Issuance of Franchise Agreement. When we accept your proposed site, we will, if required

by applicable law and if we have not done so already, transmit to you the Franchise Disclosure Document and execution copies of the Franchise Agreement for the Ninja Nation Business, in the form attached hereto as Attachment B. You must sign and return to us the completed Franchise Agreement in accordance with our instructions, along with any remaining portion of the required initial franchise fee calculated as provided in Section 5, within fifteen (15) days after we tender the Franchise Agreement to you. If you fail to return the executed franchise agreement and the balance of the initial franchise fee to us within that 15-day period, we may revoke our acceptance of the proposed site. You will not begin construction or remodeling work at the accepted site until you have executed the Franchise Agreement, paid the balance of the initial franchise license fee to us, and obtained our approval of the lease and your plans and specifications as provided in the Franchise Agreement.

10. Our Services. During the Development Term, we will provide you with the following services:

a. Site Selection Services. We will provide you with written guidelines for site selection. You must, on your own initiative and at your own expense, locate, obtain and occupy the site and negotiate the lease for your Ninja Nation Business.

b. Lease Approval. We will approve your execution of the lease for your Ninja Nation Business. You must submit the lease to us for our approval at least ten (10) days before you sign the agreement. You must send us a signed copy of the lease within five (5) days of both parties signing the lease.

c. Other Services. We will provide you with other resources and assistance that we may develop and then make available to new developers. We have no obligation to make any such other resources and assistance available.

11. Nature of Agreement. This Agreement only grants you the right to select sites for the construction of Ninja Nation Businesses and to submit those sites to us for our acceptance in accordance with this Agreement. This Agreement does not grant a license to use the name "Ninja Nation" or any other trade name, service mark, or trademark of ours. This Agreement does not grant you the right to open or operate any Ninja Nation Business. You will obtain those rights only under a Franchise Agreement with us, if and when fully executed and delivered by you and us.

12. Additional Covenants. During the Development Term you and your owners covenant with us that you will not engage, either directly or indirectly through any financial or beneficial interest in any other person, in any Competitive Business, other than a Ninja Nation Business licensed by us. For a period of two years after the termination, assignment or expiration of this Agreement for any reason, you may not engage in any Competitive Business within ten (10) miles of the Territory, and within ten (10) miles from any existing Ninja Nation Business. We may reduce the duration and/or geographic scope of this provision by written notice to you for applicable law. You will not employ or seek to employ any individual who, at the time, currently works or worked during the preceding three (3) months for any of our other licensees or franchisees or for us, except with the consent of the affected licensee or franchisee or with our consent (as applicable). We will not employ or seek to employ any individual who, at the time, currently works or worked during the past three (3)

months for you except with your consent. The term "Competitive Business" is defined in Section 30 of this Agreement and in the form of Franchise Agreement attached as Attachment B.

13. Default. A default by you will occur under this Agreement if:

a. you default in the performance of any of your obligations under this Agreement or any other agreement with us or our affiliates, including (without limitation) the failure to meet the Performance Schedule or to make any payments as and when due to us or our affiliates,

b. you request the appointment of a receiver or have a receiver appointed for any of your business or assets, make a general assignment for the benefit of your creditors, or commence a case for relief or have an order for relief entered against you under the United States Bankruptcy Code, or

c. we discover a material inaccuracy in any of your representations in this Agreement or in your application for this Agreement.

14. Remedies. Upon the occurrence of a default by you, we will have the right to terminate this Agreement upon not less than thirty (30) days' notice to you, or such longer period as may be required by applicable law. If you do not cure the default within that notice period, we may terminate this Agreement. If you cannot cure the default within the notice period because of the nature of the default or if you notify us orally or in writing that you do not intend to cure the default, we may terminate this Agreement immediately upon notice to you. Upon the termination of this Agreement, you immediately will cease to select and acquire sites for Ninja Nation Businesses or hold yourself out as an "Ninja Nation" developer. The termination of this Agreement will not affect your right to complete development of and operate Ninja Nation Businesses in accordance with any executory Franchise Agreement with us.

15. CERTAIN WAIVERS.

a. YOU AND WE WAIVE THE RIGHT TO PURSUE AND RECEIVE ANY EXEMPLARY AND PUNITIVE DAMAGES AGAINST THE OTHER PARTY IN ANY DISPUTE ARISING UNDER THIS AGREEMENT OR RELATING TO THE FRANCHISE RELATIONSHIP, WHETHER ASSERTED AS A RELATED OR INDEPENDENT TORT, AS A BREACH OF CONTRACT, OR AS ANY OTHER CLAIM OR CAUSE OF ACTION BASED ON CONSTITUTIONAL, STATUTORY OR COMMON LAW.

b. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE FRANCHISOR, THE FRANCHISEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

16. Assignment.

a. Assignment by Us. We may transfer, assign or pledge this agreement, in whole or

in part, to any person or entity without the consent of Developer and shall inure to the benefit of any transferee or their legal successor to Company's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Company's obligations under this Agreement. Without limiting the foregoing, Company may (i) assign any or all of its rights and obligations under this Agreement to a subsidiary or affiliated entity; (ii) sell its assets, its Marks, or its System outright to a third party (including or subject to this Agreement); (iii) go public; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Company shall be permitted to perform such actions without liability or obligation to Developer who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). Company shall have no liability for the performance of any obligations contained in this Agreement after the effective date of such transfer or assignment.

b. Assignment by Developer. This Agreement has been entered into by Company in reliance upon and in consideration of the individual or collective character, reputation, skill, attitude, business ability, and financial capacity of Developer or, if applicable, its owners who will actively and substantially participate in the development, ownership and operation of the Ninja Nation Business. Accordingly, except as otherwise may be permitted herein, neither Developer nor any of Developer's owners shall directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest in this Agreement or in all or substantially all of Developer's assets, voluntarily or involuntarily, in whole or in part, by operation of law or otherwise (an "Assignment"), without Company's prior written consent, which consent may be withheld for any reason whatsoever in Company's sole subjective judgment. Developer's non-competition obligations under this Agreement shall survive any assignment or transfer of its rights and obligations under this Agreement.

c. If Developer is a business entity, each of the following shall be deemed to be an Assignment of this Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other encumbrance of fifty percent (50%) or more in the aggregate, whether in one or more transactions, of the assets, capital stock, membership interests or voting power of Developer, by operation of law or otherwise; (ii) the issuance of any securities by Developer which itself or in combination with any other transaction(s) results in the Owners existing as of the Effective Date, owning fifty percent (50%) or less of the outstanding shares, membership interests or voting power of Developer as constituted as of the date hereof; (iii) if Developer is a Partnership, the withdrawal, death or legal incapacity of a general partner or limited partner owning fifty percent (50%) or more of the voting power, property, profits or losses, or partnership interests of the Partnership (each of which is referred to hereinafter as a "Partnership Right"), or the admission of any additional general partner or the transfer by any general partner of any of its Partnership Rights in the Partnership; (iv) the death or legal incapacity of any Owner owning fifty percent (50%) or more of the capital stock, voting power, or Partnership Rights of Developer; and (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer control of the Developer, however effected.

d. You may raise additional equity by the sale of your equity interests in exchange for cash or property (but not services) so long as you comply with the following procedures:

(i) The proposed transferee must satisfy all of the requirements and conditions then being used to qualify as a new franchisee of ours, including submission of a completed franchise application at least thirty (30) days before the investment transaction,

(ii) You must satisfy all of your monetary obligations then due and owing to us and our Affiliates,

(iii) You must cure all existing defaults under this Agreement,

(iv) You and your owners must execute and deliver a general release of all claims and causes of action against us and our Affiliates, and

e. Upon the death or mental incapacity of any person with an interest in a Ninja Nation Business, the executor, administrator, or personal representative of that person must transfer such interest to a third party approved by us within six (6) months after death or mental incapacity. These transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same restrictions and conditions as any inter vivos transfer. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the conditions of this Agreement, the personal representative of the deceased Franchisee shall have six (6) months to dispose of the deceased's interest in the Ninja Nation Business, which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within six (6) months, we may terminate this Agreement.

Upon the death of the Franchisee or if a business entity, an owner who owns more than forty nine percent (49%) or more of the Business or in the event of any temporary or permanent mental or physical disability of such person, a manager shall be employed for the operation of the Ninja Nation Business who has successfully completed our training courses to operate the Business on behalf of the Franchisee. If after the death or disability of the named owner, the Business is not being managed by such trained manager, we may at our option, appoint a manager to maintain the operation of the Business until an approved transferee or manager will be able to assume the management and operation of the Business, but no such operation and management of the Business will continue for more than ninety (90) days without the approval of the personal representative of the named Owner (renewable as necessary for up to one year) and we will periodically discuss the status of the Business with the personal representative of the named Owner; such manager shall be deemed an employee of the Franchisee. All funds from the operation of the Business during the period of management by such appointed or approved manager shall be kept in a separate fund and all expenses of the Business, including compensation of such manager, other costs and travel and living expenses of such appointed or approved manager (the "Management Expenses"), shall be charged to such fund. As compensation for the management services provided, in addition to any other fees due, we shall charge such fund the full amount of the direct expenses incurred by us during such period of management for and on behalf of Franchisee, provided that we shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee, the named Owner or personal representative of the named owner, the Entity or any person or entity having an interest therein for any debts, losses or obligations incurred by the Business, or to any creditor of Franchisee or the named owner during any period in which it is managed by our appointed or approved manager.

Within thirty (30) days after the effective date of legal transfer of the franchise to Franchisee's heirs or successors of Franchisee's owners, the heirs or successors must notify us in writing and make application for approval of such transfer. The application for such transfer is subject to the same conditions, procedures and costs as any other transfer except that there will be no transfer fee.

f. You may designate a person that is a business entity that your owners control, as the franchisee party to a Franchise Agreement at the time you submit your site information for the Ninja Nation Business. You will use our then current form of franchise application to provide information on all persons who are to be owners of the franchisee of that Ninja Nation Business. We may disapprove of any person you propose to be an owner and provide notice of our disapproval when we provide you with the Franchise Agreement. We may delay tender of the Franchise Agreement to complete our evaluation of the proposed owners of the franchisee.

17. Indemnification. You will indemnify and hold us and our affiliates harmless from any and all costs and damages, including (without limitation) attorneys' fees and expenses, arising from your performance under this Agreement, your activities as developer of each Ninja Nation Business, including (without limitation) the identification, investigation, acquisition and financing of any site and the construction, remodeling and operation of any Ninja Nation Business, and including any claims or causes of action alleging our negligence or that you are acting as our agent in any way. You must provide and pay the costs of defense and resolution for us and our affiliates, using legal counsel acceptable to us and our affiliates. We and our affiliates will have the right (but not the obligation) to participate in that defense. This Section shall survive termination or expiration of this Agreement.

18. Relationship of Parties. Neither this Agreement nor the performance of the obligations set forth in this Agreement will operate to make you our partner or agent. Neither party will have the authority to act or contract on behalf of the other. Neither party will have any responsibility for the obligations of the other party. You will indicate clearly the independent ownership of your business in all public records and in all of your dealings with third parties.

19. Entire Agreement. This Agreement will constitute the entire agreement of the parties with regard to the subject matter of this Agreement and will replace and supersede all other written and oral agreements and statements of the parties relating to the subject matter of this Agreement. Neither party is relying on any writing to enter into this Agreement other than as set forth in this Agreement and the Franchise Disclosure Document delivered to you.

20. Waiver. The failure of a party to insist in any one or more stances on the performance of any term or condition of this Agreement will not operate as a waiver of any future performance of that term or condition.

21. Notices. Except as otherwise provided m this Agreement, when this Agreement requires notice, the sending party must deliver or address the notice to the other party by certified mail, telecopy, or delivery service with receipted delivery, or by electronic mail followed by transmittal of the original by first class United States Mail, to the following address or telecopy number.

Us: Ninja Nation Franchise Group, LLC
558 Castle Pines Pkwy., Suite B4-109
Castle Pines, CO 80108
Attention: Chief Executive Officer

You: _____
_____
_____
Attention: _____
Email: _____

All notices will be deemed delivered and received if transmitted to the proper address on the earlier of (a) the date that the other party receives or refuses delivery of the notice or (b) three (3) business days after the party places the notice in the United States mail, first class postage prepaid. Each party may change the party's address by giving notice to the other party.

22. Governing Law. This Agreement shall be governed by the laws of Colorado (without regard to any conflicts of law principles).

23. Venue. Subject to Section 17, the proper, sole and exclusive venue and forum for any action arising out of or in any way related to this Agreement shall be the federal and state courts where our principal place of business is located at the time of filing. As of the Effective Date, venue shall be exclusive in the federal or state courts sitting in Denver, Colorado. Each party to this Agreement hereby consents to any of those courts' exercise of personal jurisdiction over the party in that type of action and expressly waives all objections the party otherwise might have to that exercise of personal jurisdiction.

24. Legal Fees. In the event either party succeeds in any legal action to enforce the provisions of this Agreement, the losing party will reimburse the prevailing party for its attorneys' fees and costs related to the action, in addition to any other relief obtained by the prevailing party. The award will include an amount for that portion of the prevailing party's administrative overhead reasonably allocable to the time devoted by the prevailing party's in-house legal staff.

25. Construction. The parties acknowledge that each party and/or its legal counsel have reviewed and made revisions to this Agreement. The rule of construction requiring the resolution of any ambiguities in this Agreement against the drafting party will not apply to the construction of this Agreement or any attachments to this Agreement.

26. Authority. Each individual executing this Agreement in a representative capacity represents and warrants that he or she has the authority to execute this Agreement in the capacity indicate.

27. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or ineffective with respect to any person or circumstance, the holding will not affect the remainder of this Agreement or the application of this Agreement to any other person or circumstance. If a court of competent jurisdiction holds any provision of this Agreement too broad to allow enforcement to its full extent, the court will have the power and authority to enforce the provision to the maximum extent permitted by law and may modify the scope of the provision accordingly pursuant to an order of the court.

28. Amendment. No amendment to this Agreement will become effective or binding on the parties, unless agreed to by all of the parties.

29. Counterparts. The parties may execute this Agreement in counterparts, each of which will constitute an original and all of which, when taken together will constitute one and the same instrument.

30. Definitions. Unless the context of their use in this Agreement requires otherwise, the following words and phrases will have the following meanings when used in initially capitalized form in this Agreement:

"*Competitive Business*" means any (a) business providing athletic "obstacle course" and related activities, including but not limited to, physical fitness, team building and corporate events, or (b) business granting franchises or licenses to others to operate the type of business described in the Franchise Disclosure Document and Franchise Agreement.

"*Effective Date*" means the date we enter immediately below our signature block on this Agreement as the date on which you and we are legally bound under this Agreement, provided that if no such date is entered, then the Effective Date shall be the date on which we execute and deliver this Agreement.

"*In Operation*" means:

(i) the delivery to us of an executed franchise agreement and required initial franchise fee for the store,
(ii) the opening of the store to the general public, and
(iii) the continuous operation of the store in accordance with the terms of the franchise agreement for the store.

"*Performance Schedule*" means the schedule described in Section 3 of this Agreement.

31. Your Representations. You represent to us as follows:

a. Variances to Other Developers and Franchisee. You understand that other developers and franchisees may operate under different forms of agreements and, consequently, that our rights and obligations with regard to our various developers and franchisees may differ materially in certain circumstances.

b. This Transaction. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors, and lenders. No executory franchise, license or affiliation agreement for the Ninja Nation Businesses exists other than this Agreement. Attachment A accurately states the names, addresses and ownership percentages of your owners. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or

security instrument to which you or any of your owners is a party or is subject or to which the Location is subject. Neither you nor the Location is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in your franchise application. To the best of your knowledge, neither you, your owners, your officers, directors, contractors, or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or are, a terrorist, a "Specially Designated National" or a "Blocked Person" under U S Executive Order 13224, in lists published by the US Department of Treasury's Office of Foreign Assets Control, or otherwise.

c. No Misrepresentations or Implied Covenants. All written information you submit to us about the locations of you Ninja Nation Businesses, you, your owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

32. Force Majeure. Should Developer be unable to meet the Minimum Development Obligation solely as the result of "Force Majeure," including, but not limited to strikes, material shortages, fires, floods, earthquakes, and other acts of God, or by force of law (including, but not limited to any legal disability of Company to deliver any Franchise Disclosure Document required by law to be delivered as contemplated in this Agreement), which result in the inability of Developer to construct or operate any Ninja Nation Business at the location initially selected by Developer, and which Developer could not by the exercise of due diligence have avoided, Developer may request that Company extend the affected Development Periods by the amount of time during which such Force Majeure shall exist. Company will not unreasonably decline to extend the applicable Development Period(s) in such event, provided that Developer shall have promptly (in any event not more than 30 days after commencement of the Force Majeure) submitted its request therefor in writing and promptly furnished Company such information concerning the circumstances as Company may reasonably require. In the event of any said legal disability of Company to deliver a Franchise Disclosure Document, Company shall diligently use all commercially reasonable efforts promptly to remove such legal disability.

IN WITNESS WHEREOF, the parties have executed and delivered this Multi-Unit Development Agreement, intending to be legally bound, as of the Effective Date.

NINJA NATION FITNESS GROUP, LLC, a Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

MULTI-UNIT SCHEDULE A

MINIMUM DEVELOPMENT OBLIGATIONS

Developer is required to develop the following number of businesses in the time periods set forth below (the "Minimum Development Obligations").

Ninja Nation Business #	Deadlines
1	Unit open within 12 months after signing this Agreement
2	Unit open within 12-18 months after signing this Agreement
3	Unit open within 18 months after signing this Agreement
4	Unit open within 24 months after signing this Agreement
5	Unit open within 30 months after signing this Agreement
6	Unit open within 36 months after signing this Agreement
7	Unit open within 42 months after signing this Agreement
8	Unit open within 48 months after signing this Agreement
9	Unit open within 54 months after signing this Agreement
10	Unit open within 60 months after signing this Agreement

The Franchisor may extend any applicable opening deadlines for a reasonable period of time if, in the opinion of the Franchisor the Franchisee is unable to find a suitable location for the relevant Ninja Nation Business within the desired market.

ATTACHMENT A

DEVELOPER OWNERSHIP CHART

The following chart accurately states the names, addresses and ownership percentages of all owners of the Developer:

Owner Name	Owner Address	Ownership Percentage
		%
		%
		%
		%

EXHIBIT D

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EXHIBIT E

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

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

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, Hawaii 96810 (808) 586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	
Maryland	Maryland Office of the Attorney General 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-7042	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, Maryland 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
New York	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	Director of the Division of Insurance 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division PO Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, Wisconsin 53701 (608) 266-2801	

EXHIBIT F

FRANCHISEE REPRESENTATIONS DOCUMENT

NINJA NATION FITNESS GROUP, LLC
FRANCHISEE REPRESENTATIONS

Important Instructions: Ninja Nation Fitness Group, LLC ("we," "us," or "our") and you are preparing to enter into a Franchise Agreement for the development and operation of a Ninja Nation Business (the "Business") and, possibly, a Multi-Unit Development Agreement for the development of multiple Ninja Nation Businesses. This document's purpose is to determine whether any statements or promises were made to you that we have not authorized, that do not appear in or are inconsistent with our franchise documents, and/or that may be untrue or inaccurate. Please review each of the following statements carefully and do not sign this document if it contains anything you think might be untrue.

Name of Prospective Franchisee:_____
(the "Franchisee")

Each of the undersigned represents that all of the following statements are true:

1. Each of the undersigned has conducted its, his, or her own independent investigation of us, our affiliates, the Franchise System (as that term is used in our Franchise Agreement), the risks, burdens, and nature of the business that Franchisee will conduct under the Franchise Agreement, the Business, the location for the Business (if already selected), and the Business' market area.

***Insert initials into the following blank to confirm this statement: ___**

2. Each of the undersigned understands that the business Franchisee will conduct under the Franchise Agreement involves risk, and any success or failure will be substantially influenced by Franchisee's ability and efforts, the viability of the Business' location, competition from other obstacle course arenas, including fitness businesses, family entertainment centers and recreational activity centers, interest rates, inflation, labor and supply costs, lease terms, and other economic and business factors.

***Insert initials into the following blank to confirm this statement: ___**

3. Each of the undersigned understands that we previously might have entered, and in the future we may enter, into franchise agreements with provisions different from the provisions of the Franchise Agreement for the Business.

***Insert initials into the following blank to confirm this statement: ___**

5. Franchisee has received a franchise disclosure document ("FDD") as required by law at least 14 calendar days before signing the Franchise Agreement, or paying any consideration to us or our affiliate in connection with this franchise, and has had ample opportunity to consult with its, his, or her attorneys, accountants, and other advisors concerning the FDD.

6. Except as provided in Item 19 of our FDD, we and our affiliates and agents have made no representation, warranty, promise, guaranty, prediction, projection, or other statement, and given no information, as to the future, past, likely, or possible income, sales volume, or profitability, expected or otherwise, of the Business or any other business, except: (None, unless

something is filled-in here or provided on additional sheets) _____

_____

_____.

***Insert initials into the following blank to confirm this statement: ___**

7. Each of the undersigned understands that:

7.1 Except as provided in Item 19 of our FDD, we do not authorize our affiliates, or our or their respective officers, directors, employees, or agents, to furnish any oral or written representation, warranty, promise, guaranty, prediction, projection, or other statement or information concerning actual or potential income, sales volume, or profitability, either generally or of any Ninja Nation Business.

***Insert initials into the following blank to confirm this statement: ___**

7.2 Actual results vary from unit to unit and from time period to time period, and we cannot estimate, project, or predict the results of any particular Ninja Nation Business.

***Insert initials into the following blank to confirm this statement: ___**

7.3 We have specifically instructed our affiliates, and our and their respective officers, directors, employees, and agents, that except as provided in Item 19 of our FDD, they are not permitted to make any representation, warranty, promise, guaranty, prediction, projection, or other statement or give other information as to income, sales volume, or profitability, either generally or with respect to any particular Ninja Nation Business.

***Insert initials into the following blank to confirm this statement: ___**

8. Before signing the Franchise Agreement and any related documents, the undersigned Franchisee has had ample opportunity: (a) to discuss the Franchise Agreement, any related document, and the business Franchisee will conduct with its, his, or her own attorneys, accountants, and real estate and other advisors; (b) to contact our existing franchisees; and (c) to investigate all statements and information made or given by us or our affiliates, or our or their respective officers, directors, employees, and agents, relating to the Franchise System, the Business, and any other subject.

***Insert initials into the following blank to confirm this statement: ___**

9. Each of the undersigned understands that the Franchise Agreement licenses certain rights for one, and only one, Ninja Nation Business, located only at the location now specified (or to be specified) in the Franchise Agreement, and that, except as may be provided in the Franchise Agreement or a signed Multi-Unit Development Agreement with us, no "exclusive," "expansion," "protected," "non-encroachable," or other territorial rights, rights of first refusal, or rights of any other kind are granted or have been promised concerning the shopping center or warehouse/flex space in which the Business is located, the contiguous or any other market area of the Business, or any other existing or potential Ninja Nation Business or geographic territory.

***Insert initials into the following blank to confirm this statement: ___**

10. Each of the undersigned understands that the Franchise Agreement (including any riders and exhibits) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral or written agreements, statements, representations (except for those in the FDD), or understandings of us, the undersigned, and Franchisee.

***Insert initials into the following blank to confirm this statement: ___**

11. Each of the undersigned has confirmed that no employee or agent of ours or our affiliates, or other person speaking on our behalf, has made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance we will furnish to Franchisee that is contrary to, or different from, the information contained in the FDD and the Franchise Agreement.

***Insert initials into the following blank to confirm this statement: ___**

12. Each of the undersigned understands that we and our affiliates may sell or transfer our assets, our trademarks, and/or the Ninja Nation Business Franchise System outright to a third party; may go public; may engage in a private placement of some or all of our and our affiliates' securities; may merge, acquire other companies, or be acquired by another company; and/or may undertake a refinancing, a recapitalization, a leveraged buy-out, or other economic or financial restructuring.

***Insert initials into the following blank to confirm this statement: ___**

13. The only state(s) in which each of the undersigned is a resident is (are): _____. _____.

***Insert initials into the following blank to confirm this statement: ___**

14. Each of the undersigned understands the importance of the Business' location. The undersigned and Franchisee have had, or will have, ample opportunity and the means to investigate, review, and analyze independently the Business' location, the shopping center or warehouse/flex space in which it is contained, the market area and all other facts relevant to the selection of a site for a Ninja Nation Business, and the lease documents for such location.

***Insert initials into the following blank to confirm this statement: ___**

15. Each of the undersigned understands that neither our acceptance or selection of any location nor our negotiation or acceptance of any lease implies or constitutes any warranty, representation, guarantee, prediction, or projection that the location will be profitable or successful or that the lease is on favorable terms. It often is the case that leases are available only on very tough terms.

***Insert initials into the following blank to confirm this statement: ___**

16. Each of the undersigned understands that site selection is a difficult and risky proposition. We and our affiliates have not given (and will not give) any representation, warranty, promise, guaranty, prediction, projection, or other statement or information relied upon by the undersigned or Franchisee regarding a location's prospects for success, nearby tenants or other attributes, or the form or contents of any lease. Franchisee will have any lease reviewed by its, his, or her own attorney and other advisors.

***Insert initials into the following blank to confirm this statement: ___**

17. The covenants and restrictions concerning competition contained in the Franchise Agreement are fair and reasonable and will not impose an undue hardship on the undersigned or Franchisee. Each of them has other considerable skills, abilities, opportunities, and experience in other matters and of a general nature enabling each of them to derive income that is satisfactory to them from other endeavors.

***Insert initials into the following blank to confirm this statement: ___**

18. There is no fiduciary or confidential relationship between us and the undersigned or between us and Franchisee. Each of the undersigned expects us to deal, and will act as if we are dealing, with it, him, or her at arm's length and in our own best interests.

***Insert initials into the following blank to confirm this statement: ___**

19. We have advised the undersigned and Franchisee to consult with their own advisors on the legal, financial, and other aspects of the Franchise Agreement, this document, the Business, any lease or sublease for the premises, and the business contemplated. Each of the undersigned has either consulted with such advisors or deliberately declined to do so.

***Insert initials into the following blank to confirm this statement: ___**

20. Neither we or our affiliates, nor any of our or our affiliates' employees or agents, have provided the undersigned or Franchisee with services or advice that is legal, accounting, or other professional services or advice.

***Insert initials into the following blank to confirm this statement: ___**

21. The statements made in this document supplement and are cumulative to statements, warranties, and representations made in other documents, such as the Franchise Agreement. The statements made in this document or the Franchise Agreement are made separately and independently. They are not intended to be, and will not be, construed as modifying or limiting each other.

***Insert initials into the following blank to confirm this statement: ___**

22. Each of the undersigned understands that, in the franchise relationship, we and Franchisee will be independent contractors. Nothing is intended to make either Franchisee or us (or any affiliate of ours) a general or special agent, joint venturer, partner, or employee of the other for any purpose. We (and our affiliates) will not exercise direct or indirect control over the Business' personnel except to the extent any indirect control is related to our legitimate interest in protecting the quality of products, service, or the Ninja Nation Business brand. We (and our affiliates) will not share or codetermine the terms and conditions of employment of the Business' employees or affect matters relating to the employment relationship between Franchisee and the Business' employees, such as employee selection, training, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. We (and our affiliates) will not be the employer or joint employer of the Business' employees.

***Insert initials into the following blank to confirm this statement: ___**

23. The President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations, and the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). We therefore require certain certifications that the parties with whom we deal are not directly or indirectly involved in terrorism. For that reason, the undersigned and Franchisee hereby certify that neither they nor any of their employees, agents, or representatives, nor any other person or entity associated with Franchisee, is: (a) a person or entity listed in the Annex to the Executive Order; (b) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism; (c) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (d) owned or controlled by terrorists or sponsors of terrorism. The undersigned and Franchisee further covenant that neither they nor any of their employees, agents, or representatives, nor any other person or entity associated with them, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

***Insert initials into the following blank to confirm this statement: ___**

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

FRANCHISEE:

[_____]

By: _____
Signature

Print Name: _____
Title: _____
Date: _____

Owners/executives of the Franchisee legal entity must sign below individually

_____ _____
(Signature | Date) (Signature | Date)

_____ _____
(Name Printed) (Name Printed)

EXHIBIT G

STATE-SPECIFIC ADDITIONAL DISCLOSURES AND AGREEMENT RIDERS

ADDITIONAL DISCLOSURES FOR THE FRANCHISE DISCLOSURE DOCUMENT OF NINJA NATION FITNESS GROUP, LLC

The following are additional disclosures for the Franchise Disclosure Document of **NINJA NATION FITNESS GROUP, LLC** required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

CALIFORNIA

1. 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.

2. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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

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

Neither we, nor any person 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. Sections 78a et seq., suspending or expelling such person from membership in that association or exchange.

5. The following paragraphs are added at the end of Item 17:

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

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

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

The Franchise Agreement requires application of the laws of the State of Colorado. This provision might not be enforceable under California law.

The Franchise Agreement requires binding arbitration. The arbitration will occur at a suitable location that is within ten (10) miles of where we have our principal business address when the arbitration demand is filed (currently Denver Colorado), with the costs being borne equally by the parties (and with each party also bearing all of its own travel and related expenses during the arbitration). 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 the Franchise Agreement restricting venue to a forum outside the State of California.

You must sign a general release of claims if you renew or transfer the franchise. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

HAWAII

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

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

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

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

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

Securities
335 Merchant Street
Honolulu, Hawaii 96813

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

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

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

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

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

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

ILLINOIS

The following is added to Item 17(f):

> The conditions under which you can be terminated and your rights on non- renewal may be affected by Illinois law, 815 ILCS 705/1-44.

The following is added to Item 17(u), (v), and (w):

> Illinois law will govern any franchise agreement if (i) an offer to sell or buy a franchise is made in Illinois and accepted within or outside of Illinois, or (ii) an offer to sell or buy a franchise is made outside of Illinois and accepted in Illinois, or (iii) the offeree is domiciled in Illinois, or (iv) the franchised business is or will be located in Illinois.
>
> Any condition of the franchise agreement that designates litigation, jurisdiction or venue in a forum outside of Illinois is void as to any cause of action that otherwise is enforceable in Illinois provided the franchise agreement may provide for arbitration in a forum outside of Illinois.
>
> Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of Illinois law is void.

MARYLAND

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

The following is added to Item 17:

Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

The franchise agreement and/or Multi-Unit Development Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

MINNESOTA

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

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

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

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

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

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

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

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

THESE FRANCHISES HAVE BEEN/WILL BE REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7

DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK

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

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

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

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any

currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

5. The following is added to the end of the "Summary" section of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA

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

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

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

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

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

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

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

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

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

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

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

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

RHODE ISLAND

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

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

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

VIRGINIA

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

RISK FACTOR
Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from $791,500 - $1,295,000. This amount exceeds the franchisor's stockholders' equity as of December 31, 2021, which is $120,702.

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

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

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

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

ILLINOIS RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and the Multi-Unit Development Agreement (if applicable) dated _____ (collectively, the "Agreements"), between Ninja Nation Fitness Group, LLC, a Delaware limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

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

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

3. Limitation of Claims. No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

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

6. Effective Date. This Rider is effective as of the Effective Date.

NINJA NATION FITNESS GROUP, LLC
A Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

INDIANA RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and the Multi-Unit Development Agreement (if applicable) dated _____ (collectively, the "Agreements"), between Ninja Nation Fitness Group, LLC, a Delaware limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

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

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

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

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

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

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

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase

notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the protected area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. **Effective Date.** This Rider is effective as of the Effective Date.

NINJA NATION FITNESS GROUP, LLC A Delaware limited liability company	**FRANCHISEE**
By:_____ Title:_____ Date:_____	_____ [Name] By:_____ Title:_____ Date:_____

MARYLAND RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and the Multi-Unit Development Agreement (if applicable) dated _____ (collectively, the "Agreements"), between Ninja Nation Fitness Group, LLC, a Delaware limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. Capitalized terms used but not defined in this Rider have the meanings given in the Agreements. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise .

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

5. This Franchise Agreement and/or Multi-Unit Development Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive trade practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

6. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

[*Signatures on following page*]

NINJA NATION FITNESS GROUP, LLC
A Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

MINNESOTA RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and the Multi-Unit Development Agreement (if applicable) dated _____ (collectively, the "Agreements"), between Ninja Nation Fitness Group, LLC, a Delaware limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreements. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement(s) is/are amended to comply with the following:

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

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

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

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

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

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

3. **Effective Date.** This Rider is effective as of the Effective Date.

NINJA NATION FITNESS GROUP, LLC
A Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

NEW YORK RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and the Multi-Unit Development Agreement (if applicable) dated _____ (collectively, the "Agreements"), between Ninja Nation Fitness Group, LLC, a Delaware limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreements.

2. Waivers Not Required. Notwithstanding any provision of the Agreements to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Franchisor or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3 Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreements purporting to bind Franchisee to waive compliance by Franchisor with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreements to the contrary, the New York Franchises Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

NINJA NATION FITNESS GROUP, LLC
A Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and the Multi-Unit Development Agreement (if applicable) dated _____ (collectively, the "Agreements"), between Ninja Nation Fitness Group, LLC, a Delaware limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. **Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreements.

2. Amendments. The Agreement(s) (and any Guaranty Agreement) is/are amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement(s) (and any Guaranty Agreement) is/are governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Franchise Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreements: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Rider is effective as of the Effective Date.

NINJA NATION FITNESS GROUP, LLC
A Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and the Multi-Unit Development Agreement (if applicable) dated _____ (collectively, the "Agreements"), between Ninja Nation Fitness Group, LLC, a Delaware limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreements.

2. Jurisdiction and Venue. Any provision of the Agreements restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

NINJA NATION FITNESS GROUP, LLC
A Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, MULTI-UNIT DEVELOPMENT AGREEMENT, FRANCHISEE REPRESENTATIONS DOCUMENT, AND RELATED AGREEMENTS

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The Washington Department of Financial Institutions has imposed a financial assurance requirement due to our financial condition. To comply, our collection of initial franchise fees and multi-unit development fees will be deferred until we have fulfilled or initial pre-opening obligations to you and your Business commences operation.

Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Multi-Unit Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

The undersigned does hereby acknowledge receipt of this addendum.

NINJA NATION FITNESS GROUP, LLC
A Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

EXHIBIT H

LIST OF FRANCHISEES

Current Franchisees

Names of all current operational franchisees and the address and telephone number of each of their Ninja Nation Businesses as of the end of our previous fiscal year:

Name	City and State	Telephone Number
Kevin Cassidy	14120 Statesville Rd., Huntersville, NC 28078	704-327-2929
Bill and Mary Jane Journey	7140 Dena Drive, Frisco, TX 75033	214-929-6641

Names of all current franchisees that have signed a Franchise Agreement, but are not yet operational as of the end of our previous fiscal year:

Name	Address	Telephone Number
Jeffrey Parkinson*	10679 Manor Stone Dr. Littleton, CO 80126	312-771-3645
Ryan & Tara Kinney	505 Vinings Ct. Franklin, TN 37067	310-623-7035
Atlas Cage and Tatiana Jitkoff*	PO Box B, Kingsville, TX 78364	915-244-7594

* These franchisees are operating under a Multi-Unit Development Agreement.

Former Franchisees

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

None.

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	June 1, 2022
Minnesota	June 16, 2022
New York	PENDING
North Dakota	May 17, 2022
Rhode Island	
South Dakota	
Virginia	September 18, 2022
Washington	
Wisconsin	April 29, 2022

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

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Ninja Nation Fitness Group, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[Michigan law requires that Ninja Nation Fitness Group, LLC give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

If Ninja Nation Fitness Group, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit E.

The franchisor is Ninja Nation Fitness Group, LLC, located at 558 Castle Pines Pkwy., Unit B4-109, Castle Pines, Colorado 60108.

Issuance date: April 29, 2022.

The franchise sellers for this offering are Wayne Cavanaugh, Lucas Clarke and Geoff Britten. Their principal business address is 558 Castle Pines Pkwy., Unit B4-109, Castle Pines, Colorado 60108; (970) 632-2888.

We authorize the respective state agents identified on Exhibit E to receive service of process for us in the particular states.

I received a disclosure document dated April 29, 2022, that included the following Exhibits:

A. Financial Statements
B. Franchise Agreement (including Mobile Unit Addendum)
C. Multi-Unit Development Agreement
D. Operations Manual Table of Contents
E. List of State Administrators/Agents for Service of Process
F. Franchisee Representations Document
G. State-Specific Additional Disclosures and Agreement Riders
H. List of Franchisees

Date	Prospective Franchisee [Print Name]
(Date, sign, and return to us at our address above or by email to franchise@ninjanation.com)	Signature of Prospective Franchisee

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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Issuance date: April 29, 2022.

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F. Franchisee Representations Document
G. State-Specific Additional Disclosures and Agreement Riders
H. List of Franchisees

Date	Prospective Franchisee [Print Name]
(Date, Sign, and Keep for Your Own Records)	Signature of Prospective Franchisee