FRANCHISE DISCLOSURE DOCUMENT

NOVUS GLOBAL

Novus Global Franchising, LLC, a Delaware limited liability company
13900 Marquesas Way, #4435, Marina Del Rey, CA 90292
Phone: (201) 252-7112 Website: https://novus.global

As a franchisee, you will operate a business providing executive coaching and personal, professional and leadership development training for individuals, teams, and companies under the name "Novus Global™."

The total investment necessary to begin operation of a Novus Global™ Human Development Franchise is between $52,550 and $90,550. This includes between $37,350 (for training one person) and $42,750 (for training (2) individuals, including your Designated Executive Coach and your Operations Owner) that must be paid to the franchisor or its affiliates.

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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Tricia Harding, at Novus Global Franchising, LLC, 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292, phone (201) 252-7112 or email: tricia@novus.global.

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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: June 19, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Novus Global™ 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 Novus Global™ franchisee?	Item 20 and Exhibit J list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.

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

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

MICHIGAN SPECIFIC-NOTICE

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 of 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 thirty (30) days, to cure each 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 your Human Development Franchise are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five (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 six (6) months 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 of Michigan. 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 qualification or standards.

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

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

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

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

(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.

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

Note: Despite subparagraph (f) above, we intend, and we and you agree to fully enforce the arbitration provisions of the Franchise Agreement. We believe that paragraph (f) is unconstitutional and cannot preclude us from enforcing these arbitration provisions. You acknowledge that we will seek to enforce this section as written.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Attorney General's Department for the State of Michigan, Consumer Protection Division, Franchise Section, 670 Law Building, 525 W. Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, "we", "us," or "our" means Novus Global Franchising, LLC, the franchisor. "You" or "your" means the legal entity to whom we grant a franchise, whether you are a corporation, partnership, limited liability company or other legal entity ("Business Entity") and includes all persons with an ownership interest in the Business Entity ("Owner(s)").

The Franchisor, its Parent, and its Affiliates

We are a Delaware limited liability company that was formed on June 28, 2022. Our principal business address is 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292. We do business under the name "Novus Global™," and other trademarks we designate (the "Marks"). We began offering franchises in January 2024. We do not conduct any business activities other than franchising.

Our parent is Novus Intermediate Holdings LLC, ("Intermediate"), a Delaware limited liability company that was formed on February 13, 2020. Its principal business address is 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292. Intermediate does not provide products or services to franchisees. Intermediate has never offered franchises in any line of business.

Our affiliate Novus Global Corporation is a California corporation that was formed on April 1, 2015 ("Novus Global"). Its principal business address is 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292. Novus Global has offered coaching services like the ones you will offer since April 2015. Novus Global has never offered franchises or conducted any other line of business.

Our affiliate, The Institute for Meta Performance, LLC, is a Delaware limited liability company that was formed on February 13, 2020 ("Institute"). Its principal business address is 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292. Institute offers executive coach training, certification and other related services to individuals and companies, and has since its inception. Institute provides all required training to our franchisees. Institute has never offered franchises or conducted any other line of business.

Our affiliate, Noble Media Corporation, is a Delaware corporation that was formed on February 13, 2020 ("Noble Media"). Its principal business address is 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292. Noble Media provides video and marketing collateral to franchisees. Noble Media has never offered franchises or conducted any other line of business.

Our affiliate, Novus Global Licensing, LLC, is a Delaware limited liability company that was formed on December 1, 2022 ("Licensing"). Its principal business address is 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292. Licensing licenses to us the intellectual property that we, in turn, license to you to use for your Human Development Franchise. Licensing has never offered franchises or conducted any other line of business.

Our affiliate, Novus Global Operations, LLC, is a Delaware limited liability company that was formed on July 28, 2022 ("Operations"). Its principal business address is 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292. Operations will bill your client, collect fees paid by your clients, and distribute payments to you. Operations has never offered franchises or conducted any other line of business.

Other than as stated above, we do not have any parents, predecessors, or affiliates. We have never offered franchises in any other line of business. Other than as stated above, we do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

The Franchise

We offer businesses that provide executive coaching, personal development, professional development, retreats, speaking engagements, courses, leadership training, and other media and for individuals, teams and companies ("Clients") operated under the Marks ("Human Development Franchise"). Each Human Development Franchise provides these services through an executive coach, who must complete our required training and be authorized to provide coaching services ("Executive Coach"). As the franchisee, you must designate an Owner to be the Executive Coach for your Human Development Franchise throughout the term of the Franchise Agreement ("Designated Executive Coach"), and you may designate one additional Owner to be an Executive Coach, with our prior approval, for a maximum of two (2) Executive Coaches. If you have an Owner who will not be an Executive Coach, but who will be managing your Executive Franchise Business ("Operations Owner"), your Operations Owner must complete our required training.

Human Development Franchises are operated under a system that includes our valuable know-how, information, trade secrets, training methods, Brand Standards Manual, standards, designs, trademark usages, copyrights, sources and specifications, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of an Human Development Franchise, all of which may be changed, improved, and further developed from time to time (the "System").

Each Human Development Franchise will typically be conducted from your home office, although you have the option of operating from a small commercial space. You must operate your Human Development Franchise following our standard business operating practices and sign our standard franchise agreement ("Franchise Agreement"). Your Human Development Franchise must offer the products and services we authorize and require you to offer. We reserve the right to add, modify, or delete any services or products that you must offer or sell at your Human Development Franchise at any time upon written notice to you in our sole discretion. You must also obtain all necessary permits, licenses and approvals to operate your Human Development Franchise.

Market and Competition

The market for our services and products generally is developing and competitive. You will have to compete with other national and local businesses offering executive or business coaching, consulting, mentoring, retreats, speaking engagements, courses, other media, and business and leadership related training or similar products and services to individuals, teams and companies. You may also compete with other Novus Global™ Human Development Franchises.

Industry-Specific Regulations

You must comply with all local, state and federal laws and regulation applicable to your Human Development Franchise. We are not aware of any industry-specific laws or regulations that would apply to your Human Development Franchise, but you may need to obtain licensing and certifications (as required by your state or local law) to provide the services. However, you will be subject to various federal, state and local government laws and regulations that apply to the operation of service businesses generally, which may include those related to licensing, employee hiring, employee wages and related matters, occupational health and safety, insurance, and advertising.

Agents for Service of Process

Our agents for service of process are listed on Exhibit A to this Disclosure Document.

ITEM 2

BUSINESS EXPERIENCE

Jason Jaggard - Chief Executive Officer

Jason Jaggard has been our Chief Executive Officer since our inception in April 2015. Mr. Jaggard is also currently the CEO of Novus Global Operations, LLC and has held this position since its formation. He also previously served as CEO of our predecessor, Novus Global Corporation from the time of its formation in April 2015.

Tricia Harding – Chief Operating Officer

Tricia Harding is our Chief Operating Officer and has held this position since our formation. Ms. Harding is also currently the COO of Novus Global Operations, LLC and has held this position since its formation. She also served as COO of our predecessor, Novus Global Corporation, beginning in October 2020 and previously served as its VP of Operations from March 2018 to October 2020.

David Miller - Chief Expansion Officer

David Miller is our Chief Expansion Officer and has held this position since our formation. Mr. Miller is also currently the Chief Expansion Officer of Novus Global Operations, LLC and has held this position since its formation. He also served as CPO of our predecessor, Novus Global Corporation, beginning in October 2021. From January 2019 to October 2021, Mr. Miller was the VP of Coaching for Slingshot Group in Irvine, California, and between August 2016 to January 2019, he was Lead Associate in the Coaching Division.

Sherry El-Gawley - Chief Marketing Officer

Sherry El-Gawley is our Chief Marketing Officer and has held this position since January 2024. Between January 2023 and January 2024, Ms. El-Gawley was the Founder and CEO of Comma NYC in New York, New York. Between March 2020 and February 2022, Ms. El-Gawley was the Head of US Marketing of the Ralph Lauren Fragrance for the L'Oreal company in New York, New York. Between February 2018 and March 2020, Ms. El-Gawley was the Assistant Vice President of Atelier Cologne for the L'Oreal company in New York, New York.

Joseph King Barkley, President of the Institute of Meta Performance

Joseph King Barkley is the President of our affiliate, the Institute for Meta Performance in Marina Del Rey, California, a position he has held since April 2023. From April 2023 to March 2024, Mr. Barkley was Director of Coaching Development and from August 2022 to the present he has been an Executive Coach for Novus Global, LLC in Marina Del Rey, California. Between June 2014 and February 2022, Mr. Barkley was the Senior Pastor for Radius Church in Los Angeles, California.

Joseph Thompson, Vice President of the Institute of Meta Performance

Joseph Thompson is the Vice President of our affiliate, the Institute for Meta Performance in Marina Del Rey, California, a position he has held since April 2023. From February 2022 to April 2023, he was the Director for the Institute for Meta Performance. From February 2021 to the present, he has been an Executive Coach for Novus Global, LLC in Houston, Texas. Between August 2019 and June 2023, Mr. Thompson was an Adjunct Professor for Lone Star College (an online school). Between January 2016 and August 2020, Mr. Thompson was the Head of School for Fusion Education Group in The Woodlands, Texas.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

Application Fee

If you want to become a franchisee, you must apply and pay us an application fee of $4,250. We use the application fee to evaluate you as a franchisee candidate. The application fee is not refundable under any circumstances; if we decide not to offer you a franchise or you decide not to purchase a franchise, we will not refund the application fee to you.

If we decide to offer a franchise to you, and you accept, we will credit a portion of the application fee in the amount of $3,000, toward the fee you must pay us for the Initial Training Program towards the Prosper Certification fee.

Initial Franchise Fee

You must pay us an initial franchise fee of $3,500 in a lump sum when you sign the Franchise Agreement.

If, at the time you submit your application to become a franchisee, you own an existing business that is substantially similar to an Human Development Franchise, we may agree for you to convert your existing business to an Human Development Franchise. If we offer you a conversion franchise, you must pay an initial franchise fee of $2,000 in a lump sum when you sign the Franchise Agreement.

Your initial franchise fee is not refundable under any circumstances.

Initial Training

We will provide the initial training and training materials to your Designated Executive Coach through the Institute for a fee of $32,600 per person ("Initial Training Program"). Of this amount, $21,800 is due thirty (30) days prior to your attending Foundations Training, and $10,800 is due thirty (30) days before attending Prosper Certification. This fee, less a ten percent (10%) discount, will also be due for each additional individual, beyond the first person, who wishes to attend the Initial Training Program,

We will credit a portion of the application fee, in the amount of $3,000, toward the fee you must pay us for the Initial Training Program. You must pay this fee to us thirty (30) days prior to beginning the initial training and we will forward payment to Institute. The initial training program is provided in two parts, which may be taken concurrently: Foundations Meta Performance Coach Training ("Foundations

Training") and Novus Global Prosper Certification ("Prosper Certification"). Your Designated Executive Coach must attend and successfully complete the initial training program.

If you have an Operations Owner, your Operations Owner must attend training modules offered by Institute in business operations and GOLIVE Culture, which are part of the Prosper Certification. The fee for this management training is currently $5,400 per person. This fee is not refundable.

If your Designated Executive Coach has already completed a training program in ontological coaching, we may exempt you from certain elements of the Foundations Training and will reduce the training fee accordingly. If your Designated Executive Coach has already completed a training program in ontological coaching and currently creates at least $10,000/month in coaching revenue, we may also exempt you from certain modules of the Prosper Certification and will reduce the training fee accordingly. We will communicate these reductions to you prior to signing the Franchise Agreement.

If we terminate the Franchise Agreement before you attend the Prosper Certification portion of the training, we will refund 60%, or $6,480, of the Prosper Certification fee you paid us. Otherwise, we will not refund any portion of the initial fees you paid us.

These initial fees are uniform to all franchisees new to the System under this offering. We may offer discounts on these fees to coaches who have worked for us or our Affiliates.

ITEM 6

OTHER FEES[1]

Type of Fee	Amount	Due Date	Remarks
Fees You Will Pay Us Every Month			
Royalty Fee	Before your Designated Executive Coach completes Foundations Training the Royalty Fee is: a) 30% of your Gross Revenue up to $4,000 in the previous month; plus b) 23% of your Gross Revenue exceeding $4,000 in the previous month. For six months after your Designated Executive Coach completes Foundations Training, the Royalty Fee is: a) $900 per month per Executive Coach; plus b) 23% of your Gross Revenue exceeding $4,000 in the previous month. Beginning with the seventh month after your Designated Executive Coach completes	We will deduct the Royalty Fee from amounts we collect on behalf of your Human Development Franchise, once per month, on the 10th day of the month or other day of the month we designate in the Brand Standards Manual.	The Royalty Fee is based on your Gross Revenue during the previous month (or other period we designate).

Type of Fee	Amount	Due Date	Remarks
	Foundations Training and continuing for the term of the franchise agreement, the Royalty Fee is: a) $1,250 per month per Executive Coach; plus b) 23% of your Gross Revenue that exceeds $4,000 in the previous month. After your Gross Revenue exceeds $180,000 in a calendar year, the percentage charged on Gross Revenue exceeding $4,000 in a month is reduced from 23% to 19% for the rest of that year (Notes 2 and 3).		
Advertising Fund Contribution	1.75% of your Gross Revenue beginning the month after you complete Foundations Training (Notes 2 and 3).	We will deduct the Advertising Fund Contribution from amounts we collect on behalf of your Human Development Franchise, once per month, on the 10th day of the month or other day of the month we designate in the Brand Standards Manual. (Note 3)	The Advertising Fund Contribution is based on your Gross Revenue during the previous month (or other period we designate).
Technology Fee	$250 per month per user. This fee is subject to increase. However, we will not increase the Technology Fee more than once per year.	We will deduct the Technology Fee from amounts we collect on behalf of your Human Development Franchise, once per month, on the 10th day of the month or other day of the month we designate in the Brand Standards Manual. (Note 3)	Includes a software suite required for the operation of your Human Development Franchise and one email address per user. Your Designated Executive Coach will not be required to pay this fee until the month after completing the Foundations Training.
Servicing Fee	6%/12%/18% of the contract amount, where two or more franchisees are providing services.	We will deduct the Servicing Fee from amounts we collect on behalf of your Human Development Franchise, once per month, on the 10th day of the month or other day of the month we designate in the Brand Standards Manual. (Note 3)	If a contract is serviced by two or more Human Development Franchises, you must pay us a Servicing Fee. The percentage charged for the Servicing Fee is determined upon review of the contract and is based upon the number of franchisees involved, the number of training hours to be provided, the total value of the contract, the number of individuals receiving coaching or training services or the type of client

Type of Fee	Amount	Due Date	Remarks
			receiving services. Our current guidelines for the Servicing Fee we will charge and the services we will provide for these contracts is published in the Brand Standards Manual.
Fees Based On Your Request Or Need			
Advertising Materials	Our actual costs incurred for creating advertising and promotional materials, plus an administrative fee equal to 10% of those costs.	Payable upon ordering or shipping of materials	We may create advertising and promotional materials for Human Development Franchises. We have the right to require reimbursement for our costs of creating them.
Additional Required or Requested Training	The Institute's then-current tuition fee for the required or requested training course as published in the Brand Standards Manual, currently between $2,700 and $10,800. You must pay all travel, meal, lodging, salary, and living expenses to attend the training. Also, you must pay all travel, lodging, meals, and other expenses we incur.	Prior to the training.	In the event your Human Development Franchise is not being operated as required by the Brand Standards Manual, we have the right to require your Designated Executive Coach and/or Operations Owner, as determined in our discretion, to attend training courses conducted by Institute, which will occur (at our option) in Los Angeles, California, virtually or other designated location. You may also request additional training courses conducted by Institute, which will occur (at our option) in Los Angeles, California, or other designated location.
Transfer Fee	$10,000	No fewer than ten (10) business days before you complete your transfer.	Applicable only if you choose to transfer your Franchise Agreement. Our consent is required for any transfer.
Successor Franchise Fee	$5,000	Upon signing your successor franchise agreement.	Payable if you wish to obtain the right to continue operating as our franchisee after the end of your initial franchise term.
Advertising Materials	Our actual costs incurred for creating advertising and promotional materials, plus an administrative fee equal to 10% of those costs.	Payable upon ordering or shipping of materials	We may create advertising and promotional materials for Human Development Franchises. We have the right to require reimbursement for our costs of creating them.

Type of Fee	Amount	Due Date	Remarks
Supplier or Product Approval Fee	Our actual costs incurred to review your request plus an administrative fee of equal to 10% of those costs.	Upon Demand	If you want to purchase a supply or product from an unapproved supplier, you must reimburse us for the expenses we incur in evaluating such new supplier.
Conference Fee	Amount we designate, currently $150 per month for each person who attends. You must pay all travel, meal, salary, and living expenses to attend the Conference.	We will deduct the Conference Fee from amounts we collect on behalf of your Human Development Franchise, once per month, on the 10th day of the month or other day of the month we designate in the Brand Standards Manual. (Note 3)	Each Executive Coach must attend our annual conference. The Conference Fee pays for attendance at the annual conference. We may require attendance at other conferences or meetings, but will not be require each Executive Coach to attend more than 2 meetings, or spend more than 4 days at any meeting, in any calendar year.
Fees We Have The Right To Charge Only Under Certain Circumstances			
Audit Fees	Actual cost we incur to conduct the audit, plus the underreported fees, late fees, and interest on the fees you did not pay as required at the rate of 1.5% per month.	As incurred.	Payable only if the audit shows an understatement greater than 2% of reported amounts
Management Fee	An amount equal to $300 for each day that we manage your Human Development Franchise.	As incurred.	Due when we (or a third party) manage your Human Development Franchise after the death or disability of your Designated Executive Coach (if your estate intends to continue operating your franchise), or if we exercise our step-in rights due to your uncured default of the Franchise Agreement.
Late, Dishonored Payment, or Insufficient Funds Fee	$50 each time.	As incurred.	Payable only if you do not pay your bills on time, if any check, electronic payment or other payment you tender to us is not honored for any reason.
Costs, administrative expenses, and attorneys' fees	Will vary under circumstances (Note 5).	Upon settlement or conclusion of a claim or action; in resolution of our efforts to collect past-due fees from you; or when we take action against you in response to your default of the Franchise Agreement.	Due when you do not comply with the Franchise Agreement.

Type of Fee	Amount	Due Date	Remarks
Interest	Daily equivalent of 1.5% per month simple interest of the delinquent amount or the highest rate permitted by law, whichever is less.	Payable when any payment is overdue.	Payable only if you do not pay your bills on time. Interest begins from the date of underpayment.
Insurance	Our cost of premiums, plus an administrative fee equal to 15% of the cost of the premiums.	Upon demand.	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Indemnification	Will vary under circumstances.	As incurred.	Payable to indemnify us, our affiliates and owners, officers, employees, agents, successors, and assigns against all claims related to your ownership and operation of your Human Development Franchise.
Liquidated Damages	The combined monthly average of your Royalty Fees (without regard to any fee waivers or other reductions) beginning with the date on which you open your Human Development Franchise through the date of early termination, multiplied by the lesser of: (i) 24 months, or (ii) the number of full months remaining in the Term.	Within fifteen (15) days of the early termination of your franchise.	Due only if we terminate the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause.

1. All fees paid to us are non-refundable under any circumstances once paid. Fees paid to vendors or other suppliers may or may not be refundable depending on the vendors and suppliers. All fees or money that you owe to us or our affiliates will be deducted from the amounts we collect on your behalf from your clients. If the amounts we collect on your behalf are not sufficient to pay the fees or money you owe us, you must pay the amount due by electronic transfer by the due date. While it is our intention that these initial fees be uniform to all franchisees new to the System under this offering, we reserve the right to reduce the amount or change the terms of payment based on a franchisee's specific circumstances.

2. "Gross Revenue" means all revenue accrued from the sale of all products and performance of services by, through or from your Human Development Franchise, whether for cash or credit and regardless of collection in the case of credit, and income of every kind and nature related to your Human Development Franchise. Gross Revenue includes insurance proceeds and/or condemnation awards for loss of sales, profits or business, as well as the full retail value of any gift certificate or coupon sold for use at your Human Development Franchise (fees retained by or paid to third party sellers of such gift certificates or coupons are not excluded from Gross Revenue). Gross Revenue also includes fees you earn from referring clients to another Human Development Franchise. Gross Revenue does not include:

(i) the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from Clients, provided that the amount of any such tax is shown separately and, in fact, paid by you to the appropriate governmental authority; or

(ii) cash refunds to Clients and valid coupons given by your Human Development Franchise and used by Clients, provided the full price of any product or service was first included in your Gross Revenue.

3. We (or our affiliate(s)) invoice and collect all payments made by your clients. We will establish and maintain exclusive control over the bank accounts into which we will deposit all payments from your clients. Each month, we determine your Gross Revenue based upon the amount we collect on your behalf for products and services your Human Development Franchise provided to clients or has otherwise generated. We will deduct the fees you owe us and pay you the amounts remaining on or after the tenth day of each month.

For prepaid services, we will calculate the value of the services you performed for the prepaying client (following your agreement with the client) and credit that amount towards your Gross Revenue (but not the full value of the prepaid package, which we will continue to hold and apply on your behalf monthly). If the amounts we collect on your behalf are not sufficient to pay the fees you owe us, you must pay fees that are due to us on the tenth day of each month, or other day of the month we designate in the Brand Standards Manual.

Each monthly payment will be accompanied by a statement setting forth the amount of Gross Revenue deposited into our accounts during the previous month and a calculation of the payment due to you. You are responsible for the reconciliation and verification of all payments, prepaid packages charged, charge-backs and all other charges and expenses listed on the monthly accounting statement provided to you on the tenth day of each month. If any errors or discrepancies are discovered on the monthly accounting statement, you are responsible for reporting the errors or discrepancies to us for review within a reasonable time period.

4. If we prevail in any action against you to secure or protect our rights under the Franchise Agreement, or to enforce the terms of the Franchise Agreement, we will be entitled to recover from you reasonable attorneys' fees and court costs. If we become a party to any action or proceeding concerning the Franchise Agreement, or any agreement between us and you, or your Human Development Franchise, as a result of any claimed or actual act, error or omission of you or your Human Development Franchise, then you will be liable for our reasonable attorneys' fees incurred by us in the action or proceeding.

Further, if we are required to engage a collection agency, use legal counsel, or hire any third party in connection with any failure by you to: (a) pay us amounts when they are due; (b) submit when due any reports, information, or supporting records; or (c) otherwise comply with the Franchise Agreement, you must reimburse us for all of our costs and expenses of enforcement and collection, including our reasonable: (i) legal fees; (ii) investigation fees; (iii) travel expenses of our employees or agents; and (iv) hourly charges of our employees or agents.

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ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Application Fee	$4,250	Lump Sum	Upon Submission of your Application for a Franchise	Us
Initial Franchise Fee	$3,500	Lump Sum	Upon Signing the Franchise Agreement	Us
Initial Training for Designated Executive Coach	$32,600	Lump Sum	Paid in two payments: $21,800 due thirty (30) days prior to attending Foundations Training, and $10,800 due thirty (30) days before attending Prosper Certification.	Us to forward to the Institute, or, at our option, Institute. We apply $3,000 of your Application Fee to the $10,800 payment due before the Prosper Certification.
Marketing	$0 to $10,000	As Incurred	As Agreed	Suppliers
Furnishings (Note 1)	$1,500 to $5,000	As Incurred	As Agreed	Approved Suppliers
Equipment (Notes 2 and 3)	$1,500 to $5,000	As Incurred	As Agreed	Approved Suppliers
Licenses (Note 3)	$500 to $1,500	As Incurred	As Agreed	City / State / County / Licensing Authority
Insurance Deposits and Premiums (3 months)	$2,500	As Incurred	As Agreed	Insurance Carrier
Professional Fees	$1,000 to $5,000	As Incurred	As Agreed	Accountant(s) and Attorney(s)
Travel, Lodging, and Meal Expenses for Initial Training (Note 4)	$200 to $3,200	As Incurred	As Agreed	Us, Airlines, Hotels, Rental Car Companies, Human Development Franchises, and Others
Additional Funds (3 months) (Note 5)	$5,000 to $18,000	As Agreed	As Incurred	Employees, Marketing Companies, Other Approved Suppliers
TOTAL ESTIMATED INITIAL INVESTMENT (NOTE 6)	$52,550 to $90,550			

(Please see Notes below, which are an integral part of this Item)

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Human Development Franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing from third parties depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and the lending policies of financial institutions from which you request a loan.

The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Human Development Franchise may be greater or less than the estimates given depending upon your location, and current relevant market conditions. Payments you make to us and our affiliates are not refundable under any circumstances. We do not know whether any of the money you pay to third parties will be refundable. In compiling this chart, we relied on our affiliate's experience operating a Novus Global™ Human Development Franchise in Los Angeles, California that is similar to the practicebeing offered to you.

1. Furnishings. You must obtain and use furnishings meeting our specifications, including, but not limited to a desk, specific lighting, ergonomic seating and a curated background. This estimate assumes that your furnishings will be purchased and not leased.

2. Equipment. You must obtain equipment meeting our specifications, including, but not limited to a laptop computer, external computer monitor, webcam, printer, internet service, a dedicated phone number, wireless router and a whiteboard or iPad.

3. Licenses and Permits. These are estimates of obtaining local business licenses which usually remain current for one calendar year. The costs of these permits and licenses will vary greatly depending on the geographic area in which your Human Development Franchise is located.

4. Travel and Lodging Expenses for Initial Training. We require your Designated Executive Coach to participate in our initial training program described further in Item 11. This estimate includes an approximate cost for travel, meals, lodging and other related expenses for one (1) attendee to attend the off-site initial trainings. If you have a second Executive Coach completing the initial training program, the estimated costs included here would increase. These estimates may vary depending on the mode of travel chosen, the distance traveled, and the selection of lodging and dining options.

5. Additional Funds. Additional funds is an estimate of the funds needed to cover pre- and post-opening expenses including sales taxes, recruiting, on-site training expenses, as well as additional operating capital for other variable costs (e.g., electricity, telephone, Internet service, Internet setup, etc.), paper, office supplies, cleaning, cellular telephones, and other supplies. Additional funds is also an estimate of the monies you will need on hand during the initial phase of Human Development Franchise operations. This estimate does not include an estimated salary for you and does not include payroll or other expenses associated with having employees.

In formulating the amount required for additional funds, we relied on our affiliate's experience operating a Novus Global™ Human Development Franchise in Los Angeles, California that is similar to the practicebeing offered to you. Our estimates are based on our affiliate's experience in opening, developing, and operating those Human Development Franchises.

6. Figures May Vary. This Estimated Initial Investment includes our estimates of your initial startup expenses and additional funds for the operation of your Human Development Franchise during your first three months of operation. These expenses assume that your Owner(s) will not draw a salary, and you will not have any employees. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Human Development Franchise. Your costs will depend on factors such as: how closely you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market demand for your services; the prevailing wage rate; competition; and the sales level reached during the initial period. You should conduct your own independent investigation of the costs of opening an Human Development Franchise in the geographic area in which you intend to open your Human Development Franchise. Additional funds for the operation of your Human Development Franchise will be required after the first three months of operation if sales produced by your

Human Development Franchise are not sufficient to produce positive cash flow. You should also review the figures listed in this Item 7 carefully with a business advisor before making any decision to purchase an Human Development Franchise.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To help ensure a uniform image and uniform quality of products and services throughout the Novus Global™ System, you must maintain and comply with our quality standards. Any required standards exist to protect our interest in the System and the Marks and not for the purpose of establishing any control, or the duty to take control, over those matters that clearly are reserved to you. We publish our standards, specifications, policies, and procedures in our confidential operations manuals, our training videos, and other documents (collectively, the "Brand Standards Manual") that we will loan to you.

Approved and Designated Suppliers

We will provide you with a list of approved manufacturers, suppliers and distributors ("Approved Suppliers List") and approved equipment, stationery, supplies and other items or services necessary to operate your Human Development Franchise ("Approved Supplies List"). From time to time we, our affiliate or a third-party vendor or supplier, may be the only approved supplier for certain products. The Approved Supplies List also may include other specific products without reference to a particular manufacturer, or they may designate the specifications and/or standards for other approved products. We may revise the Approved Suppliers List and Approved Supplies List. We give you the approved lists as we deem advisable.

Except for instances where we designate a single source supplier, if you wish to purchase any products or services for which we have established approved suppliers from an unapproved supplier, you may request our consent in writing, and we will be required to consider your request. The procedure for submitting a request will be outlined in the Brand Standards Manual. We will require you to reimburse us for our reasonable costs incurred with respect to evaluating a supplier or product for which you request our approval. We will have up to 60 days to conduct our evaluation before we render a decision. If we request, you must submit samples and other information as we require for testing or to otherwise determine whether the product, material or supply, or the proposed supplier meets our specifications and quality and safety standards. We may re-inspect the facilities and products of any supplier or item and revoke our approval of any supplier or item that fails to continue to meet any of our criteria. We will send written notice of any revocation of an approved supplier or item.

We apply the following general criteria in approving a proposed supplier: (1) quality of the products or items; (2) ability to make product in conformity with our specifications; (3) reputation and integrity of supplier; (4) financial condition and insurance coverage of the supplier; (5) payment terms; (6) delivery schedule; (7) conformity with local and national health laws; and (8) pricing. We do not make our specific criteria for selecting approved suppliers available to our franchisees, nor do we make our specifications known to suppliers.

Required Purchases or Leases

A list of the materials that you can, or will be required to, purchase from suppliers approved by us, and the names of those approved suppliers, will be listed in our Brand Standards Manual.

Computer System, Equipment and Furnishings

You must purchase a computer system, equipment and furnishings for your office according to our specifications, which include, but are not limited to, a desk, lighting, ergonomic seating, laptop computer, external monitor, webcam, dedicated phone number, wireless router, printer and whiteboard or iPad, and are described in our Brand Standards Manual. We are not an approved supplier of the computer system, equipment or furnishings, but we reserve the right to become approved suppliers or the only approved supplier of them in the future.

Technology Fee

You are required to pay us a monthly technology fee, which will be used to provide the required software to operate your Human Development Franchise; the technology fee is charged for each Executive Coach and Operations Owner. We (or our affiliate) are the only approved supplier for these items.

Advertising and Promotional Materials

We have the right to require you to purchase from us, or our approved third-party suppliers, advertising and promotional materials relating to the System. We and our affiliates are not an approved supplier of these materials, but we reserve the right to become approved suppliers, or the only approved suppliers of them in the future.

Insurance

You must obtain and carry, at your expense, insurance policies that we periodically require protecting you and us, and all insurance required by law. All insurance policies must name us as an additional insured party with waiver of subrogation. All policies must be underwritten by companies having an A.M. Best rating of A- or higher. We and our affiliates are not approved suppliers of the required insurance policies.

The insurance policies must include, at a minimum, the following types of coverage in the amounts listed: (1) professional liability (errors & omissions) and general liability insurance written on occurrence form coverage for the franchised business with limits of at least $1,000,000 per occurrence, $1,000,000 aggregate limit; (2) personal and advertising injury coverage of $1,000,000 per occurrence; (3) automobile liability, covering any automobile, including any hired or non-owned vehicles used in your Human Development Franchise's operation, of $1,000,000 coverage or higher amount if required by applicable law; (4) excess or umbrella liability insurance with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate; and (5) other insurance to comply with applicable law. If you host events (like training events), we require you to obtain a special events policy with a minimum coverage of $1,000,000.

If you have employees, we also recommend that you have employment practices liability insurance in an amount of $1,000,000 for each loss and $1,000,000 in costs ($2,000,000 total), workers' compensation insurance in the amounts required by law, and cyber liability insurance in the amount of at least $100,000 per incident.

The professional liability (errors & omissions) policy must be endorsed to us, as additional insured, and contain a waiver by the insurance carrier of all subrogation rights against us. You must submit proof of all insurance coverages each year.

We may unilaterally modify our insurance requirements, which modifications may include increasing minimum policy limits, by delivering to you written notice of the change through the Brand Standards

Manual. Your insurance policies must be primary and non-contributory with respect to general liability, auto liability and excess liability and provide endorsements.

Proportion of Required Purchases and Leases to All Purchases and Leases

We estimate that the purchase or lease of goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Human Development Franchise, from us or our designated or approved suppliers and distributors, or those meeting our standards and specifications, will be between 70% and 90% of your total cost to establish a Human Development Franchise and between 30% and 80% of your total cost of operating a Human Development Franchise (not including amortization, depreciation, or replacement of worn or obsolete improvements, equipment, furniture, or fixtures).

Purchasing Cooperatives, Purchasing Arrangements, Rebates, Payments, and Derived Revenue

We do not have purchasing and distribution co-operatives as of the issuance date of this Franchise Disclosure Document; however, we may negotiate alternative purchase arrangements with suppliers and distributors of approved products for the benefit of our franchisees and we reserve the right to receive rebates on volume discounts from our purchase of products that we may re-sell to you. We expect that we will negotiate prices in the future for various products for the benefit of the System, but not on behalf of or for the specific benefit of individual franchisees.

We may derive revenue or other material consideration from required purchases or leases by franchisees from approved suppliers, but as of the issuance date of this Franchise Disclosure Document, we have not derived any revenue or other material consideration from any such purchases or leases. There are no caps or limitations on the maximum amount of payments we may receive from our suppliers as the result of franchisee purchases.

We or our affiliates may derive revenue, rebates, or other material consideration from required purchases or leases by franchisees. We did not sell franchises during the 2023 fiscal year; as a result, in our last fiscal year, neither we nor our affiliates derived revenue, rebates, or other material consideration from required purchases or leases by franchisees.

Some of our officers own an equity interest in us (the franchisor) and our affiliates, and we may be an approved supplier. We do not provide material benefits, such as renewing or granting additional franchises to franchisees, based on their use of designated or approved suppliers.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section In Agreement	Item In FDD
a	Site Selection & Acquisition/Lease	Section 3.1 and Addendum 1 of the Franchise Agreement	Items 7, 8, 11, and 12
b	Pre-Opening Purchase/Leases	Sections 3.2 – 3.3, 9.2 – 9.5, 8.2, 11.1, 14.1 of the Franchise Agreement	Items 5, 7, 8, and 11

	Obligation	Section In Agreement	Item In FDD
c	Site Development & Other Pre-Opening Requirements	Sections 3.2 – 3.4 of the Franchise Agreement	Items 7, 8, and 11
d	Initial & Ongoing Training	Sections 10.1 – 10.5 of the Franchise Agreement	Items 6, 7, and 11
e	Opening	Section 3.4 of the Franchise Agreement	Item 11
f	Fees	Article 6, Section 18.7 of the Franchise Agreement	Items 5, 6, and 7
g	Compliance With Standards And Policies/Operating Operations Manual	Articles 7, 8, and 9 of the Franchise Agreement	Items 8 and 11
h	Trademarks & Proprietary Information	Articles 7 & 9 of the Franchise Agreement	Items 11, 13, 14, and 16
i	Restrictions On Products/Services Offered	Sections 9.2, 9.3, 9.4, 9.5, 9.7, & 9.10 of the Franchise Agreement	Items 8, 11, 12, and 16
j	Warranty & Client Service Requirements	Section 9.8 of the Franchise Agreement	Item 11
k	Territorial Development & Sales Quotas	Sections 2.1 and 9.10 of the Franchise Agreement	Item 12.
I	Ongoing Product/Service Purchases	Sections 9,2 9.3, 9.4, 9.5, 9.7, & 9.10 of the Franchise Agreement	Items 6 and 8
m	Maintenance, Appearance And Remodeling Requirements	Sections 9.6 & 9.7 of the Franchise Agreement	Items 8, 11, 16, and 17
n	Insurance	Section 14.3 of the Franchise Agreement	Items 7 and 8
o	Advertising	Article 8 of the Franchise Agreement	Items 6, 7, 8, and 11
p	Indemnification	Section 14.1 of the Franchise Agreement	Item 6
q	Owner's Participation, Management, Staffing	Section 9.1 of the Franchise Agreement	Items 11 and 15
r	Records and Reports	Sections 6.8, 6.9, Article 11, and Article 12 of the Franchise Agreement	Item 11
s	Inspections And Audits	Article 12 of the Franchise Agreement	Items 6 and 11
t	Transfer	Article 15 of the Franchise Agreement	Item 17
u	Renewal	Section 5.2 of the Franchise Agreement	Item 17
v	Post-Termination Obligations	Articles 16 & 18 of the Franchise Agreement	Item 17
w	Non-Competition Covenants	Article 16 of the Franchise Agreement	Items 15 and 17; Exhibit I
x	Dispute Resolution	Article 19 of the Franchise Agreement	Item 17
y	Liquidated Damages	Section 18.7 of the Franchise Agreement	Item 6

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, Novus Global Franchising, LLC is not required to provide you with any assistance.

Pre-Opening Assistance. Prior to the opening of your Human Development Franchise, we will provide the following initial services:

1. We do not provide you with necessary furnishings, equipment, signs, fixtures, opening inventory, or supplies, but we will communicate with you concerning the equipment and furnishings required for your Human Development Franchise and our standards and specifications for the equipment and furnishings. (Franchise Agreement, Article 3)

2. We will arrange for your Designated Executive Coach and Operations Owner (if any) to attend the initial training program provided by Institute before you open your Human Development Franchise. We describe the initial training program later in this Item. (Franchise Agreement, Article 10)

3. Loan to you, or provide you with electronic access to, one copy of the Brand Standards Manual. We describe the Brand Standards Manual later in this Item. (Franchise Agreement, Article 9)

Site Selection; Constructing the Premises

Because your Human Development Franchise does not require a physical location (other than a dedicated home office), we do not provide assistance in locating a site or negotiating the purchase or lease of a site. We do not have requirements for the physical location of your office. We do not require that you obtain our approval of any site for your Human Development Franchise. We do not own any premises or lease them to you, and we do not select the location of your Human Development Franchise.

We do not provide any assistance in conforming the premises to local ordinances and building codes or obtaining any required permits. We do not provide assistance in constructing, remodeling, or decorating the premises of your Human Development Franchise.

Time to Open.

We estimate that there will be an interval of time of approximately three (3) months between the execution of the Franchise Agreement and the opening of your Human Development Franchise. The factors that may affect this length of time include your Designated Executive Coach's completion of certain portions of the initial training program and delay in obtaining required equipment or furnishings. You may open your Human Development Franchise before the initial training program is completed, after your Designated Executive Coach has successfully completed the first Foundations Training 2-day Intensive and the Business Operations Module. You must open your Human Development Franchise within six (6) months of the Effective Date of the Franchise Agreement. If you do not open your Human Development Franchise within that period, we will have the right to terminate the Franchise Agreement. If we exercise that right

before you attend the Prosper training, we will refund 60%, or $6,480, of the fee you paid us for Prosper training. Otherwise, we will not refund any portion of the initial fees you paid us. (Franchise Agreement, Article 3)

Post-Opening Obligations. During the operation of your Human Development Franchise, we will:

1. Make a representative reasonably available to provide you with individual assistance, by phone or through electronic means, during normal business hours. (Franchise Agreement, Article 10)

2. Provide you with specifications and standards, and provide general guidance through meetings, including a weekly virtual meeting, printed materials, and/or other media. (Franchise Agreement, Article 10)

3. Provide you with sales, contracting, invoicing, collections and similar support. (Franchise Agreement, Article 10)

4. At your request (or if we require it in the case that you are performing below our System standards), provide your Executive Coaches and Operations Owner with additional training. You will be required to pay the Institute's then-current tuition fee for required or requested training courses, as published in the Brand Standards Manual (currently, $2,700 to $10,800). Also, you must reimburse us our reasonable travel, lodging, meals, and other expenses we incur. If the training occurs at a place other than your Human Development Franchise, you must pay for all travel, lodging, meals, and other expenses for your attendees. (Franchise Agreement, Article 10)

5. At your request, we will provide to you advertising and promotional materials that we have pre-approved for you to use in marketing your Human Development Franchise. You must pay us our costs for these items. (Franchise Agreement, Article 8).

Post-Opening Optional Assistance. During the operation of your Human Development Franchise, we may:

6. Provide you with a hosted website and website template for your Human Development Franchise and provide you with our requirements for your use of social media accounts for your Human Development Franchise. We permit you to maintain these social media accounts while you are complying with, and during the term of, your Franchise Agreement, however we have the right, in our sole discretion, to assume and exclusively control all social media accounts that you use in connection with your Human Development Franchise. (Franchise Agreement, Article 10)

7. Conduct annual or other periodic conferences and/or meetings for all franchisees, managers, and other personnel. We have the right to require Executive Coaches to attend these conferences. We currently conduct an annual conference that your Executive Coaches are required to attend, and we charge you a nonrefundable monthly fee (currently, $150 per month for each Executive Coach) to pay the cost of attendance. (Franchise Agreement, Article 10)

8. Advise you of problems with your Human Development Franchise that we discover. We may furnish to you such guidance and assistance in connection with the operation of your Human Development Franchise as we deem appropriate. (Franchise Agreement, Article 10)

9. Institute, maintain and administer a central advertising account (the "Advertising Fund") for such advertising or public relations programs, as we, in our sole discretion, may deem appropriate to promote Human Development Franchises locally, regionally, or nationally. We describe the Advertising Fund later in this Item. (Franchise Agreement, Article 8)

10. Coordinate the presence of the System on the Internet, including but not limited to, e-commerce, website use, social media and networking sites, and cyberspace applications. This includes all national, regional, state, and local websites regarding Human Development Franchises and our franchisees. We will have sole discretion and control over the design and contents of any website. For so long as you are not in default of the Franchise Agreement, we will provide you with a hosted website for your Human Development Franchise on our Internet website. We reserve the right to de-list or remove your Human Development Franchise from the website if you are not in compliance with the terms of the Franchise Agreement. We also have the right to control all use of social media and social networking sites by you that mentions or uses the Marks. (Franchise Agreement, Article 7)

11. We will periodically make changes to the products and services that we authorize and require you to sell at your Human Development Franchise. (Franchise Agreement, Article 9)

12. We may create Client loyalty programs. (Franchise Agreement, Article 9).

13. In our discretion, negotiate purchase agreements with approved suppliers to obtain discounted prices for franchisees and other Human Development Franchises in the System. (Franchise Agreement, Article 10)

14. We will provide you with the minimum and maximum prices for the products and services you sell. You are required to follow all such pricing rules or guidelines, subject to any legal requirements. If you believe prices at your Human Development Franchise should be different from the minimum and maximum prices, and you submit a request to us, we may grant you an adjustment at our sole discretion. We will respond to your request within fourteen (14) days of our receiving it from you. (Franchise Agreement, Article 9).

There is no specified date or time for us to complete our obligations stated above. Other than those mentioned above, we do not provide other supervision, guidance, or services during the operation of your Human Development Franchise.

Advertising

Local Advertising

We may require you to spend, on a monthly basis, an amount we designate, up to four percent (4%) of your Gross Revenue on your local advertising and marketing efforts. All of your advertising, promotion, and marketing must be completely clear, factual, and not misleading, and must conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we periodically require. Before you use them, you must send us or our designated agency, for review, samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved. If you do not receive a written response from us within seven (7) days of the day you submit them to us, they are deemed disapproved. You may not use any advertising, promotional, or marketing materials that we have not approved or that we have disapproved.

You may use, reference, or promote the Marks or System in connection with social media networks or platforms, but you may do so only with our approval. You are permitted to have an individual website for your Human Development Franchise if we approve it (and you must always comply with our requirements for such website). We may provide you with a landing page on our website, which we will govern. (Franchise Agreement, Article 8.2).

Advertising Fund

We have a fund for marketing the System, the Marks, and Human Development Franchises (the "Advertising Fund"). You are required to pay us on a monthly basis (or other period we designate) a continuing Advertising Fund Contribution. Your Advertising Fund Contribution will be one and three quarters percent (1.75%) of your monthly Gross Revenue. The fees you pay to the Advertising Fund are not refundable.

Your contribution to the Advertising Fund will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Advertising Fund, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Human Development Franchises owned by us will not contribute to the Advertising Fund on the same basis as franchisees.

The Advertising Fund will be administered by us, our affiliate, or designees, at our discretion. We may use in-house resources, a professional advertising agency, or media buyer to assist us. The Advertising Fund may be commingled with our operating account and may not be in a separate bank account, commercial account or savings account.

We have complete discretion on how the Advertising Fund will be utilized, except that we must use the money in the Advertising Fund for marketing and advertising the Marks and System. We may use any media for disseminating Advertising Fund advertisements, including direct mail, print ads, the Internet, radio, billboards, and television. Media coverage may be local, regional, or national. We may reimburse ourselves, our authorized representatives or our affiliates from the Advertising Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other direct or indirect expenses associated with the programs funded by the Advertising Fund. We are not obligated to spend any amount on advertising in the area where your Human Development Franchise is located. We do not guarantee that advertising expenditures from the Advertising Fund will benefit you or any other franchisee directly or on a pro rata basis. We will not use the Advertising Fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement or website indicating "Franchises Available" or similar phrasing.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Advertising Fund or to maintain, direct or administer the Advertising Fund. Any unused funds that were collected in any calendar year will (in our sole discretion) either be refunded or applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Advertising Fund on any terms we deem reasonable.

The Advertising Fund is not audited. Upon your written request (which must be at least 90 days after the end of the previous fiscal year) we will provide to you an annual accounting for the Advertising Fund that shows how the Advertising Fund proceeds were spent during the previous year. We did not collect or spend any Advertising Fund Contributions during our last fiscal year. (Franchise Agreement, Article 8)

Advertising Council; Cooperatives.

You are not required to participate in a local or regional advertising cooperative. We do not have an advertising council composed of franchisees, but we reserve the right to create one.

Computer System

You must purchase and use in your Human Development Franchise a computer system meeting our requirements (the "Computer System"). The Computer System will consist of the items below:

HARDWARE
A laptop computer with Windows or Macintosh operating system with at least 16GB of RAM, and a processor capable of running multiple memory-intense and processor-intense applications at the same time as a robust video conferencing platform such as Zoom.
External monitor
iPad or similar tablet capable of integrating with Zoom in order to share a separate screen capable of presenting a real-time drawn image or text.
HD Webcam.
Wireless Router and home internet connection capable of download speeds of at least 50Mbps and upload speeds of at least 5Mpbs.
REQUIRED SOFTWARE
G-Suite Business (includes email, sheets, docs, and meet)
Asana
Zoom
Airtable Basic Access
Hubspot
Typeform
Survey Monkey
Trainual
Slack

We estimate that the cost of purchasing or leasing the Computer System will range from $1,500 to $5,000 (depending on whether you already own equipment meeting our standards). If you lease your equipment, the monthly leasing fee will depend on factors such as lease term, lease rate, down payment, residual value, credit worthiness of lease. You are required to pay us a Technology Fee, currently $250 per month per user, for a license for your Executive Coaches, Operations Owner (if any), employees and contractors to use the required software for your Human Development Franchise. We have the right in our discretion to reduce this fee if you and your employees need a reduced level of access.

You will be responsible to upgrade or update the Computer System during the term of the franchise, to ensure the system adheres to the most current software versions and software license terms.

We reserve the right to require you to upgrade or update the Computer System or any of the required software at any time. There are no contractual limitations on the frequency and cost of this obligation. We need not reimburse you for any of these costs. We have independent, unlimited access to the information generated by the Computer System. We or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop and maintain, on your signing of a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights concerning, the software or technology.

Neither we, nor any affiliate or third party, will be obligated to provide ongoing maintenance, repairs, upgrades or updates for the Computer System. We currently do not require that you purchase a maintenance, repair, upgrade or update service contract for the Computer System, but we reserve the right to do so in the future. The annual cost of any optional or required maintenance, updating, upgrading, or support contracts

will be dictated by the Computer System or Information Technology supplier, which we estimate to be $2,000 annually.

You must enter all information regarding your clients, your revenue, and your Human Development Franchise into the Computer System, and we will have the unlimited right to independently access all of the information that is generated or stored on your Computer System. There are no limitations on the type of information we can access, or the times or frequency of when we access such information. No compatible equivalent component or program has been approved by us. (Franchise Agreement, Article 11).

Brand Standards Manual

We will loan you one copy of the Brand Standards Manual after you sign the Franchise Agreement. The purpose of the Brand Standards Manual is to communicate to you and our other franchisees both our requirements and our suggestions for the operations of your Human Development Franchise, so that Clients of the System have a uniform and quality experience across Human Development Franchises. The Brand Standards Manual is not intended to mandate how you handle employment issues with your employees, except to the extent that their conduct has a direct bearing on the System or the Marks.

We may modify the Brand Standards Manual at any time. Its total number of pages is 193. The number of pages devoted to each topic is reflected in the Table of Contents. We will notify you if there are any changes made to the policies or procedures so that you can comply. You must update your copy of the Brand Standards Manual, as instructed by us. We disclose the Table of Contents to the Brand Standards Manual as Exhibit E to this Franchise Disclosure Document. (Franchise Agreement, Article 9).

Initial Training Program

Your Designated Executive Coach must attend the initial training program, which is comprised of Foundations Training and Prosper Certification. Institute conducts the training, and the training lasts for approximately six (6) months, depending on your Designated Executive Coach's progress and performance. The Institute offers the program at least two times per year. The classes will be held at the Institute in Los Angeles, California, at another location we or the Institute designates (which may be virtual). You will pay a total training fee of $32,600 per person, as described in Item 5. You are responsible for all of your Designated Executive Coach's costs to attend the training, such as travel, lodging and meals.

Your Operations Owner, if applicable, must attend training modules offered by Institute in business operations and GOLIVE Culture, which are part of the Prosper Certification. The fee for this management training is $5,400 per person.

If, in our sole discretion, we approve your request to designate another Owner as the second Executive Coach for your Human Development Franchise, he or she would also need to attend the initial training program and complete the training to our reasonable satisfaction, before providing any coaching services. You would be required to pay the application and training fee described in Item 5 (less a ten percent (10%) discount). You are also responsible for all of his or her costs to attend the training, such as travel, lodging and meals.

If your Designated Executive Coach has already completed a training program in ontological coaching, we may exempt you from certain elements of the Foundations Training and will reduce the fee for the initial training program accordingly, in our sole discretion. If your Designated Executive Coach has already completed a training program in ontological coaching and currently creates at least $10,000/month in coaching revenue, we may also exempt you from certain modules of the Prosper Certification and will reduce the fee for the initial training program accordingly, in our sole discretion.

Your Designated Executive Coach must complete the initial training program to our reasonable satisfaction, as determined by the specific program instructors listed in the training schedule below and within six (6) months of signing the Franchise Agreement. Training is mandatory for your Designated Executive Coach. If your Designated Executive Coach does not complete the initial training program to our reasonable satisfaction, and we terminate the Franchise Agreement before you attend the Prosper portion of the training, we will refund 60%, or $6,480, of the Prosper Certification fee you paid us. Otherwise, we will not refund any portion of the initial fees you paid us if we terminate the Franchise Agreement due to your failure to complete training to our satisfaction.

We will not train or assist in training your employees or independent contractors. You will be responsible for training your employees and independent contractors. You will be responsible for hiring, training, directing, scheduling, and supervising your employees and independent contractors in the day-to-day operations of the Human Development Franchise according to the Brand Standards Manual.

We plan to provide training as listed in the tables below. The Foundations Training consists of two (2) onsite 2-Day Intensives, webinars, individual and group coaching sessions, coaching feedback, and self-study. The self-study includes reading, coaching, client creation, and online coursework. The Prosper Certification consists of four modules that are conducted virtually.

This training schedule is fully detailed in the Brand Standards Manual and will change from time to time. (Franchise Agreement, Articles 9 and 10).

TRAINING PROGRAM
Foundations Training

Subject	Hours of Classroom Training	Hours of Self-Study	Location
The Coaching Paradigm (on-site 2-Day Intensive)	16	10	Los Angeles, California, or other location as we may determine
Meta Performance™ Coaching (on-site 2-Day Intensive)	16	100	Los Angeles, California, or other location as we may determine
Totals	32	110	

Prosper Certification

Subject	Hours of Classroom Training	Hours of Self-Study	Location
Client Creation	12	60	Virtual
Business Operations	12	12	Virtual
Servicing Teams	8	6	Virtual
GOLIVE Culture	16	6	Virtual

Subject	Hours of Classroom Training	Hours of Self-Study	Location
Totals	48	84	

The instructional materials used for all topics of training will consist of the Brand Standards Manual and other manuals; job descriptions; specification sheets; e-learning tools; application forms; and quizzes.

The training is provided at least three times per year by Institute and conducted by a faculty that consists of Novus Global Senior Partners, Partners, Associate Partners, Executive Team Members, Operations Leaders, and Outside Experts. All faculty members are either Certified Meta Performance Executive Coaches, who have varying lengths, but at least one year, of personal experience of running their own Novus Global Executive Coaching practices or are considered experts in their specific area of focus.

Other Training

In the event you are not operating your Human Development Franchise according to the Brand Standards Manual, we have the right to require your Executive Coaches and Operations Owner to attend additional training courses, which will be provided by Institute and will occur (at our option) in Los Angeles, California, another location we designate or virtually. You may also request additional training provided by Institute, subject to availability. You will be required to pay Institute its then-current tuition fee for any required or requested training as published in the Brand Standards Manual, currently $2,700 and $10,800. You must reimburse us for all travel, lodging, meals, and other expenses we incur. You must pay all travel, meal, lodging, salary, and living expenses for your attendees if the training occurs off-site.

Your Designated Executive Coach must attend weekly meetings that we conduct for franchisees. Your Designated Executive Coach must attend and satisfactorily complete training courses that we periodically provide at the times and locations we designate. We currently require your Executive Coaches' attendance at one annual conference per year. We will not require attendance at more than 2 national or regional meetings or to spend more than 4 days at national or regional meetings or training courses (after completion of the initial training program) per calendar year. You must pay all travel, meal, lodging, salary, and living expenses for your attendees to attend any training.

ITEM 12

TERRITORY

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

Your Human Development Franchise is not for a specific location, or a location that is subject to our approval. We do not have relocation requirements.

There are no restrictions on us, on you, or on other franchisees from soliciting or accepting orders from consumers anywhere. You do not, however, have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales anywhere using the Marks, which rights we and our affiliates reserve. We and our affiliates also reserve the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales anywhere of products or services under trademarks different from the Marks. We are not required to pay you if we exercise any these rights.

You may use, reference, or promote the Marks or System in connection with social media networks or platforms, but you may do so only with our approval. You are permitted to have an individual website for your Human Development Franchise if we approve it (and you must always comply with our requirements for such website). We may provide you with a landing page on our website, which we will govern. Otherwise, you will not have the use other channels of distribution, such as catalog sales, telemarketing, or other direct marketing, to market your Human Development Franchise.

We may terminate your Franchise Agreement if, beginning on the first day of the second full year of your operations, you fail to maintain a rolling three-month average Gross Revenue of $5,000 per month. This means that at any given point, the average Gross Revenue of the preceding three months must meet or exceed the $5,000 threshold. We reserve the right to increase this requirement by 10% no more frequently than annually.

Right of First Refusal

As your Human Development Franchise is not for a specific location and does not have an exclusive or non-exclusive territory or protected area, we do not offer you the option or right of first refusal to acquire additional franchises.

Other Franchise Systems

We and our affiliates have the right to operate other Human Development Franchise concepts, but as of the date of this Franchise Disclosure Document, neither we nor our affiliates have operated or franchised, and currently have no plans to operate or franchise, other businesses selling or leasing similar products or services under different trademarks.

ITEM 13

TRADEMARKS

Under the Franchise Agreement, we grant you the nonexclusive right to use our Marks in connection with the operation of your Human Development Franchise. You may also use our other current or future trademarks to operate the Human Development Franchise.

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. We have registered, or applied to register, the following marks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

Trademark	**Application Number Application Date**	**Registration Number Registration Date**	**International Class of Goods**
Novus Global (Word Mark)	97264193 February 11, 2022 97264163 February 11, 2022		009 041
Meta Performance (Word Mark)	88771316 January 22, 2020 97310674	6687418 March 29, 2022 7090384	041 009

Trademark	Application Number Application Date	Registration Number Registration Date	International Class of Goods
	March 14, 2022 97310718 March 14, 2022 97310694 March 14, 2022	June 27, 2023 7012277 March 28, 2023 N/A	 045 016
Beyond High Performance (Word Mark)	97264364 February 11, 2022 97264353 February 11, 2022 97264350 February 11, 2022 97264336 February 11, 2022		009 041 016 045
Break Your Brain (Word Mark)	97264413 February 11, 2022 97264279 February 11, 2022		016 041
Intuitive Fence (Word Mark)	97264400 February 11, 2022 97264252 February 11, 2022		16 41
Golive Values (Word Mark)	98002618 May 18, 2023 98002614 May 18, 2023		16 41

We have filed all required affidavits relating to the registered Marks shown above. The registrations are not yet due for renewal, and therefore have not been renewed.

All Marks are owned by Jason Jaggard, who has granted to us, under license (the "Intellectual Property License"), the right to use and franchise the Marks and associated trade names, trademarks, service marks, logotypes and other commercial symbols and copyrights and proprietary materials in the United States by and to operators of Human Development Franchises. The Intellectual Property License is of perpetual duration and does not contain any significant limitations on our right to use or license the Marks to you. The Intellectual Property License may not be terminated or altered except by agreement between us and Mr. Jaggard. Except as described above, no currently effective agreements significantly limit our rights to use or license the use of the Marks.

No currently effective agreements significantly limit our rights to use or license the use of the Marks. There are presently no effective determinations by the United States Patent and Trademark Office, the Trademark

Trial And Appeal Board, the Trademark Administrator of any state or any court, nor any pending interference, opposition or cancellation proceeding or material litigation involving the Marks.

You will have the right to use all of our Marks in the operation of your Human Development Franchise. However, you must use the Marks only for the operation of your Human Development Franchise and in the manner authorized by us. You cannot use the names or Marks as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use our Marks in connection with the sale of unauthorized goods or services, or in a manner not authorized in writing by us.

You must notify us immediately in writing of any apparent infringement or challenge to your use of our trademarks. We have the sole discretion to take such action as we deem appropriate. We are not obligated by the Franchise Agreement or other agreement to participate in your defense or to indemnify you if you are a party to any administrative or judicial proceeding involving our Marks. We will have sole control over any litigation or proceeding.

You may not, without our written consent, in our sole discretion, commence or prosecute, or seek leave to intervene in any litigation or other proceeding, including any arbitration proceeding, in which you purport to enforce any right or recover any element of damage arising from the use or infringement of any of the Marks or unfair competition resulting from that use.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Marks, and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions for such modification, discontinuance, or substitution within a reasonable time after you receive notice from us. You, in connection with the use of a new or modified mark, may be required, at your own expense, to remove existing signs from your Human Development Franchise, and to purchase and install new signs. We do not have to reimburse you for the costs you incur for making these changes.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

No patents are material to the franchise.

We claim copyright protection of the Brand Standards Manual and related materials and other brand identity/marketing/advertisement/promotional materials, although such materials may not have been registered with the United States Copyright Office. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

There currently are no effective determinations of the Copyright Office (Library of Congress), or any court regarding any of the copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. There are no infringing uses actually known to us, which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend any patent, trademark, or copyright.

You must notify us immediately in writing of any apparent infringement or challenge to your use of our patents or copyrighted materials. We have the sole discretion to take such action as we deem appropriate. We are not obligated by the Franchise Agreement or other agreement to participate in your defense or to indemnify you if you are a party to any administrative or judicial proceeding involving our Marks. We will have sole control over any litigation or proceeding.

Improvements

If you make or acquire any improvements, including any enhancements, adaptations, derivative works, modifications or new processes ("Improvements") in the operation of your Human Development Franchise, you will grant-back exclusive rights in these Improvements to us in consideration of the grant of the franchise and without the payment of additional consideration. Improvements will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent that any item does not qualify as a "work-made-for-hire" for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights to the item.

We may include any Improvements we made or acquired in the System, including any and all intellectual property rights of ours and affiliate or services and products of the Human Development Franchise, Brand Standards Manual and the System for use by all franchisees, us or any affiliate. If we seek patent protection or copyright registration for any Improvements, we will do so at our own expense. You will sign or have the creator sign all documents necessary to enable us to apply for intellectual property rights protection and to secure all rights to these Improvements. You will have each of your employees sign an agreement requiring employee cooperation with these requirements. You must obtain our express written consent before making any modification or derivative work.

Confidential Information

We possess certain confidential information including the methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the operation and franchising of the System (the "Confidential Information"). We will disclose certain of the Confidential Information to you during the training programs, seminars and conventions, in the Brand Standards Manual and in guidance furnished to you during the term of the Franchise Agreement.

The Franchise Agreement provides that you will not acquire any interest in the Confidential Information other than the right to utilize it in the development and operation of an Human Development Franchise during the term of the Franchise Agreement, and that the use or duplication of the Confidential Information in any other business would constitute unfair competition. You also agree that the Confidential Information is proprietary to us and is disclosed to you solely on the condition that you (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form; and (4) will adopt and implement all reasonable procedures required by us to prevent unauthorized use or disclosure of the Confidential Information, including without limitation, restrictions on disclosure of Confidential Information to employees of your Human Development Franchise.

The Brand Standards Manual will at all times remain our property exclusively. We may revise the Brand Standards Manual, and you must comply with each new or changed standard, although these new and changed standards will not materially affect your rights and responsibilities under the Franchise Agreement.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Human Development Franchise must at all times be under your Designated Executive Coach's direct, day-to-day, full-time supervision. Your Designated Executive Coach must attend and successfully complete

our required initial training program. Your Designated Executive Coach must use his or her best efforts in the operation of your Human Development Franchise.

All of your directors, members, partners, and/or officers and any individual that owns an interest in you or the Franchise Agreement must sign our Owner Agreement assuming and agreeing to be personally responsible for all of the obligations of the Franchise Agreement, agree to be bound by the confidentiality provisions and non-competition provisions of the Franchise Agreement, and agree to certain restrictions on their ownership interests. The required Owner Agreement is attached to the Franchise Agreement as Addendum 2. You also must ensure that your employees that have access to our trade secrets and confidential information each sign the Confidentiality/Non-Competition Agreement (Exhibit H), and you must forward a copy of these signed agreements to us.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are required to offer for sale only services and products that have been approved and specified by us in the Brand Standards Manual and any updates that are incorporated in the Brand Standards Manual from time to time. You may not offer for sale any services or products not specifically approved by us in writing. You must offer any products and/or services that we designate as required products and/or required services in the Brand Standards Manual. There are no limits on our ability to make changes to the services or products we require you to sell.

You may not sell services or products through other channels of distribution such as wholesale, Internet or mail order sales. You may not establish an account or participate in any social networking sites or mention or discuss the franchise, us or any of our affiliates, without our prior written consent and subject to our on-line policy.

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.

Franchise Agreement

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 5.1	Agreement starts on the date it is signed and ends 6 years after the date you open your Human Development Franchise for business.
b. Renewal or extension of the term	Section 5.2	You are permitted to acquire 2 additional terms of 5 years each if you meet the requirements listed in Article 5 of the Franchise Agreement
c. Requirements for franchisee to renew or extend	Section 5.2	Advance written notice, not less than 5 months or more than 9 months, to renew; sign our most current form of Franchise Agreement which may contain substantially different terms and conditions than your current Franchise Agreement; each of your owners must execute a general release in the then-current form; you cannot be in default of any provision of the Franchise Agreement and not have committed three or more breaches of the Franchise Agreement during any 12-month period during the term; prove that you have all current licenses,

Provision	Section in Franchise Agreement	Summary
		insurance, and permits; have fully performed your obligations under the Franchise Agreement, including obligation to be current in payment of all monetary obligations to us; be in compliance with the minimum revenue requirement at the time you give notice and at the time of renewal, and not have missed meeting that requirement more than twice during the term; be in compliance with our then-current training requirements; and pay our successor agreement fee of five thousand dollars ($5,000). If you seek to acquire a successor franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements.
d. Termination by franchisee	Section 17.6	You may terminate the Franchise Agreement by notice to us if we fail to perform material obligations. You must give us notice, and 60 days to cure or commence cure.
e. Termination by franchisor without cause	Not applicable.	Not applicable.
f. Termination by franchisor with cause	Section 17.1 – 17.3	We can terminate the Agreement, automatically or by notice to you, with or without a cure period, if you breach a material provision of the Franchise Agreement.
g. "Cause" defined - curable defaults	Section 17.3	You have 30 days after notice to cure breaches relating to your: (a) owners engaging in a dispute with one another (deadlock) that materially affects the operation of your Human Development Franchise, which dispute or deadlock remains unresolved after the expiration of the 30-day cure period; (b) failure to resolve Client complaints and/or disputes in a timely manner; or, (c) failure to make a timely payment of any amount due to a supplier unaffiliated with us (other than payments which are subject to a bona fide dispute), and do not correct such failure within thirty (30) days after we deliver to you notice of your failure to comply. You have 10 days after notice to cure breaches relating to your failure to obtain or maintain required insurance coverage. You have 5 days after notice to cure breaches relating to your failure to pay us or our affiliates any amounts owed, or your failure to pay any amounts for which we have advanced funds for or on your behalf, or upon which we are acting as guarantor of your obligations. You will have 3 months to achieve the $5,000 minimum monthly average revenue requirement. You will have 30 days after notice to cure any breaches of the Franchise Agreement not listed in Sections 17.1 or 17.2, or 17.3.
h. "Cause" defined – non-curable defaults	Sections 17.1 and 17.2	Your Franchise Agreement will terminate automatically, without your ability to cure any defaults, if you: (a) Become insolvent or make a general assignment for the benefit of creditors;

Provision	Section in Franchise Agreement	Summary
		(b) File a petition in bankruptcy, or such a petition is filed against you and you do not oppose it, or you are adjudicated as bankrupt or insolvent. (c) Have a bill in equity or other proceeding for the appointment of a receiver of (1) any Owner; (2) the Human Development Franchise; or (3) another custodian for your business or assets, filed or consented to by you, or if a receiver or other custodian (permanent or temporary) of your assets or property, or any part of them, is appointed by any court of competent jurisdiction. (d) Have proceedings for a composition with creditors under any state or federal law instituted by or against you. (e) Have a final judgment against you in the amount of twenty-five thousand ($25,000) dollars or more that remains unsatisfied or of record for thirty (30) days or longer. (f) Dissolve or liquidate; or have a petition filed against you for corporate or partnership dissolution and it is not dismissed within thirty (30) days. (g) Have execution levied against your business or property. (h) Have the real or personal property of the Franchised Business sold after levy by any sheriff, marshal, or constable, or foreclosed upon. You will not have an opportunity to cure defaults, and we are entitled to terminate the Franchise Agreement upon notice, if you: (i) Fail to open your Human Development Franchise on or before the date required under the Franchise Agreement; (j) Abandon your Human Development Franchise or fail to keep it open for a period of three (3) consecutive days, unless it is for a reason beyond your control; (k) Or any of your Executive Coaches, managers, officers, directors, or owners are convicted of or plead no contest to a felony or other criminal misconduct relevant to the operation of your Human Development Franchise; (l) Make an unauthorized transfer of the business; (m) Fail to comply with any material federal, state, or local law or regulation applicable to the operation of your Human Development Franchise; (n) Receive from us 2 or more notices of default under the Franchise Agreement within a 12-month period regardless of whether you cured those defaults; (o) Make any material misrepresentations relating to your acquisition of the franchise or in connection with the operation of the franchise including any intentional understatement of revenue or failure to report revenue; (p) Fail to allow or cooperate with audits or inspections; (q) Violate any covenant not to compete or relating to confidential information; (r) Interfere or attempt to interfere with our actual or prospective contractual relations with any person or company; (s) Engage in any activity that has a material adverse effect on the System or the Marks;

Provision	Section in Franchise Agreement	Summary
		(t) Offer or sell any unapproved product, service or program in your Human Development Franchise or do not sell Authorized Products or Services; (u) Challenge the validity of, materially misuse, or make any unauthorized disclosure, use, or duplication of our Confidential Information or our Marks; (v) Fail to meet the minimum monthly average performance requirement more than two (2) times during the Term; (w) Or any of your owners, officers, directors, managers, members, agents, or employees make any misrepresentation relating to, or violate, the United States' laws against terrorism.
i. Franchisee's obligations on termination/non-renewal	Articles 16 and 18	Upon termination you must cease operating as an Human Development Franchise, not compete with us, not divert Clients, not use our confidential information, pay all sums due us, cease to use the Marks, assign the lease to us at our request, cancel any fictitious name which contains the Marks, turn over all Brand Standards Manual, records, files and any materials relating to the operation of your Human Development Franchise, cancel or transfer all telephone numbers and directory listings to us, comply with all covenants, and pay us liquidated damages.
j. Assignment of contract by franchisor	Section 15.1	We may transfer all or any part of the System, the Franchise Agreement, or the Marks without your consent.
k. "Transfer" by franchisee – defined	Section 15.2	Includes transfer of contract, your Human Development Franchise, assets, or change of any portion of your ownership
l. Franchisor approval of transfer by franchisee	Section 15.2 and 15.3	You cannot transfer the Franchise Agreement without our consent.
m. Conditions for franchisor approval of transfer	Section 15.3	We have the right to condition our approval of any transfer proposed by you upon the following: (a) You and your Owners must be in full compliance with the Franchise Agreement and pay all outstanding fees owed to us and our its affiliates; (b) We must have declined our right of first refusal; (c) Your transferee must complete and submit all applications required for prospective franchisees at the time of the assignment and be approved by us; (d) You must provide us with a complete copy of all contracts and related documentation between you and your prospective transferee related to the Transfer; (e) Your transferee must execute our then-current form of franchise agreement, or assume your existing franchise agreement (at our option); (f) You must pay us a transfer fee of $10,000; (g) At your or your transferee's expense, upgrade, remodel, or replace the assets used by your Human Development Franchise; (h) Your transferee must have completed the initial training program to our satisfaction; (i) You and your owners must execute a general release of all claims against us, our affiliates, and shareholders, officers, directors, employees, agents, successors, and assigns; (j) If any part of the sale price is financed, you must agree that all obligations of the transferee under any promissory note or financing

Provision	Section in Franchise Agreement	Summary
		statement will be subordinate to its obligations to pay amounts due to us and our Affiliates; (k) Your transferee must assume all of your liabilities and obligations relating to your Human Development Franchise; and (l) You must execute a written agreement not to compete in favor of us and your transferee, with terms the same as those contained in your Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 15.4	You must give us written notice of intent to sell or otherwise transfer the Franchise Agreement at least 60 days before you intend to transfer. We have 30 days from the date that you give us written notice to determine whether we will exercise our right of first refusal. We can match any bona fide written offer for your Human Development Franchise.
o. Franchisor's option to purchase franchisee's business	Section 18.6	At termination or expiration of the Franchise Agreement, we have the option to purchase your assets for liquidation value. The liquidation value will be determined by an independent appraiser we select.
p. Death or disability of franchisee	Sections 15.5, 15.6 and 17.8	Upon the death or permanent incapacity of an Owner of franchisee, the estate must, within ninety (90) days from the date of death or permanent incapacity, transfer the interest in the franchise to a new person approved by us, and subject to our transfer requirements. If the interest is not transferred within ninety (90) days, we may, at our option, terminate the Franchise Agreement. If the deceased or permanently incapacitated Owner was the Designated Executive Coach you must obtain our approval, which is subject to our sole discretion, of a new Designated Executive Coach within fifteen (15) days. If that does not happen, we have the ability to exercise our Step-In Rights and operate your Human Development Franchise. If you fail to obtain our approval of a new Designated Executive Coach within sixty (60) days from the date of death or permanent incapacity, we may, at our option, terminate this Agreement.
q. Non-competition covenants during the term of the franchise	Section 16.4	You must not be in any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) services or products that are the same as or similar to those provided by Human Development Franchises or in which our intellectual property or other confidential information could be used to the disadvantage of us, any of our Affiliates, or any Human Development Franchise or franchisee, which includes, but is not limited to, any products or services related to or concerning personal development and leadership development provided in any form or format (a "Competitive Business"), other than a franchise operated under a franchise agreement with us.

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Sections 16.5 and 16.6	You may have no involvement in any Competitive Business within the United States for a period of two (2) years after your Franchise Agreement is terminated or expires. You must not solicit or divert Clients of your Human Development Franchise or any other Human Development Franchise for a period of two (2) years after the Franchise Agreement is terminated or expires. Except in the operation of a Human Development Franchise under a valid franchise agreement, you may not use our Trade Secrets in any business or other endeavor after your Franchise Agreement is terminated or expires. You must completely disassociate yourself from the Marks and return the Brand Standards Manual and other confidential materials provided to you by us. You may not divert any business from us. You must also cancel or transfer all telephone numbers and directory listings to us.
s. Modification of the agreement	Section 20.3	Changes to the Franchise Agreement must be made in writing and agreed to by both parties.
t. Integration/merger clause	Section 20.13	Only the terms of the Franchise Agreement are binding (subject to state law). Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document. Any representations or promises outside the Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 19	Subject to federal and your state's law, all disputes, except as explicitly listed in the Franchise Agreement, must first be submitted to non-binding mediation in accordance with the commercial mediation rules of the American Arbitration Association ("AAA"). If the mediation is not successful, then the dispute must be submitted to arbitration before the AAA.
v. Choice of forum	Section 19.9	Subject to state law, any arbitration or litigation must be pursued in courts located in Los Angeles, California. See any state-specific addendum attached in Exhibit G.
w. Choice of law	Section 19.1	Federal trademark law, and other federal laws govern where applicable. Otherwise, Delaware law applies, except where individual state laws supersede, as reflected in any state-specific attachment to the Franchise Agreement, subject to state law.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Tricia Harding, at Novus Global Franchising, LLC, 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292, phone (858) 442-3553, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1.

Systemwide Outlet Summary for Years 2021 through 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company-Owned*	2021	11	19	+12
	2022	19	32	+9
	2023	32	34	+2
Total Outlets	2021	11	19	+12
	2022	19	32	+9
	2023	32	34	+2

* With this offering, we are transitioning from an employee model to a franchise model. By "company-owned outlets" we are indicating the number of business coach employees that were and are employed by our affiliates.

TABLE NO. 2

Transfers of Outlets from Franchisees to New Owners (Other than Franchisor or an Affiliate) for Years 2021 through 2023

State	Year	Number of Transfers
Total	2021	0
	2022	0
	2023	0

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TABLE NO. 3

Status of Franchised Outlets for Years 2021 through 2023

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
Totals	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

TABLE NO. 4

Status of Company-Owned Outlets for 2021 through 2023

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Alabama	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
California	2021	8	5	0	0	0	13
	2022	13	5	0	0	0	18
	2023	18	3	0	3	0	18
Colorado	2021	2	0	0	0	0	2
	2022	2	1	0	0	0	3
	2023	3	0	0	0	0	3
Connecticut	2021	0	0	0	0	0	0
	2022	0	2	0	0	0	2
	2023	2	0	0	2*	0	0
Florida	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
Georgia	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Kansas	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
Michigan	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
New York	2021	0	1	0	0	0	1
	2022	1	2	0	0	0	3
	2023	3	0	0	0	0	3
North Carolina	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Tennessee	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Texas	2021	0	1	0	0	0	1
	2022	1	1	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2023	2	1	0	0	0	3
Totals	2021	11	8	0	0	0	19
	2022	19	13	0	0	0	32
	2023	32	7	0	5	0	34

* Our Connecticut business coach employees relocated to Canada, and are continuing to operate as our business coach employees in Canada.

TABLE NO. 5

Projected Openings for 2024 As of December 31, 2023

State	Franchise Agreements Signed But Not Opened	Projected New Franchised Outlets in the next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
California	0	1	0
Illinois	0	1	0
Minnesota	0	1	0
New York	0	1	0
North Carolina	0	1	0
Tennessee	0	1	0
Totals	0	6	0

No Franchisee had an agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during our most recently completed fiscal year, or has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No Franchisees have signed a confidentiality clause in a Franchise Agreement, settlement agreement or other contract within the last three years that would restrict their ability to speak openly with you about their experience with us.

A list of our current franchisees as of the end of our fiscal year on December 31, 2023 is attached to this Disclosure Document as "Exhibit J-1." A list of franchisees that signed an agreement with us but were not yet operational as of the end of our fiscal year on December 31, 2023 is attached to this Disclosure Document as "Exhibit J-2."

Franchisees Who Have Left the System

No franchisees have left the System.

We have not created, sponsored, or endorsed any trademark-specific organization of franchisees associated with our franchise system. No independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

Attached to this FDD as Exhibit C are our audited financial statements as of December 31, 2023. Our fiscal year ends on December 31st. We have not been franchising for three years or more and cannot provide all financial statements as required by this item.

ITEM 22

CONTRACTS

The contracts following this Item 22 are listed in the order in which they appear as exhibits to this Franchise Disclosure Document. At this time, these are the only contracts that we expect that we will enter into with a franchisee in any state, although we reserve the right to enter into different types of contracts with its franchisees as our business develops. As a prospective franchisee, you should obtain independent legal and financial advice concerning this franchise offering as you deem appropriate before making any commitment.

Exhibit B: the Franchise Agreement

Addenda to Franchise Agreement:

1. Information Regarding You and the Franchised Business; Protected Area
2. Owner Agreement
3. Electronic Funds Transfer Authorization
6. Franchise Relationship Acknowledgement

Exhibit E: Form of General Release

Exhibit F: Compliance Questionnaire

We will not ask you to complete the Compliance Questionnaire, and we will disregard any answers from you, if you live or plan to operate your franchise in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, Wisconsin.

Exhibit G: State-Specific Addendum

Exhibit H: Confidentiality and Non-Compete Agreement

ITEM 23

RECEIPTS

Two copies of an acknowledgment of your receipt of this Franchise Disclosure Document are attached to this Franchise Disclosure Document as Exhibit K. Please complete both copies, detach and return the copy marked "Our Copy" to us and keep the other copy in the Franchise Disclosure Document for your own records.

Novus Global Franchising, LLC

EXHIBIT A

List of State Administrators and Agents for Service of Process

EXHIBIT A
LIST OF STATE AGENTS FOR THE SERVICE OF PROCESS AND STATE ADMINISTRATORS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

State	Agents for Service of Process	Administrators
California	California Commissioner of Financial Protection and Innovation: Los Angeles: 320 West 4th Street, Suite 750 Los Angeles, CA 90012-2344 San Diego: 1350 Front Street, Suite 2034 San Diego, CA 92101-3697 San Francisco: One Sansome Street, #600 San Francisco, CA 94104	Commissioner Department of Financial Protection and Innovation One Sansome Street, #600 San Francisco, CA 94104 (866) 275-2677
Connecticut	Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230
Florida	Division of Consumer Services Attn: Business Opportunities Florida Department of Agriculture and Consumer Affairs Mayo Building Tallahassee, FL 32399-0800	Senior Consumer Complaint Analyst Florida Department of Agriculture and Consumer Affairs Mayo Building, Second Floor Tallahassee, FL 32399-0800 (850) 922-2966 or (850) 488-2221
Georgia	Office of the Governor Office of Consumer Affairs 2 Martin Luther King Jr. Drive SE Plaza Level – East Tower Atlanta, GA 30334	Office of Consumer Affairs 2 Martin Luther King Jr. Drive SE Plaza Level – East Tower Atlanta, GA 30334
Hawaii	Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808)-586-2722	Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813 (808)-586-2722
Illinois	Illinois Attorney General Attorney General's Office 500 South Second Street Springfield, IL 62706	Chief, Franchise Bureau Illinois Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465

State	Agents for Service of Process	Administrators
Indiana	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204	Chief Deputy Commissioner Securities Divisions 302 West Washington Street Room E-111 Indianapolis, Indiana 46204 (317) 232-6681
Iowa	Securities Division Lucas State Office Building Des Moines IA 50319	Director of Regulated Industries Unit Iowa Securities Bureau 340 East Maple Des Moines, IA 50319-0066 (515) 281-4441
Kentucky	Attorney General's Office Consumer Protection Division Capital Building Frankfort, KY 40601-01875	Attorney General's Office Consumer Protection Division Capital Building Frankfort, KY 40601-01875
Louisiana	[Not applicable]	Department of Justice Consumer Protection Office P.O. Box 94095 Baton Rouge, LA 70804-9095
Maine	[Not applicable]	Securities Division State House – Station 121 Augusta, ME 04333
Maryland	Maryland Securities Commissioner Securities Division 200 Saint Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360
Michigan	Michigan Department of Commerce Corporations and Securities Bureau 6546 Mercantile Way Lansing, MI 48909	Consumer Protection Division Antitrust and Franchising Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913
Minnesota	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 529-1600	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600
Nebraska	[Not applicable]	Staff Attorney Department of Banking and Finance 1200 N. Street., Suite 311 PO Box 95006 Lincoln, NE 68509-5006 (402) 471-3445
New Hampshire	[Not applicable]	Office of the Attorney General Consumer Protection and Antitrust Bureau 25 Capitol Street State House Annex Concord, NH 03301

State	Agents for Service of Process	Administrators
New York	Secretary of State 99 Washington Avenue Albany, NY 12231	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8285
North Carolina	Securities Division Room 302 300 North Salisbury Street Raleigh, NC 27611	
North Dakota	North Dakota Securities Commissioner 5th Floor 600 East Boulevard Bismarck, ND 58505 (701) 328-4712	Franchise Examiner Office of Securities Commissioner 600 East Boulevard 5th Floor Bismarck, ND 58505 (701) 328-4712
Oklahoma	[Not applicable]	Oklahoma Department of Securities The Journal Record Building 621 N. Robinson Street Suite 400 Oklahoma City, OK 73102
Oregon	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387
Rhode Island	State of Rhode Island and Providence Plantations Department of Business Regulation 1511 Pontiac Avenue, Bldg. 69-1 Cranston, Rhode Island 02920	State of Rhode Island and Providence Plantations Department of Business Regulation 1511 Pontiac Avenue, Bldg. 69-1 Cranston, Rhode Island 02920
South Carolina	Secretary of State Capitol Complex Brown Building 1205 Pendleton Street Room 510 Columbia, SC 29210	[Not applicable]
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid Suite 104 Pierre, SD 57501 (605) 773-3563	Department of Labor and Regulation Division of Securities 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823
Texas	[Not applicable]	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769
Utah	[Not applicable]	Consumer Protection Division Utah Department of Commerce 160 East 300 South P.O. Box 48504 Salt Lake City, UT 84145-0804 (801) 530-6601

State	Agents for Service of Process	Administrators
Virginia	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733	State Corporation Commission Division of Securities and Retail Franchising 1300 Main Street, 9th Floor Richmond, VA 23219
Washington	Director of Department of Financial Institutions Securities Division PO Box 41200 Olympia WA 98504-1200 (360) 902-8760	Administrator Department of Financial Institutions Securities Division PO Box 41200 Olympia WA 98504-1200 (360) 902-8760
Wisconsin	Commissioner of Securities 345 W. Washington Street, 4th Floor Madison, WI 53703	Division of Securities Department of Financial Institutions P.O. Box 1768 Madison, WI 53701
Federal Trade Commission		Franchise Rule Coordinator Division of Marketing Practices Bureau of Consumer Protection Pennsylvania Avenue at 6th Street NW Washington, DC 20580 (202) 326-3128

Novus Global Franchising, LLC

EXHIBIT B

Franchise Agreement

NOVUS GLOBAL

FRANCHISE AGREEMENT BETWEEN

Novus Global Franchising, LLC
13900 Marquesas Way, #4435
Marina Del Rey, CA 90292

and

_____
_____
_____

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APPENDIX
Glossary of Terms

ADDENDA
1. Information Regarding You and Your Human Development Franchise
2. Owner Agreement

FRANCHISE AGREEMENT

This Franchise Agreement ("**Agreement**") is entered into on the Effective Date between Novus Global Franchising, LLC, a limited liability company organized under the laws of Delaware ("**we,**" "**us,**" or "**our**"), and the legal entity identified in **Addendum 1** to this Agreement ("**you**" or "**your**").

Introduction: This Franchise Agreement

This franchise agreement ("**Agreement**") is written in a conversational tone to make it easier to read. In the context of the Agreement, Novus Global Franchising, LLC is referred to as "we," or "us." When we refer to things we own or obligations we have, we use the word "our." The Business Entity that signs this Agreement is referred to as "you," and the obligations you have or the things you own are referred to as "your." When we refer to "you" or "your," we are also referring to each and every one of your Owners and the obligations that each and every one of your Owners has to us. To further bind you and your Owners, we require each and every one of your Owners to sign the Owner Agreement, which is attached as **Addendum 2** to this Agreement.

In the Agreement, we sometimes capitalize the words we use. These are called "defined terms," and whenever we use one of them, we are referring to the definition we have assigned to the word. When a word appears in parentheses, quotes, and bold, we are informing the reader that the word has been defined by the text surrounding the word where it appears. At the end of the Agreement, in the **Appendix**, we have included for ease of reference a Glossary of Terms to help you easily locate the definition of a defined term.

The Agreement is organized into segments, articles, and sections. In the segment entitled "Recitals," we state the purpose for this Agreement. In the first article, entitled "Your Covenants, Understandings, and Representations," you are making certain representations and statements to us regarding you, your Owners, your understanding of this Agreement and the business relationship we are entering into with you, and your decision to enter into this Agreement with us.

RECITALS

A. We own a System for the establishment and operation of executive coaching businesses that provide keynote speaking, executive coaching, and training to individuals, teams and companies, operated under the Marks and the System (each, a "**Human Development Franchise**").

B. We have the right to license the Marks and the System.

C. You want to obtain the rights to use the Marks and want to be assisted, trained, and licensed by us, as our franchisee, to use the System and the Marks in the operation of your Human Development Franchise, and we are willing to grant you such rights under the terms and conditions of this Agreement.

You and we therefore agree as follows:

1. YOUR COVENANTS, UNDERSTANDINGS, AND REPRESENTATIONS

You understand, represent to us, certify, and agree to the following:

1.1. System Modifications. We reserve the right to modify any aspect or element of the System. This includes, but is not limited to, our right to: (1) modify, change or abandon the strategy on which Human Development Franchises are currently based; (2) add or change the standards for Client service and products; and (3) require the use of new or different equipment. Such changes will generally be communicated to you through the Brand Standards Manual. You will promptly accept and comply with any

such addition, subtraction, revision, modification or change and make such reasonable expenditures as may be necessary to comply.

1.2. System Variations. Because complete uniformity under various market circumstances may not always be possible or desirable, we, in our discretion, reserve the absolute and exclusive right to vary the standards for any Human Development Franchise based upon the customs or circumstances of a particular market area, density of population, existing business practices or any condition that we deem to be of importance to the operation of such franchisee's Human Development Franchise. We, in our discretion, may enter into contracts with others for the operation of other Human Development Franchises, which contracts may contain provisions that vary materially from this Agreement.

1.3. Accuracy of Information. You have ensured that all information you have submitted to us in connection with your application for this franchise was complete and accurate when you gave it to us. You represent to us that there have been no material changes in that information or other changes in material circumstances between the time you submitted the information to us and the Effective Date.

1.4. Permits, Licenses, and Legal Requirements. You understand that you will be required, under applicable Legal Requirements, to secure licenses and permission from the appropriate government authorities to operate your Human Development Franchise. It is your responsibility to familiarize yourself with all applicable Legal Requirements, and we have made no representations as to the nature of such Legal Requirements or your ability to qualify or comply with them.

1.5. Your Ownership. You represent and warrant that:

1.5.1. Every one of your Owners of a legal or beneficial interest in you of more than five percent (5%) or greater has signed the Owner Agreement, attached as **Addendum 2**.

1.5.2. You are duly organized and validly existing under the laws of the state of your organization, and you are duly qualified to transact business in the state in which your Human Development Franchise is located.

1.5.3. You have the authority to execute and deliver this Agreement and all related agreements and to perform your obligations under all such agreements.

1.5.4. Your organizing documents state that your activities are restricted to those necessary solely for the development, ownership and operation of an Human Development Franchise in accordance with this Agreement and in accordance with any other agreements entered into with us or any of our Affiliates.

1.5.5. The articles or certificate of incorporation, partnership agreement or other organizational documents recite that the issuance, transfer or pledge of any direct or indirect legal or beneficial ownership interests are restricted by the terms of this Agreement.

1.5.6. All certificates representing direct or indirect legal or beneficial ownership interests in you, now or later issued, do or will bear a legend that conforms with the Legal Requirements reciting or referring to such restrictions.

1.6. Disclosure of Ownership Interests. Each of your Owners represents, warrants and agrees that the provisions in **Addendum 1** that pertain to your Business Entity and its ownership is current, complete and accurate. You agree that updates or changes to **Addendum 1** will be furnished promptly to us, so that it (as revised and signed by you) is at all times current, complete and accurate.

1.7. Designation of Executive Coach. You have designated an Owner that will personally serve as your Designated Executive Coach, as that term is defined in Section 9.1, on **Addendum 1**.

1.8. Anti-Terrorism Laws. Neither you, nor your Owners, principals, employees or anyone associated with you are listed in the Annex to Executive Order 13224. (The Annex is available at http://www.treasury.gov/resource-center/sanctions/Programs/Documents/terror.pdf.) You agree not to hire or have any dealings with any person listed in the Annex. You certify that you have no knowledge or information that, if generally known, would result in you, your Owners, principals, employees, or anyone associated with you being listed in the Annex to Executive Order 13224. You agree to comply with, and assist us in our efforts to comply with, the Anti-Terrorism Laws. In connection with such compliance, you certify, represent, and warrant that none of your property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that you and your Owners or principals are not otherwise in violation of any of the Anti-Terrorism Laws. You are solely responsible for ascertaining what actions must be taken by you to comply with all such Anti-Terrorism Laws.

2. GRANT OF FRANCHISE

2.1. Grant of Franchise. Subject to the terms and conditions of this Agreement, we grant you the right to operate one Human Development Franchise. You agree to equip and operate, under the terms of this Agreement and the Brand Standards Manual, a single Human Development Franchise operating under the System and specializing in offering Authorized Services and Authorized Products as specified by us in the Brand Standards Manual, only under the Marks.

2.2. Restrictions on License. You do not have the right to grant franchises or sub-licenses of any kind to any other party, nor do you have the right to operate more than one Human Development Franchise, unless otherwise provided by separate agreement with us. You will not conduct any type of business, other than your Human Development Franchise operated under this Agreement, without our prior written approval.

3. EQUIPPING YOUR PERFORMANCE COACHING PRACTICE

3.1. Business Office. You must maintain an office (which may be in your home) to serve as the business office for your Human Development Franchise (the "**Business Office**"), which is listed on **Addendum 1**. You must maintain a separate telephone number, voicemail, and cable or Internet connection for the Business Office that comply with our standards and specifications. You agree not to use the telephone number of the Business Office for any purpose other than operating your Human Development Franchise. You must notify us at least fifteen (15) days before you relocate your Business Office by providing the new address for your Business Office, but you do not need to obtain our consent to such relocation.

3.2. Required Equipment. Prior to the Commencement Deadline, you agree to purchase (at your sole cost and expense) from us, our Affiliate(s), or Suppliers the equipment (including the Computer System), furniture, fixtures, supplies, and materials necessary for the operation of your Human Development Franchise and in accordance with the Brand Standards Manual. We will provide you with specifications for the equipment, furniture, fixtures, supplies, and materials necessary to operate your Human Development Franchise.

3.3. Developing Your Human Development Franchise. You are solely responsible for developing your Human Development Franchise. This means that you must, at your own expense: (a) secure all financing to develop and operate your Human Development Franchise and acquire and maintain adequate capital reserves; (b) obtain all required equipment needed to operate your Human Development Franchise as

specified in Section 3.2; (c) obtain all required permits and licenses in accordance with Legal Requirements; (d) purchase insurance for your Human Development Franchise, and provide us with a copy of all insurance certificates and endorsements for the policies you purchase; and (e) hire and train your employees as necessary to operate your Human Development Franchise.

3.4. Commencement Deadline. You agree that your Human Development Franchise will be developed and equipped in accordance with this Article 3, and that you will begin operating your Human Development Franchise, no later than six (6) months after the Effective Date (the "**Commencement Deadline**"), unless we otherwise agree in writing.

3.4.1. If you fail to open your Human Development Franchise on or before the Commencement Deadline, we will have the right to deem your failure a material default of this Agreement, and we will have the right to terminate the Agreement. If we exercise our right to terminate this Agreement under this Section 3.4.1 and before you have completed Prosper Certification, we will refund to you $6,480 of the Prosper Certification fee you paid us after we receive from you a signed general release of claims in our then-current required form, releasing all claims you may have against us, our officers, directors, shareholders, Affiliates, managers, members, partners, owners, employees and agents. Our current required general release of claims form is attached to our Franchise Disclosure Document as **Exhibit E**.

3.4.2. **You must obtain our written approval before you begin to operate your Human Development Franchise, and nothing in this Section will be construed as permitting you to begin operation without our written approval.**

4. NO EXCLUSIVITY; NATIONAL ACCOUNTS

4.1. No Exclusivity or Territorial Protection. You acknowledge that we have the unlimited right to: (a) undertake any activities of any kind or nature anywhere; and (b) designate or contract with third parties, including licensees, franchisees, and others, to undertake any activities of any nature anywhere without any restriction of any kind or nature, without regard to proximity to where you live or your Business Office.

4.2. National Accounts. We or our designee may enter into and service National Accounts with businesses that have locations near your Approved Location, regardless of whether you previously worked with such a customer in the past. If you are in compliance with this Agreement (and all other agreements between you and your Affiliate(s) and us and our Affiliate(s)), and you agree to participate in and follow our rules, terms, and conditions relating to, the National Account program, we will give you the option to service the National Account locations that we identify. If you decline the opportunity to service any National Account, we can offer the opportunity to service any National Accounts to any other franchisee, or service the National Account ourselves.

5. TERM; RIGHT TO ACQUIRE SUCCESSOR FRANCHISE

5.1. Term. The Term of this Agreement commences on the Effective Date, and, unless sooner terminated in accordance with Article 17, will expire on the sixth (6th) anniversary of the Commencement Deadline (the "**Term**").

5.2. Right to Acquire Successor Franchise. After the expiration of the initial Term, you may, at your option, acquire a successor franchise for two (2) additional terms of five (5) years each (for so long as we continue to offer franchises in your state). To qualify for a successor franchise, we have the right to insist on your fulfillment of any or all of the following conditions:

5.2.1. You must give us written notice of your election to acquire a successor franchise no earlier than five (5) months, and no later than nine (9) months, prior to the end of the Term.

5.2.2. You must execute our then-current standard form of franchise agreement (the "**Successor Franchise Agreement**"), which may, in our sole discretion, include substantially different terms than those contained in this Agreement, including but not limited to, higher, additional, or different fees (including a higher Royalty Fee), but you will not have to pay a new Initial Franchise Fee.

5.2.3. You and each of your Owners must have executed a general release, in our then-current form (our current form is attached to the Franchise Disclosure Document as **Exhibit E**), of any and all claims against us and our Affiliates and their respective officers, directors, shareholders, managers, members, agents and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that any release you give us will not be inconsistent with any state law regulating franchising.

5.2.4. You are not then in default of any provision of this Agreement, or any amendment of or successor to this Agreement, or any other agreement between you and us or our Affiliates, and you have not committed and received notice of three (3) or more breaches of this Agreement during any twelve (12) month period during the Term, even if such breaches were timely remedied.

5.2.5. You must be meeting the Minimum Revenue Requirement at the time you give us the notice required by Section 5.2.1 and at the time you sign the Successor Franchise Agreement. Further, you must have been in substantial compliance with this requirement (meaning you have not missed meeting the requirement more than two (2) times) during the Term.

5.2.6. You have satisfied all of your monetary obligations to us (or to any of our Affiliates) and have timely met those obligations during the Term.

5.2.7. You must be in compliance with our then-current training requirements.

5.2.8. You must provide proof that you have all current licenses, insurance, and permits in compliance with Legal Requirements for you to continue operating your Human Development Franchise.

5.2.9. You must pay us a successor franchise fee of five thousand dollars ($5,000).

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

6. **PAYMENTS**

6.1. Initial Franchise Fee. In consideration of the parties' promises and covenants to one another, you must pay us a non-refundable initial franchise fee ("**Initial Franchise Fee**") of three thousand five hundred dollars ($3,500) in a lump-sum upon execution of this Agreement. If you are a Conversion Franchise, your Initial Franchise Fee will be two thousand dollars ($2,000).

6.2. Training Fee. You must pay us an initial training fee equal to the amount of thirty-two thousand six hundred dollars ($32,600) for your Designated Executive Coach to attend the Initial Training Program (the "**Initial Training Fee**"). Of this amount, $21,800 is due thirty (30) days prior to your attending Foundations Training, and $10,800 is due thirty (30) days before attending Prosper Certification. If we terminate this Agreement before you attend the Prosper Certification portion of the training, we will refund 60%, or $6,480, of the Prosper Certification fee you paid us. Otherwise, the Initial Training Fee is nonrefundable.

6.2.1. If you wish to have more than one individual attend the Initial Training Program, you must pay us the Initial Training Fee for each such person, minus a ten percent (10%) discount.

6.2.2. We will credit three thousand dollars ($3,000) from the application fee you paid us towards the portion of the Initial Training Fee you pay us before attending Prosper Certification.

6.2.3. If you are a Conversion Franchise, we may, in our sole discretion, reduce the Initial Training Fee based upon your Designated Executive Coach's prior training in ontological coaching and current revenue generated from coaching services.

6.3. Royalty Fee. You must pay us, on or before the Payment Date, a continuing royalty fee ("**Royalty Fee**") calculated based upon your Gross Revenue during the Reporting Period just-ended, as follows:

6.3.1. Beginning with the first month you commence operations, but before your Designated Executive Coach completes the Initial Training Program, the Royalty Fee is: (i) thirty percent (30%) of your Gross Revenue up to four thousand dollars ($4,000), plus (ii) twenty-three percent (23%) of your Gross Revenue that exceeds four thousand dollars ($4,000).

6.3.2. For six (6) months after your Designated Executive Coach completes the Initial Training Program, the Royalty Fee is: (i) nine hundred dollars ($900) per Executive Coach, plus (ii) twenty-three percent (23%) of your Gross Revenue that exceeds four thousand dollars ($4,000).

6.3.3. Beginning with the seventh month after you Designated Executive Coach completes Foundations Training and continuing for the term of the Franchise Agreement, the Royalty Fee is: (i) one thousand two hundred and fifty dollars ($1,250) per Executive Coach, plus (ii) twenty-three percent (23%) of your Gross Revenue that exceeds four thousand dollars ($4,000). If your Gross Revenue exceeds one hundred and eighty thousand dollars ($180,000) in a calendar year (measured from January to December each year), the percentage charged after your Gross Revenue exceeds $4,000 per Reporting Period will be nineteen percent (19%) of your Gross Revenue through the end of that calendar year.

6.4. Payment to Advertising Fund. On or before the Payment Date, you must pay us a continuing fee in an amount equal to one and three quarters percent (1.75%) of your Gross Revenue during the Reporting Period just ended ("**Advertising Fund Contribution**"). We will deposit the Advertising Fund Contribution into an advertising and marketing fund that we maintain ("**Advertising Fund**").

6.5. Technology Fee. You must pay us or our Approved Suppliers, on or before the Payment Date, a continuing fee in the amount of two hundred and fifty dollars ($250.00) per month ("**Technology Fee**") for each Designated Executive Coach and employee, in exchange for which we provide you each one license for the software we require you to use, and one email address. We have the right to increase this fee no more frequently than annually to reflect our actual costs of providing these services to you.

6.6. Conference Fee. You must pay us or our Approved Suppliers, on or before the Payment Date, a continuing and nonrefundable fee in an amount we designate, currently one hundred and fifty dollars ($150.00) per month ("**Conference Fee**") for each person that attends our annual conference (your Designated Executive Coach must attend). You must pay for all travel, meal, lodging, salary and living expenses incurred by each person who attends the annual conference. We have the right to increase this fee no more frequently than annually to reflect our actual costs of providing these services to you.

6.7. Servicing Fee. If a contract is serviced by two or more Human Development Franchises, you must pay us, on or before the Payment Date, a fee that is equal to six percent (6%), twelve percent (12%) or eighteen percent (18%) of the contract amount during the Reporting Period just-ended ("**Servicing Fee**"). We determine the rate we will charge for the Servicing Fee in our sole discretion using the guidelines published in the Brand Standards Manual.

6.8. Client Contracts and Payment Processing. We (or our Affiliate) will prepare all Client contracts for your Executive Coaching Business. You must follow the guidelines set forth in the Brand Standards Manual concerning the preparation and execution of Client contracts. All payments to your Executive Coaching Business from Clients or otherwise must be received exclusively by us or our Affiliate (the "**Payment Clearinghouse**"). The Payment Clearinghouse will also administer, manage, and (from the payments collected from Clients) make all payments of fees to us, before disbursing the remainder to you. You must ensure that each and every payment made to your Human Development Franchise is made to the Payment Clearinghouse, using only the method or methods that we specify from time-to-time. You may not collect any payments or other consideration directly or for your Human Development Franchise.

6.8.1. On the Payment Date, we will calculate and deduct all fees you owe to us under this Agreement for the Reporting Period just-ended from the money we collect on behalf of your Executive Coaching Business during that same period. After payment of our fees, we will remit the remainder to you.

6.8.2. You agree to comply with procedures specified by us and/or perform such acts and deliver and execute such documents as may be necessary to assist in or accomplish payment.

6.8.3. Each monthly payment will be accompanied by a statement setting forth the amount of Gross Revenue deposited into our accounts during the previous month and a calculation of the payment due to you. You are responsible for the reconciliation and verification of all payments, prepaid packages charged, chargebacks and all other charges and expenses listed on the monthly accounting statement provided to you on the tenth day of each month. If any errors or discrepancies are discovered on the monthly accounting statement, you are responsible for reporting the errors or discrepancies to us for review within a reasonable time.

6.8.4. If the funds collected by the Payment Clearinghouse are insufficient to cover the amounts payable to us on the Payment Date, you must pay the amount of the shortfall within five (5) days of our notice to you of the remaining amount due.

6.8.5. In the case of prepayments made by your Clients (including prepaid packages), we will calculate the value of the services you performed for the prepaying Client according to your agreement with the Client and credit that amount towards your Gross Revenue. We will continue to hold the remaining portion of the prepaid package and apply it on your behalf monthly.

6.9. Referral Fee. In the event that you receive a Client referral from another Human Development Franchise that results in you successfully contracting with that Client to provide coaching services, you must pay to the referring Human Development Franchise a referral fee based on your agreement with the referring Human Development Franchise. This fee will be paid through the Payment Clearinghouse on your behalf.

6.10. Application of Funds. If you become delinquent in the payment of any monetary obligation to us, we will have the absolute right to apply any payments received from you to any obligation owed, whether under this Agreement, or under any other agreement, between you and us, notwithstanding any other designation by you as to application.

6.11. Your Payments After Termination. All payments we make to you under Section 6.8 will immediately and permanently cease after the expiration or termination of this Agreement; however, we will pay you all amounts which have been earned by, and accrued to, you as of the date the Agreement is terminated. We have the right to offset against any such payments offset all sums due to us from you.

6.12. Application of Payments and Refunds. All payments due to us under Section 6.8 will be based on amounts actually collected by us from your Clients, not on payments accrued, due, or owing. You acknowledge and agree that we have no duty to initiate collection action against a delinquent Client. If we become legally obligated or decide for any reason to return any portion of Gross Revenue to a Client of yours, you agree to refund to us the portion of the amount to be returned to the Client upon demand in the same proportion as you shared in such Gross Revenue, or we may deduct that portion from any future amounts owed to you by us.

6.13. Reimbursement of our Costs of Collection. If we are required to engage a collection agency, use legal counsel, or hire any third party in connection with any failure by you to pay us amounts when they are due, or your failure to submit when due any reports, information, or supporting records, or in connection with any failure by you to otherwise comply with this Agreement, you must reimburse us for all costs and expenses of enforcement and collection, including our reasonable: (a) legal fees; (b) investigation fees; (c) travel expenses of our employees or agents; and (d) hourly charges of our employees or agents. These amounts must be paid to us by you within five (5) days after you cure the default, or upon demand by us if your default is not cured.

6.14. Taxes; Payments to Others. All payment obligations pertaining to your Human Development Franchise, including all trade payables and other indebtedness of every kind and all federal, provincial, state and municipal taxes and charges, are solely your obligations and not ours. We will not be liable for any sales, service, use, excise, gross receipts, property, payroll or other taxes levied against you or your assets, or against us, in connection with your Human Development Franchise, or any payments you make to us under this Agreement or any other agreement. You must reimburse us for any gross receipts, sales, use or other tax assessed by any taxing authority in the state where your Human Development Franchise is located, on any fees or other amounts payable by you to us under this Agreement, except for taxes assessed upon our income, which will be our responsibility. We will not be liable or responsible for your compliance (or failure to comply) with any and all Legal Requirements.

7. **TRADEMARK STANDARD AND USE REQUIREMENTS**

7.1. Ownership. You agree that the Marks, Intellectual Property, and System are our (or our Affiliate(s)) exclusive property, and that you will never assert any claim to any goodwill, reputation or ownership relating to or associated with the Marks or Intellectual Property. You will never engage in any conduct directly or indirectly, or assist another party to engage in any conduct, that would infringe upon, harm or cause damage to the Marks. You will not contest or assist any other party to contest our rights in any of the Marks or the goodwill associated with the Marks. You will not use, or assist others to use, the Marks in a derogatory, negative or other inappropriate manner in any medium. You agree to provide us with all assignments, affidavits, documents, information and assistance we reasonably request to fully vest in us all rights, title and interest in and to the Marks, including all items we reasonably request to assist us in registering, maintaining and enforcing our rights in the Marks. You acknowledge that we will suffer irreparable damage and will have no adequate remedy at law as a result of your unauthorized or infringing use of the Marks, and you agree that we will have the right to seek injunctive relief in a court of competent jurisdiction in the event that you use the Marks in an unauthorized or infringing manner.

7.2. Changes. We, from time to time in our discretion, may modify all or any part of the Marks. We may require you to use one or more additional or substitute Marks. You will have no rights or claim of damages, offset, or right to terminate this Agreement because of any such modification and we will not have any liability or obligation to you with respect to your required modification or discontinuance of any Marks. Upon receipt of notice of such modifications, you, as soon as reasonably possible, will cease using the former Marks and commence using the modified Marks at your sole cost and expense.

7.3. Permitted Use. Your right to use: the Marks; the Intellectual Property; the System; any proprietary software; other materials in which we claim a copyright, trademark, or other right to exclusive use; trade secrets; Confidential Information; and other Intellectual Property as granted in this Agreement, is limited to your use of those materials, items, or Intellectual Property in connection with your operation of your Human Development Franchise, and otherwise as described in this Agreement and as authorized in the Brand Standards Manual, or as we may prescribe in writing from time to time.

7.3.1. You may use only the Marks to identify and distinguish the services offered by you. You are not permitted to use Intellectual Property for any service or product that is not specifically authorized by us in the Agreement or Brand Standards Manual. You must comply with all of our trademark, trade name and service mark notice marking requirements, including affixing "SM," "TM," or "®," adjacent to all Marks in any and all uses of the Marks.

7.3.2. You will not use anything that resembles or is deceptively or confusingly similar to the Marks, the System, or the Intellectual Property, in any manner or for any purpose, or do anything that would dilute, directly or indirectly, the value of the goodwill associated with the Marks, nor counsel, procure or assist anyone else to do the same. You will use the Marks only for the uses and in the manner we permit. You acknowledge that you are required, to the extent possible, to prevent persons or parties associated with or employed by you from using the Marks and/or Intellectual Property in an unauthorized manner.

7.4. No Representations or Warranties. WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, EXCLUSIVE OWNERSHIP, VALIDITY OR ENFORCEABILITY OF THE MARKS.

7.5. Infringement and Indemnification. You must notify us of: (a) any litigation relating to the Marks; or (b) suspected infringement upon the Marks or the Intellectual Property, but you may not take any action against suspected infringers without our express written permission. You must notify us within three (3)

days after receiving notice of any claim based upon or arising from any attempt by any other person, firm or corporation to use the Marks or our Intellectual Property, or any imitation of them. If you notify us in a timely manner of a claim against you relating to the Marks, we will have the exclusive right and obligation to contest, defend against, or bring an action against, any third party regarding the third party's use of any of the Marks. In the event we take legal action to protect our Marks or authorize you to do so, we will be responsible for all costs (including reasonable attorneys' fees) related to such legal action, but only for those costs that we specifically incur or authorize you to incur. We will not be obligated to indemnify or reimburse you for any separate legal fees or costs that you incur in seeking independent counsel that is separate from the counsel we use, unless we specifically state otherwise in writing. You must execute any and all documents, do such acts and things that may be necessary, and cooperate with us and with any action undertaken by us concerning litigation relating to the Marks.

8. ADVERTISING

8.1. Your Advertising; Regional or National Initiatives. All of your advertising, promotion and marketing must be completely clear and factual and not misleading, and must conform to the highest standards of ethical marketing and the policies which we prescribe from time to time, in the Brand Standards Manual or otherwise. You may not use any advertising or promotional materials that we have disapproved at any time or for any purpose. Upon our request, you will provide to us for our review samples of any and all advertising and promotional material bearing the Marks. With the exception of advertising materials created and provided to you by us, at least thirty (30) days before using them, you must submit to us all advertising materials you intend to use, which approval will be in our sole discretion. You will not use such materials until they have been approved by us, and you must promptly discontinue use of any advertising material upon our request. Any materials submitted by you to us which have not been approved by us in writing within seven (7) days of our receipt are deemed disapproved.

8.2. Local Advertising**.** During each and every month of the Term, we may require you to spend an amount we designate up to four percent (4%) of your Gross Revenue ("**Local Advertising Requirement**") for marketing, public relations efforts, advertising, and promotion.

8.2.1. You will make the expenditures directly, subject to our approval (as stated in Section 8.1). The medium in which you choose to advertise is within your reasonable business judgment. Within thirty (30) days of the end of each calendar quarter, you must furnish to us, in a manner approved by us, an accounting of your expenditures on local marketing and promotion for the preceding calendar quarter.

8.2.2. We will measure your compliance with this requirement on a rolling six-month basis, meaning that as long as your average monthly expenditure over the six-month period equals or exceeds the minimum monthly amount that we specify, you will be deemed in compliance even if your expenditure in any given month is less than the minimum monthly amount that we specify.

8.3. Use of Advertising Fund Contribution. The Advertising Fund, and all contributions and any earnings of the Advertising Fund, will be used to meet the Advertising Fund's costs and expenses. The Advertising Fund will be used for maintaining, administering, directing, preparing, and implementing advertising and promotions for Human Development Franchises generally, which may include any or all of the following: the cost of creating, preparing, and producing print, broadcast, and internet campaigns; direct mail; sales brochures, flyers, posters, etc.; other marketing delivery systems; logowear and promotional items featuring the Marks; marketing surveys; public relations and sponsorship activities; creating and maintaining a website or website(s) (including social media sites or accounts) related to the franchise and an extranet for the System; employing advertising agencies, public relations firms, research firms, design firms, website/extranet design and development firms; and other Approved Suppliers to assist in the

foregoing; labor expenses for employees to assist in the development of said advertising and promotion (including the cost of travel and related expenses to meet with the aforementioned); implementing promotions for Human Development Franchises generally in appropriate markets, including the cost of purchasing advertising space; sponsorships; the implementation of public relations campaigns; or other costs associated with marketing and advertising the System and the Marks. We may use Advertising Fund monies to reimburse us for our costs of personnel and other administrative and overhead costs associated with providing the services described in this Section 8.38.1. We will not use Advertising Fund for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared using the Advertising Fund (including Internet advertising) information concerning franchise opportunities, and a portion of Advertising Fund monies may be used to create and maintain one or more pages on our website devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

8.3.1. Your Acknowledgement. You agree and acknowledge that the Advertising Fund is intended to maximize general public recognition and acceptance of the Marks for the benefit of the System generally and that we undertake no obligation in administering the Advertising Fund to make expenditures for you that are equivalent or proportionate to the Advertising Fund Contribution contributions, or to ensure that you or any other particular Human Development Franchise benefits directly or pro rata from the advertising or promotion conducted or developed by the Advertising Fund. You further acknowledge that we own all rights, and retains all copyrights, in all design and content developed using the Advertising Fund, and that we will have sole control over the creative concepts, content, form, and media placement of all advertising and promotional materials developed with the Advertising Fund, and the allocations of the Advertising Fund to production, placement, and other costs. We will own all copyright in any works created using the Advertising Fund. We have no fiduciary duty to your or to any other Person with respect to the collection or expenditure of the Advertising Fund, except that those funds will be spent in the manner described in this Article 8. Each Human Development Franchise owned by us, or our Affiliates, will not contribute to the Advertising Fund on the same basis and at the same percentage as our franchisees.

8.3.2. Fund Accounting. All contributions to the Advertising Fund will be deposited into and disbursed from a bank account that may be commingled with other accounts, except that we will account for the Advertising Fund separately. Upon written request by you, we will furnish to you, after 90 days after the end of each calendar year, a report for the preceding year showing the expenditures made from the Advertising Fund during such calendar year and amount remaining for use (if any) during the following year. This report will not be audited.

8.3.3. Unused Funds; Termination. We anticipate that all contributions to, and earnings of, the Advertising Fund will be expended for the purposes stated above during the fiscal year in which the contributions and earnings are received. However, if unexpended amounts remain in the Advertising Fund at the end of the fiscal year, all expenditures in the following fiscal year will be made first out of the unspent contributions, and then out of new contributions. Although the Advertising Fund is intended to be of perpetual duration, we may in our sole discretion terminate the Advertising Fund or suspend its operation. The Advertising Fund will not be terminated, however, until all monies in the Advertising Fund have been expended for the purposes set forth in this Article 8. Upon termination of this Agreement, your obligation to make contributions to the Advertising Fund will be terminated.

8.4. Internet and Social Media. As part of the services we provide you for the Technology Fee, and for so long as you are not in default of this Agreement, we will provide you with a hosted website and website template for your Human Development Franchise. You are required to prepare the content for your website and update it periodically, at your expense, subject to, and in compliance with, the website requirements

and standards contained in the Brand Standards Manual. You, your employees, independent contractors, and representatives may not use, license, or register any domain name or URL (or other means of identifying you or your Human Development Franchise on the Internet) that uses a mark, image, or words confusingly similar to the Marks or any abbreviation, acronym, or phonetic or visual variation of the Marks without our prior written consent. At our request, you must promptly assign or redirect (or cause to be assigned or redirected) to us any domain name, URL, or other identification that violates this Agreement or the policies stated in the Brand Standards Manual at your expense and without compensation from us. The content you submit to us or use for any Internet marketing must be true, correct and accurate. At our request, you will promptly modify any of your Internet marketing material containing the Marks, including posts on any social media platforms, to conform to the standards stated in the Brand Standards Manual. You may not independently market on the Internet or conduct e-commerce unless you have received our prior written permission to do so or unless such activities are expressly authorized by the Brand Standards Manual. You agree and acknowledge that your on-line promotional strategies must comply with our on-line policy. You further agree and acknowledge that we may review, monitor, and require changes to all on-line content on your website, social media platforms, blogs, electronic communication and other on-line sites on which our Marks or Intellectual Property are used.

9. OPERATING YOUR PERFORMANCE COACHING PRACTICE

9.1. Designated Executive Coach. Your Human Development Franchise must at all times be operated under the direct supervision of your Designated Executive Coach, who: (a) is you (if you are an individual) or an Owner of you (if you are a Business Entity); (b) is approved by us; (c) has successfully completed the Initial Training Program and all other training programs required by us from time to time; and, (d) devotes his or her necessary time and best efforts to operating your Human Development Franchise (your "**Designated Executive Coach**"). We have the right to deal with the Designated Executive Coach on matters pertaining to day-to-day operations of, and any requirements for, your Human Development Franchise. Your Designated Executive Coach is identified on Addendum 1.

9.1.1. Second Executive Coach. If you have more than one Owner, you may submit an application for an Owner to add a second Executive Coach to your Human Development Franchise. Any person designated as an Executive Coach must meet all of the requirements of the Designated Executive Coach.

9.2. Sale of Authorized Services and Products Only. You acknowledge that it is critically important to the System that all products and services sold by your Human Development Franchise meet our quality standards. You must advertise and sell only Authorized Services and Products. You acknowledge that you may not be permitted to sell all Authorized Services and Products at all times. Except as specifically authorized by us, you may not sell any Authorized Services or Products outside of your Human Development Franchise. You agree to comply with all mandatory specifications, standards and operating procedures, as modified from time to time (whether contained in the Brand Standards Manual or any other communication) relating to the appearance, function, or operation of your Human Development Franchise, including:

9.2.1. Types, models and brands of required products, materials, items, equipment, materials, and supplies. You acknowledge and agree that from time to time, we may modify the list of approved types, brands, models or suppliers, and you may not, after receipt of notice of such modification, reorder any type, brand or model from any supplier which is no longer approved by us.

9.2.2. Designated or Approved Suppliers (which may be limited to or include us or our Affiliates) of, equipment, products, materials, supplies, and services.

9.2.3. Terms and conditions of the sale and delivery of, and terms and methods of payment for products, materials, supplies and services including direct labor, that you obtain from us, our Affiliates or others.

9.2.4. Test marketing of proposed Authorized Products or Services at any Human Development Franchise or Human Development Franchises as we deem appropriate.

You agree that you will not use products purchased from Approved Suppliers for any purpose other than operating your Human Development Franchise.

9.3. Operating Your Human Development Franchise. In operating your Human Development Franchise, you agree to use only the equipment (including the Computer System) and furnishings that we have approved for Human Development Franchises as meeting our specifications and standards for quality, design, appearance, function and performance. You agree to purchase or lease approved brands, types or models of equipment from suppliers we have designated or approved (which may include us and/or our Affiliates). You will pay the then-current price in effect for all such purchases you make from us and/or our Affiliates. You will establish independent commercial relationships with our Approved Suppliers for specific items.

9.4. Alternative Suppliers. If you want to make purchases from a supplier other than an Approved Supplier, you must first submit to us a written request to approve the proposed supplier, together with any documentation regarding that supplier that we reasonably request. Within 60 days after receiving a completed request, and completion of such evaluation and testing (if we require), we will notify you in writing of our approval or disapproval of the proposed supplier. We may revoke our approval at any time if we determine, in our sole discretion, that the supplier no longer meets our standards. You must stop purchasing from a disapproved supplier upon notification from us that it has been disapproved. ALTHOUGH APPROVED OR DESIGNATED, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO INVENTORY, SERVICES, PRODUCTS, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS. IN ADDITION, WE DISCLAIM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED OR PRODUCTS FURNISHED BY ANY SUPPLIER APPROVED OR DESIGNATED BY US. OUR APPROVAL OR CONSENT TO ANY SERVICES, GOODS, SUPPLIERS, OR ANY OTHER INDIVIDUAL, ENTITY OR ANY ITEM WILL NOT CREATE ANY LIABILITY TO OR BY US.

9.5. Acknowledgement of Markup or Rebates. You acknowledge and agree that we and our Affiliates have the right to a reasonable markup on all items that you are required to purchase from us and our Affiliates. Further, you acknowledge that we may receive from Approved Suppliers periodic volume rebates or other revenue or consideration as a result of your purchases. You further acknowledge and agree that we are entitled to keep such rebates and revenue for our own use, regardless of whether we choose to do so.

9.6. Maintenance and Refurbishment. You must, at your sole expense, do all things necessary to comply with the System, including keeping your Human Development Franchise, equipment and assets: (i) in good order and repair, and in compliance with the System requirements as set forth in the Brand Standards Manual or as we otherwise require; and (ii) in a neat, clean, and attractive condition; replacing equipment, and other assets only with those that we have approved as, in our discretion, they become worn out or otherwise unsuitable for use. You must make, at your expense, all additions, repairs, replacements improvements and alterations to your Human Development Franchise, and your equipment as we determine necessary so that the publicly-viewable aspects of the Human Development Franchise conform to the

System's image, as may be prescribed by us from time to time. You must undertake and complete such additions, repairs, replacements, improvements and alterations within the time and under the terms and conditions, which we may reasonably specify. If, however, any condition presents a threat to Clients or public safety, you must address the condition immediately. You recognize and agree that there are no limitations on this obligation, and acknowledge and agree that the requirements of this Section 9.6 are both reasonable and necessary to ensure continued public acceptance and patronage of Human Development Franchises and to avoid deterioration or obsolescence in connection with the operation of your Human Development Franchise. We agree that during the first twelve months of the Term, we will not require you to make any additions, repairs, replacements, improvements, or alterations to your Human Development Franchise if they will require you to spend more than two thousand dollars ($2,000) during that time.

9.7. Brand Standards Manual. You must operate your Human Development Franchise in strict compliance with the standard procedures, policies, rules and regulations established by us from time to time and incorporated in the Brand Standards Manual. You must ensure your Designated Executive Coach, employees, independent contractors and Affiliates compliance with the Brand Standards Manual. We have the right to prescribe additions to, deletions from or revisions of the Brand Standards Manual (the "**Supplements**"), all of which will be considered part of the Brand Standards Manual. All references to the Brand Standards Manual in this Agreement will include the Supplements. Supplements will become binding on you as if originally set forth in the Brand Standards Manual, upon being delivered to you (unless we specify a longer period). We will provide you with up to thirty (30) days to comply with any material change made by us to our standards. The Brand Standards Manual and any Supplements are material in that they will affect the operation of your Human Development Franchise, but they will not conflict with or materially alter your rights and obligations under this Agreement. While the Brand Standards Manual are designed to protect our reputation and the goodwill of the Marks, they are not designed to control the day-to-day operations of your Human Development Franchise.

9.7.1. We are permitted to revise the System, Marks, the various training programs offered to franchisees and their employees, and the Brand Standards Manual at any time, by addition, deletion or other modification to the provisions of the Brand Standards Manual, and such modification will be made in our sole judgment. Such modifications may obligate you to invest additional capital in your Human Development Franchise and/or incur higher operating costs, subject to the limitation stated in Section 9.7.

9.7.2. Upon the execution of this Agreement, we will loan to you one (1) copy of the Brand Standards Manual (which may be electronic). The Brand Standards Manual and all amendments to the Brand Standards Manual (and copies of it) are copyrighted and remain our property. The contents of the Brand Standards Manual are our Confidential Information. You must not make, or cause or allow to be made, any copies, reproductions or excerpts of all or any portion of the Brand Standards Manual without our express prior written consent.

9.7.3. You agree and acknowledge that full compliance with the Brand Standards Manual is essential to preserve, maintain and enhance the reputation, trade demand, and goodwill of the System and Marks. You acknowledge that your failure to operate your Human Development Franchise in accordance with the Brand Standards Manual can damage us, you, and Human Development Franchises generally.

9.8. Consumer Relations and Protection of Goodwill. You must give prompt, courteous and efficient service to the public and operate your Human Development Franchise in compliance with the Brand Standards Manual to preserve and enhance the value and goodwill of the Marks and the System. You will uphold, and take reasonable steps to ensure that your Designated Executive Coach, employees and independent contractors uphold high standards of honesty, integrity, and fair dealing in dealing with the

general public, Clients, other franchisees and us. You must promptly respond to all complaints received from your Clients or other individuals in an attempt to resolve the dispute in a reasonable business manner. If we are contacted by your Client who lodges a complaint, we reserve the right (but are not required) to address the Client's complaints in order to preserve goodwill and prevent damage to the Marks. If we provide a credit, refund, or other value to the Client as part of our addressing its complaint, you must reimburse us for the cost of the gift card, refund, or other value provided to the Client. Nothing in this Section 9.8 or in any other provision of this Agreement is to be construed to impose liability upon us to any third party for any of your actions or obligations.

9.9. Days of Operation. You must operate your Human Development Franchise during such days, and hours as we may state from time-to-time in the Brand Standards Manual or otherwise. You further acknowledge and agree that the day-to-day operational decisions relating to the closing and opening procedures of your Human Development Franchise, including any security, staffing, and other similar matters, will be made solely by you.

9.10. Minimum Performance Requirement. Beginning on the first day of the second full year of operations under this Agreement, you must maintain a rolling three-month average Gross Revenue of $5,000 per month ("**Minimum Revenue Requirement**"). This means that at any given point, the average monthly Gross Revenue for the preceding three months must meet or exceed the Minimum Revenue Requirement.

9.10.1. The rolling three-month average will be calculated by summing the Gross Revenue for the current month and the two preceding months and dividing the total by three. The resulting average must meet or exceed the Minimum Revenue Requirement.

9.10.2. We reserve the right, in our sole discretion, to increase the Minimum Revenue Requirement threshold by up to 10% annually. We will communicate any such increase to you at least 60 days before the newly-adjusted Minimum Revenue Requirement becomes effective.

9.10.3. You understand, acknowledge, and agree that the purpose of this Section 9.10 is not punitive, but is instead intended to ensure that the Marks and System are adequately represented and supported. This Minimum Revenue Requirement is not, and should not be considered, a financial performance representation relating to your Human Development Franchise. Actual results may vary from franchise to franchise, and we cannot predict the results of any particular franchise.

9.11. Compliance With Data Security Guidelines. You must use your best efforts to protect your Clients against a cyber-event, identity theft or theft of personal information. You must at all times be compliant with Legal Requirements concerning: (a) the NACHA ACH Security Framework; (c) state and federal laws and regulations relating to data privacy, data security and security breaches; and (d) our security policies and guidelines, all as they may be amended from time to time.

9.12. Compliance With Legal Requirements. You agree to maintain the highest standards applicable to the operation of your Human Development Franchise. You agree to comply with all Legal Requirements and obtain and maintain any and all licenses and permits required by any governmental agencies or otherwise necessary to conduct your Human Development Franchise in any jurisdiction in which it operates. You acknowledge that you alone are responsible for complying with Legal Requirements and that we have no obligation to you or any other person for your compliance with Legal Requirements. As between us and you, you are solely responsible for the safety and well-being of your employees and Clients. You must notify us of the commencement of any action, suit or proceeding involving you or your Human Development Franchise, and of the issuance of any order, writ, injunction, judgment, award or decree which

may affect the operation or financial condition of your Human Development Franchise not more than five (5) days after notice of such commencement or issuance.

9.13. Improvement(s). If your Designated Executive Coach, employees, or Owners develop any new or improve upon any existing concept or process related to or in the operation or promotion of your Human Development Franchise or Human Development Franchises generally (an "**Improvement**"), you agree to promptly notify us and provide us with all necessary related information, without compensation. Any such Improvement will become our sole property and we will be the sole owner of all related copyrights, trademarks, patents, patent applications, and other intellectual property rights. You must fully disclose the Improvement(s) to us, without disclosing the Improvement(s) to others, and you must obtain our written approval prior to using such Improvement(s). You and your Owners agree to assign to us any rights you or your Owners may have or acquire in the Improvement(s), including the right to modify the Improvement, and you and your Owners waive and/or release all rights of restraint and moral rights in and to the Improvement. You and your Owners agree to assist us in obtaining and enforcing the intellectual property rights to any Improvement. In the event that the foregoing provisions of this Section 9.13 are found to be invalid or otherwise unenforceable, you and your Owners hereby grant to us a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe on you or your Owners' rights to the Improvement.

10. OPERATIONAL ASSISTANCE BY US

10.1. Training. Prior to beginning operation of your Human Development Franchise, your Designated Executive Coach must attend, and successfully complete, to our satisfaction, the Foundations portion of our initial training program in our System, methods of operation, policies, and any other topics as we may determine necessary or appropriate (the "**Initial Training Program**"). The Initial Training Program is conducted by the Institute for Meta Performance, and includes both in person and online training. Your Designated Executive Coach must attend and successfully complete, or our satisfaction the Initial Trainnig Program within six (6) months. If we determine in our sole discretion, based on his or her performance in the Initial Training Program, that your Designated Executive Coach is not qualified to operate an Human Development Franchise or you have not obtained all necessary licenses, we have the right to terminate this Agreement. Upon receipt of a signed general release from you, we will return to you sixty percent (60%) (or $6,480), of the Prosper Certification fee you paid us. Otherwise, the fee for the Initial Training Program is not refundable.

10.1.1. The Initial Training Program will relate to the System, System guidelines, and operational and brand standards. We will not train or assist in training your employees or independent contractors. You will be responsible for training your employees and independent contractors. You will be responsible for hiring, training, directing, scheduling, and supervising your employees and independent contractors in the day-to-day operations of your Human Development Franchise.

10.1.2. If you have any of your employees attend any of our training programs, you must **first** have the attendee sign a: (a) Confidentiality Agreement, substantially in the form attached to our Franchise Disclosure Document as **Exhibit H**; and (b) Franchise Relationship Acknowledgement, attached as **Addendum 4**. Upon our request, you must provide to us copies of these documents signed by your employees that have attended our training program. Each individual who wishes to attend the Initial Training Program after or in addition to your Designated Executive Coach must pay the Initial Training Fee, less a ten percent (10%) discount.

10.1.3. Should we decide to hold any in-person training sessions that require you to travel, you must pay all lodging, travel and meals, personal expenses, salary and living expenses incurred by

your Designated Executive Coach, your Owners, and/or other persons attending the training with you or any subsequent training attended by your Designated Executive Coach, your Owners, or employees.

10.1.4. We will not pay compensation for services performed by trainee(s) in connection with training or other assistance, including providing services for us, Affiliate(s) or other franchisee(s).

10.2. Opening Assistance. Immediately before your Human Development Franchise opens, we will make one of our representatives available to you over the phone and/or over the Internet to assist your Designated Executive Coach with the initial operation of your Human Development Franchise.

10.3. Periodic Training and On-Site Assistance. We may require your Designated Executive Coach and/or other employees to attend periodic refresher training courses at such times and locations that we designate, which training may (at our option) take place at your Human Development Franchise, at another Human Development Franchise, or at a training facility operated by us. You may also request our assistance or one-on-one coaching, which we will provide through the Institute either remotely, at the Institute, or on-site at your Human Development Franchise. You are required to pay the Institute's then-current fee (as listed in the Brand Standards Manual) for the additional training. If training takes place at any location other than our headquarters, we can require you to pay for the lodging, travel and meal expenses we incur for our personnel conducting the training. If training takes place somewhere other than your Human Development Franchise, you will be solely responsible for the lodging, travel, living and meal expenses for those of your personnel attending the training.

10.4. Meetings, Conferences, or Conventions. We require your Designated Executive Coach and/or other employees to attend weekly meetings held remotely at such times as we designate. We require your Designated Executive Coach to attend our annual convention; you may designate other employees to attend our annual convention by notifying us of their planned attendance at least sixty (60) days before the start of the convention. You must pay the Conference Fee for each of your employees who attend at the annual convention. You must pay the travel and living expenses of your employees to attend our annual convention. We may, in our discretion, hold other periodic conferences to discuss sales techniques, new Authorized Services and Products developments, bookkeeping, training, accounting, inventory control, performance standards, advertising programs, procedures and other topics. We may charge a fee to attend any such other conferences, and we may make attendance mandatory. Your Designated Executive Coach attending a convention or meeting must stay (at your expense) at the host facility selected by us.

10.5. Remote Assistance. We will make a representative reasonably available to respond to your questions (by telephone or through the Internet) during normal business hours, as we determine necessary, to discuss your operational issues and support needs. We may also provide to you such periodic individual or group advice, consultation and assistance, rendered by telephone, newsletter or bulletins made available from time to time to all Human Development Franchises, as we may deem necessary or appropriate within our sole discretion. In addition, we may communicate with you concerning new developments, techniques and improvements as we deem appropriate in our sole discretion.

10.6. Pricing and Rebates. We may (but are not required to) negotiate purchase agreements with Approved Suppliers to obtain discounted prices for franchisees and other Human Development Franchises in the System.

11. **USE OF TECHNOLOGY**

11.1. Computer System. You must purchase and install a computer system, using such software or cloud-based storage facilities as we specify, that meets our specifications (the "**Computer System**"). You must make all improvements to the Computer System in the manner, and when, specified by us in writing, even if such improvements require you to spend additional money on the Computer System. You have sole and complete responsibility for the manner in which your Computer System interfaces with other systems, including those of us and other third parties, as well as any and all consequences that may arise if your Computer System is not properly operated, maintained and upgraded.

11.1.1. We will provide to you the software we require you to use for your Human Development Franchise in exchange for the Technology Fee. You must obtain any other software for the Computer System only from Approved Suppliers. This includes business management software, and other software and hardware that we require. You may not install, or permit to be installed, any devices, software or other programs not approved by us for use with the Computer System. You may not authorize the use of the software by anyone else and will not configure, program or change any software programs.

11.1.2. We may from time-to-time designate, develop, or authorize others to develop proprietary or non-proprietary computer applications for use as part of the Computer System, which you may be required to purchase and/or license and use in the operation of your Human Development Franchise. You must execute any license, sublicense or maintenance agreement or any other Approved Supplier of proprietary or non-proprietary computer applications designated by us.

11.1.3. You must: (a) promptly enter into the Computer System and maintain all information that we require you to enter and maintain; (b) provide to us such reports as we may reasonably request from the data so collected and maintained, and (c) permit us to access your Computer System at all times and any time by any commercially available means we specify from time to time. You must cooperate with us to permit us access your Computer System and all of its data.

11.1.4. Any and all data collected or provided by you, downloaded from your Computer System, or otherwise collected from you by us or provided to us (which includes but is not limited to the Operational Data), is and will be owned exclusively by us, and we have the right to use the data in any manner without compensation to you. During the Term, you are licensed, without additional compensation, to use such data solely for the purpose of operating your Human Development Franchise. This license will automatically and irrevocably expire, without additional notice or action by us, when this Agreement terminates or expires.

11.2. Ownership of Operational Data and Goodwill. You acknowledge that we own all information, including names, addresses, telephone numbers, e-mail addresses, and other business records ("**Operational Data**") with respect to the: (a) Clients of your Human Development Franchise; (b) your referral sources; and (c) and the suppliers of your Human Development Franchise, including any and all Approved Suppliers. You agree that Operational Data includes all information generated or recorded as a result of your efforts while using the Marks. You agree to use reasonable efforts to obtain and capture Operational Data, with the permission of your Clients, referral sources, and suppliers. You agree to input Operational Data into the Computer System, or other system or method of retention specified in the Brand Standards Manual, if we direct you to do so. You must not export Operational Data from the Computer System or software. We have the right to use and exploit the Operational Data in any way we choose. You also agree that any goodwill resulting from your activities under this Agreement is our sole property.

12. **AUDITS; INSPECTIONS**

12.1. Financial Planning and Management. You must keep such complete records of your Human Development Franchise as a prudent and careful businessperson would normally keep. You must keep your financial books and records as we may from time to time direct in the Brand Standards Manual or otherwise, including retention of all invoices, accounts, books, data, licenses, order forms, payroll records, check records, bank deposit receipts, sales tax records, refunds, cash disbursements, journals and general ledgers. On or before the Payment Date, you must submit to us a complete and accurate accounting of your Gross Revenue for the previous month in the format we request, which may be electronic, through the Computer System or otherwise. You must prepare monthly income statements for your Human Development Franchise, which we may require you to submit to us. You must maintain an accounting system reflecting all operational aspects of your Human Development Franchise, including uniform reports as may be required by us, prepared in accordance with accounting methods utilized and generally accepted for federal income tax return purposes. You will also submit to us current financial statements; forms showing the sales, use, and gross receipt taxes paid by you; and such other reports or documents kept by you as we may reasonably request. On or before April 15 of each year, you must provide us with a copy of your federal tax return for the previous tax year. On or before March 15 of each year, you must provide us with annual financial statements relating to your Human Development Franchise in a format that we reasonably require. You must maintain the records required under this Section 12.1 for a period of three (3) years after the termination, Transfer, or expiration of this Agreement.

12.2. Inspection Rights and Access to Records. During the Term and for a period of three (3) years following the termination or expiration of the Agreement, we (either directly or through a designated agent) have the right at any time during normal business hours to visit and inspect all aspects of your Human Development Franchise, including: (i) the place where your records are located; and (ii) your Business Office. If your Business Office is located at your home, we will give you at least five days' advance notice before inspecting your Business Office. You acknowledge that any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of your Human Development Franchise or to assume any responsibility for your obligations under this Agreement.

12.2.1. As part of such visit, we have the right to: (a) inspect your Human Development Franchise operating materials and supplies; (b) observe the operations of your Human Development Franchise for such consecutive or intermittent periods as we deem necessary; (c) take photographs, movies or video recordings of your Human Development Franchise; (d) interview your personnel; (e) conduct Client surveys; (f) inspect and copy any books, Operational Data, records, and documents relating to the operation of your Human Development Franchise, including contracts, leases, and material and information generated by or contained in the Computer System; and (g) select supplies, equipment and other items from your Human Development Franchise to evaluate whether they comply with our Brand Standards Manual. You must cooperate fully with us in connection with these inspections, observations, surveys and interviews.

12.2.2. You authorize us or our designee to make reasonable inquiries of your bank, accountant or bookkeeper, suppliers and trade creditors concerning your Human Development Franchise, and by this Agreement you direct such persons to provide us with such information and copies of documents pertaining to your Human Development Franchise as we request.

12.2.3. We and our designee have the right to discuss your records and your Human Development Franchise with your Designated Executive Coach and any officers, directors and employees responsible for maintaining records. If you inform us of your intention to Transfer your Human Development Franchise, we have the right to discuss your records, Gross Revenue information, and other information with your prospective transferee.

12.3. Audit. We and/or our designated agents have the right at all reasonable times to examine and copy, at our expense, your books, records, accounts, sales tax records, Operational Data, and business tax returns relating to your Human Development Franchise. We also have the right, at any time, to have an independent audit made of your books and records or to require you to participate in a mail-in audit or any other form of audit in accordance with the Brand Standards Manual. You agree to cooperate fully with our representatives and independent accountants in any examination. If an inspection or audit reveals that any payments due to us have been understated in any report to us, then you must immediately pay us the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of one- and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. If an inspection or audit discloses an understatement in any report of three percent (3%) or more, you must, in addition to repaying money owed with interest, reimburse us for any and all costs and expenses connected with the inspection (including, without limitation, travel, lodging and wage expenses, and reasonable accounting and legal costs). The remedies in this Section 12.3 are in addition to any other remedies we may have as a result of your underreporting, including but not limited to the right to terminate this Agreement.

12.3.1. You must cooperate in scheduling any audit and providing access to records, which must be maintained and presented in reasonable order to allow the audit to be timely conducted.

12.3.2. Your failure, refusal or neglect to dispute any fees or contributions that an audit reveals you owe, including any fees, costs and penalties assessed in connection with an audit, constitutes a waiver of any right to challenge such fees, unless you provide us written notice of your dispute, along with an explanation of the basis for your dispute, within thirty (30) days of the date we deliver the audit results to you in writing.

12.4. Consent to Use of Likeness and your Human Development Franchise. You agree that we have the right to use the likeness (including photographs or videos containing images) of: (a) your Owners; (b) your Designated Executive Coach; and (c) any of the assets owned by your Human Development Franchise for any purposes relating to the promotion or marketing of the System or Marks.

13. YOUR OWNERS AND GUARANTORS; RELATIONSHIP BETWEEN THE PARTIES

13.1. Your Name. You may use "Novus Global™" or our other Marks **only** as a "doing business as" (d/b/a) designation. You may not use other name in connection with any advertising or operation of your Human Development Franchise. We have the right to review and require changes to any display of your name or the Marks.

13.1.1. You may not include "Novus Global™" or any of the Marks in your legal name.

13.1.2. If you operate your Business Office from a commercial space, you must post a conspicuous notice on or near the front entrance of your Human Development Franchise that clearly states: "EACH NOVUS GLOBAL™ BUSINESS IS INDEPENDENTLY OWNED AND OPERATED" or any modification of this statement as we may require in the Brand Standards Manual. You must also include this disclaimer on all business cards, stationery, promotional and advertising materials, website and Internet communications, real estate documents, and all other materials you use.

13.1.3. In all public records, in relationships with other persons, and on letterhead and business forms, you must indicate that you independently own your Human Development Franchise, and that you are solely a franchisee of Novus Global Franchising, LLC.

13.2. Relationship of Parties. The parties intend by this Agreement to establish between you and us only the relationship of franchisor and franchisee. You have no authority to create or assume in our name or on our behalf, any obligation, express or implied, or to act or purport to act as our agent or representative for any purpose whatsoever. Neither we nor you are the employer, employee, agent, partner or co-venturer of or with the other, each of us being independent. You will not hold yourself out as our agent, employee, partner or co-venturer. Neither you nor we have the power to bind or obligate the other except specifically as stated in this Agreement. We and you agree that the relationship created by this Agreement is one of an independent contractor and not a fiduciary relationship.

13.2.1. We will not be obligated for any damages, claim, or obligation to any person or property, directly or indirectly arising out of your operation of your Human Development Franchise, whether or not caused by your negligent or willful action or failure to act, or your use of the Marks in a manner not in accordance with this Agreement. You must not use any of the Marks in signing any contract or in applying for any license or permit or in a manner that may result in our liability for your debts or obligations. Without limiting the generality of the foregoing, you acknowledge that we have no responsibility to ensure that your Human Development Franchise is developed and operated in compliance with Legal Requirements.

13.2.2. All employees or independent contractors hired by or working for you will be your employees or independent contractors alone and can never, under any circumstances or for any purpose, be deemed our employees or subject to our control, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. You and we will file our own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers compensation payments with respect to our respective employees and operations, and we will save and indemnify one another of and from any liability of any nature whatsoever by virtue thereof. Neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed, to state or imply that we are the employer of your employees and/or independent contractors, nor vice versa.

13.2.3. We will not have the power to hire or fire your employees. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees or independent contractors for qualification to perform certain functions for your Human Development Franchise does not directly or indirectly vest in us the power to hire, fire or control any such employee or independent contractor. You alone are solely responsible for all hiring and employment decisions and functions relating to your Human Development Franchise, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, setting hours for, and discipline of employees, regardless of whether you have received advice from us on these subjects or not. You agree that any direction you receive from us regarding employment policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel well-versed in employment law.

13.2.4. You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of your Human Development Franchise and that under no circumstance will we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of System which you are required to comply with under this Agreement, whether set forth in the Brand Standards Manual or otherwise,

do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Human Development Franchise, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Human Development Franchise.

13.2.5. You acknowledge that we may, from time-to-time, make certain recommendations as to employment policies and procedures, which may include (among other things) a sexual harassment policy. You will have sole discretion in whether to adopt any such policies and procedures, and as to the specific terms of those policies and procedures. Training with respect to all such policies and procedures will be your sole responsibility.

13.3. Owners Agreement. You and each of your Owners who own a legal or beneficial interest in you of five percent (5%) or greater must, jointly and severally, sign the Owner Agreement attached as **Addendum 2,** and you and each of your Owners will otherwise bind yourselves to the terms of this Agreement. If the ownership interest is acquired after Effective Date, each new Owner must sign and provide the Owner Agreement to us within ten (10) days after obtaining the interest as an Owner.

14. INDEMNIFICATION; INSURANCE

14.1. Indemnification. You, and each of the Owners identified on **Addendum 1**, agree that you will, at all times, indemnify, exculpate, defend and hold harmless, to the fullest extent permitted by law, us, our successor, assigns, and Affiliates (including but not limited to Novus Intermediate Holdings, LLC) and the respective officers, directors, shareholders, agents, representatives, independent contractors, servants, and employees of each of them (the "**Indemnified Parties**") from all losses and expenses incurred in connection with any action, suit, proceeding, claim, damages (actual, consequential, or otherwise), demand, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, investigation, or inquiry (formal or informal), or any settlement of any of them, which arises out of or is based upon any of the following:

14.1.1. The infringement, alleged infringement or any other violation by you, your Owners or principals of any patent, mark, copyright, or other proprietary right owned or controlled by third parties due to your unauthorized use of all or any portion of the Marks and/or System.

14.1.2. Your, or your Owners', violation, breach, or asserted violation or breach of any federal, state, or local law, regulation, ruling or industry standard.

14.1.3. Your, or your Owners', libel, slander, or any other form of defamation.

14.1.4. Your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees.

14.1.5. Your, or your Owners': (a) violation or breach of any warranty, representation, agreement, or obligation in this Agreement or in any other agreement between you and us or our Affiliates; (b) acts, errors, or omissions, or those by any of your affiliates, any of your principals, officers, directors, shareholders, agents, representatives, independent contractors, or employees in connection with the establishment and operation of your Human Development Franchise, including, but not limited to, any acts, errors, or omissions of any of them in the operation of any motor vehicle or in the establishment or implementation of security for your Human Development Franchise.

14.1.6. Any damages, incidents, or claims listed in this Section 14.1 that are alleged to be caused by an Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, and damages are determined to be caused solely by the Indemnified Party's gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction.

We have the right to defend any such action or claim against us, with counsel of our choosing, at your expense. This indemnification will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. For the purposes of the indemnification in this Section 14.1 only, the term "claim" also includes all obligations and costs incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountant, arbitrator, attorney, and expert witness fees, costs of investigation and proof of facts, court costs, and other expenses of litigation, arbitration, or alternative dispute resolution and travel and living expenses.

14.2. Mitigation Not Required. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

14.3. Insurance. During the Term, you must maintain in force, at your expense, policies of insurance, in the minimum amounts specified by us, purchased from the Approved Supplier we designate.

14.3.1. Required Insurance. You must purchase and maintain, throughout the term of the Agreement: (1) professional liability (errors & omissions) and general liability insurance written on occurrence form coverage for the franchised business with limits of at least $1,000,000 per occurrence, $1,000,000 aggregate limit; (2) personal and advertising injury coverage of $1,000,000 per occurrence; (3) automobile liability, covering any automobile, including any hired or non-owned vehicles used in your Human Development Franchise's operation, of $1,000,000 coverage or higher amount if required by applicable law; (4) excess or umbrella liability insurance with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate; and (5) other insurance to comply with applicable law. If you host events (like training events), we require you to obtain a special events policy with a minimum coverage of $1,000,000. We may unilaterally modify our insurance requirements, which modifications may include increasing minimum policy limits, by delivering to you written notice of the change through the Brand Standards Manual.

14.3.2. Recommended Insurance. We also recommend (but do not require) the following types of insurance: (1) if you have employees, employment practices liability insurance in an amount of $1,000,000 for each loss and $1,000,000 in costs ($2,000,000 total); (2) cyber liability insurance in the amount of at least $100,000 per incident.

14.3.3. Additional Named Insured. Each insurance policy must contain an endorsement naming us (and, if we so request, our members, directors, agents, and Affiliates) as "Additional Named Insured" (and not as "additional insureds") in the broadest form, extending to our negligence and errors and omissions, and cannot be limited to vicarious liability. You must provide us with thirty (30) days advance written notice to us of any material modification, cancellation, or expiration of the policy. Each policy must also include a waiver of the insurer's right of subrogation against any of us, and provide coverage for your indemnification obligations under this Agreement. The insurance afforded to additional insureds must apply as primary insurance and not contribute to any insurance or self-insurance available to Novus Global Franchising, LLC.

14.3.4. Continuation of Policy. Regardless of the amounts we state above, it is your responsibility to maintain adequate insurance coverage at all times during the term of and after the expiration of this Agreement, so that coverage, including but not limited to any policies that are on a "claims made" basis, which through the purchase of an extended reporting endorsement (i.e., "tail" insurance) will be in effect for acts or omissions that occurred prior to the termination of the policy and are reported within a 24 month period following the end of the policy period.

14.3.5. Copies of Policies. You must provide us with copies of policies (including all endorsements) evidencing the existence of the insurance required by this Section 14.3 at least ten (10) days prior to the time you are first required to carry insurance, and thereafter at least thirty (30) days prior to the expiration of any policy, along with certificates evidencing such insurance.

14.3.6. Our Right to Obtain Insurance. In the event you fail to obtain the required insurance and to keep it in full force and effect, we may, but will not be obligated to, purchase insurance on your behalf from an insurance carrier of our choice, and you must reimburse us for the full cost of such insurance, plus an administrative fee equal to 15% of the cost of such premiums, within five (5) days of the date we deliver you an invoice detailing such costs and expenses.

14.3.7. Acknowledgement. You acknowledge that the foregoing minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect you from losses in connection with your Human Development Franchise. Nothing in this Agreement prevents or restricts you from acquiring and maintaining insurance with higher policy limits or lower deductibles than we require.

15. **ASSIGNMENT**

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

15.2. Assignment by You. We have entered into this Agreement in reliance upon and in consideration of your Owner(s) singular personal skill and qualifications, as well as the trust and confidence we have in your Owner(s). Therefore, neither your interest in this Agreement, nor any interest in: (a) you; (b) any of your Owners; (c) substantially all of your assets; or (d) your Human Development Franchise, can be assigned, transferred, given away or encumbered, voluntarily or involuntarily (a "**Transfer**"), without our prior written consent.

15.2.1. We will not unreasonably withhold approval of a Transfer if you comply with the conditions of this Article 15. Our consent to a Transfer will not be a waiver of any claims we may have against you.

15.2.2. If, after a Transfer approved by us, one of your Owners no longer has any interest in you or your Human Development Franchise, then that person will be relieved of liability for any obligations to us that arise *after* the date of the Transfer, except for obligations that arise under Articles 16 or 18.

15.3. Conditions for Approval of Transfer. We, in our discretion, may impose conditions on the Transfer, including the following:

15.3.1. You and your Owners must be in full compliance with this Agreement, and must have been in substantial compliance with this Agreement during the Term, and must pay all amounts then owed to us and our Affiliates.

15.3.2. The transferee must complete and submit all application documents and fees required by us from prospective franchisees at the time of the assignment, meet all of our then-current standards for new prospective franchisees, and be approved in writing by us.

15.3.3. You must provide us with a complete copy of all contracts and related documentation between you and your prospective transferee relating to the intended Transfer.

15.3.4. The transferee must have, at our option, either: (i) assumed this Agreement by a written assumption agreement approved by us (which will include a personal guarantee(s) by the transferee, its principals and/or owners of a beneficial interest in transferee), or have agreed to do so at closing; or (ii) executed a replacement franchise agreement on the standard form of franchise agreement we are then offering to new franchisees, which may differ from this Agreement in all material respects, including but not limited to having a smaller Territory and higher or different fees than were required in or granted by this Agreement.

15.3.5. At the time you ask for our consent to a Transfer, you must pay us a transfer fee equal to ten thousand dollars ($10,000).

15.3.6. At the expense of either you or the transferee, upgrade, remodel, or replace the assets used by your Human Development Franchise, including any and all of your equipment, to conform to our then-current standards and specifications for new franchisees, and complete the upgrading, remodeling, or replacing and other requirements within the time specified by us.

15.3.7. Prior to the date of Transfer, your transferee, its Designated Executive Coach must attend training as required under the-then current franchise agreement being used by us.

15.3.8. You and each Owner must have executed a general release, on our then-current form (our current form is attached to the Franchise Disclosure Document as **Exhibit E**), of any and all claims against us and our Affiliates and our and their respective officers, directors, shareholders, managers, members, agents and employees in their corporate and individual capacities; provided, however, that any release will not be inconsistent with any state law regulating franchising.

15.3.9. If any part of the sale price is financed, you must agree that all obligations of the transferee under any promissory note, other payment agreement, or financing statement will be subordinate to the obligations of the transferee to pay all amounts due to us and our Affiliates.

15.3.10. The transferee must assume all of your liabilities and obligations relating to your Human Development Franchise.

15.3.11. You must execute a written agreement not to compete in favor of us and your transferee, with terms the same as those set forth in Sections 16.5 and 16.6.

15.4. Right of First Refusal. At least sixty (60) days before you intend to Transfer your Human Development Franchise, you must give written notice to us of your intention to make a Transfer. This notice

must include a fully-executed copy of any sale document, and any documents referred to in that or those document(s).

15.4.1. We will have the right to acquire the transferred interest at the same price, and on the same terms and conditions, as contained in any bona-fide offer from a third party made to you. Our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we or our designee may provide promissory notes with the same terms as those offered by the proposed transferee). We will have thirty (30) days from the date that you give us written notice of your intention to Transfer to determine whether we will exercise our right of first refusal. If we exercise our right of first refusal, we will have up to sixty (60) days from the date of your written notice to close the purchase.

15.4.2. We must receive, and you and your Owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a Business Entity, as applicable.

15.4.3. We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Section.

Any material change in the terms of any offer prior to closing, or your failure to close on the Transfer within one hundred twenty days (120) of submitting to us written notice of your intention to make the Transfer, will constitute a new offer subject to the same right of first refusal by us.

15.5. Death or Disability of Your Owners. Upon the death or permanent incapacity (mental or physical) of any Owner who has a controlling interest in you, the executor, administrator, or personal representative of such person must Transfer such interest to a third party approved by us within ninety (90) days after such death or mental incapacity. Such Transfers, including, without limitation, Transfers by devise or inheritance, will be subject to the same conditions as an inter vivos transfer. In the case of Transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 15.5, the executor, administrator, or personal representative of the decedent must Transfer the decedent's interest to another party approved by us within ninety (90) days, 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 the ninety (90) day period, we may, at our option, terminate this Agreement.

15.6. Separation, Death or Disability of Designated Executive Coach. If, due to separation, death, permanent incapacity (mental or physical) or otherwise, you do not have a Designated Executive Coach, you must, within a reasonable time not to exceed fifteen (15) days from the date you no longer have a Designated Executive Coach, obtain our approval, which is in our sole and absolute discretion, of a new Designated Executive Coach. The new Designated Executive Coach must, at your expense, attend and complete the Initial Training Program to our satisfaction, and must be an Owner of you. If you do not obtain our approval of a new Designated Executive Coach within fifteen (15) days, we will have the right (but not the obligation) to exercise our step-in rights under Section 17.8. If you fail to obtain our approval of a new Designated Executive Coach within sixty (60) days from the date you no longer have a Designated Executive Coach, we may, at our option, terminate this Agreement.

16. COMPETITION; PROTECTION OF OUR CONFIDENTIAL INFORMATION

16.1. Your Acknowledgement. You acknowledge that you will obtain knowledge of our Confidential Information that is essential to the operation of your Human Development Franchise, without which information you could not effectively and efficiently operate it. You further acknowledge that such Confidential Information was not known to you prior to execution of this Agreement. You further

acknowledge and agree that all of the Confidential Information is our sole property, represents our valuable assets, and that we have the right to use the Confidential Information in any manner we wish at any time.

16.2. Use and Disclosure of Confidential Information. You will not use any Confidential Information for any purpose other than in the manner we permit or direct. You may disclose Confidential Information only to such of your employees, agents, independent contractors and representatives as reasonably necessary in order to operate your Human Development Franchise. You may not, during the Term or afterward, communicate, divulge or use for the benefit of any other person or entity any Confidential Information, except to such employees and independent agents as must have access to it in order to operate your Human Development Franchise, and you agree that your use of Confidential Information for any purpose other than the development and operation of your Human Development Franchise in accordance with this agreement would constitute unfair competition. Any and all Confidential Information may not be used for any purpose other than conducting your Human Development Franchise. You agree not to make any copies of, reproductions of, or extracts of any Confidential Information except strictly incidental to, and solely in furtherance and within the scope of your relationship with us. You will never reveal any Confidential Information to any person, except as permitted by this Agreement or pursuant to an order from a court of competent jurisdiction. In the event that you should receive such a court order, you must provide us immediate oral and written notice of such order, and must cooperate with us in protecting the secret nature of the Confidential Information.

16.3. Preservation of Confidentiality. You must not permit any person (including your Owners, Designated Executive Coach, principals, officers, directors, independent contractors and employees) to access Confidential Information (including the Brand Standards Manual) without first requiring them to execute confidentiality agreements, in a form we approve, requiring that all Confidential Information that may be acquired by or imparted to such person be held in strict confidence and used solely for the benefit of you and us. You must ensure that each of your Owners execute the Owner Agreement, attached to this Agreement as **Addendum 2**. All confidentiality agreements described in this Section 16.3 must include a specific identification of us as a third-party beneficiary with the independent right to enforce the agreement. Our current approved form is attached to our Franchise Disclosure Document as **Exhibit H**.

16.4. Covenant Not to Compete: During Term. You covenant and agree that, during the Term and any successor term(s), neither you nor your Owners, Designated Executive Coach, officers, directors, members, and partners nor any of your or their immediate family members will directly or indirectly own, invest in, partner with, direct, serve as an officer or director for, be employed by, act as consultant for, represent, act as an agent for, or divert or attempt to divert any Client, person, or business to, any Competitive Business anywhere.

16.5. Covenant Not to Compete: After Term. For the reasons stated in Section 16.1 above, you covenant and agree that, for a period of two (2) years after the termination or expiration of this Agreement or any successor to this Agreement, regardless of the reason, cause, purpose, or source of the termination or expiration (including but not limited to your Transfer of this Agreement), you and your owners, managers, Designated Executive Coach, officers, directors, members, and partners shall not directly or indirectly own, invest in, partner with, direct, serve as an officer or director for, be employed by, act as a consultant for, represent, or act as an agent for, any Competitive Business within the United States.

16.6. Covenant Not to Divert Clients. You agree that, during the Term or any successor term(s), and for a period of two (2) years after the termination or expiration of this Agreement or any successor agreement(s), you will not divert, attempt to divert, or accept business from any Client of any Human Development Franchise to any Competitive Business.

16.7. You Acknowledge that these Covenants Are Reasonable. You agree that all covenants in this Agreement and this Article 16 are fair and reasonable in both duration and area, and will not impose any undue hardship on you. You agree that the existence of any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to enforcement by us of the covenants in this Article. You further acknowledge that a violation of any covenant in this Article 16 will cause us irreparable harm, the exact amount of which may not ascertainable, and therefore, you consent that in the event of such violation, we will, as a matter of right, be entitled to apply for injunctive relief to restrain you, or anyone acting for you or on your behalf, from violating said covenants. Such remedies, however, are cumulative and in addition to any of the remedies to which we may then be entitled. The covenants set forth in this Article 16 will survive the termination, expiration or Transfer of this Agreement. You agree to pay all costs and expenses, including, without limitation, reasonable attorneys' fees, that we incur in connection with our enforcement of the covenants in this Article 16. YOU EXPRESSLY ACKNOWLEDGE THAT YOU POSSESS SKILLS AND ABILITIES OF A GENERAL NATURE AND HAVE OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, YOU REPRESENT TO US THAT ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE YOU OF THE ABILITY TO EARN A LIVING.

16.8. Covenants Are Severable; Tolling. The parties agree that each covenant in this Article 16 is construed to be independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Agreement is held unenforceable or unreasonable by a court or agency having competent jurisdiction in any final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resultant covenant were separately stated in and part of this Agreement. Any period of time specified in this Article 16 will be tolled and suspended for any period of time during which you are in violation of any restrictive covenant.

16.9. Limited Exclusion. The restrictions contained in Sections 16.4 and 16.5 above will not apply to ownership of less than two percent (2%) of the shares of a company whose shares are listed and traded on a national securities exchange if such shares are owned for investment only.

17. **DEFAULT; TERMINATION**

17.1. Automatic Termination Without Notice. You will be in default under this Franchise Agreement, and we may automatically terminate all rights granted to you by this Franchise Agreement without notice if: (i) you file or cause to be filed a petition in bankruptcy or you are adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of any applicable state or federal laws); or (ii) you admit to your inability to meet your financial obligations as they become due, or make a disposition for the benefit of its creditors (unless prohibited by law); or (iii) a receiver or custodian (permanent or temporary) is appointed for any of your assets or property; or (iv) a final judgment in excess of $10,000 against you remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment), except that we may provide you with additional time to satisfy the judgment if you demonstrate that you are using commercially reasonable efforts to resolve the issues related to the judgment.

17.2. Immediate Termination With Notice and No Opportunity to Cure. We will have the right to terminate this Agreement immediately, without providing you an opportunity to cure, upon our delivery of written notice to you under any of the following circumstances:

17.2.1. Failure to Open. You fail to open your Human Development Franchise on or before the Commencement Deadline.

17.2.2. Abandonment. You fail to keep your Human Development Franchise operating for a period of three (3) consecutive days, except as may be allowed by us in the Brand Standards Manual or otherwise in writing.

17.2.3. Failure to Maintain Licenses and Permits. You fail to maintain all required professional licenses, permits, and certifications for a period exceeding five (5) business days.

17.2.4. Certain Acts. Conduct or activity by you, your Executive Coaches, Owners, managers, officers or directors that is reasonably likely to have an adverse effect or reflect unfavorably on your Human Development Franchise, us, the System, Human Development Franchises generally, the Marks, or the goodwill associated with them, including (but not limited to) a felony conviction of you or of any of your Exeutive Coaches, Owners, mangers, officers or directors.

17.2.5. Unauthorized Assignment. You or an Owner purport to sell, assign, Transfer or encumber this Agreement, your Human Development Franchise or an interest in you without our prior written consent in violation of Article 15.

17.2.6. Failure to Comply With Laws. You fail to comply with any material Legal Requirement applicable to the operation of your Human Development Franchise, and fail within the time period allowed by law (if applicable) to cure the noncompliance following your receipt of notice of the noncompliance. If no time period is specified, the cure period will be twenty-four (24) hours from the receipt of such notice.

17.2.7. Repeated Defaults. We deliver to you two or more written notices of default pursuant to this Article 17 within any twelve (12) month period, whether or not the defaults described in the notices ultimately are cured.

17.2.8. Material Misrepresentations. You make any material misrepresentations relating to the acquisition of your Human Development Franchise or in connection with the operation of your Human Development Franchise.

17.2.9. Failure to Allow Audit or Inspection. You refuse to allow or cooperate with the audits or inspections by us described in Article 12.

17.2.10. Violation of Restrictive Covenants. You, your Owners, or any of the individuals identified in Article 16 violate any of the restrictive covenants against competition or use or disclosure of our Confidential Information in Article 16.

17.2.11. Interference With Relationships. You interfere or attempt to interfere with our actual or prospective contractual relations with Approved Suppliers, other Human Development Franchises, employees, advertising agencies or any third parties.

17.2.12. Sale of Unapproved Products or Services. You offer or sell as part of your Human Development Franchise any unapproved product, service or program; do not sell Authorized Products or Services, or do not use or disseminate (as applicable) all materials, notices and procedures specified by us.

17.2.13. Intellectual Property Misuse. If you challenge the validity of, materially misuse, or make any unauthorized use, disclosure, or duplication of, the Marks or Confidential Information (excluding only independent acts of your employees or others if you exercised your best efforts to prevent such disclosures or use).

17.2.14. Anti-Terrorism Laws. You violate, or make any misrepresentation regarding your compliance with, or violation of, Anti-Terrorism Laws by you, your Owners, officers, directors, Designated Executive Coach, managers, members, partners, or agents.

17.2.15. Minimum Revenue Requirement. You fail to meet the Minimum Revenue Requirement more than two (2) times during the Term.

17.3. Termination After Cure Period. We have the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within the following cure periods:

17.3.1. Minimum Revenue Requirement. If you fail to meet the Minimum Revenue Requirement, you will have three (3) months from our notice to you to improve your Gross Revenue so that it meets the Minimum Revenue Requirement.

17.3.2. Thirty Day Cure Period. You will have thirty (30) days after delivery of written notice to cure the following defaults: (a) your Owners are engaged in a dispute with one another (deadlock) that materially affects the operation of your Human Development Franchise, which dispute or deadlock remains unresolved after the expiration of the thirty (30) day cure period; (b) you fail to resolve Client complaints and/or disputes as required by Section 9.8; (c) you fail to make a timely payment of any amount due to an Approved Supplier unaffiliated with us (other than payments which are subject to a bona fide dispute); or (d) any other default by you under this Agreement not expressly identified in Sections 17.1, 17.2, or this 17.3.

17.3.3. Ten Day Cure Period. You will have ten (10) days to cure a default for your failure to obtain or maintain required insurance coverage.

17.3.4. Five Day Cure Period. You will have five (5) days to cure a default for your failure to pay: (a) any amounts due to us or our Affiliates; (b) all amounts for which we have advanced funds for or on your behalf, or upon which we are acting as guarantor of your obligations.

We will have the right to terminate the Agreement after the expiration of the cure period if you do not correct your default after we deliver to you notice of your failure to comply. The description of any breach in any notice served by us upon you will in no way preclude us from specifying additional or supplemental breaches in any action, arbitration, hearing or suit relating to this Agreement or its termination.

17.4. Effect of Laws; Election by us not to Terminate Immediately. If applicable law will not allow the termination of this Agreement immediately as stated in Sections 17.1 or 17.2 above, or if we elect not to have the default result in the immediate termination of this Agreement, the concerned default will be subject to the provisions of, and the cure period stated in, Section 17.3.1. If applicable law requires a longer cure period than that specified in this Agreement, the longer period will apply.

17.5. Our Pre-Termination Options. If you fail to pay any amount owed under this Agreement, or fail to comply with any term of this Agreement or the Brand Standards Manual (subject to applicable notice and cure periods), then, in addition to our right to terminate this Agreement or to bring a claim for damages, we have the following options as we deem necessary:

17.5.1. To suspend all services provided to you under this Agreement or otherwise, including training, marketing assistance, and the sale of products and supplies.

17.5.2. To eliminate listing you in any advertising, marketing or promotional materials, including any directory listings, approved or published by us, and our principal website.

We may continue taking these actions until you comply with the requirements of any default notice that we have sent to you, and we acknowledge your compliance in writing. The options in this Section 17.5 will have no effect on, and will not release you from, any obligation you owe to us or to our Affiliates.

17.6. Termination by You. You can terminate this Agreement only with our prior written consent, or if we commit a material breach of this Agreement that is not cured within sixty (60) days after written notice from you. If the nature of the breach is such that we will be unable to cure it within the required sixty (60) day period, we can take such additional time as may be reasonably necessary within which to cure said breach provided that we have begun taking corrective action within the sixty (60) day period, and we pursue it diligently to completion.

17.7. Cross-Default. Any default by you under any agreement between you and us or you and our Affiliates, and your failure to cure within any applicable cure period, will be considered a default under this Agreement and will provide an independent basis for us to terminate this Agreement. If the default under the other agreement is such that it would entitle us to immediately terminate that other agreement, then we will be entitled to immediately terminate this Agreement in the manner stated in Section 17.2.

17.8. Step-In Rights and Management. To prevent any interruption of business of your Human Development Franchise and any injury to the goodwill and reputation of your Human Development Franchise, the System, or other Human Development Franchises which may be caused by such interruption, in the event of: (a) your default under this Agreement; (b) our termination of the Agreement under Sections 17.1 through 17.3; or (c) the death or permanent incapacity (mental or physical) of an Owner or of your Designated Executive Coach, we will have the right (but not the obligation) to operate your Human Development Franchise for as long as we deem necessary and practical. You hereby authorize us to undertake such operation, and agree that our operation of and making corrections to, your Human Development Franchise within our reasonable business judgment will not make us or our agents guilty of trespass or any other tort, and that our exercising these rights will not constitute a waiver of any other rights or remedies we may have under this Agreement. If we operate your Human Development Franchise, we will have the right to collect and pay from the revenues of your Human Development Franchise all expenses relating to the operation of your Human Development Franchise including, without limitation, Royalty Fees, employee salaries, reimbursement of our expenses incurred in connection with such operation (including travel, lodging, and living expenses), and a management fee of three hundred dollars ($300) per day. You must indemnify and hold us harmless from any and all claims arising from the alleged acts and omissions of us and our representatives in exercising rights under this Section.

18. POST TERMINATION OBLIGATIONS

Upon termination or expiration of this Agreement for any reason (including a Transfer by you):

18.1. Cease Use of Marks and System Materials. You must immediately cease all use of the Marks and the Brand Standards Manual, materials relating to the System and its operation, and Confidential Information, and you must not use any trademarks, tradenames, service marks, or other commercial symbols that indicate or suggest a connection with us.

18.2. Representations of Affiliation. You must refrain from any representation whatsoever that you are our franchisee, or that you are or have been affiliated with us, and you must take any affirmative action necessary to remove any use of the Marks in connection with your Human Development Franchise. You must, at our option and request, assign to us all rights to all telephone numbers, e-mail addresses, URLs,

domain names, social media identities, Internet listings, and Internet accounts related to your Human Development Franchise. If you do not voluntarily comply with this Section 18.2, we may, at our option, execute in your name and on your behalf, any and all documents necessary to end your use of the Marks and you irrevocably appoint the person serving as our manager or President as your attorney-in-fact to do so. You must take all actions as may be required to cancel all fictitious or assumed names or equivalent registrations relating to your use of any of the Marks.

18.3. De-Identification. You must modify the Business Office, including all equipment used by your Human Development Franchise (including, without limitation, the changing of the color scheme and other distinctive design features, and the changing of and assigning to us of, the telephone numbers) as may be necessary to distinguish the appearance of your Human Development Franchise from that of other Human Development Franchises, and you must make such specific additional changes to your Human Development Franchise as we may reasonably request for that purpose. Such de-identification must be completed within fifteen (15) days after expiration or termination of this Agreement. If your Business Office is located anywhere other than your home, if we ask you to do so, you must immediately assign to us the lease that is in effect for your Business Office.

18.4. Payment; Security Interest. You must pay all sums you owe to us or our Affiliates under the terms of any agreement with us or our Affiliates within fifteen (15) days of termination or expiration of this Agreement, or such later date that any amounts due have been determined by us. Said sums will include all interest, damages, costs and expenses, including reasonable attorneys' fees, incurred by us, whether or not said sums are incurred prior to or subsequent to the termination or expiration of this Agreement. Said sums will also include the Liquidated Damages and all other costs and expenses, including, without limitation, reasonable attorneys' fees, costs, and expenses incurred by us in obtaining injunctive or other relief to enforce the provisions of this Agreement. You grant to us a security interest (which will be subordinate to any purchase money security interest) in any equipment, inventory, supplies, furniture and fixtures and goods represented thereby, to the extent that we have not received all funds due and owing from you. This Agreement will constitute a security agreement granting to us a security interest in the above mentioned collateral, and you must execute any and all financing statements required by us to perfect our security interest in the collateral.

18.5. Return of Brand Standards Manual and Other Confidential Information. You must, within ten (10) days of the termination, deliver to us the Brand Standards Manual and all Confidential Information, Intellectual Property, records, files, computer programs, software, Operational Data, records, files, instructions, correspondence, and any and all other materials relating to the operation of your Human Development Franchise that were provided to you, or held by a third party on your behalf, and all copies of it (all of which you acknowledge is our property). You will retain no copy or record of any of the foregoing, with the exception only of your copy of this Agreement, correspondence between the parties and any other documents which you reasonably need to comply with law.

18.6. Our Right to Purchase Tangible Assets. We will have the option to purchase your interest (if any) in any or all of your Human Development Franchise's equipment and supplies, for a purchase price equal to the lesser of your cost or then-current fair market value, to be determined by a qualified independent third party of our choosing, and may set off against the purchase price any amounts that you owe to us. We will exercise our option by delivering written notice before or within thirty (30) days after this Agreement expires or is terminated.

18.7. Liquidated Damages. If an early termination of this Agreement occurs (which will mean any termination of the Agreement before the end of the Term, other than due to a mutual termination or your termination under Section 17.6), you will, within fifteen (15) days of such early termination, pay to us liquidated damages ("**Liquidated Damages**"). You agree that the Liquidated Damages are not a penalty,

and that it would be impracticable or extremely difficult for us to calculate the actual amount you would have been obligated to pay us as Royalty Fees through the end of the Term. As a result, the parties agree that the following method of calculation represents a fair and reasonable estimate of our damages. Liquidated Damages will be equal to the combined monthly average of Royalty Fees (without regard to any fee waivers or other reductions) that are owed by you to us, beginning with the Commencement Deadline through the date of early termination, multiplied by the lesser of: (i) twenty-four (24), or (ii) the number of full months remaining in the Term.

18.8. Use of Operational Data and Other Information. We have the right, during and after the Term, to access and use: (i) all information you provide to us contained in your sales and transaction reports, through the Computer System, and in such other operational reports that we request from you; (ii) Operational Data; and (iii) the contact information of you or your Owners. We may use this information for business purposes that may include, without limitation, public relations, advertising, statistical compilations, investigations and resolutions of Client complaints, and quality surveys. We have the right, after termination, to continue to use the information referred to in this Section 18.8. After termination or expiration of the Agreement, we will have the exclusive right to use Operational Data, and to make the Operational Data available to other Human Development Franchises for such purposes as we deem appropriate.

18.9. Termination Without Prejudice. The expiration or termination of this Agreement will not relieve you of any of your obligations to us existing at the time of expiration or termination, nor will it terminate those of your obligations which, by their nature, survive the expiration or termination of this Agreement. The expiration or termination of this Agreement will be without prejudice to our rights against you; and in the event of a termination which is the result of your material breach or default under this Agreement, we will, in addition to our rights set forth above, also be entitled to all other rights and remedies that are available to us at law or in equity.

19. GOVERNING LAW; DISPUTE RESOLUTION

19.1. Governing Law. Article 16 (your covenants to maintain the secrecy of our Confidential Information and to not compete with us or other Human Development Franchises) is governed by and must be interpreted in accordance of the laws of the state where you are located. All other provisions of this Agreement are governed by and must be interpreted in accordance with the laws of the state of Delaware, without reference to conflict of laws principles. By agreeing to the application of Delaware law, the parties do not intend to make this Agreement or their relationship subject to any franchise, dealership, distributorship, business opportunity, or other statute, rule, or regulation of the state of Delaware to which this Agreement or the parties' relationship would not otherwise be subject. We and you each acknowledge and agree that this choice of applicable state law provides you and us with the mutual benefit of uniform interpretation of this Agreement. You expressly waive any rights or protections you have or may have under any statute or law of any other state to the fullest extent permitted by law. This Agreement may be deemed to be amended from time to time as may be necessary to bring any of its provisions into conformity with valid applicable laws or regulations.

19.2. Mandatory Mediation. Except as provided in Section 19.4, if any Dispute cannot be settled through direct discussions, the parties agree to submit the Dispute to mediation before resorting to arbitration. Mediation will be administered by the American Arbitration Association ("**AAA**") under its then-current Commercial Mediation Procedures ("**Mediation Procedures**") and before a mediator selected under them. Mediation will not defer or suspend our exercise of any termination right under Article 17. All aspects of the mediation process will be treated as confidential, may not be disclosed to others, and must not be offered or admissible in any other proceeding or legal action whatsoever.

19.2.1. Deadline for Mediation. The party requesting mediation must provide written notice of the request for mediation to the other party in the manner prescribed in the Mediation Procedures. The request must specify with reasonable particularity the matters for which mediation is sought. Mediation must be concluded within thirty (30) days of the issuance of the written request for mediation, or such longer period as the parties may agree upon in writing.

19.2.2. Location. The mediation must be held in Los Angeles, California or at the AAA office closest to our then-current headquarters if we are no longer headquartered in Los Angeles, California.

19.2.3. Cost of Mediation and Consequences of Failure to Comply. The parties will equally share the cost of the mediation, including administrative costs and mediator fees. Should a party refuse to pay its share of the costs and fees in advance of mediation, that party will be in default of this agreement, and the Dispute may proceed directly to arbitration without mediation. Any costs or fees, including attorney fees, incurred by the non-defaulting party in pursuing mediation may be sought as damages in arbitration.

19.3. Arbitration. Except as specifically provided in this Agreement, any Dispute that is not resolved through mediation must be settled by binding arbitration administered by the American Arbitration Association in accordance with its then-current Commercial Arbitration Rules ("**Commercial Rules**"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties.

19.3.1. Governed by Federal Arbitration Act. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce, and that any arbitration conducted under this Agreement will be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). The parties intend and agree that any state laws attempting to prohibit arbitration or void out-of-state forums for arbitration are preempted by the Federal Arbitration Act, and that arbitration must be conducted as provided in this Section 19.3.

19.3.2. Appointment of Arbitrator. The Dispute will be heard by a single arbitrator, chosen in accordance with the Commercial Rules. The arbitrator, and not any court, will have the sole authority to decide the Dispute, as well as to determine arbitrability of any Dispute.

19.3.3. Qualifications of the Arbitrator. At the option of either party, the arbitrator must be selected from a list of retired federal or state judges supplied by AAA, if available, who have substantive experience in franchise law.

19.3.4. Claims Barred. In connection with any arbitration proceeding, each party must submit any Dispute or claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) in the arbitration. Any such claim which is not submitted or filed as described above will be forever barred.

19.3.5. Payment of Fees and Costs. The parties will equally bear all administrative costs and arbitrator fees in accordance with the Commercial Rules. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present any evidence or cross-examine witnesses. In such event, the other party will be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver will not allow for a default judgment or award against the non-paying party in the absence of evidence presented as provided for above.

19.3.6. Mandatory Exchange of Information. In all matters, the parties must exchange the following information within 20 days of the appointment of the arbitrator without further order from the arbitrator. The parties must exchange the name and, if known, the address and telephone number of each individual likely to have information regarding any matter not privileged which is relevant to the subject matter involved in the Dispute, regardless of whether it relates to the claim or defense of the party or that of another party to the Dispute. The disclosure must include any witness anticipated for impeachment or rebuttal. The identifying party must identify the subject(s) on which the witness may provide testimony. The parties must also disclose and provide a copy of all documents, data compilations, and tangible things that are in the possession, custody, or control of the party regarding any matter not privileged which is relevant to the subject matter involved in the Dispute, regardless of whether it relates to the claim or defense of the party or that of the other party. The arbitrator may entertain a request to compel the exchange of information or documents not provided by a party in possession of them.

19.3.7. Discovery. Each side may take three depositions. Neither side's depositions may consume more than a total of 18 hours. No party may make a speaking objection at a deposition, except to preserve privilege. The total period for the taking of depositions shall not exceed six weeks. No interrogatories or requests to admit may be propounded by either party.

19.3.8. Location. The arbitration must be held in Los Angeles, California or at the AAA office closest to our then-current headquarters if we are no longer headquartered in Los Angeles, California.

19.3.9. Time of Final Arbitration Hearing. The final arbitration hearing must be held no later than nine months from the date of the arbitration demand.

19.3.10.Timing; Type of Award. The arbitrator must agree to comply with the schedule stated in Section 19.3.919.3.9 before accepting appointment. However, this time limit may be extended by the arbitrator for good cause shown, or by mutual agreement of the parties. The award of the arbitrator must be accompanied by a reasoned opinion. The arbitrator may not declare any trademarks owned by us or our Affiliates generic or invalid.

19.3.11.Award of Fees and Costs. The arbitrator must award to the prevailing party, if any, as determined by the arbitrator(s), all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including arbitrator fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses, and attorney fees. "Prevailing party" is the party which has obtained the greatest net award in terms of money or money equivalent. If money or money equivalent has not been awarded, then the prevailing party will be that party which has prevailed on a majority of the material issues decided. The "net award" is determined by subtracting the smallest award of money or money equivalent from the largest award. If there is a mixed decision involving an award of money or money equivalent and equitable relief, the arbitrator will award the above fees to the party that it deems has prevailed over the other party using reasonable business and the arbitrator's judgment.

19.4. Injunctive Relief. You acknowledge that a breach of this Agreement by you, which relates to any of the matters set out below, will cause us irreparable harm for which monetary damages are an inadequate remedy. Therefore, in addition to any other remedies we have under this Agreement, we are entitled to seek and obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement with respect to: (i) the Marks; (ii) the System; (iii) Intellectual Property;

(iv) the obligations of you upon termination or expiration of this Agreement; (v) Transfers; (vi) Confidential Information; (vii) covenants not to compete with us; and (viii) any act or omission by you or your employees that: (a) constitutes a violation of any Legal Requirement; (b) is dishonest or misleading to Clients of your Human Development Franchise or other Human Development Franchises; (c) constitutes a danger to your employees or to the public; or (d) may impair the goodwill associated with the Marks or the System. You are entitled to seek and obtain the entry of temporary and permanent injunctions to prevent our improper termination of this Agreement. The parties agree that such requests may be heard by the arbitrators or by a court (subject to Section 19.9), at the election of the party seeking the same. Neither party will be required to first mediate any claim for injunctive relief. Should a party elect to have its request heard by arbitrators, all such requests shall be heard in accordance with the then-current Commercial Rules. Neither party is required to post a bond or other security with respect to obtaining injunctive relief. If we secure any such injunction, you agree to pay to us an amount equal to the aggregate of our costs and expenses, including without limitation reasonable attorney fees, costs, and expenses, that we incur in obtaining such relief. You agree that your sole remedy, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held. You waive all claims for damages by reason of the wrongful issuance of any such injunction.

19.5. Waiver of Right to Jury Trial. Each party hereby irrevocably waives its rights to trial by jury regarding any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

Your Initials:_____ Our Initials:_____

19.6. Waiver of Right to Bring Class, Group, or Collective Action. Arbitration or litigation of any Dispute must proceed solely on an individual basis. The parties expressly and irrevocably waive the right for any Dispute to be arbitrated or litigated on a class action basis, or on bases involving Disputes arbitrated or litigated in a purported representative capacity on behalf of others. The authority of a court or arbitrator to resolve Disputes and make written awards or judgments is limited to Disputes between you and us alone. Disputes may not be joined or consolidated with any other Dispute(s) unless agreed to in writing by all parties. No arbitration award or court decision will have any preclusive effect as to issues or claims in any Dispute with any person or entity not a named party to the arbitration. No previous course of dealing will be admissible to explain, modify, or contradict the terms of this agreement.

Your Initials:_____ Our Initials:_____

19.7. Waiver of Claim for Punitive Damages. To the extent permitted by applicable law, neither of the parties may assert, and each party waives, any claim against the other party (including their respective Affiliates, partners, stockholders, members, officers, directors, agents, employees and controlling persons), on any theory of liability for special, indirect, consequential, or punitive damages (as opposed to direct or actual damages) for any Dispute. The parties further agree that in the event of a Dispute, each of the parties will be limited to the recovery of any: (a) actual damages sustained by it; (b) Liquidated Damages as provided in Section 18.7; and (c) statutory trademark law treble damages. If such claims for punitive damages cannot be waived by law, then the parties agree that any recovery will not exceed two (2) times actual damages.

Your Initials:_____ Our Initials:_____

19.8. Legal Fees and Expenses. If either party initiates a judicial or other proceeding, the prevailing party in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable attorney fees. "Costs and expenses" mean all reasonable pre-award expenses of the arbitration, including arbitrator fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone,

expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses, and attorney fees. "Prevailing party" is the party which has obtained the greatest net award in terms of money or money equivalent. If money or money equivalent has not been awarded, then the prevailing party will be that party which has prevailed on a majority of the material issues decided.

19.9. Choice of Forum. **To the extent that a judicial action is expressly permitted by Section 19.4, any cause of action any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in a court of competent jurisdiction in Los Angeles, California, or, if our principal place of business is in a city other than Los Angeles, California, then the federal or state court for the jurisdiction in which we then have our principal place of business. Both parties irrevocably submit themselves to, and consent to, the exclusive jurisdiction of said courts**. The provisions of this Section 19.9 will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this Section 19.9, and with complete understanding, agree to be bound by this provision.

19.10. Claims Limitation Period. Unless prohibited by Legal Requirements, any legal action or proceeding (including mediation or arbitration) brought or instituted by you with respect to any Dispute must be brought or instituted within a period of one (1) year from the date you discover the conduct or event that is the basis of the legal action or proceeding, except that the one (1) year period will be tolled only during the pendency of any mediation required by Section 19.2. Any such claim which is not submitted or filed as described above shall be forever barred.

20. **GENERAL PROVISIONS**.

20.1. Severability. All provisions of this Agreement are severable. If pursuant to the decision of any court having jurisdiction, any provisions are not enforceable in whole or in part, the remainder of this Agreement will continue to be in full force and effect, and the affected provisions will be superseded and modified by such applicable law.

20.2. Approvals. Whenever this Agreement requires our prior approval or consent before you take any action, you must make a timely written request to us, and our approval or consent must be obtained in writing. We will not unreasonably withhold or unreasonably delay our response. By providing any waiver, approval, consent, or suggestion to you or in connection with any consent, or by reason of any neglect, delay, or denial of any request, we make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you.

20.3. No Modifications; Waiver. No waiver or modification of this Agreement or of any covenant, condition, or limitation will be valid unless it is made in writing and duly executed by the party to be charged with it. No evidence of any waiver or modification may be offered or received in evidence in any proceeding between the parties arising out of or affecting this Agreement, or the rights or obligations of any party, unless such waiver or modification is in writing, duly executed. Our waiver of your breach of any term of this Agreement applies only to that one breach and that one term, and not to any subsequent breach of any term. Acceptance by us of any payments due under this Agreement will not be deemed to be a waiver by us of any preceding breach by you of any term.

20.4. Force Majeure. Except for monetary obligations under, or as otherwise specifically provided for in, this Agreement, if either party to this Agreement is delayed or hindered in or prevented from the performance of any act required under this Agreement by Force Majeure, then performance of such act is excused for the period of the delay, but no such delay will exceed ninety (90) days.

20.5. Rights are Cumulative. Our and your rights under this Agreement are cumulative, and no exercise or enforcement by us or you of any right or remedy will preclude our or your exercise or enforcement of

any other right or remedy which we or you are entitled by law to enforce, except as specifically limited by this Agreement.

20.6. Definitions and Captions. Unless otherwise defined in this body of this Agreement, capitalized terms have the meanings ascribed to them in the **Appendix** or as defined in this Agreement. All captions in this Agreement are intended for the convenience of the parties, and none may be deemed to affect the meaning or construction of any provision of this Agreement. Wherever the word "including" is used, it means "including but not limited to."

20.7. Persons Bound. This Agreement will be binding on the parties and their respective successors and assigns.

20.8. Rules of Construction. Neither this Agreement nor any uncertainty or ambiguity in this Agreement may be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement that are not defined must be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two (2) or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision must be given the meaning that renders it enforceable.

20.9. Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties will be deemed so delivered: at the time delivered, if by hand; one (1) business day after transmission, if by overnight delivery service; one (1) business day after transmission, if by facsimile or other electronic system expressly approved in the Brand Standards Manual as appropriate for delivery of notices under this Agreement (with confirmation copy sent by regular U.S. mail); or three (3) business days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid. Information for notices is as follows, and you will immediately notify us of any changes to the following contact information:

If to us:	If to you:
Novus Global Franchising, LLC Attn: Tricia Harding 13900 Marquesas Way, #4435 Marina Del Rey, CA 90292	The address listed in **Addendum 1**

20.10. Execution/Counterparts. Two (2) copies of this Agreement may be signed, each of which, when signed, is an original, and which, together, constitute one and the same instrument. This Agreement may be executed in two (2) or more counterparts, each of which constitutes an original, and all of which, when taken together, constitutes one Agreement.

20.11. Survival. All provisions, including the understandings, representations and warranties, which, as a matter of logic or otherwise, need to continue in force and effect subsequent to and notwithstanding the expiration or termination of this Agreement in order to achieve an intended result, will continue in full force and effect despite the absence of such specific language with respect to each of them.

20.12. Third Party Beneficiaries. This Agreement is not for the benefit of any third parties and is only for the benefit of you, us, and to the extent applicable, our Affiliate(s).

20.13. Release for Prior Agreements. If you or any of your Affiliates, Owners, managers, directors, officers, agents, servants, and employees, have before the date of this Agreement signed any other agreement with us or any of our Affiliates, you hereby release, acquit and forever discharge us and our respective parents, subsidiaries, Affiliates, and successors in interest, and each of their respective directors,

officers, agents, servants, employees, whether specifically mentioned herein or not, of and from any and all liability, actions, causes of action, claims, debts, demands, damages and liabilities to person(s) or property, costs, expenses and compensation of every nature, kind and character whatsoever, whether known or unknown, foreseen or unforeseen, direct, indirect, contingent or actual, liquidated or unliquidated, whether statutory, contract, or in tort on account of or in any way connected with or related to our, or our Affiliate's, offer, sale, grant of, construction, subleasing, operation of, assistance with operation of, or development of franchises or franchise rights in any and all franchise locations awarded at any time to the undersigned and from the inception of any contact with us to the Effective Date. It your express intention that this release be as broad as permitted by law, but this Release does not apply to claims that arise under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220.

20.14 Entire Agreement. This Agreement, the Addenda attached to it, and any other agreements executed by you and us concurrently with our execution of this Agreement represent the entire fully integrated agreement between you and us, and supersede all other negotiations, agreements, representations, and covenants, oral or written. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation that we made in the Franchise Disclosure Document (including its exhibits and amendments) that we delivered to you in connection with this franchise offering. Except for those changes permitted to be made unilaterally by us, no amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to in writing by you and us, and executed by your and our authorized officers or agents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date our Designated Manager signs the Agreement in its signature block below (the "**Effective Date**").

Novus Global Franchising, LLC	**FRANCHISEE NAME (Company Name):**
	_____ (Print Franchisee Name)
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

APPENDIX

GLOSSARY OF TERMS

AAA: The American Arbitration Association.

Advertising Fund: Defined in Section 6.4.

Advertising Fund Contribution: Defined in Section 6.4.

Affiliate: A person or Business Entity which is united, attached, connected, or allied with, or is controlling or under common control with a party.

Agreement: This Franchise Agreement and any of its amendments.

Anti-Terrorism Laws: Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the 15.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the 15.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the 15.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies lists and any other requirements of any Governmental Authority (including without limitation, the United States Department of Treasury Territory of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

Approved Suppliers: The various companies with which we and / or our Affiliates have authorized to sell products or services to you (including Authorized Products or Services), or are contracted to do business with us and / or our Affiliates, and which may provide products to you through us and / or our Affiliates. We or our Affiliate(s) may also be an Approved Supplier.

Authorized Products: The specific products and items that are specified by us from time to time in the Brand Standards Manual, or as otherwise directed by us in writing, for sale at your Human Development Franchise, prepared, sold and/or manufactured in strict accordance with our standards and specifications.

Authorized Services: The specific services that are specified by us from time to time in the Brand Standards Manual, or as otherwise directed by us in writing, for sale at your Human Development Franchise, rendered or provided in strict accordance with our standards and specifications.

Brand Standards Manual: The primary source of information regarding the System and the construction and operation of Human Development Franchises, which includes our operations and training manuals, and any other written directives related to the System, as they may be amended and revised by us from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by us and given to you in any format.

Business Entity: A corporation, a general or limited partnership or a limited liability company.

Business Office: Defined in Section 3.1.

Commencement Deadline: Defined in Section 3.4.

Commercial Rules: Defined in Section 19.3.

Competitive Business: Any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) services that are the same as or similar to those provided by Human

Development Franchises or in which Intellectual Property or other Confidential Information could be used to the disadvantage of us, any of our Affiliates, or any Human Development Franchise, which includes, but is not limited to, any products or services related to or concerning personal development and leadership development provided in any form or format, other than a Human Development Franchise operated under a franchise agreement with us.

Computer System: Defined in Section 11.1.

Conference Fee: Defined in Section 6.6.

Confidential Information: Our confidential and/or proprietary information including without limitation: sales and marketing methods and data; information regarding the System; operating and other business data; computer programs; trade secrets; the Intellectual Property; business plans; advertising and promotional methods; financial information and data; product information; information regarding current or prospective Clients, other franchisees, agencies, Approved Suppliers, and other related information; Operational Data; and the Brand Standards Manual. Confidential Information will not include information which was known to you and in actual commercial use by you or generally within the industry, in the manner and combination disclosed: (a) at or prior to the time you received it; or (b) at or prior to the Effective Date, whichever occurred first.

Conversion Franchise: An existing business you own that is substantially similar to an Human Development Franchise, that we have agreed for you to convert by this Agreement to an Human Development Franchise that will be operated under the Marks.

Client: Any potential, prospective, actual, current, or former client of your Human Development Franchise or of any other Human Development Franchise.

Designated Executive Coach: Defined in Section 9.1.

Dispute: Any and all disagreements, controversies, or claims of any sort between you and us or our Affiliates arising out of, or in any way relating to, this Agreement, any of the parties' respective rights and obligations arising out of this Agreement, or the making, performance, breach, interpretation, or termination of this Agreement, including any claims based in tort.

Effective Date: The date we sign the Agreement, as indicated in our signature block.

Force Majeure: This includes war, riot, strikes, materials shortages, fires, floods, earthquakes, and other acts of God, or governmental action or force of law, but excluding a shortage of funds, which results in your or our inability to build, equip, or operate your Human Development Franchise or otherwise perform an obligation under this Agreement, and which the party responsible for performance could not by the exercise of due diligence have avoided.

Foundations Training: Foundations Meta Performance Coach Training conducted by us (or our Affiliate), which is one segment of the Initial Training Program.

Gross Revenue: All consideration, whether by cash, credit, in kind, checks, gift certificates, scrip, coupons, services, property or other means of exchange, or otherwise, derived directly or indirectly from the operation of your Human Development Franchise, including the credit value given for all merchandise trades, the full retail value of any gift certificate or coupon sold for use at your Human Development Franchise (fees retained by or paid to third party sellers of such gift certificates or coupons are <u>not</u> excluded from Gross Revenue), and insurance proceeds and/or condemnation awards for loss of sales, profits or business; provided, however, that "Gross Revenue" does not include:

(i) the amount of any tax imposed by any federal, state, municipal or other governmental authority

directly on sales and collected from Clients, provided that the amount of any such tax is shown separately and, in fact, paid by you to the appropriate governmental authority;

(ii) Client refunds made by your Human Development Franchise that do not exceed five percent (5%) of your Gross Revenue;

(iii) the value of any allowance that you issue or grant to your Clients that is credited by you in full or partial satisfaction of the price of any products or services that you offer; or

(iv) prepaid packages purchased by your Clients. A pro rata portion of the package will be applied to your Gross Revenue for each Reporting Period in which you provide Authorized Products or Services to the Client pursuant to your agreement with the Client.

Your Gross Revenue includes all consideration accrued or received by your Human Development Franchise for products and services provided or that were otherwise received. Gross Revenue includes fees you earn from referring Clients to another Human Development Franchise. Gross Revenue consisting of property, products or services will be valued at the retail prices applicable and in effect at the time that they are received. Any amounts received by your Human Development Franchise are deemed Gross Revenue unless proven otherwise.

Improvement(s): Defined in Section 9.13.

Indemnified Parties: Defined in Section 14.1.

Initial Franchise Fee: Defined in Section 6.1.

Initial Training Fee: Defined in Section 6.2.

Initial Training Program: Defined in Section 10.1.

Intellectual Property: Inventions, discoveries, know-how, show-how, processes, methods, unique materials, copyrightable works, original data and other creative or artistic works that have value. Intellectual Property includes that which is protectable by statute or legislation, such as proprietary products, methods, procedures, patents, copyrights, trademarks, service marks and trade secrets, as well as the physical embodiments of intellectual effort, for example, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions of matters, and records of research.

Interim Term: Defined in Section 5.3.

Legal Requirements: Any law, code, ordinance, order, rule or regulation (including Anti-Terrorism Laws), of any governmental entity, and any political or other subdivision of any governmental entity, and any agency, department, commission, board, bureau, court or instrumentality of any of them, which, at any time, has competent jurisdiction over you, us, or any part of your Human Development Franchise.

Liquidated Damages: Defined in Section 18.7.

Local Advertising Requirement: Defined in Section 8.2.

Marks: Certain trade names, service marks, trademarks, logos, emblems, and other indicia of origin, including but not limited to the mark "Novus Global™" and such other trade names, service marks, trademarks, copyrights, insignia, emblems, slogans, logos, commercial symbols, signs, trade dress (including designs and specifications and the motif, decor, and color combinations for an Human Development Franchise), and all other visual identification, as are now designated, and may hereafter be designated by us, for use in connection with the System.

Mediation Procedures: Defined in Section 19.2.

Minimum Revenue Requirement: Defined in Section 9.10.

Operational Data: Defined in Section 11.2.

Owner: Any person who owns any stock, units, membership, partnership or other ownership interest in you, directly or indirectly.

Payment Clearinghouse: Defined in Section 6.8.

Payment Date: The day on which we will deduct or by which you must pay us our applicable fees for the Reporting Period just-ended, which day we may designate from time to time. As of the Effective Date, the Payment Date is the tenth (10^{th}) day of each month. If the Payment Date falls on a holiday, then it will be the next business day after that day. You must comply with a new Payment Date within fourteen (14) days after receiving written notice that the Payment Date has changed.

Human Development Franchise: Defined in the Recitals.

Prosper Certification: Certification by us (or our Affiliate) that an individual has attended and passed our Novus Global Prosper Certification training, which is one segment of the Initial Training Program.

Reporting Period: A calendar month, or such other time period as we may designate from time to time in writing.

Royalty Fee: Defined in Section 6.3.

Servicing Fee: Defined in Section 6.7.

Successor Franchise Agreement: Defined in Section 5.2.2.

Supplements: Defined in Section 9.7.

System: A uniform system for the establishment and operation of Human Development Franchises, including uniform standards, specifications, and procedures for operations along with related computer software programs; procedures for quality control; the Marks, management programs, accounting methods, training and ongoing operational assistance; advertising and promotional techniques; personnel training; trade secrets; methods of marketing, as well as related items and services, prepared, conducted, given, purchased, or displayed in accordance with our methods; and other related benefits relating to the operation and promotion of an Human Development Franchise, all of which we may change, improve, and further developed from time to time.

Technology Fee: Defined in Section 6.5.

Term: Defined in Section 5.1.

Transfer: Defined in Section 15.2.

We, us, or our: Defined in the Recitals to the Agreement.

You or your: Defined in the Recitals to the Agreement.

ADDENDUM 1

INFORMATION CONCERNING FRANCHISEE

A. IDENTITY AND STRUCTURE OF FRANCHISEE

Franchisee's Name: _____

Entity type and jurisdiction of formation: _____

Date of entity formation: _____

Provide name and address of each Owner who owns a percentage of the legal entity, and show what percentage of stock, partnership interest, or membership interest is owned by each.

_____

_____

Address for Notices: _____

_____

Attention: _____

Email Address: _____

B. DESIGNATED EXECUTIVE COACH (Section 9.1): _____

C. YOUR BUSINESS OFFICE (Sections 3.1) The Business Office for your Human Development Franchise, as provided in Section 3.1 of the Agreement, is:

_____

_____

By signing below, you acknowledge that the information above is true and correct. Use additional sheets if necessary. Any and all changes to the above information must be reported to us in writing.

Novus Global Franchising, LLC	FRANCHISEE NAME (Company Name):
	_____ (Print Franchisee Name)
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

ADDENDUM 2
FRANCHISE OWNER AGREEMENT

This Franchise Owner Agreement (this "**Agreement**") is entered into by: (i) each of the undersigned Owners of Franchisee (as defined in the Franchise Agreement); and (ii) the spouse of each such Owner, in favor of Novus Global Franchising, LLC, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement. Each signatory to this Agreement is referred to as "you."

1. **Acknowledgments.**

a. Franchise Agreement. Franchisee entered, or is entering, into a franchise agreement with effective as of _____, 20__ ("**Franchise Agreement**"). Capitalized words not defined in this Agreement will have the same meanings given to them in the Franchise Agreement.

b. Owners' Role. Owners are the beneficial Owners of all of the equity interest in Franchisee. Franchisee's obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee's Owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Agreement.

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

2. **System Protection Covenants**. In light of your above acknowledgements, you covenant and agree to the following:

a. Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than operating the Novus Global™ Human Development Franchise operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you or your spouse are no longer an Owner of Franchisee, as applicable. You further agree that you will not use the Know-how for any purpose other than the development and operation of Franchisee's Novus Global™ Human Development Franchise under the terms of the Franchise Agreement and Brand Standards Manual. You agree to assign to us or our designee, without charge, all rights to any Improvements developed by you, including the right to grant sublicenses. If any Legal Requirement precludes you from assigning ownership of any Improvement to us, then you covenant, promise and agree that you will perpetually license that Improvement to us free of charge, with full rights to use, commercialize, and sublicense the Improvement.

b. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are an Owner of Franchisee, or while your spouse is an Owner of Franchisee, as applicable, by engaging in any of the following (collectively, the "**Prohibited Activities**"): (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder,

creditor, representative, agent or in any similar capacity) in a Competitive Business (other than owning an interest of two percent (2%) or less in a publicly traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our Affiliates or franchisees); and/or (iii) inducing (a) any of our employees or managers (or those of our Affiliates or franchisees) to leave their position or (b) any client of ours (or of one of our Affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

c. Unfair Competition After Relationship. You agree that, for a period of two (2) years after the termination or expiration of the Franchise Agreement or any successor to it (the "**Restricted Period**") not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within the United States (the "**Restricted Territory**"). If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity (any such extension of time will not be construed as a waiver of your breach or otherwise impair any of our rights or remedies relating to your breach).

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

e. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE. Although you and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic are, we may at any time unilaterally modify the terms of the system protection covenants in Section 2 of this Agreement upon written notice to you, by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under Section 2 of this Agreement to ensure that the terms and covenants are enforceable under applicable law.

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

3. Transfer Restrictions. If you are an Owner of Franchisee, you acknowledge that we must approve all persons who hold a direct or indirect Ownership interest in Franchisee. Accordingly, you agree that you will not, directly or indirectly or by operation of law, sell, assign, mortgage, pledge or in any manner transfer any direct or indirect Ownership interest in Franchisee except in accordance with the terms and conditions set forth in Article 15 of the Franchise Agreement. You acknowledge and agree that any attempted Transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Agreement and the Franchise Agreement.

4. Personal Guarantee. In order to secure Franchisee's financial obligations under the Franchise Agreement and all ancillary agreements executed by Franchisee in connection with the Franchise Agreement, including, but not limited to, any agreement for the purchase of goods or services from us or an Affiliate of ours and any promissory note related to payments owed to us (collectively, the "**Secured Agreements**"), you agree to personally guarantee all of Franchisee's financial obligations under the Secured Agreements.

a. Payment. Each of you, jointly and severally, personally and unconditionally: (a) guarantee to us and our successor and assigns, that Franchisee will punctually fulfill all of its payment and other financial obligations under the Secured Agreements; and (b) agree to be personally bound by, and personally liable for, each and every monetary provision in the Secured Agreements.

b. Waiver of Notice. You waive: (1) acceptance and notice of acceptance by us of the foregoing undertakings; (2) notice of demand for payment of any indebtedness guaranteed; (3) protest and notice of default to any party with respect to the indebtedness guaranteed; (4) any right you may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness hereby guaranteed.

c. Liability is Joint and Several. You agree that: (1) your direct and immediate liability under this guarantee will be joint and several with Franchisee and all other persons who sign this Agreement; (2) you will render any payment required under the Secured Agreements upon demand if Franchisee fails or refuses punctually to do so; (3) your liability will not be contingent or conditioned upon pursuit by us of any remedies against Franchisee or any other person; and (4) liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this guarantee, which will be continuing and irrevocable during the term of each of the Secured Agreements and following the termination, expiration or transfer of each of the Secured Agreements to the extent any financial obligations under any such Secured Agreements survive such termination, expiration or transfer.

d. Bankruptcy Filing. This guarantee will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of one or more of the Secured Agreements by a trustee of Franchisee. Neither your obligation to make payment in accordance with the terms of this undertaking nor any remedy for enforcement will be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency.

e. Indemnification. You agree to indemnify, defend and hold harmless us, all of our Affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise

Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

f. No Exhaustion of Remedies. You acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

g. Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations that exist under this Agreement or the Franchise Agreement at the time of death; and the obligations of any other Owners will continue in full force and effect.

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

6. Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce your obligations under this Agreement. You acknowledge and agree that there is no adequate remedy at law for your failure to fully comply with the requirements of this Agreement. You further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper.

7. Miscellaneous.

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

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

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

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

e. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns and our Affiliates) any rights or remedies under or by reason of this Agreement.

f. Construction. No provision of this Agreement will be interpreted in favor of or against either party merely because of that party's role in the preparation of this Agreement, or because of the nature or type of this Agreement. All references to gender and number will be construed to include such other gender and number as the context may require. All captions in this Agreement are intended solely for the convenience of the parties and none will be deemed to affect the meaning or construction of any provision of this Agreement.

g. Binding Effect. This Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

IN WITNESS WHEREOF, each of **Owner** or **spouse of an Owner** has executed this Agreement as of the date or dates set forth below.

(Add additional pages and signature lines, if necessary for each Owner or spouse of an Owner)

By: _____ Address: _____

_____

Name: _____ Telephone: _____

By: _____ Address: _____

_____

Name: _____ Telephone: _____

By: _____ Address: _____

_____

Name: _____ Telephone: _____

By: _____ Address: _____

_____

Name: _____ Telephone:

ADDENDUM 3
FRANCHISE RELATIONSHIP ACKNOWLEDGEMENT

Welcome to the Novus Global™ team. Because you are becoming a part of the Novus Global™ franchise system, it is important that you understand and acknowledge who is your employer, and who is not.

You have been hired by _____ (Legal Name of Franchisee) ("Franchisee"), which is an independent franchise owner in the Novus Global™ franchise system (which we call the "System"). Although Franchisee has the same name and is operated the same way as other Novus Global™ coaching businesses in the System, Franchisee is not part of the same company as those other Novus Global™ coaching businesses in the System. Novus Global Franchising, LLC is a completely separate company that owns the name and created the System. Novus Global Franchising, LLC has devised rules, systems of operation, and policies and procedures that all of its franchisees must follow, including Franchisee, which make each of the independent franchise Novus Global™ coaching businesses look the same way as one another. This way, Novus Global Franchising, LLC manages a System composed of many different franchisee owners, each of whom is independently responsible for operating its own Novus Global™ coaching business.

It is important that you understand that Franchisee is your **only** employer. Franchisee gives you your paycheck, establishes your hours, and is responsible for all decisions relating to your employment relationship. Novus Global Franchising, LLC is **not** your employer. If Novus Global Franchising, LLC representatives ever give you direction, training, or advice, it is intended only to ensure that the experience of all customers of Novus Global™ is the same at your place of work as it is at other Novus Global™ coaching businesses in the Novus Global system. The fact that you are trained, or given direction or advice, by Novus Global Franchising, LLC representatives does not somehow mean that Novus Global Franchising, LLC is your employer.

If you have any questions about your employment relationship or about this Franchise Relationship Acknowledgement, please direct them to your employer, Franchisee.

I have read this Franchise Relationship Acknowledgement and I understand it. I have had the opportunity to ask any questions that I have about this Franchise Relationship Acknowledgement, and those questions have been answered fully to my satisfaction.

SIGNED,

_____
DATE:
_____

Novus Global Franchising, LLC

EXHIBIT C

Financial Statements

Novus Global Franchising, LLC

Financial Statements and
Independent Auditor's Report

December 31, 2023

NOVUS GLOBAL FRANCHISING, LLC

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Identifying opportunities.
Delivering solutions.

INDEPENDENT AUDITOR'S REPORT

To the Management of
Novus Global Franchising, LLC

Opinion

We have audited the accompanying financial statements of Novus Global Franchising, LLC (the "Company"), which comprise the balance sheet as of December 31, 2023, and the related statement of income and members' equity and cash flows for the period from November 1, 2023 to December 31, 2023 and the related notes to the financial statements.

In our opinion, the financial statements referred to above presents fairly, in all material respects, the financial position of the Company as of December 31, 2023, the results of its operations for the period then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

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 the 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 available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 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 audit, significant audit findings, and certain internal control related matters that we identified during the audit.

FGMK, LLC

Bannockburn, Illinois
February 9, 2024

NOVUS GLOBAL FRANCHISING, LLC

BALANCE SHEET

DECEMBER 31, 2023

ASSETS

CURRENT ASSETS	
Cash	$ 104,790
	$ 104,790

LIABILITIES AND MEMBER'S EQUITY

MEMBER'S EQUITY	$ 104,790
	$ 104,790

The accompanying notes are an integral part of this statement.

NOVUS GLOBAL FRANCHISING, LLC

STATEMENT OF INCOME AND MEMBERS' EQUITY

PERIOD FROM NOVEMBER 1, 2023 TO DECEMBER 31, 2023

REVENUE	$ -
OPERATING EXPENSES	-
NET INCOME	-
MEMBERS' EQUITY	
Beginning of period	104,790
Contributions	-
End of period	$ 104,790

The accompanying notes are an integral part of this statement.

NOVUS GLOBAL FRANCHISING, LLC

STATEMENT OF CASH FLOWS

PERIOD FROM NOVEMBER 1, 2023 TO DECEMBER 31, 2023

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	$ -
Adjustments to reconcile net loss to net cash used in operating activities:	
Changes in operating assets and liabilities:	-
Net Cash Used In Operating Activities	-
CASH FLOWS FROM FINANCING ACTIVITIES	
Contributions	-
NET CHANGE IN CASH	-
CASH - BEGINNING OF PERIOD	104,790
CASH - END OF PERIOD	$ 104,790

The accompanying notes are an integral part of this statement.

NOVUS GLOBAL FRANCHISING, LLC

NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business. Novus Global Franchising, LLC (the "Company") is a franchisor with the intention of engaging in any and all activities necessary with respect to any lawful act of activity for which limited liability companies may be formed. Novus Global, LLC franchises will provide coaching to high-performing teams and individuals from a variety of industries throughout the United States.

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

Management Estimates and Assumptions. The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. Future events and their effects cannot be predicted with certainty; accordingly, accounting estimates require the exercise of judgment. Accounting estimates used in the preparation of the financial statements may change as new events occur, as more experience is acquired, as additional information is obtained, and as the operating environment changes.

Cash. The Company may regularly maintains cash balances that exceed Federal Deposit Insurance Corporation limits.

Revenue Recognition. Revenue is recognized when performance obligations under the terms of the contracts with customers are satisfied.

Revenue is recognized when control of the promised services is transferred to the Company's customers in an amount that reflects the consideration expected to be entitled to in exchange for those services. As the Company completes its performance obligations, which are identified below, it has an unconditional right to consideration as outlined in the Company's contracts.

The Company has adopted certain practical expedients with significant items disclosed herein. The Company has elected to adopt the portfolio approach to evaluate contracts with customers that share the same revenue recognition patterns as the result of evaluating them as a group will have substantially the same result as evaluating them individually.

The Company generates revenue through the following service lines:

Franchise Fee. Initial franchise fees are recorded and payable upon execution of the franchise agreement. The franchise fee is fully earned and non-refundable

Training Fee. Initial training fees are recorded upon execution of the franchise agreement. A portion of the training fee is payable upon execution, and the remaining amount is payable upon enrollment in the training program. A portion of the training fee is refundable in the event that the franchisee fails to open.

Franchise/Royalty Income. Royalty income is generated based on a minimum monthly fee. Additional royalty income may be recorded and recognized based upon a percentage of the franchisee revenue collected, as per the franchise agreement. Among other things, franchisees are provided technical support, advisory services, and advertising and promotional tools, as well as protection against trademark, service mark, and patent infringements.

Income Taxes. The Company is a single member limited liability company and a disregarded entity for income tax purposes. The Company's taxable income reported by its sole member. Therefore, no provision or liability for income taxes has been included in the accompanying financial statements. The Company may make distributions to its sole member in connection with the member's respective income tax liabilities incurred as a result of the Company's income tax status.

NOVUS GLOBAL FRANCHISING, LLC

NOTES TO THE FINANCIAL STATEMENTS

NOTE 2 – SUBSEQUENT EVENTS

Management has evaluated all known subsequent events from December 31, 2023 through February 9, 2024, the date the accompanying financial statements were available to be issued, and is not aware of any material subsequent events occurring during this period.

Novus Global Franchising, LLC

EXHIBIT D

Brand Standards Manual Table of Contents

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Novus Global Franchising, LLC

EXHIBIT E

Form of General Release

GENERAL RELEASE

As a condition to Novus Global Franchising, LLC's ("Franchisor") consent to **[grant a Successor Franchise Agreement to] [the proposed transfer of the Franchise Agreement]** by **[name of franchisee]** ("Franchisee") under the Franchise Agreement dated _____**[date of Franchise Agreement]**, the undersigned, and each of their respective corporate parents, subsidiaries, Affiliates, successors in interest, heirs and assigns, and each of their respective owners, Managers, directors, officers, agents, servants, and employees, as applicable, whether specifically mentioned herein or not, do hereby release, acquit and forever discharge Franchisor and its respective parents, subsidiaries, Affiliates, and successors in interest, and each of their respective directors, officers, agents, servants, employees, whether specifically mentioned herein or not, of and from any and all liability, actions, causes of action, Claims, debts, demands, damages and liabilities to person(s) or property, costs, expenses and compensation of every nature, kind and character whatsoever, whether known or unknown, foreseen or unforeseen, direct, indirect, contingent or actual, liquidated or unliquidated, whether statutory, contract, or in tort on account of or in any way connected with or related to Franchisor's, or Franchisor's Affiliate's, offer, sale, grant of, construction, subleasing, operation of, assistance with operation of, or development of franchises or franchise rights in any and all franchise locations awarded at any time to the undersigned and from the inception of any contact with Franchisor to the date of this Release. It is the express intention of the undersigned that this Release be as broad as permitted by law.

Undersigned represents and warrants that execution hereof is free and voluntary; that no inducements, threats, representations, or influences of any kind were made or exerted by or on behalf of Franchisor; and that, prior to the execution hereof, undersigned was given the opportunity, if desired, to consult with counsel. This Release shall be binding upon the undersigned, their heirs, successors and legal representatives. Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require. This Release may not be changed orally.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, EACH OF ITS PRINCIPALS AND OWNERS / MANAGERS / SHAREHOLDERS AND A DULY AUTHORIZED OFFICER MUST EXECUTE THIS RELEASE (Attach Additional Sheets if Necessary).

By: _____

Name: _____

By: _____

Name: _____

Novus Global Franchising, LLC

EXHIBIT F

Compliance Questionnaire

EXHIBIT F

COMPLIANCE QUESTIONNAIRE

As you know, Novus Global Franchising, LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of one Novus Global™ Human Development Franchises. The purpose of this questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

We will not ask you to complete this form, and we will disregard any answers from you, if you live or plan to operate your franchise in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, Wisconsin.

1.	Yes__	No__	Have you received and personally reviewed the Franchise Agreement, and each attachment or exhibit attached to them that we provided?
2.	Yes__	No__	Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?
3.	Yes__	No__	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4.	Yes__	No__	Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5.	Yes__	No__	Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
6.	Yes__	No__	Have you had the opportunity to discuss the benefits and risks of developing and operating a Novus Global™ Human Development Franchise with an existing Novus Global™ franchisee?
7.	Yes__	No__	Do you understand the risks of developing and operating a Novus Global™ Human Development Franchise?
8.	Yes__	No__	Do you understand the success or failure of your Novus Global™ Human Development Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as

many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?

9. Yes__ No__ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in California, if not resolved informally or by mediation?

10. Yes__ No__ Do you understand that you must satisfactorily complete the initial training program before we will allow your Novus Global™ Human Development Franchise to open or consent to a transfer of the Novus Global™ Human Development Franchise to you?

11. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Novus Global™ Human Development Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

13. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Novus Global™ Human Development Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

14. Yes__ No__ Do you understand that the Franchise Agreement, including each attachment or exhibit to the Franchise Agreement, contains the entire agreement between us and you concerning the Novus Global™ Human Development Franchise, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments or exhibits to the Franchise Agreement will not be binding?

15. Yes__ No__ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

[Signature Page Follows]

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Signature of Franchise Applicant	Signature of Franchise Applicant
Name (please print)	Name (please print)
Date	Date

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

Novus Global Franchising, LLC

EXHIBIT G

State-Specific Addendum to Franchise Disclosure Document and Agreements

EXHIBIT G

STATE-SPECIFIC ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the Franchise Disclosure Document between Novus Global Franchising, LLC ("Franchisor," "we," "us," or "our") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between Franchisor and you ("you," "you," or "your" dated _____, 20___.

The state-specific amendments of this State Law Addendum to Franchise Disclosure Document and Franchise Agreement ("**State Addendum**") supersede the related provisions of those agreements, and apply only to those persons residing or operating Human Development Franchises in the following states:

FOR THE STATE OF CALIFORNIA:

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 FRANCHISE DISCLOSURE DOCUMENT.

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

The Franchise Disclosure Document is hereby amended as follows:

The franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

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

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

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

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

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

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.

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

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

The Franchise Agreement is hereby amended as follows:

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of California:

1. Any condition, stipulation, or provision in the Franchise Agreement that would result in your waiver of compliance with any provision of the California Franchise Relations Act is void to the extent that such provision violates such act.

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

For the purposes of Cal. Bus. & Prof. Code Section 20022, the parties agree as follows:

The parties agree that they will use the declining-balance depreciation method to calculate the value of Franchisee's inventory, supplies, equipment, fixtures, and furnishings (the "Assets") for the purposes of a purchase by us under Section 20022. The purchase price by us for the Assets will not include the cost of removal and transportation of those assets, which will be your responsibility.

The parties agree that for the purposes of Section 20022, you are not able to provide to us "clear title and possession" to your Assets if those Assets are subject to liens or encumbrances including: a) purchase money security interest; b) blanket security interest; c) right of first refusal; d) lien by franchisee's landlord; or e) tax lien.

The parties agree that for the purposes of Section 20022(h), our right of offset will include the following amounts owed by you to us or our Affiliates: a) Royalty Fees; b) Liquidated Damages; c) Transfer Fees; and d) any other type of fee owed by you to us or our Affiliates.

For the purposes of Cal. Bus. & Prof. Code Section 20035, the parties agree as follows:

"Fair market value of the franchise assets" means the value of your Assets, valued according to the declining-balance method of depreciation. The purchase price by us for the Assets will not include the cost of removal and transportation of those assets, which will be your responsibility.

"Fair market value of the franchised business" means the "fair market value of the franchise assets" as defined above, plus goodwill. The parties agree that the value of goodwill is the amount of Royalty Fees paid by you to us within the 12-month period immediately before our termination or failure to renew you in violation of the California Franchise Relations Act.

FOR THE STATE OF CONNECTICUT:

The following statement is added to the cover page of the Franchise Disclosure Document:

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

The following statement is added to Item 3 of the Franchise Disclosure Document:

> There are no pending or completed actions against us relating to Securities Laws; Business Opportunity Laws; Actions Brought by Present or Former Purchaser-Investors Involving Franchise; or Business Opportunity Relationships that are required to be disclosed in this Disclosure Document.

The Franchise Disclosure Document and Franchise Agreement are hereby modified to state that, if we require you to purchase products, equipment or supplies from us but fail to provide those products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within 45 days of the required opening date stated in your contract, you may notify us in writing and demand that the contract be canceled.

FOR THE STATE OF HAWAII:

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS 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 YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE 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 US AND YOU.

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

FOR THE STATE OF ILLINOIS:

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The Franchise Disclosure Document and Franchise Agreement are amended accordingly.

The governing law or choice of law clause described in the Franchise Disclosure Document and contained in the Franchise Agreement may not be enforceable under Illinois law. This governing law clause shall not be construed to negate the application of the Illinois Franchise Disclosure Act in all situations to which it is applicable. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void."

To the extent that the Franchise Agreement would otherwise violate Illinois law, the agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

17(v), Choice of Forum, of the Franchise Disclosure Document is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".

17(w), Choice of Law, of the Franchise Disclosure Document is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".

The termination and non-renewal provisions in the Franchise Disclosure Document and Franchise Agreement may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of 1 year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede those provisions.

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

FOR THE STATE OF INDIANA:

Item 8 of the Franchise Disclosure Document is amended to add the following:

> Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the Franchise Disclosure Document is amended to add the following:

> 17(e) is amended subject to Indiana Code 23-2-2.7-1(7), which makes it unlawful for us to unilaterally terminate your franchise agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
>
> 17(m) is amended subject to Indiana Code 23-2-2.7-1(5), which prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.
>
> 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant will have a geographical limitation of the Protected Area granted to you.
>
> 17(v) is amended to provide that you will be permitted to begin litigation in Indiana for a cause of action under Indiana law.
>
> 17 (w) is amended to provide that if there is a conflict of law, Indiana Law governs any cause of action which arises under the Indiana Disclosure Law or Indiana Deceptive Franchise Practices Act.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Indiana:

> 1. The laws of the State of Indiana supersede any provisions of the Franchise Disclosure Document, the Franchise Agreement, or Delaware law, if such provisions are in conflict with Indiana law.
>
> 2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Agreement to the extent the Agreement may be inconsistent with such prohibition.
>
> 3. Any provision in the Franchise Agreement which would require you to prospectively assent to a release, or, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.
>
> 4. The Franchise Agreement will be modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

5. The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

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

[This Area is Intentionally Left Blank]

FOR THE STATE OF IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Tricia Harding at Novus Global Franchising, LLC, 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292 or email: tricia@novus.global, not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: _____

By: _____

_____

Print Name: _____

Its: _____

_____

Date: _____

_____

FOR THE STATE OF MARYLAND

The Franchise Disclosure Document, Franchise Agreement, and Compliance Questionnaire are amended as stated below.

Item 17 of the Franchise Disclosure Document and sections of the Franchise Agreement requiring that you sign a general release, estoppel or waiver as a condition of renewal and or assignment, will not apply to liability under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the Franchise Disclosure Document and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration & Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

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

The Franchise Agreement and Compliance Questionnaire are amended to state: "[a]ll 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."

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

FOR THE STATE OF MICHIGAN

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

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

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 will not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause will 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 of the failure and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

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 our intent not to renew the franchise.

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.

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

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 will include, but is not limited to:

(i) The failure of the proposed transferee to meet our 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.

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)

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.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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

FOR THE STATE OF MINNESOTA:

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement that would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any Agreement relating to franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Agreement relating to arbitration.

4. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal

of the Agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

5. Item 13 of the FDD is hereby amended to state that we will protect your rights under this Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Agreement and our System standards. Notwithstanding anything to the contrary in the Franchise Agreement, we will protect your rights under this Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the provisions of the Franchise Agreement that require you to sign a general release prior to renewing or transferring your franchise are hereby deleted from the Franchise Agreement.

7. The following language will be added to the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

9. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues.

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

FOR THE STATE OF NEW YORK:

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

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

FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

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

FOR THE STATE OF NORTH CAROLINA:

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

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

As required by North Carolina law, the seller has secured a bond issued by Jet Insurance Company, 6701 Carmel Road, Suite 250 Charlotte, NC 28226, a surety company authorized to do business in this State. Before signing a contract to purchase this business opportunity, you should check with the surety company to determine the bond's current status.

FOR THE STATE OF NORTH DAKOTA:

Sections of the Franchise Disclosure Document and Franchise Agreement requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

The Franchise Agreement and Confidentiality / Non-Competition Agreement contain a covenant not to compete which may not be enforceable under North Dakota law.

Sections of the Franchise Disclosure Document and Franchise Agreement requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Franchise Disclosure Document and Franchise Agreement relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Franchise Disclosure Document and Franchise Agreement requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Franchise Disclosure Document and Franchise Agreement requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Section of the Franchise Disclosure Document and Franchise Agreement requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

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

FOR THE STATE OF OHIO:

The following language will be added to the Franchise Agreement Agreement:

> You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Tricia Harding at Novus Global Franchising, LLC, 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292 or email: tricia@novus.global, not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

you: _____

By: _____

Print Name: _____

Its: _____

Date: _____

FOR THE STATE OF RHODE ISLAND:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The Franchise Disclosure Document and Franchise Agreement are amended accordingly to the extent required by law.

The above language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and you do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all choice of law provisions, are fully enforceable. The Franchisor and you intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

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

FOR THE STATE OF VIRGINIA:

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17(h) of the Disclosure Document. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The following is added to the cover page of the Disclosure Document:

Please consider the following RISK FACTORS before you buy this franchise:

THIS IS A DEVELOPMENT STAGE COMPANY WHICH MAY ENTAIL ADDITIONAL RISK OF FINANCIAL LOSS.

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

FOR THE STATE OF WASHINGTON:

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

Arbitration shall take place in the state of Washington. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

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.

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.

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

FOR THE STATE OF WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document and Franchise Agreement are amended accordingly.

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

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing State-Specific Addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___, and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect, and the parties further acknowledge and agree that this State-Specific Addendum is applicable only to those persons specifically subject to the protections of the state laws referenced in this State-Specific Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this State Law Addendum as of the Effective Date of the Franchise Agreement between the parties.

Novus Global Franchising, LLC	you: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

Novus Global Franchising, LLC

EXHIBIT H

Confidentiality and Non-Compete Agreement

EXHIBIT H

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT AND COVENANT NOT TO COMPETE ("**Agreement**") is made and entered into this _____ day of _____, 20___, between ("**you**"); and _____ ("**Franchisee**").

RECITALS

A. Franchisee has entered into a franchise agreement with Novus Global Franchising, LLC ("**Novus Global**").

B. You are an, officer, director, or an entity affiliated with, or providing products or services to Franchisee.

C. As a result of Franchisee's relationship with you, you will have access to certain confidential and proprietary information of Novus Global.

NOW, THEREFORE, in consideration of the foregoing and in order to induce Novus Global to enter into, or to continue, a relationship with you, the parties hereby agree as follows:

1. Novus Global Is Third Party Beneficiary. You and Franchisee acknowledge and agree that this Agreement is made for their mutual benefit and for the benefit and protection of Novus Global, which is an intended third party beneficiary of this Agreement with rights to enforce the remedies provided herein.

2. Confidential Information. It is understood that as a result of your position or relationship with Franchisee, you will be afforded access to confidential and/or proprietary information of Novus Global. In consideration of Novus Global's agreement to enter into and continue its business relationship with Franchisee and to continue to make available to you and Franchisee information, including confidential and/or proprietary information, relating to Novus Global and its business and operations, you agree not to disclose, furnish, divulge, communicate, or otherwise directly or indirectly use any of the confidential and/or proprietary information of Novus Global (including without limitation sales and marketing methods and data, operating and other business data, computer programs, trade secrets, business plans, advertising and promotional methods, financial information and data, product information, information regarding current or prospective Clients and clients, other franchisees, agencies, Suppliers, and other related information) (hereinafter, "**Confidential Information**"), other than strictly incidental to, and solely in furtherance and within the scope of, your relationship with Novus Global and your employment or business relationship with Franchisee, which obligation applies at all times during and following your employment or relationship with Franchisee, regardless of the manner in which such employment or relationship ends or the reason for it ending. "Confidential Information" shall not include information which: (a) at or prior to the time of receipt was in the public domain; (b) at or prior to the time of receipt by you or the signing of the Franchise Agreement, whichever occurred first, was known to you and in actual commercial use by you or generally within the industry, in the manner and combination disclosed; or (c) is subsequently received by you or Franchisee from an independent third party not in breach of any duty of nondisclosure, secrecy, nonuse or similar duty, but only to the extent and in the form, manner and combination so disclosed.

You agree not to make any copies of, reproductions of, or extracts of any Confidential Information of Novus Global except strictly incidental to, and solely in furtherance and within the scope of, your relationship with Novus Global and your employment or business relationship with Franchisee. Upon termination of the Franchise Agreement (or of Franchisee's relationship with you, as the case may be), for any reason, you must return all lists, printouts, memoranda, reports, surveys, studies, notes, letters and all other documents

then in your possession or under your control containing or relating to any Confidential Information, whether in paper, digital, or other form or medium, without retaining any copies or reproductions thereof in any form.

If you receive a subpoena or any other form of legal process seeking to compel the production of any Confidential Information, you will immediately provide Franchisee and Novus Global with written notice of the receipt of such subpoena or process and a copy thereof, and will cooperate with Franchisee and Novus Global in any action they take to oppose the production of Confidential Information or to obtain a protective order. Written notice to Novus Global shall be given to its President.

3. **Covenant Not to Compete**. While you maintain a relationship with Franchisee, you shall not engage in any activity which competes directly or indirectly with Novus Global in any state in which Novus Global is doing business or in which it has current plans to begin business, except with the written permission of Franchisee or Novus Global. If your relationship with Franchisee is terminated for any reason, you will be prohibited for a period of three (3) years from the date of such termination, from any place within fifteen (15) miles of Franchisee's business location, from:

(a) Directly or indirectly soliciting any Client or client of Novus Global or Franchisee.

(b) Inducing, advising, suggesting or attempting to influence directly or indirectly anyone affiliated with Novus Global's franchisees to terminate employment or establish a professional relationship with another person or entity.

(c) Directly or indirectly participating in or being connected in any manner with the ownership, management or operation of any business or entity that competes with Novus Global, in offering or selling the same or similar services relating to executive and business coaching and training.

4. **Non-solicitation**. While you are employed by or associated with Franchisee, and for two (2) years after your employment or relationship ends, you must not, without prior written permission of Novus Global, directly or indirectly solicit or attempt to solicit any Clients or clients for whom you provided services while you were employed by or affiliated with Franchisee.

5. **Breach of Agreement**. You acknowledge and agree that your violation or breach of the "Covenant Not to Compete," disclosure of "Confidential Information," or the "Non-solicitation" provisions, as provided herein by this Agreement will cause irreparable injury to Novus Global for which there is no adequate remedy at law. Accordingly, you agree that in the event of any breach or violation of this Agreement, Novus Global and/or Franchisee will be entitled to enforce this Agreement by injunctive and any other equitable relief in any court of competent jurisdiction. Such relief will be in addition to other remedies available at law, including without limitation, recovery of damages. You agree to comply with a judgment forbidding you from violating these provisions in the event there is a finding of breach. In addition, Novus Global will be entitled to recover and obtain from you all costs including, without limitation, reasonable attorneys' fees associated with any legal action arising out of your breach of any of the provisions of this Agreement.

If any phrase, clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provisions of this Agreement, all of which will otherwise remain in full force and effect.

You acknowledge and agree that the restrictions set forth herein are reasonable, in terms of scope, duration, geographic area, and otherwise that the protections afforded to Novus Global hereunder are necessary to protect its legitimate business interests.

6. **Choice of Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state in which Franchisee's business is located, without respect to its conflict of laws principles.

_____	You: _____
[Name of Franchisee]	
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

Novus Global Franchising, LLC

EXHIBIT I

List of Franchisees

EXHIBIT I-1
List of Current Franchisees

None.

EXHIBIT I-2
List of Franchisees – Sold But Not Yet Open As Of December 31, 2023

None.

Novus Global Franchising, LLC

EXHIBIT J

State Effective Dates and Franchise Disclosure Document Receipts

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	September 19, 2023
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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 Novus Global Franchising, 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. Under Iowa or New York law, if applicable, Novus Global Franchising, LLC must provide this disclosure document to you at the earlier of your 1st 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. Michigan requires Novus Global Franchising, LLC to 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.

If Novus Global Franchising, 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 A.

The name, principal business address and telephone number of each franchise seller offering the franchise: Tricia Harding at Novus Global Franchising, LLC, 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292, phone (201) 252-7112, and Joseph King Barkley and Joseph Thompson at the Institute for Meta Performance, 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292, phone (201) 252-7112. We have inserted the name and address of any other franchise seller below (we attach additional pages if necessary):

_____

See Exhibit A for Novus Global Franchising, LLC's registered agents authorized to receive service of process.

I have received a disclosure document dated June 19, 2024 that included the following Exhibits:

A. State Administrators / Agents for Service of Process
B. Franchise Agreement
C. Financial Statements
D. Brand Standards Manual Table of Contents
E. Form of General Release
F. Compliance Questionnaire
G. State-Specific Addendum
H. Confidentiality and Non-Compete Agreement
I. List of Franchisees
J. State Effective Dates and Receipts

Date	Signature	Printed Name
Date	Signature	Printed Name

Please sign both copies of the receipt and date your signature. Please retain one copy for your records, and return the other copy to Tricia Harding at Novus Global Franchising, LLC, 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292.

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 Novus Global Franchising, 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. Under Iowa or New York law, if applicable, Novus Global Franchising, LLC must provide this disclosure document to you at the earlier of your 1st 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. Michigan requires Novus Global Franchising, LLC to 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.

If Novus Global Franchising, 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 A.

The name, principal business address and telephone number of each franchise seller offering the franchise: Tricia Harding at Novus Global Franchising, LLC, 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292, phone (201) 252-7112, and Joseph King Barkley and Joseph Thompson at the Institute for Meta Performance, 13900 Marquesas Way, #4435, Marina Del Rey, CA 90292, phone (201) 252-7112. We have inserted the name and address of any other franchise seller below (we attach additional pages if necessary):

_____

See Exhibit A for Novus Global Franchising, LLC's registered agents authorized to receive service of process.

I have received a disclosure document dated June 19, 2024 that included the following Exhibits:

A. State Administrators / Agents for Service of Process
B. Franchise Agreement
C. Financial Statements
D. Brand Standards Manual Table of Contents
E. Form of General Release
F. Compliance Questionnaire
G. State-Specific Addendum
H. Confidentiality and Non-Compete Agreement
I. List of Franchisees
J. State Effective Dates and Receipts

Date	Signature	Printed Name
Date	Signature	Printed Name

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