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. If you are an existing Novus Global Coach purchasing a franchise, the total investment necessary to begin operation of a Novus Global® Human Development Franchise is between $12,200 and $50,200, none of which 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 16, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
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 C 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.

3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

5. **Mandatory minimum payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

MICHIGAN 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 July 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 Noble 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, LLC is a Delaware limited liability company that was formed on February 13, 2020 ("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 February 2020. Novus Global provides backend support for Novus Global Franchising, including operational support, sales assistance, client services, marketing, training, onboarding, development, and more. 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 June 2022. Mr. Jaggard is also currently the CEO of Novus Global Operations, LLC in Marina Del Rey, California and has held this position since its formation. He also previously served as CEO of our affiliate, Novus Global Corporation in Marina Del Rey, California from the time of its formation in April 2015.

Dan Leffelaar – President, Managing Partner

Dan Leffelaar is our President and Managing Partner, a role he has held since May 1, 2025. Mr. Leffelaar is also the President of Leffelaar Group Inc. in Calgary, Alberta, a position he has held since October 2018.

Tricia Harding – President

Tricia Harding is our President and has held this position since April 2025. Between June 2022 and April 2025, she was our Chief Operating Officer. Since April 2025, Ms. Harding is also currently the President of our affiliates Novus Global, LLC, Novus Global Franchising, LLC, Novus Global Operations, LLC, Noble Intermediate Holding, LLC, and Novus Global Corporation. Between June 2022 and April 2025, Ms. Harding was the Chief Operating Officer of Novus Global Operations, LLC in Marina Del Rey, California. She also served as COO of our affiliate, Novus Global Corporation, in Marina Del Rey, California beginning in October of 2020 to June 2022. Ms. Harding previously served as VP of Operations for Novus Global, LLC from March 2018 to October 2020.

Bradford Astin – Vice President of Finance & Operations

Bradford Astin has been serving as the Vice President of Finance & Operations at Novus Global, LLC, located in Marina Del Ray, California, since September 2024. Prior to his current role, Mr. Astin held the position of Senior Vice President of Operations at Fusion Academy in Grand Rapids, Michigan, from January 2020 to July 2024.

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 in Marina Del Rey, California and has held this position since its formation. He also served as CPO of our affiliate, Novus Global Corporation in Marina Del Rey, California, beginning in October 2021. From January 2019 to October 2021, Mr. Miller was the VP of Coaching for Slingshot Group in Irvine, California.

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 September 2022 and December 2022, Ms. El Gawley was a Visiting Adjunct Marketing Professor for The Kings College 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.

Joseph King Barkley, President of the Institute for 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. From February 2022 to August 2022, Mr. Barkley was unemployed and attending training at the Institute for Meta Performance. 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 for Meta Performance

Joseph Thompson is the Vice President of Innovation & Learning Design for 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.

Doug Melder – Director of Franchise Success

Doug Melder is our Director of Franchise Success and has held this position since February 4, 2025. Mr. Melder is also the founder of Melder Coaching in Bow, New Hampshire, a position he has held since August 2022. Previously, he served as Chief Operating Officer of Own The Room in Mayfair from August 2020 to August 2022, and as Vice President at Own The Room from May 2016 to August 2020.

Charise Proctor – VP of Operations of the Institute for Meta Performance

Charise Proctor is our VP of Operations and has held this position since January 1, 2025. Beginning in June 2022, Ms. Proctor is also currently an Executive Assistant at GZG, LLC in Chattanooga, Tennessee. Between June 2023 and April 2025, she was an Executive Assistant at Leffelaar Group, Inc. in Chattanooga, Tennessee. Ms. Proctor has also worked as a contractor for the Institute for Meta Performance in Chattanooga, Tennessee, where she previously served as Director of Operations from April 2023 to December 2024. Between March 2022 and December 2024, Ms. Proctor was Director of Client Experience at Aim Ready Fire, LLC in Chattanooga, Tennessee. Between January 2022 and June 2023, Ms. Proctor was an Executive Assistant at Metro PHA in Chattanooga, Tennessee. Between May 2014 and December 2021, Ms. Proctor was an Executive Assistant at Radius Church in Los Angeles, California.

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 you are a Novus Global coach converting into a franchise (a "Conversion Coach"), you will not pay an initial franchise fee when you sign the Franchise Agreement.

Your initial franchise fee is not refundable under any circumstances.

Initial Training

We (or our affiliate) 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 you are a Conversion Coach, you are not required to attend Foundations Training. 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.

The Institute offers financing to qualified individuals for $18,497 of the Initial Training Program fees, as discussed in Item 10 of this Franchise Disclosure Document.

In 2024, we charged initial franchise fees between $0 and $3,500. In certain circumstances, we waived the application fee and Prospect Certification fee. We charged an Initial Training Fee between $10,000 and $21,800. We may offer discounts on initial 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 (Not a Conversion Coach)	Before Completing Training: 30% of Gross Revenue up to $4,000 per month 23% of Gross Revenue over $4,000 per month First 6 Months After Completing Training: $900/month per Executive Coach 23% of Gross Revenue over $4,000 per month Starting Month 7 After Completing Training: $1,250/month per Executive Coach 23% of Gross Revenue over $4,000 per month Annual Revenue Adjustment If Gross Revenue exceeds $180,000 in a calendar year, the 23% rate on revenue over $4,000/month drops to 19% for the remainder of that year (Notes 2 and 3).	We deduct the Royalty Fee from the funds we collect for your franchise each month, typically on the 10th or another date specified in the Brand Standards Manual.	The Royalty Fee is based on your Gross Revenue during the previous month (or other period we designate).
Royalty Fee (Conversion Coach)	If you are a Conversion Coach, your Royalty Fee is $1,250 per month for each Executive Coach, plus a percentage of your Gross Revenue over $4,000 per month. The percentage depends on the option selected in your Conversion	We deduct the Royalty Fee from the funds we collect for your franchise each month, typically on the 10th or another date specified in the Brand Standards Manual.	The Royalty Fee is based on your Gross Revenue during the previous month (or other period we designate). The specific percentage that applies to your Human

Type of Fee	Amount	Due Date	Remarks
	Coach Addendum. It may be 23%, 21.5%, or 20%, as indicated in the Conversion Coach Addendum. If your Gross Revenue exceeds $180,000 in a calendar year, the percentage on revenue over $4,000 per month is reduced for the rest of that year. The reduced rate may be 19%, 17.75%, 16.5%, or 16%, depending on your selected option. (Notes 2 and 3).		Development Franchise will be indicated in the Conversion Coach Addendum
Advertising Fund Contribution	1.75% of your Gross Revenue beginning the month after you complete Foundations Training (Notes 2 and 3).	We deduct this from the funds we collect for your franchise each month, typically on the 10th or another date specified 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. (Note 4)	We deduct this from the funds we collect for your franchise each month, typically on the 10th or another date specified 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 deduct this from the funds we collect for your franchise each month, typically on the 10th or another date specified in the Brand Standards Manual. (Note 3)	If a contract involves more than one franchise, you must pay a Servicing Fee. The amount depends on factors like the number of franchises involved, training hours, contract value, number of participants, and client type. Details on how we calculate this fee and the services we provide are 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	Prior to the training.	In the event your Human Development Franchise is not being operated as required by the Brand Standards Manual, we have

Type of Fee	Amount	Due Date	Remarks
	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. (Note 4)		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 ($0 if you are a Conversion Coach)	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.
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. (Note 4)	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.

Type of Fee	Amount	Due Date	Remarks
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. (Note 4)	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.
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	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

Type of Fee	Amount	Due Date	Remarks
	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.		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 affiliates) handle all client invoicing and payment collection. All payments from your clients are deposited into accounts we control. Each month, we calculate your Gross Revenue based on the payments we collect for services your franchise provided. We deduct any fees you owe and pay you the remaining balance on or after the 10th of each month.

For prepaid services, we credit your Gross Revenue only for the portion of services delivered that month, not the full prepaid amount. The remaining prepaid balance is held and applied monthly. If the collected funds are not enough to cover your fees, you must pay the outstanding balance by the 10th of the month (or another date specified in the Brand Standards Manual).

Each payment includes a statement showing your Gross Revenue and how your payout was calculated. You are responsible for reviewing and reconciling this statement, including any chargebacks or adjustments. Please report any errors or discrepancies to us promptly.

4. Unless we have indicated otherwise, for any fee that is listed as our then-current fee in the table above, we have the right to increase fees by a maximum of 10% per year, calculated cumulatively over the term of the Franchise Agreement. Additionally, we may also increase these fees by the amount of any increases in fees from third parties for the underlying products or services which will be added to the capped fee increase.

5. If we win any legal action to protect our rights or enforce the Franchise Agreement, you must reimburse us for reasonable attorneys' fees and court costs. If we are involved in any legal action due to your actions or errors, you are responsible for our reasonable attorneys' fees and third-party costs. Additionally, if we need to engage a collection agency, legal counsel, or any third party due to your failure to pay amounts due, submit required reports, or comply with the Franchise Agreement, you must cover all related costs, including reasonable legal fees, investigation fees, travel expenses, and hourly charges of our employees or agents.

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, The 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			

YOUR ESTIMATED INITIAL INVESTMENT

(Conversion Coach)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Application Fee	$0	Lump Sum	Upon Submission of your Application for a Franchise	Us
Initial Franchise Fee	$0	Lump Sum	Upon Signing the Franchise Agreement	Us
Initial Training for Designated Executive Coach	$0	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, The 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)	$12,200 to $50,200			

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

These estimated initial expenses reflect our best guess of what it may cost to start and run your Human Development Franchise. The Institute offers indirect financing to franchisees through a third-party finance company. The terms of the financing arrangement are summarized in Item 10. Otherwise, we do not offer financing, and whether you can get a loan from a third party depends on factors like your credit, available collateral, and the lender's policies.

Your actual costs may be higher or lower than our estimates depending on your location and market conditions. Payments made to us or our affiliates are non-refundable. We cannot guarantee whether payments to third parties will be refundable. These estimates are based on our affiliate's experience operating a Novus Global® Human Development Franchise in Los Angeles, California that is similar to the practice being 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 practice being 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.

Training

We and our affiliate (The Institute for Meta Performance) are the only approved suppliers of training services for your Human Development Franchise.

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.

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.

In 2024, our affiliate The Institute for Meta Performance received $31,594, or 4.1% of its total revenues of $774,241, from purchases of products and services by our franchisees. We or our affiliates may derive revenue, rebates, or other material consideration from required purchases or leases by franchisees. Otherwise, during 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
c	Site Development & Other Pre-Opening Requirements	Sections 3.2 – 3.4 of the Franchise Agreement	Items 7, 8, and 11

	Obligation	Section In Agreement	Item In FDD
d	Initial & Ongoing Training	Sections 10.1 – 10.5 of the Franchise Agreement; Conversion Coach Addendum	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; Conversion Coach Addendum	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; Conversion Coach Addendum	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; ; Conversion Coach Addendum	Items 15 and 17; Exhibit H
x	Dispute Resolution	Article 19 of the Franchise Agreement	Item 17
y	Liquidated Damages	Section 18.7 of the Franchise Agreement; Conversion Coach Addendum	Item 6

ITEM 10

FINANCING

Our affiliate, The Institute for Meta Performance, LLC (the "Institute"), offers indirect financing for the Foundations Training portion of the Initial Training Program to franchisees through a third-party finance company. The terms of the financing arrangement are summarized below:

Financing Term	Description
(i) What the financing covers	The remaining balance of the program fee after the initial deposit. Specifically, $18,497 of the total $26,000 program cost.
(ii) Identity of lender and relationship to us	A third-party finance company. The Institute is not affiliated with and has no control over the lender.
(iii) Amount financed	$18,497
(iv) Interest rate and finance charges	The rate is determined by the third-party finance company at the time of application.
(v) Repayment period	Up to 24 months, as selected by the participant during the financing application.
(vi) Security interest	Subject to the third-party lender's terms.
(vii) Personal guarantee	Likely required by the third-party lender.
(viii) Prepayment and penalties	No prepayment penalty, subject to the third-party lender's terms.
(ix) Liabilities upon default	The agreement includes a clause requiring payment of 25% of the remaining balance upon termination by the franchisee. Other default terms are governed by the third-party lender.
(x) Other material terms	Financing approval is not guaranteed.

A copy of the Institute's financing agreement is attached to this Franchise Disclosure Document as Exhibit K. Other than the Institute's financing for a portion of the Foundations Training program, neither we nor our affiliates 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 10).

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 national or regional 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. In 2024, we collected $39,227.55 and we spent 100% of that amount; 25% was spent on production, 59% was spent on media placements, and 16% was spent on administrative expenses. (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. All information regarding your clients, your revenue, and your Human Development Franchise will be stored in the 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 includes Foundations Training and Prosper Certification. The Institute conducts this training, which lasts approximately six months, depending on your Designated Executive Coach's progress and performance. The Institute offers the program at least three times per year. Classes will be held at the Institute in Franklin, Tennessee, or another location designated by us or the Institute (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 costs associated with your Designated Executive Coach's attendance, 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.

Additional Executive Coach: If we approve your request to designate another Owner as the second Executive Coach for your Human Development Franchise, they must also attend the initial training program and complete it 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 10% discount). You are also responsible for all costs associated with their attendance, such as travel, lodging, and meals.

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

Completion Requirements: 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, within six 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% ($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.

Employees: We will not train or assist in training your employees or independent contractors. You are responsible for training your employees and independent contractors. You are 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.

Training Schedule: We plan to provide training as listed in the tables below. The Foundations Training consists of two 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 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)	22	10	Franklin, Tennessee, or other location as we may determine
Meta Performance® Coaching (on-site 2-Day Intensive)	18	100	Franklin, Tennessee, or other location as we may determine
Subject-Specific Webinars	12	0	Virtual
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
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 Franklin, Tennessee, 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. You may offer services to customers anywhere, subject to applicable laws and regulations, but we do not guarantee that you will have any specific geographic area or customer base that is free from competition from us, our affiliates, other franchisees, or other distribution channels. Since no territory is granted, you may face competition from: (i) other franchisees of ours; (ii) our company-owned operations; (iii) affiliates or third parties authorized by us to sell coaching and development services; and (iv) non-affiliated businesses offering the same or similar services.

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.

Customer Acquisition

While you are not limited to a specific territory, you are responsible for building and maintaining your customer base. We do not promise or guarantee that you will have a specific number of customers or that the customers you acquire will be exclusive to your franchise. You are responsible for marketing and selling services within your capabilities.

Soliciting Orders and Performing Services

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.

Minimum Performance Obligations

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 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	7370339 April 30, 2024	009
	97264163 February 11, 2022	7370338 April 30, 2024	041
Meta Performance (Word Mark)	88771316 January 22, 2020	6687418 March 29, 2022	041
	97310674 March 14, 2022	7090384 June 27, 2023	009
	97310718 March 14, 2022	7012277 March 28, 2023	045
	97310694 March 14, 2022	N/A	016
Break Your Brain (Word Mark)	97264413 February 11, 2022	7697945 February 18, 2025	016

Trademark	Application Number Application Date	Registration Number Registration Date	International Class of Goods
	97264279 February 11, 2022	7005327 March 21, 2023	041
Intuitive Fence (Word Mark)	97264400 February 11, 2022 97264252 February 11, 2022	7739560 March 25, 2025	16 41
Golive Values (Word Mark)	98002618 May 18, 2023 98002614 May 18, 2023	7707618 February 25, 2025 7707617 February 25, 2025	16 41

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

All Marks are owned by Jason Jaggard, who in August 2023 granted us under license (the "Intellectual Property License"), the non-exclusive 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 agreement's material terms include the maintenance of quality standards, compliance with laws, and acknowledgment of Mr. Jaggard's ownership and goodwill in the trademarks. The agreement does not significantly limit the our rights to use or license the trademarks in any geographic territory. The Intellectual Property License is perpetual and may not be terminated or altered except by agreement between us and Mr. Jaggard. The agreement is perpetual and can only be modified or canceled by a written instrument executed by both parties. Mr. Jaggard reserves the right to enforce any violations or infringements of the trademarks.

Except as described above, 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 for the Brand Standards Manual and related materials, including brand identity, marketing, advertisement, and promotional materials. These materials are proprietary and confidential, 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.

There are no effective determinations by the Copyright Office or any court regarding our copyrighted materials. No agreements significantly limit our right to use or license these materials, and we are not aware of any infringing uses that could materially affect your use of them. 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 sole discretion to take appropriate action and are not obligated to participate in your defense or indemnify you in any proceedings 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.

If you make or acquire any improvements, including enhancements, adaptations, derivative works, modifications, or new processes ("Improvements") in the operation of your Human Development Franchise, you will grant exclusive rights to these Improvements to us. Improvements will be our sole and exclusive property, part of the System, and works made-for-hire for us. If any item does not qualify as a "work-made-for-hire," you assign ownership and all related rights to us and must take any action we request to show our ownership or help us obtain intellectual property rights.

We may include any Improvements in 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 expense. You will

sign or have the creator sign all necessary documents to enable us to apply for intellectual property rights protection. You will have each of your employees sign an agreement requiring cooperation with these requirements. You must obtain our written consent before making any modification or derivative work.

Confidential Information

We possess certain confidential information, including methods, techniques, formats, specifications, procedures, systems, and knowledge of and experience in the operation and franchising of the System ("Confidential Information"). We will disclose certain Confidential Information to you during training programs, seminars, conventions, in the Brand Standards Manual, and in guidance furnished 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 use it in the development and operation of a Human Development Franchise during the term of the Franchise Agreement. Using or duplicating the Confidential Information in any other business would constitute unfair competition. You agree that the Confidential Information is proprietary to us and is disclosed to you on the condition that you (1) will not use it in any other business or capacity; (2) will maintain absolute confidentiality during and after the term of the Franchise Agreement; (3) will not make unauthorized copies of any portion disclosed in written form; and (4) will adopt and implement all reasonable procedures required by us to prevent unauthorized use or disclosure, including restrictions on disclosure to employees of your Human Development Franchise.

The Brand Standards Manual will remain our exclusive property. We may revise the Brand Standards Manual, and you must comply with each new or changed standard, although these changes 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.

We may establish a customer loyalty program to enhance client engagement and retention through various incentives and rewards. The structure and terms of the loyalty program will be determined by us and may be modified at our discretion. Participation will be optional for clients, and we reserve the right to discontinue or alter the program at any time. If we create one, you must comply with our guidelines for administering and promoting the loyalty program.

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, 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.

Provision	Section in Franchise Agreement	Summary
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; (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.

Provision	Section in Franchise Agreement	Summary
		(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; (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.

Provision	Section in Franchise Agreement	Summary
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 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.

Provision	Section in Franchise Agreement	Summary
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	In the event of the death or permanent incapacity of a franchise Owner, the Owner's estate must transfer the ownership interest in the franchise to an approved successor within 90 days. This transfer is subject to our standard transfer requirements and approval. If the transfer is not completed within 90 days, we may choose to terminate the Franchise Agreement. If the deceased or incapacitated individual was the Designated Executive Coach, you must obtain our approval of a replacement within 15 days. Approval is at our sole discretion. If you do not secure our approval of a new Designated Executive Coach within 60 days, we may terminate the Franchise Agreement. We may also exercise our Step-In Rights to temporarily operate the franchise during this period.
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.
r. Non-competition covenants after the franchise is terminated or expires	Sections 16.5 and 16.6	After your Franchise Agreement ends or is terminated, you may not be involved in any Competitive Business within the United States for two (2) years (or one (1) year if you are a Conversion Coach). During this period, you are also prohibited from soliciting or diverting clients from your former Human Development Franchise or any other Human Development Franchise. You may not use our Trade Secrets in any business or activity unless you are operating under a valid Human Development Franchise Agreement. You must fully disassociate from our brand, including ceasing use of our Marks and returning the Brand Standards Manual and all other confidential materials. You are also required to cancel or transfer all business-related phone numbers and directory listings to us. Additionally, you may not divert any business from us in any way.
s. Modification of the agreement	Section 20.3	Changes to the Franchise Agreement must be made in writing and agreed to by both parties.

Provision	Section in Franchise Agreement	Summary
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 applicable 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 applicable 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 2022 through 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	26	+26
Company-Owned*	2022	19	32	+13
	2023	32	34	+2
	2024	34	17	-17
Total Outlets	2022	0	0	0
	2023	0	0	0
	2024	34	43	+9

* In 2024, we began transitioning from a contractor model to a franchise model. By "company-owned outlets" we are indicating the number of business coach contractor 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 2022 through 2024

State	Year	Number of Transfers
Total	2022	0
	2023	0
	2024	0

TABLE NO. 3

Status of Franchised Outlets for Years 2022 through 2024

State	Year	Outlets at Start of the Year	Outlets Added	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Alabama	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
California	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	10	0	0	0	0	10
Colorado	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5

State	Year	Outlets at Start of the Year	Outlets Added	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Georgia	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Massachusetts	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Michigan	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Missouri	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
New Hampshire	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
New York	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
North Carolina	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Tennessee	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Texas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Total Outlets	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	26	0	0	0	0	26

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TABLE NO. 4

Status of Company-Owned Outlets for 2022 through 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Alabama	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	0
	2024	1	0	0	0	1	0
California	2022	13	5	0	0	0	18
	2023	18	3	0	3	0	18
	2024	18	2	0	4	10	6
Colorado	2022	2	1	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	3	0
Connecticut*	2022	0	2	0	0	0	2
	2023	2	0	0	2	0	0
	2024	0	0	0	0	0	0
Florida	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	1	0	0
Georgia	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
	2024	1	0	0	0	1	0
Illinois	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	1	0	0	0	1	0
Kansas	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Michigan	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
Minnesota	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
New Hampshire	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	1	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
New York	2022	1	2	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	2	1	0
North Carolina	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	1	0
Tennessee	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
	2024	1	0	0	0	1	0
Texas	2022	1	1	0	0	0	2
	2023	2	1	0	0	0	3
	2024	3	0	0	1	2	0
Total Outlets	2022	19	13	0	0	0	32
	2023	32	7	0	5	0	34
	2024	34	5	0	7	22	10

* 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 2025 As of December 31, 2024

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
Connecticut	0	1	1
Illinois	0	1	0
Kansas	0	1	0
Michigan	0	1	0
Minnesota	0	2	0
North Carolina	0	2	0
North Dakota	0	0	0
Ohio	0	1	0
Tennessee	0	1	0
Texas	0	1	0
Totals	0	16	1

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.

ITEM 21

FINANCIAL STATEMENTS

Attached to this FDD as Exhibit C are our audited financial statements as of December 31, 2023 and December 31, 2024. 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.

We are also attaching non-audited financial statements as of April 30, 2025. These Financial Statements Have Been Prepared without an Audit. Prospective Franchisees or Sellers of Franchises Should be Advised that No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion with Regard to their Content or Form.

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. 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

Exhibit I: Conversion Coach Addendum

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 L. 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) 416-8222
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
3. Franchise Relationship Acknowledgement

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 a 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. Holdover Franchise. If you do not sign the Successor Franchise Agreement prior to the expiration of this Agreement and you continue to operate the Placement Agency beyond the Term of this Agreement or any subsequent renewal period, it shall be deemed to be on a month-to-month basis under the terms of this Agreement (except that you will no longer have the right to obtain a Successor Franchise Agreement pursuant to Section 5.2) and subject to termination upon 30 days' notice or as required by law. If the hold-over period exceeds 90 days, this Agreement is subject to immediate termination unless Legal Requirements requires a longer period. Upon termination after any hold-over period, you and those in active concert with you, including Owners, family members, officers, directors, partners and managing agents, are subject to the terms of Agreement including post-termination obligations contained in this Agreement.

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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 the Initial Training Program 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.

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.

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 Human Development Franchise. You must follow the guidelines in the Brand Standards Manual when preparing and executing these contracts. All Client payments must be made directly to us or our affiliate (the "**Payment Clearinghouse**"). We will maintain exclusive control over the accounts receiving these payments. The Payment Clearinghouse will manage all Client payments, deduct any fees owed to us, and then disburse the remaining balance to you. You must ensure that all payments to your Human Development Franchise are made through the Payment Clearinghouse using only the methods we specify. You are not permitted to collect any payments or other compensation directly.

6.8.1. On each Payment Date, we will calculate and deduct all fees you owe for the prior Reporting Period from the funds collected on your behalf. We will then remit the remaining balance to you.

6.8.2. You agree to follow our payment procedures and to take any actions or sign any documents necessary to facilitate payment processing.

6.8.3. Each monthly payment will include a statement showing the Gross Revenue collected during the previous month and how your payment was calculated. You are responsible for reviewing and reconciling this statement, including any chargebacks, prepaid packages, or other adjustments. Any errors or discrepancies must be reported to us within a reasonable time.

6.8.4. If the funds collected are not enough to cover the fees you owe, you must pay the remaining balance within five (5) days of receiving notice from us.

6.8.5. For prepaid services (such as prepaid packages), we will credit your Gross Revenue only for the portion of services delivered during the month, based on your agreement with the Client. The remaining prepaid balance will be held and applied on your behalf in future months.

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.

6.15. Annual Increases. We have the right to increase any of our flat fees by a maximum of 10% per year, calculated cumulatively over the term of the Franchise Agreement. Additionally, we may also increase these fees by the amount of any increases in fees from third parties for the underlying products or services which will be added to the capped fee increase.

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. All contributions to the Advertising Fund, along with any earnings, will be used to cover the costs of developing, managing, and implementing marketing and promotional activities for the benefit of the Human Development Franchise System. These activities may include the creation, production, and distribution of print, digital, and broadcast campaigns; direct mail; promotional materials such as brochures, flyers, and branded merchandise; marketing research; public relations efforts; sponsorships; and the development and maintenance of websites, social media accounts, and an extranet for the System. We may engage advertising agencies, public relations firms, research and design firms, and other Approved Suppliers to support these efforts. The Fund may also be used to cover labor and travel expenses for personnel involved in marketing development, as well as to reimburse us for administrative and overhead costs related to these activities. The Advertising Fund will not be used primarily to solicit new franchisees. However, general marketing materials may include information about franchise opportunities, and a portion of the Fund may be used to maintain web pages or respond to franchise inquiries.

8.3.1. Your Acknowledgement. You acknowledge that the Advertising Fund is intended to promote the overall brand and increase public recognition of the Marks for the benefit of the entire System. We are not obligated to spend funds in a way that directly benefits you or any other franchisee on a proportional or individual basis. We retain full ownership of all materials created

using the Fund, including all copyrights, and have sole discretion over creative content, media placement, and fund allocation. We do not owe any fiduciary duty to you or any other party regarding the Fund's use, except as described in this section. Human Development Franchises owned by us or our Affiliates may (but are not required to) contribute to the Fund on a different basis than franchisees.

8.3.2. Fund Accounting. All contributions to the Advertising Fund will be deposited into a dedicated account, which may be commingled with other funds but will be accounted for separately. Upon written request, we will provide you with an annual report within ninety (90) days after the end of each calendar year, summarizing Fund expenditures and any remaining balance. This report will not be audited.

8.3.3. Unused Funds; Termination. We anticipate that all contributions and earnings will be used within the fiscal year in which they are received. Any unused funds will carry over and be used before new contributions in the following year. Although the Fund is intended to operate indefinitely, we may suspend or terminate it at our discretion. If terminated, all remaining funds will be used for the purposes described in this section. Your obligation to contribute to the Fund ends upon termination of your Franchise Agreement.

8.4. Internet, Social Media, and Domain Name. 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. We will provide guidelines for updating your hosted website and will exercise the maximum control legally allowable on the use of our Marks on all social media sites and search engine optimization (SEO) activities connected to the Marks, either directly or through a third party.

8.4.1. Use of Marks on Internet. You, your employees, independent contractors, sales associates, 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 Operations Manual, at your expense and without compensation from us.

8.4.2. Your Content. 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 Operations 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. Your online promotional strategies must comply with our online policy. We may review, monitor, and require changes to all online content on your websites, social media sites, blogs, electronic communications, and other online sites where our Marks or Intellectual Property are used. You must provide us with full, administrator-level rights to access and administer all social media accounts related to your Human Development Franchise. You agree to use the email address we provide you in conducting the business of your Human Development Franchise.

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 are responsible, at your own expense, for maintaining your Human Development Franchise—including any workspace, equipment, and assets—in good condition and in compliance with the System requirements outlined in the Brand Standards Manual or as otherwise directed by us. This includes keeping your workspace (whether home-based or otherwise) neat, clean, and professional in appearance, and ensuring that all equipment remains functional and aligned with brand standards. You must replace or upgrade equipment and other assets, using only approved items, when they become worn out or no longer suitable for use. You must also make any additions, repairs, replacements, or improvements we reasonably require to ensure that any publicly visible or client-facing aspects of your franchise reflect the professional image of the System. These updates must be completed within the timeframe and under the conditions we specify. If any condition poses a safety risk to clients or the public, you must address it immediately. We acknowledge that many franchisees operate from home and may not have a traditional office. Our requirements will be applied reasonably in light of your specific operating environment. However, there are no limitations on your obligation to maintain a professional and brand-compliant presence. During the first twelve (12) months of the Term, we will not require you to make any additions, repairs, or improvements that would cost more than two thousand dollars ($2,000) in total.

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 operate your Human Development Franchise in a professional, courteous, and efficient manner, in full compliance with the Brand Standards Manual, to protect and enhance the reputation and goodwill of the Marks and the System. You are responsible for ensuring that your Designated Executive Coach, employees, and independent contractors uphold high standards of honesty, integrity, and fair dealing in all interactions with Clients, the public, other franchisees, and us. You must respond promptly and professionally to all Client complaints or concerns, making reasonable efforts to resolve issues in a businesslike manner. If a Client contacts us directly with a complaint, we reserve the right—but are not obligated—to address the issue ourselves to protect the brand's goodwill. If we provide a credit, refund, or other compensation to the Client as part of resolving the complaint, you must reimburse us for the full value of that compensation. Nothing in this section—or elsewhere in this Agreement—should be interpreted as making us liable to any third party for 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 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.

9.12. Improvement(s). If your Designated Executive Coach, employees, or Owners create or enhance any concept, method, or process related to the operation or promotion of your Human Development Franchise (an "**Improvement**"), you must promptly notify us and provide all related information. You will not receive compensation for the Improvement. All Improvements become our sole property, including any associated copyrights, trademarks, patents, or other intellectual property rights. You must not share the Improvement with others and may not use it without our prior written approval. You and your Owners agree to assign all rights in the Improvement to us, including the right to modify it, and waive any moral rights or claims. You also agree to assist us in securing and enforcing intellectual property rights related to the Improvement. If any part of this section is found unenforceable, you and your Owners grant us a worldwide, perpetual, non-exclusive, royalty-free license to use and sublicense the Improvement to the extent necessary to avoid infringing your rights.

9.13. Pricing. We may provide you with the minimum and maximum prices for the products and services you sell. If we do so, 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.

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 a 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.

10.7. Loyalty Program. We may establish and implement a client loyalty program for Clients, designed to enhance client engagement and retention through various incentives, rewards, and benefits. The structure, terms, and conditions of the loyalty program, including but not limited to the types of rewards, eligibility criteria, and methods of earning and redeeming rewards, will be determined by us at our sole discretion and may be modified from time to time. Participation in the loyalty program will be optional for Clients but may be mandatory for you. We reserve the right to discontinue or alter the loyalty program at any time without prior notice. You must comply with all guidelines and requirements set forth by us regarding the administration and promotion of the loyalty program.

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. All Operational Data that we obtain from you and that you collect from Facilities, Human Development Franchise customers, referral sources, and all revenues we derive from such Operational Data will be our property and our Confidential Information that we may use for any reason without compensation to you, including making a financial performance representation in our franchise disclosure documents. You assign and will be deemed to have assigned all rights in Operational Data to us. You will provide copies of all Operational Data to us upon request. At your sole risk and responsibility, we grant you the right to use such Operational Data that you acquire from Customers and other third parties solely in connection with operating the Human Development Franchise at any time during the Term of this Agreement, to the extent that your use is permitted by applicable law. Upon expiration of the Term, all copies of Operational Data must be returned to us and removed from your Computer System.

11.3. Privacy and Data Protection. You will take all necessary actions to independently: (i) learn and comply with all applicable Privacy Laws; (ii) learn and comply with the requirements of the Operations Manual as they relate to Privacy Laws and the privacy and security of Operational Data; (iii) learn and comply with any posted privacy policy and other representations made to the individual identified by Operational Data that you process, and communicate any limitations required thereby to any authorized receiving party in compliance with all Privacy Laws; (iv) refrain from any action or inaction that could cause us or our Affiliates to breach any Privacy Laws; (v) maintain, and cause adherence by your personnel to all reasonable physical, technical and administrative safeguards and related policies for Operational Data that is in your possession or control in order to protect such Operational Data from unauthorized processing, destruction, modification, or use that would violate this Agreement, the policies in the Brand Standards Manual (which may include a non-exhaustive list of the minimum types of policies that must be implemented) or any Privacy Law; (vi) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us and our Affiliates in compliance with the Privacy Laws; and (vii) immediately report to us the breach of any requirements in this Agreement or the Brand Standards regarding Operational Data or any Privacy Law, or the theft or loss (or any apparent or alleged theft or loss) of Operational Data (other than the Operational Data of your own officers, directors, shareholders, employees or service providers).

11.3.1. You will, upon request, provide us with information, reports, and the results of any audits performed regarding your data security policies, security procedures, or security technical controls related to Operational Data. You will, upon our request, provide us or our representatives with access to your Computer System, records, processes and practices that involve processing of

Operational Data in order to mitigate a security incident or so that an audit may be conducted. You will indemnify, defend and hold us and our Affiliates, and their respective officers, directors, shareholders, members, managers, partners, employees, servants, independent contractors, attorneys, representatives, agents and associates harmless in connection with any claim or action arising out of or relating to: (i) any theft, loss or misuse (including any apparently or alleged theft, loss or misuse) of Operational Data; and (ii) your breach of any of the terms, conditions or obligations relating to data security, Privacy Laws or Operational Data set forth in this Agreement.

11.3.2. You will immediately notify us upon discovering or otherwise learning of any theft, loss or misuse of Operational Data. You will, at our direction, but at your sole expense, (i) undertake remediation efforts on your own in concert with our directions, (ii) reasonably cooperate with any remediation efforts undertaken by us and (iii) undertake efforts to prevent the recurrence of the same type of incident, including by paying for any remediation and post-breach monitoring process deemed appropriate by us. You will not make any public comment regarding any data security incident without our approval. Any notifications to the media or customers regarding theft or loss of Operational Data will be handled exclusively by us at our election and neither you nor your personnel may contact customers relating to such theft or loss unless you are under a legal obligation to do so, in which case (i) you must notify us in writing promptly after concluding that you have the legal obligation to notify any customers and (ii) you will limit the notices to customers to those required by the legal obligation or as pre-approved by us. You will reasonably cooperate in connection with any notices to customers regarding theft or loss and you will assist with sending such notices upon request by us.

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. This Agreement establishes a franchisor-franchisee relationship only. Nothing in this Agreement creates a partnership, joint venture, agency, employment, or fiduciary relationship between you and us. You have no authority to act on our behalf, bind us to any obligation, or represent yourself as our agent, employee, partner, or co-venturer. We and you are independent contractors, and neither party may obligate the other except as expressly provided 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 and you are not joint employers of your employees and other personnel. We do not and will not share or codetermine any of your employees' essential terms and conditions of employment. More specifically, in no case do we have any authority to determine or set your employees': (1) wages, benefits, and other compensation; (2) hours of work and scheduling; (3) the assignment of duties to be performed; (4) the supervision of the performance of duties; (5) work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) the tenure of employment, including hiring and discharge; and/or (7) working conditions related to the safety and health of employees. You alone have sole authority to determine any or all of your employees' essential terms and conditions of employment.

13.2.2. We are not liable for any claims, damages, or obligations arising from your operation of the Human Development Franchise, including any misuse of the Marks. You may not use the Marks in a way that could make us liable for your debts or obligations, such as signing contracts or applying for licenses in our name.

13.2.3. You must inform your employees and contractors that you are their sole employer and that we are not. You agree to explain the franchisor-franchisee relationship and, if requested, have your personnel sign acknowledgments or disclosures we provide to clarify this distinction.

13.2.4. You are solely responsible for the day-to-day operations of your Human Development Franchise. Our System standards and requirements are intended to guide your operations but do not give us control over your daily business decisions or activities.

13.2.5. From time to time, we may suggest employment-related policies, such as a sexual harassment policy. However, it is entirely your decision whether to adopt such policies, and you are solely responsible for their implementation and any related training.

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 Noble Intermediate Holdings LLC, Novus Global Corporation, The Institute for Meta Performance, LLC, Noble Media Corporation, Novus Global Licensing, LLC, and Novus Global Operations, 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. Your conduct of the Human Development Franchise.

14.1.7. Any damages, incidents, claims or Losses and Expenses listed in this Section 0 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 0 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. You must carry continuously during the Term insurance of the types, in the amounts and with the coverage specified from time to time in the Brand Standards Manual and in any lease between you and us. Until the Brand Standards Manual specifies otherwise, you will carry insurance with the policy limits specified in the Summary Pages. Each policy must (1) be primary and non-contributory; (2) be issued by an insurance company(ies) with a rating of not less than "AVII" in the current Best Insurance Guide or approved by us; (3) name us and such Affiliates of ours as we may designate as "additional insureds" and will contain an "Additional Insured-Designated Person or Organization" endorsement (or equivalent), without any qualifying language; (4) provide that the insurance cannot be canceled or non-renewed, except upon 30 days advance written notice to us; (5) contain a waiver of subrogation rights of the insurer(s) against us and our designated Affiliates, which waiver will be effective regardless of whether any loss is caused by the act, omission or negligence of us and our designated Affiliates, and (6) will contain a "Waiver of Transfer Rights of Recovery Against Others" endorsement (or its equivalent).

14.3.1. Certificates. You must furnish us certificates of insurance, all insurance policy endorsements and a copy of the insurance policy(ies), if requested by us to prove that such insurance coverage is in effect, both prior to the opening of the Human Development Franchise and thereafter, as requested by us (but in no event less than once per calendar year). Renewal insurance certificates of insurance will be delivered to us 30 days prior to the expiration date of each insurance policy. All deductible amounts on all insurance policies required hereunder will be disclosed in writing to and approved in advance by us and noted on the applicable insurance certificate. If you fail to maintain the required insurance, we may, but will not be obligated to, obtain coverage on your behalf and charge the cost to you. You agree to reimburse us for the premium costs we incur to provide such coverage, plus an administrative fee equal to 20% of the cost of the premiums, within ten days after we submit a statement for our costs.

14.3.2. 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. Any insurance policies that we carry do not and will not limit or relieve you from any of your obligations under this Article 14.

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. "**Confidential Information**" means our confidential and proprietary information, including but not limited to: sales and marketing methods and data; information about the System; operational and business data; computer programs; trade secrets; Intellectual Property; business plans; advertising and promotional strategies; financial data; product information; information about current or prospective Clients, other franchisees, agencies, Approved Suppliers, and related parties; Operational Data; and the Brand Standards Manual. Confidential Information does not include information that was already known to you and in actual commercial use by you or generally known within the industry, in the same manner and combination disclosed, either at the time you received it or as of the Effective Date—whichever occurred first. You acknowledge that you will gain access to Confidential Information that is essential to the successful operation of your Human Development Franchise and that such information was not known to you prior to entering into this Agreement. You further acknowledge that all Confidential Information is our exclusive property, represents valuable business assets, and may be used by us in any manner we choose.

16.2. Use and Disclosure of Confidential Information. You may use Confidential Information only as we authorize and solely for the operation of your Human Development Franchise. Disclosure is limited to your employees, agents, and contractors who reasonably need access to perform their duties, and only if they are bound by confidentiality obligations. You may not, during or after the term of this Agreement, use or disclose Confidential Information for the benefit of any third party or for any purpose outside the scope of your franchise operations. Any unauthorized use constitutes unfair competition. You may not copy, reproduce, or extract Confidential Information except as strictly necessary for operating your franchise. You must not disclose Confidential Information to any third party unless required by law. If you receive a subpoena or court order requiring disclosure, you must notify us immediately—both orally and in writing—and cooperate with us to protect the confidentiality of the information.

16.3. Preservation of Confidentiality. You must ensure that no one—including your Owners, Designated Executive Coach, officers, directors, employees, or contractors—accesses Confidential Information (including the Brand Standards Manual) without first signing a confidentiality agreement in a form we approve. These agreements must identify us as a third-party beneficiary with the independent right to

enforce them. Each of your Owners must also sign the Owner Agreement attached as **Addendum 2**. Our current approved confidentiality agreement is attached to the 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 Executive Coaches, Owners, managers, 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.

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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

By: _____

Print Name: _____

Its: _____

Date: _____

FRANCHISEE NAME (Company Name):

_____
(Print Franchisee Name)

By: _____

Print Name: _____

Its: _____

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: Defined in Section 16.1.

Conversion Franchise: An existing business you own that is substantially similar to a Human Development Franchise, that we have agreed for you to convert by this Agreement to a 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 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.

Human Development Franchise: Defined in the Recitals.

Improvement(s): Defined in Section 9.12.

Indemnified Parties: Defined in Section 0.

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.

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, including but not limited to Privacy Laws.

Liquidated Damages: Defined in Section 18.7.

Local Advertising Requirement: Defined in Section 8.2.

Losses and Expenses: All costs, damages, liabilities, and expenses, including, without limitation, reasonable attorney fees, court costs, expert witness fees, costs of investigation, and any other expenses incurred in connection with the defense or settlement of any claim, action, or proceeding.

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 a 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.

National Account: Any (i) potential or existing commercial Client, not an individual, that has multiple sites, offices, or premises located within and outside of the Territory; or (ii) any other Client, not an individual, that has a presence which is not confined to the Territory.

Operational Data: All information, including names, addresses, telephone numbers, e-mail addresses, and other business records 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. Operational Data includes all information generated or recorded as a result of your efforts while using the Marks.

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.

Privacy Laws: All applicable federal, state, and local laws, regulations, and rules, as they currently exist or may be enacted or amended in the future, that govern the collection, use, storage, protection, disclosure, and management of personal information and data. This includes, but is not limited to, laws such as the California Consumer Privacy Act (CCPA), the General Data Protection Regulation (GDPR) to the extent applicable, and any other similar laws enacted by any state or federal authority in the United States.

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 a 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

EXHIBIT C-1

Unaudited Financial Statements

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Balance Sheet

Novus Global Franchising, LLC
As of April 30, 2025

	APR 30, 2025	MAR 31, 2025	FEB 28, 2025
Assets			
Current Assets			
Cash and Cash Equivalents			
NGFR Primary Op	266,550.65	306,181.51	110,264.21
Total Cash and Cash Equivalents	**266,550.65**	**306,181.51**	**110,264.21**
Due from NG LLC - Royalties	455,960.96	455,960.96	776,324.06
Total Current Assets	**722,511.61**	**762,142.47**	**886,588.27**
Total Assets	**722,511.61**	**762,142.47**	**886,588.27**
Liabilities and Equity			
Liabilities			
Current Liabilities			
Due to Novus Global LLC	20,408.98	3,757.00	3,757.00
Total Current Liabilities	**20,408.98**	**3,757.00**	**3,757.00**
Total Liabilities	**20,408.98**	**3,757.00**	**3,757.00**
Equity			
Current Year Earnings	498,412.55	354,695.39	229,141.19
Distributions to NG LLC	(550,000.00)	(350,000.00)	(100,000.00)
Investment by NG LLC	116,146.98	116,146.98	116,146.98
Retained Earnings	637,543.10	637,543.10	637,543.10
Total Equity	**702,102.63**	**758,385.47**	**882,831.27**
Total Liabilities and Equity	**722,511.61**	**762,142.47**	**886,588.27**

Income Statement (Profit and Loss)

Novus Global Franchising, LLC
For the 4 months ended April 30, 2025

	JAN-APR 2025
Income	
Franchise Royalties	515,064.53
Total Income	**515,064.53**
Gross Profit	**515,064.53**
Operating Expenses	
Other Professional Fees	16,651.98
Total Operating Expenses	**16,651.98**
Operating Income	**498,412.55**
Net Income	**498,412.55**

Novus Global Franchising, LLC

EXHIBIT C-2

Audited Financial Statements

Novus Global Franchising, LLC

Financial Statements and
Independent Auditor's Report

December 31, 2024

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, 2024, and the related statement of income and members' equity and cash flows for the year then ended 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, 2024, the results of its operations for the year 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
March 4, 2025

NOVUS GLOBAL FRANCHISING, LLC

BALANCE SHEET

DECEMBER 31, 2024

ASSETS

CURRENT ASSETS		
Cash	$	101,486
Accounts receivable		108,778
Due from related parties		655,960
	$	866,224

LIABILITIES AND MEMBER'S EQUITY

LIABILITIES		
Due to related parties	$	15,114
MEMBER'S EQUITY		851,110
	$	866,224

The accompanying notes are an integral part of this statement.

NOVUS GLOBAL FRANCHISING, LLC

STATEMENT OF INCOME AND MEMBERS' EQUITY

YEAR ENDED DECEMBER 31, 2024

REVENUE	
Franchise fees	$ 764,738
OPERATING EXPENSES	
Professional expenses	16,623
Other operating expenses	344
	16,967
INCOME FROM OPERATIONS	747,771
OTHER EXPENSE	
Other	650
State income taxes	801
	1,451
NET INCOME	746,320
MEMBERS' EQUITY	
Beginning of year	104,790
End of year	$ 851,110

The accompanying notes are an integral part of this statement.

NOVUS GLOBAL FRANCHISING, LLC

STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2024

CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$	746,320
Adjustments to reconcile net income to net cash used in operating activities:		
Changes in operating assets and liabilities:		
Accounts receivable		(108,778)
Due to/from related parties, net		(640,846)
Net Cash Used In Operating Activities		(3,304)
CASH - BEGINNING OF YEAR		104,790
CASH - END OF YEAR	$	101,486

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 maintain cash balances that exceed Federal Deposit Insurance Corporation limits.

Accounts Receivable and Allowance for Credit Losses. Accounts receivable are uncollateralized, unconditional customer obligations due under normal trade terms granted by the Companies on the basis of each customer's own creditworthiness. The carrying amount of accounts receivable is reduced by an allowance for credit losses. The Company's allowance for credit losses represents the estimate of expected credit losses related to accounts receivable. The Company pools its accounts receivable based on similar risk characteristics, such as geographic location, business channel, and other account data. To estimate the allowance for credit losses, the Company leverages information on historical losses, asset-specific risk characteristics, current conditions, and reasonable and supportable forecasts of future conditions. Account balances are written off against the allowance when the Company deems the amount is uncollectible. As of December 31, 2024 and January 1, 2024, the Company did not believe that an allowance was necessary.

Due from Related Parties. The Company relies on related parties to bill customers of the franchisees, and upon collection, remit royalties to the Company. Outstanding amounts that have been collected by the related party and not yet remitted are presented as due from affiliates. Such amounts are unsecured, non-interest bearing and due on demand.

Due to Related Parties. Various expenses have been paid by related parties on behalf of the Company and are reimbursable. Additionally, certain expenses, including administrative and overhead are paid by related parties and are not expected to be reimbursed. These expenses are excluded from these financial statements. Outstanding amounts are presented as due to affiliates. Such amounts are unsecured, non-interest bearing and due on demand.

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.

Practical Expedients - 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.

(Continued)

NOVUS GLOBAL FRANCHISING, LLC

NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Concluded)

Revenue Recognition (Concluded)**.** 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.

Disaggregation of Revenues - The revenues are principally derived from contracts to provide services to various customers.

The following table presents revenues disaggregated by service line for the year ended December 31, 2024:

	Total Over Time Revenue
Franchise/Royalty Income	$ 741,338
Training Fees	23,400
	$ 764,738

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 in 2025 to its sole member in connection with the member's respective income tax liabilities incurred in 2024 as a result of the Company's income tax status.

NOTE 2 – SUBSEQUENT EVENTS

Management has evaluated all known subsequent events from December 31, 2024 through March 4, 2025, 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

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

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NOVUS GLOBAL

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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.

l.	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.

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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, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark::

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

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

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

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

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a 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; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee": "You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" 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.

6. Franchise Questionnaires and Acknowledgements--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.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship

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

Conversion Coach Addendum

ADDENDUM TO FRANCHISE AGREEMENT
(Conversion Coach)

This addendum ("**Addendum**") to the Agreement (defined below) is between:

- Novus Global Franchising, LLC ("**we**" "**us**" or "**our**"), on the one hand, and
- _____ (collectively, "**you**" or "**your**"), on the other hand,

and is entered into on the date we sign it below (the "**Effective Date**"). This Addendum adds, deletes, amends, changes, and modifies certain terms and conditions of the Agreement between us and you.

RECITALS

A. You are an existing Novus Global™ business coach who is choosing to obtain a Novus Global™ Human Development Franchise.

B. Simultaneously with entering this Addendum, you and we are signing a new franchise agreement for the operation of a new Novus Global™ Human Development Franchise (the "**Agreement**").

C. Given your tenure with us, we have agreed to offer you revisions to some the terms of the Agreement and the Franchise Owner Agreement.

D. As an additional inducement for you and consideration for the Agreement, we and you wish to modify the terms of the Agreement and Franchise Owner Agreement by agreeing to the following terms, which will modify the Agreement and Franchise Owner Agreement as provided herein.

NOW, THEREFORE, IN CONSIDERATION of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Definitions**. All capitalized terms not otherwise defined in this Addendum refer to the definitions set forth in the Agreement.

2. **Organizing Documents**. Section 1.5.4 of the Agreement is amended to state that, if your Business Entity was formed before we offered you a franchise, you will have one hundred and eighty (180) days after the Effective Date to amend your organizing documents to 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.

3. **Term**. Section 5.1 of the Agreement is amended to state that the Term will end on the fourth anniversary of the Effective Date.

4. **Successor Franchise Fee**. Section 5.2.8 of the Agreement is amended to state that the successor franchise fee will be zero dollars ($0).

5. **Initial Franchise Fee**. Section 6.1 of the Agreement is amended to state that the Initial Franchise Fee is zero dollars ($0).

6. **Initial Training**. Section 10.1 of the Agreement is amended to state that we will not require your initial Designated Executive Coach to attend the Initial Training Program, and because of this Section 6.2 is amended to state that we will not charge you an Initial Training Fee upon executing the Agreement.

7. **Royalty Fee**. Sections 6.3.1, 6.3.2, and 6.3.3 of the Agreement are hereby deleted in their entirety. For the avoidance of doubt, you and we agree that beginning on the Effective Date, your Royalty Fee will be one thousand two hundred and fifty dollars ($1,250) per Executive Coach, plus the amount indicated below:

☐ If this box is checked, twenty-three percent (23%) of your Gross Revenue that exceeds four thousand dollars ($4,000). If and after your Gross Revenue exceeds one hundred and eighty thousand dollars ($180,000) (the "**Revenue Threshold**") in a calendar year (measured from January to December each year) (each, a "**Calendar Year**"), the percentage charged after your Gross Revenue exceeds $4,000 per Reporting Period will be nineteen percent (19%) of your Gross Revenue, beginning in the month your Gross Revenue exceeds the Revenue Threshold through the end of that Calendar Year.

☐ If this box is checked, twenty-three percent (23%) of your Gross Revenue that exceeds four thousand dollars ($4,000). If and after your Gross Revenue exceeds the Revenue Threshold in a Calendar Year, the percentage charged after your Gross Revenue exceeds $4,000 per Reporting Period will be seventeen and three-fourths percent (17.75%) of your Gross Revenue, beginning in the month your Gross Revenue exceeds the Revenue Threshold through the end of that Calendar Year.

☐ If this box is checked, twenty-one and one-half percent (21.5%) of your Gross Revenue that exceeds four thousand dollars ($4,000). If and after your Gross Revenue exceeds the Revenue Threshold in a Calendar Year, the percentage charged after your Gross Revenue exceeds $4,000 per Reporting Period will be sixteen and one-half percent (16.5%) of your Gross Revenue, beginning in the month your Gross Revenue exceeds the Revenue Threshold through the end of that Calendar Year.

☐ If this box is checked, twenty percent (20%) of your Gross Revenue that exceeds four thousand dollars ($4,000). If and after your Gross Revenue exceeds the Revenue Threshold in a Calendar Year, the percentage charged after your Gross Revenue exceeds $4,000 per Reporting Period will be sixteen percent (16%) of your Gross Revenue, beginning in the month your Gross Revenue exceeds the Revenue Threshold through the end of that Calendar Year.

8. **Payment of Shortfall**. Section 6.8.4 of the Agreement is amended to state that 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 thirty (30) days of our notice to you of the remaining amount due.

9. **Local Advertising Requirement**. Section 8.2 of the Agreement is amended to state that if your Human Development Franchise is not meeting our current minimum revenue standard as identified in the Brand Standards Manual, we will give you notice and thirty (30) days to meet the standard. If you fail after that thirty (30) day period to meet the standard, we may require you to meet the Local Advertising Requirement until the end of the Term.

10. **Computer System**. Section 11.1.1 of the Agreement is amended to state that if, prior to obtaining the Human Development Franchise, you have used your personal computer in performing business coaching services, you may continue to do so. The fourth sentence of Section 11.1.1,

prohibiting you from installing devices, software, or other programs not approved by us for use with the Computer System, is hereby deleted. Subsection (c) of Section 11.1.3 is amended to state that we will access your Computer System for auditing purposes only.

11. **Financial Records**. The third sentence of Section 12.1 of the Agreement is amended by adding the underlined words as follows: "Upon our request, then 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."

12. **Covenant Not to Compete: After Term**. Section 16.5 of the Agreement and Section 2.c of the Owner Agreement are amended to state that the restriction period of your covenant not to compete with us will be a period of one (1) year after the termination or expiration of the Agreement or any successor to it.

13. **Liquidated Damages**. The last sentence of Section 18.7 of the Agreement is amended to state that the 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) twelve (12), or (ii) the number of full months remaining in the Term.

14. **No Reliance or Coercion**. The parties each acknowledge that, in entering this Addendum, neither of the parties has relied on any representations from the other party.

15. **Conflict with Agreement**. In the event of a conflict between terms stated in the Agreement (including all schedules, attachments, or addenda to the Agreement) and those in this Addendum, the terms stated in this Addendum will control.

16. **Addendum Binding**. This Addendum will be binding upon and inure to the benefit of each party and to each party's respective successors and assigns.

17. **No Further Changes**. Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Agreement will remain in full force and effect as originally written and signed (and subsequently amended).

[Addendum Follows on Next Page]

18. **Counterparts**. This Addendum may be executed in counterparts, all of which shall be given the same force and effect as the original. This Addendum will be effective when the signatures of all parties have been affixed to counterparts or copies.

IN WITNESS WHEREOF, you and we have executed this Addendum as of the dates appearing below.

NOVUS GLOBAL FRANCHISING, LLC	**FRANCHISEE NAME (Company Name):**
	_____ (Print Franchisee Name)
By: _____	By:_____
Print Name: _____	Print Name: _____
Its: _____	Its:_____
Date: _____	Date: _____

Novus Global Franchising, LLC

EXHIBIT J

List of Franchisees

EXHIBIT J-1
List of Current Franchisees

Franchise Name	Address	Phone
Asitoccurstome	2100 3rd Avenue North, Suite 400, Birmingham, AL 35203	(205) 937-0828
Good News Creative	1142 Paularino Avenue, Costa Mesa, CA 92626	(949) 375-0777
ADM Collective, LLC	6151 E. Huntdale Street, Long Beach, CA 90808	(562) 637-3922
Amanda Jaggard LLC	3618 Griffin Avenue, Los Angeles, CA 90031	(913) 205-6921
Coach Chris NG LLC	4750 Templeton Street, Unit 1314, Los Angeles, CA 90032	(310) 739-1974
Aim Ready Fire, LLC	1443 E Washington Blvd., Unit 138, Pasadena, CA 91104	(323) 363-2974
Dex Alexander Performance	8739 Sugar Gum Road, Riverside, CA 92508	(951) 452-6477
Prestige Worldwide Coaching and Leadership	18752 Caminito Cantilena, Unit 175, San Diego, CA 92128	(949) 335-2101
Jon Roberts Inc.	1124 Green Street, San Francisco, CA 94109	(214) 208-0187
Yellow Marker, Inc.	2312 Rowe Drive, Santa Rosa, CA 95403	(707) 843-1732
Danny Bowers Coaching	5524 N. Bryn Mawr Street, Ventura, CA 93003	(949) 303-0671
Gerber Leadership Inc.	3691 Sandoval Street, Brighton, CO 80601	(402) 968-5372
GZG LLC	1521 Central Street, Unit 1C, Denver, CO 80211	(952) 913-6028
Farrell Group, LLC	1812 Fountain Court, Longmont, CO 80503	(631) 258-6098
HC&C Solutions, LLC	17745 Radbourne Ct., Monument, CO 80132	(609) 694-4685
Martindale Unlimited LLC	5257 School House Drive, Timnath, CO 80547	(303) 250-5536
McKnight Creative	4045 Emerald Glade Court, Cumming, GA 30040	(678) 520-1136
Igniting Change	47679 Beckenham, Novi, MI 48374	(248) 982-3860
Janet Breitenbach LLC	1700 Madison Ave., Apt 204, Kansas City, MO 64108	(626) 841-4418
Aresko LLC	101 Norwalk Street, Holly Springs, NC 27540	(858) 248-3804
Melder Coachiing & Consulting	5 Tower Hill Drive, Bow, NH 03304	(724) 699-3169
Park Leadership Group LLC	418 Broadway, Suite N, Albany, NY 12207	(818) 326-0739
Coach Karl Larsen LLC	1802 Oak Point Way, Columbia, TN 38401	(563) 419-2508
Jennifer Tharp LLC	902 Boscobel Street, Nashville, TN 37206	(347) 416-1429
Becca Egger Coaching	415 Tiger Lane, Gunter, TX 75058	(903) 818-0515
Thompson coaching, LLC	26 W Stony Bridge Court, Spring, TX 77381	(805) 256-5749

EXHIBIT J-2
List of Franchisees – Sold But Not Yet Open As Of December 31, 2024

None.

Novus Global Franchising, LLC

EXHIBIT K

Institute for Meta Performance, LLC Financing Agreement

META PERFORMANCE INSTITUTE

FOUNDATIONS PARTICIPANT CONTRACT

THIS AGREEMENT is entered into on this [Document.CreatedDate] and between The Institute for Meta Performance, LLC (“The Institute”) and [Client.FirstName] [Client.LastName] (“Participant”). The Participant desires to participate in The Institute for Meta Performance, LLC's Foundations Course starting [month] 2025.

The Institute for Meta Performance, LLC's Foundations Course is a 5-month entrepreneurial coaching certification program and exclusive community. Foundations is designed to equip you to become a person who is able to build a thriving coaching practice and gain the best foundation possible for pursuing coaching mastery.

In consideration of the mutual promises and covenants set forth in this agreement, the parties hereto agree as follows:

SERVICES

- One (1) 3-day in-person intensive training
- One (1) 2-day in-person intensive training
- Five (5) months of coaching with a Meta Performance™ Institute Faculty Coach
- Four (4) 3-hour virtual webinars
- Up to fifteen (15) hours of peer coaching

The Institute reserves the right to change or modify its suite of services as The Institute shall determine in its sole discretion.

YOUR OBLIGATION

The Institute requires a $26,000 USD fee for its services. The Institute and Participant are in agreement about a subsidization of this investment to $19,997 USD if this contract is signed before [Document.ExpirationDate].

PAYMENT PLAN

1. **Deposit**: A deposit of $1,500 USD is due to the Institute within five (5) days of the execution of this contract.
   Please indicate your preferred method of payment forby selecting the appropriate line:

   ☐ Check (in US Dollars)

   ☐ ACH (automated clearing house transfer for US bank accounts only)

2. **Remaining Balance**: The remaining balance of $18,497 USD shall be financed through a third-party finance partner company.
   a. **Payment Schedule**: Payments under the third-party financing arrangement shall commence sixty (60) days prior to [month] 1, 2025.
   b. **Execution Timing**: If the contract is executed fewer than sixty (60) days before [month] 1, 2025, the third-party financing must be established within seven (7) days of the contract execution date.
   c. **Point of Sale:** For agreements singed more than sixty (60) days prior to [month] 1, 2025. The Institute will initiate the Point of Sale with the third-party financing company approximately 75-days prior to [month] 1, 2025. At that time, the Participant will receive communication from the finance company to apply for financing. Participant will be given the option to select the preferred payment term of up to 24-months through the finance company. By signing this agreement, Participant is agreeing to complete the application for financing within 14-days of the execution of the Point of Sale with the third-party finance company.

Financing and Non-Affiliation Disclaimer

1. **Non-Affiliation**: The Institute is not affiliated with, nor does it have any control or influence over, the third-party finance company through which the remaining balance is to be financed. The Institute makes no representations or warranties regarding the third-party finance company's services, terms, or approval process.
2. Financing Approval: Decisions regarding the approval of financing are solely the responsibility of the third-party finance company. The Institute shall not be involved in, nor have any control over, the approval or denial of financing applications. It is the responsibility of the Participant to communicate to the Institute no less than fourty-five (45) days before [month] 1, 2025 if financing is denied.
3. **Payment of Remaining Balance**: Upon approval of financing by the third-party finance company, the remaining balance of $18,497 USD shall be payable directly to the third-party finance company as per the terms of the financing agreement.

DEFERMENT. Should the Participant need to postpone their enrollment in the Foundations for any reason, they must submit a written request to **ops@mp.institute**.

- **Requests made more than 30 days before the cohort start date:** The total deposit amount may be applied to a future cohort, provided the new cohort begins within one (1) year of the original cohort start date so long as a new agreement is signed and entered into within seven (7) days of the written request for deferment.
- **Requests made less than 30 days before the cohort start date:** The total deposit amount, **less a $1,000 deferment fee**, may be applied to a future cohort, provided the new cohort begins within one (1) year of the original cohort start date and a new agreement is signed and entered into within seven (7) days of the written request for deferment.

Failure to enroll in a new cohort within the one-year period will result in forfeiture of the deposit. Deferments are subject to cohort availability and approval by Meta Performance Institute.

CONFIDENTIALITY. Participant may have access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Institute or Novus Global. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Institute or Novus Global, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information, and all trade secrets, customer lists, or pricing information. Participant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Participant, or divulge, disclose, or communicate in any manner any Confidential Information. Participant will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this agreement. Upon termination of this agreement, Participant will return to the Institute and Novus Global all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Participant during the term of this agreement.

INJURIES. Participant acknowledges the Participant's responsibility to obtain any insurance required by law for the benefit of the Participant or Participant's employees, if any. Participant waives any rights to recovery from The Institute for any injuries that the Participant (and/or Participant's employees) may sustain while performing services under this agreement.

NO CONFLICTS. Participant hereby represents and warrants to The Institute that its execution and performance of this agreement does not and will not breach any other agreement and does not require the consent of any other person or entity.

RELATIONSHIP OF THE PARTIES. To the extent consistent with applicable law, this agreement shall not be construed to create an employer-employee relationship, a partnership, or a fiduciary relationship between the parties hereto. Participant is acting as an independent contractor.

INDEMNIFICATION. The parties agree to indemnify, defend and hold harmless each other from all claims, losses, judgments, damages, expenses and fees (including attorney fees and costs) that result from the acts or omissions of the

other or its employees and agents, if any.

NON-COMPETE AGREEMENT. To the extent consistent with applicable law and for the duration of this certification program, never will the Participant contract outside the terms of this agreement with clients they met from a Novus Global employee or coach or a Novus Founding Partner; nor will Novus Global or The Meta-Performance Institute contract outside the terms of this agreement with clients it meets from Participant, her employees, or agents.

REFERRAL POLICY. All referrals from a Novus Global or Institute to Participant will be handled as a Novus Global or Institute opportunity and subject to the referral structures as are Novus Global or Institute's then-current normal business practices, including, without limitation, this agreement.

ENTIRE AGREEMENT. This agreement is the entire agreement of the parties hereto relating to the subject matter hereof and supersedes any other agreement, whether oral or written, between such parties. No modification of this agreement shall be deemed effective unless in writing and signed by both of the parties hereto.

PARTICIPANT RESPONSBILITY. The Participant acknowledges and agrees that they are solely responsible for setting up all necessary business accounts, tax accounts, and any other accounts or registrations required for the operation of their business. This includes, but is not limited to, securing appropriate business licenses, obtaining tax identification numbers, and registering with relevant government agencies. The Participant further agrees to comply with all applicable laws, regulations, and requirements related to the establishment and maintenance of such accounts. Failure to fulfill these responsibilities may result in penalties, fines, or legal consequences for which the Participant shall be solely liable. Participant responsibilities include, but not limted to:

I. **Setup and Maintenance of Bookkeeping Systems.** It is the responsibility of the Participant to set up and maintain all necessary bookkeeping systems to ensure accurate and efficient financial management. This includes, but is not limited to, implementing accounting software, organizing financial records, and ensuring compliance with relevant accounting standards and regulations.
II. **Invoicing.** The Participant is responsible for generating and sending invoices to clients in a timely and accurate manner. The Participant shall ensure that all invoices are compliant with applicable laws and contain all necessary information, including but not limited to, the description of services provided, amounts due, and payment terms.
III. **Payment Collection.** The Participant shall be responsible for the collection of payments from clients. This includes monitoring accounts receivable, following up on overdue payments, and ensuring that all collected funds are accurately recorded.
IV. **Record Keeping.** It is the responsibility of the Participant to maintain accurate and up-to-date records of all financial transactions, including invoices sent, payments received, and any communications related to financial matters with clients. These records must be stored securely and made available for review upon request by the relevant parties if requested.
V. **Compliance.** It is the responsibility of the Participant to ensure that all bookkeeping activities comply with applicable laws, regulations, and organizational policies.
VI. **Liability.** The Participant shall be liable for any errors or omissions in the bookkeeping process, including any financial losses resulting from failure to accurately invoice or collect payments from clients.

WAIVER OF BREACH. The waiver by either party of a breach of any provision of this agreement by the other shall not operate or be construed as a waiver of any subsequent breach.

SEVERABILITY. If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court or arbitration finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

TERM/TERMINATION. This agreement may be terminated by either party upon a 30-day written notice to the other party. No refund will be given for any reason except at The Institute's discretion. Termination by the Particiapnt will result in an invoice to be paid by the Partcipant for 25% of the remaining balance in addition to any invoices that were due prior to the 30-day notice.

BREACH. Neither party to this agreement shall be deemed to be in breach of any of its obligations hereunder, unless and until the other party shall have given such party-specific written notice of the nature of such breach, and the other party shall have failed to cure such breach within thirty (30) days after receipt of such written notice.

CHOICE OF LAW/ARBITRATION. This agreement shall be reasonably interpreted and without regard for the identity of the drafter, deemed to have been entered into in the State of California, and shall be governed by the laws of the State of California applicable to agreements made and to be wholly performed therein. In the event of a dispute between the parties hereto, such dispute shall be exclusively resolved via confidential binding arbitration. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures or Streamlined Arbitration Rules and Procedures, as applicable, in the city of Los Angeles, California.

ADDITIONAL TERMS AND CONDITIONS. The Institute agrees to use reasonable efforts to support and guide you through the Services, in return we require you to meet the following conditions:

- I understand that I am responsible for any additional costs relating to the services such as travel, accommodations, and meals.
- I agree to commit the required time and effort required to complete the above services and meet the responsibilities outlined by The Institute.
- I agree to make all payments on time
- I understand that it is my responsibility to research and set up all necessary business accounts and licences as required by the state in which I reside.
- Should I not complete the above Services or be able to meet any of the above conditions, I will inform The Institute in writing immediately and understand that I may be required to pay 25% of any remaining balance and that I will not receive any refund for payments already made.

Each party hereto acknowledges that it has read, understands, and agrees with the content of each individual page of this agreement. Each party hereto acknowledges that it has had ample time to have an attorney review this agreement prior to its execution. This agreement may be executed in counterparts and via facsimile or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

AGREED AND ACCEPTED:

Meta Performance Institute “Participant”	Meta Performance™ Institute
_____	_____
[Client.FirstName]	Meta Performance™ Institute and its affliates
Dated:	Dated:

FILM / VIDEO CONSENT AND RELEASE FORM

[Client.FirstName] [Client.LastName] (“Participant”) hereby grants permission to Novus Global and The Meta Performance™ Institute (The Institute), and its affiliates the rights of my image, in video or still, and of the likeness and sound of my voice as recorded on audio or video tape and/or any interview statements from me without expectation of compensation or other remuneration, now or in the future. I also understand that this material may be used in diverse educational, training, and promotional settings within an unrestricted geographic area.

I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public training or educational setting.

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

This release applies to photographic, audio or video recordings collected as part of The Meta Performance Institute training/intensive sessions and activities only.

By signing this release, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for diverse purposes.

AGREED AND ACCEPTED:

Meta Performance Institute “Participant”

By: _____

Dated:

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (this "Agreement") is dated [Document.CreatedDate] (the "Effective Date"), by and between The Institute for Meta Performance, LLC and Affiliates ("Company") and [Client.FirstName] [Client.LastName] ("Participant"), Participant and Company are each individually referred to herein as "Party" or collectively referred to herein as "Parties".

1. Background. Participant and Company desire to engage in discussions and the exchange of information for purposes of evaluating and/or conducting a business relationship with each other (the "Purpose"). In the course of such Purpose, it is anticipated that either Party (as the "Disclosing Party") may disclose or deliver to the other Party (as the "Receiving Party") certain confidential or proprietary information for the purpose contemplated within the Purpose of this Agreement. The Parties have entered into this Agreement in order to ensure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement.

2. Confidential Information. As used in this Agreement, the term "Confidential Information" shall mean all confidential, proprietary or non-public information about or shared by the Disclosing Party, including, but not limited to business, business plans, customers, strategies, trade secrets, operations, records, finances, assets, technology, data, training materials, information that reveals the processes, concepts, methodologies, formats, technology or know how by which the Disclosing Party's existing or future products, services, applications and methods of operation are developed, conducted or operated, whether in oral, visual, written, graphic or electronic form, and all information concerning a third party on which the Disclosing Party is conducting due diligence, whether or not marked as "Confidential", "Proprietary", or "Restricted" or some other similar marking. Confidential Information shall also include information disclosed by Disclosing Party if it would be apparent to a reasonable person, familiar with the Disclosing Party's business and the industry in which it operates, that such information is of a confidential or proprietary nature, the maintenance of which is important to the Disclosing Party.

3. Disclosure of Confidential Information. The Receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its Representatives (as defined below) to disclose) any Confidential Information to any party other than to its partners, limited partners, officers, directors, employees, debt financing sources, advisors (including, without limitation, attorneys, accounts, and financial advisors), contractors and agents (collectively, "Representatives") who have a need to know the Confidential Information in connection with their participation in the Purpose, and who are bound by a written agreement or an obligation of confidentiality on terms as strict or greater as those set forth under this Agreement, to protect the confidentiality of such Confidential Information. The Receiving Party and its Representatives shall use such Confidential Information only for the Purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of Disclosing Party. Without limitation of the foregoing, the Receiving Party shall not cause or permit reverse engineering of any Confidential Information or recompilation or disassembly thereof which are part of the Confidential Information received by it under this Agreement. The Receiving Party shall adopt and maintain programs and procedures which are reasonably calculated to protect the confidentiality of Confidential Information and shall be responsible to the Disclosing Party for any unauthorized disclosure or use of Confidential Information that results from a failure to comply with this provision. The Receiving Party shall be fully responsible for any breach of this Agreement by its Representatives. The Receiving Party will promptly report to the Disclosing Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the Disclosing Party to prevent, control or remedy any such violation.

4. Limitation on Obligations. The obligations of the Receiving Party specified in Section 3 above shall not apply, and the Receiving Party shall have no further obligations, with respect to any Confidential Information that: (i) is generally known to the public at the time of disclosure or becomes generally known through no breach of this Agreement by the Receiving Party; (ii) is in the Receiving Party's possession at the time of disclosure otherwise than as a result of Receiving Party's breach of any legal obligation; (iii) becomes known to Receiving Party through disclosure by sources other than Disclosing Party having the legal right to disclose such Confidential Information; or (iv) is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information. In the event of a disputed disclosure or use, the Receiving Party shall bear the burden of proof of demonstrating that the information falls under one of the above exceptions.

If Confidential Information is required to be disclosed by the Receiving Party to comply with applicable laws or governmental or regulatory regulations or subpoena or other order of a court or administrative agency, the Receiving Party may disclose such Confidential Information, provided that the Receiving Party provides prior notice of such disclosure to the Disclosing Party and reasonably cooperates with the Disclosing Party, at the Disclosing Party's sole cost and expense, in the Disclosing Party's efforts to obtain a protective order or otherwise avoid and/or minimize the extent of such disclosure. In the event a protective order or similar remedy is not obtained, the Receiving Party will disclose only that portion of the Confidential Information that is required to be disclosed in the opinion of its counsel and shall hold such Confidential Information pursuant to the terms of this Agreement for all other purposes.

5. Ownership of Confidential Information. The Receiving Party agrees that the Disclosing Party is and shall remain the exclusive owner of its Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Receiving Party is granted or implied under this Agreement. The Disclosing Party represents and warrants that it has the right and authority to disclose its Confidential Information and any other information of third parties to the Receiving Party under this Agreement.

6. Return of Documents. Each Party may retain (i) copies of any Confidential Information in its possession for legal archival purposes (including in order to comply with applicable law, regulatory authority or bona fide document retention policies or so that any continuing obligations under this Agreement may be determined), and (ii) electronic copies of the Confidential Information made in the ordinary course of business pursuant to automatic backup procedures to the extent the destruction of such copies is not practicable, provided that the confidentiality and non-use obligations of this Agreement shall continue to apply to any retained Confidential Information for the period set forth in Section 7(e). Subject to the foregoing exception, the Receiving Party shall, at the request of the Disclosing Party, destroy or return to the Disclosing Party, all Confidential Information received by or otherwise accessible by the Receiving Party pursuant to this Agreement (and all copies and reproductions thereof).

7. Miscellaneous.

a. This Agreement supersedes all prior agreements, written or oral, between the Parties relating to the subject matter of this Agreement. This Agreement may not be modified, amended or discharged, in whole or in part, except by an agreement in writing signed by Company and Participant.

b. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted assigns.

c. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, United States, without regard to its conflicts of law principles. The Parties further specifically agree that any action or proceeding arising out of or in connection with this Agreement will be commenced in the federal or state courts located in the State of Delaware, United States, which shall have exclusive jurisdiction thereof. Each Party hereto irrevocably consents to the personal jurisdiction of such courts in the State of Delaware.

d. The provisions of this Agreement are necessary for the protection of the business and goodwill of each Party and are considered by each Party to be reasonable for such purpose. Each party agrees that any breach of this Agreement may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief, without the need to post a bond.

e. This Agreement and the Parties' confidentiality and non-disclosure obligations shall continue for a period of five (5) years from the Effective Date.

f. Signatures sent by fax machine or electronic means shall be deemed original signatures of the Parties, and this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

g. The undersigned representative of each Party represents and warrants that he/she has the authority to sign this Agreement on behalf of such Party and such Party's affiliates. Each Party represents and warrants to the other that this Agreement has been authorized and is a valid and legal agreement binding on such party and its affiliates and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have entered into this Mutual Confidential Disclosure Agreement as of the Effective Date.

The Institute for Meta Performance "Participant"

By: _____

Dated:

The Institute for Meta Performance, LLC and Affiliates

By: _____

Dated:

Novus Global Franchising, LLC

EXHIBIT L

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	September 25, 2025
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	January 17, 2025
Minnesota	September 15, 2025
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, Dan Leffelaar, and Brad Astin 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 16, 2025 that included the following Exhibits:

A. State Administrators / Agents for Service of Process	G. State-Specific Addendum
B. Franchise Agreement	H. Confidentiality and Non-Compete Agreement
C. Financial Statements	I. Conversion Coach Addendum
D. Brand Standards Manual Table of Contents	J. List of Franchisees
E. Form of General Release	K. The Institute Financing Agreement
F. Compliance Questionnaire	L. 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

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