FRANCHISE DISCLOSURE DOCUMENT

NOVUS GLOBAL

Novus Global Franchising, LLC, a Delaware limited liability company
251 South Lake Avenue, Suite 800, Pasadena, CA 91101
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 $31,450 - $68,200. This includes between $20,000 - $28,000 per person for initial training that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Tricia Harding, at Novus Global Franchising, LLC, 251 South Lake Avenue, Suite 800, Pasadena, CA 91101, 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: May 6, 2026

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

3. **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.

TABLE OF CONTENTS

Item **Page**

Item 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES....1
Item 2 BUSINESS EXPERIENCE....3
Item 3 LITIGATION....4
Item 4 BANKRUPTCY....5
Item 5 INITIAL FEES....5
Item 6 OTHER FEES....7
Item 7 ESTIMATED INITIAL INVESTMENT....12
Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES....14
Item 9 FRANCHISEE'S OBLIGATIONS....17
Item 10 FINANCING....18
Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING....18
Item 12 TERRITORY....27
Item 13 TRADEMARKS....29
Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION....30
Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS....32
Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL....32
Item 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 32
Item 18 PUBLIC FIGURES....38
Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS....38
Item 20 OUTLETS AND FRANCHISEE INFORMATION....43
Item 21 FINANCIAL STATEMENTS....49
Item 22 CONTRACTS....49
Item 23 RECEIPTS....50

Exhibits

A. State Administrators / Agents for Service of Process
B. Franchise Agreement
C. Financial Statements
D. Brand Standards Manual Table of Contents
E. Form of General Release
F. Compliance Questionnaire
G. State-Specific Addendum
H. Confidentiality and Non-Compete Agreement
I. List of Franchisees
J. State Effective Dates and Franchise Disclosure Document Receipts
K. Catalyst Services Agreement

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 251 South Lake Avenue, Suite 800, Pasadena, CA 91101 .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. We have never operated a business of the type to be operated by franchisees. Coaching services of the type franchisees will offer have been conducted only by our affiliate, Novus Global, LLC, which has operated this business since February 2020.

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 1 John Street, Unit 3B, Brooklyn, NY 11201. 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 251 South Lake Avenue, Suite 800, Pasadena, CA 91101. 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 251 South Lake Avenue, Suite 800, Pasadena, CA 91101. 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 1 John Street, Unit 3B, Brooklyn, NY 11201. 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 251 South Lake Avenue, Suite 800, Pasadena, CA 91101. 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 251 South Lake Avenue, Suite 800, Pasadena,

CA 91101. 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 emerging and highly 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 in July 2022. He is the founder and previously served as CEO of our affiliate, Novus Global Corporation in Marina Del Rey, California from the time of its formation in April 2015. From January 2021 to May 2022, Mr. Jaggard was the Chief Executive Officer of Novus Global Corporation which he continues to own and operate.

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.

Andrea Hyre – Director of Talent and Recruitment

Andrea Hyre has served as our Director of Talent and Recruitment since January 2026. From August 2020 to November 2024, Ms. Hyre served as Chief Executive Officer at Paradigm Shift, where she was responsible for executing the company's vision through streamlining strategic initiatives, overseeing program management, communicating objectives between departments, and advising the executive team. From December 2024 to the present, Ms. Hyre has been the Founder and CEO of Hyre Impact Consulting. Ms. Hyre joined Novus Global as a Coach in July 2025.

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 in July 2022. He also served as CPO of our affiliate, Novus

Global Corporation in Marina Del Rey, California, beginning in October 2021 to July 2022. From January 2019 to October 2021, Mr. Miller was the VP of Coaching for Slingshot Group in Irvine, California.

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 Pasadena, 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 Innovation and Learning Design 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 Pasadena, 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 – Chief Operations Officer

Doug Melder is our Chief Operations Officer and has held this position since April 10, 2025. Mr. Melder is also the founder of Melder Coaching & Consulting in Bow, New Hampshire, a position he has held since August 2022. Previously, he served as Director of Franchise Success at Novus Global from February 4, 2025 to April 10, 2025. He also served as Chief Operating Officer of Own The Room in Montclair, New Jersey 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 the VP of Operations for our affiliate, the Institute for Meta Performance in Pasadena, California, and has held this position since January 1, 2025. Between June 2022 and April 2025, Ms. Proctor was also 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 Pasadena, California. 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

Initial Franchise Fee

You must pay us an initial franchise fee of $5,000 in a lump sum 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 between $20,000 - $28,000 per person ("Initial Training Program"). 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,

You must pay this fee to us thirty (30) days prior to beginning the initial training and we will forward payment to Institute. 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 Foundations Program. The fee for this management training is currently $10,000 per person. This fee is not refundable.

In 2024, we charged initial franchise fees between $0 and $3,500. In certain circumstances, we waived the application 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.

Coach Catalyst Program

Prior to beginning Foundations Training, your Designated Executive Coach must complete Coach Catalyst, a twelve (12)-week introductory coaching program offered by the Institute. The fee for Coach Catalyst is between $5,000 and $8,000 per person. **The Coach Catalyst fee is non-refundable under any circumstances**, including upon cancellation of the Franchise Agreement during the Catalyst period.

If you completed Coach Catalyst as a regular Institute participant prior to signing this Franchise Agreement, the Catalyst tuition you paid as a regular participant satisfies the Catalyst prerequisite. The $5,000 to $8,000 Catalyst fee is not payable again under this Agreement.

Catalyst Services Agreement (Pathway A Only). If you are a Pathway A franchisee, you may elect to sign clients and deliver coaching services during Coach Catalyst under the Institute's invoicing and collection arrangement, provided that: (i) you have signed this Franchise Agreement; and (ii) you have provided proof of professional liability insurance meeting the requirements of Section 14.3 of the Franchise Agreement. If you meet these prerequisites, you may sign the Catalyst Services Agreement with the

Institute, under which all client payments will be processed through the Novus Global Payment Clearinghouse. The Payment Clearinghouse will deduct the Institute Services Fee and remit it to the Institute, then distribute the remainder to you. The Institute will provide technology access and operational support during the Catalyst period. See Item 6 for the fees associated with the Catalyst Services Agreement. If you do not meet these prerequisites, or elect not to sign the Catalyst Services Agreement, you may not sign clients or deliver coaching services during Coach Catalyst.

Commencement of Franchise Operations. Under both Pathway A and Pathway B, your Commencement Date — the date you begin operating as a Novus Global franchisee — is the date your Designated Executive Coach completes the Business Operations Module and Foundations Intensive 1 of Foundations Training. You must reach this milestone within three (3) months of beginning Foundations Training.

For Pathway A franchisees operating under the Catalyst Services Agreement, all existing Institute client contracts automatically convert to your franchise entity on the Commencement Date. No new client signature is required; client consent to conversion is obtained at the time of original client signing. The Institute's billing arrangement ceases on the Commencement Date, and franchise fees begin.

Non-Compete During Coach Catalyst. If you are a Pathway A franchisee, the in-term non-competition covenant in Article 16 of the Franchise Agreement applies throughout the Catalyst period, from the Effective Date of the Franchise Agreement. If you are a Pathway B franchisee, no non-competition covenant applies during your pre-franchise Catalyst participation.

Pathway A — Cancellation During Coach Catalyst. Either you or we may cancel the Franchise Agreement for any reason during the twelve (12)-week Coach Catalyst period by providing written notice. Upon timely cancellation:

- We will provide a full Initial Franchise Fee Refund within thirty (30) days;
- Any Foundations Training fee paid in advance of Foundations beginning will be refunded within thirty (30) days unless there is a prior balance or late client invoices, under which circumstances the franchise fee refund will be held until all fees owed to Novus Global are paid in full;
- The Coach Catalyst fee is non-refundable;
- The post-term non-competition covenants in Article 16 are waived in their entirety;
- No Liquidated Damages will be assessed;
- Any clients signed under the Catalyst Services Agreement remain with the Institute through the end of their contract term and will not be renewed.

Cancellation or Termination During Foundations Training (Both Pathways). Either party may voluntarily cancel, or we may terminate for non-performance, during Foundations Training. In either case:

- No Initial Franchise Fee Refund will be provided, and no fees of any kind will be refunded;
- The non-competition covenants in Article 16 remain in full force and effect;
- No Liquidated Damages will be assessed;
- All fees accrued through the date of cancellation or termination, including any outstanding fees for the Foundations Program, remain due and owing.

ITEM 6

OTHER FEES[1]

Type of Fee	Amount	Due Date	Remarks
Fees You Will Pay Us Every Month			
Royalty Fee	**During Coach Catalyst period:** No royalty obligation applies. Revenue collected by the Institute under the Catalyst Services Agreement is not subject to franchise Royalty Fees. **Beginning on the Commencement Date** (completion of Business Operations Module and Foundations Intensive 1): Before Graduating from Foundations Training: Base Royalty: $0. (i) 32.5% of Gross Revenue if the franchisee's total Gross Revenue for the applicable calendar month is $4,000 or less; and (ii) 25% of Gross Revenue of the franchisee's total Gross Revenue for the applicable calendar month that exceeds $4,000. First 6 Months After Completing Training: Base Royalty: $1,200/month. Plus, 25% of Total Gross Revenue that exceeds $4,000 in the applicable calendar month. Starting Month 7 After Completing Training: Base Royalty: $1,500/month. Plus, 25% of Total Gross Revenue that exceeds $4,000 for the applicable calendar month. If Gross Revenue exceeds $200,000 in a calendar year, the 25% rate on revenue over $4,000/month drops to 21% for the remainder of that calendar year.	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).

Type of Fee	Amount	Due Date	Remarks
Advertising Fund Contribution	2% of your Gross Revenue beginning the first 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	$400 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.
Conference Fee	Amount we designate, currently $250 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.
Enterprise Fee	A flat rate of 16.5% of Gross Revenue.	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 enterprise fee is the portion of the contract that supports the firm's infrastructure, including client services and operations. It is embedded into the overall pricing model to enable a scalable, team-based coaching experience rather than a standalone coaching engagement.
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	Prior to the training.	In the event your Human Development Franchise is not being operated as required by the Brand

Type of Fee	Amount	Due Date	Remarks
	Manual, currently between $2,700 and $10,800. You must pay all travel, meal, lodging, salary, and living expenses to attend the training. Also, you must pay all travel, lodging, meals, and other expenses we incur. (Note 4)		Standards Manual, we have the right to require your Designated Executive Coach and/or Operations Owner, as determined in our discretion, to attend training courses conducted by Institute, which will occur (at our option) in Los Angeles, California, virtually or other designated location. You may also request additional training courses conducted by Institute, which will occur (at our option) in Los Angeles, California, or other designated location.
Transfer Fee	$10,000	No fewer than ten (10) business days before you complete your transfer.	Applicable only if you choose to transfer your Franchise Agreement. Our consent is required for any transfer.
Successor Franchise Fee	$2,000	Upon signing your successor franchise agreement.	Payable if you wish to obtain the right to continue operating as our franchisee after the end of your initial franchise term.
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.
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.

Type of Fee	Amount	Due Date	Remarks
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.
Institute Catalyst Services Fee	$250 per month flat fee, plus 25% of revenue collected by the Institute on your behalf.	Monthly, deducted by the Institute from collected client revenue.	Payable to the Institute for Meta Performance under the Catalyst Services Agreement. Applies only to Pathway A franchisees who have signed the Franchise Agreement and provided proof of insurance. Includes access to Zoom, HubSpot, Asana, and Google Suite within Novus Global's domain. Ceases on the Commencement Date (completion of Business Operations Module and Foundations Intensive 1). The $250/month includes approximately $100 in technology platform value.
Liquidated Damages	The combined monthly average of your Royalty Fees (without regard to any fee waivers or other reductions) beginning with the	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

Type of Fee	Amount	Due Date	Remarks
	date on which you open your Human Development Franchise through the date of early termination, multiplied by the lesser of: (i) 24 months, or (ii) the number of full months remaining in the Term.		breach, or you terminate the Franchise Agreement without legal cause.

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

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

(i) the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from Clients, provided that the amount of any such tax is shown separately and, in fact, paid by you to the appropriate governmental authority; or
(ii) cash refunds to Clients and valid coupons given by your Human Development Franchise and used by Clients, provided the full price of any product or service was first included in your Gross Revenue.

3. We (or our 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 20% 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
Initial Franchise Fee	$5,000	Lump Sum	Upon Signing the Franchise Agreement	Us
Initial Training for Designated Executive Coach	$20,000 to $28,000	Lump Sum	Due thirty (30) days prior to attending Foundations Training, unless otherwise agreed to in writing.	Us to forward to The Institute, or, at our option, The Institute.
Coach Catalyst Enrollment	$5,000 to $8,000	Lump Sum	Prior to beginning Coach Catalyst	Us / The Institute
Marketing	$0 to $2,500	As Incurred	As Agreed	Suppliers
Furnishings (Note 1)	$0 to $2,000	As Incurred	As Agreed	Approved Suppliers
Equipment (Notes 2 and 3)	$0 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)	$500 to $3,000	As Incurred	As Agreed	Insurance Carrier
Professional Fees	$250 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)	$0 to $5,000	As Agreed	As Incurred	Employees, Marketing Companies, Other Approved Suppliers
TOTAL ESTIMATED INITIAL INVESTMENT (NOTE 6)	$31,450 - $68,200			

Note: The Institute Catalyst Services Fee ($250/month plus 25% of revenue) is an ongoing fee disclosed in Item 6 and is not included in the estimated initial investment above.

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

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. Estimates. This Estimated Initial Investment includes our estimates of your initial startup expenses. 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.

Under Pathway A, the estimated interval between signing the Franchise Agreement and the Commencement Date is approximately four (4) to five (5) months (twelve (12) weeks of Coach Catalyst plus the time to complete the Business Operations Module and Foundations Intensive 1). Under Pathway B, the estimated interval between signing the Franchise Agreement and the Commencement Date is the time required to complete those two milestones in the next available Foundations cohort. Pathway A franchisees operating under the Catalyst Services Agreement may begin signing clients during Coach Catalyst; all other franchisees may begin signing clients on the Commencement Date.

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

Catalyst Services (Pathway A Only)

If you are a Pathway A franchisee and elect to sign clients during Coach Catalyst, the Institute for Meta Performance is the only approved provider of invoicing and collection services during the Catalyst period. You may not use any other billing, invoicing, or collection mechanism for coaching clients signed during Coach Catalyst. The Institute's services during this period include client invoicing, payment collection, and distribution of collected funds to you (net of the Institute Catalyst Services Fee), as well as access to Zoom, HubSpot, Asana, and Google Suite within Novus Global's domain. These services are governed by the Catalyst Services Agreement between you and the Institute.

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 have 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 (built in or external), microphone (built in or external), dedicated phone number, wireless router (including Internet capable of a functioning Zoom with a professional background conducive to coaching on Zoom), 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, used for Franchise work and execution (e.g. transporting a client); (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 2025, our affiliate The Institute for Meta Performance received $1,203,832, or 46.3% of its total revenues of $2,602,470, 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
d	Initial & Ongoing Training	Sections 10.1 – 10.5 of the Franchise Agreement	Items 6, 7, and 11
e	Opening	Section 3.4 of the Franchise Agreement	Item 11
f	Fees	Article 6, Section 18.7 of the Franchise Agreement	Items 5, 6, and 7
g	Compliance With Standards And Policies/Operating Operations Manual	Articles 7, 8, and 9 of the Franchise Agreement	Items 8 and 11
h	Trademarks & Proprietary Information	Articles 7 & 9 of the Franchise Agreement	Items 11, 13, 14, and 16
i	Restrictions On Products/Services Offered	Sections 9.2, 9.3, 9.4, 9.5, 9.7, & 9.10 of the Franchise Agreement	Items 8, 11, 12, and 16
j	Warranty & Client Service Requirements	Section 9.8 of the Franchise Agreement	Item 11
k	Territorial Development & Sales Quotas	Sections 2.1 and 9.10 of the Franchise Agreement	Item 12.
I	Ongoing Product/Service Purchases	Sections 9,2 9.3, 9.4, 9.5, 9.7, & 9.10 of the Franchise Agreement	Items 6 and 8
m	Maintenance, Appearance And Remodeling Requirements	Sections 9.6 & 9.7 of the Franchise Agreement	Items 8, 11, 16, and 17
n	Insurance	Section 14.3 of the Franchise Agreement	Items 7 and 8
o	Advertising	Article 8 of the Franchise Agreement	Items 6, 7, 8, and 11
p	Indemnification	Section 14.1 of the Franchise Agreement	Item 6
q	Owner's Participation, Management, Staffing	Section 9.1 of the Franchise Agreement	Items 11 and 15

	Obligation	Section In Agreement	Item In FDD
r	Records and Reports	Sections 6.8, 6.9, Article 11, and Article 12 of the Franchise Agreement	Item 11
s	Inspections And Audits	Article 12 of the Franchise Agreement	Items 6 and 11
t	Transfer	Article 15 of the Franchise Agreement	Item 17
u	Renewal	Section 5.2 of the Franchise Agreement	Item 17
v	Post-Termination Obligations	Articles 16 & 18 of the Franchise Agreement	Item 17
w	Non-Competition Covenants	Article 16 of the Franchise Agreement	Items 15 and 17; Exhibit H
x	Dispute Resolution	Article 19 of the Franchise Agreement	Item 17
y	Liquidated Damages	Section 18.7 of the Franchise Agreement	Item 6

ITEM 10

FINANCING

We do not offer financing to you, either directly or indirectly. We do not guarantee your note, lease or other obligation.

ITEM 11

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

Novus Global Franchising, LLC provides support and resources to help you succeed. 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 between seven (7) days (typical) and ninety (90) days (atypical) 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. 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 provide you with comprehensive support infrastructure designed to help facilitate invoicing, payments, development, and participation in the Novus Global marketplace :

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, giving you a professional digital presence. 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, $250 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 do not require you to spend on local advertising efforts.

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 2% percent 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 $100,400.69 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
Coach Sidekick
Kollaborate
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 $400 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 D to this Franchise Disclosure Document. (Franchise Agreement, Article 9).

Initial Training Program

Your Designated Executive Coach must complete two sequential programs: (1) Coach Catalyst; and (2) Foundations Training. Together these constitute the Initial Training Program.

1. Coach Catalyst (12 Weeks). Coach Catalyst is a twelve (12)-week introductory coaching program offered by the Institute that introduces your Designated Executive Coach to the foundational principles of the Novus Global coaching model. The fee for Coach Catalyst is between $5,000 and $8,000 per person and is non-refundable. Coach Catalyst includes both in-person and virtual elements and is offered on a rolling basis at locations designated by us or the Institute. Coach Catalyst may be completed under either of the following pathways:

Pathway A (Sign First): You sign the Franchise Agreement, then your Designated Executive Coach enrolls in Coach Catalyst. The in-term non-competition covenants in Article 16 of the Franchise Agreement apply from the Effective Date, including throughout the Catalyst period. If you have also signed the Catalyst Services Agreement with the Institute (which requires proof of insurance), you may begin signing clients and delivering coaching services during Catalyst under the Institute's billing arrangement, as described in Items 5, 6, and 8. During the Catalyst Cancellation Window, either party may cancel the Franchise Agreement for any reason, with the consequences described in Item 5. Upon cancellation, the Payment Clearinghouse immediately ceases processing new client payments on the franchisee's behalf. Any prepaid amounts for undelivered sessions are refunded to clients within fifteen (15) business days, unless the franchisee notifies the Payment Clearinghouse within five (5) business days of cancellation that they intend

to fulfill those sessions independently, in which case the prepaid amounts are distributed to the franchisee and the franchisee assumes sole responsibility for client delivery and billing going forward.

Pathway B (Catalyst First): Your Designated Executive Coach completes Coach Catalyst as a regular Institute participant prior to signing a Franchise Agreement. No non-competition covenant and no Catalyst Services Agreement apply during this pre-franchise period. If you completed Catalyst as a regular participant, the Catalyst tuition you paid satisfies the prerequisite and is not payable again. Upon signing the Franchise Agreement, you proceed directly into Foundations Training.

Mid-Catalyst Signing (Pathway B Variant): If you sign the Franchise Agreement while you are partway through Catalyst as a regular participant, you may sign the Catalyst Services Agreement at that point (subject to providing proof of insurance) and begin signing clients, with all payments processed through the Payment Clearinghouse, for the remainder of your Catalyst period.

Successful completion of Coach Catalyst is a prerequisite to enrollment in Foundations Training under both pathways. We will confirm completion in writing before permitting enrollment in Foundations. The Coach Catalyst schedule (classroom/live and self-study hours by module) is maintained by the Institute and set out in the Brand Standards Manual.

2. Foundations Training (Up to 6 Months). Your Designated Executive Coach must attend the Foundations Training program. The Institute conducts this training, which lasts approximately four to 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 Atlanta, GA or another location designated by us or the Institute (which may be virtual). You will pay a total training fee of between $20,000 - $28,000 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.

Commencement Date. Your Commencement Date — the date you begin operating as a Novus Global franchisee — is the date your Designated Executive Coach completes the Business Operations Module and Foundations Intensive 1. You must reach the Commencement Date within three (3) months of beginning Foundations Training. For Pathway A franchisees, all Institute client contracts existing as of the Commencement Date automatically convert to your franchise entity on that date, without requiring new client signatures. During Foundations Training, either party may voluntarily cancel the Franchise Agreement for any reason, or we may terminate for non-performance, with the consequences described in Item 5.

Your Operations Owner, if applicable, must attend training modules offered by Institute in business operations and GOLIVE Culture, which are part of the Foundations. The fee for this management training is $10,000 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 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.

Completion Requirements: Your Designated Executive Coach must complete the Foundations Training 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 fails the final assessment of Foundations Training, he or she may retake the assessment once at no additional charge. If your Designated Executive

Coach fails the final assessment a second time, you may either: (i) engage a Novus Global Coach for a period of ninety (90) days to provide coaching and instruction on coaching techniques, at your expense; or (ii) retake Foundations Training at a discounted rate as published in the Brand Standards Manual. Failure to complete Foundations Training to our reasonable satisfaction will result in termination of the Franchise Agreement. 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 provide access to general onboarding and training resources for your employees or 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.

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
Initial Training Program

Subject	Hours of Classroom Training	Hours of Self-Study	Location
Program 1: Coach Catalyst – 12-Week Prerequisite (Pathway A or Pathway B) †			
Coach Catalyst (Weeks 1–12)	**0**	**24**	**Virtual**
Skills Lab 1 (required)	**16**	**0**	**Atlanta, Georgia, or other location as we may determine**
Skills Lab 2 (optional)	**16**	**0**	**Atlanta, Georgia, or other location as we may determine**
Coach Catalyst Subtotal	**32**	**24**	
Program 2: Foundations Training			
Business Operations Module ‡	**0**	**2**	**Asynchronous through Software (Rippling)**
The Coaching Paradigm – Foundations Intensive 1 ‡ (on-site 2-Day Intensive)	**18**	**10**	**Atlanta, Georgia, or other location as we may determine**
Meta Performance® Coaching – Foundations Intensive 2 (on-site 2-Day Intensive)	**18**	**100**	**Atlanta, Georgia, or other location as we may determine**
Subject-Specific Webinars	**24–42**	**0**	**Virtual**
Foundations Subtotal	**60–78**	**110**	
Initial Training Program Total	**93-110**	**134**	

† The detailed Coach Catalyst schedule (classroom/live and self-study hours by module) is maintained by the Institute and set out in the Brand Standards Manual; the confirmed hours will be inserted in this table prior to filing.

‡ Completion of the Business Operations Module and Foundations Intensive 1 constitutes your Commencement Date (see Item 5 and Franchise Agreement Section 3.4).

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 Atlanta, Georgia, 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

Your Human Development Franchise is not confined to a specific territory. Because your franchise is not tied to a particular location, there are no location-approval or relocation requirements

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.

Customer Acquisition

While you are not limited to a specific territory, you have the opportunity to build and maintain your customer base. While we do not promise or guarantee a specific number of customers, or that the customers you acquire will be exclusive to your franchise, your success is driven by your own initiative. 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 month thirteen (13) following your Commencement Date, you fail to maintain a rolling three-month average Gross Revenue of $6,000 per month. This means that at any given point, the average monthly Gross Revenue for the preceding three months must meet or exceed the $6,000 threshold. Revenue generated under the Catalyst Services Agreement prior to the Commencement Date is not counted toward this requirement. We reserve the right to increase this requirement by 20% 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 97264163 February 11, 2022	7370339 April 30, 2024 7370338 April 30, 2024	009 041
Meta Performance (Word Mark)	88771316 January 22, 2020 97310674 March 14, 2022 97310718 March 14, 2022 97310694 March 14, 2022	6687418 March 29, 2022 7090384 June 27, 2023 7012277 March 28, 2023 7589335 December 3, 2024	041 009 045 016
Break Your Brain (Word Mark)	97264413 February 11, 2022 97264279 February 11, 2022	7697945 February 18, 2025 7005327 March 21, 2023	016 041
Intuitive Fence (Word Mark)	97264400 February 11, 2022	7739560 March 25, 2025	16
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.

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	Your initial franchise term is 6 years, starting on the date you sign the Agreement and ending 6 years after the date you open your Human Development Franchise for business.
b. Renewal or extension of the term	Section 5.2	You may acquire 2 additional terms of 5 years each, provided you meet the requirements listed in Article 5 of the Franchise Agreement
c. Requirements for franchisee to renew or extend	Section 5.2	To renew, you must: • Provide advance written notice no fewer than 5 months and no more than 9 months before expiration; • Sign our then-current form of Franchise Agreement (which may contain substantially different terms and conditions); • Have each of your owners execute a general release in the then-current form; • Be free of any default of any provision of the Franchise Agreement and have no more than 3 breaches in any 12-month period during the term; • Hold all current licenses, insurance, and permits; • Have fully performed all obligations under the Franchise Agreement, including being current on all monetary obligations to us; • Meet the minimum revenue requirement at the time of 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 **$2,000**. Note: If you seek to acquire a successor franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements.
d. Termination by franchisee	Section 17.6	You may terminate the Franchise Agreement by giving us notice if we fail to perform material obligations. You must give us notice, and 60 days to cure or commence cure. In addition: You may terminate the Franchise Agreement: (i) during Coach Catalyst (Pathway A only), for any reason, with a full Initial Franchise Fee Refund, a Foundations fee refund if paid in advance, and waiver of the post-term non-compete and Liquidated Damages; (ii) during Foundations Training (both pathways), voluntarily for any reason, with no refunds, full non-compete in effect, and Liquidated Damages waived; or (iii) after Foundations Training is completed, only if we fail to perform a material obligation and do not cure within sixty (60) days of written notice.
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;

Provision	Section in Franchise Agreement	Summary
		(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 $6,000 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. (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;

Provision	Section in Franchise Agreement	Summary
		(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. Voluntary cancellations during the Catalyst Cancellation Window or the Foundations Cancellation Window are not defaults or cause-based terminations. A franchisor-initiated termination during Foundations for non-performance does not trigger Liquidated Damages.

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. Upon Catalyst cancellation: the post-term non-compete is waived; Institute client contracts remain with the Institute through the end of their term; and you must cease use of the Marks and return all materials. Upon Foundations cancellation or non-performance termination: all standard post-termination obligations in Articles 16 and 18 apply in full, including the non-compete, except that Liquidated Damages are waived.
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

Provision	Section in Franchise Agreement	Summary
		(l) You must execute a written agreement not to compete in favor of us and your transferee, with terms the same as those contained in your Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 15.4	You must give us written notice of intent to sell or otherwise transfer the Franchise Agreement at least 60 days before you intend to transfer. We have 30 days from the date that you give us written notice to determine whether we will exercise our right of first refusal. We can match any bona fide written offer for your Human Development Franchise.
o. Franchisor's option to purchase franchisee's business	Section 18.6	At termination or expiration of the Franchise Agreement, we have the option to purchase your assets for liquidation value. The liquidation value will be determined by an independent appraiser we select.
p. Death or disability of franchisee	Sections 15.5, 15.6 and 17.8	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. 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.

Provision	Section in Franchise Agreement	Summary
s. Modification of the agreement	Section 20.3	Changes to the Franchise Agreement must be made in writing and agreed to by both parties.
t. Integration/merger clause	Section 20.13	Only the terms of the Franchise Agreement are binding (subject to state law). Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document. Any representations or promises outside the Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 19	Subject to federal and your state's law, all disputes, except as explicitly listed in the Franchise Agreement, must first be submitted to non-binding mediation in accordance with the commercial mediation rules of the American Arbitration Association ("AAA"). If the mediation is not successful, then the dispute must be submitted to arbitration before the AAA.
v. Choice of forum	Section 19.9	Subject to 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.
x. Liquidated damages	Section 18.7	Liquidated Damages are not assessed upon cancellation during the Catalyst Cancellation Window, voluntary cancellation during Foundations, or franchisor-initiated termination during Foundations for non-performance. Liquidated Damages apply only upon early termination after you have completed Foundations Training.

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 have set forth below certain historic financial performance data for our franchisees. The information presented below has been compiled from reports submitted to us by our franchisees and has not been independently audited or verified by us. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise. Franchisees or former franchisees listed in this disclosure document may be one source of this information.

Note on Catalyst Services Agreement revenue: Revenue collected by the Payment Clearinghouse on behalf of a franchisee or contractor under a Catalyst Services Agreement during the Coach Catalyst period, prior to that franchisee's Commencement Date, is excluded from all franchisee and contractor performance figures presented in this Item 19. The Payment Clearinghouse flags each transaction by type (pre-Commencement Catalyst Services Agreement revenue versus post-Commencement franchise revenue) so that pre-Commencement revenue is segmented and excluded. This treatment applies equally to Canadian contractors.

Gross Contracted Revenue for Calendar Year 2025

TABLE 1: 2025 Gross Contracted Revenue by Franchisee/Contractor

Franchisee	Join Date	2025 Gross Contracted	Full Address	City	State / Province	Country	US Franchise / Canadian-Based Contractor
Franchise 1	8/1/2016	$1,337,886.28	18 Spring Glen View SW, Calgary, AB T3H 6A1, Canada	Calgary	AB	Canada	Canadian-Based Contractor
Franchise 2	1/1/2017	$812,841.85	1124 Green Street, San Francisco, CA 94109	San Francisco	CA	USA	US Franchise
Franchise 3	2/14/2021	$589,619.69	108 Holly Glen Ct., Holly Springs, NC 27540	Holly Springs	NC	USA	US Franchise
Franchise 4	2/15/2024	$483,729.69	702 E Armando Dr, Long Beach, CA 90807	Long Beach	CA	USA	US Franchise
Franchise 5	9/27/2021	$420,349.00	6151 E Huntdale St., Long Beach, CA 90808	Long Beach	CA	USA	US Franchise
Franchise 6	10/1/2022	$407,204.23	3 Everson Drive #268, Toronto, ON M2N 7C2	Toronto	ON	Canada	Canadian-Based Contractor
Franchise 7	2/1/2021	$394,413.24	26 W Stony Bridge Ct., The	The Woodlands	TX	USA	US Franchise

Franchisee	Join Date	2025 Gross Contracted	Full Address	City	State / Province	Country	US Franchise / Canadian-Based Contractor
			Woodlands, TX 77381				
Franchise 8	8/1/2022	$387,871.58	1443 E Washington Blvd #138, Pasadena, CA 91104	Pasadena	CA	USA	US Franchise
Franchise 9	8/1/2022	$309,655.90	20 W 84th St. Apt 3B, New York, NY 10024	New York	NY	USA	US Franchise
Franchise 10	5/25/2021	$306,021.16	7 Frances Drive, Collingwood, ON L9Y 0A8	Collingwood	ON	Canada	Canadian-Based Contractor
Franchise 11	7/1/2017	$301,562.27	2955 Inca St. Unit 2E, Denver, CO 80202	Denver	CO	USA	US Franchise
Franchise 12	9/1/2022	$287,459.28	2312 Rowe Drive, Santa Rosa, CA 95403	Santa Rosa	CA	USA	US Franchise
Franchise 13	4/18/2017	$273,973.48	4728 Black Swan Drive, Shawnee, KS 66216	Shawnee	KS	USA	US Franchise
Franchise 14	8/19/2022	$254,136.70	4618 Cedarwood Road, St. Louis Park, MN 55416	St. Louis Park	MN	USA	US Franchise
Franchise 15	9/1/2016	$233,230.00	3618 Griffin Ave., Los Angeles, CA 90031	Los Angeles	CA	USA	US Franchise
Franchise 16	9/1/2023	$231,931.92	4574 Fuller Rd, Kelowna, BC V1W 1Z7, Canada	Kelowna	BC	Canada	Canadian-Based Contractor

Franchisee	Join Date	2025 Gross Contracted	Full Address	City	State / Province	Country	US Franchise / Canadian-Based Contractor
Franchise 17	11/10/2022	$226,909.76	9901 W Stardust Dr, Boise, ID 83709	Boise	ID	USA	US Franchise
Franchise 18	4/22/2024	$214,540.33	156 Daniel Drive, Van Alstyne, TX 75495	Van Alstyne	TX	USA	US Franchise
Franchise 19	11/10/2022	$213,579.24	902 Boscobel St, Nashville, TN 37206	Nashville	TN	USA	US Franchise
Franchise 20	9/1/2022	$202,966.45	17109 Bluejacket St., Overland Park, KS 66221	Overland Park	KS	USA	US Franchise
Franchise 21	4/24/2024	$197,838.20	6630 Fulton Street, San Francisco, CA 94121	San Francisco	CA	USA	US Franchise
Franchise 22	8/1/2024	$195,902.85	5 Tower Hill Dr., Bow, NH 03304	Bow	NH	USA	US Franchise
Franchise 23	3/15/2023	$189,341.03	2639 Augusta Trace Dr, Columbia, TN 38401	Columbia	TN	USA	US Franchise
Franchise 24	5/1/2020	$178,240.98	1205 Clark St., Fort Collins, CO 80524	Fort Collins	CO	USA	US Franchise
Franchise 25	9/26/2024	$164,579.87	5524 N Bryn Mawr St., Ventura, CA 93003	Ventura	CA	USA	US Franchise
Franchise 26	12/3/2024	$155,357.04	4957 Alcove Ave, Valley Village, CA 91607	Valley Village	CA	USA	US Franchise

Franchisee	Join Date	2025 Gross Contracted	Full Address	City	State / Province	Country	US Franchise / Canadian-Based Contractor
Franchise 27	**7/5/2022**	**$150,002.07**	**1607-33 Elmhurst Avenue, North York, ON M2N 6G8, Canada**	**North York**	**ON**	**Canada**	**Canadian-Based Contractor**

TABLE 2: 2025 Gross Contracted Revenue by Quartile for Full-Time Franchise Owners Who Signed Agreements Before January 1, 2025

Quartile	2025 Revenue	Number of Franchises	Range	
			Low	High
Quartile 1	$635,149.14	7	$394,413.24	$1,337,886.28
Quartile 2	$302,954.34	7	$254,136.70	$387,871.58
Quartile 3	$217,285.13	7	$197,838.20	$233,230.00
Quartile 4	$172,237.31	6	$150,002.07	$195,902.85

Table 2 Notes:

A. Table 2 presents gross contracted revenue for calendar year 2025 for full-time franchise owners and Canadian-based contractors who signed a Franchise Agreement or Independent Contractor Agreement before January 1, 2025. This table excludes franchisees who joined the system during 2025.

B. “Full-time” means franchisees and contractors who operate their Human Development Franchise as their primary business activity.

C. The 27 franchisees and contractors included in Table 2 were divided into four quartiles based on their 2025 Gross Contracted Revenue, ranked from highest to lowest. Quartile 1 represents the top 25% of performers, and Quartile 4 represents the bottom 25% of performers.

D. The “2025 Revenue” column shows the median (middle value) Gross Contracted Revenue for franchisees and contractors in that quartile. The “Range” columns show the lowest and highest Gross Contracted Revenue achieved by any franchisee or contractor within that quartile.

E. Of the 27 franchisees and contractors included in this analysis, 7 (26%) met or exceeded the Quartile 1 median of $635,149.14, and 14 (52%) met or exceeded the Quartile 2 median of $302,954.34.

F. The results in Table 2 include Canadian-based contractors who operate under independent contractor agreements in Canada. See Note 1 above regarding comparability of Canadian contractor results.

Notes:

1. The above table presents gross contracted revenue for calendar year 2025 for all franchisees and Canadian-based contractors that were operating under a Franchise Agreement or Independent Contractor Agreement during calendar year 2025. Canadian-based contractors operate in Canada under independent contractor agreements, not franchise agreements, and are not subject to the FTC Franchise Rule. Their results are included for informational purposes and may not be directly comparable to U.S. franchisees due to differences in market conditions, currency, regulatory environment, and business structure.

2. The information in the table above was compiled from data submitted to us by franchisees and contractors. We have not independently audited or verified this information.

3. "Gross Contracted Revenue" means the total dollar amount of all services contracted for by the franchisee or contractor during calendar year 2025, regardless of whether such services were performed or payment was received during such period. This figure does not account for costs, expenses, or other deductions.

4. Some franchisees and contractors may have operated for less than a full calendar year. A franchisee's or contractor's join date and the length of time operating may affect revenues achieved.

5. The financial results of franchisees and contractors presented above should not be considered as the actual or potential financial results that you will realize. Your individual financial results are likely to differ from the results stated in the financial performance representation.

6. Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Tricia Harding, at Novus Global Franchising, LLC, 251 South Lake Avenue, Suite 800, Pasadena, CA 91101, phone (201) 252-7112, the Federal Trade Commission, and the appropriate state regulatory agencies.

Written Substantiation

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

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1.

Systemwide Outlet Summary for Years 2023 through 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	0
	2024	0	26	+26
	2025	26	63	+37
Company-Owned*	2023	32	34	+2
	2024	34	10	-24
	2025	16	8	-8
Total Outlets	2023	32	34	+2
	2024	34	36	+2
	2025	42	71	+29

* In 2024 and 2025, we continued transitioning from a contractor model to a franchise model. By "company-owned outlets" we are indicating the number of business coach contractors 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 2023 through 2025

State	Year	Number of Transfers
Total	2023	0
	2024	0
	2025	0

TABLE NO. 3

Status of Franchised Outlets for Years 2023 through 2025

State	Year	Outlets at Start of the Year	Outlets Added	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Alabama	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	1	0	0	0	0
California	2023	0	0	0	0	0	0	0
	2024	0	10	0	0	0	0	10
	2025	10	12	1	0	0	0	21
Colorado	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
	2025	5	3	0	0	0	0	8
Connecticut	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Georgia	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	3	0	0	0	0	4
Illinois	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Added	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Iowa	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Kansas	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Massachusetts	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Michigan	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Minnesota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Missouri	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Hampshire	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New York	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
North Carolina	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Oklahoma	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Pennsylvania	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Tennessee	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	4	0	0	0	0	6
Texas	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	6	0	0	0	0	8
Washington	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Total Outlets	2023	0	0	0	0	0	0	0
	2024	0	26	0	0	0	0	26
	2025	26	39	2	0	0	0	63

TABLE NO. 4

Status of Company-Owned Outlets in the U.S. for 2023 through 2025

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	2023	0	1	0	0	0	0
	2024	1	0	0	0	1	0
	2025	0	0	0	0	0	0
California	2023	18	3	0	3	0	18
	2024	18	2	0	4	10	6
	2025	6	0	0	0	4	10
Colorado	2023	3	0	0	0	0	3
	2024	3	0	0	0	3	0
	2025	0	0	0	1	0	0
Connecticut*	2023	2	0	0	2	0	0
	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1
Florida	2023	1	0	0	0	0	1
	2024	1	0	0	1	0	0
	2025	0	0	0	0	0	0
Georgia	2023	0	1	0	0	0	1
	2024	1	0	0	0	1	0
	2025	0	0	0	0	0	0
Illinois	2023	0	0	0	0	0	0
	2024	1	0	0	0	1	0
	2025	0	0	0	0	1	1
Kansas	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	2
Michigan	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
	2025	2	0	0	0	1	3
Minnesota	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	1	2
New Hampshire	2023	0	0	0	0	0	0
	2024	0	1	0	0	1	0
	2025	0	0	0	0	0	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	2023	3	0	0	0	0	3
	2024	3	0	0	2	1	0
	2025	0	0	0	0	0	0
North Carolina	2023	1	0	0	0	0	1
	2024	1	0	0	0	1	0
	2025	0	0	0	0	0	0
Tennessee	2023	0	1	0	0	0	1
	2024	1	0	0	0	1	0
	2025	0	0	0	0	0	0
Texas	2023	2	1	0	0	0	3
	2024	3	0	0	1	2	0
	2025	0	0	0	0	0	0
Total Outlets	2023	32	7	0	5	0	34
	2024	34	5	0	7	22	10
	2025	16	0	0	1	8	8

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

Status of Company-Owned Outlets in Canada for 2023 through 2025

Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
2023	**4**	**0**	**0**	**0**	**1**	**5**
2024	**5**	**0**	**0**	**0**	**0**	**5**
2025	**5**	**0**	**0**	**0**	**2**	**7**

TABLE NO. 5

Projected Openings for 2026 As of December 31, 2025

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
Arizona	0	1	0
California	0	6	0
Colorado	0	1	0
Florida	0	4	0

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
Georgia	0	3	0
Illinois	0	1	0
Indiana	0	1	0
Kentucky	0	1	0
Maryland	0	1	0
Massachusetts	0	1	0
Michigan	0	1	0
Minnesota	0	1	0
Missouri	0	2	0
New Jersey	0	1	0
New Mexico	0	1	0
New York	0	1	0
North Carolina	0	2	0
Ohio	0	1	0
Oregon	0	1	0
South Carolina	0	1	0
Tennessee	0	2	0
Texas	0	3	0
Virginia	0	1	0
Washington	0	1	0
Wisconsin	0	1	0
Wyoming	0	1	0
Totals	0	40	0

Two (2) Franchisees requested to terminate their franchise agreements during our most recently completed fiscal year. This is their name and contact information:

1. Asitoccurstome LLC

   2100 3rd Avenue North, Suite 400
   Birmingham, AL 35203
   (205) 937-0828

2. Coach Chris NG LLC

   4750 Templeton Street, Unit 1314,
   Los Angeles, CA 90032
   (310) 739-1974

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

A list of our current franchisees as of the end of our fiscal year on December 31, 2025 is attached to this Disclosure Document as "Exhibit J-1." A list of franchisees that signed an agreement with us but were not yet operational as of the end of our fiscal year on December 31, 2025 is attached to this Disclosure Document as "Exhibit J-2."

Franchisees Who Have Left the System

Two (2) franchisees have left the system during fiscal year 2025. We have not created, sponsored, or endorsed any trademark-specific organization of franchisees associated with our franchise system. No independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

Attached to this FDD as Exhibit C are our audited financial statements as of December 31, 2023, December 31, 2024, and December 31, 2025. Our fiscal year ends on December 31st.

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: Lise of Franchisees

Exhibit J: Catalyst Services Agreement

ITEM 23

RECEIPTS

Two copies of an acknowledgment of your receipt of this Franchise Disclosure Document are attached to this Franchise Disclosure Document as Exhibit 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, Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501 (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

FRANCHISE AGREEMENT BETWEEN

Novus Global Franchising, LLC
251 South Lake Avenue, Suite 800, Pasadena, CA 91101

and

_____
_____
_____

TABLE OF CONTENTS

1. **YOUR COVENANTS, UNDERSTANDINGS, AND REPRESENTATIONS** Error! Bookmark not defined.

2. GRANT OF FRANCHISE ..... Error! Bookmark not defined.

3.EQUIPPING YOUR PERFORMANCE COACHING PRACTICE Error! Bookmark not defined.

4. NO EXCLUSIVITY; NATIONAL ACCOUNTS..... Error! Bookmark not defined.

5. TERM; RIGHT TO ACQUIRE SUCCESSOR FRANCHISE . Error! Bookmark not defined.

6. PAYMENTS..... Error! Bookmark not defined.

7. TRADEMARK STANDARD AND USE REQUIREMENTS ... Error! Bookmark not defined.

8. ADVERTISING..... Error! Bookmark not defined.

9. **OPERATING YOUR PERFORMANCE COACHING PRACTICE** Error! Bookmark not defined.

10. OPERATIONAL ASSISTANCE BY US ..... Error! Bookmark not defined.

11. USE OF TECHNOLOGY ..... Error! Bookmark not defined.

12. AUDITS; INSPECTIONS ..... Error! Bookmark not defined.

13. YOUR OWNERS AND GUARANTORS; RELATIONSHIP BETWEEN THE PARTIES . Error! Bookmark not defined.

14. INDEMNIFICATION; INSURANCE ..... Error! Bookmark not defined.

15. ASSIGNMENT..... Error! Bookmark not defined.

16. COMPETITION; PROTECTION OF OUR CONFIDENTIAL INFORMATION . Error! Bookmark not defined.

17. DEFAULT; TERMINATION..... Error! Bookmark not defined.

18. POST TERMINATION OBLIGATIONS..... Error! Bookmark not defined.

19. GOVERNING LAW; DISPUTE RESOLUTION ..... Error! Bookmark not defined.

20. GENERAL PROVISIONS ..... Error! Bookmark not defined.

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 Date and Commencement Deadline. Your **"Commencement Date"** is the date your Designated Executive Coach completes the Business Operations Module and Foundations Intensive 1 of Foundations Training, as confirmed by us in writing. You must reach the Commencement Date within three (3) months of your Designated Executive Coach beginning Foundations Training (the **"Commencement Deadline"**), regardless of which pathway you entered under.

For Pathway A franchisees operating under a Catalyst Services Agreement, all Institute client contracts existing as of the Commencement Date automatically convert to your franchise entity on the Commencement Date, without requiring new client signatures. The Catalyst Services Agreement terminates, and your obligations under this Franchise Agreement begin in full on the Commencement Date.

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.

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**").

For the avoidance of doubt, the Term is measured from the Commencement Deadline and is not tolled, extended, or suspended by the Coach Catalyst period or by the interval between the Effective Date and the Commencement Date.

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 two thousand dollars ($2,000).

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 Human Development Franchise 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.

[This Area is Intentionally Left Blank]

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 five thousand dollars ($5,000) in a lump-sum upon execution of this Agreement.

Conditional Refund During Catalyst (Pathway A). Notwithstanding the foregoing, if you are a Pathway A franchisee and this Agreement is cancelled during the Coach Catalyst period in accordance with Section 17.9, we will refund the Initial Franchise Fee in full within thirty (30) days, subject to any prior balance or late client invoices owed to us. The Initial Franchise Fee is otherwise non-refundable, including upon any cancellation or termination during or after Foundations Training.

6.2. Training Fee. You must pay us an initial training fee equal to the amount of between twenty thousand dollars ($20,000) and twenty-eight thousand dollars ($28,000) for your Designated Executive Coach to attend the Initial Training Program (the "**Initial Training Fee**"). The full Initial Training Fee is due thirty (30) days prior to your attending Foundations Training. The Initial Training Fee is nonrefundable.

Coach Catalyst Fee. Separately, and prior to beginning Foundations Training, your Designated Executive Coach must complete Coach Catalyst, for which the fee is between $5,000 and $8,000 per person. The Coach Catalyst fee is non-refundable under all circumstances and is in addition to the Initial Training Fee. The full Initial Training Fee for Foundations Training is due thirty (30) days before Foundations Training begins. Any fees payable to the Institute under a Catalyst Services Agreement are separate from the fees in this Section and are disclosed in Item 6 of the Franchise Disclosure Document.

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.

6.3. 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:

No royalty obligation arises during the Coach Catalyst period. Revenue collected by the Institute on your behalf under the Catalyst Services Agreement is not subject to franchise Royalty Fees. Your Royalty Fee obligation begins on the Commencement Date. The "Before Graduating from Foundations Training" royalty tier below applies from the Commencement Date through the date your Designated Executive Coach completes Foundations Training.

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: 32.5% of Gross Revenue if the franchisee's total Gross Revenue for the applicable calendar month is $4,000 or less; plus (ii) 25% of Gross Revenue of the franchisee's total Gross Revenue for the applicable calendar month that exceeds $4,000.

6.3.2. For six (6) months after your Designated Executive Coach completes the Initial Training

Program, the Base Royalty is $1,200 per month, plus, 25% of total gross revenue that exceeds $4,000 in the applicable calendar month.

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: Base Royalty is $1,500 per month, plus, 25% of Total Gross Revenue that exceed $4,000 for the applicable calendar month. If Gross Revenue exceeds $200,000 in a calendar year, the 25% rate on revenue over $4,000/month drops to 21% for the remainder 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 two (2%) 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 four hundred dollars ($400.00) 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 two hundred and fifty dollars ($250.00) 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. Enterprise Fee. You must pay us, on or before the Payment Date, a continuing fee equal to a flat rate of sixteen and one-half percent (16.5%) of your Gross Revenue during the Reporting Period just-ended ("Enterprise Fee"). Details regarding the Enterprise Fee are set forth 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.

Catalyst Period Payments. Notwithstanding the foregoing, during the Coach Catalyst period under a validly executed Catalyst Services Agreement between you and the Institute for Meta Performance, all client payments are processed through the Payment Clearinghouse on behalf of the Institute arrangement. The Payment Clearinghouse will deduct the Institute Services Fee and remit it to the Institute, then distribute the remaining balance to you. This arrangement does not constitute a violation of this Section 6.8 and is expressly authorized under this Agreement. Upon the Commencement Date, the Payment Clearinghouse resumes its standard role under this Agreement without interruption. If this Agreement is terminated before the Commencement Date, the Payment Clearinghouse will cease processing Catalyst Services Agreement payments immediately and handle final distribution and prepaid refunds in accordance with the Catalyst Services Agreement.

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 Payments and Refunds. All payments due to us under this Agreement, including those under Section 6.8, will be based solely on amounts actually collected by us from your Clients, not on amounts accrued, due, or owing. We have no obligation to initiate collection efforts against delinquent Clients. If we are legally required or otherwise choose to refund any portion of Gross Revenue to a Client, you agree to reimburse us, upon demand, for your proportional share of the refunded amount, or we may deduct that amount from any sums otherwise payable to you. Additionally, if you are delinquent in any monetary obligation to us under this or any other agreement, we reserve the absolute right to apply any payments received from you toward any outstanding obligation, regardless of any designation you may make regarding the application of such payments.

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. 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.

6.13. 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.

6.14. Fee Increases. We have the right to increase any of our flat fees by a maximum of 20% per year, calculated cumulatively over the term of the Franchise Agreement. Additionally, we may also increase these fees annually or more frequently 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**.** We do not require you to spend on local advertising efforts.

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 month thirteen (13) of operations under this Agreement, you must maintain a rolling three-month average Gross Revenue of $6,000 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.

For purposes of this Section, "month 1 of operations" is the calendar month in which your Commencement Date falls, and the Minimum Revenue Requirement first applies beginning on the first day of month thirteen (13) following your Commencement Date. Revenue generated under the Catalyst Services Agreement prior to the Commencement Date is not counted toward 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 20% 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 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 consists of Foundations Training, conducted by the Institute for Meta Performance, and includes both in-person and online training at our designated location, currently Atlanta, Georgia, or such other location as we may designate. Your Designated Executive Coach must attend and successfully complete, to our satisfaction the Initial Training 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. The fee for the Initial Training Program is not refundable.

Coach Catalyst Prerequisite. Prior to enrolling in Foundations Training, your Designated Executive Coach must complete Coach Catalyst, a twelve (12)-week introductory coaching program offered by the Institute, under either Pathway A (you sign this Agreement, then your Designated Executive Coach enrolls in Coach Catalyst) or Pathway B (your Designated Executive Coach completes Coach Catalyst as a regular Institute participant before you sign this Agreement). Together, Coach Catalyst and Foundations Training constitute the Initial Training Program. Your Commencement Date is the date your Designated Executive Coach completes the Business Operations Module and Foundations Intensive 1 of Foundations Training. For a Pathway A franchisee operating under a Catalyst Services Agreement, all Institute client contracts existing as of the Commencement Date automatically convert to your franchise entity on that date. If we determine, in our sole discretion, that your Designated Executive Coach has failed to meet our performance standards during Foundations Training or is not qualified to operate a Human Development Franchise, we may terminate this Agreement as provided in Article 17.

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.

16.10. Non-Compete During Coach Catalyst. The in-term covenant in Section 16.4 applies to all Pathway A franchisees from the Effective Date, including throughout the Catalyst period. Pathway B franchisees are not subject to any non-compete prior to signing this Agreement.

16.11. Catalyst Cancellation — Post-Term Non-Compete Waived. Upon cancellation under Section 17.9, the post-term covenants in Sections 16.5 and 16.6 are waived entirely. The in-term covenant in Section 16.4 that applied throughout the Catalyst period is not retroactively excused. Only the confidentiality obligations in Sections 16.1 and 16.2 survive, solely with respect to Confidential Information disclosed during Catalyst.

16.12. Foundations Cancellation or Non-Performance Termination — Full Non-Compete Survives. Cancellation under Section 17.10 or termination under Section 17.11 does not limit, reduce, or waive any covenant in this Article 16. All covenants apply in full from the date of cancellation or termination.

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.

17.9. Catalyst Cancellation Right (Pathway A Only). If you are a Pathway A franchisee, either you or we may cancel this Agreement for any reason, without cause, by delivering written notice at any time during the twelve (12) consecutive weeks following your Designated Executive Coach's enrollment in Coach Catalyst (the "Catalyst Cancellation Window"). The Catalyst Cancellation Window closes upon the earlier of: (i) the last day of the twelfth (12th) week following enrollment; or (ii) your Designated Executive Coach's enrollment in Foundations Training, as confirmed by us in writing. Upon valid cancellation under this Section: (a) we will provide a full Initial Franchise Fee Refund within thirty (30) days; (b) any Foundations Training fee paid prior to cancellation will be refunded within thirty (30) days; (c) the Coach Catalyst fee is non-refundable; (d) the post-term non-competition covenants in Sections 16.5 and 16.6 are waived in their entirety, and the in-term covenant that applied throughout the Catalyst period is not retroactively excused; (e) no Liquidated Damages shall be assessed; (f) the Catalyst Services Agreement

terminates simultaneously, and any clients signed under the Catalyst Services Agreement remain with the Institute through the end of their contract term, will not be renewed, and you have no claim to those clients or associated revenue following cancellation; (g) you must immediately cease use of the Marks and return all materials; and (h) you remain bound by the confidentiality obligations in Sections 16.1 and 16.2 with respect to Confidential Information disclosed during Catalyst.

17.10. Foundations Voluntary Cancellation Right (Both Pathways). Either you or we may voluntarily cancel this Agreement for any reason, without cause, during Foundations Training by delivering written notice before our written confirmation of your Designated Executive Coach's successful completion of Foundations Training. Upon voluntary cancellation: (a) no Initial Franchise Fee Refund will be provided, and no fees of any kind will be refunded; (b) the non-competition covenants in Article 16, including the post-term covenants in Sections 16.5 and 16.6, remain in full force and effect; (c) no Liquidated Damages shall be assessed; (d) all fees accrued through the date of cancellation, including Royalty Fees, Advertising Fund Contributions, and Technology Fees, remain due and owing and shall be settled through the Payment Clearinghouse in accordance with Section 6.8, and cancellation under this Section does not discharge any accrued fee obligations; and (e) all post-termination obligations in Article 18 apply in full.

17.11. Franchisor Termination During Foundations for Non-Performance. If we determine, in our reasonable discretion, that your Designated Executive Coach has failed to meet our performance standards during Foundations Training or is not qualified to operate a Human Development Franchise, we have the right to terminate this Agreement upon written notice. Upon termination: (a) no Initial Franchise Fee Refund will be provided, and no fees of any kind will be refunded; (b) the non-competition covenants in Article 16, including the post-term covenants, remain in full force and effect; (c) no Liquidated Damages shall be assessed; (d) all fees accrued through termination remain due and owing and shall be settled per Section 6.8; and (e) all post-termination obligations in Article 18 apply in full.

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.

Liquidated Damages shall not apply upon: (i) cancellation during the Catalyst Cancellation Window under Section 17.9; (ii) voluntary cancellation during Foundations under Section 17.10; or (iii) termination by us during Foundations for non-performance under Section 17.11. Liquidated Damages apply only upon an early termination occurring after your Designated Executive Coach has completed Foundations Training.

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 19.3.9 before accepting appointment. However, this time limit may be extended by the arbitrator for good cause shown, or by mutual agreement of the parties. The award of the arbitrator must be accompanied by a reasoned opinion. The arbitrator may not declare any trademarks owned by us or our Affiliates generic or invalid.

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

19.4. Injunctive Relief. You acknowledge that a breach of this Agreement by you, which relates to any of the matters set out below, will cause us irreparable harm for which monetary damages are an inadequate remedy. Therefore, in addition to any other remedies we have under this Agreement, we are entitled to seek and obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement with respect to: (i) the Marks; (ii) the System; (iii) Intellectual Property; (iv) the obligations of you upon termination or expiration of this Agreement; (v) Transfers; (vi) Confidential Information; (vii) covenants not to compete with us; and (viii) any act or omission by you or your employees that: (a) constitutes a violation of any Legal Requirement; (b) is dishonest or misleading to Clients of your Human Development Franchise or other Human Development Franchises; (c) constitutes a danger to your employees or to the public; or (d) may impair the goodwill associated with the Marks or the System. You are entitled to seek and obtain the entry of temporary and permanent injunctions to prevent our improper termination of this Agreement. The parties agree that such requests may be heard by the arbitrators or by a court (subject to Section 19.9), at the election of the party seeking the same. Neither party will be required to first mediate any claim for injunctive relief. Should a party elect to have its request heard by arbitrators, all such requests shall be heard in accordance with the then-current Commercial Rules. Neither party is

required to post a bond or other security with respect to obtaining injunctive relief. If we secure any such injunction, you agree to pay to us an amount equal to the aggregate of our costs and expenses, including without limitation reasonable attorney fees, costs, and expenses, that we incur in obtaining such relief. You agree that your sole remedy, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held. You waive all claims for damages by reason of the wrongful issuance of any such injunction.

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

Your Initials:_____ Our Initials:_____

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

Your Initials:_____ Our Initials:_____

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

Your Initials:_____ Our Initials:_____

19.8. Legal Fees and Expenses. If either party initiates a judicial or other proceeding, the prevailing party in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable attorney fees. “Costs and expenses” mean all reasonable pre-award expenses of the arbitration, including arbitrator fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses, and attorney fees. “Prevailing party” is the party which has obtained the greatest net award in terms of money or money equivalent. If money or money equivalent has not been awarded, then the prevailing party will be that party which has prevailed on a majority of the material issues decided.

19.9. Choice of Forum. **To the extent that a judicial action is expressly permitted by Section 19.4, any cause of action any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in a court of competent jurisdiction in Los Angeles, California, or, if our principal place of business is in a city other than**

Los Angeles, California, then the federal or state court for the jurisdiction in which we then have our principal place of business. Both parties irrevocably submit themselves to, and consent to, the exclusive jurisdiction of said courts. The provisions of this Section 19.9 will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this Section 19.9, and with complete understanding, agree to be bound by this provision.

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

20. GENERAL PROVISIONS

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

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

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

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

20.5. Rights are Cumulative. Our and your rights under this Agreement are cumulative, and no exercise or enforcement by us or you of any right or remedy will preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce, except as specifically limited by this Agreement.

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

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

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

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

If to us:	If to you:
Novus Global Franchising, LLC Attn: Tricia Harding 251 South Lake Avenue, Suite 800, Pasadena, CA 91101	The address listed in **Addendum 1**

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

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

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

20.13. Release for Prior Agreements. If you or any of your Affiliates, Owners, managers, directors, officers, agents, servants, and employees, have before the date of this Agreement signed any other agreement with us or any of our Affiliates, you hereby release, acquit and forever discharge us and our respective parents, subsidiaries, Affiliates, and successors in interest, and each of their respective directors, officers, agents, servants, employees, whether specifically mentioned herein or not, of and from any and all liability, actions, causes of action, claims, debts, demands, damages and liabilities to person(s) or property, costs, expenses and compensation of every nature, kind and character whatsoever, whether known or unknown, foreseen or unforeseen, direct, indirect, contingent or actual, liquidated or unliquidated, whether statutory, contract, or in tort on account of or in any way connected with or related to our, or our Affiliate's, offer, sale, grant of, construction, subleasing, operation of, assistance with operation of, or development of

franchises or franchise rights in any and all franchise locations awarded at any time to the undersigned and from the inception of any contact with us to the Effective Date. It your express intention that this release be as broad as permitted by law, but this Release does not apply to claims that arise under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220.

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

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

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

APPENDIX

GLOSSARY OF TERMS

AAA: The American Arbitration Association.

Advertising Fund: Defined in Section 6.4.

Advertising Fund Contribution: Defined in Section 6.4.

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

Agreement: This Franchise Agreement and any of its amendments.

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

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

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

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

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

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

Business Office: Defined in Section 3.1.

Commencement Deadline: Defined in Section 3.4.

Commercial Rules: Defined in Section 19.3.

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

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

Computer System: Defined in Section 11.1.

Conference Fee: Defined in Section 6.6.

Confidential Information: 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.

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.

Enterprise 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:

_____

_____

D. Training Pathway

☐ **Pathway A** — Franchise Agreement signed before Coach Catalyst. In-term non-compete applies from the Effective Date. The Catalyst Cancellation Window applies. Catalyst Services Agreement with the Institute: ☐ signed ☐ not signed.

☐ **Pathway B** — Coach Catalyst completed as a regular participant before signing the Franchise Agreement. The Catalyst Cancellation Window does not apply. No Catalyst Services Agreement.

☐ **Pathway B Variant** — Franchise Agreement signed mid-Catalyst. Catalyst Services Agreement: ☐ signed ☐ not signed, from date: _____.

Catalyst Completion Date: _____

Foundations Start Date: _____

Commencement Deadline (3 months from Foundations Start Date): _____

Commencement Date (Business Operations Module and Foundations Intensive 1 completion — to be completed): _____

Foundations Completion Date (to be completed): _____

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

Audited Financial Statements

Novus Global Franchising, LLC

Financial Statements and
Independent Auditor's Report

December 31, 2025

NOVUS GLOBAL FRANCHISING, LLC

TABLE OF CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	1 - 2
FINANCIAL STATEMENTS	
Balance Sheet	3
Statement of Income and Member's Equity	4
Statement of Cash Flows	5
Notes to the Financial Statements	6 - 7

Assurance | Tax | Advisory

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, 2025, and the related statement of income and member's 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, 2025, 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 23, 2026

NOVUS GLOBAL FRANCHISING, LLC

BALANCE SHEET

DECEMBER 31, 2025

ASSETS

CURRENT ASSETS	
Cash	$ 119,134
Accounts receivable	220,615
Due from related parties	169,284
	$ 509,033

LIABILITIES AND MEMBER'S EQUITY

LIABILITIES	
Accounts payable	$ 5,530
Due to related parties	97,910
	103,440
MEMBER'S EQUITY	405,593
	$ 509,033

The accompanying notes are an integral part of this statement.

NOVUS GLOBAL FRANCHISING, LLC

STATEMENT OF INCOME AND MEMBER'S EQUITY

YEAR ENDED DECEMBER 31, 2025

REVENUE	
Franchise fees	$ 2,005,260
OPERATING EXPENSES	
Professional fees	89,977
INCOME FROM OPERATIONS	1,915,283
OTHER EXPENSE	
State tax	5,800
NET INCOME	1,909,483
MEMBER'S EQUITY	
Beginning of year	851,110
Distributions	(2,355,000)
End of year	$ 405,593

The accompanying notes are an integral part of this statement.

NOVUS GLOBAL FRANCHISING, LLC

STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2025

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	$ 1,909,483
Adjustments to reconcile net income to net cash provided by operating activities:	
Changes in operating assets and liabilities:	
Accounts receivable	(111,837)
Accounts payable	5,530
Due to/from related parties, net	569,472
Net Cash Provided By Operating Activities	2,372,648
CASH FLOWS FROM FINANCING ACTIVITIES	
Distributions paid	(2,355,000)
NET CHANGE IN CASH	17,648
CASH - BEGINNING OF YEAR	101,486
CASH - END OF YEAR	$ 119,134

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. Management did not believe that an allowance was necessary as of December 31, 2025 and January 1, 2025.

Due from Related Parties. The Company relies on related parties under common control 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. Such amounts are unsecured, non-interest bearing and due on demand.

Due to Related Parties. Various expenses have been paid by related parties under common control 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. 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. *Practical Expedients* - (Concluded) The Company generates revenue through the following service lines:

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, access to conferences 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.

Total revenue over time for the year ended December 31, 2025, was $2,005,260.

Income Taxes. The Company is a single member limited liability company and a disregarded entity for income tax purposes. The Company's taxable income is 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 2026 to its sole member in connection with the member's respective income tax liabilities incurred in 2025 as a result of the Company's income tax status.

NOTE 2 – SUBSEQUENT EVENTS

Management has evaluated all known subsequent events from December 31, 2025 through March 23, 2026, 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, 2024

NOVUS GLOBAL FRANCHISING, LLC

TABLE OF CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	1 - 2
FINANCIAL STATEMENTS	
Balance Sheet	3
Statement of Income and Members' Equity	4
Statement of Cash Flows	5
Notes to the Financial Statements	6 - 7

FGMK

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

TABLE OF CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	1 - 2
FINANCIAL STATEMENTS	
Balance Sheet	3
Statement of Income and Members' Equity	4
Statement of Cash Flows	5
Notes to the Financial Statements	6 - 7

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

Copyright Page i

Part A: Core Standards A-00-1

01. Introduction and Welcome A-01- 1

Welcome to Novus Global A-01-2

About This Manual A-01-3

Services Provided to the Franchisee A-01-5

History of Novus Global A-01-7

Leadership Team A-01-8

Company Profile A-01-10

Brand and Values A-01-11

Building Brand Consistency A-01-13

02. Advertising, Sales, and Marketing A-02- 1

Marketing at a Glance A-02-2

Marketing Philosophy A-02-3

National Marketing A-02-4

Branding Overview A-02-6

Branding Elements Use Guide A-02-8

Creative Approval and Logo Use A-02-11

Digital Advertising A-02-13

Practice-Specific Marketing and Advertising A-02-15

Shared Responsibility and Impact A-02-17

A-03- 1

A-04- 1

03. Finance, Accounting, and Reporting Accounts Receivable A-03-2

Getting Paid A-03-3

04. Legal, Insurance, Licensing, and Compliance Insurance and Indemnification A-04-2

Proprietary Information and Confidentiality A-04-4

Minimum Standards A-04-5

Licensing and Permit Standards A-04-7

Operational Assessments A-04-8

Part B: Operations B-00-1

Operations at a Glance B-00-2

01. Service Standards B-01-1

Practice Hours of Operation B-01-2

Professional Standards B-01-3

02. Products and Services B-02-1

Product Descriptions B-02-2

Meta Performance™ Labs B-02-4

Training B-02-6

Intention to Integrity Course B-02-7

Virtual Book Club B-02-9

Sandboxes B-02-10

Additional Markets (Verticals) B-02-17

03. Contracting and Sales B-03-1

Sales Philosophy B-03-2

Managing Leads B-03-4

Creating Proposals B-03-6

Submitting Contracts B-03-8

Onboarding Clients B-03-10

04. Customer Service B-04-1

Building Rapport B-04-2

Customer Referrals B-04-3

Thrill Forms B-04-5

05. Equipment, Technology, and Systems B-05-1

Technology and Systems

B-05-2

Asana

B-05-4

Airtable

B-05-6

Google Workspace

B-05-8

HubSpot

B-05-11

Scribbler

B-05-13

Slack

B-05-14

Typeform

B-05-16

Zoom

B-05-17

AI

B-05-18

06. Management B-06-1

Weekly Development Meeting

B-06-2

Development Teams

B-06-4

© 2025 Novus Global, LLC Version 1.1 All rights reserved. Proprietary and confidential.

Internal Coaching Sessions (ICS)

B-06-5

Client Management

B-06-7

Managing Sandboxes

B-06-8

Group Coaching

B-06-12

Support Team B-06-14

Part C: Staffing C-0-1

01. Employee Management C-03- 1

Hiring Employees C-03-2

Onboarding and Training C-03-3

Offboarding C-03-5

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.

Notwithstanding the foregoing, this Release will not apply to any claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

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 Franchise. The purpose of this questionnaire is to confirm our compliance with franchise disclosure requirements and to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading. Please review each of the following questions carefully and provide honest responses to each question. **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.** 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.

IMPORTANT NOTICE: 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.

1.	Yes__	No__	Have you received and personally reviewed the Franchise Agreement, and each attachment or exhibit attached to them that we provided?
2.	Yes__	No__	Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?
3.	Yes__	No__	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4.	Yes__	No__	Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5.	Yes__	No__	Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
6.	Yes__	No__	Have you had the opportunity to discuss the benefits and risks of developing and operating a Novus Global® Human Development Franchise with an existing Novus Global® franchisee?

7. Yes__ No__ Do you understand the risks of developing and operating a Novus Global® Human Development Franchise?

8. Yes__ No__ Do you understand the success or failure of your Novus Global® Human Development Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?

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

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

11. Yes__ No__ Did any employee or other person speaking on our behalf make 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__ Did any employee or other person speaking on our behalf make 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__ Did any employee or other person speaking on our behalf make 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 terms of the franchise relationship between us and you concerning the Novus Global® Human Development Franchise?

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. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. NOTHING IN THIS QUESTIONNAIRE IS INTENDED TO DISCLAIM RELIANCE ON THE FRANCHISE DISCLOSURE DOCUMENT OR ANY REPRESENTATIONS MADE BY THE FRANCHISOR, ITS EMPLOYEES, OR FRANCHISE SELLERS, NOR IS IT INTENDED TO WAIVE ANY CLAIMS YOU MAY HAVE UNDER FEDERAL OR STATE LAW.

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

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

Question Number	Explanation of Negative Response

Novus Global Franchising, LLC

EXHIBIT G

State-Specific Addendum to Franchise Disclosure Document and Agreements

EXHIBIT G

STATE-SPECIFIC ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

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

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

FOR THE STATE OF CALIFORNIA:

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

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

The Franchise Disclosure Document is hereby amended as follows:

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

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

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

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

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

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

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

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

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

The Franchise Agreement is hereby amended as follows:

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

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

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

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

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

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

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

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

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

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

FOR THE STATE OF CONNECTICUT:

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

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

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

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

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

FOR THE STATE OF HAWAII:

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

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

FOR THE STATE OF ILLINOIS:

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

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

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

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

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

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

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

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

FOR THE STATE OF INDIANA:

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

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

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

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

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

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

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

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

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

[This Area is Intentionally Left Blank]

FOR THE STATE OF IOWA

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

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

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

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Tricia Harding at Novus Global Franchising, LLC, 251 South Lake Avenue, Suite 800, Pasadena, CA 91101 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, 251 South Lake Avenue, Suite 800, Pasadena, CA 91101 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:

Washington Addendum to the Franchise Disclosure Document, Franchise Agreement, and All Related Agreements

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws**. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights**. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation**. 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.

4. **General Release**. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees**. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions**. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing**. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification**. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees**. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants**. 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements**. 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.

16. **Questionnaires and Acknowledgments**. 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.

17. **Prohibitions on Communicating with Regulators**. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Deferred Collection of Initial Franchise Fees.** Pursuant to WAC 460-80-460, franchisor will defer collection of the Initial Franchise Fee and any other initial fees described in Item 5 of the Franchise Disclosure Document until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchised business is open for business.

20. **Covenant Not to Compete: After Term**. The post-term covenant not to compete shall be limited in geographic scope to a radius of twenty-five (25) miles from the location of the franchisee's franchised business or any other franchised business operating under the same brand.

The undersigned parties do hereby acknowledge receipt of this Addendum. Dated this _____ day of _____ 20_____.

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

FOR THE STATE OF WISCONSIN

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

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

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing State-Specific Addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___, and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable

and enforceable state law, and for only so long as such state law remains in effect, and the parties further acknowledge and agree that this State-Specific Addendum is applicable only to those persons specifically subject to the protections of the state laws referenced in this State-Specific Addendum.

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

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

Novus Global Franchising, LLC

EXHIBIT H

Confidentiality and Non-Compete Agreement

EXHIBIT H

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Novus Global Franchising, LLC

EXHIBIT I

List of Franchisees

EXHIBIT I-1
List of Current Franchisees

Franchise Name	Franchise Date	State	Address	Phone
Jon Roberts Inc	3/19/2024	CA	1124 Green Street, San Francisco, CA 94109	(214) 208-0187
Ignite Change LLC	3/20/2024	MI	47679 Beckenham, Novi, MI 48374	(248) 982-3860
Coach Karl Larsen LLC	3/20/2024	TN	1802 Oak Point Way, Columbia, TN 38401	(563) 419-2508
Martindale Unlimited LLC	3/20/2024	CO	5257 School House Drive, Timnath, CO 80547	(303) 250-5536
Gerber Leadership Inc	3/27/2024	CO	3691 Sandoval Street, Brighton, CO 80601	(402) 968-5372
Thompson Coaching, LLC	3/27/2024	TX	26 W Stony Bridge Court, Spring, TX 77381	(805) 256-5749
McKnight Creative LLC	3/27/2024	GA	4045 Emerald Glade Court, Cumming, GA 30040	(678) 520-1136
Becca Egger Coaching LLC	3/27/2024	TX	415 Tiger Lane, Gunter, TX 75058	(903) 818-0515
Janet Breitenbach LLC	3/27/2024	MO	1700 Madison Ave., Apt 204, Kansas City, MO 64108	(626) 841-4418
Prestige Worldwide Coaching and Leadership	3/27/2024	CA	18752 Caminito Cantilena, Unit 175, San Diego, CA 92128	(949) 335-2101
Dex Alexander Performance LLC	3/27/2024	CA	8739 Sugar Gum Road, Riverside, CA 92508	(951) 452-6477
GZG LLC	4/16/2024	CO	1521 Central Street, Unit 1C, Denver, CO 80211	(952) 913-6028
Aim Ready Fire	4/19/2024	CA	1443 E Washington Blvd., Unit 138, Pasadena, CA 91104	(323) 363-2974
Park Leadership Group LLC	4/30/2024	NY	418 Broadway, Suite N, Albany, NY 12207	(818) 326-0739
Aresko LLC	7/22/2024	NC	101 Norwalk Street, Holly Springs, NC 27540	(858) 248-3804
Farrell Group LLC	8/7/2024	CO	1812 Fountain Court, Longmont, CO 80503	(631) 258-6098
Melder Coaching & Consulting	8/22/2024	NH	5 Tower Hill Drive, Bow, NH 03304	(724) 699-3169
Danny Bowers Coaching	9/24/2024	CA	5524 N. Bryn Mawr Street, Ventura, CA 93003	(949) 303-0671

Jennifer Tharp LLC	10/3/2024	TN	902 Boscobel Street, Nashville, TN 37206	(347) 416-1429
Good News Creative	10/7/2024	CA	1142 Paularino Avenue, Costa Mesa, CA 92626	(949) 375-0777
Amanda Jaggard LLC	12/3/2024	CA	3618 Griffin Avenue, Los Angeles, CA 90031	(913) 205-6921
Yellow Marker, Inc.	12/6/2024	CA	2312 Rowe Drive, Santa Rosa, CA 95403	(707) 843-1732
HC & C Solutions, LLC	12/22/2024	CO	17745 Radbourne Ct., Monument, CO 80132	(609) 694-4685
ADM Collective, INC.	12/28/2024	CA	6151 E. Huntdale Street, Long Beach, CA 90808	(562) 637-3922
Elevate Performance, Inc.	2/10/2025	CA	702 E. Armando Drive, Long Beach, CA 90807	(562) 250-7305
Ten Talent Collective	2/10/2025	KS	17109 Bluejacket Street, Overland Park, KS 66221	(913) 660-2506
Master Communicator Coaching	2/14/2025	IL	627 Jackson Avenue, River Forest, IL 60305	(847) 542-0468
Catalyst Executive Coaching	3/19/2025	TN	2954 Buckner Lane, Spring Hill, TN 37174	(661) 706-6274
JSD Executive Coaching LLC	4/15/2025	TX	156 Daniel Drive, Van Alstyne, TX 75495	(214) 578-0108
Duguay Coaching LLC	4/17/2025	TN	8673 Maple Valley Drive, Chattanooga, TN 37421	(423) 635-8454
Austin Walker Executive Coaching	4/23/2025	MN	310 Wildwood Court, Stillwater, MN 55082	(501) 680-5206
The Oculus Institute	4/24/2025	TX	801 W. 5th Street, #2807, Austin, TX 78703	(251) 609-1989
Kimber Liu Executive Coaching	7/7/2025	TX	20202 Cresta Avenida #16004, San Antonio, TX 78256	(407) 451-4648
Limitless Alchemy, LLC	7/15/2025	CA	4735 Brighton Avenue, San Diego, CA 92107	(805) 423-2642
Hyre Impact Consulting, LLC	7/16/2025	OK	6807 E. 78th Court, Tulsa, OK 74133	(315) 247-9739
Tim Hawkins Coaching LLC	7/20/2025	CO	12429 Salmon Point, Colorado Springs, CO 80921	(719) 355-9107
Kat Harris Coaching	8/26/2025	TX	3101 Govalle Avenue #105, Austin, TX 78702	(214) 263-7063
Manuel Coaching	10/1/2025	TX	4821 Briarbend Drive, Houston, TX 77035	(432) 352-8972

Rob Blackledge Coaching, LLC	10/2/2025	TN	951 Graybar Lane, Nashville, TN 37204	(615) 586-2911
Ferrari Coaching, LLC	10/3/2025	GA	3834 Swallow Court NE, Marietta, GA 30066	(804) 735-8499
Tri Life, Inc.	10/8/2025	CO	4927 W. 12th St. Dr., Greeley, CO 80634	(970) 576-9266
Perform444, LLC	10/10/2025	CT	36 Arcadia Road, PO Box #19, Old Greenwich, CT 06870	(203) 536-6394
Cayla Horey Consulting, LLC	10/13/2025	CA	209 Calle Botanico, San Clemente, CA 92673	(949) 212-2107
HB Coaching LLC	10/13/2025	CA	1717 E. Balboa Blvd., Newport Beach, CA 92661	(512) 784-3256
Hickerson Services, LLC	10/13/2025	CA	739 Roswell Court, Ventura, CA 93004	(805) 340-9003
Yingmaster LLC	10/13/2025	CA	774 Pamela Wood Street, Thousand Oaks, CA 91320	(405) 919-2460
Strength Advisors LLC	10/14/2025	MI	31718 Robinhood Drive, Beverly Hills, MI 48025	(248) 467-4053
The Red Oak Group	10/14/2025	GA	4645 Jettridge Drive NW, Atlanta, GA 30327	(562) 682-5402
Patton Solutions, LLC	10/27/2025	TN	1325 Dalemere Drive, Nashville, TN 37207	(615) 955-0618
Pursuing Perfect Peace LLC	11/7/2025	CA	One Sansome Street, #1400, San Francisco, CA 94104	(707) 690-0830
Ruthie Kim Coaching & Consulting LLC	11/12/2025	CA	6630 Fulton Street, San Francisco, CA 94121	(415) 225-7937
Brian Owen Coaching LLC	11/13/2025	TX	22323 Morning Lake Drive, Katy, TX 77450	(281) 638-1821
The Space Between Consulting LLC	11/14/2025	GA	220 Dapplegate Way, Johns Creek, GA 30022	(404) 723-4663
Mackie McAdam LLC	11/18/2025	OH	3967 Wheeling Road NE, Lancaster, OH 43130	(858) 216-0494
Karina Neal LLC	11/20/2025	CA	1172 Calistoga Way, San Marcos, CA 92078	(858) 382-4672
Keely Ng Coaching	11/25/2025	CA	919 Tiller Way, Coronoa del Mar, CA 92625	(949) 244-5392
The Edge of Honor LLC	12/10/2025	CA	1459 El Miradero Avenue, Glendale, CA 91201	(907) 952-7148
Management Horizons, Inc.	12/18/2025	PA	4103 Manor Oaks Court, Export, PA 15632	(412) 657-3065
Amy Turner Executive Coaching, LLC	12/26/2025	WA	75 Viine Street, Unit 1205, Seattle, WA 98121	(479) 799-3399

Leonard Coaching Inc	12/26/2025	CA	625 Evans Road, San Luis Obispo, CA 93401	(805) 305-9800
Dineen Coaching LLC	12/29/2025	OH	8965 Terwilligers Trail, Cincinnati, OH 45249	(513) 675-3410
Jason Brown Coaching - The Ham	12/30/2025	IA	1913 Wethersfield Drive, Norwalk, IA 50211	(562) 335-0407
Northstar Coaching, LLC	1/13/2026	CA	78600 Carnes Circle, La Quinta, CA 92253	(503) 559-2742
JDP Executive Coaching, LLC	2/17/2026	TX	511 Puerta Vallarta Lane, Austin, TX 78748	(917) 406-6078
Emotive, LLC	2/3/2026	SC	133 Sandy Bend Lane, Summerville, SC 29486	(973) 580-2915
David Leach Coaching, LLC	2/26/2025	CO	811 Hawthorn Avenue, Boulder, CO 80304	(201) 805-5141
Huey Advisory Group LLC	2/6/2026	CA	6331 Green Valley Circle, Culver City, CA 90230	(323) 790-3094
Crowley Coaching, LLC	2/26/2026	CA	1635 Lake Street, Apt 4, Glendale, CA 91201	(702) 488-6903
Michael Vasquez Life Coaching LLC	2/27/2026	TN	2971 Mallard Drive, Lebanon, TN 37090	(530) 605-9419
Danielle DelBrocco Coaching LLC	3/2/2026	OH	1365 Fry Avenue, Lakewood, OH 44107	(440) 487-9421
Centix Life Technologies Inc.	3/3/2026	TX	11625 Custer Road, Ste. 110 - 323, Frisco, TX 75035	(949) 439-5992
RJW Solutions Inc.	3/3/2026	CA	3079 Rae Creek Drive, Chico, CA 95973	(530) 514-5361
Stephanie Hess	03/03/2026	NJ	24 Tacoma Lane, Hamilton. NJ 08619	(917) 565-4467
Mike Rooney Coaching LLC	03/10/2026	NY	12 Vale Place. NY 10580	(650) 798-9754
Dynamic Expansion Coaching LLC	03/11/2026	VA	5500 Holmes Run Parkway, Unit 1010 Alexandria, VA 22304	(571) 217-7693

EXHIBIT I-2
List of Franchisees – Sold But Not Yet Open As Of December 31, 2025

None.

Novus Global Franchising, LLC

EXHIBIT J

Catalyst Services Agreement

CATALYST SERVICES AGREEMENT

This Catalyst Services Agreement ("Agreement") is entered into as of _____, 20__ (the "Effective Date") between The Institute for Meta Performance, LLC, a Delaware limited liability company (**"Institute"**), and _____, a _____ (**"Franchisee"**).

RECITALS

A. Franchisee has entered into a Franchise Agreement with Novus Global Franchising, LLC ("Novus Global") dated _____, 20__ (the "Franchise Agreement") and is completing the Coach Catalyst program offered by the Institute ("Coach Catalyst").

B. Franchisee wishes to sign and serve coaching clients during the Coach Catalyst period. Under the Franchise Agreement, all client payments are processed through Novus Global Operations, LLC, in its capacity as the Payment Clearinghouse (the "Payment Clearinghouse").

C. The Institute is willing to provide technology access and operational support to facilitate Franchisee's client work during the Catalyst period on the terms and conditions set forth in this Agreement.

The parties agree as follows:

1. PREREQUISITES AND EFFECTIVE DATE

1.1 Prerequisites. This Agreement does not become effective until Franchisee has satisfied both of the following prerequisites and an authorized representative of the Institute or Novus Global has confirmed satisfaction of both in writing:

(a) Signed Franchise Agreement. Franchisee must have executed the Franchise Agreement with Novus Global; and

(b) Franchisee must have provided a valid Certificate of Insurance (ACORD 25 form or equivalent) from a licensed carrier, demonstrating: (i) professional liability (errors and omissions) coverage of at least $1,000,000 per occurrence and $1,000,000 aggregate; (ii) the Institute for Meta Performance, LLC and Novus Global Franchising, LLC named as additional insureds; and (iii) policy effective dates covering the full term of this Agreement.

1.2 Confirmation. An authorized representative of the Institute or Novus Global will confirm satisfaction of the prerequisites within five (5) business days of receipt of all required documentation.

1.3 Effective Date. This Agreement becomes effective on the date an authorized representative confirms in writing that both prerequisites have been satisfied.

2. SERVICES

2.1 Payment Processing. During the term of this Agreement, all client payments for coaching services provided by Franchisee shall be processed through the Payment Clearinghouse in accordance with Section 6.8 of the Franchise Agreement. The Payment Clearinghouse will:

(a) Process invoices to Franchisee's coaching clients for services provided by Franchisee;

(b) Collect payments from Franchisee's coaching clients;

(c) Deduct the Institute Services Fee described in Section 3 and remit it to the Institute;

(d) Distribute the remaining collected funds to Franchisee within fifteen (15) business days of collection; and

(e) Provide Franchisee with monthly statements showing gross revenue collected, Institute Services Fees deducted, and net amount distributed.

2.2 Technology Access. During the term of this Agreement, the Institute will provide Franchisee with access to the following platforms within Novus Global's domain: (a) Zoom; (b) HubSpot; (c) Asana; and (d) Google Suite (including Gmail, Google Docs, Google Sheets, and Google Meet). This technology access is included in the $250 monthly flat fee described in Section 3.1(a) and represents approximately $125 of that fee's value.

2.3 Scope of Services. The Institute's role under this Agreement is limited to providing technology access as described in Section 2.2 and operational support during the Catalyst period. All client invoicing, payment collection, and fund distribution are handled exclusively by the Payment Clearinghouse. The Institute does not directly invoice clients, collect payments, or distribute funds under this Agreement.

3. FEES

3.1 Institute Services Fee. In consideration of the services described in Section 2, Franchisee shall pay the Institute:

(a) A flat monthly fee of two hundred fifty dollars ($250) per month (the "Monthly Fee"), deducted by the Payment Clearinghouse and remitted to the Institute on the first day of each calendar month during the term of this Agreement; and

(b) A revenue fee equal to twenty-five percent (25%) of all gross revenue collected by the Payment Clearinghouse on Franchisee's behalf during the preceding month (the "Revenue Fee"), deducted by the Payment Clearinghouse and remitted to the Institute at the time of each distribution.

3.2 Scope of Fees; No Franchise Fees During Catalyst. The Monthly Fee, Revenue Fee, and Tuition are the only fees payable to the Institute under this Agreement. No franchise royalty fees, advertising fund contributions, technology fees, conference fees, enterprise fees, or other fees under the Franchise Agreement apply to revenue collected during the Coach Catalyst period. Those franchise fees begin on the Commencement Date as defined in Section 5.1(a).

3.3 Prepaid Revenue. For prepaid client packages, the Revenue Fee is calculated on the portion of the prepaid amount attributable to services delivered during each month, not on the full prepaid amount at the time of collection. Unearned prepaid amounts are held by the Payment Clearinghouse and applied monthly as services are delivered.

3.4 Non-Refundable. All fees paid to the Institute under this Agreement are non-refundable.

4. CLIENT AGREEMENTS AND CONVERSION

4.1 Required Client Agreement Provisions. Franchisee shall enter into a written coaching agreement with each client served during the term of this Agreement. All such client agreements must:

(a) Identify Franchisee as the coaching service provider;

(b) Identify the Payment Clearinghouse as the payment processing agent for the duration of the Coach Catalyst period;

(c) Contain the following conversion clause, or language substantially similar thereto as approved by Novus Global in writing:

> *"Your coach is currently completing the Institute for Meta Performance's certification program. Upon your coach's completion of the Business Operations Module and Foundations Intensive 1 of Foundations Training (the 'Conversion Date'), this agreement will automatically convert to and be assumed by [Franchisee Entity Name], operating as a Novus Global® franchisee, with all terms, pricing, session credits, and obligations remaining unchanged. You will receive written notice when the Conversion Date occurs. No new signature is required."*

(d) Contain the following termination clause, or language substantially similar thereto as approved by Novus Global in writing:

> *"In the event this coaching engagement terminates before the Conversion Date due to cancellation of your coach's franchise agreement, you will receive written notice within five (5) business days. Any prepaid amounts for undelivered sessions will be refunded to you within fifteen (15) business days, unless your coach notifies you that they intend to fulfill those sessions independently under a separate arrangement."*

4.2 Branding During Catalyst. During the Coach Catalyst period, Franchisee shall not use the Novus Global® name, marks, logos, or other intellectual property of Novus Global in any client-facing communications, agreements, invoices, or marketing materials. Franchisee shall identify themselves to clients as: "[Coach Name], a coach enrolled in the Institute for Meta Performance's Coach Catalyst program," or such other designation as Novus Global may approve in writing.

4.3 Conversion on Commencement Date. Upon Franchisee's Commencement Date:

(a) All existing client agreements signed during the Coach Catalyst period convert automatically to Franchisee's Novus Global franchise entity, without requiring new client signatures;

(b) Novus Global will provide written notice to all affected clients within five (5) business days of the Commencement Date, confirming the conversion and identifying Franchisee's franchise entity as the contracting party going forward;

(c) The Payment Clearinghouse continues to process all client payments without interruption, now operating under the Franchise Agreement rather than this Agreement. Institute Services Fees cease on the Commencement Date; and

(d) The Institute will have no further obligations under this Agreement following the Commencement Date. The Institute will remit to Franchisee any collected but undistributed client funds within fifteen (15) business days of the Commencement Date, net of all Institute Services Fees earned through the Commencement Date.

5. TERM AND TERMINATION

5.1 Term. This Agreement commences on the Effective Date and expires automatically on the earlier of:

(a) The "Commencement Date" — the date Franchisee's Designated Executive Coach completes the Business Operations Module and Foundations Intensive 1 of Foundations Training, as confirmed in writing by Novus Global or the Institute; or

(b) The date the Franchise Agreement is terminated or cancelled for any reason.

5.2 Automatic Termination. If the Franchise Agreement is terminated or cancelled for any reason — including Franchisee's election to cancel during the Catalyst Cancellation Window under the Franchise Agreement — this Agreement terminates simultaneously and automatically. No separate notice of termination of this Agreement is required.

5.3 Effect of Termination Before Commencement Date. If this Agreement terminates as a result of the termination or cancellation of the Franchise Agreement before the Commencement Date:

(a) Billing and Collection Ceases. The Payment Clearinghouse will immediately cease processing new client payments on Franchisee's behalf. The Institute has no obligation to assume billing, collection, or service delivery responsibilities following termination of the Franchise Agreement.

(b) The Payment Clearinghouse will remit to Franchisee any collected but undistributed client funds at the next standard distribution cycle occurring after termination, net of all Institute Services Fees earned through the termination date.

(c) Prepaid Amounts. Any prepaid amounts for undelivered sessions held by the Payment Clearinghouse as of the termination date will be refunded directly to the applicable clients within fifteen (15) business days, unless Franchisee notifies the Payment Clearinghouse in writing within five (5) business days of termination that Franchisee intends to fulfill those sessions independently and will arrange alternative billing. In that case, the Payment Clearinghouse will distribute the prepaid amounts to Franchisee, and Franchisee assumes sole responsibility for delivering the sessions and managing the client relationship going forward.

(d) Client Notification. Franchisee must notify all affected clients in writing within five (5) business days of termination that the Payment Clearinghouse arrangement has ended and describe how any prepaid amounts will be handled in accordance with Section 5.3(c).

(e) Marks. Franchisee shall immediately cease use of the Novus Global® name, marks, and intellectual property in all client-facing communications, invoices, agreements, and marketing materials upon termination of the Franchise Agreement. Nothing in this Section 5.3 authorizes continued use of the Marks.

5.4 Survival. Sections 3.4 (Non-Refundable), 5.3 (Effect of Termination Before Commencement Date), 6.2 (Indemnification by Franchisee), and 8 (General Provisions) survive termination of this Agreement.

6. INSURANCE AND INDEMNIFICATION

6.1 Ongoing Insurance Obligation. Franchisee shall maintain professional liability (errors and omissions) insurance meeting the requirements described in Section 1.1(b) throughout the full term of this Agreement. Franchisee shall provide updated proof of insurance upon request and shall notify the Institute and Novus Global within five (5) business days of any cancellation, lapse, or material reduction in coverage. Failure to maintain required insurance is grounds for immediate termination of this Agreement by the Institute.

6.2 Indemnification by Franchisee. Franchisee shall indemnify, defend, and hold harmless the Institute, Novus Global, and their respective affiliates, members, managers, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

(a) Coaching services provided by Franchisee to clients during the term of this Agreement;

(b) Any breach by Franchisee of this Agreement or the Franchise Agreement;

(c) Any claim by a client arising from Franchisee's coaching services or conduct;

(d) Franchisee's failure to maintain required insurance coverage; or

(e) Franchisee's handling of client notifications or prepaid amounts following termination under Section 5.3.

6.3 Limitation of Institute Liability. The Institute's obligations under this Agreement are limited to technology access and operational support as described in Section 2. The Institute is not liable for the quality, outcomes, or results of Franchisee's coaching services, for the processing of client payments (which is the responsibility of the Payment Clearinghouse), or for any client claims arising from termination of this Agreement.

7. RELATIONSHIP OF PARTIES; THIRD-PARTY BENEFICIARY

7.1 Independent Contractors. The Institute and Franchisee are independent contractors. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the parties.

7.2 Third-Party Beneficiary. Novus Global Franchising, LLC is an intended third-party beneficiary of this Agreement with independent rights to enforce its terms, including but not limited to the branding

restrictions in Section 4.2, the client agreement requirements in Section 4.1, and the termination provisions in Section 5.

7.3 Franchise Agreement Controls. This Agreement is ancillary to and subordinate to the Franchise Agreement. In the event of any conflict between this Agreement and the Franchise Agreement, the Franchise Agreement controls. This Agreement does not modify, limit, or supersede any provision of the Franchise Agreement.

8. GENERAL PROVISIONS

8.1 Governing Law. This Agreement is governed by the laws of the State of Delaware, consistent with the Franchise Agreement, without reference to conflict of laws principles.

8.2 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the dispute resolution provisions of the Franchise Agreement, including mandatory mediation and binding arbitration before the American Arbitration Association in Los Angeles, California.

8.3 Notices. Notices under this Agreement shall be delivered in the same manner as provided in the Franchise Agreement. Notices to the Institute shall be addressed to: The Institute for Meta Performance, LLC, 251 South Lake Avenue, Suite 800, Pasadena, CA 91101, Attention: [Authorized Representative].

8.4 Entire Agreement. This Agreement, together with the Franchise Agreement, constitutes the entire agreement between the Institute and Franchisee with respect to the subject matter hereof and supersedes all prior discussions, representations, and understandings between the parties relating to such subject matter.

8.5 Amendment. This Agreement may not be amended except by a written instrument signed by both parties. Any amendment that affects Franchisee's obligations to Novus Global under the Franchise Agreement requires Novus Global's prior written consent.

8.6 Severability. If any provision of this Agreement is found to be unenforceable by a court or arbitrator of competent jurisdiction, the remaining provisions continue in full force and effect.

8.7 Waiver. No waiver of any provision of this Agreement is effective unless in writing. A waiver of any breach does not constitute a waiver of any subsequent breach.

8.8 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which constitutes an original and all of which together constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

THE INSTITUTE FOR META PERFORMANCE, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

Novus Global Franchising, LLC

EXHIBIT K

State Effective Dates and Franchise Disclosure Document Receipts

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	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, Doug Melder, David Miller, and Andrea Hyre at Novus Global Franchising, LLC, 251 South Lake Avenue, Suite 800, Pasadena, CA 91101, phone (201) 252-7112, and Joseph King Barkley and Joseph Thompson at the Institute for Meta Performance, 251 South Lake Avenue, Suite 800, Pasadena, CA 91101, phone (201) 252-7112. We have inserted the name and address of any other franchise seller below (we attach additional pages if necessary):

_____

Issuance Date: May 6, 2026

See Exhibit A for Novus Global Franchising, LLC's registered agents authorized to receive service of process.

I have received a disclosure document dated May 6, 2026 that included the following Exhibits:

A. State Administrators / Agents for Service of Process
B. Franchise Agreement
C. Financial Statements
D. Brand Standards Manual Table of Contents
E. Form of General Release
F. Compliance Questionnaire
G. State-Specific Addendum
H. Confidentiality and Non-Compete Agreement
I. List of Franchisees
J Catalyst Services Agreement
K. 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, 251 South Lake Avenue, Suite 800, Pasadena, CA 91101.

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, Doug Melder, David Miller, and Andrea Hyre at Novus Global Franchising, LLC, 251 South Lake Avenue, Suite 800, Pasadena, CA 91101, phone (201) 252-7112, and Joseph King Barkley and Joseph Thompson at the Institute for Meta Performance, 251 South Lake Avenue, Suite 800, Pasadena, CA 91101 , phone (201) 252-7112. We have inserted the name and address of any other franchise seller below (we attach additional pages if necessary):

_____

Issuance Date: May 6, 2026

See Exhibit A for Novus Global Franchising, LLC's registered agents authorized to receive service of process.

I have received a disclosure document dated May 6, 2026 that included the following Exhibits:

A. State Administrators / Agents for Service of Process
B. Franchise Agreement
C. Financial Statements
D. Brand Standards Manual Table of Contents
E. Form of General Release
F. Compliance Questionnaire
G. State-Specific Addendum
H. Confidentiality and Non-Compete Agreement
I. List of Franchisees
J. Catalyst Services Agreement
K. 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, 251 South Lake Avenue, Suite 800, Pasadena, CA 91101.