FRANCHISE DISCLOSURE DOCUMENT

Right Left Franchise Group LLC
a Delaware limited liability company
2234 N. Federal Highway, Suite 1083
Boca Raton, FL 33431
Telephone: (949) 282-9758
E-mail: marketing@rightleftagency.com
Website: www.rightleftagency.com

RIGHT LEFT AGENCY

As a franchisee, you will operate an online marketing business under the name "Right Left Agency".

The total initial investment necessary to begin operation of the Right Left Agency business ranges from $33,200 to $64,500. This includes $25,000 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 governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Alexandra Pujji, CEO and Co-Founder, Right Left Franchise Group LLC at 2234 N. Federal Highway, Suite 1083, Boca Raton, FL 33431 or by telephone at (949) 282-9758 or by email at alex@rightleftagency.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise,"* which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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: September 20, 2022

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about unit 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 and Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor and at the franchisor's direction; Item 7 lists the initial investment to open, and Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Right Left 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 Right Left Agency franchisee?	Item 20 or Exhibit E lists current or 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 your franchise is losing money.

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. 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 Florida than in your own state.

2. **Mandatory Minimum Payments**. You must make minimum royalty, advertising, and other payments, regardless of your sales levels. You inability to make the payments may result in termination of your franchise and loss of your investment.

3. **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.

4. **General Financial Condition**. The Franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the Franchisor's financial ability to provide services and support to you.

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

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

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection 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 such failure.

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

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

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

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

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

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

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

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
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
P.O. Box 30755
Lansing, Michigan 48909
Telephone Number: (517) 335-7632

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

The franchisor is Right Left Franchise Group LLC. To simplify the language in this disclosure document (the "**Disclosure Document**"), Right Left Franchise Group LLC is referred to as "**Franchisor**," "**us**," "**we**," or "**our**" and the person or entity who is considering the franchise is referred to as "**Franchisee**," "**you**" or "**your**". If you are a corporation, partnership, or other legal entity, the word "**you**" or "**your**" will apply to your shareholders, members, partners, officers, managers, and directors.

The Franchisor

We are a Delaware limited liability company formed on March 24, 2022. Our principal place of business is 2234 N. Federal Highway, Suite 1083, Boca Raton, FL 33431. We do business under the name "**Right Left Agency**" and such other trade names, trademarks and logos that we may designate or authorize from time to time (the "**Marks**"). We commenced offering Right Left Agency franchises as of the date of this Disclosure Document. We have never offered any other franchises in any other line of business. We are not currently engaged in any other business activity.

Our Predecessors, Parents and Affiliates

Our affiliate, Spectrum Marketing Solutions, LLC, a California limited liability company which has its principal place of business at 226 South 2nd Street #2, Brooklyn, NY 11211, has operated a Right Left Agency since 2015. Our Chief Executive Officer and Co-Founder Alexandra Pujji and our President and Co-Founder Courtney Wasserburger have an ownership interest in this affiliate. Spectrum Marketing Solutions LLC has never offer franchises in this line or any other line of business.

We do not have any parent, predecessors or other affiliates required to be included in this item except as provided above.

Agents for Service of Process

Our agent for service of process is listed in Exhibit A.

The Business We Offer

We offer you the right to own and operate an online marketing agency franchise (an "**Agency**" or "**Franchised Business**") which offers customers a variety of digital marketing and advertising services, including but not limited to social media management, search advertising, social media advertising, web development, email marketing, content creation, and search engine optimization under the Marks. An Agency operates under a system using certain business processes, technologies, trade secrets, contracts, knowledge, know-how, trade names, service marks, trademarks, logos, emblems, trade dress and other intellectual property; standards and specifications for operations and management control; training; and advertising, marketing, promotional and sales programs which may be changed, discontinued, improved, modified and

further developed by us from time to time (the "**System**").

The Franchise Agreement

We offer the right to own and operate an Agency under our standard form franchise agreement (the "**Franchise Agreement**"). The Franchise Agreement attached as Exhibit B. You must operate your Agency according to (a) our standards, specifications, techniques, and procedures that we designate for developing, operating, and managing an Agency, all of which we may periodically change, improve, and further develop and (b) our standards and procedures set out in our confidential operation manuals. We will lend you a copy of the operation manuals for the duration of the Franchise Agreement.

Market and Competition

The market for marketing agencies is competitive and well-developed. You will have to compete with national marketing agencies, freelance individuals and other franchise companies. You may also encounter competition from other Right Left Agencies. Your Agency should operate year-round although sales volumes may vary due to seasonality, which may be more pronounced in certain marketing areas. You will face other business risks that could have an adverse effect on your Agency, including changes in supply and demand, demographics, new technologies and competition that provides related services. The ongoing effects of the COVID-19 global pandemic and changes in local and global economic conditions could cause a decrease in the demand for services. The impact on your business due to economic conditions are difficult to predict.

Industry Specific Laws

In addition to laws and regulations that apply to business generally, your Agency will be subject to various federal, state and local governmental regulations including the Payment Card Industry Data Security Standard ("**PCI DSS**"). PCI DSS is an information security standard for organizations that handle branded credit cards from the major card schemes. You will be required to comply with the PCI DSS. You must also comply with data privacy laws that affect the safekeeping of client information, and regulations that apply to electronic marketing, like faxes, emails, text messaging and telemarketing including the CAN-SPAM Act, which set the rules for commercial email, establishes requirements for commercial messages and gives the recipients the right to stop messages.

There are also state and federal laws and regulations that apply to credit transaction marketing, such as the Federal Truth in Lending Act, and various other credit related statutes including the Equal Credit Opportunity Act and Fair Debt Collection Practices Act. These laws and regulations vary from state to state and may affect your Agency.

Your Agency will be subject to various employment regulations concerning wage rates, mandated employee benefits, employment taxes, worker safety, unemployment compensation, discrimination, sexual harassment, employment and wage and hour laws, worker's compensation and unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. You are responsible for complying with these

applicable laws, rules and regulations, as well as with all local, state and federal laws of a more general nature, which affect the operation of your Franchised Business. You should consult with your attorney concerning those and other local laws and ordinance that may affect your Agency. Before signing the Franchise Agreement, we recommend that you engage an attorney or other professional advisor to assist you in both determining what laws, ordinances and regulations may affect your Agency. It is solely your responsibility to comply with all applicable laws and regulations, and to obtain and keep in force all necessary licenses and permits required by public authorities.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer: Alexandra Pujji

Alexandra Pujji has served as our Chief Executive Officer since our inception remotely from Brooklyn, New York. From June 2015 to present Alex founded and began operating our affiliate Spectrum Marketing Solutions LLC d/b/a Right Left Agency remotely in Brooklyn, New York. Alex also served as the Marketing Director for Pinspiration Franchise Group, LLC, a do-it yourself arts and crafts franchise business located in Boca Raton, Florida from June 2018 through September 2022.

President: Courtney Marie Wasserburger

Courtney Wasserburger has served as our President since our inception remotely from Winchester, Massachusetts. Courtney also serves as the Chief Executive Officer of Spectrum Marketing Solutions LLC d/b/a Right Left Agency remotely in Winchester, Massachusetts from August 2021 to present. From January 2018 to July 2021, she served as the Account Director for Spectrum Marketing Solutions LLC leading operations and training based in Costa Mesa, California. From November 2017 to January 2021, Courtney served as an Account Manager for Spectrum Marketing Solutions LLC remotely in Winchester, Massachusetts.

Director of Paid Media: Richard James Muskett

Richard Muskett has served as our Director of Paid Media since our inception remotely from Dunedin, New Zealand. He also serves as the Director of Paid Media for our affiliate, Spectrum Marketing Solutions LLC since January 2022 remotely in Dunedin, New Zealand. From April 2021 to December 2021, Richard served as a Media Buyer for our affiliate Spectrum Marketing Solutions LLC in Dunedin, New Zealand. Prior to his position with our affiliate, from December 2020 through present, Richard worked as a freelancer for RM Marketing in Dunedin, New Zealand. From March 2016 through June 2020, Richard served as an Operations Team Leader for Praxair PST, an aerospace engineering company in Weston Super Mare, England.

Creative Director: Camille Anne Lee Ferreol

Camille Ferreol has served as our Creative Director since May 1, 2022. She also serves as the Associate Creative Director for our affiliate, Spectrum Marketing Solutions LLC since January

2022 remotely in Somerville, Massachusetts. From July 2021 to April 2022, she served as Creative Lead for our affiliate Spectrum Marketing Solutions LLC d/b/a Right Left Agency remotely in Somerville, Massachusetts. From January 2021 to June 2021, Camille was a Senior Creative Strategist for Polyphonic Collective, a digital marketing company in Boston, Massachusetts. She also served as a Creative Strategist for Polyphonic Collective from June 2019 to January 2020 and an Associate Creative Strategist for Polyphonic Collective from June 2018 to June 2019 in Boston, Massachusetts. Prior to June 2018, Camille was a student in an accelerated master's program at Clark University in Worcester, Massachusetts.

Business Development Manager: Jordan Stanley McVicker

Jordan McVicker has served as our Business Development Manager since September 2022 remotely in Denver, Colorado. He also serves as the Business Development Manager for our affiliate, Sepctrum Marketing Solutions LLC remotely from Denver, Colorado from September 2022 to present. In addition to his position with us, from September 2020 to present, Jordan is a loan officer for Highlands Residential Mortgage a direct lender in Denver, Colorado. Prior to that, from April 2020 to September 2020 he was a loan officer with SWBC Mortgage in Denver, Colorado. From March 2019 to April 2020, Jordan was a sales project planner for Vivax Pro Painting, an exterior paint contractor in Denver, Colorado. From April 2018 to March 2019, he was a bartender at College Inn/Lil Pub Company in Denver, Colorado. From March 2017 to April 2018, Jordan was a solution specialist for Reynolds and Reynolds, an auto sales software company in Denver, Colorado.

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

The initial franchise fee for a single Agency is $25,000 (the "**Initial Franchise Fee**"). The Initial Franchise Fee is paid in a lump sum when you sign the Franchise Agreement and is uniform and non-refundable.

Reduction of Initial Franchise Fee for Veterans of the U.S. Armed Forces

If you or your spouse are a veteran of the U.S. Armed Forces qualified under the International Franchise Association's VetFran Program, we will reduce the Initial Franchise Fee for your first

Agency by $3,000 from the then-current Initial Franchise Fee.

ITEM 6
OTHER FEES

Fee	Amount	Due Date	Notes
Royalty Fee	The greater of (i) 8% of Gross Revenue (Note 1); or (ii) $400 per month	Due weekly on Monday for the previous week.	You must pay this fee directly to us. We reserve the right to change payment terms and due dates in our discretion. (Note 2)
System Marketing Fund Contribution (Note 3)	2% of Gross Revenue	Due weekly on Monday for the previous week.	You must pay this fee directly to us. We may from time to time change the rate or rates required to be paid by you as a System Marketing Fund Contribution. We reserve the right to change payment terms and due dates in our discretion.
Technology Fee (Note 4)	Up to $3,000 per year	Annually	You will pay us this fee once a year which may be changed in our sole discretion.
Alternative Supplier Evaluation Fee (Note 5)	$1,500 plus our expenses	Upon demand	This cost covers the evaluation of new suppliers for products and services you propose to us.
Transfer Fee (Note 6)	No fee is charged to you; however the buyer must pay 75% of the then-current Initial Franchise Fee if buyer is a new franchisee; or 25% of the then-current Initial Franchise Fee if buyer is an existing franchisee	At time of transfer	You may not transfer your Agency or its assets without our prior written consent. The Transfer Fee is due at the time of transfer and is not refundable.
Mystery Shopper Program	Payment of our costs	Upon demand	If we establish a mystery shoppers' program, you must reimburse us all fees and costs we incur in connection with a mystery shopper engagement with your Franchised Business. We may require you to pay the mystery shopper company

Fee	Amount	Due Date	Notes
			directly or to reimburse us.
Interest	The lesser of: (i) 1.5% per month; or (ii) maximum amount permitted by applicable law (the "**Default Rate**")	As incurred	Due on all overdue amounts not received by us on the due date shall incur interest charges.
Late Fee	The greater of: (i) 5% of the amount due; or (ii) $100	As incurred	Due on each occurrence that you fail to make a timely payment to us or fail to provide a report as requested.
Insufficient Funds Fee	$100	As incurred	Due if you have insufficient funds in your designated bank account to cover a payment or if any other payment instrument you use is rejected for insufficient funds.
Additional Training Fee (Note 7)	$500 per day per person, plus expenses	Upon demand	Your Initial Franchise Fee covers initial training for three people.
Audit Fee (Note 8)	Cost of audit plus interest at Default Rate	Upon demand	Due if the audit or any other inspection should reveal that any payments to us have been underpaid or for your failure to provide any required report. You shall reimburse us for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and accounting and attorneys' fees).
Indemnification (Note 9)	Will vary	As incurred	You must indemnify and reimburse us for all costs, fees and damages if we are sued or held liable in any case having to do with the operation of your Agency or your breach of the Franchise Agreement.
Attorney's Fees and Costs	All costs including reasonable attorney's fees and related costs	Upon demand	You will reimburse us for all costs, including reasonable attorneys' fees, as a result of your default and to enforce

Fee	Amount	Due Date	Notes
			and/or terminate the Franchise Agreement whether you are defaulted or terminated or not.
Reimbursement of Insurance Costs	Our expenses plus a 10% administrative fee	Upon demand	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us. You will pay a 10% administrative fee to account for our costs in obtaining your insurance.
Charitable Donation Fund (Note 10)	0.25% of Gross Revenue	Weekly	We will establish a Charitable Donation Fund that will be used to support a charity or charities that support small businesses and entrepreneurship in developing countries.
Referred Business Fee (Note 11)	10% of Gross Revenue of the Referred Business Account	Upon payment by client	If we refer you a potential client, and you choose to send a proposal to that client and the client accepts the proposal, we will collect a 10% commission on the Gross Revenue from that Referred Business Account
Liquidated Damages	Amount equal to the average Royalty Fees for the last 12 months (or shorter period, if the Franchised Business has been in operation less than 12 months), multiplied by: 18 or the number of months remaining in the term, whichever is less	Upon demand	We may require you to pay us this amount in the event you terminate the Franchise Agreement without cause or we terminate the Franchise Agreement for cause.
Conference Fee	$500 per person	Prior to the conference	We may hold an annual franchisee conference devoted to training and plans for the future of Right Left Agency, which you will be required to attend. Additionally, you must pay for your representatives' salaries and benefits, and for their travel,

Fee	Amount	Due Date	Notes
			lodging, and meal expenses.
Management Fee	10% of Gross Revenue	As incurred	Due when we (or a third party) manage your Agency after your managing owner's death or disability, or after your default or abandonment.
Zoom Software Fee	$30 per user per month	As incurred	You will be required to have Zoom phone and meeting software. Monthly cost may vary based on third-party vendor.
Remote Mailbox Fee	$30 per month	As incurred	You are required to have a virtual mail service. Monthly cost may vary based on third-party vendor.
Calendly Software Fee	$12/user/month	As incurred	You are required to have Calendly business communication software. Monthly cost may vary based on third-party vendor.

NOTES

Note 1. Gross Revenue and Payment Terms: All fees expressed in percentages are calculated by multiplying the percentage stated by the total monthly Gross Revenue of your Agency. All fees due to us shall be payable to us by direct deposit from franchisee's account or in another form or manner approved by us. "**Gross Revenue**" means all sales made, and revenues you receive from the operation of the Franchised Business (whether in the form of cash, check, credit or debit card, barter exchange, trade credit or other credit transactions) including any payments under your business interruption insurance coverage, percentage fees, per transaction fees, sales commissions and or other costs paid from sales or deducted from sales by a vendor, such as a third party referral service, payment processing service or a commissioned salesman, deducting only amounts paid to any governmental tax authority and any customer refunds made in accordance with our policy. We shall have direct access to your Computer System, which shall provide us up-to-date Gross Revenue information. However, if requested by us, you shall deliver to us electronically a signed and verified statement of Gross Revenue ("**Gross Revenue Report**") for each time period on the 15th of each month. All fees and other amounts due to us shall be paid through a designated bank account. You must allow us to debit your account through the Automated Clearing House ("**ACH**") system or any other means of electronic funds transfer. In the event that you fail to provide adequate revenue data, we may withdraw an amount equal to the amount withdrawn from the prior week, which shall be adjusted once you provide accurate revenue data. The ACH form you are required to fill out is attached as Schedule D to the Franchise Agreement. You shall make

deposits to the designated bank account sufficient to cover amounts owed to us prior to the date such amounts are due. You shall not close your designated bank account without our written consent.

Note 2. Royalty Fee: This fee is the greater of: (i) 8% of your Gross Revenue; or (ii) $400 per month (the "**Royalty Fee**") as calculated every Monday for the Gross Revenue from the previous week (defined as Monday through Sunday) for the entire term of the Franchise Agreement and all subsequent terms. The Royalty Fee obligation begins immediately on the first day your Agency is open for business. If you have not met the minimum $400 per month Royalty Fee by the last week of the month, we reserve the right to deduct the amount necessary to meet this threshold. We reserve the right to change the time and manner of payment of your Royalty Fee at any time upon written notice to you. Royalty Fees and all fees paid to us are non-refundable.

Note 3. System Marketing Fund: You must contribute 2% of Gross Revenue each week during the term of the Franchise Agreement and all subsequent terms to a System Marketing Fund (the "**System Marketing Fund Contribution**"). The payment of the System Marketing Fund Contribution is due every Monday for the Gross Revenue from the previous week, (defined as Monday through Sunday) for the duration of your franchise term. We may raise, discontinue, or reduce your required contribution at our sole discretion by providing advanced written 30 days' notice to you. You shall pay the System Marketing Fund Contribution at the same time, and on the same terms, as the Royalty Fee. The System Marketing Fund is defined and discussed in Item 11.

Note 4. Technology Fee: You will pay us this annual fee to maintain the System website, email marketing, web hosting, training software and any other technology based services we provide to you.

Note 5. Alternative Supplier Evaluation Fee: You will be required to obtain our written approval for any vendor, supplier, or products that you wish to use in the operation of your Agency (as described in Item 8), and you will be charged an assessment fee for the examination of any product, vendor, or supplier submitted to us for approval. This $1,500 fee plus our expenses for any single product, vendor, or supplier you wish to offer, use, and/or substitute in your operation of the Agency. We may waive these fees at our sole and absolute discretion if the equipment, products, vendors and/or suppliers you select meet our requirements, and are added to our approved list of equipment, products, vendors and/or suppliers for all franchise locations. We will make every effort to process our evaluation within 6 months of your request.

Note 6. Transfer Fee: The term "transfer" means any of the following: the sale of the assets of your Agency; the sale, assignment, or conveyance of your stock, membership interest, membership units, or partnership units to any third party; or the placement of your assets, stock, membership interest, partnership units, or membership units of your business into a business trust.

Note 7. Additional Training: You will pay this fee if you request initial training for additional or replacement personnel or if your personnel cannot attend the initial training at the same time. You will also pay this fee we determine that additional training is required or if we agree to conduct additional training or provide additional you with operations assistance at your request. If the training or operations assistance requires our trainers to travel, you must also reimburse us for our

cost for travel, lodging and food expenses. You must pay this to us before we provide the additional training or operations assistance.

Note 8. Audit Fee: We will assess audit fees against you if you fail to provide us reports, supporting records, or any other information we require under the Franchise Agreement; or if you understate (or if we have reason to believe you understated) Gross Revenue or underpay any fees due to us.

Note 9. Indemnification: You must protect, defend, indemnify and hold us and our affiliates and representatives harmless against claims, lawsuits, damages or losses of any kind arising out of your operation of your Agency. This indemnification includes claims related to the sale or transfer of your franchise, any default under the Franchise Agreement, and for costs associated with defending claims that you used our Marks in an unauthorized or illegal manner. You must pay for any and all damages, legal fees, enforcement or collection costs, and/or any other costs assessed against us in any proceeding related to your Agency.

Note 10. Charitable Donation Fund: We will collect ¼ of 1% of Gross Revenue from your Agency and deposit that amount into a Charitable Donation Fund that will be used to support a charity or charities that support small businesses and entrepreneurship in developing countries. We may use invest in a license agreement or sponsorship agreement with a specific charity and the trademark or logo of said organization may be used in future branding and marketing efforts.

Note 11. Referred Business Fee: If we refer you a client, and you choose to send a proposal to that client and the client accepts the proposal, we will collect 10% of Gross Revenue as a commission on that referred client. It is in your discretion to accept the client or not. If you choose not to accept the client, we may refer the client to another franchisee or our affiliate.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type Of Expenditure	Amount (Low-High Range)	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee (Note 1)	$25,000	Lump sum	Upon signing your Franchise Agreement	Us
Office Furniture/Equipment (Note 2)	$0 - $1,000	As incurred	Before opening	Vendors

Type Of Expenditure	Amount (Low-High Range)	Method Of Payment	When Due	To Whom Payment Is To Be Made
Training Expenses (Note 3)	$0 - $3,000	As incurred	As incurred	Hotels, Airlines, etc.
Computer Equipment (Note 4)	$0 - $2,500	As incurred	As incurred	Vendors
Initial Grand Opening Marketing (Note 5)	$2,500 - $5,000	As incurred	Within 60 days of training	Vendors
Business Licenses and Permits (Note 6)	$1,000 - $5,000	As incurred	As incurred	Vendors
Professional Fees (Note 7)	$400 - $2,000	As incurred	As incurred	Vendors
Insurance Deposits and Premiums (3 months) (Note 8)	$1,300 - $3,000	As incurred	As incurred	Insurance Carriers
Additional Funds (3 months) (Note 9)	$3,000 - $18,000	Varies	As incurred	Varies
Total Estimated Initial Investment (Note 10)	**$33,200 - $64,500**			

NOTES

Note 1. Initial Franchise Fee: You must pay us a $25,000 Initial Franchise Fee if you purchase one Agency. You must pay the Initial Franchise Fee in full when you sign the Franchise Agreement. The Initial Franchise Fee is non-refundable and fully earned when paid.

Note 2. Office Furniture and Equipment: You may need to purchase office furniture or

equipment for your home office or shared office space. The low end of estimate range contemplates that you may already have the necessary furniture needed. The high end of the range assumes you will need to purchase furniture or equipment.

Note 3. Training Expenses: The cost of initial training for up to three people at the same time is included in the Initial Franchise Fee. However, we may charge you our then-current additional training fee to train additional people or to conduct initial training at different times. You will be responsible for all travel and living expenses for you and anyone else required to attend training. If applicable, you will be responsible for your employees' wages while they are training. The costs will vary depending on the distance traveled, choice of accommodations and travel arrangements, and other related factors. See Item 11 for more information on the training program we offer.

Note 4. Computer Equipment: This estimate includes the cost of one laptop computer and related equipment and software. This expense will not need to be incurred if you already have a sufficient laptop that meets our standards.

Note 5. Initial Grand Opening Marketing: You must spend $2,500 to $5,000 within 60 days of your completion of the initial training program utilizing promotional elements we require. We must approve all grand opening marketing before it is conducted. At our request, you shall give us the money for your grand opening and we will conduct it on your behalf.

Note 6. Business Licenses and Permits: You must obtain a general business license, if applicable in your state. This estimate may vary based on the requirements of state or local government agencies. You must consult your attorney regarding licensing and permitting requirement in your state or municipality.

Note 7. Professional Fee: This estimate is representative of the costs for engagement of professionals such as attorneys and accountants for the initial review and advisories consistent with the start-up of a Franchised Business. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this Disclosure Document and the Franchise Agreement. It is also advisable to consult these professionals to review any other contracts that you will enter into as part of starting your Franchised Business.

Note 8. Insurance: You must obtain certain insurance included in Item 8. Factors that may affect your cost of insurance include the location of your Franchised Business, the number of employees you have and other factors. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

Note 9. Additional Funds: These expenses are additional funds you may need to spend during the initial phases of the business including staff salaries, marketing, insurance premiums, and normal operating expenses. This estimate includes wages for employees but does not account for a salary or draw for you or your Operating Principal. This estimate does not include Royalty Fees or System Marketing Fund Contribution payments due to us. If you choose to lease a commercial office or co-working space, you may need additional funds. New businesses often generate a negative cash flow. We have not provided for capital or other reserve funds necessary for you to reach "break-

even", "positive cash flow" or any other financial position. We cannot and do not guarantee when or if your Agency will break even. We do not furnish, nor do we authorize our salespersons or anyone else to furnish estimates as to those amounts. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business, which we calculate to be approximately three months. Your sales level and credit history will impact your cash flow and the amount of working capital and additional funds that you may need during this start-up phase. These costs are only an estimate, however, and there is no assurance that additional working capital will not be necessary during this start-up phase or after. We base our estimate of these Additional Funds on our affiliate's experience operating a Right Left Agency.

Note 10. General: The cost estimates assume you are working remotely and not leasing space. Your costs may be more or less depending on your management abilities, experience and business acumen, local economic conditions, and your actual sales. In formulating these estimates, we have relied on the initial development costs of our affiliate's Right Left Agency business. All expenses paid to us or our affiliates are non-refundable. We will not finance any part of the initial investment. These figures are estimates only, and we cannot and do not guarantee that you will not have additional expenses in starting this business. We recommend you review these figures carefully with your business advisor.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Services and Products

You must establish and operate your Agency in compliance with your Franchise Agreement and the standards and specifications contained in the Brands Standard Manual (the "**Manual**"). In order to maintain the reputation, goodwill, high standards, quality and uniformity of the System, the Franchise Agreement restricts the vendors you can utilize in establishing and operating your Franchised Business.

We will provide you with a list of approved manufacturers, suppliers, vendors and distributors ("**Approved Suppliers**") and approved software, equipment, stationery, supplies and other items or services necessary to operate your Agency. We have the right to require some items to be purchased from us or our affiliates. We reserve the right to designate us or our affiliates as the exclusive supplier of any of the products or services required to be used in your Agency. Some items can only be purchased by Approved Suppliers, and in certain instances, we may designate an Approved Supplier as an exclusive source for products needed to operate your Franchised Business. We do not make any express or implied warranties for any products or services that we recommend for your use. We and our affiliates reserve the right to derive revenue from Approved Suppliers. No Franchisor officer owns an interest in any Approved Suppliers.

You must use in the operation of your Agency, and in the offer and sale of the services we approve, only those techniques, procedures, software, equipment and supplies we specify. You must offer all, and only such, services as we approve from time to time. We may require that you, at your expense, enter into agreements with Approved Suppliers. We may change any of our requirements periodically. You must obtain our written approval before making any changes to your Agency

and before modifications to or replacements of equipment, computer hardware, proprietary software, generic software, or other items.

You are required to use specific bookkeeping, project management, proposal, graphics, and other software. In addition, we or our affiliate may develop or specify proprietary computer software that we will require you to use in your business. If we do so, you may be required to sign a license agreement with us or our affiliate and pay license fees for the use of the software.

You may either conduct accounting yourself or hire a bookkeeper or accountant to provide accounting services using a Quickbooks Online accounting software (or another required accounting and bookkeeping software) that is contracted through us. This online accounting system allows us to establish your account under our umbrella, have access to and review your accounting and requires adhesion to a mandatory chart of accounts; which may be changed from time to time. Your records and reports that you provide to us must comply with our accounting and reporting standards, as described in the Manual. If you do not meet our accounting and reporting standards, we may require you to hire an accounting firm we approve.

Marketing and Promotional Materials; Items Bearing our Marks

You must purchase from us or our Approved Supplier all marketing, advertising, and promotional materials, including business cards, stationery, brochures, flyers, postcards, posters, advertisement templates, and any other promotional or business marketing tools we use, or might use, as a part of the System. Any items, including all merchandise and any promotional items, which bear or include our Marks, must be purchased from us, or our Approved Supplier to ensure brand consistency within the System.

Required Purchases as a Proportion of Costs

It is estimated that all your initial expenditures from us, our affiliates, or the vendors that we specify and/or approve, including the Approved Suppliers that meet our standards and specifications, will represent approximately 3% to 13% of your total initial purchases. It is anticipated that during the operation of your Agency, required purchases from us, our affiliates or the vendors that we specify or approve (not including rent, royalties, or labor costs) are estimated to be approximately 0% to 20% of your total monthly purchases.

Revenue from Required Purchases

We may derive revenue or other material consideration from required purchases or leases by you. We were not in business before the date of this Disclosure Document and, thus, have not derived any revenue as a result of franchisee purchases but we expect that we will receive revenues from such required purchases in the future.

Purchasing or Distribution Cooperatives

At this time, we do not have any purchasing or distribution cooperatives. We anticipate that we will negotiate purchase arrangements with suppliers for the benefit of our franchisees.

Approval of Alternative Suppliers

You may request our consent to use an alternative supplier or to add a supplier to our list of Approved Suppliers, and we may consider your request. In order to obtain our consent to an alternative supplier, you must satisfy the following conditions. We are not required to consent to suppliers you propose even if they meet these conditions.

1. You must send a written request to us and agree to pay our expenses in evaluating the proposed supplier, if applicable;

2. The supplier must demonstrate that it can supply an item or service meeting our specifications. This may mean providing us with work samples and/or demos, allowing us or our representatives to perform tests and inspect its product;

3. The supplier must demonstrate its financial soundness, reputation and the reliability of its product or service;

4. The supplier or provider must maintain the insurance coverage we require and must name both you and us as additional insureds with the right to notice before modification or cancellation of coverage; and

5. If the product or website will bear our trademark, we may require the supplier to sign a license agreement, which may include a royalty payment to us or our affiliate.

Our criteria for approving or revoking approval of suppliers includes: the supplier's ability to provide sufficient quantity of goods; quality of goods or services at competitive prices; production and delivery capability; our existing relationships with competitive vendors; and experience, dependability and general reputation. We generally will notify franchisees of our decision whether or not to consent to a supplier within 30 days. We may notify you that our consent to a supplier is revoked at any time. If we revoke consent to a supplier, you must immediately stop using that supplier. Suppliers must maintain our standards in accordance with our written specifications and any modifications.

Insurance

You must obtain the insurance coverage required by the Franchise Agreement and as we may periodically notify you from a carrier with a minimum rating of "A" by Best's Insurance Review. You must obtain our consent to the carrier you use. You must obtain coverage against all loss and liability from the operation of your Franchised Business, including errors and omissions insurance; worker's compensation coverage, including employer's liability, with limits as required by law; business interruption coverage, in the minimum amounts of $1,000,000 per occurrence and $3,000,000 in the aggregate; and cyber liability $1,000,000 per occurrence and $1,000,000 in the aggregate or such other limits and coverage as we may periodically require. The required coverage is subject to change. We and our affiliates must be named as an additional insured on all of the above policies, and we must receive at least 30 days' prior written notice from the insurer of any

changes to insurance coverage or default or termination of coverage. You must provide us with copies of endorsements and of all insurance policies written on your behalf related your Agency. If you fail to purchase and maintain any required insurance coverage or furnish satisfactory evidence of coverage to us, in addition to our other remedies (including without limitation declaring you in default of the Franchise Agreement), we may, but are not obligated to, purchase the insurance coverage for you. If we do purchase insurance on your behalf, you must pay us on our demand the amount of any premiums and reasonable expenses we incur in obtaining the insurance plus a 10% administrative fee. The failure to maintain insurance coverage at any time is a material default of the Franchise Agreement.

Purchase Arrangements

At this time, we have not negotiated purchase arrangements with suppliers for the benefit of franchisees, but we may do so in the future. We reserve the right to negotiate and collect rebates, commissions, promotional allowances, volume discounts, and other payments and/or benefits from all current and future suppliers of goods and services to our franchisees. We have the right to retain payments and benefits that we receive, including those based on purchases from the franchisees. As of the date of this Disclosure Document, neither we nor our affiliates have received revenues from any required purchases that you are required to make from vendors that we designate. We do not provide material benefits (such as renewal) to franchisees based on use of Approved Suppliers as of the date this Disclosure Document was issued, but we may do so in the future.

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 FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	1	11 and 12
b. Pre-opening purchases/leases	1, 4 and 5	7, 8 and 11
c. Site development and other pre-opening requirements	1	11

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
d. Initial and ongoing training	2	11
e. Opening	1	11
f. Fees	1, 2, 3, 4, 6, 8, 14, 15 and 16	5 and 6
g. Compliance with standards and policies/Manual	2	8, 11, 14 and 16
h. Trademarks and proprietary information	6 and 11	13 and 14
i. Restrictions on products/ services offered	4	8 and 16
j. Warranty and customer service requirements	4	16
k. Territorial development and sales quotas	1	12
l. Ongoing product/service purchases	4	8 and 11
m. Maintenance, appearance & remodeling requirements	4	8
n. Insurance	5	7 and 8
o. Advertising	10	6, 7 and 11
p. Indemnification	16	6

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
q. Owner's participation/ management/staffing	4	15
r. Records and reports	8	11
s. Inspections and Audits	9	6 and 11
t. Transfer	15	6 and 17
u. Renewal	1	6 and 17
v. Post-termination obligations	14	17
w. Non-competition covenants	12	17
x. Dispute resolution	17	17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your loan, lease, or obligations.

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

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

Pre-Opening Assistance

Before you open your Agency, we or our designee will:

1. Provide you with the initial training program described below. (FA Sec. 2A).

2. Provide you with opening assistance and guidance that we think is advisable, in our sole discretion, for up to two days before you start accepting clients. (FA Sec. 2B).

3. Provide to you one copy of the Manual. (FA Sec. 2C).

4. Provide you with assistance in planning and setting up your insurance, business software, and systems. (FA Sec. 4A).

5. Provide you with information regarding approved, required and preferred products, suppliers and services including the Approved Suppliers. (FA Sec.4B).

Continuing Obligations

During the operation of your Agency, we: or our designee will:

1. Provide you with any modifications to the Manual, as they are made available to franchisees, including supplier designation and updates to standards and specifications. (FA Sec. 2C).

2. Provide you with advice and guidance regarding the operation of the Franchised Business and provide ongoing support. (FA Sec. 2D).

3. May advise you on marketing and advertising issues and may periodically provide advertising materials. (FA Sec. 10A).

4. Approve or disapprove all advertising and marketing materials you propose to use. (FA Sec. 10C).

5. Provide additional and ongoing training as we deem necessary in our sole discretion. (FA Sec. 2A).

6. Administer the System Marketing Fund in the manner described in the Franchise Agreement. (FA Sec. 9A).

7. Hold periodic conferences, as we deem necessary, to discuss sales techniques, personnel training, bookkeeping, accounting, industry updates, performance standards, advertising programs and merchandising procedures. In the event that such conferences are held, we reserve the right to charge a fee for your attendance at the conference, and you must pay all of our or your travel and living expenses related to your attendance at the conference. We also reserve the right to charge you a penalty fee for failure to attend the conference. These conferences will be held at a location chosen by us. Attendance is mandatory. (FA Sec. 2.A).

Neither the Franchise Agreement, nor any other agreement, requires us to provide any other assistance or services to you during the operation of your Agency.

Site Selection:

Your Agency is designed to be operated as a remote business from your home office. However, you may choose to lease a commercial office or co-working space that meets our approval.

Opening

You may not open your Agency to the public until we issue a written approval authorizing your opening. We will not issue our approval, and you will be prohibited from opening your Agency if (a) your Agency has not been equipped in accordance with our standards and specifications, (b) you failed to successfully complete initial training, (c) in view of our management, we determine you and your employees are not prepared to open, or (d) you have not been given all the proper governmental approvals by the local authorities, if any. We estimate that the typical length of time between the signing of the Franchise Agreement and opening your Agency is three to four months. The Franchised Business must be open for business within eight months from the date of execution of the Franchise Agreement or we may terminate the Franchise Agreement.

Advertising Approval

Any advertising, promotion and marketing that you conduct with your own funds must be approved by us, completely clear, factual and not misleading and must conform to both the highest standards of ethical advertising and marketing. All advertising by you, in any medium, must be conducted in a dignified manner and must conform to our standards and requirements. You must obtain our prior written consent to any advertising and promotions prior to your use. You must submit such advertising materials to us at least 10 days before the date you wish to start using them. We will ordinarily provide you with our response (whether approval or disapproval) to the proposed plans or materials within 10 business days; but if we do not give our approval within 15 business days, we will have been deemed to disapprove the plans or material. Our approval does not: (a) constitute a determination that the advertising, promotions and marketing that you conduct complies with applicable laws and regulations or (b) provides assurance that such approved materials will be successful. You must consult your own advisors at your own expense. You will promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from us. Even if we have approved specified materials, we may later withdraw our approval if we reasonably believe it necessary to make the advertising conform to changes in our System or to correct unacceptable features of the advertising, including but not limited to any misrepresentation in the advertising material. All copyrights in and to marketing, advertising and promotional materials you develop (or that are developed for you) will become our sole property. You must sign the documents (and, if necessary, require your independent contractors to sign the documents) that we deem reasonably necessary to implement this provision.

Initial Grand Opening Marketing

You must spend $2,500 to $5,000 within 60 days of your completion of the initial training program utilizing promotional elements we require. We must approve all grand opening marketing before it is conducted. At our request, you shall give us the money for your grand opening and we will conduct it on your behalf.

Local Marketing

You are not required to do any local marketing but are permitted with our consent and approval. We shall have sole control over creative concepts, materials, and media used in local marketing programs, and the placement and allocation thereof. We do not warrant that any particular franchisee will benefit directly or pro rata from expenditures by its local marketing program. We do not warrant the success or effectiveness of any particular advertising/marketing program. We shall have the right to approve or disapprove all marketing and promotional materials that you propose to use.

Certain criteria will apply to the local marketing that you conduct. All of your local marketing must be professional and dignified, must conform to our standards and requirements, and must be conducted in the media, type, and format that we have approved. You may not use any marketing or promotional plans that we have not approved in writing. You must submit to us samples of all proposed plans and materials (unless, within the previous six months, we prepared or already approved the plans or materials). If you email us with your request for approval, along with all needed information, we will ordinarily provide you with our response (whether approval or disapproval) to the proposed plans or materials within ten business days; but if we do not give our approval within 15 business days, we will have been deemed to disapprove the plans or materials.

System Marketing Fund

You shall pay to us an amount equal to 2% of Gross Revenue per month as a System Marketing Fund Contribution. We may from time to time change the rate or rates required to be paid by you as a System Marketing Fund Contribution. We will maintain and administer the System Marketing Fund as follows:

1. We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet, or other media for advertisements and promotions. We do not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the System Marketing Fund. We are not obligated to spend any amount of System Marketing Fund Contributions on any particular franchise or in any particular franchisees general market.

2. We will use System Marketing Fund Contributions for producing, maintaining, administering and directing consumer advertising (including but not limited to the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities; hosting an Internet web page of similar activities; employing outside consultants or advertising agencies to assist therein; hiring a website management firm; providing promotional brochures; conducting market research; and providing other marketing materials to franchisees) on a national and/or regional level as we deem necessary or appropriate, in our sole discretion. We will maintain your contributions in a separate account from our funds. We will not use System Marketing Fund Contributions for any of our general operating expenses, except for our reasonable

administrative costs and overhead related to the administration of the System Marketing Fund. We may not use System Marketing Fund Contributions for the direct solicitation of franchise sales; however, we may mention the availability of franchises in all System Marketing Fund advertisements.

3. We shall attempt to use all contributions in the fiscal year they are made; however, if less than all monies in the System Marketing Fund are spent in the fiscal year in which they accrue, the money will remain in the System Marketing Fund to be spent in subsequent years. We will use any interest or other earnings of the System Marketing Fund before we use current contributions. We intend for the System Marketing Fund to be perpetual, but we have the right to terminate it if necessary. We will not terminate the System Marketing Fund until all contributions and earnings have been used for advertising and promotional purposes or we have returned your *pro rata* share. We were not selling franchises prior to this Disclosure Document and thus no monies were collected or spent last year from the System Marketing Fund.

4. The System Marketing Fund is not audited. The System Marketing Fund is not a trust, and we assume no fiduciary duty in administering the System Marketing Fund. Upon your request, we will provide you, within 120 days of our fiscal year end, a written statement for such fiscal period setting forth in brief detail the total amounts collected and disbursements made by us in connection with the System Marketing Fund. Agencies owned by us or our affiliates will contribute equally to the System Marketing Fund.

5. Except for salaries of marketing personnel employed by the Franchisor, we do not receive compensation for providing goods or services to the System Marketing Fund.

6. The System Marketing Fund is not and will not be our asset. Although the System Marketing Fund is intended to be of perpetual duration, we maintain the right to terminate the System Marketing Fund. The System Marketing Fund will not be terminated, however, until all monies in the System Marketing Fund have been expended for marketing purposes. If amounts are unspent in the System Marketing Fund at fiscal year-end, those amounts are carried over in the following year. Except as described above, we are not obligated to advertise.

Advertising Advisory Council and Advertising Cooperatives

As of the date of this Disclosure Document, we do not have any local or regional advertising cooperatives, but we may organize cooperatives in the future and require you to participate in them. If we require you to join a local or regional marketing cooperative (the "**Co-op**"), then you must: join the Co-op; participate with other franchisees in the Co-op's marketing programs; and pay your share of the Co-op's marketing expense. The Co-op's marketing expenses will be allocated among its members based on the number of participating franchisees or on some other reasonable basis as may be determined by the franchise advisory council, if established, or us. We or our designee will be responsible for administering the Co-op; however, we may delegate this authority to the franchise advisory council or some other committee of franchisees.

We do not currently have an advertising council composed of franchisees that advises us on advertising materials, but we may in the future. The Co-op will operate under written governing documents prepared by us or our designee, which will be made available to you upon reasonable request. An accounting of the operation of the Co-op will be prepared annually by the Co-op, at the Co-op's expense, and made available to Co-op members upon request. We have the right, in our sole discretion, to modify, merge or dissolve any Co-op upon written notice to its members; however, a Co-op will not be dissolved until all of the money in the Co-op has been spent for marketing purposes

Internet Marketing and Social Media Policy

You are restricted from establishing a presence on, or marketing on the Internet without our written consent. We have a website at the uniform resource locator (URL) www.rightleftagency.com that provides information about the Right Left Agency brand. We may provide you with a page on our website, where we will have contact information on your Agency. We retain the sole right to post content on our website and otherwise market on the Internet, including the use of other websites, domain names, social media accounts, URLs, keywords, linking, search engines (and SEO techniques), banner ads, meta-tags, marketing, e-commerce and co-branding arrangements. You may be requested to provide content for our Internet marketing efforts, and you must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, social media pages and in connection with linking, marketing, co-branding and other arrangements. We retain the sole right to approve any linking to, or other use of, the Right Left Agency website. You are not permitted to use a domain name containing "Right Left Agency" in the URL or any domain without our permission. You are not permitted to establish any social media page on any platform (including, without limitation, Facebook, LinkedIn, TikTok, Twitter, Instagram, Snapchat or any other social or professional networking blog).

Computer System

You must, at your sole cost, purchase, use, and maintain the hardware and software programs we designate for your Agency ("**Computer System**"). You must meet our requirements for the Computer System including without limitation, designated computer hardware and software; an electronic billing system; telephone, voice messaging, retrieval, and transmission systems for use at and between or among other Agencies; physical, electronic, and other security systems and measures; printers and other peripheral devices; archival back-up systems; and Internet access mode and speed. As of the date of this Disclosure Document, we require you to have a laptop computer and high-speed Internet access. We do not require you to have a specific Internet service provider. We estimate that the initial cost of your Computer System and related equipment will be $0 (if you already have a suitable laptop computer and the required software) to $5,000. In addition to the cost of your Internet service, we estimate your software cost will be $75 per month. You must follow all policies and procedures that we specify in the Manual or otherwise in writing with respect to the Computer System.

We may change the Computer system we require you to use at any time, which we will notify you of through notices we send you or in the Manual. You must comply with these requests or we can

terminate your Franchise Agreement.

Neither we nor our affiliates or any third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates to your Computer System. We may require you to maintain, repair, upgrade or update your Computer System to maintain compatibility with any software requirements, and there are no contractual limitations on the frequency or cost of your obligation to do so. We estimate that your annual cost maintain your Computer System will range from approximately $100 to $300.

You must afford us unimpeded independent access to your Computer System in the manner, form, and at the times we may request. We will have the right at any time to retrieve and use this data and information from your Computer System in any manner we deem necessary or desirable. We have the right to require you to use one or more designated telephone vendors. If we so require, you must use our designated telephone vendors for the phone service to your Agency. We may designate, and own, the telephone numbers for your Agency.

Any client lists or information compiled or amassed through your Computer System or otherwise, will be our proprietary property. You may not sell or use client lists or information for any purpose other than in connection with the operation of your Agency. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to your Agency and any other operations taking place through your Agency.

Training

Before opening your Agency, you (or if you are an entity, your Operating Principal) and your Account Manager, if you have hired one at that time, must attend and successfully complete, to our satisfaction, our initial training program we offer for our franchisees either remotely, in Brooklyn, New York, or at another Agency location. If you fail to complete training to our satisfaction within four months of signing the Franchise Agreement, we may terminate your Franchise Agreement.

Your Initial Franchise Fee includes training for up to three people at the same time. We may charge you our then-current additional training fee to train additional people or to conduct initial training at different times including when hiring an Account Manager, which is $500 per person per day. You will receive no compensation or reimbursement for services or expenses for participation in training. You will be responsible for all of your and your personnel's expenses to attend the training program, including any travel, lodging, wages, and food.

We may require you, your Operating Principal, Account Manager and your employees to attend up to five days of refresher training each year at a location we designate. We may charge a fee for this additional training at our then-current rate, which is $500 per person per day. Moreover, we may require franchisees to undergo, or franchisees may request, on-site or additional training or operations assistance over and above our normal course of training. We may also require you to attend sales training, a national business meeting, or a convention for up to three days each year. If we require you to attend refresher training or you request additional training or assistance, which

we agree to provide, you must pay a daily training rate per trainer and all of your own expenses in connection with training along with all of the trainer's travel expenses, if any. You will be responsible for all of your and your personnel's expenses such as travel, lodging and food for attending these events. You are responsible for training any managers and employees, including both full-time and part-time employees, but we may also require that we provide training directly if we determine that the training you provide does not meet our standards.

The subjects covered in the initial training program are described below:

TRAINING PROGRAM

SUBJECT	HOURS OF IN PERSON TRAINING	HOURS OF ON- THE-JOB TRAINING	LOCATION
Initial Training – Procedures, Software and Setup	25-40	0	Brooklyn, NY, other designated location, or virtually
Opening and Operating Your Agency	0	60-100	Your home office
Totals	**25-40 Hours**	**60-100 Hours**	

The amount of time allocated to the subjects listed above are approximations, and the time actually spent by you and your personnel may vary based on the experience and performance of those persons being trained including you or your Operating Principal's experience in the industry, job history, business acumen, and other related factors. We reserve the right to perform the training program in-person, online or on-the-job at your location, or at any location we deem appropriate in our sole discretion.

All training will be conducted by our CEO, Alexandra Pujji and/or her designees. Alexandra Pujji is our Co-Founder and CEO and has extensive experience with our brand and in the industry. Additional training may also be provided as needed. The principal instructional materials will consist of the Manual, marketing and promotional materials, videos, and other materials. The Table of Contents of the Manual, along with number of pages devoted to each section, is included as Exhibit C to this Disclosure Document. The Manual contains approximately 208 pages.

ITEM 12
TERRITORY

We do not offer territories, and we reserve the right to approve another Right Left Agency franchised business in a location in close proximity to your Agency. You will not receive an exclusive territory. You may face competition from other franchisees, from other outlets that we own, or from other channels of distribution or competitive brands that we control. Nor do you have any exclusive right to any particular market or customers.

We retain the right to conduct any business at any location, including: (a) the right to offer Right

Left Agency franchise businesses using our System and Marks to others; (b) the right to sell and distribute Right Left Agency services or products, directly or indirectly, and/or license others to sell and distribute them from any location; (c) the right to produce, license, distribute and market services and products bearing the Marks, including books, retail items, products, and apparel, among other things, at any location or any outlet, through any distribution channel, at wholesale or at retail, including by means of the Internet, mail order, direct mail advertising, delivery, and other distribution methods; (d) the right to develop, operate, and franchise others to operate, any business concept at any place, and use the Marks or any other trademarks owned, licensed, or developed by us or our affiliates in connection with those concepts; (e) the right to approve or disapprove other franchisee's requests to purchase local marketing anywhere including near your Agency; and (f) the right to merge with, acquire or be acquired by any business of any kind under other systems and/or other marks, which business may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services similar to Right Left Agency and our System through franchised or non-franchised businesses.

Our reserved rights may affect your ability to sell services. We do not grant any rights of first refusal to obtain additional franchise rights. In the future, we and our affiliates may acquire or develop additional business concepts that use different trademarks, and those business concepts may also be located near you. We do not have a method to resolve conflicts between you and other franchisees of other systems we control involving territory, customers, or franchisor support.

We may also negotiate regional or national accounts with individuals or companies that may refer a business opportunity to more than one Franchised Business. If we do so, you will be required to accept the terms of any regional or national account agreements that we negotiate.

ITEM 13
TRADEMARKS

We grant you the right to operate an Agency under the name "**Right Left Agency**" and other names we designate from time to time. Our affiliate, Spectrum Marketing Solutions, LLC, has the following registrations filed and awaiting registration on the United States Patent and Trademark Office ("**USPTO**") Principal Register:

Mark	**Serial Number**	**Filing Date**	**International Class of Goods**
Right Left Agency	97242512	January 27, 2022	35, 42
	97270485	February 16, 2022	35, 42
	97524951	July 28, 2022	35, 42

We do not have a federal registration for these trademarks as of the date of this Disclosure Document. Therefore, these trademarks do not have as many legal benefits and rights as federally

registered trademarks. If our right to use these trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

The trademark listed above is owned by our affiliate Spectrum Marketing Solutions, LLC. Pursuant to a license agreement between us and Spectrum Marketing Solutions, LLC, we have the exclusive right to license the use of the trademarks to others within the United States. The license granted to us is perpetual and can only be terminated if we misuse the trademarks or willfully allow our franchisees to misuse the trademarks. If the trademark license agreement is terminated or modified, you may have to change to an alternative trademark for your business, which may increase your expenses. Other than the license agreement with our affiliate, there are no agreements that limit our right to use or license the use of the trademarks.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and there are no pending infringement, opposition, or cancellation proceedings in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by us. There is no pending material federal or state court litigation regarding our use or ownership rights in the Marks. We know of no infringing or prior superior uses that could materially affect the use of the Marks.

You do not receive any rights to the Marks other than the right to use them in the operation of your Agency. You must follow our rules when you use the Marks. You must use the Marks as the sole trade identification of your Agency. You cannot use any Mark or portion of any Mark as part of any business entity name. You may not use the Marks in connection with the sale of any unauthorized services or products, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You must not assist any other person in contesting the validity or ownership of the Marks.

You must notify us in writing immediately when you learn about any claim of infringement, unfair competition, or similar claims about the Marks. You must not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so; however, you may communicate with your own counsel at your own expense. We are not required to take affirmative action when notified of these uses or claims. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorable to you. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks. We have the sole right to control any administrative or judicial proceedings involving the trademark licensed by us. You do not have the right to prosecute or settle a claim without our consent.

We reserve the right to substitute different Marks for use in identifying the System and the businesses operating as part of the System if our currently owned Marks no longer can be used, or if we determine, exercising our right to do so, that substitution of different Marks will be beneficial to the System. In such cases, you must implement and use such different Marks at your cost and

in the manner we require. If we require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. We have no obligation to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

If we undertake the defense or prosecution of any litigation concerning the Marks, you must sign any documents and agree to do the things as may, in our counsel's opinion, be necessary to carry out such defense or prosecution, such as becoming a nominal party to any legal action. To the extent that the litigation is the result of your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement, you must reimburse us for the cost of the litigation, including attorneys' fees, as well as the cost of any judgment or settlement.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise. We claim common law copyright protection in the Manual, our website, our marketing materials, training manuals or videos, and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Register of Copyrights, but we reserve the right to register these copyrights in the future. You may use these items only as we specify while operating your Agency and you must stop using them if we direct you to do so.

We know of no effective determinations of the U.S. Copyright Office or any court regarding any of our copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain trade secrets and other confidential information not commonly known by or available to the public, including, without limitation, training and certification methods and procedures, business and marketing techniques and processes, sales methods, management and coaching techniques, management forms/formats, specifications, procedures, knowledge and expertise in business, client service methods, and other techniques and methodologies ("**Confidential Information**") but shall not include any information that: (a) is now or subsequently becomes generally available to the public through no fault of you; (b) you can demonstrate it was rightfully in your possession, without obligation of nondisclosure, pursuant to the Franchise Agreement; (c) is independently developed; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information. We will provide our trade secrets and other Confidential Information to you during training, in the Manual and other methods of communication during the term of the Franchise Agreement.

You will not acquire any interest in any Confidential Information we may communicate to you, other than the right to utilize it in the operation of your Agency during the term of your Franchise Agreement. The information is disclosed to you solely on the condition that you (1) will not use it in any other business or capacity; (2) will maintain the absolute confidentially of the information during and after the term of your Franchise Agreement; (3) will not make unauthorized copies of

any portion of the Manual or any other communication from us; and (4) will adopt and implement all reasonable procedures we may require to prevent unauthorized use or disclosure of the information. Any individuals with access to our trade secrets or Confidential Information are required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Schedule F to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce those agreements.

All ideas, concepts, techniques or materials concerning your Agency and the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees and you agree to assign to us all right, title and interest in any intellectual property so developed without additional compensation to you. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Manual, trade secrets or other Confidential Information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement. Further information about termination of the Franchise Agreement following a default is included in Item 17.

You must comply with our System standards, other directions from us, and all applicable laws and regulations regarding the organizational, physical, administrative and technical measures, and security procedures to safeguard the confidentiality and security of client's information on your Computer System or otherwise in your possession or control and, in any case, employ reasonable means to safeguard the confidentiality and security of Customer Information. "**Customer Information**" means names, contact information, financial information, and other personal identifiable information of or relating to your Agency's clients. If there is a suspected or actual breach of security or unauthorized access involving your Customer Information, you must notify us immediately after becoming aware of the occurrence and specify the extent to which Customer Information was compromised or disclosed.

We and our affiliates will, through the Computer System or otherwise, have access to Customer Information. We and our affiliates may use Customer Information in our and their business activities. When the Franchise Agreement expires or terminates, we and our affiliates may make all disclosures and use the Client Information in any manner that we or they deem necessary or appropriate.

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

You must, at all times, retain and exercise direct management and decision-making control over all aspects of your Agency. You must devote full time and best efforts to the operation of your Agency. We require that you (or your Operating Principal) directly operate and undertake the supervision of your Franchised Business. Within six months of opening your Agency, you will

hire an Account Manager who will manage the accounts of your Franchised Business and who has been approved by us and has successfully completed our training program (the "**Account Manager**"). You will pay our then-current additional training fee to train your Account Manager. After an Account Manager's death, disability, or termination of employment, you must immediately notify us, and you must designate a successor or acting Account Manager within 30 days. If you fail to do so after receiving from us a default notice with a cure period, we can terminate the Franchise Agreement. The Account Manager must sign a written agreement to maintain the confidentiality of any Confidential Information about the Right Left Agency franchise System in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Schedule F to the Franchise Agreement.

If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Owners' Guaranty attached as Schedule B to the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require that you offer and sell only those goods and services that we have approved. You must offer all goods and services that we designate, and you may not offer any other products unless we consent. There are no limits on our right to do so. We can add to, delete or change the approved products and services that you must offer at any time, and you may incur costs to provide such additional products and services.

Unless you obtain our prior written approval, you are prohibited from: (a) offering or selling services or products, not previously authorized by us; (b) using the Franchised Business for any purpose not related to the Franchised Business; and (c) soliciting other franchisees either directly or indirectly for any other business or investment activity.

You must operate your Franchised Business in complete compliance with the standards and specifications set forth in the Manual, the Franchise Agreement, other agreements and instructions we provide and the requirements of the laws of the location in which your Franchised Business is located. We are entitled to make changes in our standards and specifications when, in our discretion, change is needed as a result of the market and for the development of the System. These changes may require your purchase of equipment, supplies, promotional materials or other goods, the completion of additional training by your employees, or other cost to you. We cannot predict the future costs to you of such items. You must promptly conform to the modified standards and specifications at your expense.

In addition, we may, from time to time, send you promotional materials and updates on new systems and new sales and marketing developments and techniques. You must promptly implement and/or use the ideas and implement the changes described in these materials within your Franchised Business in a commercially reasonable manner.

There are no limitations imposed by us on the persons to whom you may provide services and products, other than you cannot violate any applicable laws or regulations.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 1E(1)	Term is equal to five years.
b. Renewal or extension of the term	Section 1E(2)	You have the right to renew the Franchise Agreement for an additional two terms of five years each. We do not charge a renewal fee but you will have to meet the requirements stated below. If you do not meet the conditions, we may refuse to renew or extend the terms of your Franchise Agreement.
c. Requirements for franchisee to renew or extend c. Requirements for franchisee to renew or extend – (Continued)	Section 1E(2) Section 1E(2)	You must sign our then-current Franchise Agreement, which may contain terms and conditions that are materially different from those in your original Franchise Agreement; you must be in full compliance under all agreements with us or our affiliates and you must have paid all that you owe us and our affiliates as and when due; your Franchised Business must meet our then-current requirements or you must update the Franchised Business and its equipment to reflect our then-current requirements; you or your manager must successfully complete retraining; you must sign a General Release similar to that attached as Schedule H to the Franchise Agreement; you must not have received three or more

Provision	Section in Franchise Agreement	Summary
		default notices in any 24 month period; you must have the right to continue operating at your location; you will not be charged renewal fee; but you must have given us 120 days' notice of your election to renew and return documents within 20 days.
d. Termination by franchisee	Section 13	You may not terminate the Franchise Agreement.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with cause	Section 13	We can terminate if you default or if the events described in (h) occur.
g. "Cause" defined– curable defaults	Section 13B	You have five days to cure nonpayment, and up to 30 days to cure other types of noncompliance, subject to applicable law.
h. "Cause" defined –non-curable defaults h. "Cause" defined – non-curable defaults (Continued)	Section 13A Section 13A	Non-curable defaults (subject to applicable law): insolvency; you admit to your inability to pay debts, assignment for benefit of creditors, bankruptcy petition or receivership filed, abandonment; you make material misrepresentations to us; the failure to open your Agency for business within six months after signing the Franchise Agreement; failure to complete training to our satisfaction; you or your principal are convicted or plead no contest to a felony or other crime or offense, or engage in conduct that reflects unfavorably on us or the System; unauthorized transfer; termination of any other agreement with us or our affiliate because of your breach; your unauthorized use of our trademarks or confidential information; failure to treat the Manual as confidential or protect the Confidential Information; repeated failure to comply with Franchise Agreement requirements (three or more times during term); seizure or execution of levy by

Provision	Section in Franchise Agreement	Summary
		government official or lien holder; noncompliance with law within three days after notice; intentional failure to report gross revenues; undischarged execution of levy on your Franchised Business; final judgment of more than $5,000 remains unsatisfied for 30 days; we determine your operation is a danger to public health or safety; you become a specially designated national or blocked person; the right to operate under any license or permit is suspended, terminated or interrupted; fraudulent behavior.
i. Franchisee's obligations on termination/non-renewal	Section 14	Pay all amounts due to us; refrain from identifying yourself as our licensee or franchisee; return or destroy all products (physical and digital) with our Marks; refrain from engaging in competing business; discontinue use of Marks and System; return the Manual and other Confidential Information; re-assign to us telephone and facsimile numbers, email addresses, web pages, subdomain names, websites, social media pages and the like as we direct; provide us with customer lists if we request; refrain from soliciting customers or personnel (upon termination, expiration or cessation of the business by the franchisee, all customers and customer data is our sole and exclusive property); cancel fictitious business name statement; assist in smooth transition of the business; refrain from making disparaging remarks; de-identify; obtain tail insurance coverage that meets our specifications; and comply with all other requirements in the Manual; all obligations that survive termination shall continue.

Provision	Section in Franchise Agreement	Summary
j. Assignment of contract by franchisor	Section 15A	No restrictions on our right to assign the Franchise Agreement.
k. "Transfer" by franchisee – defined	Section 15B(2)	Includes transfer of Franchise Agreement, assets of business or greater than 25% ownership of the franchisee.
l. Franchisor approval of transfer by franchisee	Section 15B(1)	You must obtain our consent to all transfers and meet certain conditions.
m. Conditions for franchisor approval of transfer	Section 15B(4)	Conditions include: you must be in full compliance with the Franchise Agreement and all other agreements with us or our affiliates; transferee meets qualifications for new franchisee and must have completed training to our satisfaction; the transferee must sign the then-current form of Franchise Agreement and guaranty for remaining term; you pay the transfer fee; you sign a General Release similar to that attached as Schedule H to the Franchise Agreement; transferee's obligations to you are subrogated to obligations to us; at our option, you must transfer all of your agreements with us; transferee must have all necessary licenses and transferee must not be a specially-designated national or blocked person under the anti-terrorism laws. If you want to transfer your franchise to an entity, you must own the entity, sign a personal guaranty, transferee pays a transfer fee; the entity must agree to the Franchise Agreement; and the franchise business must be the sole business of the entity.

Provision	Section in Franchise Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14C	We may match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Section 14D	We have the option of acquiring your assets if the Franchise Agreement expires or terminates. You must pay ½ the cost of the appraisal if we cannot agree on the fair market value of the assets.
p. Death or disability of franchisee	Section 15D	If you or your principal dies, your executor or representative may either satisfy the then-current qualifications for franchisees or transfer the Franchise Agreement to a qualified buyer within 60 days.
q. Non-competition covenants during the term of the franchise	Section 12	You may not be involved in any similar business.
r. Non-competition covenants after the franchise is terminated or expires	Section 12	You may not operate a similar business for 2 years after termination or expiration.
s. Modification of the agreement	Section 17I	No modifications without a writing signed by both parties, except that we may amend the Brand Standards Manual at our discretion.
t. Integration/merger clause	Section 17I	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17J	Except for certain claims, all disputes must be mediated and if not resolved, arbitrated. Except for certain claims, all disputes must be arbitrated in the city where are headquarters is then located, which is

Provision	Section in Franchise Agreement	Summary
		currently Palm Beach County, Florida.
v. Choice of forum	Section 17J	Any disputes shall be instituted exclusively in a court of competent jurisdiction in Palm Beach County, Florida.
w. Choice of law	Section 17J	Delaware law applies, subject to the Federal Arbitration Act and subject to applicable state law

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote our franchise as of the date this Franchise Disclosure Document was issued.

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.

The financial performance appearing below is derived from the actual historic performance of the Right Left Agency operated by our affiliate Spectrum Marketing Solutions LLC (the "**Reporting Agency**"), for the calendar years 2019, 2020 and 2021. The Reporting Agency has been operating on a full-time basis since 2015, offering services similar to the services that will be offered by you at your Agency. Since its inception, the Reporting Agency has been under the principal management team of Alexandra Pujji, who has spent significant time assisting in the operations of the Reporting Agency.

Table I below represents the Gross Revenue for the Reporting Agency for the calendar years 2019, 2020 and 2021.

Table I

	2019	2020	2021

Gross Revenue	$309,939.31	$421,965.03	$853,434.97

Notes:

1. One outlet has earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

2. "Gross Revenue" represents the actual gross revenue from the sale of services at the Reporting Agency.

3. You should conduct an independent investigation of the costs and expenses you will incur in managing your Agency. The financial information we used in preparing this Item 19 was based entirely upon unaudited profit and loss information for the Reporting Agency. Prospective franchisees should be advised that no certified public accountant has audited these figures or expressed his/her opinion with regard to their contents or form.

4. Written substantiation of all financial performance information presented in this financial performance representation will be made available to you upon reasonable request.

Other than as set forth above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing agency, 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 Alexandra Pujji, CEO and Co-Founder, Right Left Franchise Group LLC at 2234 N. Federal Highway, Suite 1083, Boca Raton, FL 33431 or by telephone at (949) 282-9758 or by email at alex@rightleftagency.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2019 - 2021

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at Start of the Year	Column 4 Outlets at End of the Year	Column 5 Net Change
Franchised	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Affiliate-Owned*	2019	1	1	0
	2020	1	1	0
	2021	1	1	0

Total Outlets	**2019**	**1**	**1**	**0**
	2020	**1**	**1**	**0**
	2021	**1**	**1**	**0**

*The Affiliate-Owned locations listed in the chart above are owned by our affiliate (See Item 1).

Table No. 2
Transfers of Outlets from Franchisees to New Owners
For Years 2019 - 2021

Column 1 State	Column 2 Year	Column 3 Number of Transfers
New York	2019	0
	2020	0
	2021	0
Total	**2019**	**0**
	2020	**0**
	2021	**0**

Table No. 3
Status of Franchised Outlets
For Years 2019 - 2021

Col. 1 State	Col. 2 Year	Col. 3 Outlets at the Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
New York	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Totals	**2019**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2020	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 4
Status of Affiliate-Owned Outlets
For Years 2019 - 2021

Column 1	Column 2	Column 3	Column 4	Column 5 Outlets	Column 6 Outlets	Column 7 Outlets sold	Column 8 Outlets at End

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Closed	to Franchisees	of the year
New York	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Total	**2019**	**1**	**0**	**0**	**0**	**0**	**1**
	2020	**1**	**0**	**0**	**0**	**0**	**1**
	2021	**1**	**0**	**0**	**0**	**0**	**1**

Table No. 5
Projected Openings as of December 31, 2021

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
New York	0	0	0
Florida	0	2	0
Georgia	0	2	0
New Jersey	0	2	0
Total	**0**	**6**	**0**

As of the date of this Disclosure Document, we have no franchisees. Exhibit E will be updated to include the list of the names of all current franchisees and the address and telephone number of each of their outlets. Exhibit E also will contain a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us within ten weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as franchisees in our franchise system. There are no trademark-specific franchisee organizations associated with the franchise system being offered.

ITEM 21
FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Attached as Exhibit D to this Disclosure Document are our audited financial statements dated through August 31, 2022. Our fiscal year end is December 31st.

ITEM 22
CONTRACTS

The following contracts are attached to this Disclosure Document:

Exhibit B Franchise Agreement (with attachments)

ITEM 23
RECEIPTS

Attached as Exhibit I you will find copies of a receipt. One receipt must be signed, dated with the date you receive this Disclosure Document, and returned to us. The duplicate of the receipt is attached for your records.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

STATE AGENCIES AND ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

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 the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed below.

Our registered agent in the State of Delaware is:

United States Corporation Agents Inc.
221 B. Broad Street, Suite 3A
Middletown, DE 19709

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
California	Department of Financial Protection & Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013 (213) 576-7500 Toll Free: (866) 275-2677	Commissioner of the Department of Financial Protection & Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013 (213) 576-7500 Toll Free: (866) 275-2677
Connecticut	Banking Commissioner Department of Banking Securities and Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299	
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Illinois	Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
Indiana	Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360
Michigan	Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600
New York	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222	New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
North Dakota	North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712	North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
Rhode Island	Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Clinic 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527	Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Clinic 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
Washington	Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760	Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Wisconsin	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT B TO THE DISCLOSURE DOCUMENT

RIGHT LEFT FRANCHISE GROUP LLC
FRANCHISE AGREEMENT

RIGHT LEFT AGENCY

FRANCHISE AGREEMENT

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RIGHT LEFT FRANCHISE GROUP LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is entered into as of_____ (date) by and between Right Left Franchise Group, LLC, a Delaware limited liability company ("**Franchisor**," "**we**," "**us**," or "**our**"), and_____, an individual/partnership/corporation/limited liability company established in the State of _____ ("**Franchisee**," "**you**," or "**your**"), with reference to the following facts:

WITNESSETH:

A. Franchisor has the right to operate and grant to others the right to operate "Right Left Agency" digital marketing agencies that offer online marketing services, including online advertising, social media, web development, content creation, SEO, and other online marketing services, in accordance with certain proprietary practices and procedures ("**Proprietary Information**") that are part of a system relating to the establishment, development, operation and management of such agencies ("**System**");

B. Franchisor has the right to license various trademarks, trade names, service marks, designs, emblems, logos, slogans, copyrights, Trade Dress, as defined below, trade secrets, commercial symbols and other indicia, now or hereafter used or intended to be used or hereafter used in connection with the System, and any and all revisions, modifications and additions thereto, whether or not recorded or registered with the United States Patent and Trademark Office or any other local, state, federal or foreign agency, registrar or body ("**Marks**"); and

C. Franchisor licenses the right to use the System and the Marks in the operation of one Right Left Agency (an "**Agency**"). Franchisor is willing to grant Franchisee a franchise to operate an Agency upon the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of these premises and of the mutual covenants contained herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. GRANT OF RIGHTS

A. NON-EXCLUSIVE LICENSE

Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee, and Franchisee accepts, a non-exclusive license to use the Marks and the System solely in the operation of the Agency. Franchisee acknowledges and agrees that it does not have any territorial or exclusive rights whatsoever. Franchisee does not have the right to franchise, sub-franchise, license, or sub-license its rights under this Agreement. The parties agree and acknowledge that Franchisee shall be responsible for, and have complete authority, responsibility, supervision and control over, the provision of all services performed by the

Agency.

B. NO LOCATION OR PROTECTED AREA

There is no location or protected area. We do not offer territories. Each Right Left Agency operates remotely and can hire employees in and accept clients from any region of the world. We may approve another Right Left Agency franchised business in a location in close proximity to your Agency.

C. FRANCHISOR'S RESERVATION OF RIGHTS

Franchisor reserves all rights not specifically granted to Franchisee under this Agreement. Franchisor (on behalf of itself and its affiliates) retain all rights with respect to the System, the Marks, the sale of products and services which are and are not part of the System, anywhere in the world, including, without limitation, the right to: (a) own, operate and situate Right Left Agency franchises anywhere, as we consider appropriate (b) offer and sell competing products and services; (c) operate a business of the type franchised under this Agreement or grant a franchise for the operation of a similar or competitive business; (d) solicit, market or advertise the products and services that are and are not part of the System, to any person or entity under the Marks and/or other names and marks.

D. TERM AND RENEWAL

(1) Term. The term of this Agreement shall begin on the date it is executed by Franchisor and shall continue for five (5) years, subject to earlier termination as provided herein.

(2) Renewal. Subject to compliance with each and every one of the conditions set forth below, you shall have the option to renew this Agreement for two (2) additional five- (5)-year periods each so long as:

(a) you sign our then-current form of Franchise Agreement, which may contain terms that are materially different from those set forth in this Agreement;

(b) you are in full compliance with this Agreement and all other contracts between Franchisee and Franchisor and our affiliates, and in particular, must have paid all sums owing to us and our affiliates as and when due;

(c) your Agency must meet our then-current requirements or you must make all expenditures deemed necessary by us to update the Agency' equipment, Computer System, or any other requirement to reflect Franchisor's then-current requirements and image;

(d) you and your Account Manager, as applicable, must complete re-training to Franchisor's satisfaction;

(e) you (and its principals and affiliates if Franchisee is a corporation or other entity) shall execute and deliver a general release, in a form similar to the General Release attached to this Agreement as Schedule H;

(f) you shall not have received three (3) or more notices of default during any twenty-four (24) month period during the initial term; and

(g) you will not be charged a renewal fee but must provide notice to Franchisor of its wish to enter into a new Franchise Agreement with Franchisor no later than 120 days prior to the expiration of this Agreement or renewal.

Franchisee shall have no right to enter into a new Franchise Agreement if Franchisee fails to comply with each of the conditions set forth above.

2. TRAINING AND OPERATING ASSISTANCE

A. TRAINING

(1) Franchisee shall attend and successfully complete the initial training program which may include an online component) we offer for Right Left Agency franchisees at our headquarters, remotely or another location that we specify (the "**Initial Training Program**"). You and your Account Manager, if you have hired an Account Manager at that time, must complete the Initial Training Program to the sole satisfaction of Franchisor within four (4) months after the date of this Agreement.

(2) Franchisor shall have the right, during the Initial Training Program, to further evaluate Franchisee's fitness to operate under this Agreement. In the event Franchisee or the Account Manager fail to complete the Initial Training Program to Franchisor's satisfaction before the opening of its Agency, Franchisor shall have the right to terminate this Agreement.

(3) Franchisee shall not be charged an additional fee for the Initial Training Program for three (3) people who attend the Initial Training Program at the same time. If Franchisee wishes to send additional individuals to attend the Initial Training Program or requests that we provide the Initial Training Program to additional personnel or at a later date, you will pay our then-current rates for additional training, which is $500 per person per day, plus hotel, air fare and other expenses. You are required to hire an Account manager within six (6) months of opening your Agency. If your manager is hired any time after the initial Training Program, will pay our then-current rates for training your Account Manager, which is $500 per person per day, plus hotel, air fare and other expenses

(4) Franchisor may require Franchisee, the Account Manager, and those of Franchisee's personnel as Franchisor may designate to attend refresher and additional training courses for up to five (5) days a year and pay our then-current rates for additional training which is $500 per person per day. Franchisor may also require Franchisee to attend additional training if Franchisor deems it necessary or appropriate, or Franchisee may request

additional on-site training or assistance and Franchisor will determine whether or not to provide it. If Franchisor provides additional training, whether required by Franchisor or requested by Franchisee, Franchisee agrees and acknowledges that Franchisor may designate the location for such training. Franchisee will pay Franchisor's then-current per-day, per-trainer training fee. If Franchisor requires or Franchisee requests (and Franchisor agrees) that such additional training be held at the Agency location, Franchisee will also pay the expenses of the trainer or trainers, including lodging, transportation and food. Franchisee will pay the training fee to Franchisor before Franchisor conducts the training. Franchisor may also require Franchisee or the Account Manager to attend sales training, national business meetings or conventions for up to three (3) days per year.

(5) Franchisee shall be responsible for all travel and living expenses, if any, that Franchisee, the general manager, and any of its personnel may incur in connection with the Initial Training Program or refresher or additional training and in attending sales training, national business meetings or conventions and pay our then-current rate for such training or convention.

(6) Franchisor's training programs, sales training, national business meetings and/or conventions are provided so that Franchisee, its Account Manager and other personnel or staff receive the benefit of Franchisor's accumulated experience and knowledge relating to Right Left Agencies and to ensure a uniform image and quality of services in all Agencies.

B. ADDITIONAL INITIAL OPERATING ASSISTANCE

Franchisor shall provide Franchisee with remote assistance at your Agency for up to two (2) days at the start of the Franchisee's first paid client engagement. Franchisor may also provide Franchisee with remote assistance in setting up the software platforms for the first time and any other assistance Franchisor deems necessary in its sole opinion.

C. BRAND STANDARDS MANUAL

Franchisor will lend to Franchisee for use during the term of this Agreement a digital copy of Franchisor's proprietary and confidential brand standards manual, which Franchisor may amend from time to time, containing mandatory specifications, standards, operating procedures and rules for the System designed to protect and maintain the value of Franchisor's Marks, reputation and brand ("**Manual**"). Except in the case of a conflict with applicable laws or regulations, Franchisee must comply with such specifications, standards, operating procedures and rules prescribed from time to time in the Manual or otherwise communicated to Franchisee in writing that Franchisor has designated as mandatory. Franchisee shall keep the Manual confidential. Franchisee will not at any time copy any part of these materials, disclose any information contained in them to others or permit others access to them. All modifications to the Manual shall be binding upon Franchisee upon being communicated or otherwise delivered to Franchisee. Franchisee agrees to accept, implement and adopt any such modifications at Franchisee's own cost. The Manual will contain proprietary information belonging to Franchisor and Franchisee acknowledges that the Manual is, and shall remain, the property of Franchisor. Franchisee shall promptly return the

Manual to the Franchisor upon termination or expiration of this Agreement. Franchisee understands and agrees that it is of substantial value to Franchisor and other franchisees of Franchisor, as well as to Franchisee, that the System establish and maintain a common identity. Franchisee agrees and acknowledges that full compliance with each and every detail of the System and the Manual is essential to preserve, maintain and enhance the reputation, trade demand and goodwill of the System and the Marks and that failure of Franchisee to operate the Agency in accordance with the System and the Manual can cause damage to all of the other parties described above, as well as to Franchisee. Consistent with the goals of the System, Franchisee shall be responsible for the day-to-day operation of the Agency. In case of a conflict between the Manual and applicable laws or regulations, Franchisee shall request a variance and Franchisor shall grant an automatic variance for the purpose of compliance with such laws or regulations. Franchisee acknowledges the mandatory specifications, standards and operating procedures are not for the purpose of exercising control over the day-to-day operation of the Agency.

The Manual contains Trade Secrets and other Confidential Information of ours, and its contents shall be kept confidential by you during the term of this Agreement and subsequent to the expiration, non-renewal or termination of this Agreement. You shall at all times ensure that your copy of the Manual is available at your Agency in a current and up-to-date manner. If the Manual is in paper form or stored on computer-readable media, you shall maintain the Manual in a password-protected file. You shall only grant authorized personnel, as defined in the Manual, access to the Manual or any key, combination, or passwords needed for access to the Manual. You shall not disclose, duplicate, or otherwise use any portion of the Manual in an unauthorized manner.

D. PERIODIC ADVICE AND CONSULTATION

Franchisor shall, from time to time, to the extent it deems necessary, furnish you with advice or consult with you on the operation of the Agency in order to communicate new developments, techniques and services. Franchisor will periodically, with such frequency as Franchisor shall determine in its sole discretion, consult with Franchisee in the development of the Agency and may conduct inspections. Any guidance, suggestions or advice provided to Franchisee in the course of such consultation shall be deemed suggestions only, and the decision to follow any such guidance, suggestions or advice shall be in Franchisee's sole discretion. In particular, and not in limitation of the foregoing, Franchisee shall be solely responsible for all policies and decisions concerning its employees and shall consult with its own independent advisors with respect to those policies and decisions.

3. OPERATION BY FRANCHISEE

A. PRODUCTS AND SERVICES

(1) Franchisee shall offer to customers of the Agency only those products and services designated and approved by Franchisor from time to time, and shall provide such products and services strictly in accordance with the standards and specifications described in the Manual and the training program(s).

(2) Franchisee shall at all times provide prompt, courteous, friendly and efficient service to all clients. Franchisee shall in all dealings with all clients and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees not to deviate from the standards, specifications and operating procedures set forth in this Agreement and the Manual in order to ensure uniformity and quality of services offered to clients under the Marks.

B. PURCHASE OF PRODUCTS AND SERVICES; APPROVED SUPPLIERS

(1) Franchisee shall purchase any and all products (including, without limitation, products bearing the Marks), and any and all other equipment, supplies and services required or used in the operation of the Agency only from (a) manufacturers, suppliers or distributors from time to time designated in writing by Franchisor, (b) from Franchisor or its affiliate, if available, or (c) such other suppliers selected by Franchisee and approved by Franchisor in the manner and subject to the conditions set forth in subsection (2) below. Prior to Franchisee's first engagement of the Agency, Franchisor may designate and negotiate pricing with suppliers for any merchandise, equipment, software, and supplies required in the operation of the Agency. Franchisee agrees and acknowledges that certain specially designed materials, equipment, proprietary products, certain services and items used in the Agency that are integral to the System may only be available from Franchisor or its designated supplier.

(2) Franchisor may, in its sole discretion, approve suppliers proposed by Franchisee provided the following conditions are first met, and provided, further, that if Franchisor determines that there are already a sufficient number of suppliers for an item or service, Franchisor shall not be required to evaluate any additional suppliers:

(a) Franchisee shall submit a written request to Franchisor for approval of the supplier and agree to pay Franchisor's expenses in evaluating the proposed supplier when Franchisee submits the request;

(b) The supplier shall demonstrate to Franchisor's satisfaction that it is able to supply an item or service to Franchisee meeting Franchisor's specifications for such item or service, including, but not limited to, providing Franchisor with demos/samples and the opportunity to perform tests;

(c) The supplier shall demonstrate to Franchisor's satisfaction that the supplier is of good standing in the business community with respect to its financial soundness and reputation and the reliability of its product and service;

(d) In the event the item to be supplied is required to bear one of the Marks, Franchisor may require such supplier to execute a license agreement (which may include a royalty payment) in a form acceptable to Franchisor; and

(e) You pay our then-current Alternative Supplier Evaluation Fee currently

$1,500 plus our expenses.

(3) Until and unless Franchisor notifies Franchisee in writing that it has approved a supplier, Franchisee must continue to purchase from the parties described in subsection (1) above.

(4) If Franchisor determines that a previously approved supplier no longer conforms to such standards, it shall so notify Franchisee and Franchisee shall thereupon discontinue making purchases from that supplier.

C. SPECIFICATIONS, STANDARDS AND PROCEDURES

Franchisee acknowledges that each and every detail of the Agency's online presence is important to Franchisor and the System. Franchisee shall comply with all mandatory specifications, standards and operating procedures relating to (1) the type and quality of the services offered by the Agency; (2) the appearance, color, indicia and logo of the Agency online; (3) presentation of employees; (4) standards of services and operation of the Agency; (5) submission of requests for approval of software and equipment; and (6) security procedures and programs prescribed by Franchisor. Franchisee also agrees to use all equipment, brand visuals, and services as have been approved for the System from time to time by Franchisor. Mandatory specifications, standards, and operating procedures may be prescribed from time to time by Franchisor in the Manual, or otherwise communicated to Franchisee in writing, including, without limitation, procedures regarding handling customer complaints.

Franchisee will operate its Agency so that it is clearly identified and advertised as such. The style and form of the Agency's online presence and the other Marks used in any advertising, marketing, public relations, or promotional programs must have Franchisor's prior written approval. Franchisee will use the name Right Left Agency, the approved logos and all graphics associated with the System and the Marks on all materials in the manner prescribed by Franchisor.

D. SUPERVISION; DUTY TO DILIGENTLY CARRY OUT OBLIGATIONS

You shall designate in Schedule A to this Agreement the "**Operating Principal**" who is an individual that we approve who must own and control, or have the right to own and control not less than a 5% interest in Franchisee's equity, shall have the authority to bind Franchisee regarding all communications with us and operational decisions with respect to your Agency, and who must have completed our Initial Training Program to our satisfaction. The Operating Principal must, at all times, retain and exercise direct management and decision-making control over all aspects of your Agency. You or your Operating Principal must devote full time and best efforts to the operation of your Agency. We require that you (or your Operating Principal) directly operate and undertake the supervision of your Agency. Within six (6) months of signing this Agreement, you will hire an account manager who will manage the accounts of your Agency and who has been approved by us and has successfully completed our training program (the "**Account Manager**"). Your Account Manager can

attend our Initial Training Program at the same time as you, if you have hired an Account Manager at that time, for no additional cost. If not, you will pay our then-current additional training fee to train your Account Manager. Franchisee must submit the Account Manager's qualifications to Franchisor for review and consent. If the Account Manager is terminated or otherwise elects to end its relationship with Franchisee, Franchisee shall designate a new Account Manager, submit his or her qualifications to Franchisor for review and consent and train the new Account Manager within thirty (30) days of such termination, provided that Franchisor reserves the right to directly provide training of a new Account Manager, in which case Franchisee shall pay Franchisor its fee for the training. The Account Manager must sign a written agreement to maintain the confidentiality of any Confidential Information about the Right Left Agency franchise System in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Schedule F to this Agreement.

E. HIRING, TRAINING, AND APPEARANCE OF EMPLOYEES

(1) Staff. Franchisee will maintain a competent, conscientious, staff and employ the number of employees necessary to meet the anticipated volume of business and to achieve the goals of the System. Franchisee will take all steps necessary to ensure that employees meet the employment criteria and skills level required. All employees shall keep a neat appearance and comply with any dress code that may be required.

(2) Franchisee is solely responsible for the terms of its staff's employment and compensation and, except for training required under this Agreement, for the proper training of the employees in the operation of the Agency. Notwithstanding certain recommendations in the Manual, Franchisee is solely responsible for all employment decisions and functions, including hiring, firing, establishing wage and hour requirements, disciplining, supervising and record keeping. Franchisee will not recruit or hire any employee of a Right Left Agency business operated by another franchisee or by us without obtaining the employer's written permission.

F. CHANGES TO SYSTEM AND MARKS

Franchisee acknowledges that the System may continue to evolve in order to reflect changing markets and to meet new and changing business demands, and that accordingly Franchisor may make variations and additions to the System from time to time in order to preserve and enhance the public image of the System. Franchisee agrees that Franchisor may, from time to time, upon notice, add to, subtract from or otherwise modify or change Franchisee's obligations under the System, including, without limitation, changes reflecting Franchisor's adoption and use of new or modified Marks, products, services, equipment and new techniques. Franchisee agrees promptly to accept and implement all such additions, modifications and changes at Franchisee's sole cost and expense (e.g., changing online visuals, destroying or recalling advertising and promotional items). Franchisee agrees and acknowledges that if Franchisee develops any component of the System that Franchisor permits or adopts for use in the Agency, such component will belong to Franchisor and Franchisee shall have no ownership right or interest in such component. Further, Franchisor has the right, in its sole discretion, to vary standards or specifications for any franchisee based

upon that particular franchisee's qualifications, the peculiarities of a particular site or circumstances, the demographics of a trade area, business potential, or any other condition Franchisor deems of importance to the successful operation of any particular Agency. Franchisor shall not be required to disclose or grant Franchisee a like or similar variance hereunder.

G. COMPLIANCE WITH LAW AND GOOD BUSINESS PRACTICES

(1) Prior to beginning operations, Franchisee shall secure in Franchisee's name as the owner of an independent business all required licenses, permits and certificates relating to the Agency and Franchisee's operation thereof. Franchisee acknowledges that such licenses, certificates and permits may require the payment of security deposits and other fees. Franchisee shall maintain all such licenses, permits and certificates in full force and effect throughout the term of this Agreement.

(2) Franchisee shall operate in full compliance with all applicable laws, ordinances and regulations, including, without limitation, such laws, ordinances and regulations relating to occupational hazards and health, worker's compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes and social security taxes, trade name and advertising restrictions, the Affordable Health Care Act, the Americans with Disabilities Act, all applicable laws and regulations concerning data protection and privacy, and any and all other laws and regulations.

(3) Immediately upon receipt of any citation, notice, complaint or other indication that Franchisee or any of its personnel has violated any law or regulation, Franchisee shall immediately notify Franchisor and transmit copies of all such citations, notices, complaints or other such indications, along with all available information including, without limitation, Franchisee's proposal to contest or remedy the violation.

I. OPERATIONAL REQUIREMENTS

Franchisee must operate its Agency in strict conformity with such uniform methods, standards, and specifications as Franchisor may from time to time prescribe for Right Left Agency franchises to ensure that the highest degree of quality service is uniformly maintained. Franchisee must conduct its business in a manner that reflects favorably at all times on the System and the Marks. Franchisee further agrees that any advertising, promotion, and marketing will be completely clear and factual and not misleading. Franchisee shall at no time engage in deceptive, misleading or unethical practices, or conduct any other act which may have a negative impact on Franchisor's reputation and goodwill or that of any other franchisee operating under the System. Pursuant to this ongoing responsibility, Franchisee agrees to:

(1) Operate the Agency in conformity with all uniform methods, standards and specifications required in the Manual or otherwise, to ensure that the highest degree of quality and service is uniformly maintained;

(2) Comply with the procedures and systems Franchisor reasonably institutes

for Right Left Agency franchises, both now and in the future, including those on recommended sales, good business practices, advertising and other obligations and restrictions;

(3) Maintain in sufficient supply (as Franchisor may reasonably prescribe in the Manual or otherwise in writing) and use at all times, only service providers, software, equipment, materials, advertising methods and formats, and supplies that conform with Franchisor's standards and specifications, if any, at all times sufficient to meet the anticipated volume of business, and to refrain from deviating from these requirements without our written consent;

(4) Adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with customers, suppliers, employees, independent contractors, us and the public;

(5) Sell or offer for sale only the products and services that: (a) meet Franchisor's reasonable uniform standards of quality and quantity, (b) have been expressly approved for sale in the Manual or otherwise in writing;

(6) Purchase, at your expense, all supplies and equipment we reasonably specify. The equipment and supplies must be maintained in a condition that meets the operational standards specified in the Manual. As equipment and software becomes obsolete or inoperable (e.g. your laptop becomes outdated), Franchisee will replace the equipment and software with equipment and software that is then approved for use. If Franchisor determines that additional or replacement equipment is needed because of a change in technology, client concerns, or other considerations, Franchisee will purchase the additional equipment or replacement equipment or supplies within the time specified;

(7) Purchase and maintain only approved billing, accounting and collection systems from approved suppliers and/or vendors;

(8) Comply with Franchisor's policies regarding the use of social media and online promotions in connection with the operation of the Agency; and

(9) Participate in and comply with all requirements for client loyalty programs, referral programs, intra-franchise client transfer policies and programs, and similar programs for members of Right Left Agency franchises.

J. MODIFICATION OF THE SYSTEM

Franchisor has the right to change or modify the System from time to time, including, without limitation, the adoption and use of new or modified Marks or copywritten materials, and new computer hardware, software, equipment, service providers, supplies or processes. Franchisee will promptly comply with any such changes in, or additions to, the System and will make such expenditures as such changes, additions or modification in the System may require. Any required expenditure for changes or upgrades to the System will be in addition to expenditures otherwise required pursuant to this Section.

K. OPERATION OF THE RIGHT LEFT AGENCY FRANCHISE

Franchisee must use its Agency solely for the operation of the Right Left Agency franchise that is licensed by this Agreement and in strict accordance with the Manual. Franchisee will not directly or indirectly operate or engage in any other business or activity under the Right Left Agency Marks. Franchisee will not participate in any dual branding program, or in any other program, promotion, or business pursuant to which another trademark, service mark, trade name, or commercial symbol is used in connection with its Agency. Franchisee must keep the Agency open for business and in normal operation for the minimum hours and days as we reasonably require in the Manual or otherwise in writing except as may be limited by local law or regulations.

4. INSURANCE

Before beginning to operate the Agency, Franchisee must procure all insurance required by Franchisor from an insurer or insurers that meet Franchisor's criteria and which have a minimum rating of A by Best's Insurance Review or other comparable rating. Franchisee shall additionally insure Franchisor and provide Franchisor with quarterly "certificate of insurance" naming the Franchisor and its affiliates, as well as their principals, as "additionally insured". Such insurance shall include coverage against all loss and liability from the operation of your Franchised Business, including errors and omissions insurance; worker's compensation coverage, including employer's liability, with limits as required by law; business interruption coverage, in the minimum amounts of $1,000,000 per occurrence and $3,000,000 in the aggregate; and cyber liability $1,000,000 per occurrence and $1,000,000 in the aggregate or such other limits and coverage as we may periodically require. Franchisee shall maintain such insurance coverage in full force and effect during the entire term of this Agreement. Franchisee shall cause Franchisor and any of its affiliates that Franchisor specifies to be named as additional insureds under all such policies. Franchisee shall further cause Franchisee's insurance agent to copy Franchisor on all insurance policies written and issued on behalf of Franchisee. In addition, all such policies shall provide for thirty (30) days' prior written notice to Franchisor of any material modification, cancellation or expiration. Upon request, Franchisee shall provide Franchisor with a certificate evidencing coverage. All amounts spent by Franchisor to secure any insurance coverage Franchisee fails to obtain shall be due to Franchisor by Franchisee upon Franchisor's written demand. Nothing herein shall create an obligation on the part of Franchisor to secure any insurance coverage for Franchisee. Franchisee also acknowledges that Franchisor may periodically increase the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards, or other relevant changes in circumstances. Franchisee shall also obtain and maintain any and all insurance required.

5. CONFIDENTIAL INFORMATION

A. OWNERSHIP

Franchisee acknowledges that there is information disclosed by Franchisor pursuant to this Agreement and ancillary agreements, during the Initial Training Program, in the Manual and otherwise (including, without limitation, the Proprietary Information, methods of service, sources and suppliers of equipment and services, marketing strategies, financial information, current and future customer lists and information, and, in general, methods, techniques, formulas, formats, specifications, standards, procedures, know-how, information systems and knowledge of the System and the entire contents of the Manual), that is proprietary, confidential or a trade secret of Franchisor, whether or not designated by Franchisor as confidential ("**Confidential Information**"). Franchisee acknowledges and agrees that Franchisor is the sole owner of all the Confidential Information, that the Confidential Information is being imparted to Franchisee in trust and confidence, and that the Confidential Information is not generally known to the trade or public and is not known to Franchisee except by reason of such disclosure. Franchisee acknowledges that the Confidential Information is economically valuable and that such value is derived from not being generally known to others. Franchisee agrees to maintain the absolute confidentiality of all Confidential Information during and after the term of this Agreement. Franchisee further acknowledges and agrees that Franchisee does not acquire any interest in the Confidential Information other than the right to utilize it in connection with the performance of Franchisee's obligations hereunder and the operations of the Agency. In addition, Franchisee acknowledges and agrees that the use, duplication or disclosure of the Confidential Information except as expressly permitted by this Agreement will constitute an unfair method of competition and that Franchisor will suffer irreparable injury thereby.

B. WORK PRODUCT

Franchisee acknowledges and agrees that all documents, papers, notes and other material and work product containing or derived from the Confidential Information or connected with Franchisee's conduct of the Agency shall be Confidential Information. Franchisee further acknowledges and agrees that Franchisee will have no proprietary interest in any work product developed or used by Franchisee and related to this Agreement and that all such work product is the sole property of Franchisor. Franchisee shall, upon Franchisor's request, do all things that may be necessary to establish or document Franchisor's ownership of any such work product.

C. MAINTENANCE OF CONFIDENTIALITY

Franchisee acknowledges and agrees that the Confidential Information is disclosed to Franchisee solely on the condition that Franchisee agrees, and Franchisee hereby agrees, that Franchisee:

(1) will use the Confidential Information in strict accordance with the instructions and directions given by Franchisor from time to time;

(2) will not use the Confidential Information, directly or indirectly, in any other business or capacity;

(3) will not, at any time, in any manner or form, directly or indirectly, disclose, duplicate, license, sell, reveal, divulge, publish or communicate the Confidential Information, or any portion thereof, to any person or entity other than Franchisee's authorized employees or consultants who need to have such information in connection with their jobs and who first sign Franchisee's form of confidentiality and noncompetition agreement (in a form acceptable to Franchisor);

(4) will not copy any materials containing the Confidential Information, including, without limitation, the Manual, without Franchisor's prior written consent;

(5) will observe and implement all procedures imposed from time to time by Franchisor to prevent the unauthorized use and disclosure of the Confidential Information;

(6) will keep the Manual and other written materials containing any portion of the Confidential Information in a secure manner and place; and

(7) if Franchisee is legally compelled by a court or government agency to disclose any of the Confidential Information, will do so only if Franchisee has used its best efforts to afford Franchisor the opportunity of obtaining appropriate protective orders or other assurances of confidentiality satisfactory to Franchisor.

Franchisee must obtain covenants against the use and disclosure of any Confidential Information and covenants not to compete from its Account Managers and any other employees or agents who have received or will have access to training or Confidential Information. Any individuals with access to our trade secrets or Confidential Information are required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Schedule F to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce those agreements.

6. FEES

A. INITIAL FRANCHISE FEE

Franchisee must pay to Franchisor, upon execution of this Agreement, an initial franchise fee of $25,000 (the "**Initial Franchise Fee**"). For qualified military veterans that provide reasonable proof, the Initial Franchise Fee will be reduced by $3,000. The Initial Franchise Fee is fully earned immediately upon payment and is non-refundable. We have no intention, now or in the future, of reducing the Initial Franchise Fee for any prospective franchisee, although we reserve the right to do so in our sole discretion, on a case-by-case basis, or if we run a franchise marketing promotion.

B. ROYALTY FEE

Franchisee shall pay to Franchisor a continuing fee equal to the greater of: (i) 8% of

Gross Revenue; or (ii) $400 per month ("**Royalty Fee**"). The Royalty Fee shall be paid on a weekly basis on Monday for the preceding Monday through Sunday. "**Gross Revenue**" means all sales made, and revenues Franchisee receives from the operation of the Agency (including any payments under Franchisee's business interruption insurance coverage and any condemnation awards) whether sold from or performed under the Agency, deducting only amounts paid to any governmental tax authority and any refunds made in accordance with Franchisor's policy. Percentage fees, per transaction fees, sales commissions and like costs paid from sales or deducted from sales by a vendor, such as a third-party referral service, payment processing service or a commissioned salesman are to be included in (not excluded from) Gross Revenue. Sales commissions and like costs are a business expense deducted from sales to calculate net revenues, and are not to be excluded for purposes of Gross Revenue.

C. SYSTEM MARKETING FUND CONTRIBUTION

Franchisor has a system wide marketing fund ("**System Marketing Fund**") to which you are required to contribute a 2% of Gross Revenue weekly on Monday for the preceding week defined Monday through Sunday ("**System Marketing Contribution**").

D. CHARITABLE DONATION FEE

Franchisor has established a charitable donation fund ("**Charitable Donation Fund**") to which Franchisee will be required to contribute ¼ of 1% (0.25) of Gross Revenue weekly on Monday for the preceding week defined as Monday through Sunday ("**Donation Fee**").

E. TECHNOLOGY FEE

Franchisee shall pay us an annual fee up to $3,000 to maintain the System website, email marketing, web hosting, training software and any other technology based services we provide to you ("**Technology Fee**").

F. PAYMENT METHOD

Franchisor shall have the right to vary the day and frequency of the due date of any payments (e.g., from Monday to Wednesday or weekly to monthly) and the method of payment from time to time. We may elect to collect monies from you via electronic funds transfer (EFT), ACH or other payment means indicated by the Franchisor. All fees required to be paid by Franchisee to Franchisor under this Agreement are non-refundable.

G. NONPAYMENT

If Franchisor does not receive Franchisee's Royalty Fee, System Marketing Contribution, Technology Fee, or any other payment hereunder by the dates they are due, Franchisee acknowledges that, in addition to exercising all other rights and remedies that Franchisor has, Franchisor may terminate this Agreement.

H. CHARGE ON LATE PAYMENTS; DISHONORED PAYMENTS

In addition to all other rights and remedies that accrue to Franchisor, late or overdue payments shall bear interest after the due date at the rate of 1.5% per month, not to exceed the highest applicable rate allowed by law. In addition, you will pay us a late fee on all amounts due and owing to us equal to the greater of 5% of the amount due or $100. In the event any payment by Franchisee is returned to Franchisor for insufficient funds, or is made by credit or debit card, by electronic funds transfer or EFT or other form of payment, and such payment is dishonored, Franchisee will be assessed an administrative handling fee in addition to all other applicable late fees and administrative charges. As of the date of this Agreement, the administrative handling fee is designated as $100. In such event, Franchisor may also require Franchisee to make all future payments by money order, cashier's check or a similar method of payment of immediately available funds. Franchisee acknowledges that this provision does not constitute agreement by Franchisor to accept such payments after they are due or a commitment to extend credit to, or otherwise finance such amounts.

I. NO WITHHOLDING OF PAYMENT

Franchisee agrees that Franchisee will not, on the grounds of the alleged nonperformance by Franchisor of any of its obligations hereunder or for any other reason whatsoever, withhold payment of any amounts due, nor shall Franchisee have any right of offset.

J. APPLICATION OF PAYMENTS; RIGHT OF OFFSET

Notwithstanding any designation by Franchisee, Franchisor shall have discretion to apply any current or past due payments by Franchisee to any indebtedness of Franchisee. In addition, Franchisor shall have the right to offset any amounts due to it or its affiliates against any amounts to be paid to Franchisee.

K. TAXES

If Franchisee is required by applicable law to withhold or deduct any tax on behalf of Franchisor from any amount payable to Franchisor under this Agreement, Franchisee shall provide Franchisor with (1) documentation showing that Franchisor is being taxed at the lowest rate allowed under local law, and (2) written receipts from the appropriate taxing authority certifying that payments have been made on Franchisor's behalf at the rates previously communicated to Franchisor. If Franchisor does not receive a refund or tax credit during the then-current tax year for the amount withheld or deducted, Franchisee shall increase its payment to Franchisor by the amount withheld or deducted.

L. REFERRED BUSINESS FEE

If we refer you a potential client, and you choose to send a proposal to that client and the client accepts the proposal, we will collect a 10% commission on the Gross Revenue

from that Referred Business Account

7. REPORTING AND RECORD KEEPING

A. COMPUTER SYSTEM

Franchisor has the right to designate and modify at any time the computer equipment and software Franchisee uses in the Agency. Franchisee shall purchase and install a computer system, including the laptop computers designated by Franchisor, required software, and maintain Internet access, all of which shall meet or exceed Franchisor's requirements and specifications as set forth in the Manual. Franchisee shall maintain all programs and information specified in the Manual (and only such programs and information) on the computer system. Franchisee shall use the computer system in accordance with Franchisor's policies, transmit data as required by Franchisor, give Franchisor unrestricted access to such data, and ensure that Franchisee's employees are adequately trained to operate all computers. All sales of the Agency must be made using the billing system specified by franchisor, and no other billing system. Franchisee shall maintain, repair, upgrade or replace any computer equipment used in the Agency to maintain compatibility with any software Franchisor requires Franchisee to use. Franchisor has the right to develop proprietary computer software and to require Franchisee to use it. Franchisor shall have independent access to the information on Franchisee's computer system and stored on hosted servers (if any), including the right to download any information, including continuous independent access to all Customer Information. "**Customer Information**" is defined as all names, contact information, financial information, and other personal information of or relating to your customers or prospective customers. Any customer lists compiled or amassed through the Computer System or collected by Franchisee in any other manner shall be Franchisor's proprietary property. Franchisee further agrees that it will not sell or use any such Customer Information for any purpose other than in connection with its Agency. Franchisor will have the right to access all information contained on the computer hardware and software, and there are no contractual limitations on its right to do so. When the Agreement expires or terminates, Franchisor may make all disclosures and use the Customer Information in any manner that deemed necessary or appropriate.

Franchisee acknowledges that neither Franchisor nor any affiliate of Franchisor has any obligation to provide ongoing maintenance, repairs, upgrades or updates to any of the computer hardware or software used in the Agency.

B. RECORD KEEPING

Franchisee must have bookkeeping and accounting services that accurately reflect the Gross Revenue, receipts and reports, costs of labor, semi-variables, fixed costs and advertising, and the financial results of the Agency, and also such procedures as may be more particularly described in the Manual. Franchisee shall maintain an accounting system approved by Franchisor, which fully and accurately reflects all aspects of the business conducted under this Agreement and which is compatible and consistent with the System. Franchisee shall have each month's books closed out and presented to Franchisor by the 15th

day following the end of each month. Franchisor shall own the master accounting software account and shall add accounts for each franchisee. Franchisor shall have the right and access to view and audit the franchisee's accounting at any time without notice to the Franchisee.

C. REPORTS

With each payment of the Royalty Fee, Charitable Donation Fund Fee, and System Marketing Contribution, Franchisee shall also deliver to Franchisor a Gross Revenue report on a form designated or approved by Franchisor. On a monthly basis, Franchisee shall also prepare income statements using Franchisor's then-current chart of accounts and income statement formats and shall provide such statements to Franchisor upon request. By April 15th following the close of each calendar year, Franchisee shall provide to Franchisor a Gross Revenue Report, profit and loss statement and a balance sheet, on such forms as Franchisor may require, prepared in accordance with U.S. generally accepted accounting principles. Franchisee shall provide to Franchisor a copy of any and all tax returns within ten (10) days after filing with the Internal Revenue Service. Franchisee shall also submit to Franchisor such other financial and non-financial reports and information as Franchisor may require. Franchisee must certify these statements and reports as true and correct. Each such report shall be in the form and present the information required by Franchisor or described in the Manual.

D. MAINTENANCE OF RECORDS AND REPORTS

All such books, records and tax returns shall be kept and maintained for at least three (3) years after their creation at the Agency or such other place as may be agreed to from time to time in writing by the parties.

E. REQUIRED DISCLOSURE

Franchisee acknowledges that Franchisor may be required by law, regulation or other legal requirement, or may deem it advisable, to disclose information regarding Franchisee or the operation of the Agency, including, without limitation, costs, revenues, earnings or other financial performance information. Franchisee agrees that Franchisor shall be entitled to disclose such information and that Franchisor shall have the right to determine the extent and manner in which such disclosure will be made. If Franchisor does not have the information necessary for the disclosure Franchisor determines it will make, Franchisee shall provide such information to Franchisor promptly upon Franchisor's request.

8. INSPECTION RIGHTS

A. TIMING AND SCOPE OF INSPECTIONS

Franchisor and its representatives shall have the right, at any time, with or without notice, to monitor and observe the conduct of the Agency, request samples of materials for the purpose of determining compliance with the requirements of this Agreement, for conducting quality assurance audits which may include customer surveys, and for any other

purpose connected with the System. Such right shall also include, without limitation, the ability to confer with Franchisee's employees and customers and to observe the manner in which Franchisee is rendering its services. Franchisee shall in all cases facilitate Franchisor's exercise of its rights under this Section. Franchisor may advise Franchisee of operating problems it discovers as a result of such activities or other reports.

B. MYSTERY SHOP PROGRAM

Franchisor may, at its option, establish a mystery shop program, or retain a third party to conduct a mystery shop program. If Franchisor does so, Franchisee must pay any fees and costs Franchisor incurs in connection with any and all mystery shopping with the Agency or other activities conducted by mystery shoppers in connection with the Agency.

C. AUDITS

Franchisor's representatives shall have the right at all times during normal business hours to audit Franchisee's books, records and tax returns, or such portions thereof as they pertain to the operation of the Agency. In lieu of an on-site audit, Franchisor may request that Franchisee transmit photocopies of Franchisee's books, records, tax returns to Franchisor and Franchisee shall promptly comply with such request. Upon receipt of notice by Franchisor, Franchisee shall pay to Franchisor Royalty Fees, System Marketing Fund Contributions and late fees with respect to the amount by which actual Gross Revenue ascertained by Franchisor's inspection exceed reported Gross Revenues. In the event that any report or statement understates Gross Revenue by more than two percent (2%) of the actual Gross Revenue ascertained by Franchisor's inspection, Franchisee shall, in addition to making the payment provided for in the immediately preceding sentence, and in addition to any other remedies and rights Franchisor may have, pay and reimburse Franchisor for any and all expenses incurred in connection with its inspection and audit, including, but not limited to, accounting and legal fees and travel expenses, room and board and compensation for Franchisor's representatives.

9. MARKETING AND ADVERTISING

A. SYSTEM MARKETING FUND

Franchisee agrees and acknowledges that the System Marketing Fund Contribution will be deposited in Franchisor's general operating account, may be commingled with Franchisor's general operating funds and may be deemed an asset of Franchisor. Franchisor will administratively segregate the Marketing Fund on its books and records. Franchisor will use the Marketing Fund for the purpose of promoting the System as a whole and increasing the goodwill of the Marks. Franchisor will conduct such advertising and marketing of the System and its services as Franchisor deems desirable to promote and enhance the reputation of the System, including, without limitation, the use of the System Marketing Fund on website design and optimization and other resources to increase web traffic to Franchisor's website. Franchisee understands, acknowledges and agrees that all decisions regarding advertising and marketing, including, without limitation, the type, quantity, timing,

placement and choice of media, market areas and advertising agencies shall be made by Franchisor. Franchisor may periodically advise Franchisee on marketing and advertising and may periodically provide advertising and promotional materials to Franchisee. Franchisee agrees and acknowledges that all costs of the formulation, development and production of any advertising and promotion (including, without limitation, the proportionate compensation of Franchisor's employees who devote time and render services in connection with such advertising and promotional programs and the administration, accounting and collection of the System Marketing Fund Contribution, the employment of an outside consultant or advertising agency to assist in with such advertising and promotional programs or of a website management firm to manage Franchisor's website and optimization) will be paid from the System Marketing Fund. Franchisor does not have any obligation to make expenditures that are proportionate or equivalent to Franchisee's System Marketing Fund Contributions in Franchisee's market area, nor does Franchisor represent that Franchisee will benefit directly or pro rata from the placement of advertising. The decision to commence, conduct, discontinue or re-establish the System Marketing Fund shall be made in the sole discretion of Franchisor.

B. GRAND OPENING MARKETING

You must spend $2,500 to $5,000 within 60 days of your completion of the Initial Training Program utilizing promotional elements we require. Franchisee acknowledges and agrees that adequate "opening" advertising is essential to the success of the Agency and agrees to conduct such advertising in connection with the opening of the Agency in accordance with Franchisor's directions. Franchisor will consult with Franchisee on marketing and advertising for this period. Franchisor reserves the right to collect the amount Franchisee must spend on opening advertising pursuant to this Section and implement grand opening marketing and promotions for the Agency.

C. APPROVAL OF ADVERTISING

All advertising copy and other materials the Franchisee proposes to use in advertising and marketing the Agency shall be consistent with quality and general overall advertising and promotional campaigns used in the System. Franchisor may periodically provide Franchisee with advertising materials and may require Franchisee to purchase brochures, apparel, and other promotional materials from Franchisor or a supplier designated by Franchisor. If Franchisee wishes to develop advertising materials, Franchisee shall submit the proposed advertising material to Franchisor at least ten (10) days in advance of publication or use and shall use only such advertising copy and materials as Franchisor has previously consented to in writing; but if we do not give our approval within 15 business days, we will have been deemed to disapprove the plans or material. Franchisee agrees and acknowledges that the copyright for any advertising or other materials that Franchisee develops for the Agency shall belong to Franchisor without any further action by the parties required.

D. NO FIDUCIARY DUTY

Nothing in this Section or anywhere in this Agreement creates a fiduciary relationship between the parties, nor shall anything herein be deemed to create any trust duties between the parties. No covenant shall be implied to vary or interpret the terms of this provision.

10. MARKS

A. OWNERSHIP OF MARKS AND GOODWILL

Franchisee's right to use the Marks is non-exclusive and derived solely from, and is subject to, the terms and conditions of this Agreement. Such right is limited to the operation of the Agency in accordance with this Agreement and all mandatory standards, specifications and operating procedures prescribed from time to time by Franchisor. Franchisee acknowledges that Franchisor has the right to use and license the use of the Marks and that they are valid trademarks. Franchisee agrees not to contest or oppose, nor to assist anyone else to contest or oppose, directly or indirectly, Franchisor's ownership or use of, application for, registration of, or the validity or enforceability of, any of the Marks, its applications for registration, or registration of, or the validity or enforceability of, any of the Marks. Franchisee also agrees not to acquire or use any trademarks that are similar or identical to the Marks. Franchisee agrees that its usage of the Marks and any goodwill established thereby shall inure to the exclusive benefit of Franchisor. The permission to use the Marks granted to Franchisee under this Agreement, does not constitute a warranty of the absence of any third-party senior or superior use claims in and to the Marks. Franchisor shall have no liability to Franchisee for any senior users that may claim rights to the Marks.

B. LIMITATIONS ON FRANCHISEE'S USE OF MARKS

If local laws require that Franchisee file a registration stating that Franchisee is conducting business under an assumed name or trade name, Franchisee shall state in such document that it is conducting such business as a franchisee of Franchisor. Franchisee shall not use any of the Marks or similar words or colorable imitations thereof as part of any name of any corporation, partnership, limited liability company or other business entity, or with any other prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form or as part of any domain name, web address or similar electronic use; nor may Franchisee use any of the Marks in connection with the sale of any unauthorized products or services or in any other manner not explicitly authorized in writing by Franchisor or which may, in the judgment of Franchisor, be in bad taste or inconsistent with Franchisor's public image or tend to bring disparagement, ridicule or scorn upon Franchisor, its trade names or the goodwill associated therewith. Franchisee will not use or display, or permit the use or display, of the trademarks, trade names, service marks, insignias, logotypes or any other commercial symbols or trade dress of any other person or entity in connection with the Agency without the prior written consent of Franchisor, or as expressly permitted in the Manual. Franchisee shall amend any corporate or other business entity name at Franchisor's request.

C. COPYRIGHT

Franchisee acknowledges that Franchisor or its affiliate has developed, and may further develop during the term of this Agreement, certain artistic designs, and certain other word combinations and other materials designated for use by Franchisee. Franchisee acknowledges that Franchisor or its affiliate retains all right, title and interest thereto as provided by copyright law to the originator of works and, further, that Franchisee is licensed to use such copyrighted materials solely in accordance with the terms and during the term of this Agreement. Franchisee agrees and acknowledges that, if Franchisee develops any materials for use in the Agency that Franchisor approves, Franchisor may incorporate such materials in the System and the copyright for any such materials shall belong to Franchisor without any further action required by the parties.

D. DEFENSE OF MARKS

(1) In the event that Franchisee receives notice or learns of a claim, suit, demand or proceeding against Franchisee on account of any alleged infringement, unfair competition, or similar matter relating to Franchisee's use of the Marks or copyrights, Franchisee shall immediately notify Franchisor of such claim, suit, demand or proceeding. You shall not communicate with any person other than us and our counsel in connection with any such infringement, challenge, or claim. We are not required to take affirmative action when notified of these uses or claims. We have the sole right to control any administrative or judicial proceeding arising out of any infringement, challenge, or claim involving a trademark licensed by us. Franchisee shall have no power, right, or authority to settle or compromise any such claim by a third party without the prior written consent of Franchisor. Franchisor shall evaluate the claim and determine whether or not to take action against such third party, using attorneys of Franchisor's choosing. Franchisor may elect to compromise or settle any such claim, at its sole discretion. Franchisee agrees to cooperate fully with Franchisor in connection with any such defense. Franchisee irrevocably grants Franchisor authority and power of attorney to defend or settle such claims, demands, suits or proceedings.

(2) In the event that Franchisee receives notice of or is informed of or learns that any third party is using the Marks or copyrights or any variants thereof, which Franchisee believes to be unauthorized, Franchisee shall promptly notify Franchisor. Thereupon, Franchisor shall, in its sole discretion, determine whether or not it wishes to undertake any action against such third party on account of said person's alleged infringement of the Marks or copyrights. In the event Franchisor undertakes such action, it shall have the authority and power of attorney to defend or settle such action. Franchisee agrees to render such assistance as Franchisor shall require to carry out the prosecution of any such action at Franchisor's expense. Franchisee shall have no right to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of said alleged infringement.

(3) We may but we are not required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the use of our Marks. At our option, we or our designee may defend and control the defense of any proceeding arising directly from your use of any Mark.

E. DISCONTINUANCE OF USE OF MARKS

If it becomes advisable at any time in Franchisor's sole discretion for Franchisee to modify or discontinue use of any Mark or use one or more additional or substitute marks or items, Franchisee agrees to comply with Franchisor's directions to modify or otherwise discontinue the use of such Mark and to accept, use and display such additional marks within a reasonable time after notice thereof by Franchisor but in no event more than thirty (30) days after receiving notice from Franchisor. Franchisor shall not be obligated to compensate Franchisee for any costs incurred by Franchisee in connection with any such addition, modification or discontinuance. Franchisee understands and acknowledges that Franchisee's obligation to discontinue the use of any Mark or use any additional Mark could result in substantial expense to Franchisee.

INTERNET MARKETING POLICY

You are restricted from establishing a presence on, or marketing on the Internet without our written consent. We have an Internet website at the uniform resource locator (URL) www.rightleftagency.com that provides information about the System and about Right Left Agency. Franchisee agrees and acknowledges that Franchisor's online policy and social media policy are integral components of the Agency. Franchisee agrees and acknowledges that Franchisee is obligated to comply with Franchisor's online policy, which is subject to change by Franchisor from time to time. We retain the sole right to post content on our website and otherwise market on the Internet, including the use of other websites, domain names, social media accounts, URLs, keywords, linking, search engines (and SEO techniques), banner ads, meta-tags, marketing, e-commerce and co-branding arrangements. Franchisee shall not register a domain name, establish a social media page on any site (including, without limitation, Facebook, LinkedIn, Twitter, Instagram, Snapchat, TikTok, or any other social or professional networking blog), create or maintain a website or electronic mail address utilizing the Marks or any name similar to the Marks or relating in any way to the Agency without Franchisor's prior written consent. Franchisee acknowledges that it may not mention or discuss the Agency, Franchisor or the System online or in social medial without Franchisor's prior written consent. Franchisee agrees and acknowledges that Franchisor has the right to review all online content involving the Marks or the System, and to require Franchisee to remove any content or usage, in Franchisor's sole discretion. We retain the sole right to approve any linking to, or other use of, the Right Left Agency website. You are not permitted to use a domain name containing Right Left Agency in the URL.

11. COMPETITION

A. FRANCHISEE'S COVENANT NOT TO COMPETE

(1) Franchisee acknowledges that Franchisor could not protect the Confidential Information against unauthorized use or disclosure and could not achieve a free exchange of ideas and information among owners of Agencies if Franchisee held interests in any competitive business. Franchisee acknowledges that Franchisor grants the rights to operate the Agency to Franchisee in part in consideration of, and in reliance upon,

Franchisee's agreement to deal exclusively with Franchisor. Therefore, neither you, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager or member of the professional staff of Franchisee or any of their immediate family, shall, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, during the term of this Agreement and for a period of two years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, financially or otherwise, or shall not advise in the establishment or operation of any business involving or related to online marketing or any similar business that would compete with Franchisor.

(2) In addition, for two (2) years after the termination or expiration of this Agreement, Franchisee shall not carry on, be engaged in or advise in the establishment or operation of any business involving or related to online marketing or similar businesses except pursuant to Franchise Agreements with Franchisor. Franchisee agrees and acknowledges that this restriction represents only a limited one on Franchisee's ability to conduct a business and that the purpose of this covenant is not to deprive Franchisee of a means of livelihood, and will not do so, but is rather to protect the goodwill and interest of the Marks and the System.

(3) During the term and for two (2) years after the termination or expiration of this Agreement, Franchisee shall not solicit other franchisees or prospective franchisees, nor shall Franchisee use available lists of franchisees, for any commercial or other purpose other than those directly related to the authorized operation of the Agency under this Agreement.

(4) Franchisee shall not, for two (2) years after the termination or expiration of this Agreement, solicit business from customers or clients of your former Agency, contact any of your suppliers or vendors for any competitive business purpose, or solicit any Right Left Agency franchisee, employee of the former Agency, employee of Franchisor or of any other franchisee for any competitive purpose, or knowingly solicit or induce such individuals to violate any confidentiality, non-competition or franchise agreement.

B. ACTIVITIES OF OTHER PERSONS

The activities of Franchisee's immediate family, Franchisee's owners, officers, directors, shareholders, members, trusts, trustees, subsidiaries, parent companies, partners, agents and employees or any enterprise in which any of them owns, directly or indirectly, any equity interest (except for investments totaling less than one percent (1%) of the stock of publicly held corporations), for purposes of this Section, shall be deemed to be activities of Franchisee. Upon Franchisor's request, Franchisee shall obtain the signature of any such persons on Franchisee's form of nondisclosure and noncompetition agreement (in a form acceptable to Franchisor). Franchisee shall use its best efforts to cause such other persons to observe the terms of those agreements.

12. TERMINATION

The following provisions are in addition to and not in limitation of any other rights and remedies Franchisor may have at law or in equity, all of which are expressly reserved. The exercise by Franchisor of any right or remedy shall not be deemed an election of remedies.

A. WITH NOTICE AND NO OPPORTUNITY TO CURE

This Agreement shall immediately terminate on delivery of notice of termination to Franchisee by Franchisor upon the occurrence of any of the following events, each of which is deemed to be an incurable breach of this Agreement and each of which is deemed to be "good cause." If Franchisee or its owners:

(1) becomes insolvent or admits in writing Franchisee's inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, files a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like or if such a petition is filed by a third party, or if an application for a receiver is made by anyone and such petition or application is not resolved favorably to Franchisee within ninety (90) days;

(2) abandons the Agency by failing to operate it for five (5) consecutive business days, or for five (5) business days within any twelve (12) month period, or for any shorter period in such circumstances that render reasonable the conclusion that Franchisee does not intend to continue operating the Agency, unless such failure is due to disaster or similar reasons beyond Franchisee's control;

(3) has made any material misrepresentation or omission in the application for the Agency or in any report that Franchisee submits to Franchisor;

(4) fails to open the Agency according this Agreement;

(5) fails to complete the Initial Training Program to Franchisor's satisfaction;

(6) is convicted by a trial court of or pleads no contest to a felony or other crime or offense or engages in conduct that reflects materially and unfavorably upon the operation and reputation of Franchisor, the System, or the Agency, or if any principal of Franchisee is convicted of or pleads no contest to a felony or other crime or offense or engages in such conduct;

(7) attempts to make or makes an unauthorized assignment, encumbrance or other transfer of Franchisee's rights or obligations under this Agreement;

(8) is a party to any other agreement with Franchisor or its affiliates that is terminated for Franchisee or an affiliate's breach thereof;

(9) makes any unauthorized use of the Marks or Confidential Information or

makes any duplication or disclosure of any Confidential Information including, but not limited to, any portion of the Manual;

(10) fails on three (3) or more separate occasions during the term of this Agreement to comply with this Agreement, whether or not such failures to comply are corrected after notice is delivered to Franchisee and whether or not such failures to comply relate to the same or different requirements of this Agreement;

(11) shall at any time have the Agency or its assets or premises seized, taken over or foreclosed by a government official in the exercise of such official's duties, or by a creditor, lien holder or lessor of Franchisee, or a writ or levy of execution shall issue against the franchise granted hereunder or the goods and chattels of Franchisee;

(12) fails, for a period of three (3) days after notification of noncompliance, to comply with any federal, state or local law or regulations applicable to the operation of the Agency including, without limitation, the Americans with Disabilities Act; provided, however, that if compliance requires more than three (3) days, Franchisee may have such additional time (not to exceed ten (10) days in the aggregate) to comply (a) if Franchisee immediately takes steps to begin compliance upon receipt of Franchisor's notice; and (b) if Franchisor does not determine that noncompliance would result in imminent danger to public health and safety;

(13) intentionally under-reports its Gross Revenue to Franchisor;

(14) has an undischarged execution of levy on the Agency;

(15) has a judgment against it issued in the amount of more than Five Thousand Dollars ($5,000) that remains unsatisfied (unless an appeal is filed or a supersedeas bond is secured) for a period of more than thirty (30) days;

(16) is subject to a determination by Franchisor, in its sole discretion, that continued operation of the Agency by Franchisee will result in imminent danger to public health or safety; or

(17) is designated, or any person described in Section 12.B is designated, by the United States government as a Specially Designated National or Blocked Person, as defined below;

(18) has its right to operate under any license or permit suspended, terminated or interrupted;

(19) engages in fraudulent behavior;

(20) engages in any activity reserved for Franchisor; or

(21) performs any competing services or sells competing services or products

in violation of this Agreement.

B. WITH NOTICE AND OPPORTUNITY TO CURE

This Agreement shall terminate upon Franchisee's failure to cure any of the following, each of which is deemed to be "good cause":

(1) noncompliance with any requirement in this Agreement not listed in subsection A above within thirty (30) days after notice thereof is delivered to Franchisee; or

(2) failure to make payments to Franchisor for any amounts due within five (5) days after notice thereof is delivered to Franchisee.

Franchisor shall have the right to terminate this Agreement if Franchisee has not cured the breach(es) on or before the date specified in the notice.

C. NO WAIVER

The description of any default in any notice served upon Franchisee shall in no way preclude Franchisor from specifying additional or supplemental defaults in any action, arbitration, hearing or suit relating to this Agreement or the termination hereof.

D. ENFORCEMENT

Franchisee acknowledges that Franchisor's decision to enforce or not to enforce compliance with its requirements by other franchisees or their contractual obligations shall not affect Franchisor's right to enforce such requirements or obligations against Franchisee, even under similar circumstances.

13. RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION

A. PAYMENT OF AMOUNTS OWED TO FRANCHISOR

Franchisee agrees to pay Franchisor immediately after the effective date of termination or expiration of this Agreement, all amounts due to Franchisor or its affiliates. You will pay to us all costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the termination or expiration of your Agency in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

B. MARKS

After the termination or expiration of this Agreement, Franchisee will:

(1) not directly or indirectly at any time or in any manner identify Franchisee or any business with which Franchisee is affiliated as a current or former franchisee or licensee of Franchisor, or as otherwise associated with Franchisor, or use any Mark, trade

dress, or any imitation thereof or other indicia of the Agency in any manner or for any purpose, or utilize for any purpose any trade name, trade or service mark, trade dress or other commercial symbol that suggests or indicates a connection or association, or former connection or association, with Franchisor;

(2) at Franchisor's option, return or destroy (and if destroyed, Franchisee must set forth with particularity in a writing signed by Franchisee or a principal thereof the items destroyed) all products bearing any Marks;

(3) refrain from engaging in a competing business as provided in this Agreement;

(4) stop using the Marks and the System and return to Franchisor all copies of the Manual and all other Confidential Information, including, without limitation, customer lists, information and data;

(5) stop all use of all telephone numbers, facsimile numbers, email addresses, home pages, domain and subdomain names, websites, social media pages and the like that are associated with the Agency and cooperate with Franchisor in causing all applicable telephone companies and other service providers to reassign such numbers and addresses and names to Franchisor or its nominee including, without limitation, signing transfer forms upon the execution of this Agreement or upon demand by Franchisor for use by Franchisor upon expiration or termination of this Agreement including the Conditional Assignment of Telephone and Listing as attached as Schedule E to this Agreement;

(6) refrain from soliciting customers or personnel of the Agency, Franchisor or other franchisees, and turn over all customer information and data to Franchisor;

(7) take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to Franchisee's use of any Marks;

(8) assist in the smooth transition of the business to any successor franchisee or to Franchisor;

(9) refrain from making any disparaging comments regarding Franchisor or the System;

(10) obtain "tail" insurance coverage, which tail coverage shall extend the insurance policies required pursuant to this Agreement for a minimum of three (3) years;

(11) comply with all further requirements set forth in the Manual; and

(12) if this Agreement is terminated by us for cause, we shall be entitled, as stipulated liquidated damages and not as a penalty and solely to compensate us for lost Royalty Fees for the period after termination of this Agreement, to a sum equal to the average Royalty Fees earned by us (even if not paid) per month over the twelve (12) month period

preceding the date of termination (or, if the Agency was not open throughout such 12 month period, then the average Royalty Fees earned by us per month for the period in which your Agency was open), multiplied by 36 or the number of months remaining in the then-current term of this Agreement, whichever is less ("**Liquidated Damages**"). In the event a default of this Agreement by you caused the Royalty Fees earned to substantially decline during the period to be used to calculate average Royalty Fees earned, then we may use any other reasonable time period or method to calculate Liquidated Damages

C. CONTINUING OBLIGATIONS

All obligations of the parties that expressly or by nature survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding its expiration or termination until they are satisfied in full or by nature expire.

D. OPTION TO PURCHASE

We have the right (but not the obligation), for a period of 30 days after termination or expiration of this Agreement, to purchase any or all assets of your Agency including equipment, supplies and other assets or equipment at the depreciated value calculated on a declining basis of accounting at the rate of 20% per annum or your cost (at our option), less any sums of money owed by you to us and less any sums of money necessary to upgrade your Agency to meet our then-current standards for a Right Left Agency franchise business and less any sums necessary to acquire clear title to the lease or sublease interest, if any. In the event that we are unable to agree on the value of said items, an independent appraiser shall be appointed by us to determine the value of the items based on the declining basis of accounting metric set forth in this Section. The determination of said appraiser shall be final and binding upon the parties. You shall pay the costs and expenses associated with the appointment of an independent appraiser.

14. ASSIGNMENT, TRANSFER AND ENCUMBRANCE

A. BY FRANCHISOR

This Agreement is fully transferable and assignable by Franchisor, in whole or in part, and shall inure to the benefit of any assignee, transferee or other legal successor to its interest herein. Upon such transfer or assignment, Franchisor shall have no further obligation or liability under this Agreement.

B. BY FRANCHISEE

(1) The rights granted to Franchisee in this Agreement are personal and Franchisee acknowledges that Franchisor is entering into this Agreement in reliance upon and in consideration of the individual character, skill, attitude, business ability and financial capacity of Franchisee or, if Franchisee is a corporation, partnership, limited liability company or other entity, of its principal owners. Accordingly, Franchisee shall not transfer,

as defined below, this Agreement, any interest therein or the assets of the Agency without Franchisor's prior written consent and, except as provided in subsections (3) and (4) below, without offering Franchisor a right of first refusal. Any attempt at a transfer that violates the provisions of this Section shall constitute a material breach of this Agreement and shall convey no right or interest in this Agreement or the assets of the Agency.

(2) For purposes hereof, "**transfer**" means any voluntary, involuntary, direct or indirect assignment, sale, division, encumbrance, hypothecation, mortgage, pledge or other transfer by Franchisee, in whole or in part, of any interest in this Agreement, any interest in the Agency or ownership of Franchisee (either by one or by a series of transfers) if Franchisee is a corporation, partnership, limited liability company or other entity or of the assets of the Agency, except for the sale of assets, such as merchandise made in the ordinary course of business. **"Transfer"** also includes a transfer to the surviving spouse, heirs, estate or other representative of Franchisee in the event of Franchisee's or its owner's death ("**Survivor**").

(3) If Franchisee is an individual and assigns its right to operate the business to a corporation or other entity, the individually named Franchisee shall be the legal and beneficial owner of one hundred percent (100%) of the outstanding shares of the assignee corporation or other ownership interest of the assignee entity, shall act as such corporation's or entity's principal officer and manager, and shall have the sole right to conduct the Agency. Any assignment of the business operated hereunder by Franchisee to a corporation or other entity shall be valid only upon the written consent of Franchisor; provided that (a) Franchisee shall remain the franchisee under the Franchise Agreement and shall remain responsible individually for all terms, covenants and conditions as contained in the Franchise Agreement, including, without limitation, all obligations to pay amounts due hereunder; (b) Franchisee must sign a personal service agreement with the entity and the Agency must be the sole business of the entity; and (c) the corporation or other entity agrees in writing to abide by all terms and conditions of the Franchise Agreement executed by Franchisee, including the payment of all sums as they become due. Such transfer shall not be subject to Franchisor's right of first refusal; provided that Franchisee notifies Franchisor in advance of the transfer. Notwithstanding the above, provided Franchisee retains the controlling interest of the assignee corporation or entity, it may transfer stock in such assignee corporation or ownership interest in such assignee entity to members of Franchisee's immediate family or to a trustee in trust for the same, provided the share certificates or other evidence of ownership contain a clause restricting their transfer as required by this Agreement.

(4) If Franchisee is a corporation or other entity, a transfer by any of Franchisee's shareholders or owners to any other existing shareholders or owners or new shareholders or owners that does not change the majority ownership of the entity shall not be subject to Franchisor's right of first refusal so long as Franchisee notifies Franchisor in advance of the transfer and provides Franchisor with all documents Franchisor deems necessary or advisable, including, without limitation, a personal guaranty by any new owners.

(5) Franchisor may require fulfillment of any or all of the following conditions

precedent to the granting of consent to any transfer:

(a) Franchisee must be in full compliance with Franchisee's obligations under this Agreement and under all other agreements between Franchisee and Franchisor or any of their affiliates;

(b) the Agency shall be in complete compliance with Franchisor's then-current standards;

(c) the proposed transferee shall be qualified according to Franchisor's then-current standards for new franchisees and shall have successfully completed Franchisor's Initial Training Program;

(d) the proposed transferee shall have executed Franchisor's then-current form of franchise agreement for a term of years equal to the remaining term of this Agreement, the proposed transferee shall have executed all ancillary agreements then required by Franchisor and all holders of an equity interest in the proposed transferee (if an entity) shall have executed Franchisor's then-current form of guaranty, and any other documents Franchisor deems necessary;

(e) the proposed transferee shall have paid to Franchisor a transfer fee. The transfer fee will be (a) twenty-five percent (25%) of the then-current Initial Franchise Fee if the transferee is an existing franchisee, or (b) seventy-five percent (75%) of the then-current Initial Franchise Fee if the transferee is not an existing franchisee. The transfer fee is nonrefundable even if Franchisor does not consent to the transfer;

(f) Franchisee (and its principals and affiliates if Franchisee is a corporation or other entity) shall have executed a general release in a form similar to the General Release attached to this Agreement as Schedule H;

(g) any obligations of the transferee to Franchisee shall be subrogated to the transferee's obligations to Franchisor;

(h) at Franchisor's option, Franchisee must transfer this Agreement together with all other agreements it and its affiliates have entered into with Franchisor or its affiliates and all rights thereunder to the transferee;

(i) the transferee and its personnel must have all necessary licenses; and

(j) the transferee is not: (i) a person designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national or blocked person" or similar status, (ii) a person described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001, or (iii) a person otherwise identified by government

or legal authority as a person with whom Franchisor is prohibited from transacting business ("**Specially Designated National or Blocked Person**") or a person in which a Specially Designated National or Blocked Person has an interest.

(6) Franchisor's consent to any transfer shall not constitute a waiver of any claim that Franchisor may have against Franchisee or its owner(s), or of Franchisor's right to demand strict compliance with this Agreement.

(7) No interest in this Agreement or the franchise shall be the subject of a lien, security interest or pledge either in favor of Franchisee as part of a transfer, or otherwise.

C. RIGHT OF FIRST REFUSAL

Franchisee shall provide Franchisor with complete information on the proposed transferee and terms of the transfer. Within sixty (60) days of receipt of complete information and documents by Franchisor, Franchisor will inform Franchisee: (1) whether it or its nominee will exercise its right of first refusal; and (2) if not, whether it will consent to the transfer. In the event that Franchisor notifies Franchisee that it or its nominee will exercise its right of first refusal, except as provided below, Franchisor or its nominee will accept the transfer upon the same terms and conditions as set forth in the instruments and documents which embodied the proposed transfer; provided that Franchisor may substitute the cash equivalent of any non-cash consideration that is part of a proposed transfer. Franchisor shall not be required, by exercise of its right of first refusal, to perform obligations of the proposed transferee that are merely incidental to the transfer (e.g., employment agreements in favor of individuals, and broker's or finder's fees to be paid by the proposed transferee to or on behalf of Franchisee or any principal of Franchisee). Moreover, Franchisor shall have not less than ninety (90) days from the delivery of Franchisor's notice of exercise to consummate the transfer. If Franchisor elects not to exercise its right of first refusal and consents to the proposed transfer, Franchisee may consummate the proposed transfer, but only upon the terms and conditions set forth in the notice submitted to Franchisor. Franchisee must close the proposed transfer within ninety (90) days after receipt of Franchisor's notice that it will not exercise its right of first refusal and that it will consent to the transfer.

D. DEATH OR PERMANENT DISABILITY

If Franchisee, or the principal of a Franchisee that is not an individual, dies or is permanently disabled in a manner that prohibits operation of the Agency, the Survivor or, in the case of permanent disability, the representative of Franchisee shall, within sixty (60) days of such death or determination of permanent disability, either meet all of Franchisor's then-current standards for new franchisees or shall transfer this Agreement in accordance with the requirements of this Section including, without limitation, the obligation to pay the transfer fee. You will pay us a management fee of 10% of Gross Revenue when we (or a third party) manage your Agency after your managing owner's death or disability, or after your default or abandonment.

15. INDEMNIFICATION OF FRANCHISOR

Franchisee shall, during the term of this Agreement and after the termination or expiration of this Agreement, protect, defend, indemnify and hold Franchisor, and its affiliates, associates, officers, directors, managers, shareholders, members, employees, agents, representatives and assignees harmless against any and all liability for all claims of every kind or nature arising in any way out of or relating to Franchisee's actions or failure to act, whether personal or in connection with the operation of the Agency, transfer of this agreement, the assets of the Agency or any ownership interest in Franchisee, any other actions or failure to act by Franchisee, its agents or representatives or any breach of this Agreement, including, without limitation, the obligation to comply with applicable law. For purposes of this indemnification, "**claims**" means and includes all obligations, actual and consequential damages, losses, claims, demands, liens, reckonings, accounts and costs incurred in the defense of any claim (such as, by way of illustration, accountants', attorneys' and expert witness' fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses). Franchisor shall have the right to defend any such claim against it with counsel of its own choosing and Franchisee agrees to cooperate fully with Franchisor in connection with the defense of any claim. Franchisee shall have no right to settle or refuse to settle any claim; Franchisor shall retain all right to do so. In addition, Franchisee agrees to cooperate fully with Franchisor in any other claims brought by or against Franchisor.

16. MISCELLANEOUS

A. FORCE MAJEURE

In the event of a natural disaster such as an earthquake, flood, hurricane, fire, a strike, lockout or labor controversy, pandemic, or the happening of any extraordinary event beyond the control of one of the parties which results in the inability of that party to operate or to provide the services contemplated by this Agreement, there shall be no obligation on the part of that party to operate or to provide such services during the period when such party is unable to do so; provided, however, that this provision shall not affect a party's obligation to make payments required by this Agreement.

B. GRAMMAR

The masculine of any pronoun will include the feminine and the neuter thereof, and the singular of any noun or pronoun shall include the plural, or vice versa, wherever the context requires.

C. INTERPRETATION

References in the Agreement to actions, rights, decisions or options to be exercised in Franchisor's discretion shall mean the sole, absolute and unfettered discretion of Franchisor. Whenever Franchisor reserves discretion in a particular area, Franchisor will satisfy any obligation imposed by law whenever it exercises reasonable business judgment

in making the decision or exercising its rights. Its decision or action will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended, in whole or part, to promote or benefit the System generally, even if the decision or action also promotes Franchisor's financial or other individual interest. When calculating the date upon which or the time within which any act is to be done, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day. The terms of this Agreement shall not be interpreted or construed in favor of or against any party on the ground that one party was the draftsman hereof.

D. SECTION HEADINGS

Section headings are for convenience of reference only and should not be construed as part of this Agreement nor should they limit or define the meaning of any provision herein.

E. NON-WAIVER

No failure by either party to take action on account of any default of the other party, whether in a single instance or repeatedly, and no course of dealing of the parties in variance with the terms hereof constitutes a waiver of any such default or of the performance required of either party by this Agreement. No express waiver by either party of any provision or performance hereunder or of any default by the other party constitutes a waiver of any other or future provision, performance or default. No waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party. The parties may in their sole respective discretion elect from time to time to waive obligations of one another under this Agreement upon such terms and conditions as they may, in their sole respective discretion, set forth in such written waiver.

F. NO EXEMPLARY DAMAGES

Neither party to this Agreement shall assert against the other party any claim for special, exemplary nor punitive damages arising out of the Franchisor-Franchisee relationship, the formation or performance of this Agreement, any breach of this Agreement, or the operation of the Agency.

G. INVALIDITY AND SEVERABILITY

If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision or portion thereof shall be deemed modified to the extent necessary to render the same valid, or as not applicable to the given circumstances, or shall be excised from this Agreement, as the situation may require, and this Agreement shall be construed and enforced as if such provision or portion thereof had been included herein as so modified in scope or application, or had not been included herein, as the case may be. The stated intention of the parties is that had they known of such invalidity or unenforceability at

the time of entering into this Agreement, they would have nevertheless contracted upon the terms contained herein, either excluding such provisions, or portions thereof, or including such provisions or portions thereof only to the maximum scope and application permitted by law, as the case may be. In the event such total or partial invalidity or unenforceability of any provision or portion thereof of this Agreement exists only with respect to the laws of a particular jurisdiction, this Section will operate upon such provision or portion thereof only to the extent that the laws of such jurisdiction are applicable.

H. NOTICES

Any notice or demand given or made pursuant to the terms of this Agreement will be made in writing and delivered by personal service, overnight delivery, or certified mail (postage prepaid) to such address as may be designated from time to time by the relevant party, and which will initially be as set forth as follows:

If given to Franchisor:

Right Left Franchise Group, LLC
2234 N. Federal Highway, Suite 1083
Boca Raton, FL 33431
Email: alex@rightleftageny.com

If given to Franchisee:

_____
_____
_____
_____

Any notice sent by certified mail will be deemed to have been given three (3) business days after the date on which it is mailed. All other notices will be deemed given when sent if personally delivered and one (1) business day after being sent by overnight delivery. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

I. ENTIRE AGREEMENT; MODIFICATION

This Agreement, any documents executed contemporaneously herewith that expressly reference this Agreement and any documents referred to herein constitute and contain the entire agreement and understanding of the parties with respect to the subject matter hereof. There are no representations, undertakings, agreements, terms, or conditions not contained or referred to herein; provided, however, that nothing in this Agreement is intended to disclaim the representations made in the Franchise Disclosure Document furnished to Franchisee. This Agreement supersedes and extinguishes any prior written agreement between the parties or any of them relating to the subject matter hereof. This Agreement may not be modified or amended except by a written amendment executed by both parties.

J. CONTROLLING LAW; DISPUTE RESOLUTION; ATTORNEYS' FEES AND EQUITABLE RELIEF

(1) This Agreement, including all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by the laws of Delaware without giving effect to its provision regarding choice of laws; provided, however, that the Lanham Act (15 U.S.C. 1051 *et seq*.) shall also apply to the provisions concerning the Marks and this Agreement shall be subject to the Federal Arbitration Act. Nothing in this Section is intended, or shall be deemed, to make any franchise, business opportunity or other law apply to this Agreement, or the transactions or relationships contemplated hereby, if such law would not otherwise be applicable.

(2) Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (in each case, a **"Dispute"**), the Dispute shall first be submitted to mediation on an expedited basis in the city in which Franchisor's headquarters is then located, administered by JAMS, or its successor, in accordance with JAMS rules and procedures then in effect. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested, with the expectation that the first mediation session shall occur within thirty (30) days of such written request. The party seeking the mediation must submit the following in addition to any demand or filing required by JAMS: a full and specific description of the claims under this Agreement including without limitation an identification of the specific provisions that the other party has breached, documentary evidence of the facts alleged by the complaining party and a declaration under penalty of perjury that all facts stated in the claims and documentation are true and correct and do not fail to state facts known to the complaining party that are material to the determination of the Dispute. The parties will cooperate with JAMS and with one another in selecting a neutral mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The mediator must be a retired judge or an attorney experienced in complex commercial transactions. If the parties are unable to select the mediator within ten (10) days after receipt of the mediation notice by JAMS, then JAMS shall designate the mediator. The parties covenant that they will (a) participate in the mediation in good faith, (b) share equally in the costs of the mediator and related JAMS administrative costs, and (c) pay in advance the estimated reasonable fees and costs of the mediation, as may be specified in advance by the mediator. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any reference, arbitration, litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. In the event it is necessary, any party may file a motion to compel the other party to participate in the mediation and the prevailing party shall be awarded its costs and expenses, including attorneys' fees in connection with such motion. If the Dispute is not resolved within ten (10) days after the first mediation session,

either party may (i) give written notice to JAMS and the other party that the mediation is terminated and (ii) submit any remaining Disputes to binding arbitration pursuant to Section 17.J(3) below.

(3) If the parties are unable to resolve the Dispute pursuant to Section 17.J(2) above, then the parties shall submit the Dispute to final and binding arbitration in the city in which Franchisor's headquarters is then located, administered by JAMS, or its successor, in accordance with the rules and procedures of JAMS then in effect. Any party may commence the arbitration by filing a written demand for arbitration with JAMS, with a copy to the other party, setting forth the subject of the Dispute and the relief requested, with the expectation that the first arbitration session shall occur within thirty (30) days of such written demand. The party seeking the arbitration must submit the following in addition to any demand or filing required by JAMS: a full and specific description of the claims under this Agreement including without limitation an identification of the specific provisions that the other party has breached, documentary evidence of the facts alleged by the complaining party and a declaration under penalty of perjury that all facts stated in the claims and documentation are true and correct and do not fail to state facts known to the complaining party that are material to the determination of the Dispute. The parties agree that any and all Disputes that are submitted to arbitration in accordance with this Agreement shall be decided by one (1) neutral arbitrator who is a retired judge or attorney who is experienced in complex commercial transactions. If the parties are unable to agree on an arbitrator, JAMS shall designate the arbitrator. The parties will cooperate with JAMS and with one another in selecting the arbitrator and in scheduling the arbitration proceedings in accordance with applicable JAMS procedures. The arbitration shall be conducted in accordance with the JAMS Comprehensive Rules. Any award issued as a result of such arbitration shall be final and binding between the parties thereto and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought. The parties expressly acknowledge and understand that by entering into this Agreement, they each are waiving their respective rights to have any Dispute between the parties hereto adjudicated by a court or by a jury.

(4) The parties recognize that their relationship is unique and that each franchisee is situated differently from all other franchisees, and that no one franchisee can adequately represent the interest of others. Therefore, the parties agree that any arbitration, suit, action or other legal proceeding shall be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff, consolidated or similar basis.

(5) Franchisor and Franchisee each consent and irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts of competent jurisdiction for Palm Beach County, Florida, and waive any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction and venue provision does not restrict the ability of the parties to confirm or enforce judgments or awards in any appropriate jurisdiction.

(6) The prevailing party in any legal proceeding will be entitled to recover its costs and, as an element of such party's cost of arbitration, suit or proceeding, and not as damages, attorneys' fees to be fixed by the arbitrator or by the court. Nothing in this

Agreement shall be construed as limiting or precluding either party from bringing any action in any court of competent jurisdiction for injunctive or other extraordinary relief, without the necessity of posting a bond (and if bond shall nevertheless be required, the parties agree that the sum of One Hundred Dollars ($100.00) shall be sufficient bond), in connection with the Marks, Trade Dress, Proprietary Information or Confidential Information. The parties shall have the immediate right to seek such injunctive or other extraordinary relief at any time, including, without limitation, during the pendency of an arbitration or other proceeding. This covenant shall be independent, severable and enforceable notwithstanding any other rights or remedies which such party may have.

(7) **YOU AND WE HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP CREATED BY THIS AGREEMENT, OR ANY OTHER AGREEMENTS BETWEEN YOU AND US AND/OR YOUR AND OUR RESPECTIVE AFFILIATES**.

(8) **EXCEPT FOR YOUR OBLIGATIONS TO US AND CLAIMS FOR UNAUTHORIZED USE OF THE PROPRIETARY MARKS OR CONFIDENTIAL INFORMATION, YOU AND WE EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. YOU AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, YOU WILL BE LIMITED TO EQUITABLE RELIEF AND RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS**.

(9) **ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIP BETWEEN YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN ONE (1) YEAR FROM THE OCCURRENCE OF THE ACT OR EVENT GIVING RISE TO SUCH CLAIM OR ONE (1) YEAR FROM THE DATE ON WHICH YOU OR WE KNEW OR SHOULD HAVE KNOWN, IN THE EXERCISE OF REASONABLE DILIGENCE, OF THE FACTS GIVING RISE TO SUCH CLAIMS, WHICHEVER OCCURS FIRST, EXCEPT FOR CLAIMS FOR: (A) INDEMNIFICATION; OR (B) UNAUTHORIZED USE OF THE CONFIDENTIAL INFORMATION OR PROPRIETARY MARKS. HOWEVER, THIS PROVISION DOES NOT LIMIT OUR RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY**.

(10) Nothing in this Agreement shall bar our right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause us loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. 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 your sole remedy, in the event of the entry of such injunction, shall 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).

K. RELATIONSHIP OF PARTIES

(1) Nothing herein contained shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or employment, and neither party shall hold itself out as an agent, legal representative, partner, subsidiary, joint venturer, servant or employee of the other party or its affiliate. With respect to all matters pertaining to the operation of the business conducted hereunder, Franchisee is, and shall be, an independent contractor. Neither Franchisor nor Franchisee has the right to bind or obligate the other to any obligations or debts.

(2) It is acknowledged that Franchisee is the independent owner of its business, shall be in full control thereof, and shall conduct such business in accordance with its own judgment and discretion, subject only to the provisions of this Agreement. Franchisee shall conspicuously identify itself as the independent owner of its business in all business communications, such as email signatures, and on any documents, materials or information released by Franchisee. Franchisee shall ensure all employees, vendors and contractors receive actual notice of the correct legal name of their employer or the party with whom they have contracted, which is Franchisee and not Franchisor. No party hereto shall be obligated by, or have any liability for, any agreements, representations or warranties made by the other nor shall Franchisor be liable for any damages to any person or property, directly or indirectly, arising out of the operation of Franchisee's business, whether caused by Franchisee's negligent or willful action or failure to act. Neither party shall have liability for any sale, use, excise, income, property or other tax levied upon the business conducted by the other party or in connection with the services performed or business conducted by it or any expenses incurred by it.

(3) Franchisee's employees are under Franchisee's sole control. Franchisor is not the employer or joint employer of Franchisee's employees. Franchisor will not exercise direct or indirect control of Franchisee's employees' working conditions. Franchisor does not share or codetermine the terms and conditions of employment of Franchisee's employees or participate in matters relating to the employment relationship between Franchisee and its employees, such as hiring, promotion, demotion, termination, hours or schedule worked, rate of pay, benefits, work assigned, discipline, response to grievances and complaints or working conditions. Franchisee has sole responsibility and authority for these terms and conditions of employment. Franchisee must notify and communicate clearly with its employees in all dealings, including, without limitation, its written and electronic correspondence, paychecks, and other materials, that Franchisee (and only Franchisee) is their employer and that Franchisor is not their employer.

(4) Nothing anywhere in this Agreement creates a fiduciary relationship between the parties, nor shall anything herein be deemed to create any trust duties between the parties. No covenant shall be implied to vary or interpret the terms of this provision.

L. COMPLIANCE WITH LOCAL LAW

If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of, or refusal to renew this Agreement than is required hereunder,

the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into in all other jurisdictions. Franchisor reserves the right to challenge the applicability of any such law or rule.

M. ENTITY FRANCHISEES

(1) If Franchisee is a partnership, Franchisee shall deliver to Franchisor a copy of its current partnership agreement prior to the execution of this Agreement. Thereafter, Franchisee shall deliver to Franchisor copies of all restated partnership agreements and any amendments to the partnership agreement marked to indicate changes since the date of the partnership agreement previously delivered to Franchisor. If Franchisee is a corporation, Franchisee shall deliver to Franchisor a copy of its certificate or articles of incorporation, or other charter documents and all amendments thereto, and a copy of its current bylaws and a copy of any shareholders' agreement and all amendments thereto, prior to the execution of this Agreement. Thereafter, Franchisee shall deliver to Franchisor copies of all subsequent amendments to its certificate or articles of incorporation or other charter documents and its current bylaws, and any shareholders' agreement, marked to indicate changes since the date of the certificate or articles, bylaws, shareholders' agreement, or other charter documents previously delivered to Franchisor. If Franchisee is a limited liability company, Franchisee shall deliver to Franchisor copies of its certificate of formation or articles of organization, its operating agreement and other charter documents, and all amendments thereto. Thereafter, Franchisee shall deliver to Franchisor copies of all subsequent amendments to its certificate of formation or articles of organization, operating agreement and other charter documents, marked to indicate changes since the date of the articles, agreement or other documents previously delivered to Franchisor.

(2) If Franchisee is a corporation, partnership, Limited Liability Company or other entity, Franchisee shall complete and deliver to Franchisor the Holder of Legal and Beneficial Interest in Franchisee attached as Schedule A to this Agreement. Franchisee shall notify Franchisor in writing within ten (10) days of any change in the information contained in Schedule A.

(3) If Franchisee is a corporation or otherwise issues ownership certificates, all securities shall be affixed with the following legend conspicuously on the face of the certificate evidencing the issuance thereof:

"The transfer of the shares/ownership interest represented by this certificate is subject to the terms and conditions of a Franchise Agreement entered into with Right Left Franchise Group, LLC dated _____ __, 20__, a copy of which is on file with the Secretary of this corporation/entity."

N. PERSONAL GUARANTIES

If Franchisee is a corporation, a partnership, a limited liability company or other

entity, Franchisor shall not be bound unless all shareholders, general partners or members of Franchisee, as applicable, have read and approved this Agreement and further agree that any restriction applicable to the corporation, partnership, limited liability company or other entity shall also apply to them individually and collectively (including the prohibition on their ability to transfer their interests in Franchisee) and further agree, if Franchisor so requires, to personally, jointly and severally, guarantee the performance of Franchisee under the terms of this Agreement by executing the form of Owner's Guaranty set forth in Schedule B to this Agreement.

O. STATUTE OF LIMITATIONS

The parties hereby acknowledge and agree that any suit, action or other proceeding relating to this Agreement must be brought within one (1) year after the occurrence of the act or omission that is the subject of the suit, action or other legal proceeding.

P. NO THIRD PARTY BENEFICIARY

Except as otherwise expressly provided herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors and personnel, and such of your and our respective successors and assigns as may be contemplated (and, as to you, expressly authorized pursuant to Section 14), any rights or remedies under or as a result of this Agreement.

Q. RELEASE OF PRIOR CLAIMS

By executing this Agreement, you, individually and on behalf of your heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, forever releases and discharges Franchisor and our officers, directors, employees, agents and servants, including our subsidiary and affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under this Agreement or any other agreement between the parties executed prior to the date of this Agreement including, but not limited to, any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any state or territory thereof, however this release expressly excludes claims arising from representations this the Disclosure Document or its exhibits or amendments.

R. REPRESENTATIONS AND WARRANTIES

(1) Franchisee represents and warrants to Franchisor that neither Franchisee (including, without limitation, any and all of its directors, officers and managers), nor any of its affiliates or the funding sources for either is a Specially Designated National or Blocked Person. Neither Franchisee nor any of its affiliates is directly or indirectly owned or controlled by the government of any country that is subject to an embargo by the United States government. Neither Franchisee nor any of its affiliates is acting on behalf of a government of any country that is subject to such an embargo. Franchisee further represents

and warrants that it is in compliance with any applicable anti-money laundering law, including, without limitation, the USA Patriot Act.

(2) Franchisee (on behalf of itself and all of the holders of (a) an equity interest in Franchisee, and (b) an equity interest in holders of equity interests in Franchisee) represents and warrants to Franchisor that execution and delivery of this Agreement and the performance of Franchisee's obligations hereunder, does not: (i) conflict with, violate, result in a breach of or constitute a default (or an event which, with notice or passage of time or both, would constitute a default) under, or result in the termination or in a right of termination or cancellation of, any other agreement to which Franchisee or any such holder is party or by which Franchisee or any such holder, or any of their respective assets may be bound; (ii) violate any order, writ, injunction, decree, judgment or ruling of any court or governmental authority; or (iii) violate any applicable law.

(3) Franchisee represents and warrants to Franchisor that neither Franchisor nor any of its representatives has made any of the following representations:

(a) that Franchisor guarantees, conditionally or unconditionally, or make a written or oral representation (i) that would cause a reasonable person in Franchisee's position to believe that income is assured, (ii) that Franchisee will derive income from the Agency, (iii) that Franchisee's investment is protected from loss or (iv) that Franchisee can earn a profit in excess of its initial payment;

(b) that Franchisor will refund all or part of the fees paid by Franchisee (including, without limitation, a representation that Franchisor will refund Franchisee's initial payment or return any promissory note upon termination or non-renewal of the Agency) or repurchase any of the products, equipment, supplies, goods or chattels supplied by Franchisor or its affiliate to Franchisee;

(c) that there is a market for the goods or services to be offered, sold or distributed by Franchisee.

(4) Franchisee agrees that it will notify Franchisor in writing immediately upon the occurrence of any event that would render the foregoing representations and warranties of this Section incorrect.

17. ACKNOWLEDGMENTS

Franchisee acknowledges and represents the following to Franchisor to induce it to enter into this Agreement:

A. FRANCHISEE HAS READ THIS AGREEMENT AND THE FRANCHISE DISCLOSURE DOCUMENT AND ALL OTHER RELATED AGREEMENTS AND DOCUMENTS AND UNDERSTANDS AND ACCEPTS THE

TERMS, CONDITIONS, AND COVENANTS CONTAINED IN THIS AGREEMENT AS BEING REASONABLY NECESSARY TO MAINTAIN THE SYSTEM'S HIGH STANDARDS OF QUALITY AND SERVICE AND THE UNIFORMITY OF THOSE HIGH STANDARDS IN ORDER TO PROTECT AND PRESERVE THE GOODWILL OF THE MARKS. FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR OR ITS REPRESENTATIVES HAVE FULLY AND ADEQUATELY EXPLAINED THE PROVISIONS OF SUCH DOCUMENTS TO THE SATISFACTION OF FRANCHISEE;

B. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE AGENCY. FRANCHISEE RECOGNIZES THAT THE NATURE OF THIS BUSINESS MAY EVOLVE AND CHANGE OVER TIME, THAT IT INVOLVES BUSINESS RISKS AND THAT THE SUCCESS OF THE VENTURE DEPENDS PRIMARILY UPON FRANCHISEE'S INDIVIDUAL AND INDEPENDENT BUSINESS ABILITY AND EFFORTS. FRANCHISEE UNDERSTANDS THAT THE AGENCY IS A RELATIVELY NEW CONCEPT THAT ENTAILS BUSINESS RISKS. FRANCHISEE HAS CONSULTED WITH SUCH PROFESSIONAL ADVISORS OF FRANCHISEE'S CHOOSING AS FRANCHISEE DEEMS NECESSARY, INCLUDING LEGAL COUNSEL, REGARDING ALL ASPECTS OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT, ALL RELATED AGREEMENTS AND THE BUSINESS RELATIONSHIP CREATED THEREBY, AND TO DETERMINE THAT FRANCHISEE IS FINANCIALLY PREPARED TO ASSUME THE RISKS THAT MAY BE INVOLVED IN SUCH A BUSINESS VENTURE;

C. FRANCHISEE HAS NOT RECEIVED OR RELIED UPON ANY PROMISE, REPRESENTATION, GUARANTY OR WARRANTY, EXPRESSED OR IMPLIED, ABOUT THE POTENTIAL VOLUME, REVENUES, PROFITS, OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT;

D. FRANCHISEE IS AWARE OF THE FACT THAT SOME PRESENT OR FUTURE FRANCHISEES MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENTS, AND CONSEQUENTLY, THAT FRANCHISOR'S OBLIGATIONS AND RIGHTS WITH RESPECT TO ITS VARIOUS FRANCHISEES MAY DIFFER MATERIALLY;

E. NO REPRESENTATIONS HAVE BEEN MADE OR AUTHORIZED BY FRANCHISOR, OR BY ITS OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, SALES PERSONNEL, AGENTS OR OTHER REPRESENTATIVES, THAT ARE CONTRARY TO THE STATEMENTS MADE IN THE FRANCHISE DISCLOSURE DOCUMENT HERETOFORE RECEIVED BY FRANCHISEE OR TO THE TERMS CONTAINED IN THIS AGREEMENT, AND FRANCHISEE HAS NOT RELIED UPON ANY OTHER SUCH REPRESENTATIONS;

F. IN ALL OF THEIR DEALINGS WITH FRANCHISEE, THE OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, SALES PERSONNEL, AGENTS AND REPRESENTATIVES OF

FRANCHISOR ACT ONLY IN A REPRESENTATIVE CAPACITY, NOT IN AN INDIVIDUAL CAPACITY, AND THIS AGREEMENT, AND ALL BUSINESS DEALINGS BETWEEN FRANCHISEE AND SUCH INDIVIDUALS AS A RESULT OF THIS AGREEMENT, ARE SOLELY BETWEEN FRANCHISEE AND FRANCHISOR;

G. FRANCHISEE ACKNOWLEDGES THAT IN EACH CASE IN WHICH FRANCHISOR MAY EXERCISE ANY OPTION OR OTHER RIGHT UNDER THIS AGREEMENT OR UNDER ANY AGREEMENT CONTEMPLATED HEREBY, FRANCHISOR MAY DO SO IN ITS SOLE DISCRETION, WITHOUT LIABILITY OR OTHER OBLIGATION. SO AS TO PRESERVE THE FLEXIBILITY TO DEAL WITH PRACTICAL SITUATIONS, FRANCHISOR MAY, IN ITS SOLE DISCRETION, ELECT TO NOT ENFORCE (OR TO SELECTIVELY ENFORCE) ANY PROVISION OF THIS AGREEMENT, OR ANY OTHER AGREEMENT, ANY POLICY OR OTHERWISE, WHETHER WITH RESPECT TO FRANCHISEE OR ANY OTHER FRANCHISEE OR OTHERWISE, AND FRANCHISOR MAY APPLY DIFFERENT POLICIES TO ANY FRANCHISEE, ALL WITHOUT LIABILITY OR OTHER OBLIGATION, AND ANY SUCH ACTS OR OMISSIONS WILL NOT LIMIT OR OTHERWISE AFFECT FRANCHISOR'S RIGHTS, WHETHER TO STRICTLY ENFORCE THIS AGREEMENT OR OTHERWISE; AND

H. THE APPLICATION MADE BY FRANCHISEE IS TRUE AND CORRECT. FRANCHISEE HAS MADE NO INCORRECT STATEMENT IN THE APPLICATION OR FAILED TO MAKE ANY STATEMENT THAT WOULD BE NECESSARY TO MAKE THE STATEMENTS IN THE APPLICATION NOT MISLEADING.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated on the first page hereof.

RIGHT LEFT FRANCHISE GROUP LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

Franchisee Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

SCHEDULE A TO THE FRANCHISE AGREEMENT

HOLDERS OF LEGAL OR BENEFICIAL INTEREST
IN FRANCHISEE; OPERATING PRINCIPAL

Operating Principal(s):

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: ___%

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: ___%

Holders of Legal or Beneficial Interest:

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: ___%

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: ___%

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: ___%

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: ___%

FRANCHISEE:

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

SCHEDULE B TO THE FRANCHISE AGREEMENT

OWNERS' GUARANTY

This Owners' Guaranty (the "**Guaranty**") is given this _____ (date), by the undersigned in connection with the Franchise Agreement dated _____, between **RIGHT LEFT FRANCHISE GROUP, LLC** ("**Franchisor**") and _____ ("**Franchisee**").

In consideration of, and as an inducement to, the execution of the Franchise Agreement by Franchisor, each of the undersigned and any other parties who sign counterparts of this Guaranty (individually, a "**Guarantor**" and collectively, the "**Guarantors**") hereby personally and unconditionally guarantee to Franchisor and its successors and assigns, that Franchisee will punctually perform its obligations and pay all amounts due under the Franchise Agreement, including (without limitation), amounts due for initial franchise fees, royalties, advertising fund contributions and purchases of equipment, materials, and supplies.

Each Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty and the undertakings of the owners in the Franchise Agreement are in partial consideration for, and a condition to, the granting of a franchise in the Franchise Agreement, and that Franchisor would not have granted such rights without the execution of this Guaranty and such undertakings by each Guarantor.

Each Guarantor waives:

(i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; and

(ii) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

(iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

(iv) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

(v) all rights to payments and claims for reimbursement or subrogation which he or she may have against Franchisee arising as a result of his or her execution of and performance under this Guaranty (including by way of counterparts); and

(vi) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each Guarantor consents and agrees that:

(i) his or her direct and immediate liability under this Guaranty will be joint and several not only with Franchisee, but also among the Guarantors; and

(ii) he or she will render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; and

(iii) such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and

(iv) such liability will not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Franchise Agreement or by any extension of time, credit or other indulgence that Franchisor may from time to time grant to Franchisee or to any other person, including, without limitation, 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 Guaranty, which will be continuing and irrevocable throughout the term of the Franchise Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Franchisor under the Franchise Agreement; and

(v) Franchisee's written acknowledgment, accepted in writing by Franchisor, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Franchisee will be conclusive and binding on the undersigned as Guarantors.

Each Guarantor individually, jointly and severally, also makes all of the covenants, representations, warranties and agreements of your owners set forth in the Franchise Agreement and is obligated to perform thereunder, including, without limitation, under Sections 3, 9, 15, 16, 17, 26 and 27 (which include, among other things, the MEDIATION/ARBITRATION OF DISPUTES and WAIVERS OF JURY TRIAL RIGHTS AND PUNITIVE DAMAGES).

Additionally, with respect to the individual designated as the Operating Principal, the Operating Principal acknowledges that the undertakings by Operating Principal under this Guaranty are made and given in partial consideration of, and as a condition to, Franchisor's grant of franchise rights as described herein; Operating Principal individually, jointly and severally, makes all of the covenants, representations and agreements of Franchisee and Operating Principal set forth in the Franchise Agreement and is obligated to perform hereunder.

If Franchisor is required to enforce this Guaranty in an administrative, judicial or arbitration proceeding, and prevails in such proceeding, Franchisor will be entitled to reimbursement of its costs and expenses, including, but not limited to, legal and accounting fees and costs, administrative, arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of an administrative, judicial or arbitration proceeding and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors will reimburse Franchisor for any of the above-listed costs and expenses incurred by it.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Franchise Agreement was executed.

GUARANTORS:

_____

Name: _____

_____

Name: _____

_____

* Denotes individual who is Franchisee's Operating Principal

SCHEDULE C TO THE FRANCHISE AGREEMENT

FRANCHISEE TRAINING ACKNOWLEDGMENT FORM

Opening Date_____ Today's Date_____

Franchisee Name _____

Agency Address_____

City_____ State_____

Zip_____

Please answer the following questions and, where applicable, circle the correct answer:

1. **Did you complete the Initial Training Program?**
   YES NO

2. **Did you complete the Training Exam?**
   YES NO

3. **Did you receive adequate training during the Initial Training in each area?**
   YES NO

4. **Did you feel that more attention was needed in any one area of training?**
   YES NO

   If "YES" please describe:

   _____
   _____
   _____

5. **How would you rate the knowledge base and effectiveness of the class trainer? (circle)**

   POOR GOOD EXCELLENT

6. **Overall, the Right Left Agency franchise training was:**

   POOR GOOD EXCELLENT

7. **Do you feel that you require additional training in any aspect of the business?**
   YES NO
   If "YES", please describe:

   _____
   _____
   _____

8. **Did you receive adequate training in each of the following areas?**

   Regulations and Compliance
   YES NO

   Technical training
   YES NO

   Sales and Marketing
   YES NO

   Employee Management
   YES NO

   Operations

   YES NO

   Recruiting/Hiring
   YES NO

9. **If You Answered "NO" to any of the above, please explain:**
   _____
   _____
   _____

10. **Are there any changes or improvements you would suggest for our training program(s)?**
    _____
    _____
    _____

FRANCHISEE:

By: _____
Name:_____
Title: _____

SCHEDULE D TO THE FRANCHISE AGREEMENT

ACH PAYMENT AGREEMENT

FRANCHISEE NAME: _____

AUTHORIZATION AGREEMENT FOR ACH Payments

(I/we) do hereby authorize Right Left Franchise Group, LLC, hereinafter named the "**Franchisor**", to initiate (debit or credit) entries to (my/our) (Checking Account / Savings Account) as indicated and named below as the depository financial institution, hereafter named FINANCIAL INSTITUTION pursuant to the terms of the Franchise Agreement by and between us and the Franchisor.

(I/we) acknowledge that the origination of ACH transactions to my (my/our) account must comply with the provisions of U.S. law. Furthermore, if any such debit(s) should be returned NSF, (I/we) authorize the Franchisor to collect such debit(s) by electronic debit and subsequently collect a returned debit NSF fee of $100.00 per occurrence by electronic debit from my account identified below. In the event all funds and interests are not received by Franchisor within five days from presentment and intended withdrawal from our account by Franchisor, then we will be deemed in default of the Franchise Agreement. We further agree to pay all reasonable costs of collection including but not limited to reasonable attorney's fees and court costs incurred by Franchisor. I am a duly authorized check signer on the financial institution account identified below, and authorize all of the above as evidenced by my signature below.

CHECK (ACH) INFORMATION ROUTING NUMBER: _____
ACCOUNT NUMBER: _____
DEPOSITORY NAME: _____
BRANCH:
_____
CITY: _____ STATE: _____ZIP: _____

COMPANY NAME: _____
FIRST NAME/LAST NAME: _____
BILLING ADDRESS: _____
CITY_____STATE_____ZIP_____
PHONE NUMBER: _____
CUSTOMER NUMBER: _____
SIGNATURE ON FILE: _____
PHONE OR EMAIL APPROVAL AUTHORIZATION NUMBER: _____

FRANCHISEE:

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

SCHEDULE E TO THE FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS (this "**Assignment**") is effective as of _____ (date), between **RIGHT LEFT FRANCHISE GROUP, LLC**, a Delaware limited liability company, with its principal place of business 2234 N. Federal Highway, Suite 1083, Boca Raton, FL 33431 ("**we**," "**us**" or "**our**")
and_____(address),
whose current place of business is _____
("**you**" or "**your**"). You and we are sometimes referred to collectively as the "**parties**" or individually as a "**party.**"

BACKGROUND INFORMATION:

We have simultaneously entered into the certain Franchise Agreement (the "**Franchise Agreement**") dated as of _____ (date) with you, pursuant to which you plan to own and operate a Right Left Agency (the "**Franchised Business**"). Right Left Agency franchises use certain proprietary techniques, knowledge, procedures, formats, systems, forms, materials, applications, methods, specifications, standards and techniques authorized or developed by us (collectively the "**System**"). We identify Right Left Agency businesses and various components of the System by certain trademarks, trade names, service marks, trade dress and other commercial symbols (collectively the "**Marks**"). In order to protect our interest in the System and the Marks, we will have the right to control the telephone numbers and listings of any Right Left Agency™ franchises if the Franchise Agreement is terminated.

OPERATIVE TERMS:

You and we agree as follows:

1. **Background Information**: The background information is true and correct. This Assignment will be interpreted by reference to the background information. Terms not otherwise defined in this Assignment will have the meanings as defined in the Franchise Agreement.

2. **Conditional Assignment**: You assign to us, all of your right, title and interest in and to those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Numbers and Listings**") associated with the Marks and used from time to time in connection with the operation of your Franchised Business. This Assignment is for collateral purposes only. We will have no liability or obligation of any kind arising from or in connection with this Assignment, unless we notify the telephone company, the provider of a voice over internet phone, and/or the listing agencies with which you have placed telephone directory listings (collectively, the "**Telephone Company**") to effectuate the assignment of the Numbers and Listings to us. Upon termination or expiration of the Franchise Agreement we will have the right and authority to ownership of the Numbers and Listings. In such event, you will have no further right, title or interest in the Numbers and Listings and will remain liable to the Telephone Company for all past due fees owing to the Telephone Company on or before the date on which the assignment is effective. As between us and you, upon termination or expiration of the Franchise Agreement, we will have the sole right to and interest in the Numbers and Listings.

3. **Power of Attorney**: You irrevocably appoint us as your true and lawful attorney-in-fact to: (a) direct the Telephone Company to effectuate the assignment of the Numbers and Listings to us; and (b) sign on your behalf such documents and take such actions as may be necessary to effectuate the assignment. Notwithstanding anything else in the Assignment, however, you will immediately notify and instruct the Telephone Company to effectuate the assignment described in this Assignment to us when, and only when: (i) the Franchise Agreement is terminated or expires; and (ii) we instruct you to so notify the Telephone Company. If you fail to promptly direct the Telephone Company to effectuate the assignment of the Numbers and Listings to us, we will direct the Telephone Company to do so. The Telephone Company may accept our written direction, the Franchise Agreement or this Assignment as conclusive proof of our exclusive rights in and to the Numbers and Listings upon such termination or expiration. The assignment will become immediately and automatically effective upon Telephone Company's receipt of such notice from you or us. If the Telephone Company requires that you and/or we sign the Telephone Company's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, our signature on such forms or documentation on your behalf will effectuate your consent and agreement to the assignment. At any time, you and we will perform such acts and sign and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement. The power of attorney conferred upon us pursuant to the provisions set forth in this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without our consent.

4. **Indemnification**: You will indemnify and hold us and our affiliates, stockholders, directors, officers and representatives (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of any agreement or contract or the nonpayment of any debt you have with the Telephone Company.

5. **Binding Effect**: This Assignment is binding upon and inures to the benefit of the parties and their respective successors-in-interest, heirs, and successors and assigns.

6. **Assignment to Control**: This Assignment will govern and control over any conflicting provision in any agreement or contract which you may have with the Telephone Company.

7. **Attorney's Fees, Etc.**: In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment or the enforcement thereof, the prevailing party will be entitled to reimbursement of its attorneys' fees, costs and expenses from the non-prevailing party. The term "**attorneys' fees**" means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitration proceedings.

8. **Severability**: If any of the provisions of this Assignment or any section or subsection of this Assignment are held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected, and will remain in full force and effect in accordance with its terms.

9. **Governing Law and Forum**: This Assignment is governed by Delaware law. The parties will not institute any action against any of the other parties to this Assignment except in the state or federal courts of general jurisdiction in Palm Beach County, Florida, and they irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court.

[Signatures Follow on Next Page]

RIGHT LEFT FRANCHISE GROUP LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

Franchisee Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

SCHEDULE F TO THE FRANCHISE AGREEMENT

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This NONDISCLOSURE AND NONCOMPETITION AGREEMENT (the "**Agreement**") is made and entered into this date:_____, by and between _____, residing at _____ (address), who presently is an Account Manager, assistant manager or employee of a Right Left Agency franchised business, or a director, manager or officer of a Right Left Agency franchisee (the "**Employee**") and _____, a (state)_____ corporation and its successors and assigns (the "**Employer**").

R E C I T A L S:

A. Employer is a company engaged in the business of owning and operating a Right Left Agency franchise under a license granted by Right Left Franchise Group, LLC (the "**Franchisor**").

B. Employer is desirous of protecting its rights and interests in and to the Right Left Agency™ franchise that Franchisor has granted to Employer, including operating systems, sales and marketing programs and ideas, and all information and documents relating thereto.

C. Employee is being retained by Employer to provide services as the _____ for Employer.

D. Employer will provide substantial opportunities to the Employee in the conduct of Employee's position including, but not limited to, present and future earnings, access to potential and existing clients, and Employer's and Franchisor's confidential and proprietary information. Employee further acknowledges that Employer would not employ or continue to employ Employee without Employee's agreeing to be bound by the restrictions contained in this Agreement.

A G R E E M E N T S:

NOW, THEREFORE, in consideration of the premises, which Employee agrees is good and valuable consideration, the receipt of which hereby is acknowledged, Employee represents and warrants to Employer and covenants and agrees with Employer as follows:

1. Recitals. The statements made in the Recitals above are true and accurate and are incorporated herein.

2. Specialized Knowledge and Training. Employee acknowledges and agrees that:

(a) the knowledge and experience that Employee will acquire while associated with and/or employed by Employer is of a special, unique, and extraordinary character and that Employee's position with Employer places Employee in a position of a confidence and trust with the clients, sales agents, contacts, account executives, investors, accounts, associates and employees of Employer and allow Employee access to Confidential Information (as that term is defined in *Section* 6 below), which access Employee would not have but for Employee's relationship with Employer; and

(b) Employer will make substantial investments of time and capital in the development of Employee's goodwill, education and expertise, from which Employee will receive a substantial and direct economic benefit.

3. Operating System and Trademarks. Employee acknowledges and agrees that:

(a) Franchisor is the creator and owner of the trade secrets, products, concept, style, confidential information, format and operating system (collectively, the "**Operating System**") and the logotypes, service marks and trademarks now or hereafter involved in the operation of a Right Left Agency franchise using the style, trademark, service mark, and trade name Right Left Agency (collectively, the "**Marks**"), and the good will associated therewith, and has granted to Employer the right and license to operate a licensed Right Left Agency franchise using the Operating System and the Trademarks subject to the continuing control by Franchisor of the dissemination and use of the Operating System and the Trademarks;

(b) Employee has obtained or will obtain knowledge of the Operating System in connection with its association with or employment by either Franchisor and/or Employer, which knowledge obtained or to be obtained by Employee was unknown to it prior to said employment and/or the execution of this Agreement, and which knowledge is a prerequisite for Employee's employment; and

(c) Because the protection of the Operating System and the Marks is vital to the continued success of Franchisor and franchisees of Franchisor, Franchisor is unwilling to permit Employer to disclose to Employee the Operating System except upon the terms set forth in this Agreement, including the requirements of confidentiality, nondisclosure and noncompetition as set forth in this Agreement.

4. Ownership of Operating System and Trademarks. Employee acknowledges and agrees that Franchisor is the sole and exclusive owner of all right, title and interest in and to the Operating System and the Trademarks, and that the Operating System and the Marks shall be used by Employee only in accordance with the terms hereof. Employee shall acquire no right, title or interest in or to the Operating System and/or the Marks. Employee shall not, directly or indirectly, at any time during or after the term of Employee's employment by or association with Employer's Right Left Agency™ franchise, do or cause to be done any act or thing disputing, attacking, or in any way impairing or intending to impair Franchisor's right, title, or interest in or to the Operating System or the Marks. Employee shall immediately notify Employer of all infringements of the Operating System or the Marks by others that come to Employee's attention and of all challenges to or limitations on Franchisor's use of the Operating System or any of the Marks.

5. Nondisclosure of Confidential Information. The parties hereto acknowledge that during the period in which the Employee is employed by or associated with Employer (the "**Employment Period**"), the Employee shall use, receive, conceive or develop Confidential Information (as that term is defined in *Section* 6 below). Employee covenants and agrees that during the Employment Period and at all times thereafter, Employee shall not, except with the prior written consent of Employer or Franchisor, which consent shall be granted or denied at the Employer's or Franchisor's sole and absolute discretion, or except if acting solely for the benefit of Employer in connection with Employer's business and in accordance with the Employer's

business practices and policies, at any time disclose, divulge, report, transfer or use, for any purposes whatsoever, any of such Confidential Information which has been used, received, conceived or developed by Employee. Employee also recognizes that such Confidential Information represents a valuable asset of the Employer and Franchisor and is required to ensure the effective and successful conduct of their respective businesses.

6. Confidential Information. For purposes of this Agreement, the term "**Confidential Information**" shall mean all of the following materials and information that Employee uses, receives, conceives or develops or has used, received, conceived or developed, in whole or in part, in connection with Employee's employment by or association with Employer:

(a) The Operating System and Trademarks;

(d) The contents of any manuals or other written materials of Franchisor, Employer, or any of Franchisor's subsidiaries or affiliates;

(e) The names and information relating to customers and prospective customers of Employer, or other persons, firms, corporations or other entities with whom the Employee has contact with on behalf of Employer or to whom any other employee of Employer has provided goods or services at any time;

(f) The terms of various agreements between Employer and any third parties, including without limitation, the terms of customer agreements, vendor or supplier agreements, advertising agreements and the like;

(g) Any data or database, or other information compiled by Employer, including, but not limited to, client lists, customer information, information concerning Employer, or any business in which Employer is engaged or contemplates becoming engaged, any company that Employer engages in business, any client, prospective client or other person, firm or corporation to whom or which Employer has provided services or goods or to whom or which any employee of Employer has provided services or goods on behalf of Employer, or any compilation, analysis, evaluation or report concerning or deriving from any data or database, or any other information;

(h) All policies, procedures, strategies and techniques regarding the services performed by Franchisor, training, marketing and sales of Franchisor, specifically including but not limited to the Operating System and Marks, either oral or written, and assorted lists containing information pertaining to clients and prospective clients; and

(i) Any other information, data, know-how or knowledge of a confidential or proprietary nature observed, used, received, conceived or developed by Employee in connection with Employee's employment by Employer.

7. Use and Return of Confidential Information.

(a) The Employee agrees that under no circumstance and at no time shall any of the Confidential Information be taken from Employer's premises and that under no circumstances and at no time shall any of the Confidential Information be duplicated, in whole or

in part, without the express written permission of Employer, which permission may be granted or denied in its sole and absolute discretion.

(b) The Employee agrees that, upon termination of employment with Employer, Employee shall return to Employer all such Confidential Information, which is in Employee's possession regardless of the form in which any such materials are kept.

(c) The Employee covenants and agrees that all right, title and interest in any Confidential Information shall be and shall remain the exclusive property of Employer and/or Franchisor. Employee agrees to promptly disclose to Employer all Confidential Information developed in whole or in part by Employee within the scope of this Agreement and to assign to Employer and/or Franchisor any right, title or interest Employee may have in such Confidential Information. Employee agrees to turn over to the Employer all physical manifestations of the Confidential Information in Employee's possession or under Employee's control at the request of Employer.

8. In-Term Non-Solicitation and Non-Competition. In order to protect the goodwill of the Operating System and Marks, during the term of Employee's employment by or association with Employer, Employee shall not, directly or indirectly:

(a) Directly or indirectly divert, or attempt to divert, any business opportunity or customer of Employer, Franchisor or any licensed Right Left Agency™ franchise to any competitor, or do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Operating System and the Marks;

(b) Employ or seek to employ any person who is at that time employed by Employer, Franchisor, or any Right Left Agency™ franchisee, or otherwise directly or indirectly induce such person to leave the employ of said party;

(c) Develop, own, manage, operate, be employed by or have any interest in any business or facility (other than a licensed Right Left Agency franchise), which is the same as or substantially similar to a licensed Right Left Agency franchise, or is in any way competitive with a licensed Right Left Agency franchise.

9. Post-Term Non-Solicitation and Non-Competition. In order to protect the goodwill of the Operating System and Trademarks, for a period of two years following the termination of Employer's employment by or association with Employer, for any reason, Employee shall not, directly or indirectly:

(a) Directly or indirectly divert, or attempt to divert, any business opportunity or customer of Employer, Franchisor or any Right Left Agency franchise to any competitor, or do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Operating System and the Trademarks;

(b) Employ or seek to employ any person who is at that time employed by Employer, Franchisor, or any Right Left Agency franchisee, or otherwise directly or indirectly induce such person to leave the employ of said party;

(c) Develop, own, manage, operate, be employed by or have any interest in any business or facility (other than a licensed Right Left Agency) which is the same as or substantially similar to a Right Left Agency, or is in any way competitive with a Right Left Agency franchise

At no time during or after the term of Employee's employment by or association with Employer shall Employee use or duplicate the Operating System or the Trademarks, except pursuant to a valid license from Franchisor. Employee expressly agrees that the restrictive covenants contained in *Sections* 8 and 9: are reasonable as to time and geographical area; do not place an unreasonable burden on Employee; and are supported by adequate consideration to Employee.

10. At-Will Employment. The mere entering into this Agreement by Employee shall not operate so as to require Employer to continue to employ Employee, and Employee hereby represents and warrants to Employer that Employee has not received any promises or guarantees, implied or express, of such continued employment by or association with Employer. Employee agrees that this Agreement shall be applicable to Employee regardless of whether the termination of its employment by or association with Employer occurs at the instance of Employee or Employer and, if at the instance of Employer, regardless of whether the termination was for cause. Employee further agrees that Employee's breach of this Agreement shall be grounds for the termination of Employee's employment.

11. Enforcement and Remedies. Employee agrees that a breach or default of the terms of this Agreement will cause irreparable harm to Employer and/or Franchisor and, therefore, in the event of any such breach or default, Employer and/or Franchisor shall be entitled to injunctive relief, specific performance, or other equitable relief. Employer and/or Franchisor shall be entitled to a restraining order or injunction without bond and without specific proof of irreparable harm and without specific proof of an inadequate remedy at law. Any specific right or remedy set forth in this Agreement shall not be exclusive, but shall be cumulative to other remedies available to Employer and/or Franchisor under this Agreement or at law or in equity, including injunctive relief, specific performance and recovery of money damages. The failure of Employer and/or Franchisor to enforce any of the provisions of this Agreement shall not constitute a waiver thereof or otherwise operate to limit any of Employer's and/or Franchisor's rights hereunder. The existence of any claim, defense or cause of action that Employee may have against Employer and/or Franchisor, regardless of cause or origin, shall not constitute a defense against the enforcement of this Agreement by Employer and/or Franchisor against Employee.

12. Toll Period. In the event Employee shall violate any provision of this Agreement as to which there is a specific time period during which Employee is prohibited from taking certain actions or from engaging in certain activities, as set forth in such provision, then, such violation shall toll the running of such time period from the date of such violation until such violation shall cease.

13. Successors and Assigns. This Agreement shall be binding upon Employee and his or her heirs, personal representatives, successors and assigns, and shall inure to the benefit of Employer and Franchisor (Franchisor being an intended third-party beneficiary hereof, with independent rights to enforce this Agreement) and their respective heirs, personal representatives, successors and assigns. Employee expressly agrees that this Agreement shall be assignable by

Employer to a successor to the business of Employer and Employee hereby expressly consents to such assignment. Franchisor's rights under this Agreement are fully assignable and transferable and shall inure to the benefit of Franchisor's affiliates, successors and assigns.

14. Miscellaneous:

(a) Time is of the essence of this Agreement and of every term, covenant and condition hereof.

(b) The headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting or amplifying the provisions hereof.

(c) If Employer or Franchisor retains an attorney or institutes a suit against Employee in any way connected with this Agreement or its enforcement, or to utilize remedies for its breach, they (if prevailing) shall be entitled to recover from Employee reasonable attorneys' fees (not to exceed actual attorneys' fees incurred) and all costs in connection with said enforcement or suit, whether or not suit is filed or, if filed, is prosecuted to judgment.

(d) This Agreement shall be governed by, construed and enforced under the laws of the State of _____ whose courts shall have jurisdiction over any legal proceedings arising out of this Agreement, and _____ County, _____ shall be the place of venue for any such action or proceedings. [*Insert State and County where Employer's Franchised Business is located]*

(e) The invalidity or unenforceability of any covenant, term or condition of this Agreement, or any portion of any covenant, term or condition of this Agreement, shall not affect any other covenant, term or condition or portion thereof and this Agreement shall remain in effect as if such invalid or unenforceable covenant, term or condition (or portion thereof) were not contained herein; provided that the invalidity of any such provision does not materially and adversely affect the expected benefits accruing to any party hereunder.

(f) This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous understandings, representations, warranties, and agreements. This Agreement shall not be amended or modified, except in writing signed by all parties hereto.

15. WAIVER OF JURY TRIAL. EMPLOYEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EMPLOYEE MAY HAVE TO A TRIAL BY JURY OF, UNDER, OR IN CONNECTION WITH EMPLOYEE'S EMPLOYMENT WITH EMPLOYER, THIS AGREEMENT, OR ANY AGREEMENT OR DOCUMENT EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING HERETO OR THERETO.

16. Acknowledgment. Employee acknowledges that Employee understands the terms and conditions set forth in this Agreement and has had adequate time to consider whether to agree to them and to consult a lawyer, if Employee wished to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

EMPLOYER:	**EMPLOYEE:**
_____	_____
By: _____	_____
	[Print Name]
_____	
[Print Name and Title]	

SCHEDULE G TO THE FRANCHISE AGREEMENT

STATE ADDENDA TO THE FRANCHISE AGREEMENT

CALIFORNIA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

Section 12.A is deleted and in its place are substituted the following:

> **12.A Termination by Us Without Right to Cure.** We may terminate this Agreement without notice and the opportunity to cure for any of the following reasons:

(a) The franchisee or the business to which the franchise relates has been judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the franchisee admits his or her inability to pay his or her debts as they come due;

(b) The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the franchisee's control;

(c) The franchisor and franchisee agree in writing to terminate the franchise;

(d) The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;

(e) The franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;

(f) The franchisee, after curing any failure in accordance with Section 16.2.2 engages in the same noncompliance whether or not such noncompliance is corrected after notice;

(g) The franchisee breaches the franchise agreement three or more times in a 12-month period, whether or not corrected after notice;

(h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;

(i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

(j) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or

(k) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.

12.B Termination by Us with Opportunity to Cure. We may terminate this Agreement, after sending you notice and a 60-day opportunity to cure, for any other breach of this Agreement.

RIGHT LEFT FRANCHISE GROUP LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

Franchisee Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

ILLINOIS ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Franchisee rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. You must commence business operations within six months of signing the Franchise Agreement. If you fail to do so, your Franchise may be terminated and you will lose your investment.

6. Your failure to complete the training program to Franchisor's satisfaction, may result in termination and loss of your investment.

7. The Franchisor does NOT have a method or system of resolving conflicts over territory or customers between franchisees.

RIGHT LEFT FRANCHISE GROUP LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

Franchisee Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

MARYLAND ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

RIGHT LEFT FRANCHISE GROUP LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

Franchisee Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

MINNESOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may <u>seek</u> injunctive relief. See Minn. Rules 2860.4400J.

  Also, a court will determine if a bond is required.

Section 3.1.1 of the Franchise Agreement shall be supplemented to state: In Minnesota, the Initial Franchise Fee will be deferred until we have satisfied our pre-opening obligations and you commence your Franchised Business.

Any Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

RIGHT LEFT FRANCHISE GROUP LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

Franchisee Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NORTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. You are not required to sign a general release upon renewal of the franchise agreement.

2. The franchise agreement is amended to also provide as follows:

> "Covenants not to compete are generally considered unenforceable in the State of North Dakota."

3. The provisions concerning choice of law, jurisdiction and venue, jury waiver, and waiver of punitive damages are hereby deleted and in their place is substituted the following language:

> "You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association."

4. North Dakota law governs any cause of action arising out of the franchise agreement.

5. Any requirement in the Franchise Agreement that requires you to pay all costs and expenses incurred by us in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

RIGHT LEFT FRANCHISE GROUP LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

Franchisee Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

RHODE ISLAND ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the franchise agreement contains any provisions that conflict with the Rhode Island Franchise Investment Act, the provisions of this Addendum shall prevail to the extent of such conflict.

2. Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

3. Any provision in the franchise agreement requiring the application of the laws of a state other than Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

4. The Rhode Island Franchise Investment Act stipulates that you cannot release or waive any rights granted under this Act. Any provision of this franchise agreement, which constitutes a waiver of rights granted under the Act, is superseded.

5. You agree to bring any claim against us, including our present and former employees and agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.

RIGHT LEFT FRANCHISE GROUP LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

Franchisee Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

SOUTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. The Franchise Agreement is clarified to also indicate that 50% of the initial franchise fee and 50% of royalties are deemed paid for the use of our Marks and 50% are deemed paid for our training, support, and franchise system.

RIGHT LEFT FRANCHISE GROUP LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

Franchisee Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

WASHINGTON ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal rights of your franchise. There may also be court decisions that may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

A release or waiver of rights signed by the franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

The undersigned does hereby acknowledge receipt of this addendum.

RIGHT LEFT FRANCHISE GROUP LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

Franchisee Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

WISCONSIN ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the Franchise Agreement contains any provision that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

2. The Franchise Agreement is amended to also include the following language:

   With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

RIGHT LEFT FRANCHISE GROUP LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

Franchisee Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

SCHEDULE H TO THE FRANCHISE AGREEMENT

GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this ____ day of _____, 20____ by _____, ("**RELEASOR**") an individual/corporation/ limited liability company/partnership with a principal address of _____, in consideration of:

_____ the execution by Right Left Franchise Group LLC, a Delaware limited liability corporation ("**RELEASEE**"), of a successor Franchise Agreement or other renewal documents renewing the franchise (the "**Franchise**") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "**Franchise Agreement**") between RELEASOR and RELEASEE; or

_____ RELEASEE'S consent to RELEASOR'S assignment of its rights and duties under the Franchise Agreement; or

_____ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement;

and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE's officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE's successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR's heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

Signed: _____

RELEASOR NAME: _____
(type/print name)

By: _____

Title: _____
(or, if an individual)

SCHEDULE I TO THE FRANCHISE AGREEMENT

SBA FINANCING ADDENDUM

ADDENDUM TO FRANCHISE[1] AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20____, by and between _____ ("Franchisor"), located at _____, and _____ ("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20___, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional

[1] While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

Authorized Representative of FRANCHISOR:

By: _____

Print Name: _____

Title:_____

Authorized Representative of FRANCHISEE:

By: _____

Print Name: _____
Title:_____
Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements

EXHIBIT C TO THE DISCLOSURE DOCUMENT

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EXHIBIT D TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

RIGHT LEFT FRANCHISE GROUP, LLC
Financial Statements
For the initial period ended August 31, 2022
with
Independent Auditor's Report Thereon

RIGHT LEFT FRANCHISE GROUP, LLC
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Established in 1932
Divine Blalock Martin Sellari LLC
Your gain...our goal!

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WILBUR F. DIVINE, IV, CPA (1925-1989)
JAMES A. BLALOCK, CPA (1914-1996)
G. MICHAEL MARTIN, CPA (1945-2014)

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND
THE STATE OF TN
***REGULATED BY THE STATE OF FL
AND THE STATE OF NY
****REGULATED BY THE STATE OF WI
*****REGULATED BY THE STATE OF FL
AND THE STATE OF NJ
******REGULATED BY THE STATE OF NJ
*******REGULATED BY THE STATE OF NY
********REGULATED BY THE STATE OF FL
AND THE STATE OF NC

INDEPENDENT AUDITOR'S REPORT

To the Member of
Right Left Franchise Group, LLC
Brooklyn, NY

Opinion

We have audited the accompanying financial statements of Right Left Franchise Group, LLC (a Delaware Limited Liability Company), which comprise the balance sheet as of August 31, 2022, and the related statements of income, members' equity, and cash flows for the period from inception (March 24, 2022) to August 31, 2022, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Right Left Franchise Group, LLC as of August 31, 2022, and the results of its operations and its cash flows from inception (March 24, 2022) to August 31, 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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 Right Left Franchise Group, LLC'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 Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that 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, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, 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 Right Left Franchise Group, LLC'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 Right Left Franchise Group, LLC'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.

Divine, Blalock, Martin & Sellari, LLC

West Palm Beach, FL
September 19, 2022

RIGHT LEFT FRANCHISE GROUP, LLC
BALANCE SHEET
AS OF AUGUST 31, 2022

Assets

Current Assets	
Cash and Cash Equivalents	$ 12,000
Total Current Assets	12,000
Total Assets	$ 12,000

Liabilities and Members' Equity

Current Liabilities	
Accounts Payable	$ -
Total Current Liabilities	-
Members' Equity:	
Members' Equity	12,000
Total Members' Equity	12,000
Total Liabilities and Members' Equity	$ 12,000

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

RIGHT LEFT FRANCHISE GROUP, LLC
STATEMENT OF INCOME
FOR THE PERIOD ENDED AUGUST 31, 2022

Revenue	
Initial Franchise Fees	$ -
	-
Total Revenue	-
Operating Expenses:	
Legal Fees	14,146
Total Operating Expenses	14,146
Loss From Operations	(14,146)
Net Loss	$ (14,146)

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

RIGHT LEFT FRANCHISE GROUP, LLC
STATEMENT OF CHANGES IN MEMBERS' EQUITY
FOR THE PERIOD ENDED AUGUST 31, 2022

Members' Equity @ March 24, 2022	$	-
Members' Contribution		26,146
Net Loss		(14,146)
Members' Equity @ August 31, 2022	$	12,000

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

RIGHT LEFT FRANCHISE GROUP, LLC
STATEMENT OF CASH FLOWS
FOR THE PERIOD ENDED AUGUST 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income (Loss)	$ (14,146)
Adjustments to reconcile Net Income (Loss)	
Increase (Decrease) in Operating Liabilities	
Accounts Payable	-
Total Adjustments	-
Net Cash Provided / (Used) by Operating Activities	(14,146)
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of Property and Equipment	-
Net Cash Provided / (Used) By Investing Activities	-
CASH FLOWS FROM FINANCING ACTIVITIES	
Member Contribution	26,146
Members' Draw / Distributions	-
Net Cash Provided / (Used) by Financing Activities	26,146
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	12,000
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	-
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 12,000

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

RIGHT LEFT FRANCHISE GROUP, LLC
NOTES TO FINANCIAL STATEMENTS
For the initial period ended August 31, 2022

NOTE 1 – BUSINESS ACTIVITY

Right Left Franchise Group, LLC was formed in the state of Delaware on March 24, 2022; the Company is in the business of offering franchises for the operation of a digital marketing agency that transforms ambitious brands through a combination of eye-popping creative and world-class performance marketing. Unless otherwise indicated, the terms "we," "us," "our," and "Company" refer to Right Left Franchise Group, LLC. The Company is in its initial start-up phase and is currently in the process of acquiring franchisees to operate in various states.

Our Predecessors, Parents and Affiliates

Our affiliate, Spectrum Marketing Solutions, LLC, a California limited liability company which has its principal place of business at 2234 N Federal Hwy Pmb 1083, Boca Raton, FL 33431, has operated a Right Left Agency since 2015. Our Chief Executive Officer, Co-Founder, President and Co-Founder have an ownership interest in this affiliate. Spectrum Marketing Solutions LLC has never offer franchises in this line or any other line of business.

We do not have any parent, predecessors or other affiliates required to be included in this item except as provided above.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation is incurred rather than when cash is disbursed.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Accounts Receivable and Bad Debts

Customer accounts receivable are stated at the amount management expects to collect on balances. The Company uses the direct write-off method for bad debts; management closely monitors outstanding balances and writes off, as of period-end, any balances that are considered to be uncollectible. Accordingly, no allowance for doubtful accounts is required. Bad debts amounted to $0 for the period ended August 31, 2022.

Compensated Absences

The company does not have a policy on compensated absences at this time.

Property and Equipment

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 3 to 10 years. At August 31, 2022, the Company did not own any fixed assets.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Income Taxes

Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for federal and state income tax purposes may differ from net income in these financial statements.

As a limited liability company, income or loss of the Company is allocated to the members. No provision for federal or state income taxes is necessary because any income or loss is includable in the tax returns of the individual members. Local income taxes, if any, are paid by the Company. The Company was not subject to any local income taxes for the period ended August 31, 2022.

The Company's tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the tax returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Accounting for Uncertainty in Income Taxes.* ASC 740-10 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740-10 also provides guidance on de-recognition, classification, interest and penalties, and disclosure and transition accounting. The Company has concluded that no liability for uncertain tax positions is required at August 31, 2022.

Concentrations of Credit Risk

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Revenue Recognition

The Company's revenue recognition policies are in compliance with accounting standards ASC Topic 606, *Revenue from Contracts with Customers*. The new guidance includes the following five-step revenue recognition model:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

In 2020, the Financial Accounting Standards Board (FAB) issued Accounting Standards Update (ASU), *Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient.* This new practical expedient will allow franchisors that are not public business entities to account for pre-opening services provided to a franchise as a single performance obligation in the services are in line with the services listed within the guidance, and they meet certain other conditions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Revenue Recognition (continued)

The Company recognizes franchise royalties and brand fund fees on a weekly and monthly basis, which are generally based upon a percentage of sales made by the Company's franchises, when they are earned and deemed collectible.

The following services are provided by the Company prior to the opening of a franchised location:

- An initial training program.
- Opening assistance and guidance for up to two days before accepting clients.
- Copy of our proprietary operations manual.
- Assistance in planning and setting up insurance, business software and systems.
- Provide information regarding approved, required and preferred products, suppliers and servicers.

Advertising

Advertising costs are expensed as incurred.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company's management include, but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

Fair Value of Financial Assets and Liabilities

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We utilize the active market approach to measure fair value for our financial assets and liabilities. We report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Recently Issued Accounting Pronouncements

In February 2016, the FASB issued a new accounting standard on leases. The new standard, among other changes, will require lessees to recognize a right-of-use asset and a lease liability on the balance sheet for all leases. The lease liability will be measured at the present value of the lease payments over the lease term. The right-of-use asset will be measured at the lease liability amount, adjusted for lease prepayments, lease incentives received and the lessee's initial direct costs (e.g., commissions). The new standard is effective for annual reporting periods beginning after December 15, 2022, including interim reporting periods within those annual reporting periods. The adoption will require a modified retrospective approach for leases that exist or are entered into after the beginning of the earliest period presented. The Company is currently evaluating the impact of this new accounting standard on its financial position and results of operations. The Company does not believe that any other recently issued accounting pronouncements would have a material effect on the accompanying financial statements.

NOTE 3 – INITIAL FRANCHISE FEE REVENUE

Deferred revenue represents initial franchise sales for which substantially all the services to be provided by the Company have not yet been performed. These revenues are fully recognized when Franchisees open their doors for business. The amounts deferred as of August 31, 2022 was $0.

NOTE 4 – MEMBER'S EQUITY

During the initial period ended August 31, 2022, the Company's member contributed $24,146.

NOTE 5 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through September 19, 2022, the date which the financial statements were available to be issued and nothing has occurred that would require disclosure.

EXHIBIT E TO THE DISCLOSURE DOCUMENT

LIST OF CURRENT AND FORMER FRANCHISEES

The following is a list of the names of all current franchisees and the address and telephone number of each of their outlets as of December 31, 2021:

(a) **Operational Franchisees.** The following are the names, addresses and telephone numbers of all Right Left Agency franchisees as of December 31, 2021 who are operational:

None.

(b) **Franchises Executed But Not Yet Operational.** The following are the names, addresses and telephone numbers of all Right Left Agency franchisees as of December 31, 2021 who are not yet operational but have signed a Franchise Agreement:

None.

(c) **Former Franchisees.** The following are the names, last known home addresses and home telephone numbers of all franchisees that have been terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Right Left Agency Franchise Agreement during the most recently completed fiscal year (January 1, 2021 to December 31, 2021) or who have not communicated with us within ten weeks of the date of issuance of this Disclosure Document:

None.

EXHIBIT F TO THE DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Right Left Franchise Group LLC and you are preparing to enter into a Franchise Agreement for the operation of a franchised business. In this Franchisee Disclosure Questionnaire, Right Left Franchise Group LLC will be referred to as "**we**" or "**us**." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate, or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

Yes__No__ 1. Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?

Yes__No__ 2. Did you receive the Franchise Agreement and each related agreement, containing all material terms, at least seven calendar days before signing any binding agreement with us or an affiliate? (Note: This does not include changes to any agreement arising out of negotiations you initiated with us.)

Yes__No__ 3. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes__No__ 4. Did you receive the Franchise Disclosure Document at least 14 calendar days before signing the Franchise Agreement or any related agreement, or before paying any funds to us or an affiliate?

Yes__No__ 5. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes__No__ 6. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?

Yes__No__ 7. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?

Yes__No__ 8. Do you acknowledge and understand that no parent or affiliate of ours promises to back us financially or otherwise guarantees our performance or commits to perform post-sale obligations for us?

Yes__No__ 9. Have you discussed the benefits and risks of developing and operating a Right Left Agency franchise with an existing Right Left Agency franchisee?

Yes__No__ 10. Do you understand the risks of developing and operating a Right Left Agency franchise?

Yes__No__ 11. Do you understand the success or failure of your 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 the marketplace?

Yes__No__ 12. Do you understand we have not granted you any territorial rights as indicated in the Franchise Agreement?

Yes__No__ 13. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the production, distribution and sale of products and services under the Right Left Agency name or other mark, at any location or by any method of distribution, without regard to the location of other Right Left Agency franchises and these other Right Left Agency franchises or methods of distribution may compete with your unit and adversely affect its sales?

Yes__No__ 14. Do you understand that, except where prohibited by the laws of your state, all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated in Florida, if not resolved informally or by mediation?

Yes__No__ 15. Do you understand that you, your Operating Principal and your Account Manager must satisfactorily complete the initial training course before we will allow the Right Left Agency franchise to open?

Yes__No__ 16. Is it true no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, 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?

Yes__ No__ 17. Is it true no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of your Right Left Agency 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?

Yes__ No__ 18. Do you understand that the Franchise Agreement contains the entire agreement between us and you concerning the Right Left Agency franchise meaning any prior oral or written statements not set out in the Franchise Agreement will not be binding?

Yes__No__ 19. Do you acknowledge and understand that the Franchise Agreement and related agreements are not effective until signed by us?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE

REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

_____	_____
Signature of Franchise Applicant	Signature of Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Dated: _____	Dated:_____
_____	_____
Signature of Franchise Applicant	Signature of Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Dated: _____	Dated:_____

EXPLANATION OF ANY NEGATIVE RESPONSES [REFER TO QUESTION NUMBER]:

EXHIBIT G TO THE DISCLOSURE DOCUMENT

STATE ADDENDA TO THE DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

As to franchises governed by the California Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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.

Item 3 of the Disclosure Document is amended by adding the following paragraph:

Neither we nor any person or franchise broker in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

Item 17 of the Disclosure Document is amended by adding the following paragraphs:

California Business and Professions Code Sections 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.

Item 17.g. of the Disclosure Document is modified to state that, in addition to the grounds for immediate termination specified in Item 17.h., the franchisor can terminate upon written notice and a 60-day opportunity to cure for a breach of the Franchise Agreement.

Item 17.h. of the Disclosure Document is modified to state that the franchisor can terminate immediately for insolvency, abandonment, mutual agreement to terminate, material misrepresentation, legal violation persisting 10 days after notice, repeated breaches, judgment, criminal conviction, monies owed to the franchisor more than 5 days past due, and imminent danger to public health or safety.

Item 19 of the Disclosure Document: The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expense you will incur in operating your franchised business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

The franchise agreement requires application of the laws of Florida. This provision may not be enforceable under California law.

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 requires binding arbitration. The arbitration will occur at Palm Beach,

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

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

Our website is located at www.rightleftagency.com

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.

HAWAII ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Hawaii Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

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

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

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813

ILLINOIS ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.w. is modified to provide that Illinois law applies.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

4. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

MARYLAND ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.b. is modified to also provide, "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17.u. is modified to also provide, "A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

3. Item 17.v. is modified to also provide, "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

MINNESOTA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd.

5.

NEW YORK ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the New York franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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 SERVICES OR 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 DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE SET THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities,

antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

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

NORTH CAROLINA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises in North Carolina, if the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

NORTH DAKOTA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the North Dakota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Restrictive Covenants: To the extent that covenants not to compete apply to periods after the term of the franchise agreement, they are generally unenforceable under North Dakota law.

Applicable Laws: North Dakota law will govern the franchise agreement.

Waiver of Trial by Jury: Any waiver of a trial by jury will not apply to North Dakota Franchises.

Waiver of Exemplary & Punitive Damages: Any waiver of punitive damages will not apply to North Dakota Franchisees.

General Release: Any requirement that the franchisee sign a general release upon renewal of the franchise agreement does not apply to franchise agreements covered under North Dakota law.

Enforcement of Agreement: Any requirement in the Franchise Agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

RHODE ISLAND ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17.m. of the Disclosure Document is revised to provide:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act prohibits a franchisee to be restricted in choice of jurisdiction or venue. To the extent any such restriction is purported to be required by us, it is void with respect to all franchisees governed under the laws of Rhode Island.

Item 17.w. of the Disclosure Document is revised to provide:

> Rhode Island law applies.

VIRGINIA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

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.

WISCONSIN ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Wisconsin Fair Dealership Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17 is modified to also provide,

   If the franchise agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

EXHIBIT H TO THE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

The following states have franchise laws that 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	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

EXHIBIT I TO THE DISCLOSURE DOCUMENT

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 Right Left Franchise Group LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this Disclosure Document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Right Left Franchise Group LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A. Our Agents for Service of Process are listed in Exhibit A.

Date of Issuance: September 20, 2022

The following is the name, principal business address, and telephone number of the franchise seller offering the franchise:

Name	**Principal Business Address**	**Telephone Number**
Alexandra Pujji and Jordan McVicker	2234 N. Federal Highway, Suite 1083, Boca Raton, FL 33431	(949) 282-9758

I have received a Disclosure Document dated September 20, 2022 including the following exhibits on the date listed below:

A. LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS
B. FRANCHISE AGREEMENT
    Schedule A-Holders of Legal or Beneficial Interest in Franchisee; Operating

Principal
Schedule B-Owners' Guaranty
Schedule C-Franchisee Training Acknowledgement Form
Schedule D-ACH Payment Agreement
Schedule E- Conditional Assignment of Telephone Number
Schedule F-Nondisclosure and Noncompetition Agreement
Schedule G-State Addenda to the Franchise Agreement
Schedule H-General Release
Schedule I-SBA Addendum

C. OPERATIONS MANUAL TABLE OF CONTENTS
D. FINANCIAL STATEMENTS
E. LIST OF CURRENT AND FORMER FRANCHISEES
F. FRANCHISEE DISCLOSURE QUESTIONNAIRE
G. STATE ADDENDA TO THE DISCLOSURE DOCUMENT
H. STATE EFFECTIVE DATES
I. RECEIPT

Please sign and print your name below, date, and return one copy of this receipt to Right Left Franchise Group LLC and keep the other for your records.

_____
Date of Receipt

_____
Print Name

_____
Signature
(individually or as an officer, member, or partner of)

_____
a [STATE of Incorporation]
[Corporation/LLC/Partnership]

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New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 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.

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Signature
(individually or as an officer, member, or partner of)

_____
a [STATE of Incorporation]
[Corporation/LLC/Partnership]