FRANCHISE DISCLOSURE DOCUMENT

2022

ROBOTHINK FRANCHISING CORP.

FRANCHISOR

FRANCHISE DISCLOSURE DOCUMENT

ROBOTHINK FRANCHISING CORPORATION
651 Broad Street, Suite 206
Middletown, Delaware 19709
Telephone 1-800-733-2863
E-mail address: info@myrobothink.com
www.myrobothink.com

ROBOTHINK FRANCHISING CORPORATION offers franchises for the establishment, development and operation of a RoboThink®, an educational enrichment program for pre-school, primary and secondary students. Our educational programs provide classes, camps, workshops and conferences in the fields of math, robotics, coding, science technology and engineering using RoboThink's teaching materials, lesson plans and programs.

Your initial franchise fee for a RoboThink Franchising Corporation franchise is $35,000 which is an up-front, non-refundable fee. We offer two types of franchises: learning-center based and home-based franchises. The total investment to begin operation of a RoboThink home-based franchise is 48,700-$69,700 and $73,700 - $120,500 for a learning center-based franchise. These figures include the initial franchise fee of $35,000.

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, us or an affiliate for 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 other formats that may be available to you, contact Danny Park at 651 Broad Street, Suite 206, Middletown, Delaware 19709, Telephone 1-800-733-2863, E-mail address: info@myrobothink.com

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

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

Nothing in this or any related agreement is intended to disclaim the representations we made in the latest franchise disclose document that we furnished to you.

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

Issuance Date: March 31, 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 DO I FIND INFOMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the Franchisor or at the Franchisor's direction. Item 7 lists the initial investment to open. Item 8 described the suppliers you must use.
Does the Franchisor have the financial ability to provide support to my business?	Item 21 and Exhibit M 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. Exhibit I lists Current Franchisee and Exhibit J lists Former Franchisees
Will my business be the only RoboThink franchise business in my area?	Item 12 and the "territory" provisions in the Franchise Agreement describe whether the Franchisor and/or other franchisees can compete with you. The Franchise Agreement, FA-III, defines your territory.
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 is it like to be a RoboThink franchisee?	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the Table of Contents.

What You Need to Know About Franchising Generally

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

2. **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.

3. **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.

4. **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.

5. **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.

6. **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. Before you buy, consider what rights you have to renew your franchise, if any, and what terms you might have to accept in order to renew.

7. **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 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 Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by medication, arbitration, or litigation only in Delaware. Out of state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate, or litigate with franchisor in Delaware than in your home state.

2. **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.

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

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

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

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EXHIBITS

ITEM 1

THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

The Franchisor is RoboThink Franchising Corporation, which will be referred to as “Franchisor,” “we,” “our,” or “us.” The terms “Franchisee,” “You,” “you” and “your," refers to the person, corporation, limited liability company, partnership or other legal entity that is granted a franchise (as well as the direct or indirect owners of any corporation, limited liability company, partnership or other legal entity that becomes a franchisee).

If you are a corporation, limited liability company or other business entity, certain provisions of this Disclosure Document also apply to your owners and will be disclosed in the Franchise Document.

The Franchisor

We are a Delaware Corporation formed on October 8, 2019. Our principal place of business is located at 651 Broad Street, Suite 206, Middletown, Delaware. We have not conducted business in any other line of business, and we have not offered franchises in any other line of business.

Our Parents, Predecessors and Affiliates

The ROBOTHINK® business was created in 2016 as an educational enrichment program for pre-school, primary and secondary students. RoboThink, LLC is an Illinois limited liability company that was formed to operate company units and to franchise the concept worldwide.

In January 2020 RoboThink Franchising Corporation purchased the exclusive franchising rights for the United States from RoboThink, LLC. and assumed all RoboThink’s rights and obligations under the franchise agreements. RoboThink, LLC also assigned its exclusive right to the RoboThink® trademark and tradename to RoboThink Franchising Corporation.

The principal business address for RoboThink Franchising Corporation is 651 Broad Street, Suite 206, Middleton, Delaware 19709. The predecessor, RoboThink, LLC will operate company units and franchise markets other than the United States.

Except as disclosed above, RoboThink Franchising Corporation has no other (a) parent companies, (b) predecessors, or (c) affiliates that offer franchises in any line of business, or that offer, sell or provide products or services to our franchisees.

RoboThink, LLC has not offered franchises in any other line of business and has not conducted business in any other line of business

Agent for Service of Process

Our agent for Service of Process is listed in Exhibit B and is Mr. Danny Park, RoboThink Franchising Corporation, 651 Broad Street, Suite 206, Middleton, Delaware 19709.

The Franchised Business.

We grant franchises to qualified persons or business entities in conjunction with the service mark "RoboThink®" and our other trademarks, trade names, logos and commercial symbols (collectively referred to as the "Marks"). For reference purposes in this Disclosure Document, we collectively refer to all businesses using the System (defined below) as the Marks, as RoboThink Business, "Business" and "Franchise Business."

RoboThink Businesses provide educational activities through classes, camps, workshops, conferences and programs in the fields of math, robotics, computer programming, science, technology and engineering using specified lesson plans, programs, formats, teaching procedures, standards, specifications, items and products and we may designate or approved from time to time (collectively referred to as the "Program").

The RoboThink Program emphasizes self-paced teaching geared toward the specific needs and abilities of each student. RoboThink Programs are offered as an enrichment program to pre-school, primary and secondary school students.

We have an extensive library of educational STEM (Science, Technology, Engineering, Mathematics) content. STEM education teaches these subjects through an integrated approach that focuses on thinking, reasoning teamwork, investigative and creative skills that students can use throughout their lives. STEM offers hands-on and relevant learning experiences, and our software makes it easy for kids of all ages to learn and build code. Coding is how we communicate with computers, and what we use to build and run websites, apps, video games, and more. Learning to code is like learning how to speak and write in a new language…a computer's language. We have designed our RoKids software for beginners as well as the RoCode software for advanced students. STEM prepares students for work after school years have been completed.

We have developed a distinctive set of specifications, training and operating procedures (collectively referred to as the "System") for the RoboThink Business. The distinguishing characteristics of the System include the proprietary RoboThink educational products and software, teaching manuals and standards, learning curriculum, course materials and workbooks, equipment and supplies and other devices we may specify which have been specifically developed and manufactured by us for use in operating a RoboThink Business (collectively referred to as the "Teaching Products"). Our Confidential Manuals, uniform operating methods, confidential procedure and techniques for inventory, cost control, record keeping and reporting, personnel management, purchasing, marketing, sales promotions, advertising and public relations are addressed in our Manual. You and your employees must follow all aspects of the System, including any modifications that we feel, in our sole opinion, will enhance the reputation and services offered to our students.

RoboThink franchises two types of businesses. The Home/Office Business format and the Learning-Center Based Format.

Home/Office Business Format:

The Home/Office Based Business format provides you our Programs as an independent service provider to customers and clients at one or more sites that the franchise operator locates and secures. Each Third-Party Location must meet our described standards and specifications (collectively referred to as a “Third Party Location”). Third-Party Locations may include facilities such as schools, park districts, community centers and recreation centers where the franchise operator rents a portion of the facility.

Learning Center Based Business Format

In the Learning Center format, you establish a permanent base of operations for the Franchise Business and offer Programs at the learning center and at Third-Party Sites (collectively referred to as a “RoboThink Center”).

Qualified persons may choose to become a franchisee using the Home/Office Based Business format and operate only at Third Party Locations or become a franchisee of a Learning Center Business format and operate at a RoboThink Center and at Third-Party Locations.

Unless otherwise indicated in this Franchise Disclosure Document, the terms “RoboThink Business,” Business” and “Franchise Business” will refer to operations under both the Home/Office Based Business and Learning Center Based Business formats and “Accepted Location” will refer to Third- Party Locations and RoboThink Centers.

The Learning Center Based Business ranges in size from 1,000 to 2,000 square feet. The Centers can be in strip shopping centers, shopping malls, free-standing units and other locations in residential communities, well-populated suburban markets and downtown commercial areas. The state-of-the art facilities provide educational learning in an environment that encourages investigation and learning. Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors and could be considerably higher in large metropolitan areas. We anticipate that you will rent the Learning Center's premises. It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Learning Center already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying.

General Description of the Market and Competition

Your RoboThink business will offer products and services to the general public throughout the year and compete with other supplemental and after-school education classes and programs. Your competition may be local, independent businesses or may be part of a regional or national chain or franchise. The market for your type of services generally is developed and Mr. Danny Park, RoboThink Franchising Corporation, 651 Broad Street, Suite 206, Middleton, Delaware 19709 Mr. Danny Park, RoboThink Franchising Corporation, 651 Broad Street, Suite 206, Middleton, Delaware 19709 Mr. Danny Park, RoboThink Franchising Corporation, 651 Broad Street, Suite 206, Middleton, Delaware 19709. Despite this competition, we believe that the RoboThink business appeals to consumers because of our product and service quality. Since the demand for supplemental educational services in Math, Technology, Science and Engineering tends to coincide with the school year (approximately fall through late spring), your sales may be seasonal and be lower in summer months than during the school year. The market for educational and instructional services is well established and competitive. Pricing policies of competitors, changes to laws or regulations, changes in supply, recent technologies and competition that provide related products or services could impact your business. Fluctuations in population demographics and density, availability of qualified instructors or advisors, traffic patterns and local or national economic conditions affect this industry, and these factors are generally difficult to predict.

In 2016–17 total **revenues** were $391 billion at public institutions, $243 billion at **private** nonprofit institutions, and $16 billion at **private** for-profit institutions. According to the *U.S. Census Bureau*, the number of people enrolled in school in the United States reached 76.8 million in 2018.

Specific Industry Regulations

You must comply with all local, state and federal laws and licensing requirements that apply to your RoboThink operations, including EEOC, OSHA, discrimination, employment and sexual harassment laws. Some states and local jurisdictions may have laws that regulate supplemental educational study programs and educational facilities. We do not consider a RoboThink Business to be a "school," since courses are offered in a limited number of subjects and instruction is conducted using the Teaching Program. Some state laws may impose requirements concerning licensing, tuition, curriculum and teacher certification. Additionally, every state has enacted laws, rules, regulations and ordinances which may apply to the operation of a RoboThink Business, including zoning and building; occupational health and safety; labor; licensing and bonding; insurance; advertising; state self-storage laws dealing with foreclosure and sale of tenant goods; other laws, where applicable, regarding the assessment of late fees that you can collect from tenants that do not pay rent on time; real estate, income, sales and other taxes; and the Americans with Disabilities Act. You must investigate and comply with all applicable laws and regulations. You alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you.

ITEM 2

BUSINESS EXPERIENCE

President: Brian Joon Hee Park

Joon Hee Park is a co-founder and has served as President of RoboThink Franchising Corporation since its formation in October 2019. Since May 2016 he has served President of RoboThink, LLC., Lake Bluff Illinois. From December 2014 to September 2015, Mr. Park was Vice President and a member of the Board of Directors of Genesis BBQ Group, Ltd., Norwood, New Jersey.

Danny Park, Chief Executive Officer

Danny Park has served as the Chief Executive Officer of RoboThink Franchising Corporation since its formation in October 2019. From May 2016 he has served as Chief Executive Officer for the Robot Think, LLC, Lake Bluff, Illinois. From June 2011 to January 2016 Danny worked as

Branch Manager for LuxCo, Ltd., Englewood Cliffs, New Jersey. From June 2011 to January 2016, he served as Manager for LuxCo., Ltd., Englewood Cliffs.

Kiley Davis, Program Director

Kiley Davis has served as our Program Director of RoboThink Franchising Corporation since its formation in October 2019. From April 2016 to present Kiley has served as Program Director of RoboThink, LLC., Lake Bluff, Illinois.

Sarosh Hamsi, Franchise Operations Manager

Sarosh Hamsi has served as the operations Manager of RoboThink Franchising Corporation since its formation in October 2019. From April 2016 to present Sarosh has served as Franchise Sales Manager of RoboThink, LLC., Lake Bluff, Illinois. From May 2014 until February 2016, Sarosh was Manager, Eye Level of Naperville, Naperville, Illinois.

Elizabeth Ray, Franchise Sales Support Manager:

Elizabeth Ray has served as our Franchise Sales Support Manager of RoboThink Franchising Corporation since its formation in October 2019. From March 2018 to present she has served as Franchise Support Manager for RoboThink, LLC., Lake Bluff, Illinois. In 2015 to January 2018, she was Sales Manager at Hill & Stone Insurance Agency, Lake Bluff, Illinois.

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

You must pay us an initial franchise fee in a lump sum when you sign the Franchise Agreement. Our standard initial franchise fee currently is $35,000.

Initial franchise fees under Franchise Agreements are fully earned when paid and are not refundable under any circumstances.

We use the initial franchise fee to cover the costs of evaluating your proposed site (if applicable), business territory, training you and your employees, and helping you develop and open your Learning Center. There are no other fees payable to us before you open for business unless you send more than two persons to initial training as described in Item 11.

Initial Area Development Fee.

If you meet our credit standards and we are satisfied that you possess the necessary financial resources and managerial ability, we will grant you a development area at the time (or at any time after) you purchase your first Franchised Academy. To purchase a development area, you must sign an Area Development Agreement, a copy of which is attached to this Franchise Disclosure Document as Exhibit D. You must also pay a non-refundable development fee, which is calculated at the rate of 50% of the Franchise Fee. The 50% up-front development fee is credited against each Academy when a Franchise Agreement is signed. For example, if you contracted to open three Academies in the territory at a franchise fee of $35,000, the development fee would be $17,500. At the time each Franchise Agreement is signed, $17,500.00 would be credited against the $35,000 franchise fee. The estimated development fee ranges from $52,500 to $175,000. You must sign a new Franchise Agreement for each Franchised Academy you open under the Area Development Agreement. All Development Fees are non-refundable.

ITEM 6

OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty[1]	The greater of 7% of the Gross Sales or a Minimum Royalty Payment of $200 per month beginning in the 6th month after you sign the Franchise Agreement, whichever is higher	Due on the 20th of each month on Gross Sales during previous month[2]	Commencing with the 1st month following the date you open your franchise business and every month during your Franchise Agreement.
Grand Opening Advertising[2]	Minimum $1,500	During the designated grand opening period	You must spend this amount according to our guidelines. Please see Note 2.
Advertising and Development Fund[3]	Up to 1% of Learning Center's monthly Gross Sales	Due on the 20th of each month based on Gross Sales during previous month[2]	Commencing with the 1st month following the date you open your franchise business and every month during your Franchise Agreement. (Item 11)

Name of Fee	Amount	Due Date	Remarks
Local Advertising[4]	At least 2% of Learning Center's monthly Gross Sales	As incurred	You must spend this amount on local advertising
Additional Training or Assistance[5]	Currently we charge $150 per day plus expenses for training at our location, and $300 per day plus expenses for training at your Learning Center	When training or assistance begins	We provide initial training for 2 people at no cost (see Item 11) — we may charge you for initial training of more than 2 people; for training newly hired personnel; for refresher training courses; for the annual convention; and for additional or special assistance or training you need or request
Transfer	$10,000	Before transfer completed	No charge if Franchise Agreement is transferred to a company that you control
Renewal Fee	$5,000	Prior to renewal	Payable if you choose to renew for a second-10-year term
Product and Service Purchases	The costs of these products and services range from $6,000 to $13,700	As incurred	You will buy products and services from us; our affiliates; designated and approved vendors whose items meet our standards and specifications; and/or other suppliers to the industry; you must purchase all Teaching Products from us or our designated affiliate.
Testing	Our costs of testing	When billed	This covers the costs of testing new products or inspecting new suppliers you propose
Franchise Management System[6]	$100/month	Paid monthly	You must pay a monthly fee of $100 to us
Audit[7]	Cost of inspection or audit	15 days after billing	Payable if you do not give us reports, supporting records, or other required information or if you understate the required Royalties or Fund contributions by more than 2%

Name of Fee	Amount	Due Date	Remarks
Interest	Lesser of 1.5% per month or highest commercial contract interest rate law allows	15 days after billing	Due on all overdue amounts. The maximum amount of interest rate in California is 10% annually.
Maintenance and Refurbishing of Learning Center	You must reimburse our expenses	15 days after billing	If, after we notify you, you do not undertake efforts to correct deficiencies in Learning Center appearance, then we can undertake the repairs and you must reimburse our costs
Insurance	You must reimburse our costs	15 days after billing	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us
Insufficient Funds Processing Fee	$100	As incurred	Due if you have insufficient funds in your EDTA to cover a payment or if you pay by check and a check is returned for insufficient funds
Management Fee	$500 per person per day (plus costs and expenses)	As incurred	Due when we (or a third party) manage the business after your or your managing owner's death or disability or after your default or abandonment
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Due when you do not comply with the Franchise Agreement
Indemnification	Will vary with circumstances	As incurred	You must reimburse us if we are held liable for claims from your business operations.

ITEM 6 NOTES:

1. Current fees are uniformly imposed and collected.

   Royalty fees are imposed by and payable to us by pre-authorized electronic debit from your bank account. All fees are non-refundable and subject to late fees. If you do not report the Learning Center's Gross Sales, we may debit your EDTA for 120% of the last Royalty and Fund contribution that we debited and any applicable late fee. If the amounts we debit are less than the amounts you actually owe us, we will debit your EDTA for the balance on the day we specify. If the amounts we debit are greater than the amounts you actually owe us, we will credit the excess against the amounts that we otherwise would debit from your EDTA.

   Gross Sales means all sales and other income (recognized on an accrual basis), whether cash or credit (regardless of collection in the case of credit), arising from the operation of the Franchise or the sale of products or services by us, less (i) all refunds and discounts made to customers in good faith and in accordance with our policies, and (ii) any sales or excise taxes that are separately stated and that you are required to and do collect from customers and pays to a federal, state or local taxing authority.

2. The Grand Opening advertising is our minimum required expenditure. You may spend more than that amount but are not required to do so.
3. Fees are imposed by and payable to us by pre-authorized electronic debit from your bank account. Fees are non-refundable and subject to late fees.
4. Fees are imposed by and payable to us by pre-authorized electronic debit from your bank account. Fees are non-refundable and subject to late fees.
5. Fees are imposed by and payable to us by pre-authorized electronic debit from your bank account. Fees are non-refundable and subject to late fees.
6. Fees are imposed by and payable to us by pre-authorized electronic debit from your bank account. Fees are non-refundable and subject to late fees.
7. Fees are imposed by and payable to us by pre-authorized electronic debit from your bank account. Fees are non-refundable and subject to late fees

OTHER FEES – AREA DEVELOPMENT AGREEMENT

Type of Fee	Amount	Due Date	Remarks
Transfer Fee[8]	$2,000 to cover	Before Consummation of Transfer	Payable when you transfer the Area Development Agreement or development rights. No additional fees apply when transferring rights to unopened schools in the purchased territory.
Training Fee[9]	$1,000	Before Transfer	Payable when you transfer the Area Development Agreement or development rights.

8. Payable by cashier's check at time of transfer.
9. Payable at time of transfer.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED TOTAL INVESTMENT

Type of Expenditure	Amount for Home/Office Based Business	Amount for Learning Center Based Business	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee[10]	$35,000	$35,000	Cashier's Check Payable in Lump Sum	At signing of Franchise Agreement	Us
Real Estate/Rent[11]	$0-$2,500	$6,500-$16,000	As agreed	As Incurred	Landlord
Utility and Security Deposits[12]	$0-$2,000	$1,500-$4,000	As Agreed	As Incurred	Utility Companies, Landlord
Leasehold Improve-ments[13]	$0	$6,000-$15,000	As Agreed	As Incurred	Outside Suppliers
Laptop Computers for Classes and Camps	$2,500-$5,000	$2,500-$5,000	As Agreed	As Incurred	Outside Supplier
Furniture, Fixtures, and Equipment	$0-$1000	$5,000-$8,500	As Agreed	As Incurred	Outside Suppliers
Signage[14]	$0-$200	$1,000-$3,000	As Agreed	As Incurred	Signage Company

Type of Expenditure	Amount for Home/Office Based Business	Amount for Learning Center Based Business	Method of Payment	When Due	To Whom Paid
Professional Fees[15]	$1,000- 2,500	$1,000 - $2,500	As Agreed	As Incurred	Lawyers, Accountants and other Advisors
Design and Architect Fees	$0	$1,000-$3,000	As Agreed	As Incurred	Architects and Interior Design firms
Office Equipment and Supplies	$1,500 - $2,200	$1,500 - $2,200	As Agreed	As Incurred	Outside Suppliers
Business License and Permits[16]	$500 - $800	$500 - $800	As Agreed	As Incurred	Government Agencies
Opening Inventory and Supplies[17]	$500-$2,500	$2,500 - $4,500	As Agreed	As Incurred	Designated and Approved Suppliers, Us
Grand Opening Marketing	$1,500-$1,500	$1,500-$1,500	As Agreed	As Incurred	Designated Suppliers Approved by us
Training Expenses (out-of-pocket costs for 2 people)[18]	$1,500-$3,000	$1,500-$3,000	As Incurred	As Incurred	Hotels, Airlines, etc.
Insurance months[19]	$700 - $1,500	$700 - $1,500	As Incurred	As Incurred	Insurance Company

Type of Expenditure	Amount for Home/Office Based Business	Amount for Learning Center Based Business	Method of Payment	When Due	To Whom Paid
Additional Funds for approximately 3 months[20]	$4,000- $10,000	$6,000 - $15,000	As incurred	As Incurred	Employees, Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (excluding real estate costs) [21] & 22	$48,700- $69,700	$73,700- $120,500			

<u>Notes to Item 7</u>

10 The Franchise Fee is payable by Cashier's Check. This fee is non-refundable.

11 <u>Home/Office Based Business</u>: If you operate your Franchised Business as a Home/Office Based Business, the business can be run from an office located in your home or another location you may wish to use for that purpose. You may have to pay deposits if business in located outside your home.

<u>Learning Center Based Business</u>: A RoboThink Learning Center occupies approximately 1,000 to 2,000 square feet of space. Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors and could be considerably higher in large metropolitan areas. RoboThink Learning Centers can be located in strip shopping centers, shopping malls, free-standing units, and other venues in downtown commercial areas and in residential areas. We anticipate that you will rent the Learning Center's premises. It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Learning Center already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Because of the numerous variables that affect the value of a particular piece of real estate, this initial investment table does not reflect the potential cost of real estate. Lease

12 Utility companies may require a deposit before you occupy your premises. These deposits may not be refundable.

13 Leasehold improvement costs include floor covering, wall treatment, ceilings, painting, window coverings, electrical, carpentry, and similar work, and architect's and contractor's fees. Your actual costs will depend on the site's condition, location, size; the demand for the site; the site's previous use; cost of materials and labor; the build-out required to conform the site for your Learning Center; and any construction or other allowances the landlord grants. Fees depend upon your contracts with vendors and/or other providers.

14 Exterior signage and any signage that bear our proprietary marks. Costs vary depending upon type, size and location of the signs and any local restrictions. Fees depend upon your contracts with providers.

15 Professional Fees vary depending upon rates charged by attorneys, accountants or other professionals.

16 Occupational licenses and other permits and licenses required by local, state and federal authorities. Fees depend upon your local governmental agencies and may vary between cities and states.

17 This includes your opening inventory of Teaching Products. Fees are non-refundable.

18 We do not charge for initial training for two people, but you must pay the expenses for travel, lodging, food, wages and workers' compensation for you and your employees during the training. These expenses vary depending upon the number of people attending the training, the distance and method of travel, availability of hotels and living expenses during training. Fees depending upon terms of suppliers and travel agencies.

19 You must obtain and maintain certain types and amounts of insurance (§8). Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, number of employees, square footage, location, business contents, and other factors bearing on risk exposure. The estimate contemplates insurance costs for 3 months.

20 We recommend you have a minimum amount of money available to cover operating expenses until your RoboThink opens. Additional working capital may be required if enrollment is low or operating expenses are high. These expenses typically are non-refundable.

21 We relied on business experience to compile these estimates. You should review these figures carefully with a business advisor before deciding to acquire the franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral and lending policies of financial institutions from which you request a loan. You should review these numbers carefully with a business advisor before making any decision to purchase the franchise. We do not offer direct or indirect financing for any item. The availability and terms of finance will depend upon your credit worthiness collateral and the lending policies of the financial institution.

22 Fees are non-refundable except for Footnotes 10, 11, 12, 14. These fees may be negotiated with the supplier and may be paid in installments or with other arranged terms.

AREA DEVELOPMENT OPTION

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Area Development Fee[23]	$52,500 (three units) to $175,000 (ten units) or $17,500 for each additional unit	Cashier's Check Payable in Lump Sum	At Signing of Area Development Agreement	Franchisor

23 The Area Development Fee is based on the number of academies scheduled to open and is calculated at 50% of the initial franchise fee. The Development Fee is paid at the signing of the Area Development Agreement. The remaining 50% of the franchise fee is paid as each academy opens.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

This item describes your only obligations to buy or lease from us or our designees, from suppliers we approve, and in accordance with our specification. We negotiate purchase arrangements with suppliers to receive quantity and quality discounts for franchisee and for company-operated units.

You must operate the Business according to our System Standards. System Standards may regulate, among other things, the services you may provide, the types, models, and brands of fixtures, furniture, equipment, furnishings, and signs (collectively, "Operating Assets"); products and supplies you must use in operating the Business; and designated and approved suppliers of Operating Assets, Teaching Products and other items.

Required Purchases

In the case of Teaching Products, suppliers will be limited to us and our designated affiliates. You must buy Teaching Products during the franchise term only from us and our designated affiliates. We will provide you with one set of Teaching Products free of charge. We restrict your sources of Teaching Products in order to protect our trade secrets and copyrights, assure quality, assure a reliable supply of products that meet our standards, control usage of the Marks by third parties and monitor the content and sale of these items.

In the case of Operating Assets and items other than Teaching Products, suppliers could, at our option, be limited to us, our affiliates, and/or other specified exclusive sources, in which case you would have to buy such Operating Assets and other items only from us, our affiliates, and/or the other specified exclusive sources at the prices we or they decide to charge. We have the absolute right to limit the suppliers with whom you may deal.

Specifications and Quality Standards

We will identify all designated and approved suppliers in the Franchise Operations Manual or other written communications. You currently must buy workbooks, lesson plans, lesson materials, promotional items, signage, and interior design services from us and our designated suppliers. There are no other goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, or real estate for the Learning Center that you currently must buy or lease from us (or an affiliate) or designated suppliers. Any purchases from us and our affiliates, whether required or voluntary, generally will be at prices exceeding our costs. The markup will represent our earnings as compensation for the development, manufacture and distribution of our proprietary materials, as well as its testing of them through our affiliates. The amount of markup and pricing for the proprietary materials is subject to our absolute discretion.

To maintain the quality of the goods and services that RoboThink Businesses sell and our system's reputation, we may require that you buy or lease goods and/or services (besides those described above that you may obtain only from us, our affiliates, and/or other specified exclusive sources) on the goods from suppliers that meet our specification and that we approve. We will formulate and modify standards and specifications based on our franchise owners' experience in operating RoboThink businesses and based on research and development conducted by us and our affiliates. Our standards and specifications may impose minimum requirements for production, performance, reputation, prices, quality, design, and appearance. Our Operations Manual or other communications will identify our standards and specifications. We will notify you and, where appropriate, the suppliers of those specifications and standards. There might be situations where you can obtain items from any supplier who can satisfy our requirements and, in that case, would be an approved supplier.

Approved Suppliers

We will provide you with a list of approved suppliers and distributors during the training program or before you open your franchised business. We may designate additional suppliers or remove any supplier from our approved list at any time. We reserve the right to have you purchase items from us and/or our affiliates in the future.

If we institute any type of restrictive sourcing program and you want to use any item or service that we have not yet evaluated or to buy or lease from a supplier that we have not yet approved or designated, you first must send us sufficient information, specifications and samples so that we can determine whether the item or service complies with System Standards or whether the supplier meets approved supplier criteria. We may charge you or the supplier a reasonable fee for the evaluation (see Item 6) and will decide within a reasonable time (no more than 10 days). We periodically will establish procedures for your requests and may limit the number of approved items, services and/or suppliers as we think best.

Supplier approval might depend on product quality, delivery frequency and reliability, service standards, financial capability, customer relations, concentration of purchases with limited suppliers to obtain better prices and service, and/or a supplier's willingness to pay us, our affiliates and/or our system for the right to do business with our system. We and our affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with you and other franchise owners and to use all amounts that we and our affiliates receive without restriction (unless we and our affiliates agree otherwise with the supplier) for any purposes we and our affiliates deem appropriate. Supplier approval might be temporary until we evaluate the supplier in more detail. We may inspect a proposed supplier's facilities during and after the approval process to make sure the supplier meets our standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier, product, or service.

Products Displaying the Marks

If you wish to purchase any items displaying the Proprietary Marks that have not been previously approved, you must submit a sample of the items to us for approval before purchasing the items from a third-party supplier. If we approve the items, we reserve the right to require you to purchase these and other items from us or a designated supplier in the future.

Advertising Materials.

Before you use any advertising, you must send us samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved. If you do not receive written disapproval within 15 days after we receive the materials, they are deemed to be approved. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved.

Minimum Inventory Requirements

You must satisfy and comply with the minimum inventory requirements we establish for all materials, products and items that you offer for sale. During the term of the Franchise Agreement, you must always comply with these minimum inventory requirements.

Motor Vehicle

Any motor vehicle you use in the operation of your business must comply with all federal and state laws and regulations. You may purchase or lease new or replacement vehicles from any source. All motor vehicles used in operation your franchise business must be capable of prominently displaying RoboThink advertising and logo graphics.

Computer Hardware and Software.

You must purchase designated computer hardware and software for use at the Learning Center. Other than the Merchant Services, you may purchase the computer hardware and software from any supplier if the equipment meets our specifications. The computer hardware and software programs must be able to operate the software programs required by us. We may modify and add to our software programs, and you must adopt these modifications and additions, at your expense, within 30 days after notification from us. Item 11 of this Circular provides the description of those computer requirements and Item 7 provides the estimated costs for the computer system.

Approval of Alternative Supplier

If you would like to use any goods or service in establishing or operating the franchised center that we have not approved (for goods or services that must meet our standards, specifications or that require supplier approval), you must first send us sufficient information, specifications and/or samples for us to determine whether the goods or services comply with our standards and specifications or to determine if the supplier meets our approved supplier criteria. You must pay our expenses to evaluate goods, services or suppliers. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease the goods or services or from the supplier. Our criteria for approving or revoking approved suppliers includes: the supplier's ability to provide sufficient quantity of goods; quality of goods and/or services at competitive prices; production and delivery capability; and dependability and general reputation. No officer of the franchisor nor anyone listed in Item 2 has any ownership nor other interest in any supplier. Periodically, we may review our approval of any goods, service or supplier. We will notify you in writing if we revoke our approval of goods, service or supplier. You must immediately stop purchasing disapproved goods or services or must immediately stop purchasing from a disapproved supplier.

Leases for Learning Center Site

If you lease the premises for your RoboThink franchise business, you must obtain our written approval before executing the lease. Your lease (or a rider to the lease) must contain lease terms that we reasonably require. We have the right to require that the lease include certain provisions (§§2.B and 2.D of the Franchise Agreement), including our right to receive an assignment of the lease to the Learning Center's site if the franchise is terminated or not renewed or if you lose possession because of your default under the lease. We will allow you to relocate the Learning Center to a new site that we approve if your lease expires or is terminated without your fault, or if the existing site is destroyed, condemned or is otherwise rendered unusable.

Learning Center Development.

You are responsible for developing the Learning Center. We will give you mandatory and suggested specifications and layouts for a RoboThink Learning Center, including requirements for dimensions, design, image, interior layout, decor, Operating Assets, and color scheme. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act ("ADA") or similar rules governing public accommodations for persons with disabilities. You must prepare a site survey and all required construction plans and specifications for the Learning Center's site and make sure that these plans comply with the ADA and similar rules, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. We must review and approve all final plans and specifications before you begin constructing the Learning Center and all revised or "as built" plans and specifications during construction. Our review is only to ensure your compliance with our design requirements. We may inspect the Learning Center during its development.

Insurance.

Before open your RoboThink business, you must obtain, and always maintain during the term of your franchise agreement, insurance policies that protect you and us, your respective officers, directors, partners and employees against any demand or claim for personal injury, death, or property damage; any advertising liability (for publishing inaccurate information resulting in slander or libel, violation of privacy), wrongful copying and infringement; legal defense; product liability; products/completed operations and contracts; loss, liability, or expenses arising from the operation of your franchise business. These policies must be written by a responsible carrier with an A- rating or higher or written by carriers acceptable to us. The policies must include, at a minimum (unless we require additional coverage and higher policy limits), the following:

Coverage may vary depending on space, size or location of your Business. Please discuss with your landlord or property owner the required minimums for your location, any coverage required by law or by your lease. Premiums depend on the insurance carrier's charges, terms of payment and your history. All insurance policies must name us as an additional insured party. 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.

General Liability	$2,000,000	Per Occurrence
	$4,000,000	In the Aggregate
Fire Damage	$100,000	Not less than per Occurrence
Medical Expense	$10,000	Not less than Per Person
Automobile Liability (bodily injury and property)	$1,000,000	Combined limits
Excess Liability Umbrella Coverage (for general liability and automobile, if applicable)	$1,000,000	Per Occurrence and Aggregate
Personal/Advertising Injury	$1,000,000	2,000,000 in aggregate
Workers' Compensation	As required by law	Per Employee
Business Interruption	$20,000	Not less than Per Month
Educators Legal/Sexual Molestation	$1,000,000	Per Occurrence and Aggregate

You cannot open your RoboThink business until you have obtained all the required insurance coverage. If you fail to obtain and maintain coverage, we have the right to procure it on your behalf and to charge you for the cost, plus interest. We have the right to increase the minimum coverage, decrease the maximum deductible, or require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards or other relevant changes in circumstances. We must give you at least 30 days' written notice if changes are required. To take advantage of discount premiums we may require you to obtain the insurance as part of a group with us and other RoboThink franchisees through our insurance carrier or insurance agent.

Pricing and Promotion Requirements

We reserve the right, subject to restrictions imposed under applicable law, to require your RoboThink business to offer all products, items and services at prices not to exceed the prices we publish from time to time. We currently do not prohibit our franchisees from charging prices lower than our suggested prices for any item and service; however, we reserve the right to do so in the future, to the maximum extent allowed by applicable law.

Derived Income

We estimate that approximately 1% to 24% of your expenditures for leases and purchases in establishing your franchised center will be for goods and services that must be purchased from us, our Affiliate or an approved supplier or according to our standards and specifications. We estimate that approximately 1 % to 24% of your expenditures will be for goods and services that must be purchased from either us, our Affiliate, an approved supplier or according to our standards and specifications.

During fiscal year 2021, neither we, nor our affiliated, derived any revenue from selling items to franchisees, nor did we receive any rebates from suppliers on account of purchases of required and approved items by franchisees. Franchisee pays its approved suppliers and/or landlords directly for any products, services, equipment, merchandise or other financial obligations.

Neither we nor any of our affiliates derived any revenue as a result of required purchases or leases during 2021.

There currently are no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price terms). We do not provide material benefits to you (for example, renewal or granting additional franchises) for using designated or approved sources.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Section in Area Development Agreement	Item in Offering Circular
(a) Site selection and acquisition/lease	2A & B	6	7, 8, 11& 12
(b) Pre-opening purchases/leases	2C, D, E & 8	5	5, 7, 8 & 11
(c) Site development and other pre-opening requirements	2C, D, E, F & Exhibit FA-II	6	7, 8, & 11
(d) Initial and ongoing training	4A & B	Not Applicable	6, 7 & 11
(e) Opening	2F & Exhibit FA-II	6	11
(f) Fees	3, 4A,4 B, 11, 13, 16, &17A	7	5, 6 & 7
(g) Compliance with standards and policies/Operating Manual	4 & 8	6,8,12	8 & 11
(h) Trademarks and proprietary information	6, 7,8 & 9	8,12	13 & 14
(i) Restrictions on products/services offered	1D & 8C	Not Applicable	8, 11, 12 & 16
(j) Warranty and customer service requirements	None	Not Applicable	None
(k) Territorial development and sales quotas	None	2, 6	None
(l) On-going product/service purchases	2D, 2E & 8	Not Applicable	6 &8

Obligation	Section in Franchise Agreement	Section in Area Development Agreement	Item in Offering Circular
(m) Maintenance, appearance and remodeling requirements	8 & Exhibit FA-II	Not Applicable	6, 8, 11 & 17
(n) Insurance	2F, 8E & 16B	Not Applicable	6 &8
(o) Advertising	9	Not Applicable	6, 7, 8, &11
(p) Indemnification	18D	16	6
(q) Owner's participation/ management/staffing	1C, 4A, 4B, 8D & 16C	2, 6	11 &15
(r) Records and reports	11, 12	6	6 &.17
(s) Inspections and audits	13	Not Applicable	6 &11
(t) Transfer	14	13	17
(u) Renewal	15	4	17
(v) Post-termination obligations	17	12, 13	17
(w) Non-competition covenants	10	12	14, 17 & Exhibit G
(x) Dispute resolution	18D & 19	15 & !6	Item 17
(y) Other	Not applicable	Not Applicable	Not applicable

ITEM 10

FINANCING

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

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we (RoboThink Franchising Corp) are not required to provide you with any:

Pre-Opening Obligations

Before you open your RoboThink Business, we will:

1. Give you our standard site selection guidelines, including our minimum standards for Third-Party Locations. (Franchise Agreement – §§2.A & B). We will provide you or your approved architect, at no charge, our copyrighted plan with standard specifications for the construction of a prototypical Robot Learning Center after you sign the Franchise Agreement. These plans with either be paper copies or digital in PDF format and plans will include exterior and interior design and layout display requirements, fixtures, furniture, equipment and signage. You will, at your expense, adapt the standard specifications to your Learning Center. It is your responsibility to make certain the premises conform to local ordinance s and building codes. We will work with you and your architect to assist in the event there are any conflicts or changes required to our plans in order to meet local ordinances.

2. Approve or disapprove your lease if you operate a Learning Center Based Business. We may require, as a condition of approval, that your lease contain the lease terms specified (e.g., provision that restricts the use of the premises solely to the operation of your Franchise; timely payments due us and your suppliers; restrictions on assigning the lease, right for Franchisor to cure default; notification, etc.). You must sign a lease for the premises of your Learning Center within 4 months after the effective date of the Franchise Agreement or 3 months after we approve the site (Franchise Agreement – §2.F & §16.B.2)

If you do not locate and sign a lease or purchase document for an acceptable site for the premises of your Learning Center within four months after you sign the Franchise Agreement, we may, at our option, terminate the Franchise Agreement. (Franchise Agreement – §16. B.2)

3. If you operate a Learning Center Based Business, we will give you mandatory and suggested specifications and layouts for a RoboThink Learning Center, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings, and color scheme. (Franchise Agreement – §S 2.C & 2.D).

4. As discussed in Item 8, we will identify the Operating Assets, Teaching Products, and other products and supplies that you must use to develop and operate your RoboThink Business, the minimum standards and specifications that you must satisfy, and the designated and approved suppliers from whom you must or may buy or lease these items (which may be limited to and/or include us, our affiliates, and/or other specified exclusive sources). (Franchise Agreement – §§2.C, 2.D & §8)

5. Loan you one copy of our Confidential Operations Manual, or give you access to a virtual copy, which contains mandatory and suggested specifications, standards, forms and procedures for operating the Franchise Business after you sign the Franchise Agreement. Our manual is Confidential and always remains our property. The current table of contents is listed in Exhibit L.

6. Advise you on Grand Opening advertising program and promotions programs for you RoboThink Business. (Franchise Agreement – §9.A)

7. Train you (or your managing owner) and one manager-level employee. (Franchise Agreement – §4.A) We describe this training later in this Item.

8. Provide you such on-site pre-opening and opening supervision and assistance as we in our sole discretion deem advisable, subject to the availability of our personnel (Franchise Agreement §4.A).

Continuing Support

After you begin operating your business, we will:

1. Advise you regarding your business operation based on your reports or our inspections. We also will guide you on standards, specifications, and operating procedures and methods that RoboThink franchises use; purchasing required and authorized Operating Assets, Teaching Products, and other items and arranging for their distribution to you; advertising and marketing materials and programs; employee training; and administrative, bookkeeping, accounting, and inventory control procedures. We will guide you in our Franchise Operations Manual, bulletins, or other written materials; by electronic media; by telephone consultation; and/or at our office or your location. (Franchise Agreement – §4)

2. Give you, at your request (and our option), additional or special guidance, assistance, and training. (Franchise Agreement –§4) See Item 6

3. Continue to loan you one copy of the Franchise Operations Manual, which could include audiotapes, videotapes, compact disks, computer software, other electronic media, and/or written materials. The Franchise Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules ("System Standards") that we periodically require. You must keep the Manual confidential and current and you may not copy any part of the Manual. (Franchise Agreement –§4D and §8)

4. Issue and modify System Standards for RoboThink franchises. We periodically may modify System Standards, which may accommodate regional or local variations, and these modifications may require you to invest additional capital in the RoboThink Business and/or incur higher operating costs. (Franchise Agreement – §8) See Item 16

5. Inspect the RoboThink Business and observe its operation to help you comply with the Franchise Agreement and all System Standards. (Franchise Agreement – §12A)

6. Let you use our confidential information. (Franchise Agreement – §6 and §7A)

7. Let you use our Marks. (Franchise Agreement –§6)

8. Periodically offer refresher training courses. (Franchise Agreement – §4B and Item 6)

9. Provide local and regional advertising as deemed appropriate by us.

Neither the Franchise Agreement nor any other agreement requires us to provide any other assistance or services to you during the operation of the Franchised Business. Our participation is described in greater detail, as follows:

Site Selection

If you operate a Learning Center Based Business, we will give you our site selection criteria for the Learning Center. We do not select your site; however, your location must be approved by us. The site must meet our criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, and proximity to your business; nature of other businesses; size; appearance; and other physical and commercial characteristics. We will approve or disapprove a location you propose within 30 business days after receiving your description of, and evidence confirming your favorable prospects for obtaining, the proposed site. We will use reasonable efforts to help analyze your market area, to help determine site feasibility, and to assist in designating the location, although we will not conduct site selection activities for you. (Franchise Agreement – §2). Franchisor does not own or lease the premises in which the Franchisee operates. Franchisee is responsible for locating its site and purchasing or leasing a location. If the location is a mobile unit, Franchisee must arrange to lease/purchase the unit.

Before opening your learning Center, you must ensure that it is accessible to and useable by persons with disabilities and meets the Standards for Accessible Design for new construction in the ADA Accessibility Guidelines (ADAAG) as may be amended from time to time or any more stringent accessibility standards under federal, state or local law.

At your expense, you must construct for Center and purchase and install all fixtures, equipment and signs designated by us. You must completely remodel or refurbish your Center, at our request, but not more frequently than every 5 years or upon renewal of the Franchise Agreement. You may be required under your lease or applicable law remodel more frequently. We cannot predict the range of costs and expenses associated with any remodeling or refurbishment requirements. We do not expect your costs and expenses will exceed the cost you incur in initially building your Learning Center.

Advertising and Development Fund.

We may establish a formal Advertising and Development Fund (the "Fund") for advertising, marketing, and public relations programs and materials we deem appropriate. No Fund has been created as of the date of this disclosure document, but if we create one, you must contribute to the Fund the amounts that we periodically require (See Item 6). RoboThink Businesses that we and our affiliates own in the United States will contribute to the local, regional or other advertising Fund on the same basis as franchise owners. We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with RoboThink Businesses and with whom we have agreed that we will deposit these allowances.

We will direct all programs that the Fund finances, with sole control over the creative concepts, materials and endorsements used and their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising; using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund may advertise locally, regionally and/or nationally in printed materials, on radio or television and/or on the Internet, whatever we think best. The Fund periodically will give you samples of advertising, marketing, and promotional formats and materials at no cost. We will sell you multiple copies of these materials at our direct cost of producing them, plus any related shipping, handling, and storage charges. We use a combination of regional outsourcing companies to create our brand identity manual, social networking ads and our in-house staff create flyers that are localized for each franchisee.

We will account for the Fund separately from our other funds and not use the Fund for our general operating expenses. However, we may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, the Fund's other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs. These expenses may include conducting market research; directing public relations activities; preparing advertising, promotion, and marketing materials; and collecting and accounting for Fund contributions.

The Fund is not our asset. The Fund also is not a trust. We have a contractual obligation to hold all Fund contributions for the benefit of the contributors and to use contributions only for their permitted purposes (described above). However, we administer the fund according to our discretion and do not have any obligation to you to make expenditures for any particular type of advertising or marketing as long as we use the funds for the general purposes stated above. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits or invest any surplus for future use. We will use interest earned on Fund contributions to pay costs before spending the Fund's other assets. We will not use Fund contributions for advertising that principally is a solicitation for the sale of franchises. We will prepare an annual, unaudited statement of Fund collections and expenses and give it to you upon written request. We may have the Fund audited annually, at the Fund's expense, by an independent certified public accountant. We may incorporate the Fund or operate it through a separate entity when we think best. The successor entity will have all the rights and duties described in this document.

The Fund's purpose is to maximize recognition of the Marks and patronage of RoboThink Businesses. Although we will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing that will benefit all RoboThink Businesses, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by RoboThink Businesses operating in that geographic area. We do not ensure that any RoboThink Businesses benefits directly or in proportion to its Fund contribution from the development of advertising and marketing materials or the placement of advertising. There may be franchisees of RoboThink Franchising Corp whose franchise agreements do not require them to contribute to the Fund. We may use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing or administering the Fund.

We may at any time defer or reduce a franchise owner's Fund contributions and, upon 30 days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will distribute all unspent monies to franchise owners, and to us and our affiliates, in proportion to their, and our, respective contributions during the preceding 12-month period. (Franchise Agreement – §9.B)

Your Local Advertising.

In addition to your Fund contributions and your grand opening advertising obligation, you must spend at least 2% of the Learning Center's Gross Sales to advertise and promote your Learning Center. RoboThink Businesses that we and our affiliates own in the United States will contribute to the Fund on the same basis as franchise owners. Within 30 days after the end of each month, you must send us, in the manner we prescribe, an accounting of your expenditures for local advertising and promotion during the preceding month. Your local advertising and promotion must follow our guidelines. All advertising and promotional materials developed for your Learning Center must contain notices of our Website's domain name in the manner we designate. You may not develop, maintain, or authorize any Website that mentions or describes you or the RoboThink Business or displays any of the Marks.

All advertising, promotion, and marketing must be completely clear, factual and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we periodically require. You must send us or our designated agency review samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved. If you do not receive written disapproval within 15 days after we or our designated agency receives the materials, they are deemed to be approved. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved.

Cooperative Advertising Programs.

We may designate an advertising coverage area ("ACA") – local or regional – in which 2 or more RoboThink Businesses are located in order to seek to establish a cooperative advertising program ("Cooperative Program"). An ACA is the area covered by the particular advertising medium recognized in the industry. We will require all franchise owners in the ACA to participate. Each RoboThink Business operating in the ACA will have one vote, including those we or our affiliates operate. There may be franchisees of RoboThink Franchising Corporation in the ACA whose franchise agreements do not require them to contribute to the Cooperative Program.

We have the power to form, change, dissolve, or merge any Cooperative Program. Cooperative Programs will not operate from any written governing documents. We will make available for your review any records showing payments to and expenses of any Cooperative Program in which you participate.

Currently we do not have a franchise owner advisory council that advises us on advertising policies.

Electronic Media Advertising

You may not use electronic media to advertise your Franchise Business without our prior approval. You cannot use our domain name, www.myrobothink.com, or any variations of our domain name, without our prior written approval to operate an Internet site. You must comply with any conditions and restrictions we wish to impose. We must first approve all use of any electronic media (including Internet) postings, including advertisements and/or promotions. You may not promote or sell any products or services, or make any use of the Proprietary Marks, through the Internet without our prior written approval, which we do not have to provide. As a condition of granting any consent, we will have the right to establish any requirement we deem appropriate, including a requirement that your only presence on the Internet will be through one or more web pages that we establish on our website. We have the right to establish a website or other electronic system providing private and secure communications between us, our franchisees and other persons and entities that we deem appropriate. If we require, you must establish and maintain access to the extranet in the manner we designate. We may periodically prepare agreements and policies concerning use of any extranet that you must acknowledge and sign. You are prohibited from promoting your Franchised Business on any social or networking website, including Facebook®, LinkedIn®, Instagram®, Twitter® or any similar sites without our prior written consent in each instance. We may withhold our consent for any reason. (Franchise Agreement §9).

Computer System

You will obtain and use the computer hardware and/or operating software that we periodically specify (the "Computer System"). We may modify specifications for and components of the Computer System. You also agree to maintain a functioning e-mail address. Our modification of specifications for the Computer System, and/or other technological developments or events, might require you to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer System.

We estimate that the costs associated with computers will be: (1) $500–$1,000 to purchase or lease the required computer system for office computer system; (2) $150 as a one-time set-up to the vendor that will provide credit card processing gateway software and services; and (3) $1,850-$3,850 for laptop computers used in instruction (for a total of estimate of $2,500 to $5,000).You pay our technology fee $100 per month for our ERP system that handles POS. It's a system that we developed. It will run on any computer with an internet browser. It is estimated that the price of an office computer will need to be updated every 3-4 years at an approximate cost of $500.

This computer system will be used for recording all sales and related activities, Gross Sales and customer information. You must record all sales by business category (Classes, After-School Programs, Workshops, Birthday Parties, Special Events and Camps) and related activities. You must obtain the merchant and credit card processing gateway software and services (the "Merchant Services") from a designated vendor (which is not affiliated with us). You must use the designated vendor for Merchant Services and pay the vendor a monthly fee for its support for the Merchant Services, which is currently $100 per month. The Merchant Services will operate as part of a website interface that customers will use to sign up and pay for classes with your Franchised Business. Other than the Merchant Services, you may purchase the computer hardware and software from any supplier provided the equipment meets our specifications. We do not currently have independent access to your computers (or the information stored there) but will have the right to request access to all of your information and data (or to change our standards to permit us to have independent access), and there are no contractual limitations on our right to access the information and data. If we implement a new accounting program/system, you will have 12 months to fully integrate the new program/system. We also can require that you use and keep updated approved contact management software to track customer information or software and to obtain service and support for the Computer System.

If we decide to develop or adopt and implement a company-wide bookkeeping and record keeping system and/or other technology-related tools to allow you to manage your RoboThink Business more effectively, to allow us to have independent and instant on-line access to your records and/or for other business purposes, you must purchase the required equipment, update the new systems or tools with your existing information, participate as required in any new program, become trained on the use of the new systems or tools and pay any applicable technology fees charged by us or our designee, to assist in covering costs of the applicable programs, systems and tools.

You are obligated to maintain and upgrade the hardware and software during the term of the Franchise Agreement, but we cannot estimate or specify the frequency of these updates. The Franchise Agreement does not limit the frequency and cost of the obligation.

<u>Opening</u>

As described in Items 1 and 5, the opening procedures, as well requirements for sites and location development, depend on which format of the business you operate.

<u>Home Based Business</u>

We estimate that it will be 60 to 120 days from signing the Franchise Agreement to operating your Franchised Business. You will be responsible, at your expense, for finding and securing suitable sites to serve as your Third-Party Locations. Third-Party Locations may include facilities such as community centers, parks and recreation centers where the operator rents a portion of the facility for specific schedule of days or time slots. Other facilities may include afterschool care centers and schools where the operator conducts Programs on a scheduled basis as an independent service provider. You are responsible for ensuring that each location you use as a Third-Party Location meets our guidelines, standards and specifications. We may request that you submit to us the information that we reasonably request regarding any Third-Party Locations that you intend to use, or are using, to provide Programs. If we determine that any Third-Party Location does not meet our then-current standards and specifications, we will notify you that we have disapproved such location. You must discontinue using a Third-Party Location within 30 days of our written notice of disapproval. Each Approved Location must be conducted according to design plans and a basic layout submitted to us for approval.

Learning Center Based Business

We estimate that it will be 60 to 120 days after you sign the Franchise Agreement before you open the Learning Center. However, this assumes that you already have a site for the Learning Center or find one shortly after signing the Franchise Agreement, or you already have a home office or office location. You must sign a lease for an acceptable site within 180 days after the Franchise Agreement's effective date. We may terminate the Franchise Agreement if you fail to sign a lease within the 180-day period. The specific timetable for opening depends on the site's condition; the Learning Center's construction schedule; the extent to which you must upgrade or remodel an existing location; the delivery schedule for equipment and supplies; completing training; and complying with local laws and regulations. You may not open the Learning Center until: (1) we notify you in writing that the Learning Center meets our standards and specifications; (2) you complete pre-opening training to our satisfaction; (3) you pay the initial franchise fee and other amounts then due to us; and (4) you give us certificates for all required insurance policies. Subject to these conditions, you must open the Learning Center for business by the earlier of: (a) six months after the Effective Date of the Franchise Agreement; or (b) three months after we have approved the site for the Learning Center. (Franchise Agreement – §2.F)

Operations Manual

We provide to you, on loan, one copy of the Manual, which contains mandatory and suggested specification, standard and procedures (Franchise Agreement §4.D, page 16). This Manual is confidential, contains our trade secrets and remains our property. We may modify the Manual, but the modification will not alter your status and rights under your Franchise Agreement. You are permitted to view the Manual at our offices before signing the Franchise Agreement, but you must first sign a confidentiality agreement.

We provide advice as to products and supplies; however, we need not assist you to obtain such products and supplies (Franchise Agreement §4.D page 16 and §8, pages 23 and 24).

We have no obligation to develop new products or services to be offered by you or to your customers and students, hire or train employees, improve or develop the franchised business.

Training

If this is your first RoboThink Business, we will train you (or your managing owner) and one of your manager-level employees on operating a RoboThink Business before the business opens. You and one of your management-level employees must attend initial training. We will provide approximately 5 days of training for you and your team (although the specific number of days depends on our opinion of your experience and needs) at a location we designate and/or at an operating RoboThink Learning Center. If you (or your managing owner) and one of your manager-level employees cannot complete initial training to our satisfaction, you must designate a person or persons who meets with our approval and who is able to complete the initial training program.

We do not charge for the initial training. Additional people beyond the first 2 may attend initial training if you pay our then current training charge for each additional person (See Item 6). You also must pay for all travel and living expenses that you and your employees incur and for your employees' wages and workers' compensation insurance while they train at operating a RoboThink Business.

Training will occur after you sign the Franchise Agreement and while you are developing the RoboThink Business. Your attendees must complete Training before you can open your RoboThink Business. We plan to be flexible in scheduling training to accommodate our personnel, you and your personnel.

You (or your managing owner), and/or other previously trained and experienced employees must attend and satisfactorily complete various training courses that we periodically provide at the times and locations we designate. Besides attending these courses, you must attend one of two semi-annual meetings of all franchise owners at a location we designate. (See Item 6). You will not be obligated to attend training courses or annual meeting more than 7 days in any one calendar year. You are responsible for all related travel and living expenses and wages.

We may require RoboThink Business managers to satisfactorily complete initial and ongoing training programs. We may charge you a fee for training managers (See Item 6). You are responsible for all related travel and living expenses and wages.

Kiley Davis, Program Director, has served as Program Director of RoboThink Franchising Corporation since its formation in October 2019. From April 2016 to present Kiley served as Program Director of RoboThink, LLC., Lake Bluff, IL. She has 6 years of curriculum development, instruction and operations experience with the RoboThink franchise system.

Sarosh Hamsi has served as the operations Manager of RoboThink Franchising Corporation since its formation in October 2019. From April 2016 to present Sarosh has served as Franchise Sales Manager of RoboThink, LLC., Lake Bluff, Illinois and has 6 years of franchise management, marketing and operations experience with the RoboThink franchise system.

Danny Park has been Chief Executive Officer of RoboThink Franchising Corp since its formation in October 2019 and, along with his staff, developed the training program for the System. He also serves as one of the Trainers for new franchisees.

Other staff will assist. In order to qualify as an Instructor/trainer, a minimum combination of 70 hours classroom and on-the--job training is required. A printed copy of the RoboThink Training Manual and the RoboThink Franchise Operations Manual will be the principal instruction material, as well as the RoboThink Teaching Products. A Table of Contents of the Operations Manual is attached as Exhibit L and consists of a total of 243 pages.

As of the date of this disclosure document, we provide the following training:

TRAINING PROGRAM

Subject	Hours of Classroom Training Day	Hours of on-the-Job Training	Location
Introduction of RoboThink Company & Philosophies	2	0	Training Academy
Beginning Operations	5	0	Training Academy
RoboThink Business Model & Operation Procedures	3	0	Training Academy
Human Resources, Grand Opening & Introduction to Robotics	4	0	Training Academy
Intermediate and Advanced Robotics, Introduction to RoboThink Programming	3	0	Training Academy
Introduction to RoboThink Programming	4	0	Training Academy
Advanced Programming	2	0	Training Academy
Advertising & Marketing	3	0	Training Academy
ThinkLink ERP System	2	0	Robot Think Manual and On-Line

Subject	Hours of Classroom Training Day	Hours of on-the-Job Training	Location
Teaching Methods, Class & Camp Procedures & Curriculum	3	0	Franchisor School and Training Academy
Total	31	4	

Franchisee or Managing Owner and Manager will participate in 35 hours of Training at a facility designated by Franchisor.

Electronic Media.

You cannot use our domain name, www.myrobothink.com, or any variations of our domain name, without our prior written approval to operate an Internet site. You must also obtain our prior written approval for the content of any websites, Facebook or linkages used in connection or association with the business.

ITEM 12

TERRITORY

The Franchise Agreement grants you the right to own and operate one RoboThink Business at a specific location within a protected territory ("Protected Territory" or "Territory"). The territory is not exclusive. You may face competition from other franchisees, from franchisor owned outlets or from other channels of distribution or competitive brands franchisor controls. We will describe your territory in your Franchise Agreement before you sign it. Territories will vary in size and dimension based on local factors such as the demographics of the Territory, as well as the number of public and private elementary and middle schools (at least 15 schools in the aggregate), and the number of preschools and a population of at least 50,000 people. We derive our population figures from the most recent US census data available. You may not conduct your franchise business at any site other than the approved premises.

Once your Territory is identified we have no right to modify your Territory except with your written agreement. You will not solicit or advertise for prospective students, clients and Third-Party Locations in the exclusive territory of another RoboThink franchisee. You will not provide Programs to students and Third-Party Locations in the exclusive territory of another RoboThink franchisee unless they were already students of your RoboThink franchise before the exclusive territory of the other franchisee was established. If you receive an inquiry to conduct a Program to be in another RoboThink franchisee’s exclusive territory, you must refer that Program to the RoboThink franchisee operating in that exclusive territory.

Except as limited below, and provided you are in full compliance with the Franchise Agreement, we and our affiliates will not operate or grant a franchise for the operation of another RoboThink Business at a location within your territory during the term of the Franchise Agreement. Except as expressly limited by the previous sentence, we and our affiliates retain all rights with respect to the RoboThink Businesses, the Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire, including, but not limited to:

(1) the right to establish and operate, and to grant to others the right to establish and operate similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations inside or outside your territory under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate;

(2) the right to provide, offer and sell and to grant others the right to provide, offer and sell goods and services that are identical or similar to and/or competitive with those provided at RoboThink Businesses, whether identified by the Marks or other trademarks or service marks, through dissimilar distribution channels both inside and outside your territory and on any terms and conditions we deem appropriate;

(3) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside your territory under the Marks and on any terms and conditions we deem appropriate;

(4) the right to operate, and to grant others the right to operate RoboThink Businesses located anywhere outside your territory under any terms and conditions we deem appropriate and regardless of proximity to the Learning Center;

(5) the right to establish and license others to establish RoboThink Businesses at any National Accounts (as that term is defined below) within and outside your territory on any terms and conditions we deem appropriate;

(6) Provide and conduct Special Event Services to customers located within the Territory, including customers who attend Programs of your Franchised Businesses, if you do not offer or otherwise exercise your right to provide Special Event Services; and

(7) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at RoboThink Businesses, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in your territory); and

(8) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services

similar to those provided at RoboThink Business, or by another business, even if such business operates, franchises and/or licenses competitive businesses in your territory.

Although we have the right to do so (as described above), we have not established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different tradename.

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

The Franchise Agreement does not give you any rights to open or buy additional Learning Centers in your protected territory or contiguous territories. If you want such rights, you must execute additional Franchise Agreements.

National Accounts Program:

We will, from time to time, set forth in the Franchise Operations Manuals or other communications guidelines, policies and procedures regarding the National Account program (the "NA Policies"). If you comply with this Agreement, we will offer you the option to provide services to National Account customers (multiple RoboThink Businesses) for services to be delivered in your Territory. If you elect to provide such services to a National Account customer, you must do so on the terms and conditions which we prescribe for that National Account customer from time to time. If you elect not to provide such services to a National Account customer, we will have the right to provide such services or appoint a representative or another franchisee to render such services to the National Account customer in your Territory. Further, if at any time we determine that you are not abiding by the terms and conditions we prescribe for a specific National Account customer or the NA Policies, we may, in our discretion, terminate your right to service National Account. If we terminate your right to service National Accounts, we will have the right to provide services to, or appoint a representative or another franchisee to provide services to, any National Accounts in your Territory. You may terminate your participation in the National Account program at any time by giving us at least 30 days' prior written notice. If you terminate your participation in the National Account program, or if you fail to satisfy the conditions and obligations of any National Account agreement, we have the right to service or authorize others to service National Account customers within your Territory without any compensation to you. This right is an exception to your territorial protection described above. We have no obligation to readmit you into the National Account program or to transfer any National Account customer to you if you are subsequently willing and able to provide service within your Territory.

Certain National Account customers may require that we provide additional volume rebates, which we will negotiate with the customer on a case-by-case basis. If an additional rebate is required, we will notify you before signing the National Account contract, and you will have the option not to participate in that National Account contract. We will not pay you for your services to a National Account customer until you submit the appropriate documentation.

We are not required to pay you if we exercise any of the rights specified above inside your Territory.

Reservation of Rights

Except for rights expressly granted to you under the Franchise Agreement, we retain all rights with respect to the Marks, the System and the RoboThink business anywhere in the world.

Relocation of Your Franchised Business

Under the terms of the Franchise Agreement, you do not have the right to relocate your RoboThink Business without our prior written consent. You are not granted any options, rights of first refusal or similar rights to acquire additional facilities.

You may not relocate the Franchised Business without our prior written consent, and you must meet all of the following conditions: (a) you must not be in default under the Franchise Agreement, any other Agreement with us, or any of our affiliates; (b) you and all persons and entities that have executed the Personal Guarantee agreeing to be bound by your obligations under the Franchise Agreement (each a "Guarantor," collectively "Guarantors") have agreed to cancel the original Franchise Agreement and execute a new Franchise Agreement in the form that is currently effective at the time of relocation for the remaining term of your current Franchise Agreement.; (c) you have secured a site which meets our then-current size and demographic requirements, and if you are leasing the space, you must submit the proposed lease agreement for our review and pay our lease review fee of $1,000; d) you agree to equip and furnish your new location so that it meets the standards of appearance and function applicable to new System at the time of relocation; e) you and your Guarantors execute a general release, in a form satisfactory to us, of any and all claims against us, our affiliates, parents, subsidiaries and their respective members, managers, directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between you and us or our affiliates, and federal, state, and local laws and rules; and (f) you cease to operate the Franchised Business for no more than two (2) days only for the purposes of moving all equipment from the old Approved Location to the new Approved Location.

ITEM 13

TRADEMARKS

The Franchise Agreement licenses you the right to operate a Franchised Business under the trade name RoboThink®. We may require you to use other current or future developed trademarks to operate your franchised business. The term trademarks means trade names, trademarks, service marks and logos used to identify the franchised business. We are not restricted in the way we use these trademarks, and we have all the rights to license or franchise others to use these trademarks. Throughout this Disclosure Document, our trademarks, including those developed in the future and licensed to you for use in the operation of your RoboThink, may be referred to as the "Proprietary Marks."

You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Mark in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a website.

You may use certain Marks in operating the RoboThink Business. The principal Mark is:

Mark	**Registration Number**	**Registration Date**	**International Class of Goods**
"ROBOTHINK" with design	5203450	May 16, 2017	IC 041.US 100 101107. G & S (Education Services)
"ROBOTHINK"	5175446	April 4, 2017	IC 041.US 100 101107. G & S (Education Services)

RoboThink, LLC assigned the Trademarks to RoboThink Franchising Corp. in October 2019. The Marks are listed above on the Principal Register of the United States Patent and Trademark Office ("PTO"). No affidavits or renewal filings are currently due in connection with this registration.

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

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark. You may not communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, PTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. You must assist us in protecting and maintaining our interests in any litigation or PTO or other proceeding. We will reimburse you for your costs of taking any action that we asked you to take.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing the RoboThink Business's signs, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

We will reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under the Franchise Agreement if you have timely notified us of and comply with our directions in responding to the proceeding. At our option, we may defend and control the defense of any proceeding arising from your use of any Mark.

You do not receive any rights to the Mark other than the non-exclusive right to use our Mark in the operation of your franchised business. You must follow our rules when you use the Mark. You must use the Mark as the sole trade identification of the franchised RoboThink. Any unauthorized use of the Mark by you is a breach of the Franchise Agreement and an infringement of our rights in the Mark. You must not contest the validity or ownership of the Mark, 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 Mark.

All usage of our marks by you and any goodwill established from their use will exclusively benefit us. You are prohibited from contesting the validity or ownership of any marks or assisting any other person in contesting the validity or ownership of any marks during the term of the franchise agreement or at any time after the franchise agreement expires or is terminated.

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not advertise on the Internet, create or operate an Internet site or website using any domain name containing, the word "RoboThink" or any variation thereof without our prior written consent.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the operation of this franchise. We claim copyrights in the Franchise Operations Manual (which contains our trade secrets), advertising and marketing materials, Teaching Products and similar items used in operating a RoboThink Business. We have not registered these copyrights with the United States Registrar of Copyrights but need not do so at this time to protect them. You may use these items only as we specify while operating your Business and must stop using them if we so direct you.

There currently are no effective adverse determinations of the PTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the system's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

We will loan you with one copy of the Franchise Operations Manual, Program Guide and Training Manual as long as the Franchise Agreement remains in effect. Your copy of the Franchise Operations Manual, Program Guide and Training Manual remains our property. Our Franchise Operations Manual, Program Guide and Training Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes site selection criteria; training and operations materials; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating RoboThink Businesses; marketing and advertising programs for RoboThink Businesses; any computer software or similar technology that is proprietary to us or the system; knowledge of specifications for and suppliers of Teaching Products, and other products and supplies; knowledge of the operating results and financial performance of RoboThink Businesses other than your RoboThink Business; and graphic designs and related intellectual property. You must keep your copy of the Franchise Operations Manual up-to-date and comply with each new or changed standard promptly upon receipt of notice from us. If a dispute develops relating to the contents of the Franchise Operations Manual, the copy of the Manual that we maintain at our headquarters will control.

All ideas, concepts, techniques, or materials concerning a RoboThink Business, 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 to be our sole and exclusive property, part of the system, and works made-for-hire for us. To the extent any item does not qualify as a “work made-for-hire” for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others and use non-disclosure and non-competition agreements with those having access. We may regulate the form of agreement that you use and will be a third party-beneficiary of that agreement with independent enforcement rights.

Your use of the Confidential 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.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You (or, if you are an entity, your managing owner) must act as the general manager of the RoboThink Business with responsibility for direct, day-to-day supervision and operation of the RoboThink Business and must have successfully completed our Training Program (See Item 11, Training). You (or your managing owner) must devote full time and efforts to the management and supervision of the RoboThink Business. You must always faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance the RoboThink Business. System Standards may regulate the RoboThink Business's staffing levels, e.g., identifying the business personnel, employee qualifications, training, dress and appearance. If you are a legal entity, you must appoint a shareholder, member, or partner (as applicable) to be your "Managing Owner," responsible for overseeing and supervising the operations of your RoboThink Business.

You must always keep us informed of the identity of any supervisory employees acting as assistant managers of the RoboThink Business. Your assistant managers need not have an equity interest in the franchise business but must agree in writing to preserve confidential information to which they have access. Your manager and/or assistant managers must agree not to compete with you, us and other franchise owners. We may regulate the form of agreement that you use and be a third-party beneficiary of that agreement with independent enforcement rights.

If you are a corporation, limited liability company, or partnership, your owners must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete. The "Guaranty and Indemnification" is attached as Exhibit VI to the Franchise Agreement (Exhibit C of this FDD) and Exhibit AEA VI of the Area Development Agreement (Exhibit D of this FDD).

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer customers, clients and Third-Party Locations only the services and products that we have expressly authorized to be offered by RoboThink Businesses, as periodically specified in the Franchise Operations Manual. In conducting services, you may only use the Teaching Products, services, other goods and other materials that have been authorized by us. Our Standards may regulate required Teaching Products; unauthorized and prohibited products and services; and inventory requirements for Teaching Products and other products and supplies so that your RoboThink Business operates at full capacity. We periodically may change required Teaching Products. There are no limits on our right to do so. (See Item 8). Franchisee must offer <u>all RoboThink's exclusive robotics kit and our STEAM curriculum</u> that is NGSS (Next Generation Science Standards) aligned. All franchisees must follow the RoboThink curriculum geared toward the child's level of learning. In order to improve our curriculum, we may allow designated franchisees the ability to test market new products and services not authorized for general use.

You must also execute a contract with each customer, client and Third-Party Location before the customer, client and Third Party-Location participates in the Program. You must use the forms of client and participant contracts and other materials that we prescribe in the Franchise Operations Manual.

We do not impose any restrictions or conditions that limit your access to customers in your Territory.

We do not place restrictions on you with respect to whom may be a customer of your franchised business. You must not use, in advertising or any other form of promotion, any of our copyrighted materials, trademarks, or commercial symbols without the appropriate notices which we or the law may require, including © or other copyright registration notice.

You must notify us immediately when you learn about any infringement of or challenge to your use of our copyrighted materials. We will take whatever action we think appropriate. We are not required to defend you against a claim against your use of our copyrighted materials or for your liability or expenses arising from your use of our copyrighted materials.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists 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) Term of the franchise	1.D	10 years from the effective date of the Franchise Agreement
(b) Renewal or extension of the term	15	If you are in full compliance, you may acquire 1 successor franchise terms of 10 years upon payment of a $5,000 renewal fee. Each renewal will be on our then current form of Franchise Agreement (which may be materially different).
(c) Requirements for you to renew or extend	15	Give us timely notice; maintain possession of Learning Center premises or find acceptable substitute premises; remodel Learning Center according to our then current standards (regardless of cost); and sign new franchise agreement, a release (if law allows), and other documents

Provision	Section in Franchise Agreement	Summary
		we use to grant franchises. The franchisee may be asked to sign an agreement with materially different terms and conditions from the original franchise agreement.
(d) Termination by you	None	You have no right to terminate your franchise.
(e) Termination by us without cause	None	
(f) Termination by us with cause	16.B.	We may terminate your franchise only if you or your owners commit one of several violations
(g) "Cause" defined — defaults which can be cured	16.B.	You have 72 hours to cure health, safety, or sanitation law violations; 10 days to cure monetary defaults and failure to maintain required insurance; 30 days to cure operational defaults and other defaults not listed in (h) below; and 90 days to relocate to a new site if you lose possession of the premises
(h) "Cause" defined — defaults which cannot be cured	16.B.	Non-curable defaults include: misrepresentation in acquiring the franchise; failure to secure Learning Center's site within four months after Franchise Agreement's effective date; failure to open Business by the earlier of: (a) six months after Franchise Agreement's effective date or (b) three months after we approve the site for the Learning Center; failure to complete training; abandonment; unapproved transfers; conviction of a felony; dishonest or unethical conduct; unauthorized use or disclosure of the Franchise Operations Manual or other confidential information; failure to pay taxes; understating Gross Sales; repeated defaults (even if cured); an assignment for the benefit of creditors; appointment of a trustee or receiver; and violation of any anti-terrorism law.
(i) Your obligations on termination/nonrenewal	16	Obligations include paying outstanding amounts; complete deidentification; assigning telephone and other numbers; and returning confidential information and proprietary material which includes remaining inventory (also see (o) and (r) below)
(j) Assignment of contract by us	14.A.	No restriction on our right to assign; we may assign without your approval

Provision	Section in Franchise Agreement	Summary
(k) "Transfer" by you — definition	14.B.	Includes transfer of Franchise Agreement, the Business (or its profits, losses or capital appreciation) sale of Business's assets, and ownership change in you or your owners
(l) Our approval of transfer by you	14.C.	No transfer without our prior written consent.
(m) Conditions for our approval of transfer	14.C.	New franchise owner qualifies; you pay us, our affiliates, and third party vendors all amounts due and submit all required reports; no default during 60-day period before transfer request or during period between request and transfer's proposed effective date; new franchise owner (and its owners and affiliates) are not in a competitive business; training completed; lease transferred; you or transferee signs our then current franchise agreement and other documents; transfer fee paid; you sign release (if law allows); we approve material terms; you subordinate amounts due to you; you deidentify; you correct existing Business deficiencies of which we notify you on punch list; and transferee agrees to upgrade and remodel Learning Center within specified timeframe after transfer [also see (r) below].
(n) Our right of first refusal to acquire your business	14.G.	We may match any offer for your Business or an ownership interest in you
(o) Our option to purchase your business assets	17.D.	We may buy the furniture, fixtures and/or computers of your Business at the then current book value after the Franchise Agreement is terminated or expires (without renewal)
(p) Your death or disability	14.E.	Assignment of franchise or an ownership interest in you to approved party within 9 months; we may manage Learning Center if there is no qualified manager
(q) Non-competition covenants during the term of the franchise	10.A.	No diverting business; no ownership interest in, or performing services for, competitive business anywhere ("competitive business" means any business or other organization that provides tutoring, teaching or other supplemental education services or any business granting franchises or licenses to others to operate such a business); no interference with our or franchise owner's employees
(r) Non-competition covenants after the franchise is terminated or expires	10.A.	No direct or indirect ownership interest in, or performing services for, competing business for 2 years at Learning Center's premises, within 25 miles of premises or within 25 miles of any other RoboThink Businesses existing or under

Provision	Section in Franchise Agreement	Summary
		construction as of date Franchise Agreement expires or is terminated (same restrictions apply after transfer)
(s) Modification of the agreement	1.I. & 8.H.	No modifications generally, but we may change Franchise Operations Manual and System Standards
(t) Integration/merger clause	19.K.	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
(u) Dispute resolution by arbitration or mediation	19.E.	Except for certain claims, we and you must arbitrate all disputes in New Castle, Delaware.
(v) Choice of forum	19.G.	Subject to arbitration requirement, litigation generally must be in courts in the district where our headquarters is located (subject to state law).
(w) Choice of law	19.F.	Except for Federal Arbitration Act and other federal law, Delaware law governs (subject to state law).
(x) Conversion	15	Occurs when an existing franchise owner "converts" from a previous Franchise Agreement to the current Franchise Agreement. In order to be granted the new Franchise Agreement, the owner must cease all fractional activity, pay all pending royalties, agree to operate an RoboThink Business only, follow the business practices as prescribed by RoboThink Franchising Corp., agree to "build-out" their current location to reflect a unified company brand image and meet all other requirements as specified within the Franchise Agreement.

In addition to the provisions noted in the chart above, the Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of a right to a jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. (Franchise Agreement –§18 and §19.) We recommend that you carefully review all these provisions, and each of the contracts attached to this disclosure document in their entirety, with a lawyer. Applicable state law might require additional disclosures related to the information contained in this Item 17.

THE FRANCHISE RELATIONSHIP

AREA DEVELOPMENT AGREEMENT

Provision	Section in Area Development Agreement	Summary
a. Length of the Area Development Agreement	4	Term is equal to the development schedule.
b. Renewal or extension of the term	4	One renewal for the same term provided you are not in default under the Area Development Agreement or any franchise agreement.
c. Requirements for franchisee (Area Developer) to renew or extend	4	Sign new agreement and pay an administrative fee of $2,000 or then-current administrative fee. There is no additional area development fee. The new agreement may have materially different terms from you prior agreement.
d. Termination by franchisee (area developer)	None	
e. Termination by franchisor without cause	None	
f. Termination by franchisor with cause	13	We can terminate only if you default.
g. "Cause" defined – curable defaults	13	You have 30 days to cure a breach of any provision of the agreement not specified in §13.
h. "Cause" defined – non-curable defaults	13	Non-curable defaults: bankruptcy, failure to satisfy development schedule or pay specified liquidated damages, unauthorized transfer or change in ownership, unauthorized use of AEA trademarks or trade secrets, misrepresentation in application, loss of licenses, conviction of felony, repeated defaults even if cured, termination of franchise agreement because of a default, and other defaults listed in §13.
i. Franchisee's (area developer's) obligations on termination/nonrenewal	13	See §r below).
j. Assignment of contract by franchisor	10.1	No restriction on our right to assign.
k. "Transfer" by franchisee (area developer) defined	10.2	Includes transfer of contract or assets, ownership change, and encumbrance. Franchisor is paid $8,000 transfer fee and training fee of $2,000.
l. Franchisor's approval of transfer by franchisee	10.2	We have the right to approve all transfers.

Provision	Section in Area Development Agreement	Summary
m. Conditions for franchisor approval of transfer	10.2.1	Buyer approved, you are not in default, release signed by you. Buyer completes training. Buyer signs current Area Development Agreement and transfer fee paid by seller. Buyer pays $35,000 franchise fee per franchised academy for units to be operated. Agreement may not be assigned before 1/3 of the academies to be developer are open or under construction (also see §r below).
n. Franchisor's right of first refusal to acquire franchisee's (Area Developer's) business	11	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's (area developer's) business	None	
p. Death or disability of franchisee (area developer)	10.5	Rights under the Area Development Agreement must be assigned to an approved person/company within 12 months.
q. Non-competition covenants during the term of the franchise	12.1	No involvement in competing business.
r. Non-competition covenants after the franchise is terminated or expires	12.2	No involvement in a competing business for 5 years within 30 miles of any company-owned or franchised academy.
s. Modification of the agreement	16	Modification only by written agreement.
t. Integration/merger clause	16	Only the terms of the Area Development Agreement are binding; any other promises may not be enforceable. Nothing in the Area Development Agreement or in any related agreement, however, is intended to disclaim the representations in this franchise disclosure document that we furnished to you.
u. Dispute resolution by arbitration or mediation	15	All disputes must be arbitrated in New Castle, Delaware. The parties waive any right or claim for punitive or exemplary damages against the other. Each party limited to the recovery of actual damages sustained by it. The arbitration will occur with each respective party paying their own costs.
v. Choice of forum	16.4	Except for Federal Arbitration Act and other federal law, Delaware law governs (subject to state law).
w. Choice of law	16.4	Subject to state law and except for claims arising under a franchise law of the state where the Franchised Academy is located, all litigation must be in Delaware.

In addition to the provisions noted in the chart above, the Area Development Agreement contains a number of provisions that may affect your legal rights, including a waiver of a right to a jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. (Area Development Agreement,§19.)

We recommend that you carefully review all these provisions, and each of the contracts attached to this disclosure document in their entirety, with a lawyer. Applicable state law might require additional disclosures related to the information contained in this Item 17.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned learning centers, 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 in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised learning centers. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Vice President of Franchise Operations, Danny Park at, 651 Broad Street, Suite 206, Middletown, Delaware 19709, Telephone 800-733-2863 or the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANDCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For years 2019, 2020, 2021

Business Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	5	11	6
	2020	11	12	1
	2021	12	11	1

Business Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Company Owned	2019	2	2	0
	2020	2	2	0
	2021	2	2	0
Total Outlets	2019	7	13	6
	2020	13	14	1
	2021	14	13	--1

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years , 2019, 2020, 2021

State	Year	Number of Transfers
None	2019	0
	2020	0
	2021	1
Total	2019	0
	20120	0
	2021	1

Table No. 3
Status of Franchised Outlets
For years 2019, 2020, 2021

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-renewals	Reacquired by Franchisor	Ceased Operations (Other Reasons)	(Outlets at End of the Year)
California	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-renewals	Reacquired by Franchisor	Ceased Operations (Other Reasons)	(Outlets at End of the Year)
Connecticut	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	1	0
Colorado	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Florida	2019	0	1	0	0	0	0	1
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	1	1
Georgia	2019	0	1	0	0	0	0	1
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Nevada	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	1	0
New Jersey	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	1	0	0	0	2	1
New York	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Tennessee	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Ohio	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	0	0	0	0	1	1
Virginia	2019	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-renewals	Reacquired by Franchisor	Ceased Operations (Other Reasons)	(Outlets at End of the Year)
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Totals	2019	5	6	0	0	0	0	11
	2020	11	1	0	0	0	0	12
	2021	12	5	0	0	0	6	11

Table No. 4
Status of Company-Owned Outlets
For years 2019, 2020, 2021

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-renewals	Reacquired by Franchisor	Ceased Operations –Other Reasons	Outlets at End of the Year
Illinois	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Total	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2

Table No. 5
Projected Openings as of December 31, 2022

States	Franchise Agreements Signed but Learning Centers Not Opened	Projected new Franchised Learning Centers in Next Fiscal Year	Projected New Company-Owned Learning Centers in the Next Fiscal Year
California	0	1	0
Colorado	0	1	0
Florida	0	1	0
Georgia	0	1	0

States	Franchise Agreements Signed but Learning Centers Not Opened	Projected new Franchised Learning Centers in Next Fiscal Year	Projected New Company-Owned Learning Centers in the Next Fiscal Year
Illinois	0	1	0
Michigan	0	1	0
New Jersey	0	1	0
New York	0	1	0
South Dakota	0	1	0
Virginia	0	1	0
Washington	0	1	0
Total	**0**	**11**	**0**

A list of the names of all franchisees and the addresses and telephone numbers of the franchisees is provided in Exhibit I.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed on FDD Exhibit J to this disclosure document when applicable. **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, we have not any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the RoboThink Businesses.

There are no trademark-specific organizations formed by our franchisees that are associated with the RoboThink Businesses.

ITEM 21

FINANCIAL STATEMENTS

Exhibit M contains the Audited Financial Statements as of December 31, 2019; December 31, 2020; and December 31, 2021 attached to this FDD. Our fiscal year end is December 31st.

ITEM 22

CONTRACTS

The following agreements are exhibits to the FDD:

Exhibit C — Franchise Agreement
Exhibit D — Area Development Agreement
Exhibit E — General Release
Exhibit F — Assignment of Lease & Consent
Exhibit G — Non-Competition and Confidentiality Agreement
Exhibit H — Franchise Disclosure Questionnaire

ITEM 23

RECEIPTS

FDD Exhibit O, Receipt, of this Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Disclosure Document with an issuance date of, March 31, 2022, by you. Please note that the issuance date is not the effective date for any registration state. Please refer to the State Effective Dates on the preceding page.

You should sign both copies of the Receipt. You should retain one signed copy for your records and return the other signed copy to: ROBOTHINK FRANCHISING CORPORATION, 651 Broad Street, Suite 206, Middletown, Delaware 19709. You may scan the signed receipt and e-mail to info@myrobothink.com and then send the original via mail.

EXHIBIT A

LIST OF STATE AUTHORITIES

California Department of Financial Protection and Innovation 2102 Avenue Blvd. Sacramento, CA 95834 (866) 275-2677 www.dfpi.ca.gov	**Indiana** Franchise Division Office of Secretary of State 302 West Washington Street Room E111 Indianapolis, IN 46204 (317) 232-6681
Connecticut Securities & Business Investments Division Department of Banking 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Iowa **Securities** Bureau, Regulated Industries Unit 340 East Maple Des Moines, IA 50319-0066 (515) 281-5926
Florida Dept. of Agriculture and Consumer Services Division of Consumer Services Plaza Level 10, The Capitol 400 s. Monroe St/ Tallahassee, FL 32399-0800 (904) 922-2770	**Kentucky** Office of the Attorney General Consumer Protection Division 1024 Capital City Center Drive, Suite 200 Frankfort, KY 40602-2000 (502) 696-5389
Georgia Office of Consumer Affairs 2 Martin Luther King Jr. Dr., Suite 356 Atlanta, GA 30334 (404) 651-8600	**Maryland** Franchise Office Division of Securities 200 St. Paul Place 20th Floor Baltimore, MD 21202-2020 (410) 576-6360
Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Rm. 205 Honolulu, HI 96813 (808) 586-2722	**Michigan** Office of Attorney General Consumer Protection Division Antitrust and Franchise Unit P.O. Box 30213 Lansing, MI 48909 (517) 335-7632
Illinois Office of Attorney General, Franchise Division 500 South Second Street Springfield, IL 217-782-4465	**Minnesota** Department of Commerce Franchise Division 85 7th Place East. Suite 500 St. Paul, MN 55101 (651) 539-1600.
Nebraska Dept. of Banking & Finance 1526 K St. #300 P.O. Box 95006 Lincoln, NE 685089 (402) 471-3445	**South Carolina** Secretary of State 1205 Pendleton Street 525 Edger Brown Building Columbia, SC 29201 (803) 734-4200
New York NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8285	**South Dakota** Division of Insurance 124 South Euclid, Suite 104 Pierre, SD 57501-3185 (605) 773-5363

North Carolina Department of the Secretary of State Securities Division 2 S. Salisbury Street Raleigh, NC 27601 (919) 814-5400	**Texas** Secretary of State Statutory Document Section 1019 Brazos Austin, TX 78701 (513) 475-0775
North Dakota Franchise Division Office of Securities Commission 600 East Boulevard Avenue – 5th Floor Bismarck, ND 58505-0510 (701) 328-2910	**Utah** Department of Commerce Division of Consumer Protection 160 East 300 South, 2nd Floor P.O. Box 146704 Salt Lake City, UT 84114-6704 (801) 530-6601
Ohio Ohio Division of Securities 77 South High Street Columbus, OH 43266-0544 (614) 644-7381	**Virginia** Franchise Office State Corporation Commission 1300 East Main Street, Ninth Floor Richmond, VA 23219 (804) 371- 9051
Oklahoma Oklahoma Department of Securities 204 North Robinson Avenue, Suite 400 Oklahoma City, OK 73102-7001 (405) 280-7700	**Washington** Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760
Oregon Department of Insurance & Finance Corporate Securities Section 350 Winter St N.E., Room 410 P. O Box 14480 Salem, OR 97310 (503) 378-4140	**Wisconsin** Franchise Office Wisconsin Securities Commission 201 West Washington Avenue Madison, WI 53703 (608) 266-2139
Rhode Island Department of Business Regulation Division of Securities 1511 Pontiac Avenue John O. Pastore Center, Building 69-1 Cranston, RI 02920 (401) 462-9500	**District of Columbia** Department of Consumer & Regulatory Affairs 1100 4th Street SW Washington, D.C. 20024 (202) 442-4400

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

California California Commissioner Department of Financial Protection and Innovation 2102 Avenue Blvd. Sacramento, CA 95834 (866) 275-2677 www.dfpi.ca.gov	Minnesota Minnesota Commissioner of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (612) 296-4026 New York New York Department of State 99 Washington Avenue Albany, NY 12231 (518) 474-8583
Florida Dept. of Agriculture and Consumer Services Division of Consumer Services Plaza Level 10, The Capitol 400 S. Monroe St. Tallahassee, FL 32399-0800 1-800-435-7352	North Dakota Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, ND 58505-0510 (701) 328-2910
Hawaii Commissioner of Securities State of Hawaii 335 Merchant Street, Room 205 Honolulu, HI 96810 (808) 586-2722	Rhode Island Director of Business Regulation 1511 Pontiac Avenue John O. Pastore Center Building 69-1 Cranston, RI 02920 (401) 462-9500
Illinois Danny Park, RoboThink Franchising Corporation, 651 Broad Street, Suite 206 Middleton, Delaware 19709 1-800-733-2863	South Dakota Division of Securities Dept. of Labor & Regulation 124 South Euclid , Suite 104 Pierre, SD 57501-3185 (605) 773-5369
Indiana Administrative Office of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681	Virginia Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
Maryland Maryland Securities Commissioner 200 St. Paul Place, 20th Floor Baltimore, MD 21202-2020 (410) 576-7042	Washington Director of the Dept. of Licenses 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760
Michigan Office of Attorney General Consumer Protection Unit, Antitrust and Franchise Unit P.O. Box 30212 Lansing, Michigan 612 539-1600	Wisconsin Wisconsin Commissioner of Securities 201 West Washington Avenue Madison, WI 53703 (608) 266-2139

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

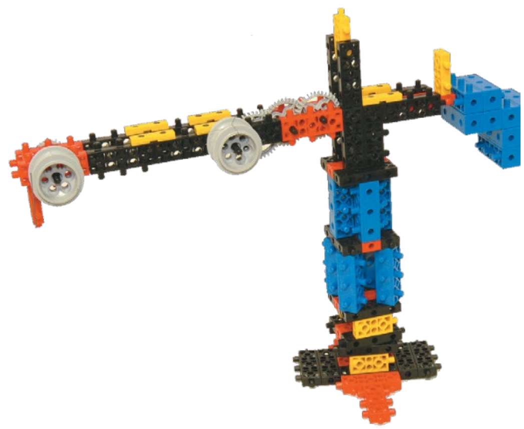

EXHIBIT C

FRANCHISE AGREEMENT BETWEEN

ROBOTHINK FRANCHISING CORP.

FRANCHISOR

AND

______________________________, FRANCHISEE

DATE_________________

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EXHIBITS

ROBOTHINK FRANCHISING CORP.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into by and between **ROBOTHINK FRANCHISING CORPORATION,** ("Franchisor, we," "us," or "our") with its principal place of business at 651 Broad Street, Suite 206, Middletown, Delaware 19709 and____
(""Franchisee, "you" or "your") whose principal business address is
____
___ as of the _______ day of ___________ 20____(the "Effective Date").

1. PREAMBLES, ACKNOWLEDGMENTS, AND GRANT OF FRANCHISE

1.A. PREAMBLES

(1) We have, over a considerable time period and with considerable effort, developed (and continue to develop and modify) a unique and distinctive system and franchise opportunity for the operation of an education enrichment business (each is an "RoboThink Business" or "Business") offering educational activities and other curricula specified by us for teaching primary and secondary students using our proprietary educational programs, materials and teaching methods (the "Programs"). The Programs use a series of robotics kits, lesson plans, engineering kits, workbooks, diagnostic tests, achievement tests and other devices (collectively, the "Teaching Products") to assist students' educational advancement. The Businesses operate under the "RoboThink" name and other trademarks and have distinctive business formats, methods, procedures, designs, layouts, standards, and specifications, all of which we may improve, further develop, or otherwise modify from time to time.

(2) We use, promote, and license certain trademarks, service marks, and other commercial symbols in operating and franchising RoboThink Businesses, which have gained and will continue to gain public acceptance and goodwill, and may create, use, and license other trademarks, service marks, and commercial symbols for RoboThink Businesses (collectively, the "Marks").

(3) We grant to persons who meet our qualifications, and are willing to undertake the investment and effort, a franchise to own and operate a RoboThink Business offering the Programs and Teaching Products. The Programs and

Teaching Products and services we authorize use our business formats, methods, procedures, signs, designs, layouts, standards, specifications, and Marks (hereinafter the "System"). We grant you, a non-exclusive license, strictly upon the terms and conditions contained in this Agreement. You accept the obligation to operate a single facility (the “Franchised Business”) only at the Approved Location (as defined in the Exhibit FA-III) and to use the Proprietary Marks and the System solely in the operation of the facility. You will not engage in any other business at the approved Location. You acknowledge and agree that you are obligated to operate the Franchised Business for the duration of the Term.

(4) RoboThink Businesses include a Home/Office Based Business format and a Learning Center Based Business format. In a Home/Office Based Business format, a franchisee will provide Programs to customers and clients at one or more sites that the franchisee locates and secures (“Third-Party Location”). Each Third-Party Location must meet our described standards and specifications. Third-Party Locations may include third-party facilities, such as schools, park districts, community centers and recreation centers where the franchisee rents a portion of the facility. The franchisee may also offer Programs as an independent service provider to public and private schools, children day-care centers and libraries on a scheduled basis. In a Learning Center Based Business Format, a franchisee will establish a learning center that will serve as a permanent base of operations for the Franchise Business and offer Programs at your RoboThink Business. Unless otherwise indicated in this Franchise Agreement, the terms “RoboThink Business”, “Business” and “Franchise Business” will refer to operations under both the Home/Office Based Business and Learning Center Based Business formats and “Accepted Location” will refer to Third Party Locations and RoboThink Learning Centers.

(5) As a franchisee of a RoboThink Business, you will comply with this Agreement and all System Standards (defined below) in order to maintain the high and consistent quality that is critical to attracting and keeping students for a RoboThink Business.

(6) You have applied for a franchise to own and operate a RoboThink Business.

1.B. <u>ACKNOWLEDGMENTS</u>

You acknowledge:

(1) That you have independently investigated the RoboThink Business franchise opportunity and recognize that, like any other business, the nature of the business a RoboThink Business conducts may, and probably will, evolve and change over time.

(2) That an investment in a RoboThink Business involves business risks that could result in the loss of a significant portion or all your investment.

(3) That your business abilities and efforts are vital to your success.

(4) That attracting students and finding Third-Party Locations for your RoboThink Business will require you to make consistent marketing efforts in your community through various methods, including media advertising, online advertising, direct mail advertising, and display and use of promotional materials.

(5) That retaining students for your RoboThink Business will require you to maintain a high level of student service and quality and to adhere strictly to the System and our System Standards and that you are committed to maintaining System Standards.

(6) That you have not received from us, and are not relying upon, any representations or guarantees, express or implied, as to the potential volume, sales, income, or profits of a RoboThink Business.

(7) That you have represented to us, to induce our entry into this Agreement, that all statements you have made and all materials you have given us are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise.

(8) That you have read this Agreement and our Franchise Offering Circular and understand and accept that this Agreement's terms and covenants are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards at each RoboThink Business, and to protect and preserve the goodwill of the Marks.

(9) That we will restrict your sources of Teaching Products and have the right to restrict your sources of other goods and services as well, as provided in various sections of this Agreement.

(10) That we have not made any representation, warranty, or other claim regarding this RoboThink Business franchise opportunity, other than those made in this Agreement and our Franchise Offering Circular,.

(11) That you have independently evaluated this opportunity, including using your business professionals and advisors and have relied solely upon those evaluations in deciding to enter into this Agreement.

(12) That you have been afforded an opportunity to ask any questions you have and to review any materials of interest to you concerning the RoboThink Business franchise opportunity.

(13) That you have been afforded an opportunity, and have been encouraged by us, to have this Agreement and all other agreements and materials we have given or made available to you reviewed by an attorney and have either done so or waived your right to do so.

1.C. CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP

If you are at any time a corporation, limited liability company, or general or limited partnership (collectively, an “Entity”), you agree and represent that:

(1) You will have the authority to execute, deliver and perform your obligations under this Agreement and all related agreements. You have duly organized or formed a company and that it is in good standing under the laws of the state of your incorporation or formation;

(2) Your organizational documents, operating agreement, or partnership agreement, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Agreement's restrictions;

(3) Exhibit FA-1 to this Agreement completely and accurately describes all your owners and their interests in you as of the Effective Date;

(4) Each of your owners during this Agreement's term will execute a guaranty in the form we prescribe undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. Subject to our rights and your obligations under Section 14, you and your owners agree to sign and deliver to us revised Exhibits FA-1 to reflect any permitted changes in the information that Exhibit FA-1 now contains;

(5) You will appoint a shareholder, member, or partner, as applicable, to be your "Managing Owner," responsible for overseeing and supervising the operation of your RoboThink Business. The Managing Owner as of the Effective Date is identified in Exhibit FA-I. You may not change the Managing Owner without our prior written consent; and

(6) Your RoboThink Business and your other RoboThink Businesses, if applicable, will be the only businesses you operate (although your owners may have other, non-competitive business interests).

1.D. GRANT OF FRANCHISE & TERM

You have applied for a franchise to own and operate a RoboThink Business in the Territory that is identified in Exhibit FA-III (the "Territory"). Subject to this Agreement's terms, we grant you a non-exclusive license, strictly upon the terms and conditions contained in this Agreement. You accept the obligation to operate a single RoboThink Business only at the Approved Location (as defined in the Exhibit FA-III (the Territory) and to use the Proprietary Marks and the System solely in the operation of the Franchise Business. You will not engage in any other business at the approved Location. You acknowledge and agree that you are obligated to operate the Franchised Business for the duration of the Term.

The term of this Agreement is for a period of ten (10) years beginning on the date the Franchise Agreement is signed by both parties (the "Effective Date") unless sooner terminated as provided in this Agreement (Section 16).

. You have one option to renew the license granted under this Agreement for an additional term of ten years, subject to the satisfaction of the provisions listed in Article 15 of this Agreement.

If you are authorized to operate a Learning Center Based Business, you must identify the location (the "Premises) according to Section 2.A and Exhibit FA-III and identify the Premises in Exhibit FA-III of this Franchise Agreement. If you are authorized to operate a Home-Based Business, you are authorized to operate and provide Programs at Third-Party Locations determined in accordance with Section 2.A of this Agreement. You agree at all times to perform your obligations faithfully, honestly, and diligently under this Agreement and to use your best efforts to promote the RoboThink Business.

1.E. EXCLUSIVE TERRITORIAL RIGHTS

Before this Agreement is executed, we will describe the Territory in Exhibit FA-II. The size of the Territory will be determined in our sole discretion. Provided that you are in full compliance with this Agreement, we and our affiliates will not operate or grant a franchise for the operation of another RoboThink Business at a location within the Territory during the term of this Agreement. Territories will vary in size and dimension based on local factors such as the demographics of the Territory, the number of public and private elementary and middle schools (at least 15 schools in the aggregate), the number of preschools and a population of at least 50,000 people. Your Territory is further defined in Exhibit FA-II of this Agreement. You agree that you will not solicit or advertise for prospective students in the exclusive territory of another RoboThink franchisee. You will not provide Programs to students and Third-Party Locations who are located in the exclusive territory of another RoboThink franchisee unless they were already students of your RoboThink Business before the exclusive territory of the other franchisee was established.

1.F. RESTRICTIONS ON SOLICITATIONS

Your protected territory does not confer marketing or customer exclusivity. Other RoboThink Businesses may promote services to customers who live or work in your protected territory. There are no restrictions on soliciting or accepting customers outside of any specific territory. You must, however, obtain our prior written approval of all proposed advertisement and solicitations before use or implementation. You are not permitted to use other channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing, without our prior written approval, which may be granted or withheld in our sole and absolute discretion. We have the right to condition our approval on the terms that we determine necessary, such as requiring that your domain name and home page belong to use and be licensed to you for your use during the term of your agreement.

1.G. <u>RIGHTS WE RESERVE</u>

Except for rights expressly granted you under the Franchise Agreement, we retain all rights with respect to the Marks, the System and the RoboThink Business anywhere in the world.

Without limitation, we and/or our affiliates have:

(1) the right to establish and operate, and to grant to others the right to establish and operate similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations inside or outside your territory under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate;

(2) the right to provide, offer and sell and to grant others the right to provide, offer and sell goods and services that are identical or similar to and/or competitive with those provided at RoboThink Businesses, whether identified by the Marks or other trademarks or service marks, through dissimilar distribution channels both inside and outside your territory, including the Internet, and on any terms and conditions we deem appropriate;

(3) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside your territory under the Marks and on any terms and conditions we deem appropriate;

(4) the right to operate, and to grant others the right to operate RoboThink Businesses located anywhere outside your territory under any terms and conditions we deem appropriate regardless of proximity to your RoboThink Business;

(5) the right to establish and license others to establish RoboThink Businesses at any National Accounts (defined in Section 1.H below) within and outside your territory on any terms and conditions we deem appropriate;

(6) the right to provide and conduct Special Event Services to customers located within the Territory, including customers who attend Programs of your

Franchised Business, if you do not offer or otherwise exercise your right to provide Special Event Services;

(7) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at RoboThink Businesses, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in your territory); and

(8) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided at RoboThink Business, or by another business, even if such business operates, franchises and/or licenses competitive businesses in your territory.

1.H. <u>NATIONAL ACCOUNTS</u>

We or our designee may solicit and enter into contracts with customers who wish to receive services from multiple RoboThink Businesses (a "National Account"). We will, from time to time, set forth in the Operations Manuals or other communications, guidelines policies and procedures regarding the National Account program (the "NA Policies"). If you comply with this Agreement, we will offer you the option to provide services to National Account customers for services to be delivered in your Territory. If you elect to provide such services to a National Account customer, you must do so on the terms and conditions that we prescribe for that National Account customer from time to time. If you elect not to provide such services to a National Account customer, we will have the right to provide such services or appoint a representative or another franchisee to render such services to the National Account customer in your Territory. Further, if at any time we determine that you are not abiding by the terms and conditions we prescribe for a particular National Account customer or the NA Policies, we may, in our discretion, terminate your right to service National Account. If we terminate your right to service National Accounts, we will have the right to provide services to, or appoint a representative or another franchisee to provide services to, any National Accounts in your Territory. You may terminate your participation in the National Account program at any time by giving us at least 30 days' prior written notice. If you terminate your participation in the National Account program, or if you fail to satisfy the conditions and obligations of any National Account agreement, we have the right to service or authorize others to service National Account customers within your Territory without any compensation to you. This right is an exception to your territorial protection described above. We have no obligation to readmit you into the National Account program or to transfer any National Account customer to you if you are subsequently willing and able to provide service within your Territory.

1.I. MODIFICATION OF FRANCHISE SYSTEM

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we consider to be best, to vary System Standards (defined in Section 4.D below) for any franchisee based upon the peculiarities of any condition that we consider 999grant you a similar variation or accommodation.

2. SITE SELECTION, DEVELOPMENT AND OPENING OF BUSINESS

Section 2.A and 2.C below applies if (a) you are operating a Home-Based Business, and (b) in connection with any Third-Party Locations that you may operate at in addition to a RoboThink Learning Center Location if you are a Learning Center Based Business. Section 2.B, 2.D and the RoboThink Learning Center Site Selection Addendum (Exhibit FA-II) applies to you if you operate a Learning Center Based Business. The remainder of this Section 2 applies to your Business and all Accepted Locations.

2.A. SITE SELECTION FOR THIRD-PARTY LOCATIONS

You will be responsible, at your expense, for finding and then securing (by lease or other arrangement) suitable sites to serve as your Third-Party Sites. We will furnish you with our Third-Party Location guidelines, including our minimum standards for Third-Party Locations. You will be responsible for ensuring that each location you will use as a Third-Party Location meets our minimum standards. Upon our request, you must submit to us documentation that we reasonably request regarding any Third-Party Location you are using or intend to use to offer the Programs. If we find the Third-Party Location you are using or intend to use does not meet our minimum standards, you must discontinue using such location as a Third-Party Location within (20) days of our written notice of disapproval.

2.B. SITE SELECTION FOR LEARNING CENTER LOCATIONS

If you operate a Learning Center Based Business, you will be responsible, at your expense, for finding and then securing a suitable Premises at which to operate your RoboThink Learning Center. Unless you already possess a location that we have approved, you must sign a RoboThink Learning Center Location Addendum (Exhibit FA-III) at the time you sign this Franchise Agreement.

2.C. THIRD-PARTY LOCATION DEVELOPMENT AND PREPARATION

We will provide you with general plans and layout to use in Third-Party Locations. To the extent necessary and permissible, you must prepare each Third-Party Location for operation as a RoboThink Business at your own expense. You must also purchase or lease all required fixtures, furniture, equipment (including a required or recommended computer, facsimile, and point-of-sale information system), furnishings and signs (collectively, "Operating Assets") for the RoboThink Learning Business.

2.D. LEARNING CENTER DEVELOPMENT AND PREPARATION

You are responsible for developing the RoboThink Learning Center. We will give you mandatory and suggested specifications and layouts for a RoboThink Learning Center, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings, and color scheme. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act (the "ADA") or similar rules governing public accommodations for persons with disabilities. It is your responsibility to prepare a site survey and all required construction plans and specifications to suit the Premises and to make sure that these plans and specifications comply with the ADA and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and Lease requirements and restrictions.

You agree to send us construction plans and specifications for review before you begin constructing the RoboThink Learning Center and all revised or "as built" plans and specifications during construction. We will require you to use an architect and/or general contractor that we approve to design and construct the RoboThink Learning Center. Because our review is limited to ensuring your compliance with our design requirements, it might not assess compliance with federal, state, or local laws and regulations, including the ADA, as compliance with these laws is your responsibility. We may inspect the Premises while you are developing the RoboThink Learning Center.

You agree to do the following, at your own expense, to develop the RoboThink Learning Center at the Premises:

(1) secure all financing required to develop and operate the RoboThink Learning Center;

(2) obtain all required building, utility, sign, health, sanitation, business, and other permits and licenses;

(3) construct all required improvements to the Premises and decorate the RoboThink Learning Center according to approved plans and specifications;

(4) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating, and installation services;

(5) purchase or lease, and install, all required fixtures, furniture, equipment (including a required or recommended computer, facsimile, and point-of-sale

information system), furnishings, and signs (collectively, "Operating Assets") for the RoboThink Learning Center;

(6) purchase an opening inventory of authorized and approved Instructional Materials, other products, materials, and supplies to operate the RoboThink Learning Center; and

(7) place or display at the Premises (interior and exterior) only the signs, emblems, lettering, logos, and display materials that we approve from time to time.

2.E. OPERATING ASSETS

You agree to use only those Operating Assets that we approve for RoboThink Businesses and that meet our specifications and standards for quality, design, appearance, function, and performance. You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us or our affiliates).

2.F. BUSINESS OPENING

You agree not to open the RoboThink Business until:

(1) we notify you in writing that the RoboThink Business meets our standards and specifications (although our acceptance is not a representation or warranty, express or implied, that the RoboThink Business complies with any engineering, licensing, environmental, labor, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, rules, regulations, requirements, or recommendations nor a waiver of our right to require continuing compliance with our requirements, standards, or policies);

(2) you (or your Managing Owner) and your other employees satisfactorily complete training;

(3) you pay the initial franchise fee and other amounts then due to us; and

(4) you give us certificates for all required insurance policies.

Subject to your compliance with these conditions, you agree to open your RoboThink Business for business by the earlier of: (a) six months after the Effective Date; or (b) three months after we have approved the site for the Premises.

3. FEES

3.A. INITIAL FRANCHISE FEE

You agree to pay us a nonrecurring and, except as specifically provided in this Agreement, nonrefundable initial franchise fee of Thirty-five Thousand ($35,000). If you are in good standing with us and you are purchasing a second or additional franchise, you agree to pay us an initial franchise fee of $25,000 (for each additional unit. This fee is due, and fully earned by us, when you sign the Franchise Agreement.

3.B. ROYALTY FEE

You agree to pay us, in the manner provided below (or as the Franchise Operations Manual otherwise prescribes), a monthly continuing royalty fee (the "Royalty") equal to the greater of (a) 7% of total Gross Sales (defined below); or (b) the monthly “Minimum Royalty” of Two Hundred Dollars ($200). The Minimum Royalty requirement will not apply during the first 6 months following the Franchise Agreement Date. On or before the third day of each month, you agree to send us on a form we approve (or as we otherwise direct) a signed statement of the RoboThink Business’s Gross Sales for the month ending on the immediately preceding Sunday. Each monthly statement of Gross Sales must be accompanied by the Royalty due for that month.

3.C. DEFINITION OF “GROSS SALES”

As used in this Agreement, the term "Gross Sales" means all revenue that you derive from operating the RoboThink Business, including, but not limited to, all amounts that you receive at or away from the business, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions, but (1) excluding all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority and (2) reduced by the amount of any documented refunds, credits, allowances, and charge-backs the RoboThink Business in good faith gives to customers.

3.D. LATE FEES AND INTEREST

All amounts which you owe us for any reason will bear interest accruing as of their original due date at one and one-half percent (1.5%) per month or the highest commercial contract interest rate the law allows, whichever is less. We may debit your bank account automatically for late fees and interest. You acknowledge that this Subsection is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the RoboThink Business.

3.E. APPLICATION OF PAYMENTS

Despite any designation you make, the following applies:

(1) No Offset or Withholding. You will not offset or withhold payments owed to us for amounts purportedly due to you from us or our affiliates because of any

dispute of any nature or otherwise. You will pay the amounts owed to us and seek reimbursement after payment.

(2) Allocation. We have the right to apply any of your payments to any of your past due indebtedness to us or our affiliates, despite any other allocation by Franchisee.

3.F. METHOD OF PAYMENT

Before the RoboThink Business opens, you agree to sign and deliver to us the documents we require to authorize us to debit your business checking account automatically for the Royalty, Fund contributions (defined below), and other amounts due under this Agreement and for your purchases from us and/or our affiliates (the "Electronic Depository Transfer Account" or "EDTA"). We will debit the EDTA for these amounts on their due dates. You agree to ensure that funds are available in the EDTA to cover our withdrawals. If there are insufficient funds in the EDTA to cover any such amount owed (or, if you are paying by check and a check is returned for insufficient funds), we will charge you a processing fee of One Hundred Dollars ($100) to compensate us for our additional administrative expenses.

If you fail to report the RoboThink Business Gross Sales, we may debit your EDTA for one hundred twenty percent (120%) of the last Royalty and Fund contribution that we debited (together with the late fee noted in Subsection 3.D. above). If the amounts that we debit from your EDTA are less than the amounts you owe us (once we have determined the RoboThink Business's true and correct Gross Sales), we will debit your EDTA for the balance on the day we specify. If the amounts that we debit from your EDTA are greater than the amounts you owe us, we will credit the excess against the amounts we otherwise would debit from your EDTA from your next scheduled royalty payment.

We may require you to pay any amounts due under this Agreement or otherwise by means other than automatic debit (*e.g.*, by check) whenever we deem appropriate, and you agree to comply with our payment instructions.

4. TRAINING AND ASSISTANCE

4.A. INITIAL TRAINING

If this is your first RoboThink Business, then before the RoboThink Business opens, we will train you (or, if you are an Entity, your Managing Owner) and one of your manager-level employees on the material aspects of operating a RoboThink Business. You and that employee are required to attend the initial training. We will provide the initial training program at a designated training facility of our choice and/or at an operating RoboThink Learning Center.

We will provide initial training for no additional fee for your two attendees. Additional people beyond these two may attend initial training if you pay our then-current training charge for each additional person. You also agree to pay for all travel and living expenses which you (or your Managing Owner) and all your employees incur and for your employees' wages and workers' compensation insurance while they train at operating RoboThink Learning Centers.

You (or your Managing Owner) and your manager-level employee must satisfactorily complete initial training. If we determine that you (or your Managing Owner) and your manager-level employee cannot complete initial training to our satisfaction, you must appoint another person who meets our approval to attend the training. That appointed person must satisfactorily pass the initial training program.

You (or your Managing Owner) may request additional training at the end of the initial training. Additional training will be provided at our then-current per diem charges if you (or your Managing Owner) do not feel sufficiently trained in the operation of a RoboThink Business. We and you will jointly determine the duration of this additional training. However, if you (or your Managing Owner) satisfactorily complete our initial training program and have not expressly informed us at the end of the program that you (or your Managing Owner) do not feel sufficiently trained in the operation of a RoboThink Business, then you (or your Managing Owner) will be deemed to have been trained sufficiently to operate a RoboThink Business.

When the RoboThink Business is ready to open, you may request additional or special guidance, assistance or training during this opening phase. If we agree to provide additional or special guidance, you agree to pay our then-applicable charges, including our the per diem charges and travel and living expenses for our personnel.

We provide a qualified staff member for your grand opening at a Learning Center. If you operate a mobile unit business, a sales manager will with you for a month to assist in setting up sales calls and meeting.

4.B. ONGOING TRAINING

We may require you (or your Managing Owner) and/or other previously trained and experienced employees to attend and complete satisfactorily various training courses that we periodically choose to provide at the times and locations that we designate. We may charge reasonable registration or similar fees for these courses. We will not require attendance for more than a total of seven (7) days during a calendar year. Besides attending these courses, you agree to attend an annual meeting of all RoboThink franchisees at a location we designate. You agree to pay all costs to attend.

We may require that your RoboThink managers satisfactorily complete our initial and ongoing training programs. We may charge reasonable fees for training managers. You agree to pay all travel and living expenses which you and your employees incur during all training courses and programs.

You understand and agree that any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which we may discontinue and modify from time to time.

4.C. GENERAL GUIDANCE

We will advise you from time to time regarding the operation of your RoboThink Business based on your reports or our inspections and will guide you with respect to: (1) standards, specifications and operating procedures and methods that RoboThink Businesses use; (2) purchasing required and authorized Operating Assets, Teaching Materials and other items and arranging for their distribution to you; (3) advertising and marketing materials and programs; (4) employee training; and (5) administrative, bookkeeping, accounting and inventory control procedures.

We will guide you in our Franchise Operations Manual; in bulletins or other written materials; by electronic media; by telephone consultation; and/or at our office or the RoboThink Business. If you request, and we agree to provide, additional or special guidance, assistance, or training, you agree to pay our then applicable charges (including the per diem charges for our staff, travel and living expenses).

4.D. FRANCHISE OPERATIONS MANUAL

We will loan one (1) copy of our Franchise Operations Manual during the Franchise term (which could include audiotapes, DVDs, computer software, other electronic media and/or written materials). The Franchise Operations Manual contains mandatory and suggested specifications, standards, operating procedures and rules ("System Standards") that we periodically prescribe for operating a RoboThink Business. The Manual also contains information on your other obligations under this Agreement. We may modify the Franchise Operations Manual periodically to reflect changes in System Standards.

You agree to keep your copy of the Franchise Operations Manual current and in a secure location at the RoboThink Business. If there is a dispute over its contents, our master copy of the Franchise Operations Manual controls. You agree that the Franchise Operations Manual's contents are confidential and that you will not disclose the Franchise Operations Manual to any person other than RoboThink Business employees who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Franchise Operations Manual. If your copy of the Franchise Operations Manual is lost, destroyed, or significantly damaged, you agree to obtain a replacement copy at our then applicable charge.

At our option, we may post some or all the Franchise Operations Manual on a Restricted Website or extranet to which you will have access. For purposes of this Agreement, "Restricted Website" means an interactive electronic document contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages. If we do post information, you agree to monitor and access the Website or extranet for any updates to the Franchise Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Franchise Operations Manual on a Website or extranet will be deemed to be part of Confidential Information (defined in Section 6 below).

4.E. DELEGATION OF PERFORMANCE

You agree that we have the right to delegate the performance of any portion or all our obligations under this Franchise Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Franchise Agreement.

5. TECHNOLOGY

5.A. COMPUTER SYSTEM AND SOFTWARE

We have the right to specify or require that certain brands, types, makes and/or models of communications, computer systems, hardware and operating software to be used by, between, or among RoboThink Businesses, including without limitation: (a) office and point of sales systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at RoboThink Businesses, and between and among your Business and us and/or you; (b) printers and other peripheral devices; (c) archival back-up systems; and (d) internet access mode and speed (collectively, the “Computer System”). You also agree to maintain a functioning e-mail address. Our modification of specifications for the Computer System, and/or other technological developments or events, might require you to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer System. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over this Agreement's remaining term, you agree to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions and modifications) and required service or support. We have no obligation to reimburse you for any Computer System costs. Within sixty (60) days after you receive notice from us, you agree to obtain the Computer System components that we designate and to ensure that your Computer System, as modified, is functioning properly.

You agree that we may condition any license of proprietary software that we, or a third party develops or maintains for you or us (“Required Software”). We may also condition your use of technology that we, or a third party develops or maintains, on your signing the Software License Agreement or similar document that we or a third party prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software or technology. We or a third party may charge you an initial and a monthly or other fee for any proprietary software or technology that we or the third-party licenses to you and for other maintenance and support services that we or the third party provides during this Agreement's term.

Despite the fact that you agree to buy, use, and maintain the Computer System according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance and upgrading of the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer system; and (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded.

You will also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form and at the times requested by us.

5.B. DATA

We may, from time to time, specify in the Franchise Operations Manual or otherwise in writing the information that you will collect and maintain on the Computer System installed at the Business. We require that you provide us with the use of such reports as we may reasonably request from the data collected and maintained. All the data pertaining to the Business, and all data created or collected by you in connection with the System, or in connection with your operation of the Business (including without limitation data pertaining to or otherwise concerning the Business customers and clients) or otherwise provided by you (including, without limitation, data uploaded to, or downloaded from your Computer System) is and will be owned exclusively by us. We will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We hereby license use of such data back to you for the term of this Franchise Agreement, at no additional cost, solely for your use in connection with the business franchised under this Franchise Agreement.

5.C. PRIVACY

You will abide by all applicable laws pertaining to privacy of information collected or maintained regarding customers or other individuals (“Privacy”) and will comply with our standards and policies pertaining to Privacy. If there is a conflict between our standards and policies pertaining to Privacy and applicable law, you will: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel as we may request to assist us in our determination regarding the most effective way, if any, to meet our standards and policies pertaining to Privacy within the bounds of applicable law.

5.D. TELECOMMUNICATIONS

You will comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Intranet (as defined below), if any, and/or such other computer systems as we may reasonably require.

5.E. INTRANET

We may establish a website providing private and secure communications between us, you, franchisees, licensees and other persons and entities as determined by us, in our sole discretion (an “Intranet”). You will comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Intranet and utilizing the Intranet in connection with the operation of the Business. The Intranet may include, without limitation, the Franchise Operation Manual, training other assistance materials and management reporting solutions (both upstream and downstream, as we may direct). You must purchase and maintain such computer software and hardware as may be required to connect to and utilize the Intranet.

5.F. ELECTRONIC MAIL

You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize the transmission of e-mail by us and our employees, vendors and affiliates ("**Official Senders**") to you during the term of this Franchise Agreement.

You further agree that: (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your officers, directors, and employees to give their consent to Official Senders' transmission of e-mails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with you; and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the term of this Franchise Agreement.

The consent given in this Section 5 will not apply to the provision of notices via e-mail by either party under this Agreement pursuant to Section 20 unless the parties otherwise agree in a written document manually signed by both parties.

5.G. ON-LINE USE OF MARKS

You will not use the Marks, or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, and/or other identification of you in any electronic medium. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without our prior written consent as to your plan for transmitting such advertisements.

5.H. NO OUTSOURCING WITHOUT PRIOR WRITTEN-CONSENT

You will not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of your obligations without our prior written approval, unless we have designated an approved supplier to provide such services. Our consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with us and you in a form that is reasonably provided by us.

6. MARKS

6.A. OWNERSHIP AND GOODWILL OF MARKS

You acknowledge and agree that your use of the Marks and any goodwill established by that use are exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the RoboThink Business under this Franchise Agreement). All provisions of this Franchise Agreement relating to the Marks apply to any additional proprietary trade and service marks we authorize you to use. You may not at any time during or after this Franchise Agreement's term contest or assist any other person in contesting the validity, or our ownership of the Marks.

6.B. LIMITATIONS ON YOUR USE OF MARKS

You agree to use the Marks as the RoboThink Business's sole identification, except that you agree to identify yourself as its independent owner in the manner we prescribe. You may not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you), (3) in selling any unauthorized services or products, (4) as part of any domain name, homepage, electronic address, or otherwise in connection with a Website, or (5) in any other manner that we have not expressly authorized in writing.

You may not use any Mark in advertising the transfer, sale, or other disposition of the RoboThink Business or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You agree to display the Marks prominently as we prescribe at the Accepted Locations and on forms, advertising, supplies, and other materials we designate. You agree to give the notices of trade and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

6.C. NOTIFICATION OF INFRINEMENTS AND CLAIMS

You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than us, our attorneys, and your attorneys regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You agree to sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks. We will reimburse you for your costs of taking any action that we have asked you to take.

6.D. DISCONTINUANCE OF USE OF MARKS

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing the RoboThink Business's signs, for any loss of revenue due to any modified or discontinued Mark or for your expenses of promoting a modified or substitute trademark or service mark.

Our rights in this Subsection 6.D apply to any and all the Marks (and any portion of any Mark) that we authorize you to use in this Agreement. We may exercise these rights at any time and for any reason, business or otherwise, that we think best. You acknowledge both our right to take this action and your obligation to comply with our directions.

6.E. INDEMNIFICATION FOR USE OF MARKS

We agree to reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding. At our option, we may defend and control the defense of any proceeding arising from your use of any Mark under this Agreement.

7. CONFIDENTIALITY

7.A. CONFIDENTIAL INFORMATION

We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the "Confidential Information"), relating to developing and operating RoboThink Businesses, including (without limitation):

(1) site selection criteria;

(2) training and operations materials and manuals;

(3) methods, formats, specifications, standards, systems, procedures, teaching techniques, sales and marketing techniques, knowledge, and experience used in developing and operating RoboThink Businesses;

(4) marketing and advertising programs for RoboThink Businesses;

(5) knowledge of specifications for and suppliers of Operating Assets, Teaching Products, and other products and supplies;

(6) any computer software or similar technology which is proprietary to us or the Franchise System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;

(7) knowledge of the operating results and financial performance of RoboThink Businesses other than the RoboThink Business you operate; and

(8) graphic designs and related intellectual property.

You acknowledge and agree that you will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the RoboThink Business during this Agreement's term, and that Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you agree, and you in fact do agree, that you:

(1) will not use Confidential Information in any other business or capacity;

(2) will keep each item deemed to be part of Confidential Information absolutely confidential, both during this Agreement’s term and after the expiration of this Agreement for as long as the item is not generally known in the education enrichment industry;

(3) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and

(4) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to RoboThink Business personnel and others and using non-disclosure and non-competition agreements with those having access to Confidential Information. We have the right to regulate the form of agreements that you use and to be a third-party beneficiary of those agreements with independent enforcement rights.

Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the supplemental education industry through publication or communication by others (without violating an obligation to us); or which, after we disclose it to you, lawfully becomes generally known in the supplemental education industry through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

All ideas, concepts, techniques, or materials relating to a RoboThink Business, 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 to be our sole and exclusive property, part of the System and works made-for-hire for us. To the extent that any item does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item.

You will require and obtain the execution of covenants similar to those set forth in this Section from your General Manager and all other of your personnel who have received or will have access to confidential information. Such covenants will be substantially in the form attached to the Franchise Disclosure Document (Exhibit F).

8. SYSTEM STANDARDS

8.A. CURRICULA, SPECIFICATIONS, STANDARDS AND PROCEDURES

You agree that: (1) your RoboThink Business will offer for sale all Programs and other products and services that we specify from time to time, and will only use methods, Teaching Products, or other materials and specifications that we have specified or approved; (2) your RoboThink Business will offer and sell approved products and services only in the manner we have prescribed; (3) you will not offer for sale or sell at your RoboThink Business, the Premises or Third-Party Locations any products or services we have not approved; (4) all products will be offered and sold only at retail and you will not offer or sell any products at wholesale; and (5) you will discontinue selling and offering for sale any products or services that we at any time decide (in our sole discretion) to disapprove in writing.

8.B. APPROVED PRODUCTS, DISTRIBUTORS AND SUPPLIERS

We have developed or may develop standards and specifications for types, models and brands of required Operating Assets, Teaching Products, other products, materials and supplies. We reserve the right from time to time to approve specifications or suppliers and distributors of the above products that meet our reasonable standards and requirements. If we do so, you agree to purchase only such products meeting those specifications and, if we require it, only from distributors and other suppliers we have approved, including ourselves or our affiliates. You must purchase all Teaching Products from us or our designated affiliate. We will provide you one set of Teaching Products free of charge.

We may designate a single distributor or supplier (collectively "supplier") for any product, service, equipment, supply or material and may approve a supplier or distributor only as to certain products. The designated supplier may be us or an affiliate of ours.

We may receive payments from suppliers on account of such suppliers' dealings with you and other franchisees and may use any amounts so received without restriction and for any purpose we and our affiliates deem appropriate. We may concentrate purchases with one or more suppliers or distributors to obtain lower prices or the best advertising support or services. Approval of a supplier or distributor may be conditioned on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our continued evaluation of the supplier or distributor from time to time.

If you would like to purchase any items from any unapproved supplier or distributor, you must submit to us a written request for approval of the proposed supplier or distributor. (Alternatively, the proposed supplier or distributor may submit its own request.) We have the right to inspect the proposed supplier's or distributor's facilities and to require product samples from the proposed supplier or distributor to be delivered at our option either directly to us or to any independent service which we designate for testing. Either you or the proposed supplier or distributor must pay us a fee (not to exceed the reasonable cost of the inspection and the actual cost of the test) to make the evaluation. We reserve the right to periodically re-inspect the facilities and products of any approved supplier or distributor and to revoke our approval if the supplier or distributor does not continue to meet any of our criteria. We also reserve the right to charge manufacturers or suppliers a royalty for the right to manufacture products for use in a RoboThink Business.

We have developed specially formulated Teaching Products for use in the operation of RoboThink Businesses. You must use only the Teaching Products in the services provided by your RoboThink Business. Currently, you must purchase the Teaching Products from us or a designated third-party supplier. You may only provide Teaching Products to students who are enrolled in Programs and only for the Programs for which they are then enrolled.

8.C. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the RoboThink Business and must operate the RoboThink Business in full compliance with all applicable laws, ordinances and regulations, including, without limitation, government regulations relating to occupational hazards, health, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. All advertising and promotion by you must be completely factual and must conform to the highest standards of ethical advertising. The RoboThink Business must in all dealings with its customers, suppliers, us and the public adhere to the highest standards of professionalism, caring, honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Marks and other RoboThink Businesses. You must notify us in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect your operation or financial condition or that of the RoboThink Business and of any notice of violation of any law, ordinance, or regulation relating to the RoboThink Business.

8.D. MANAGEMENT OF YOUR BUSINESS AND CONFLICTING INTERESTS

Except as provided below, you (or your Managing Owner) must act as the general manager of the RoboThink Business with responsibility for direct, on-premises supervision of the RoboThink Business. You must keep us informed always of the identity of any supervisory employee(s) acting as assistant manager(s) of the RoboThink Business. You (or your Managing Owner) must devote full time and efforts to the management and supervision of the RoboThink Business. The RoboThink Business must always be under the direct on-site supervision of a manager who has completed our manager certification training to our satisfaction. If one of your certified managers is no longer employed at the RoboThink Business, you must replace the manager with a new manager who has completed our certification training within thirty (30) days after the termination of the prior manager's employment.

If you (or your Managing Owner) own more than one RoboThink Business, each RoboThink Business must be under the direct on-premises supervision of a general manager we have approved and who has completed our training programs.

8.E. INSURANCE

You will procure, upon execution of this Franchise Agreement, and will maintain in full force and effect at all times during the term of this Franchise Agreement (and for such period thereafter as is necessary to provide the coverages required by the Agreement for events that occurred during the term of this Franchise Agreement) at your expense, an insurance policy or policies protecting you and us, our successors and assigns, our officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of each of them against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with your RoboThink Business.

Such policy or policies must be written by a responsible carrier or carriers reasonably acceptable to us and duly licensed for the state in which your RoboThink Business is located, will be written on an “occurrence” basis, and will include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by us from time to time), in accordance with standards and specifications set forth in writing, the following: (1) Commercial General Liability Insurance, including coverage for products completed operations, contractual liability, personal and advertising injury, fire damage, medical expenses, having a combined single limit for bodily injury and property damage of $2,000,000 per occurrence and $4,000,000 in the aggregate (except for fire damage and medical expense coverage, which may have different limits of not less than $100,000 for one fire and $10,000 for one person); plus (ii) non-owned automobile liability insurance and, if Franchisee owns, rents or identifies any vehicles with any Names and Marks or vehicles are used in connection with the operation of the RoboThink Business, automobile liability and coverage for owned, non-owned, scheduled and hired vehicles having combined limits for bodily injuries coverage for owned, non-owned, scheduled and hired vehicles having combined limits for bodily injuries and property damage of $1,000,000; plus (iii) excess liability umbrella coverage for the general liability and automobile liability coverage in an amount of not less than $1,000,000 per occurrence and aggregate. All such coverages will be on an occurrence basis and will provide for waivers of subrogation. (this excess liability coverage is only need if the $4,000,000 aggregate cannot be obtained in your state or by your carrier to reach $4,000,000 aggregate); (2) Business interruption insurance of not less than twenty thousand dollars ($20,000) per month of loss of income and other expenses with a limit of not less than six (6) months of coverage;

(3) Educators Legal/Sexual Molestation insurance of not less than one million ($1,000,000) per occurrence and aggregate.

We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverages (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. These insurance policies must name us and any affiliates we designate as additional named insureds and provide for thirty (30) days' prior written notice to us of a policy's material modification, cancellation or expiration.

You routinely must furnish us copies of your Certificates of Insurance or other evidence of your maintaining this insurance coverage and paying premiums. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain such insurance for you and your RoboThink Business on your behalf, in which event you will cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.

8.F. PRICING

We may periodically set a maximum price that you may charge for a product or service. If we impose such a maximum price for any product or service, you may charge any price for the product or service up to and including the maximum price we impose.

8.G. COMPLIANCE WITH SYSTEM STANDARDS

You acknowledge and agree that operating and maintaining your RoboThink Business according to System Standards are essential to preserve the goodwill of the Marks and all RoboThink Businesses. Therefore, you agree at all times to operate and maintain your RoboThink Business according to all of our System Standards, as we periodically modify and supplement them, even if you believe that a System Standard, as originally issued or subsequently modified, is not in the System's or the RoboThink Business' best interests. Although we retain the right to establish and periodically modify System Standards that you have agreed to maintain, you retain the right to and responsibility for the day-to-day management and operation of your RoboThink Business. You agree to implement and maintain the System Standards at your RoboThink Business.

As examples, and without limitation, System Standards may regulate any one or more of the following, in addition to the items described in Subsections 9.A. through 8.H. above:

(1) purchase and delivery of Teaching Products; inventory requirements for Teaching Products and other products; and supplies so that your RoboThink Business may operate at full capacity;

(2) terms and conditions of the sale and delivery of, and terms and methods of payment for, Teaching Products, other products, and services that you obtain from us and affiliated and unaffiliated suppliers; and our right not to sell you any Teaching Products, or other products or to provide you with services, or to do so only via direct debit, credit card or other method if you are in default under any agreement with us;

(3) sales, marketing, advertising, and promotional programs and materials and media used in these programs;

(4) use and display of the Marks at your RoboThink Business, on materials used by the RoboThink Business and in communications made by your RoboThink Business;

(5) minimum specifications and standards for Third-Party Locations;

(6) issuing and honoring gift certificates;

(7) staffing levels for your RoboThink Business; identifying your RoboThink Business personnel and employee qualifications, training, dress, and appearance (although you have sole responsibility and authority concerning employee selection and promotion, hours worked, rates of pay and other benefits, work assigned, and working conditions);

(8) days and hours of operation;

(9) participation in market research and testing and product and service development programs as well as participation in, and dues assessed for, advisory councils;

(10) accepting credit and debit cards, other payment systems, and check verification services;

(11) bookkeeping, accounting, data processing, and recordkeeping systems and forms; formats, content, and frequency of reports to us of sales, revenue, financial performance, and conditions; and giving us copies of tax returns and other operating and financial information concerning your RoboThink Business;

(12) handling of complaints by students or their parents or guardians;

(13) any other aspects of operating and maintaining your RoboThink Business that we determine to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and RoboThink Businesses.

You agree that System Standards we prescribe in the Franchise Operations Manual, or otherwise communicate to you in writing or another tangible form (for example, via our intranet or Website), are part of this Agreement as if fully set forth within its text. All references to this Agreement include all System Standards as periodically modified.

8.H. MODIFICATION OF SYSTEM STANDARDS

We periodically may modify System Standards, which may accommodate regional or local variations, and these modifications may obligate you to invest additional capital in your RoboThink Business and/or incur higher operating costs. You agree to implement any changes in System Standards within the time period we request, whether they involve refurbishing or remodeling the Premises or any other aspect of your RoboThink Business, buying new Operating Assets, adding new Programs and services, or otherwise modifying the nature of your operations, as if they were part of this Agreement as of the Effective Date.

9. MARKETING

9.A. GRAND OPENING ADVERTISING

We require that you spend a minimum of One Thousand Five Hundred Dollars ($1,500) to advertise and promote your RoboThink Business during a grand opening period that we designate. You agree to comply with our guidelines for this grand opening advertising program.

9.B. ADVERTISING AND DEVELOPMENT FUND

Recognizing the value of advertising and marketing to the goodwill and public image of RoboThink Businesses, we may establish an Advertising and Development Fund (the "Fund") for the advertising, marketing, and public relations programs and materials we deem appropriate. You agree to contribute to the Fund the amounts that we prescribe from time to time, not to exceed one percent 3% of your RoboThink Business's Gross Sales, payable in the same manner as the Royalty. RoboThink Businesses that we or our affiliates own in the United States will contribute to the Fund on the same basis as franchisees.

We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with RoboThink Business and with whom we have agreed that we will so deposit these allowances. (These payments are different from those which are not designated by suppliers to be used exclusively for advertising or similar purposes and which we may use for any purposes we and they deem appropriate, as provided in Subsection 9.C below.)

We will direct all programs that the Fund finances, with sole control over the creative concepts, materials and endorsements used and their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering regional and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion and marketing activities.

The Fund periodically will give you samples of advertising, marketing, and promotional formats and materials at no cost. We will sell you multiple copies of these materials at our direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Fund separately from our other funds and not use the Fund for any of our general operating expenses. However, we may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, the Fund's other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Fund contributions.

The Fund will not be our asset. Although the Fund is not a trust, we will hold all Fund contributions for the benefit of the contributors and use contributions only for the purposes described in this Subsection. We do not owe any fiduciary obligation to you for administering the Fund or any other reason. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Fund contributions to pay costs before using the Fund's other assets.

We will prepare an annual, unaudited statement of Fund collections and expenses and give you the statement upon written request. We may have the Fund audited annually, at the Fund's expense, by an independent certified public accountant. We may incorporate the Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all the rights and duties specified in this Subsection.

We intend the Fund to maximize recognition of the Marks and patronage of RoboThink Businesses. Although we will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all RoboThink Businesses, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by RoboThink Businesses operating in that geographic area or that any RoboThink Business benefits directly or in proportion to its Fund contribution from the development of advertising and marketing materials or the placement of advertising and marketing.

We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle and compromise all claims by or against the Fund. Except as expressly provided in this Subsection, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund.

We may at any time defer or reduce contributions of a RoboThink Business franchisee and, upon thirty (30) days' prior written notice to you, reduce or suspend Fund terminated, reinstate) the Fund. If we terminate the Fund, we will distribute all unspent monies to our franchisees, to us and our affiliates, in proportion to their, and our, respective Fund contributions during the preceding twelve (12) month period.

9.C. YOUR ONGOING MARKETING

In addition to your grand opening obligation in Subsection 9.A above and your Fund contribution obligations in Subsection 9.B above, you agree to spend at least two percent (2%) of your RoboThink Business's Gross Sales to advertise and promote your RoboThink Business. Within thirty (30) days after the end of each month, you agree to send us, in the manner we prescribe, an accounting of your expenditures for local advertising and promotion during the preceding month.

Your local advertising and promotion must follow our guidelines. All advertising and promotional materials that you develop for your RoboThink Business must contain notices of our Website's domain name in the manner we designate. You may not develop, maintain, or authorize any Website that mentions or describes you or your RoboThink Business or displays any of the Marks. You agree that your advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe from time to time.

Before you use any advertising, promotional, and marketing materials which we have not prepared or previously disapproved, the proposed materials must be sent to us or our designated agency for approval. If you do not receive written disapproval within fifteen (15) days after we or our designated agency receives the materials, they are deemed to be approved. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved.

RoboThink Contributions. We will make contributions for each of its company-owned locations (if any) on the same basis as assessments required of comparable franchisees within the System.

9.D. WEBSITES AND SOCIAL MEDIA

As used in the Franchise Agreement, the term "Website" means an interactive electronic document, series of symbols, or otherwise, that is contained in a network of computers linked by communications software. The term Website includes, but is not limited to, Internet and World Wide Web home pages. In connection with any Website, you agree to the following:

(1) We have the right, but not the obligation, to establish and maintain a Website, which may, without limitation, promote the Marks, RoboThink Businesses and any or all the Programs and products offered at RoboThink Businesses, the franchising of RoboThink Businesses, and/or the System. We have the sole right to control all aspects of the Website, including without limitation its design, content, functionality, links to the websites of third parties, legal notices and policies and terms of usage. We also have the right to discontinue operation of the Website.

(2) We have the right, but not the obligation, to designate one or more web page(s) to describe you and/or your RoboThink Business, with such web page(s) to be located within our Website. You will comply with our policies with respect to the creation, maintenance and content of any such web pages. We also have the right to refuse to post and/or discontinue posting any content and/or the operation of any web page.

(3) You will not establish a separate Website related to the Marks or the System without our prior written approval (which we are not be obligated to provide). If approved to establish such a Website, you will comply with our policies, standards and specifications with respect to the creation, maintenance and content of any such Website. You specifically acknowledge and agree that any such Website owned or maintained by you or for your benefit will be deemed "marketing" under this Agreement and will be subject to (among other things) our approval under this Section 9.

(4) We have the right to modify the provisions of this Subsection 10.D relating to Websites as we solely determine is necessary or appropriate.

(5) You understand and agree that you may not promote your RoboThink Business or use any Mark in any manner on social and/or networking Websites, including, but not limited to, Facebook, LinkedIn, MySpace and Twitter, without our prior written consent.

9.E. ADVISORY COUNCIL

We reserve the right to establish an advisory council to work with us to improve various aspects of our System, including advertising and other items. If we choose to establish an advisory council, its members will include franchisee representatives and our representatives. The franchisee representatives may be chosen by us or elected by other franchisees in the System. If established, the advisory council will act in an advisory capacity only and will not have decision making authority. We have the right to form, change, merge or dissolve any advisory council at any time. You understand and agree that if you participate in an advisory council, you will pay any expenses you incur related to such participation, such as travel and living expenses to attend meetings.

9.F. COOPERATIVE ADVERTISING PROGRAMS

We may designate an advertising coverage area ("ACA") — local or regional — in which two (2) or more RoboThink Businesses are located in order to establish a cooperative advertising program ("Cooperative Program") for that ACA. An ACA is the area covered by the particular advertising medium recognized in the industry. All franchisees in the ACA will be required to participate. Each RoboThink Business operating in the ACA will have one vote, including RoboThink Businesses operated by us. The franchisees in the ACA will determine the amount of the required contributions to the Cooperative Program by vote.

10. NON-COMPETITION COVENANTS

10.A. NON-COMPETITION

You, any of your owners, any of your or your owners' spouses specifically acknowledge that, pursuant to this Franchise Agreement, you (or your Managing Owner) will receive valuable training, trade secrets and confidential information, including, without limitation, information regarding the RoboThink's operational, sales, promotional and marketing methods and techniques, and the System which are beyond the present skills and experience of you (or your Managing Owner) and your managers and employees. You, any of your owners, any of your or your owners' spouses acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage and will be valuable to them in the development and operation of your RoboThink Business. Gaining access to such specialized training, trade secrets and confidential information is, therefore, a primary reason why you are entering into this Franchise Agreement. In consideration for such specialized training, trade secrets and confidential information (including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you (or your Managing Owners, your managers and employees), you (or your Managing Owner) agree that with respect to you, during the term of this Franchise Agreement, except as otherwise approved in writing by us, which approval may be withheld or denied in our sole and absolute discretion, neither you, any of your owners, nor any of your or your owners' spouses will, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person(s), partnership or corporation:

(1) Divert, or attempt to divert, any business or customer of your RoboThink Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(2) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to any business located within the United States, its territories, states or commonwealths, or any other country, province, state or geographic area in which we have used, sought registration of or registered the same or similar Marks or operates or licenses others to operate a business under the same or similar Marks, which business is of a character and concept similar to the RoboThink Business, including a Competitive Business. The term "Competitive Business" means (i) any business or other organization that provides tutoring, teaching or other supplemental education services in engineering topics, robotics, computer programming and math; or (ii) any business granting franchises or licenses to others to operate the type of business specified in subparagraph (i) (other than a RoboThink Business operated under a franchise agreement with us).

With respect to you, any of your owners, any of your or your owners' spouses, and for a continuous uninterrupted period commencing upon the expiration, termination of, or transfer of all of your interest in this Franchise Agreement and continuing for two (2) years after expiration, except as otherwise approved in our sole and absolute discretion, neither you, any of your owners, nor any of your or your owners' spouses, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person(s), partnership, or corporation:

(1) Divert, or attempt to divert, any business or customer of your RoboThink Business hereunder to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(2) Employ, or seek to employ, any person who is at that time or was within the preceding ninety (90) days employed by us, or by any other franchisee, or development agent of ours, or otherwise directly or indirectly induce such person to leave that person's employment.

(3) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to any

Competitive Business, which business is, or intended to be, located within a five (5) mile radius of the location of any RoboThink Business in the System.

The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect our goodwill or other business interests. The parties agree that each of the covenants of this Agreement will be construed as independent of any other covenant or provision of this Franchise Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you (or your Managing Owner) agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

(4) You (or your Managing Owner) understand and acknowledge that we have the right, in our sole and absolute discretion, to reduce the scope of any covenant set forth in this Section 10.A, or any portion thereof, without your consent, effective immediately upon notice to you: You (or your Managing Owner) agree to comply forthwith with any covenant as so modified, which will be fully enforceable.

(5) You (or your Managing Owner) expressly agree that the existence of any claims they may have against us, whether or not arising from this Franchise Agreement, will not constitute a defense to our enforcement of the covenants in this Section.

(6) Section 10.A will not apply to ownership of less than a three percent (3%) beneficial interest in the outstanding equity securities of any publicly held corporation.

You will require and obtain execution of covenants similar to those set forth in this Section 10.A (including covenants applicable upon the termination of a person's employment with you) from your General Manager and all other personnel who have received or will have access to training from us. Such covenants will be substantially in the form set forth in Franchise Disclosure Document, Exhibit F. Notwithstanding the foregoing, we reserve the right, in our sole discretion, to decrease the period of time or geographic scope of the non-competition covenant or eliminate such non-competition covenant altogether for any party that is required to execute such agreement under this Section 10.A.

10.B. <u>FAILURE TO COMPLY</u>

You (or your Managing Owner) acknowledge that any failure to comply with the requirements of this Section constitute a material event of default under Section 14 of this Agreement. You (or your Managing Owner) acknowledge that a violation of the terms of this Section would result in irreparable injury to us for which no adequate remedy at law may be available, and you (or your Managing Owner) accordingly consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of this Section. You agree to pay all court costs and reasonable attorneys' fees incurred by us in connection with the enforcement of this Section, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of such Section.

11. RECORDS, REPORTS, AND FINANCIAL STATEMENTS

You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system, including a standard chart of accounts, conforming to the requirements and formats we prescribe from time to time. We may require you to use a Computer System to maintain certain sales data and other information and to report such information to us via a website or other means. You agree to give us in the manner and format that we prescribe from time to time:

(1) by April 15th of each year, annual profit and loss and source and use of funds statements and a balance sheet for your RoboThink Business as of the end of the prior calendar year;

(2) within ten (10) days after our request, exact copies of federal and state income tax returns, sales tax returns, and any other forms, records, books, and other information we periodically require relating to your RoboThink Business and the Franchise.

You agree to verify and sign each report and financial statement in the manner we prescribe. We may disclose data derived from these reports, although we will not without your consent (unless required by law) disclose your identity in any materials that we circulate publicly. Moreover, we may, as often as we deem appropriate (including daily), access the Computer System and retrieve all information relating to your RoboThink Business operations.

You agree to preserve and maintain all records in a secure location at your RoboThink Business for at least three (3) years (including, but not limited to, sales checks, purchase orders, invoices, payroll records, client lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers). We may require you to have audited financial statements prepared annually during this Agreement's term.

12. INSPECTIONS AND AUDITS

To determine whether you and your RoboThink Business are complying with this Agreement and all System Standards, we and our designated agents or representatives may at all times and without prior notice to you: (1) inspect your RoboThink Business; (2) photograph your RoboThink Business and observe and videotape the your RoboThink Business operation for consecutive or intermittent periods we deem necessary; (3) remove samples of any products and supplies; (4) interview your RoboThink Business's personnel and customers; and (5) inspect and copy any books, records, and documents relating to your RoboThink Business operation. You agree to cooperate with us fully. If we exercise any of these rights, we will not interfere unreasonably with your RoboThink Business operation.

13. OUR RIGHT TO AUDIT

We may at any time during your business hours, and without prior notice to you, examine your (if you are an Entity) and your RoboThink Business' bookkeeping, accounting records, sales and income tax records and returns, and other records. You agree to cooperate fully with our representatives and independent accountants in any examination. If any examination discloses an understatement of your RoboThink Business' Gross Sales, you agree to pay us, within fifteen (15) days after receiving the examination report, the Royalty and Fund contributions due on the amount of the understatement, plus our service charges and interest on the understated amounts from the date originally due until the date of payment. Furthermore, if an examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or if our examination reveals a Royalty or Fund contribution understatement exceeding two percent (2%) of the amount that you actually reported to us for the period examined, you agree to reimburse us for the costs of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Franchise Agreement and applicable law.

14. TRANSFER

14.A. BY US

We may change our ownership or form and/or assign this Franchise Agreement and any other agreement to a third party without restriction. After our assignment of this Franchise Agreement to a third party who expressly assumes the obligations under this Franchise Agreement, we no longer will have any performance or other obligations under this Franchise Agreement.

14.B. BY YOU

You understand and acknowledge that the rights and duties this Franchise Agreement creates are personal to you (or, if you are an Entity, to your owners) and that we have granted you the Franchise in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, none of the following may be transferred without our prior written approval: (i) this Agreement (or any interest in this Agreement); (ii) your RoboThink Business (or any right to receive all or a portion of your RoboThink Business' profits or losses or capital appreciation related to your RoboThink Business); (iii) substantially all of the assets of your RoboThink Business; (iv) any ownership interest in you (regardless of its size); or (v) any ownership interest in any of your owners (if such owners are legal entities). A transfer of your RoboThink Business' ownership, possession, or control, or substantially all its assets, may be made only with a transfer of this Franchise Agreement. Any transfer without our approval is a breach of this Franchise Agreement and has no effect.

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

(1) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest;

(2) merger or consolidation or issuance of additional securities or other forms of ownership interest;

(3) any sale of a security convertible to an ownership interest;

(4) transfer of an interest in you, this Franchise Agreement, your RoboThink Business or substantially all its assets, or your owners in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law;

(5) transfer of an interest in you, this Franchise Agreement, your RoboThink Business or substantially all of its assets if you, one of your owners, or an owner of one of your owners dies, or your owner by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(6) pledge of, or grant of a security interest in, this Franchise Agreement (to someone other than us) or of an ownership interest in you or your owners as security, foreclosure upon your RoboThink Business, or your transfer, surrender, or loss of your RoboThink Business's possession, control, or management. You may grant a security interest (including a purchase money security interest) in your RoboThink Business's assets (not including this Franchise Agreement) to a lender that finances your acquisition, development, and/or operation of your RoboThink Business without having to obtain our prior written approval as long as you give us ten (10) days' prior written notice.

14.C. CONDITIONS FOR APPROVAL OF TRANSFER

If you (and your owners) are fully complying with this Franchise Agreement, then, subject to the other provisions of this **Section 14**, we will approve a transfer that meets all the requirements in this Subsection.

If you are an entity, your owners may transfer a non-controlling ownership interest in you or your owners (determined as of the date on which the proposed transfer will occur) if: (1) the proposed transferee and its direct and indirect owners (if the transferee is an Entity) are of good character and otherwise meet our then applicable standards for RoboThink Business franchisees (including no ownership interest in or performance of services for a Competitive Business); and (2) you give us prior written notice of the transfer.

For any other proposed transfer (including a transfer of this Franchise Agreement), a transfer of a controlling ownership interest in you or one of your owners, or a transfer which is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Franchise Agreement or a controlling ownership interest in you or one of your owners, all of the following conditions must be met before or concurrently with the effective date of the transfer:

(1) the transferee has sufficient business experience, aptitude, and financial resources to operate your RoboThink Business;

(2) you have paid all Royalties, Fund and Cooperative Program contributions, and other amounts owed to us, our affiliates, and third-party vendors; have submitted all required reports and statements; and have not violated any provision of this Franchise Agreement, the Lease, or any other agreement with us during both the sixty (60) day period before you requested our consent to the transfer and the period between your request and the effective date of the transfer;

(3) neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business;

(4) the transferee will execute a confidentiality agreement and ancillary covenants not to compete in the form then required by us;

(5) the transferee (or its managing owner) satisfactorily completes our training program;

(6) your landlord allows you to transfer the Lease or sublease the Premises to the transferee;

(7) the transferee will (if the transfer is of this Franchise Agreement), or you will (if the transfer is of a controlling ownership interest in you or one of your owners), sign our then current form of franchise agreement and related documents in which any and all of the provisions may differ materially from any and all of those contained in this Franchise Agreement, including the Royalty, Fund and Cooperative Program contributions.

(8) you or the transferee pays us a transfer fee of ten Thousand Dollars ($10,000).

(9) you (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, and agents;

(10) we have determined that the purchase price and payment terms will not adversely affect the transferee's operation of your RoboThink Business;

(10) if you or your owners finance any part of the purchase price, you and/or your owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in your RoboThink Business are subordinate to the transferee's obligation to pay Royalties, Fund contributions and Cooperative Program contributions, and other amounts due to us, our affiliates, and third-party vendors and otherwise to comply with this Franchise Agreement;

(11) (a) you have corrected any existing deficiencies of your RoboThink Business and/or (b) the transferee agrees (if the transfer is of this Franchise Agreement) to upgrade, remodel, and refurbish your RoboThink Business in accordance with our then current requirements and specifications for RoboThink Businesses within the time period we specify following the effective date of the transfer (we will advise the transferee before the effective date of the transfer of the specific actions that it must take and the time period within which such actions must be taken);

(12) you and your transferring owners (and your and your owners' spouses) will not, for two (2) years beginning on the transfer's effective date, engage in any of the activities proscribed in **Subsection 14.D** below; and

(13) you and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other RoboThink Businesses you own and operate) identify yourself or themselves or any business as a current or former RoboThink Business or as one of our franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of an RoboThink Business in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us.

We may review all information regarding your RoboThink Business that you give the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that you have given us or we have made regarding your RoboThink Business.

14.D. TRANSFER TO A WHOLLY-OWNED CORPORATION OR LIMITED LIABILITY COMPANY

Despite Subsection C above, if you are fully complying with this Agreement, you may transfer this Agreement to a corporation or limited liability company which conducts no business other than your RoboThink Business and, if applicable, other RoboThink Businesses, in which you maintain management control, and of which you own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all of your RoboThink Business's assets are owned, and your RoboThink Business is conducted, only by that single corporation or limited liability company. The corporation or limited liability company must expressly assume all your obligations under this Franchise Agreement. Transfers of ownership interests in the corporation or limited liability company are subject to Subsection C above. You agree to remain personally liable under this Agreement as if the transfer to the corporation or limited liability company did not occur.

14.E. YOUR DEATH OR DISABILITY

(1) **Transfer Upon Death or Disability**: Upon your or your Managing Owner's death or disability, you or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must transfer your interest in this Franchise Agreement, or the Managing Owner's ownership interest in you, to a third party (which may be your or the Managing Owner's heirs, beneficiaries, or devisees). That transfer must be completed within a reasonable time, not to exceed nine (9) months from the date of death or disability and is subject to all the terms and conditions in this **Section 14**. A failure to transfer your interest in this Franchise Agreement or the Managing Owner's ownership interest in you within this time period is a breach of this Agreement.

The term "disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or does prevent you or the Managing Owner from supervising your RoboThink Business's management and operation.

(2) **Operation Upon Death or Disability**: Upon your or the Managing Owner's death or disability, you or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed fifteen (15) days from the date of death or disability, appoint a manager. The manager must complete our standard training program at your expense. A new Managing Owner acceptable to us also must be appointed for your RoboThink Business, and that new Managing Owner must complete our standard training program, within sixty (60) days after the date of death or disability.

If, in our judgment, your RoboThink Business is not being managed properly any time after your or the Managing Owner's death or disability, we may, but need not, assume your RoboThink Business' management (or appoint a third party to assume its management). All funds from your RoboThink Business's operation while it is under our (or the third party's) management will be kept in a separate account, and all expenses will be charged to this account. We may charge you (in addition to the Royalty, Fund contributions, and other amounts due under this Agreement) Five Hundred Dollars ($500) per day, plus our (or the third party's) direct out-of-pocket costs and expenses if we (or a third party) assume your RoboThink Business's management under this subparagraph. We (or a third party) have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations your RoboThink Business incurs, or to any of your creditors for any products, other assets, or services your RoboThink Business purchases, while we (or a third party) manage it.

14.F. EFFECT OF CONSENT TO TRANSFER

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

14.G. OUR RIGHT OF FIRST REFUSAL

If you (or any of your owners) at any time determine to sell or transfer for consideration an interest in this Franchise Agreement and your RoboThink Business, or an ownership interest in you (except to or among your current owners, which is not subject to this Subsection), in a transaction that otherwise would be allowed under **Subsections 14.B** and **C** above, you (or your owners) agree to obtain from a responsible and fully disclosed buyer, and send us, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating exclusively to an interest in you or in this Franchise Agreement and your RoboThink Business. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price.

The right of first refusal process will not be triggered by a proposed transfer that would not be allowed under Subsections 14.B and 14.C above. We may require you (or your owners) to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

We may, by written notice delivered to you or your selling owner(s) within thirty (30) days after we receive both an exact copy of the offer and all other information we request, elect to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that:

(1) we may substitute cash for any form of payment proposed in the offer (such as ownership interests in a privately held entity);

(2) our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we or our designee may provide promissory notes with the same terms as those offered by the proposed buyer);

(3) we will have an additional thirty (30) days to prepare for closing after notifying you of our election to purchase; and

(4) we must receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal entity, as applicable, including, without limitation, representations and warranties regarding: (a) ownership and condition of and title to ownership interests and/or assets; (b) liens and encumbrances relating to ownership interests and/or assets; and (c) validity of contracts and the liabilities, contingent or otherwise, of the entity whose assets or ownership interests are being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for two (2) years beginning on the closing date, you and they will be bound by the non-competition covenant contained in Subsection 10.A. We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Subsection.

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we otherwise approve the transfer in accordance with, and you (and your owners) and the transferee comply with the conditions in, Subsections 14.B and 14.C above. This means that, even if we do not exercise our right of first refusal (whether or not it is properly triggered as provided above), if the proposed transfer otherwise would not be allowed under Subsections 14.B and 14.C above, you (or your owners) may not move forward with the transfer at all.
If you do not complete the sale to the proposed buyer within sixty (60) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which you agree to tell us promptly), we or our designee will have an additional right of first refusal during the thirty (30) day period following either the expiration of the sixty (60) day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our or our designee's option.

15. EXPIRATION OF THIS AGREEMENT

15.A. GRANT OF A SUCCESSOR FRANCHISE

You have one option to renew the franchise granted under this Agreement for an additional term of ten year, subject to the following requirements.

(1) You give us written notice as provided in Section 15. below.

(2) You execute our then-current standard form franchise agreement (with appropriate modifications to reflect the fact that it relates to the renewal of a franchise), which will supersede this Agreement in all respects. The terms of the Renewal Agreement may differ from the terms of this Agreement, including, without limitation, different rates for royalties and advertising fees and contribution. You will not be required to pay an initial franchise fee (but will be required to pay the refranchising fee described in section 15 below. Your failure or refusal to execute and return the new franchise agreement to us within 30 days after its receipt by you will be deemed an election by you not to exercise its option to renew your franchise.

(3) You present evidence satisfactory to us that you have the right to remain in the possession of the approved location for the duration of the new term or, prior to the expiration date of this Agreement, you obtain our approval of a new location for the franchised business for the duration of the new term.

(4) To the fullest extent permitted by law, you execute a general release, in a form prescribed by us, of all claims against us and each of our affiliates, officers, directors, shareholders, employees and agent.

(5) You (or the General Manager) and your managers and employees complete such training as we may require, at your expense, to bring you into conformity with the then-current qualifications and training requirements for new franchisees.

(6) At your expense, you have completed or have made arrangements to renovate and modernize your Franchise Business in a manner satisfactory to us. The renovation includes updating the décor and computer systems, remodeling replacing signs, furnishings, fixtures and equipment, as needed and required to reflect the then-current specifications, standards and image required by us.

(7) You are not in default of any provision of this Agreement or any other agreement with us and have substantially complied with all the provision of all such agreements during their respective terms.

(8) You pay us a relicensing fee of Five thousand Dollars ($5,000) for administrative and legal expenses upon execution of the new franchise agreement.

(9) To exercise your option to new the franchise granted under this agreement, you agree to give us written notice of your election to acquire a successor franchise no more than two hundred twenty (220) days and no less than one hundred eighty (180) days before this Franchise Agreement expires. Within 60 days after its receipt of your timely notice of renewal, we will furnish you with written notice of conditions of relicensing, including: (i) the reasons that could cause us to refuse to renew your license, including, without limitation, any deficiencies that

require your correction; (ii) our then-current requirements for the image, appearance, decoration, furnishing, equipping and stocking of the Franchise Business, and (iii) a schedule for upgrades or modifications necessary to bring the Franchised Business in compliance with our standards.

15.B. NOTICE NOT TO RENEW

(1) We will give you written notice of our election not to renew your franchise at least ninety days prior to the expiration of the initial term of this Agreement. You will comply with all the provisions of this Section 15.

(2) Unless you exercise your option to renew the franchise granted under this Agreement in accordance with this Article 15, you have no right to continue to operate the Franchised Business after the expiration of the initial term of this Agreement. If we permit you to continue to operate the Franchised Business after the expiration date, but before you execute a new franchise agreement for a new term as required by Section 15.2 above, then the temporary continuation of the Franchised Business will be on a month-to-month basis and will terminate at our will by giving you written notice of termination at least 30 days before the termination is effective. If the laws of the jurisdiction in which you or the Franchise Business are located require a longer notice period, the thirty-day period will be deemed modified to be the shortest notice period required by the laws of such jurisdiction.

16. DEFAULT AND TERMINATION OF AGREEMENT

16.A. DEFAULT AND TERMINATION.

If you commit any act of default under this Agreement, and you fail to cure the default after any required notice and within the applicable cure period (or such longer period as applicable law may require), or we do not within that time provide notice to Franchisee in writing of its intent not to terminate this Agreement, this Agreement will terminate without further notice to you effective immediately upon expiration of the cure period. You will be in default under this Agreement for any failure to comply with any provision of this Agreement or to carry out the terms of this Agreement in good faith and this Agreement will terminate automatically without any requirement of further notice by us.

16.B. CONDITIONS FOR DEFAULT

We may terminate this Franchise Agreement, effective upon delivery of written notice of termination to you, if:

(1) you (or any of your owners) have made or make any material misrepresentation or omission in acquiring the Franchise or operating your RoboThink Business;

(2) you do not locate, and sign a Lease or purchase document for, an acceptable site for the Premises within four (4) months after the Effective Date;

(3) you do not open your RoboThink Business for business by the earlier of: (a) six months after the Effective Date; or (b) three months after we approve the site for your RoboThink Business;

(4) you (or your Managing Owner) and your manager-level employee do not satisfactorily complete the initial training program;

(5) you abandon or fail actively to operate your RoboThink Business for three (3) or more consecutive business days, unless you close your RoboThink Business for a purpose we approve or because of casualty or government order;

(6) you (or your owners) make or attempt to make any transfer in violation of Section 12;

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

(8) you fail to maintain the insurance we require and do not correct the failure within ten (10) days after we deliver written notice of that failure to you;

(9) you (or any of your owners) engage in any dishonest, unprofessional or unethical conduct which, in our opinion, adversely affects your RoboThink Business's reputation or the goodwill associated with the Marks;

(10) you lose the right to occupy the Premises and fail (a) to begin immediately to look for a substitute site or (b) to locate a substitute site, and to begin operating your RoboThink Business from that substitute site, within ninety (90) days or for a period approved by us;

(11) you (or any of your owners) knowingly make any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information;

(12) you violate any health, safety, or sanitation law, ordinance, or regulation, or operate your RoboThink Business in an unsafe manner, and do not begin to cure the violation immediately, and correct the violation within seventy-two (72) hours, after you receive notice from us or any other party;

(13) you fail to pay us (or our affiliates) any amounts due and do not correct the failure within ten (10) days after we deliver written notice of that failure to you;

(14) you default in the performance of any term, condition, or obligation of payment of any indebtedness to your suppliers or others arising out of the purchase or lease of equipment in connection with the Franchised Business.

(15) you fail to pay when due any federal or state income, service, sales or other taxes due on your RoboThink Business's operation, unless you are in good faith contesting your liability for these taxes;

(16) you understate your RoboThink Business's Gross Sales three (3) times or more during this Agreement's term or by more than five percent (5%) on any one occasion;

(17) you (or any of your owners) (a) fail on three (3) or more separate occasions within any period of twelve (12) consecutive months to comply with this Agreement or (b) fail on two (2) or more separate occasions within any six (6) consecutive month period to comply with the same obligation under this Agreement,

(18) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; your RoboThink Business is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within thirty (30) days; or any order appointing a receiver, trustee, or liquidator of you or your RoboThink Business is not vacated within thirty (30) days following the order's entry;

(19) your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation;

(20) you fail to address any complaint from a student, Third-Party Location or a student's parent or guardian in a manner that is prompt, professional and that complies with System Standards;

(21) you (or any of your owners) fail to comply with any other provision of this Franchise Agreement or any System Standard and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you.

16.C. <u>ASSUMPTION OF MANAGEMENT</u>

We have the right (but not the obligation), under the circumstances described below, to enter the Premises and assume your RoboThink Business's management (or to appoint a third party to assume its management) for any time period we deem appropriate. If we (or a third party) assume your RoboThink Business's management under subparagraphs (1) and (2) below, you agree to pay us (in addition to the Royalty, Fund contributions, Cooperative Program payments and other amounts due under this Agreement) Five Hundred Dollars ($500) per day, plus our (or the third party's) direct out-of-pocket costs and expenses, for up to sixty (60) days after we assume management. We (or the third party) will have the right to pay the expenses of operating your RoboThink Business from its operating bank account.

If we (or a third party) assume your RoboThink Business's management, you acknowledge that we (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations your RoboThink Business incurs, or to any of your creditors for any supplies, products, or other assets or services your RoboThink Business purchases, while we (or the third party) manage it.

We (or a third party) may assume your RoboThink Business's management under the following circumstances: (1) if you abandon or fail actively to operate your RoboThink Business; (2) if you fail to comply with any provision of this Franchise Agreement or any System Standard and do not cure the failure within the time period we specify in our notice to you; or (3) if this Agreement expires or is terminated and we are deciding whether to exercise our option to purchase your RoboThink Business under Subsection 17.D below.

If we exercise our rights under subparagraphs (1) or (2) above, that will not affect our right
to terminate this Franchise Agreement under Subsection 16.B above.

17. OURS AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

17.A. PAYMENT OF AMOUNTS OWED TO US

You agree to pay us within fifteen (15) days after this Franchise Agreement expires or is terminated, or on any later date that we determine the amounts due to us, the Royalties, Fund contributions, Cooperative Program payments, interest and all other amounts owed to us (and our affiliates) which then are unpaid.

17.B. MARKS

When this Franchise Agreement expires or is terminated:

(1) you may not directly or indirectly at any time or in any manner (except with other RoboThink Businesses you own and operate) identify yourself or any business as a current or former RoboThink Businesses or as one of our current or former franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a RoboThink Business in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with us;

(2) you agree to take the action required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(3) you agree to deliver to us within thirty (30) days all signs, sign-faces, sign-cabinets, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to a RoboThink Business that we request and allow us, without liability to you or third parties for trespass or any other claim, to enter the Premises and remove these items from your RoboThink Business;

(4) you agree promptly and at your own expense to make the alterations we specify in our Franchise Operations Manual (or otherwise) to distinguish your RoboThink Business clearly from its former appearance and from other RoboThink Businesses in order to prevent public confusion if we do not have or do not exercise an option to purchase your RoboThink Business under Subsection 17.E below,;

(5) you agree to give us, within thirty (30) days after the expiration or termination of this Franchise Agreement, evidence satisfactory to us of your compliance with these obligations.

17.C. CONFIDENTIAL INFORMATION AND CUSTOMER LIST

You agree that, when this Franchise Agreement expires or is terminated, you will immediately cease using any of our Confidential Information (including computer software or similar technology and digital passwords and identifications that we have licensed to you or that otherwise are proprietary to us or the Franchise System) or Teaching Products in any business or otherwise and return to us all copies of the Franchise Operations Manual and any other confidential materials that we have loaned you. Furthermore, you will provide to us electronic and hard copies of your student list, Third-Party Locations and any other information concerning your students. You will delete any electronic copies of your student list from your Computer System. After delivering copies of your student list to us, you will delete and destroy all other electronic and hard copies of the list.

17.D. OUR RIGHT TO PURCHASE CERTAIN ASSETS OF THE BUSINESS

Upon termination of this Franchise Agreement, or upon expiration of this Franchise Agreement without renewal, we have the right and option, but not the obligation, to purchase the furniture, fixtures and/or computers from your RoboThink Business at a purchase price equal to the then-current book value of the items purchased determined using the straight-line method of depreciation. If we elect to exercise this option, we will deliver written notice to you of our election within thirty (30) days after the date of termination or expiration of this Agreement. We have the right to inspect these items at any time during this thirty-day period. If we elect to purchase any or all of the aforementioned items, we will be entitled to, and you must provide, all customary warranties and representations relating to the purchase, including, without limitation, representations and warranties as to the maintenance, function and condition of the items and your good title to the items (including that you own them free and clear of any liens and encumbrances). If you cannot deliver clear title to all the purchased assets, or if there are other unresolved issues, the closing of the sale will, at our election, be accomplished through an escrow arrangement with an independent escrow agent selected by us.

17.E. CONTINUING OBLIGATIONS

All our and your (and your owners') obligations which expressly or by their nature survive this Franchise Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

17.F. ROSTER OF STUDENTS AND THIRD-PARTY LOCATIONS

Upon termination or expiration of this Agreement, you must cooperate with us and follow our instructions to ensure an orderly transition of the students of the LEARNING CENTER. We may, at our option and without limitation require you to:

(1) transfer some or all the students to another RoboThink Business; or

(2) refund some or all the payments by students or Third-Party Locations for Programs the students have not yet completed; and/or

(3) take such other action as we may direct to ensure the orderly transition of such students.

17.G. REMAINING INVENTORY

Upon termination of this Franchise Agreement, or upon expiration of this Franchise Agreement without renewal, you are required to return any and all remaining RoboThink inventory within 30 days, including but not limited to robotics kits, diagnostic tests, Teaching Products and other related material. If such items are not returned you agree to pay a fee of up to $3.20 per item.

18. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

18.A. INDEPENDENT CONTRACTORS

You and we understand and agree that this Franchise Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors and that nothing in this Franchise Agreement is intended to make either you or us a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, personnel and others as your RoboThink Business's owner under a franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require from time to time.

18.B. NO LIABILITY FOR ACTS OF OTHER PARTY

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

18.C. TAXES

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

18.D. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless us and our respective shareholders, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for all claims, obligations, and damages directly or indirectly arising out of your RoboThink Business' operation, the business you conduct under this Agreement, or your breach of this Franchise Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction.

For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential or otherwise) and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other remedial, corrective, or other actions.

This indemnity will continue in full force and effect subsequent to and notwithstanding this Franchise Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this subparagraph.

19. ENFORCEMENT

19.A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Except as expressly provided to the contrary in this Franchise Agreement, each section, paragraph, term and provision of this Franchise Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Franchise Agreement, which will continue to have full force and effect and bind the parties.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Franchise Agreement requires of this Franchise Agreement's termination or of our refusal to enter into a successor franchise agreement, or some other action that this Franchise Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Franchise Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Franchise Agreement. We may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Franchise Agreement, as though it were separately articulated in and made a part of this Franchise Agreement.

19.B. WAIVER OF OBLIGATIONS

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Franchise Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice

of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days' prior written notice.

We and you will not waive or impair any right, power, or option this Franchise Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Franchise Agreement before its term expires) because of any custom or practice at variance with this Franchise Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Franchise Agreement or to insist upon the other's compliance with this Franchise Agreement, including, without limitation, any System Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other RoboThink Businesses; the existence of franchise agreements for other RoboThink Businesses which contain provisions different from those contained in this Agreement; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

Neither we nor you will be liable for loss or damage or be in breach of this Franchise Agreement if our or your failure to perform our or your obligations results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (2) acts of God; (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (4) any other similar event or cause. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of Royalties or Fund and Cooperative contributions due afterward.

19.C. <u>COSTS AND ATTORNEYS' FEES</u>

If we incur costs and expenses due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Franchise Agreement, you agree, whether or not we initiate a formal legal proceeding, to reimburse us for all of the costs and expenses that we incur, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees.

19.D. <u>RIGHTS OF PARTIES ARE CUMULATIVE</u>

Our and your rights under this Franchise Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Franchise

Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

19.E. <u>ARBITRATION</u>

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

(1) this Franchise Agreement or any other agreement between you (or your owners) and us or any provision of any of such agreements;

(2) our relationship with you;

(3) the scope or validity of this Franchise Agreement or any other agreement between you (or your owners) and us or any provision of any of such agreements (including the validity and scope of the arbitration obligation under this Section, which we and you acknowledge is to be determined by an arbitrator, not a court); or

(4) any System Standard

will be submitted for arbitration to the American Arbitration Association. Except as otherwise provided in this Agreement, such arbitration proceedings will be conducted by one arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association. Arbitration proceedings will be held at a suitable location to be chosen by the arbitrator in Delaware. All matters within the scope of the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.) will be governed by it and not by any state arbitration law.

The arbitrator will include in his or her award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive and declaratory relief and attorneys' fees and costs, provided that: (a) the arbitrator will not have authority to declare any Mark generic or otherwise invalid; and (b) subject to the exceptions in Section 19.H, we and you waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary, treble or other forms of multiple damages against the other. The award of the arbitrator will be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction.

We and you agree to be bound by the provisions of any limitation on the time period by which claims must be brought under this Franchise Agreement or applicable law, whichever expires first. We and you further agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Section 19.C above.

We and you agree that arbitration will be conducted on an individual, not a class wide, basis, that only we (and our affiliates and our and their respective owners, officers, directors, agents and employees, as applicable) and you (and your affiliates and your and their respective owners, officers and directors, as applicable) may be the parties to any arbitration proceeding described in this Section, and that no such arbitration proceeding will be consolidated with any other arbitration proceeding involving us and/or any other natural person, association, corporation, partnership, limited liability company or other entity. Notwithstanding the foregoing or anything to the contrary in this Section or Section 19.A, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 19.E, then all parties agree that this arbitration clause will not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 19 (excluding this Section 19.E).

The provisions of this Section are intended to benefit and bind certain third party non signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Franchise Agreement.

Notwithstanding anything to the contrary contained in this Section, we and you have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. In that case, we and you agree to contemporaneously submit our dispute for arbitration on the merits according to this Section.

19.F. GOVERNING LAW

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY DELAWARE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING

THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SUBSECTION.

19.G. CONSENT TO JURISDICTION

SUBJECT TO SUBSECTION 17.E. ABOVE AND THE PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS FRANCHISE AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN DELAWARE WHERE OUR HEADQUARTERS IS THEN LOCATED. YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, YOU AND YOUR OWNERS AGREE THAT WE MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR YOUR ROBOTHINK BUSINESS IS LOCATED.

19.H. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL

EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SUBSECTION 16.D., AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

19.I. BINDING EFFECT

This Franchise Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Franchise Operations Manual and System Standards, this Franchise Agreement may not be modified except by a written agreement signed by both our and your duly authorized officers.

19.J. LIMITATIONS OF CLAIMS

Except for claims arising from your non-payment or underpayment of amounts you owe us, any and all claims arising out of or relating to this Franchise Agreement or our relationship with you will be barred unless a judicial or arbitration proceeding is commenced within eighteen (18) months from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims.

19.K. CONSTRUCTION

The preambles and exhibits are a part of this Franchise Agreement which, together with the System Standards contained in the Franchise Operations Manual (which may be periodically modified, as provided in Subsections 4.D., 8, and 19.I. above), constitute our and your entire agreement, and there are no other oral or written understandings or agreements between us and you, or oral or written representations by us, relating to the subject matter of this Franchise Agreement, the franchise relationship, or your RoboThink Business (any understandings or agreements reached, or any representations made, before this Franchise Agreement are superseded by this Agreement).

Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us.

Except as provided in Subsections 18.D and 19.E, nothing in this Franchise Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Franchise Agreement.

Except where this Franchise Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated, or completed actions that require our approval. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

References in this Franchise Agreement to "we," "us," and "our," with respect to all our rights and all your obligations to us under this Agreement. "Control" means the power to direct or cause the direction of management and policies.

If two or more persons are at any time the owners of the Franchise and your RoboThink Business, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. References to "owner" mean any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you (or a transferee of this Agreement and your RoboThink Business or an ownership interest in you), including, without limitation,

any person who has a direct or indirect interest in you (or a transferee), this Agreement, the Franchise, or your RoboThink Business and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets.

References to a "controlling ownership interest" in you or one of your owners (if an Entity) mean the percent of the voting shares or other voting rights that results from dividing one hundred percent (100%) of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in you or one of your owners, the determination of whether a "controlling ownership interest" is involved must be made as of both immediately before and immediately after the proposed transfer to see if a "controlling ownership interest" will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer).

"Person" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity.

Unless otherwise specified, all references to the number of days mean calendar days and not business days.

The term "RoboThink Business" includes all the assets of the RoboThink Businesses you operate under this Franchise Agreement, including its revenue and the Lease.

This Franchise Agreement may be executed in multiple copies, each of which will be deemed an original.

20. NOTICES AND PAYMENTS

All written notices, reports, and payments permitted or required to be delivered by this Franchise Agreement or the Franchise Operations Manual will be deemed to be delivered:

(1) at the time delivered by hand;

(2) at the time delivered via computer transmission and, in the case of the Royalty, Fund contributions, and other amounts due, at the time we receive payment via the EDTA;

(3) one (1) business day after transmission by facsimile or other electronic system if the sender has confirmation of successful transmission;

(4) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or

(5) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid.

Any notice to us must be sent to the address specified on the first page of this Franchise Agreement, although we may change this address for notice by giving you notice of the new address. Any notice that we send to you may be sent only to the one (1) person identified on Exhibit FA-I, even if you have multiple owners, at the email or postal address specified on Exhibit FA-I. You may change the person and/or address for notice only by giving us thirty (30) days' prior notice by any of the means specified in subparagraphs (a) through (e) above.

Any required payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before then) will be deemed delinquent.

21. COMPLIANCE WITH LAWS

21.A. COMPLIANCE WITH ANTI-TERRORISM LAWS

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, will constitute good cause for immediate termination of this Agreement, as provided in Subsection 16.B. above.

The parties, intending to be legally bound, have entered into this Franchise Agreement on the date first written above.

SIGNATURES ON NEXT PAGE

ROBOTHINK FRANCHISING CORP: FRANCHISOR

By: ________________________________
(Name and Title)

Date:______________________________

_______________________________________: **FRANCHISEE**

By:_____________________________________
Name and Title

Date:____________________________________

EXHIBIT FA-I

LISTING OF OWNERSHIP INTERESTS

Effective Date: This Exhibit FA-I is current and complete as of _____________, 20___

You and Your Owners

1. **Form of Owner**. (Choose (a) or (b))

(a) **Individual Proprietorship**. List individual(s):

____

____

____

(b) **Corporation, Limited Liability Company, or Partnership.** (CIRCLE ONE) You were incorporated or formed on , under the laws of the State of _____________. You have not conducted business under any name other than your corporate, limited liability company, or partnership name and ____. The following is a list of your directors, if applicable, and officers as of the effective date shown above:

Name of Each Director/Officer	Position(s) Held
________________________	________________________
________________________	________________________
________________________	________________________
________________________	________________________
________________________	________________________
________________________	________________________

2. **Owners**. The following list includes the full name of each person who is one of your owners (as defined in the Franchise Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

Owner's NamePercentage/Description of Interest

(a)	________________________	________________________
(b)	________________________	________________________

(c) ____________________ ____________________

(d) ____________________ ____________________

3. **Name and Address of Person to Receive Notice for Franchise Owner**.

(a) Name:____________________

(b) Postal Address:____________________
____

(c) E-mail Address:____________________

4. **Identification of Managing Owner**. Your Managing Owner as of the Effective Date is ____________________ (must be one of the individuals listed in paragraph 2 above). You may not change the Managing Owner without prior written approval.

ROBOTHINK FRANCHISING CORP: FRANCHISOR

By: ____________________
(Name and Title)

Date:____________________

____________________: FRANCHISEE

By:____________________
Name and Title

Date:____________________

EXHIBIT FA-II

SITE SELECTION ADDENDUM

This Learning Center Location Addendum (the "Addendum") is made and entered into by and between RoboThink Franchising Corp., a Delaware corporation located at ("we," "us," or "our"), and ______________________________, whose principal business address is 651 Broad Street, Suite 206, Middletown, Delaware 19709 and ____________________________ ____ ("you" or "your"), a ________________ _______________________ , whose principal business address is ______________________ _______________________as of the date signed by us and set forth below our signature on this Addendum (the "Effective Date").

The parties hereto agree as follows:

1. **<u>YOUR RESPONSIBILITY TO LOCATE A SITE</u>**

   a. You assume all cost, liability, expense and responsibility for locating, obtaining and developing a site for Business within the Territory, and for constructing and equipping the Business at such site.

   b. You will not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Restaurant unless the site is accepted by us as set forth below.

   c. You acknowledge that the location, selection, procurement and development of a site for the Business is your responsibility; that in discharging such responsibility you will consult with real estate and other professionals of your choosing; and that our acceptance of a prospective site and the rendering of assistance in the selection of a site does not constitute a representation, promise, warranty or guarantee, express or implied, by us that the Business operated at that site will be profitable or otherwise successful.

2. **<u>SITE SELECTION</u>**

   a. We will furnish you with our standard site selection guidelines, including our minimum standards for a RoboThink Learning Center.

   b. Prior to acquiring by lease or purchase a site for the Restaurant, but within ninety (90) days of the date this Franchise Agreement is executed, you will locate a site for the Business that satisfies the site evaluation guidelines provided to you by us. You will submit to us in the form specified by us, a description of the site, including evidence reasonably satisfactory to us demonstrating that the site satisfies our site evaluation guidelines, together with such other information and materials as we may reasonably require, including, but not limited to, a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. We will have thirty (30) days after receipt of this information and materials to approve or disapprove, in our sole discretion, the proposed site as the location for the Business.

c. You acknowledge and agree that our acceptance of a location for the Business is not a warranty or guaranty, express or implied, that you will achieve any specific level of success at the location or that your Business will be profitable. Our acceptance of a location for the Business only signifies that the location has met our then-current minimum criteria for a RoboThink Learning Center.

d. Despite your best efforts, if you have not proposed a suitable site for your Premises, we have the right to extend the Search Period by up to an additional ninety (90) days.

e. If you fail to acquire or lease a site within the Search Period, you will be in default under this Addendum and Franchise Agreement, and we will have the right to terminate the Franchise Agreement and this Addendum pursuant to the terms of Subsection 16.B of the Franchise Agreement.

f. If you elect to purchase the premises for the Restaurant, you will sign and submit our Site Evaluation Agreement and deliver to us a copy of the proposed contract of sale to us for our written acceptance of the location prior to its execution and will furnish to us a copy of the executed contract of sale within ten (10) days after execution. If you will occupy the Premises of the Business under a lease or sublease, you will sign and submit to us our Site Evaluation Agreement and submit a copy of the lease or sublease to us for written approval of location prior to its execution and will furnish to us a copy of the executed lease or sublease within ten (10) days after execution. We will have ten (10) days after receipt of the lease, sublease or the proposed contract of sale to either approve or disapprove such documentation prior to its execution.

g. Upon our approval of a site, and after you secure the site, we will insert its address into Exhibit FA-III of the Franchise Agreement, and it will be the Accepted Location for your RoboThink Learning Center.

3. ZONING CLEARANCES, PERMITS AND LICENSES

a. You are responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the RoboThink Business Premises. Prior to beginning the construction of the Business, you will (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Business, and (ii) certify in writing to us that the insurance coverage specified in Subsection 8.F is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Upon written request, you will provide to us additional copies of your insurance policies or certificates of insurance and copies of all such approvals, clearances, permits and certifications.

4. LEARNING CENTER DEVELOPMENT AND PREPARATION

a. You are responsible for developing the RoboThink Learning Center. We will give you mandatory and suggested specifications and layouts for a RoboThink Learning

Center, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings, and color scheme. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act (the "ADA") or similar rules governing public accommodations for persons with disabilities. It is your responsibility to prepare a site survey and all required construction plans and specifications to suit the Premises and to make sure that these plans and specifications comply with the ADA and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and Lease requirements and restrictions.

b. You agree to send us construction plans and specifications for review before you begin constructing the RoboThink Learning Center and all revised or "as built" plans and specifications during construction. We will require you to use an architect and/or general contractor that we approve to design and construct the RoboThink Learning Center. Because our review is limited to ensuring your compliance with our design requirements, it might not assess compliance with federal, state, or local laws and regulations, including the ADA, as compliance with these laws is your responsibility. We may inspect the Premises while you are developing the RoboThink Learning Center.

c. You agree to do the following, at your own expense, to develop the RoboThink Learning Center at the Premises:

   i. secure all financing required to develop and operate the RoboThink Learning Center;

   ii. obtain all required building, utility, sign, health, sanitation, business, and other permits and licenses;

   iii. construct all required improvements to the Premises and decorate the RoboThink Learning Center according to approved plans and specifications;

   iv. obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating, and installation services;

   v. purchase or lease, and install, all required fixtures, furniture, equipment (including a required or recommended computer, facsimile, and point-of-sale information system), furnishings, and signs (collectively, "Operating Assets") for the RoboThink Learning Center; and

   vi. purchase an opening inventory of authorized and approved Instructional Materials, other products, materials, and supplies to operate the RoboThink Learning Center;

   vii. place or display at the Premises (interior and exterior) only the signs, emblems, lettering, logos, and display materials that we approve from time to time.

5. CONDITION AND APPEARANCE OF YOUR ROBOTHINK BUSINESS

a. You will maintain the condition and appearance of the RoboThink Business, its Operating Assets and the Premises in accordance with System Standards and consistent with the image of a RoboThink Business as an efficiently operated business offering high quality products and services to young students and observing the highest standards of professionalism, cleanliness, sanitation, efficient, courteous service and a pleasant, caring ambiance suited to young students. If you operate a Learning Center Based Business, you must take the following actions during the term of this Franchise Agreement: (1) thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at intervals we prescribe; (2) interior and exterior repair of the Premises; and (3) repair or replacement of damaged, worn out or obsolete Operating Assets;

b. You will place or display at the Premises (interior and exterior) only those signs, emblems, designs, artwork, lettering, logos, and display and advertising materials that we from time to time approve;

c. If, at any time in our reasonable judgment, the general state of repair, appearance or cleanliness of the Premises of your RoboThink Business or its fixtures, furnishings, equipment or signs does not meet our standards, we have the right to notify you, specifying the action you must take to correct the deficiency. If you do not initiate action to correct such deficiencies within ten (10) days after you receive our notice, and then continue in good faith and with due diligence, a bona fide program to complete any required maintenance or refurbishing, we have the right, in addition to all other remedies, to enter the Premises or your RoboThink Business and do any required maintenance or refurbishing on your behalf, and you agree to reimburse us on demand for any expenses we incur in that connection; and

d. On notice from us, you agree to remodel, expand, redecorate, reequip and/or refurnish the Premises and your RoboThink Business to reflect changes in the operations of RoboThink Businesses which we prescribe and require of new franchisees.

6. ENTIRE AGREEMENT

a. This Addendum is an integral part of the Franchise Agreement, and the terms of this Addendum will be controlling with respect to the subject.

b. Nothing in this or any related agreement is intended to disclaim the representations made in the latest franchise disclosure document that we furnished to you.

c. All capitalized terms otherwise defined in this Addendum will have the same meaning as used in the Franchise Agreement. Except as modified or supplemented by this Addendum, you and we ratify and confirm the terms of the Franchise Agreement.

SIGNATURES ON NEXT PAGE

ROBOTHINK FRANCHISING CORP: FRANCHISOR

By: ___________________________________
(Name and Title)

Date:_________________________________

_______________________________________: **FRANCHISEE**

By:____
Name and Title

Date:____

EXHIBIT FA-III

PREMISES AND TERRITORY

1. The Premises of the RoboThink Business will be located at:

____
____
____
____
____

2. The Territory is:

____
____
____
____

ROBOTHINK FRANCHISING CORP: FRANCHISOR

By: ______________________________
(Name and Title)

Date:______________________________

____________________________________: FRANCHISEE

By:___________________________________
Name and Title

Date:__________________________________

EXHIBIT FA-IV

ELECTRONIC TRANSFER AND AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO ROBOTHINK FRANCHISING CORP. (“COMPANY”)

Depositor hereby authorizes and requests ____ (the “Depository”) to initiate debit and credit entries to Depositor’s ☐ checking or ☐ savings account (select one) indicated below drawn by and payable to the order of RoboThink, LLC. by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Depository’s rights with respect to each such charge will be the same as if it were a check drawn by the Depository and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Depository will be under no liability whatsoever.

___________________________________	___________________________________
Name of Financial Institution	Branch

Depository Name: ____

City: _____________________________ State: _______________ Zip Code: ______________

Transit/ABA Number: ___________________________ Account Number: _________________

The authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Depository a responsible opportunity to act on such request.

Depositor: (Please Print)

____

____

____

Date Signed

____

____

Signature(s) of Depositor, as Printed Above

Please attach a voided blank check for purposes of setting up Bank and Transit Numbers.

EXHIBIT FA-V

INTERNET WEB SITES
AND TELEPHONE LISTING AGREEMENT

THIS INTERNET WEB SITES AND TELEPHONE LISTING AGREEMENT (the "Internet Listing and Telephone Listings Agreement") is made and entered into as of the ____ day of _____________, 20____ (the "Effective Date"), by and between RoboThink Franchising Corp. (the "Franchisor"), and ______________________________, a ______________________________ (the "Franchisee").

WITNESSETH:

WHEREAS Franchisee desires to enter into a Franchise Agreement with Franchisor for a RoboThink Business (the "Franchise Agreement"); and

WHEREAS Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Internet Web Sites and Telephone Listing Agreement;

NOW, THEREFORE, for and in consideration of the above conditions and the mutual promises and covenants contained in this Agreement, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained in the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**

All terms used but not otherwise defined in this Internet Web Sites and Telephone Listing Agreement will have the meanings identified in the Franchise Agreement. "Termination" of the Franchise Agreement will include, but will not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **TRANSFER; APPOINTMENT**

   a. **Interest in Internet Web Sites and Listings**: Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to certain domain names, hypertext markup language, uniform resource locator addresses, and access to corresponding Internet Web Sites, and the right to hyperlink to certain Web Sites and listings on various Internet search engines (collectively, the "Internet Web Sites and Listings") related to the Restaurant or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

   b. **Interest in Telephone Numbers and Listings**: Franchisee may acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, yellow-page, and other telephone directory listings (collectively, the "Telephone Numbers and Listings") related to the RoboThink

Business or the Marks (all of which right, title, and interest is referred to in this Agreement as "Franchisee's Interest").

c. **Internet Transfer:** On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately direct all Internet Service Providers, domain name registries, Internet search engines, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Internet Web Sites and Listings: (i) to transfer all of Franchisee's Interest in such Internet Web Sites and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Internet Web Sites and Listings, Franchisee will immediately direct the Internet Companies to terminate such Internet Web Sites and Listings or will take such other actions with respect to the Internet Web Sites and Listings as Franchisor directs.

d. **Telephone Transfer:** if Franchisor directs Franchisee to do so, Franchisee will immediately direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs.

e. **Appointment; Power of Attorney:** Franchisee constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Internet Web Sites and Telephone Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Internet Web Sites and Telephone Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Internet Web Sites and Telephone Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

   i. Direct the Internet Companies to transfer all Franchisee's Interest in and to the Internet Web Sites and Listings to Franchisor;

   ii. Direct the Internet Companies to terminate any or all the Internet Web Sites and Listings; and

   iii. Execute the Internet Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

iv. Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor;

v. Direct the Telephone Companies to terminate any or all the Telephone Web Sites and Listings; and

vi. Execute the Telephone Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

f. **Certification of Termination**: Franchisee directs the Internet Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

g. **Cessation of Obligations**: After the Internet Companies and Telephone Companies have transferred all Franchisee's Interest in such Internet Web Sites and Telephone Listings to Franchisor, as between Franchisee and Franchisor, Franchise will have no further interest in, or obligations under, such Internet Web Sites or Telephone Listings. Franchisee will remain liable to each and all of the Internet Companies and Telephone Companies for the sums Franchisee is obligated to pay such Internet Companies and Telephone Companies for obligations Franchisee incurred before the date Franchisor accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Internet West Site and Telephone Listing Agreement.

3. **MISCELLANEOUS**

a. **Release**: Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Internet Web Sites and Telephone Listing Agreement.

b. **Indemnification**: Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Internet Listing and Telephone Listing Agreement.

c. **No Duty**: The powers conferred on Franchisor by this Agreement are solely to protect Franchisor's interests and will not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event will Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Internet Web Sites and Telephone Listings.

d. **Further Assurances**: Franchisee agrees that at any time after the date of this Internet Web Sites and Telephone Listing Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Internet Listing and Telephone listing Agreement.

e. **Successors, Assigns, and Affiliates**: All Franchisor's rights and powers, and all Franchisee's obligations, under this Internet Web Sites and Telephone Listing Agreement will be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

f. **Effect on Other Agreements**: Except as otherwise provided in this Internet Web Sites and Telephone Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules will remain in effect as provided in the Franchise Agreement.

g. **Survival**: This Internet Web Sites and Telephone Listing Agreement will survive the Termination of the Franchise Agreement

h. **Joint and Several Obligations**: All Franchisee's obligations under this Internet Web Sites and Telephone Listing Agreement will be joint and several.

i. **Governing Law**: This Agreement is governed by and construed under the laws of the State of Delaware, without regard to the application of Delaware's conflict of law rules.

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date on page 1 of this Document.

ROBOTHINK FRANCHISING CORP: FRANCHISOR

By: ________________________________
(Name and Title)

____________________________________: FRANCHISEE

By:______________________________________
Name and Title

EXHIIT FA-VI

GUARANTY AND INDEMNIFICATION

The undersigned, in order to induce ROBOTHINK FRANCHISING Corporation, a Delaware corporation ("Franchisor"), to enter into a ROBOTHINK Franchise Agreement ("the Agreement”) dated the ___________day of_____________, 20___ to or with Franchise _ ____________("Franchisee") irrevocably and unconditionally personally guarantees to Franchisor, its successors or assigns, the prompt, full payment and performance of all financial obligations of Franchisee that are or may become due and owing to Franchisor, arising out of the Franchise Agreement.

The undersigned expressly waives any and all notices and demands. This Personal Guaranty will not be affected by the modification, extension, or renewal of any agreement between Franchisor and Franchisee, the taking of a note or other obligation from Franchisee or others, the taking of security for payment, the granting of extension(s) of time for payment, the filing by or against Franchisee of bankruptcy, insolvency, reorganization or other debtor's relief afforded Franchisee pursuant to the present or future provision of any state or federal law or by the decision of any court, or any other matter, whether similar or dissimilar to any of the foregoing; and this Personal Guaranty will cover the terms and obligations of any such modifications, notes, security agreements, extensions, or renewals. The obligations of the undersigned will be unconditional, notwithstanding any defect in the genuineness, validity, regularity, or enforceability of the Franchisee's obligations or liability to Franchisor, or any other circumstances whether or not referred to herein, which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

This is a continuing, irrevocable, unconditional and absolute guaranty of payment and performance and the undersigned agrees that the undersigned's liability on this Personal Guaranty will be immediate and is not contingent upon the exercise or enforcement by Franchisor of whatever remedies it may have against Franchisee or others, or the enforcement of any lien or realization upon any security Franchisor may at any time possess.

The undersigned further covenants and agrees that as long as Franchisee owes any monies to Franchisor (other than royalty and advertising fee payments that are not past due under Franchise Agreement(s), Franchisee will not pay, and the undersigned will not accept, payment of any part of any indebtedness owed by Franchisee to the undersigned, or any one of the undersigned if more than one person, either directly or indirectly, without the consent of Franchisor.

If this Personal Guaranty is executed by more than one individual, each person executing this Personal Guaranty will be jointly and severally liable for the obligations created herein.

This Personal Guaranty remains in full force and effect until all obligations arising out of and pursuant to the Area Development Agreement and any other agreement between Franchisor and Franchisee (including, but not limited to monetary obligations), including all renewals and extensions thereof, are fully paid and satisfied, notwithstanding the termination or expiration

of the relationship set forth in the Area Development Agreement or any other agreement between Franchisor and Franchisee.

IN WITNESS WHEREOF, the undersigned has (have) executed this Agreement on the date set forth below.

________________________________	______________________________________
(Witness)	(Signature), an individual
	______________________________________
	(Print Name)

Dated____________________, 2020 .

EXHIBIT D

AREA DEVELOPMENT AGREEMENT

Between

ROBOTHINK FRANCHISING CORP

FRANCHISOR

And

____

AREA DEVELOPER

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AREA DEVELOPMENT AGREEMENT

This AREA DEVELOPMENT AGREEMENT is entered into as of the _______ day of ______________, 2022 between __________________(“Franchisor, “ "we," "us," or "our"), a Delaware Corporation and __ ________________________________(“Developer,” “you,” “You” or “your”) a (individual, corporation, LLC, partnership) upon the following terms, conditions, covenants and agreements:

INTRODUCTION

A. RoboThink Franchising Corporation (“Franchisor”) has the right to franchise the concept, which includes the unique Franchisor business system using standardized methods and procedures for opening and operating RoboThink Schools (the "System").

B. The distinguishing characteristics of the System include management and marketing programs, the functional interior and exterior designs, confidential operating procedures, and standards and specifications for services, equipment, and products. These distinguishing characteristics may be changed, improved, and further developed by Franchisor. They are known as "Trade Secrets" and are designated by and identified with the marks described in this Agreement.

C. Franchisor identifies itself by means of certain trade names, service marks, logos, emblems and indicia of origin and other trade names and service marks as are now, or in the future may be, designated by Franchisor for use in connection with the RoboThink Franchise System (“Proprietary Marks”).

D. Franchisor continues to develop, use, and control the use of the Proprietary Marks so that the public will recognize the RoboThink System for the quality education program(s), the products and services developed and marketed through the established system.

E. You recognize the benefits to be derived from being identified with the “System.” You also recognize the value of the Marks and the continued uniformity of the image to you, RoboThink, and other franchisees.

F. The “System” includes the Marks and Franchisor’s trade secrets and procedures for the operation of the RoboThink schools, including videos, audio tapes, marketing, advertising and sales promotion, signs, furnishing and decor, equipment, and accounting and training methods.

G. Developer has applied to Franchisor for the right to develop and operate multiple schools in the Territory (Exhibit ADA I).

H. Franchisor is entering into this Agreement in reliance upon the representations of Developer as to itself and to the person(s) who will participate in the ownership and management of the franchise business. If Developer does not perform the full-time responsibilities required under the Area Development Agreement, Developer may appoint a Director who must have the authority to make decisions on behalf of Developer.

I. Developer has independently investigated the business contemplated by this Agreement and recognizes that the nature of the business may change over time, that an investment in a RoboThink schools involves business risks and that the venture's success depends primarily upon Developer's business abilities, efforts and adaptation to any changes that may occur over time.

THEREFORE, the parties agree as follows:

1 DEFINITIONS

1.1 "Franchise" means the right to own, develop and operate a RoboThink school pursuant to and in accordance with a Franchise Agreement. This Area Development Agreement does not grant a Franchise.

1.2 "Franchisee" means a person or entity granted a Franchise pursuant to a Franchise Agreement.

1.3 "Franchise Agreement" means the then-current form of agreement (including all exhibits, riders and instruments used in connection with the agreement) used by Franchisor to grant franchises to own and operate schools in the Territory where the Development Area is located.

1.4 "Developer" means the entity responsible for opening RoboThink schools under the Area Development Agreement.

1.5 "Development Area" or "Territory" means the geographic area described in Exhibit ADA-I attached to this Agreement.

1.6 "Development Schedule" means the number of schools s to be opened and operated by Developer and the period for doing so, as described on Exhibit ADA-II attached to this Agreement.

1.7 "Development Periods" means the time periods listed under the Development Period column of the Development Schedule.

1.8 "Legal Requirements" mean all laws, ordinances, regulations, rules, administrative orders, decrees and policies of any governmental agency in which the Development Area is located applicable to this Agreement and the opening and operation of RoboThink Schools in the Territory.

1.9 "Payee" means the Franchisor to whom royalty, service and franchise fees are paid (Exhibit ADA-III).

NOW THEREFORE, in consideration of, and in reliance upon, the Introduction, and for valuable consideration, the receipt and sufficiency of which are acknowledged, and in accordance with the terms, conditions, covenants, agreements, representations and warranties in this Agreement, the parties agree as follows:

2 GRANT OF RIGHTS

2.1 Franchisor grants Developer the right to own, operate and develop at a minimum the number of schools listed in the Development Schedule provided Developer fully complies with this Agreement, the Development Schedule, and each Franchise Agreement between Franchisor and Developer or an Affiliate. Developer may open and operate more than the minimum number of schools in any Development Period, upon the prior written approval of Franchisor.

2.2 The rights to use the Trademarks and the System are only granted by the individual Franchise Agreements proposed by the Franchisor. Developer is not granted the right to sub-franchise or to license others to use the Marks or the System, whether within or outside the Development Area. Franchisor reserves the right, without limitation: (i) to own and operate and license others to own and operate RoBoThink schools at locations outside the Development Area on terms that Franchisor deems appropriate; and (ii) to sell the proprietary products of the System to businesses and other distribution channels inside or outside the Development Area.

2.3 Developer must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Mark in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a website.

2.4 Franchisor may apply to register one or more Trademarks with the appropriate governmental agency in the Development Area. Developer agrees that if Franchisor, in its sole discretion, deems it advisable to discontinue the use of the mark, Franchisor has the right to designate a supplemental or substitute trademark or service mark to identify RoboThink schools in the Development Area and such supplemental or substitute trademark or service mark will be included in the meaning of Trademarks. Moreover, it is agreed between the two parties that the Developer does not have the right to register the trademark RoboThink or any intellectual property right belonging to the Franchisor.

2.5 Upon request, Developer agrees to execute registered user agreements, trademark license agreements and/or any other instruments deemed necessary by Franchisor to protect Franchisor's interest in the Trademarks and to register with competent government agencies and departments Developer's right to use the Trademarks designated by Franchisor. Developer agrees to cooperate with, and assist, Franchisor in obtaining governmental approvals. Franchisor will pay all fees for registering the instruments. Developer will not apply for registration as the owner of any of the Trademarks or any trade name, trademark or service mark that Franchisor determines to be in conflict with or to infringe upon any of its Trademarks.

3 **EXCLUSIVITY**. As long as Developer is not in default under this Agreement or any agreement with Franchisor, Franchisor will not operate or grant a franchise to anyone other than Developer to operate any RoboThink schools in the Development Area (Exhibit ADA-I).

4 **TERM**. The term of this agreement is (number of years dictated by development schedule) years and will automatically renew for a similar period provided the developer has not defaulted and is in complete compliance with the terms of this Agreement and all Franchise Agreements. Developer will pay no additional development fees for renewal of the Area Development Agreement but will pay the administrative fee of $1,000, or the then-current administrative fee. If Developer does not wish to renew, Developer must deliver written notice of termination to the Franchisor at least one (1) year prior to the end the applicable term.

5 **CONDITIONS FOR GRANTS OF FRANCHISES**

Franchisor's obligation to grant any of the franchises described in Section 2 is subject in each case to all the following conditions:

5.1 Location Approval. Each proposed location is subject to Franchisor's written approval, which it will not unreasonably withhold. Franchisor will approve or disapprove a proposed location based upon Franchisor’s then-current site selection guidelines and the site selection procedures.

5.2 Lease for Location. Any lease for a proposed location will conform to the requirements of the Franchise Agreement.

5.3 Approval. Franchisor will send Developer written notice of approval or disapproval of a proposed location within thirty days after Franchisor receives a completed site approval package by Developer. In the event the location is disapproved, Franchisor will inform Developer the reason for disapproval. Developer will have a maximum of 30 days from the date Developer received notice the location was not approved to submit an amended site package for approval. Franchisor’s rejection of the amended approval is final.

5.4 Quality Standards. The RoboThink school owned or operated by Developer and Developer’s Affiliates will satisfy Franchisor's standards of operation as evidenced by satisfactory results of Franchisor's inspections.

5.5 Payments of Fees. Developer and every Affiliate of Developer must comply with all payment obligations to Franchisor under all Franchise Agreements and all other agreements to which Franchisor and Developer are parties whether entered into before, after or contemporaneously with the execution of this Agreement.

5.6 Procedure after Approval. Upon its approval of a proposed location, Franchisor will offer Developer a franchise for a school at the location by delivering to Developer a Franchise Agreement for execution by Developer. If required by applicable law, Franchisor will deliver to Developer, together with the Franchise Agreement, all other required documents. Within thirty days after receipt by the Developer, Developer will execute the Franchise Agreement and return it to Franchisor with payment of the applicable initial franchise fee. If Developer fails to execute and return the Franchise Agreement with payment within the thirty-day period, Franchisor may revoke its offer to grant Developer a franchise to operate a RoboThink school at the proposed location and withdraw its approval of the proposed location.

5.7 Identity of Franchise Owner. Developer may execute a Franchise Agreement in Developer's name or in the name of an Affiliate of Developer that meets Franchisor's then-current standards and requirements to become a franchisee.

6 DEVELOPMENT OBLIGATIONS

6.1 Rate. Developer will open the schools according to the Development Schedule and each RoboThink school will remain open and operating for the term specified in its respective Franchise Agreement. If a cause other than a voluntary act of Developer destroys or damages an open and operating RoboThink school so that the RoboThink school cannot continue to operate, Developer will repair and restore the RoboThink school to Franchisor's then-existing specifications at its own cost, subject to the applicable provisions of any lease for the RoboThink school premises. The RoboThink school, or if necessary a RoboThink school at an approved substitute location, will be open and operating no later than three months after the date of the destruction or damage. In the event of any other involuntary cessation of operations, Developer will re-open and recommence operating the RoboThink school no later than five days after the date of cessation of operations. In any of the foregoing circumstances, the RoboThink school will continue to satisfy the Development Schedule. If a RoboThink school ceases to operate for any other reason, or if Developer fails to repair, restore, reopen or recommence operations of a RoboThink school within the specified time, that RoboThink school will no longer satisfy the Development Schedule, which may be cause for Franchisor to terminate this Agreement and the Franchise Agreement for that RoboThink school.

6.2 Application. Franchisor will credit amounts paid under Section 6.2.1 toward the initial franchise fee for the next RoboThink school(s) opened by Developer during the term of this Agreement, and the applicable Franchise Agreement(s) will be modified to reflect the credit.

6.3 Failure to make Payments. Franchisor may immediately terminate this Agreement if Developer fails to timely make the payments under Sections 7.1, 7.2, and 7.3. If Developer fails to fulfill the Development Schedule in any two consecutive Development Periods, this Agreement will terminate at Franchisor's option. Franchisor will extend the Development Schedule by time lost due to delays resulting from acts of God, strikes, civil disturbances, material or labor shortages or restrictions, enforcement of government regulations or requirements and other similar causes beyond Developer's reasonable control, but Developer's inability to pay an obligation or acquire a location will not be deemed to be a cause beyond Developer's control.

6.4 Training and Support. Not later than 60 days after the Effective Date, Developer and its Director and any other management and supervisory personnel as Developer may reasonably designate will attend and satisfactorily complete and pass the initial training program conducted by Franchisor at an operating school or at such other location as the parties may mutually agree. Developer will bear all salaries, travel and living expenses of its personnel in attending the initial training. The number and type of personnel to be used by Franchisor to provide training will be wholly within the discretion of Franchisor, provided, however, that such persons ("Franchisor Trainers") will be sufficiently knowledgeable and capable, individually or together with other Franchisor Trainers, to provide instruction and training regarding RoboThink school operations, financial requirements, marketing and promotions. Such initial training program will be of such duration as Franchisor determines to be necessary to enable Developer to perform its obligations under this Agreement and to operate a RoboThink school.

Beginning with RoboThink school number two in the Development Area, training may be provided at a Developer RoboThink school, provided Franchisor has approved the location. Franchisor has the right to withdraw its approval of a training location if the facility does meet Franchisor's standards for a training center.

6.4.1 RoboThink Opening Support. Franchisor will provide the personnel for training and support team for opening the first Developer RoboThink School. Franchisor will pay for RoboThink training staff salaries for 5 days prior to the opening of the RoboThink school and will pay the housing and transportation for the training staff. This opening and technical assistance will be provided upon 30 days' prior written notice from Developer to Franchisor. The duration of the visit will be mutually agreed upon but should not exceed 5 days. After the first RoboThink school, Franchisor will provide a member of the executive team to oversee the openings at Franchisor's expense. At Developer's request additional staff may be provided, for which Developer will pay all travel, housing, meal expenses and salaries, plus an administrative fee of 25% of staff salaries. At Franchisor's direction, Developer will pay these expenses in advance, by direct payment to third parties or by reimbursement.

6.4.2 Additional Support. Developer has the right at any time after the visit described in Section 6.5.1 to request that Franchisor provide training or operating assistance in the Development Area. Franchisor will, subject to prior commitments, provide personnel for training or operating assistance in such number and pursuant to such schedule as Franchisor and Developer may mutually agree. In connection with any of the visits to the Development Area described in this Section 6.5.2, Developer will pay all salaries, travel, lodging, meals, transportation and other living expenses, reasonably incurred by Franchisor and its employees. At Franchisor's direction, Developer will pay these expenses in advance, by direct payment to third parties or by reimbursement.

6.5 Manuals. Franchisor will loan to Developer a copy of Franchisor's Operations Manual that sets forth the standards, specifications and procedures, prescribed by Franchisor from time to time for operating a RoboThink school. The Operations Manual, any supplements, and all other written materials furnished by Franchisor are collectively referred to as Manuals. Developer may submit for review and approval by Franchisor modifications or changes to the manuals including changes in instruction, marketing and RoboThink school design. Franchisor has sole discretion to approve or disapprove any proposed changes.

6.5.1 Changes. Developer agrees that changes in the standards, specifications, procedures, methods and policies may become necessary or desirable from time to time and agrees to accept and comply with the Manuals as modified or supplemented. Modifications and supplements to the way Developer does business in the Development Area specified in the Manuals may include, without limitation, requirements to upgrade computer and other programs, materials and equipment and will be implemented by Developer within a reasonable time after notification from Franchisor. The changes will not materially increase Developer's obligations or decrease its rights under this Agreement. The Manuals contain the a) specifications for the teaching methods and protocol, videos and audio tapes, other products and materials, interior design specifications; advertising and promotional materials; and b) building and architectural specifications. Developer must hire a local architect in the Development Area to review and revise the plans based on local code and governing requirements.

Any revisions to the design plan must be approved by Franchisor. If there is a dispute as to the contents of the Operations Manual, the version maintained by Franchisor at its principal office will control.

6.5.2 Property. The Manuals are the property of Franchisor, and may not be duplicated, copied, disclosed or disseminated in whole or in part in any manner except with Franchisor's express prior written consent. Developer will maintain the confidentiality and contents of the Manuals. Upon the termination of this Agreement, Developer must return to Franchisor all copies of the Manuals in its possession or control.

6.6 Records. Developer will, at its expense, maintain and preserve at its principal office full, complete and accurate records pertaining to the development and operation of its RoboThink schools within the Development Area. Developer will keep records of its obligations under this Agreement. Developer will keep those records reports as Franchisor may instruct, including site reports information, lease information, supervisory reports, financial condition, and such other as Franchisor may require.

6.6.1 Developer will deliver to Franchisor in the form Franchisor prescribes from time to time:

6.6.1.1 sixty days after the end of Developer's fiscal year, a fiscal year-end balance sheet for Developer and an income statement for such fiscal year (which Franchisor may require that a certified public accountant review the data); and

6.6.1.2 such other data, reports, information and supporting records as Franchisor may reasonably request.

6.6.2 Developer will sign and verify as correct each report and financial statement submitted to Franchisor. Developer will immediately report to Franchisor any events or developments which may have a material adverse impact on the operation of any RoboThink school or Developer's performance under this Agreement.

6.7 Discharge of Financial Obligations. Developer will assume sole responsibility for all fines, suits, proceedings, claims or damages relating to Developer's business, and of all costs, expenses, or liability arising out of or connected to, or because of, any loss of life or injuries and claimed injuries to persons or property sustained in connection with the operation of Developer's business, unless the foregoing are a result from the act, fault, negligence or failure of the Franchisor to act. Developer will pay in a timely manner all of Developer's financial obligations, not only to Franchisor and Franchisor's Affiliates, but also to all third parties if delinquency in payment of the third-party obligations would impair Developer's performance under this Agreement or any Franchise Agreement. This paragraph will not require Developer to pay any third-party obligations while Developer is actively contesting liability in good faith. Developer will pay its financial obligations to a third party if a final court verdict is awarded to the Third Party.

6.8 Conflicts of Interest. Developer will not, without the prior consent of Franchisor, directly or indirectly, solicit or accept from any supplier of goods or services to any Franchisee, any gratuity, payment, or other consideration because of performance by Developer of services under this Agreement. This paragraph does not prohibit any Franchisee (including Developer as the Franchisee of a Developer RoboThink school) from accepting bona fide discounts from suppliers of goods and services to such Franchisee.

6.9 use any such disclosed ideas, Developer Developed Ideas. Developer will promptly and fully disclose to Franchisor any ideas, concepts, instructional materials, methods and techniques developed by Developer relating to the RoboThink school's business, and grant to Franchisor a perpetual royalty-free, exclusive and worldwide right to use and authorize others to concepts, methods and techniques.

7 FEES, COMPENSATION & FINANCIAL REQUIREMENTS

7.1 Development Fee. Developer will pay Franchisor a non-refundable Development Fee of__ __________________________ Dollars ($___________) as follows:

7.1.1 Developer will pay a Development Fee of $17,500 for each RoboThink school that is scheduled to be opened (Exhibit ADA-II Development Schedule).

7.1.2 A minimum of three RoboThink schools is required to enter into an Area Development Agreement. A Development Fee of $52,500 is paid for a minimum of three RoboThink school to be opened pursuant to the Development Schedule.

7.1.3 The Development Fee of $17,500 per RoboThink school is a credited against the Franchise Fee of $35,000 per franchise. Developer pays the remainder of the Franchise Fee ($17,500) at the execution of a lease or the purchase of property for the RoboThink school to be opened according to the Development Schedule.

7.2 Initial Franchise Fee. Notwithstanding the provisions of the then-current RoboThink franchise Agreement regarding Franchise Fees and any applicable discounts: (a) the initial franchise fee for the Franchise Agreement executed by Developer concurrently with this Agreement will be $35,000 and (b) the initial franchise fee for the Franchise Agreements executed by Developer for subsequently developed RoboThink schools under this Agreement will be $35,000.

7.3 Fees are Non-Refundable. All Development and Franchise Fees are fully earned by Payee when paid and are non-refundable.

7.4 Royalty. Developer will pay a monthly royalty of 7% of gross sales or a minimum of $200 per month. Royalty payments commence the first month after execution of the Franchise Agreement and continuing every month throughout the term of the Franchise Agreement (as defined in the Franchise Agreement). All royalty payments will be remitted to Payee (Exhibit ADA-III).

7.5 Franchise Agreement. The Franchise Agreement as proposed by the Franchisor would be the form used for the (number to be opened) RoboThink schools included in this Development Agreement.

8 TRADE SECRETS

8.1 Disclosure. Franchisor possesses confidential information consisting of methods of operation, product specifications, marketing, advertising, purchase and sales statistics and other methods, techniques, formats, specifications, procedures, information, systems, knowledge of and experience in operating RoboThink school (the "Trade Secrets"). Franchisor will disclose some or all the Trade Secrets in the Operating Manual for RoboThink School, the initial training program, and in providing guidance and assistance pursuant to this Agreement and the Franchise Agreements.

8.2 Interest and Use. Developer will acquire no interest in the Trade Secrets other than the right to use them in developing and operating a RoboThink School pursuant to the individual Franchise Agreements executed pursuant to this Agreement and for the said duration contained in the Franchise Agreements. Developer acknowledges that Developer asserts no claim and later will assert no claim to any goodwill, reputation or ownership of the Trademarks by virtue of Developer's licensed or franchised use of them. Developer acknowledges that it would be an unfair method of competition to use or duplicate any Trade Secrets other than in connection with the operation of RoboThink school. Developer will:

8.2.1 not use the Trade Secrets for any purpose other than the operation of RoboThink school pursuant to Franchise Agreements with Franchisor.

8.2.2 maintain absolute confidentiality of the Trade Secrets during and after the term of this Agreement.

8.2.3 not make unauthorized copies of any portion of the Trade Secrets including operations manual disclosed in written form.

8.2.4 adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets, including, without limitation, restrictions on disclosure to employees of Developer and the use of nondisclosure and non-competition clauses in employment agreements with all employees who have access to the Trade Secrets.

8.3 Validity of Trademarks. Developer will not in any way dispute or impugn the validity of the Trademarks, or the rights of Franchisor derived out of them, or the rights of Franchisor or other franchisees of Franchisor to use them during or after the term of this Agreement.

8.4 Assumed Name Registration. If Developer is required to do so by any statute or ordinance, Developer will promptly upon the execution of this Agreement file with competent government agencies or offices, a notice of Developer's intent to conduct Developer's business under the name "RoboThink" Promptly upon the termination of this Agreement for any reason whatsoever Developer will execute and file such documents as may be necessary to revoke or terminate such assumed name registration. If Developer fails to promptly execute and file such documents as may be necessary to effectively revoke and terminate such assumed name registration, Developer hereby irrevocably appoints Franchisor as Developer's attorney-in-fact to do so for and on the behalf of Developer.

8.5 Non-Competition. Developer or a Director approved by Franchisor will be appointed and will exert substantially full-time efforts to the venture that this Agreement contemplates and will deal exclusively with Franchisor. Because of the difficulty in proving unauthorized use of the Trade Secrets and because Developer will have access to the Trade Secrets during the term of this Agreement, Developer and its Principals, officers, directors and key management personnel, may not, during the term of this Agreement, directly or indirectly engage in any business in competition with RoboThink schools, either as a disclosed or beneficial owner, proprietor, partner, shareholder, director, officer, manager, employee, principal, agent, representative, lender or consultant. If Developer is or becomes a corporation or other legal entity, Developer will prohibit its shareholders, directors, officers and employees from engaging in such activities during this Agreement. This provision will preclude not only direct competition, but also all forms of indirect competition, such as consultation for competitive businesses or any assistance or transmission of information of any kind or nature that would assist a business competitor of the System.

8.6 Non-Solicitation. Developer will not hire, approach to hire, use, attempt to use, whether for pay or otherwise, without the prior written consent of Franchisor, any employee, manager, or any other personnel currently employed, or employed within the previous four months, on either a full-time, part-time, temporary, volunteer or any other basis, by Franchisor or another Robo Think franchisee. Developer acknowledges that Franchisor has the right to sell or offer to sell a RoBoThink franchise to any employee, manager or any other personnel currently or formerly employed by Developer. In the event Developer desires to hire an employee or former employee of Franchisor, it may submit the request to Franchisor, and Franchisor has the final decision as to whether Developer may hire the individual. Franchisor may hire an employee or former employee of Developer only with Developer's approval.

8.7 Trademark Changes. Franchisor may change or modify the Trademarks, from time to time, in the Operations Manual, in directives, in supplemental bulletins and/or in the trademarks official Registry,. Developer will accept, use, and display, as may be applicable, any modified Trademarks in accordance with the policies, rules and regulations contained in the Operations Manual, as though they were specifically set forth in this Agreement.

8.8 Termination of Trademark Use. Upon the termination of this Agreement for any reason, Developer will immediately deliver and surrender up to Franchisor each and all the Trademarks, and any physical objects bearing or containing any of the Trademarks. Alternatively, at Franchisor's election, Developer will obliterate or destroy any Trademarks in Developer's possession.

8.9 Non-Use of Trade Name. If Developer is a corporation, it will not use any of the Trademarks or Franchisor's trade name, or any words or symbols that are confusingly similar to them, in whole nor in part, in Developer's corporate name without Franchisor's prior written consent. Developer will not use the words "RoboThink"" or any variant as part of Developer's corporate name without first obtaining Franchisor's express written consent.

8.10 Conflicting and Alternative Names. Franchisor and Developer agree that in the event Developer or any Franchisee is enjoined, restrained, or otherwise prevented from using any of the Trademarks in the Development Area, Developer and the Franchisees may thereafter operate under such alternative names, service marks and/or associated logotypes as are reasonably acceptable to Franchisor. Such right will be the sole remedy of Developer and the Franchisees in such event.

8.11 Prosecution of Infringers. If Developer receives notice or is informed or learns that any third party, which Developer believes to be unauthorized to use the Trademarks, is using the Trademarks or any variant of them or of a claim by any person of any rights in any of the Trademarks, or if Developer's use of any Trademark is challenged, Developer will promptly notify Franchisor in writing of the facts relating to such alleged infringing use, claim of rights or challenge. Franchisor, in its sole discretion, will determine whether or not it wishes to take any action against such third person because of such alleged infringement, claim or challenge. Developer will have no right to make any demand against any such alleged infringer or to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or because such infringement. Developer agrees to execute any instruments and documents, render assistance and take any reasonable action as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain the interests of Franchisor in any Trademark.

8.11.1 Covenant Not to Compete. For a period of five years beginning upon the termination or expiration of this Agreement for any reason, neither Developer, any Principal, nor any member of Developer's immediate family, may have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, manager, consultant, or representative or in any other capacity in, or perform services for any business within the Development Area or, if outside the Development Area, within a three-mile radius of any RoboThink school, which business is the same as or similar to a RoboThink school or which offers items or services which are the same as or similar to those offered by RoboThink school; or

8.11.2 any person, firm or entity that grants or has granted franchises or licenses to others to operate a business that is the same as or similar to a RoboThink school within the Development Area or within a three-mile radius of a RoboThink school that is not within the Development Area, which (a) operates a RoboThink business or has any program similar to the programs and materials used by the RoboThink schools.

8.12 Exceptions. The restrictions of paragraph 8.4 will not prevent any person from owning for investment 5% or less of the total number of shares of capital stock of a publicly held corporation whose stock is listed and traded on a national or regional stock exchange; or RoboThink school operated under Franchise Agreements or other agreements with Franchisor.

9 **PROPRIETARY MARKS**. Developer acknowledges that Franchisor owns or has exclusive rights to the Marks and that Developer's right, if any, to use the Marks derives solely from Franchise Agreements between Developer and Franchisor. Developer may use the Marks only in strict conformity with the terms of the Franchise Agreements. All usage of the Marks by Developer, and all goodwill resulting from such use, will inure to Franchisor's exclusive benefit.

10 ASSIGNMENT

10.1 Assignment by Franchisor. Franchisor has the right to assign this Agreement, or any of its rights and privileges without Developer's prior consent, and Franchisor is not liable for any obligations accruing under this Agreement after the effective date of an assignment; provided the assignee will expressly assume and agree to perform Franchisor's obligations under this Agreement and is reasonably capable of performing them.

10.2 Assignment by Developer. This Agreement has been entered into by Franchisor in reliance upon and in consideration of the singular personal skills and qualifications of Developer and the trust and confidence in Developer or, in the case of a corporate or partnership Developer, the principal officers or partners who will actively participate in the ownership and operation of Developer and the business contemplated under this Agreement. Therefore, neither Developer's interest in this Agreement nor any of its rights or privileges under this Agreement may be assigned or transferred, voluntarily or involuntarily, in whole or in part, by operation of law or otherwise, in any manner, without the prior written approval of Franchisor.

10.2.1 Conditions for Assignment. Franchisor may impose any reasonable condition(s) to the granting of its consent to an assignment. Without limiting the generality of the foregoing, the imposition by Franchisor of the following conditions to its consent to any assignment will be deemed to be reasonable:

10.2.1.1 that the assignee (or the principal officers, shareholders, directors, members or general partners of the assignee in the case of a corporate, limited liability company or partnership assignee) demonstrate that it has the skills, qualifications and economic resources necessary, in Franchisor's judgment, reasonably exercised, to satisfy Developer's obligations including financial obligations under this Agreement and all other agreements proposed to be assigned to such assignee including but not limited to all Franchise Agreements.

10.2.1.2 that the assignment includes an assignment of all the assignor's rights and interest in each and every then existing Franchise Agreement to the same assignee, and that the assignee will expressly assume in writing for the benefit of Franchisor all the obligations of assignor under this Agreement and all other agreements proposed to be assigned.

10.2.1.3 that the assignee will have completed the Franchisor's training program to Franchisor's satisfaction, exercised in good faith.

10.2.1.4 that as of the date of any the assignment, the assignor will not be default of any of its obligations to Franchisor under this Agreement or any other agreement, arrangement or understanding with Franchisor.

10.2.1.5 that the assignee is not then in default of any of obligation to Franchisor under any agreement between the assignee (including its shareholders, officers, directors, members or partners) and Franchisor.

10.2.1.6 that Franchisor is paid a transfer fee of $2,000, which is reasonably required to cover Franchisor's expenses relating to the assignment and a training fee of $1,000.

10.3 Conditions to Assignment. Developer has represented to Franchisor that it is entering into this Agreement with the intention of complying with its terms and conditions itself and not for the purpose of resale of the development rights granted under this Agreement or the individual Franchise Agreements granted pursuant to this Agreement. Therefore, this Agreement may not be assigned prior to the time that at least two of the RoboThink schools to be developed under this Agreement are opened or under construction in accordance with the Development Schedule, or with the ROBOTHINK's approval of an Assignment.

10.4 Security Interest in Developer. Developer does not in any event have the right to pledge, encumber, charge, hypothecate or otherwise give any third party a security interest in this Agreement in any manner without the express prior written permission of Franchisor, which permission may be withheld for any reason whatsoever in Franchisor's sole discretion.

10.5 Developer's Death or Incapacity. Upon the death or physical or mental incapacity of Developer or, if Developer is a corporation, partnership or limited liability company, the owner of a controlling interest in Developer, the executor, administrator or personal representative of such person may transfer Developer's interest in this Agreement or such person's interest in Developer to a third party approved by Franchisor within one year after death or incapacity. All transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same conditions as any inter vivos transfer.

10.6 Assignment for Convenience of Ownership. Developer may, with the written approval of Franchisor, assign this Agreement to a single purpose limited liability company or other entity organized for the sole purpose of operating RoboThink school in which only Developer has an ownership interest. Developer may not use any name confusingly similar to the Marks in the entity's name. However, if Developer assigns this Agreement to a limited liability or other business entity, Developer will guarantee the entity's performance under this Agreement and each Franchise Agreement granted pursuant to this Agreement.

11 FRANCHISOR'S RIGHT OF FIRST REFUSAL

If Developer or any Principal determines to sell, assign or transfer this Agreement or any Franchise Agreement or any ownership interest in Developer, then Developer or the Principal(s) will obtain a bona fide, executed written offer from a responsible and fully disclosed proposed purchaser and submit an exact copy of the offer to Franchisor. Franchisor will have the right, exercisable by written notice delivered to Developer or the Principal(s) within thirty days after Franchisor's receipt of the offer, to purchase the interest for the price and on the terms and conditions contained in the offer, provided that Franchisor may substitute cash for any non-cash form of payment proposed in the offer and that Franchisor will have at least sixty days to prepare for closing. If Franchisor does not exercise this right of first refusal, then for a period of 120 days after delivery of the offer to Franchisor, Developer or its Principal(s) may complete the sale to the proposed purchaser pursuant to and on the terms of the offer, subject to Franchisor's approval as provided in Article 10 of this Agreement. If the sale to the proposed purchaser is not completed within 120 days after delivery of the offer to Franchisor, or if there is a material change in the terms of the sale, then Franchisor will again have the right of first refusal.

12 NON-COMPETITION; CONFIDENTIALITY

12.1 In Term. During the term of this Agreement, neither Developer nor any Affiliate of Developer, nor any officer, director, controlling shareholder of a corporate Developer, partner of a partnership Developer, or member of a limited liability company Developer, or any members of their immediate families who have access to confidential material will, directly or indirectly, own, operate, advise, be employed by, or have any interest in any business whether located within or outside the Development Area that features a RoboThink school or uses any of the propriety procedures or trade secrets of the ROBOTHINKS System. Developer will have the burden of establishing that any activity does not involve the use of benefits provided under this Agreement or constitute unfair competition with Franchisor or other franchisees of Franchisor. In the event of any breach of this Section 12.1, Franchisor will be entitled to name as defendants any persons or entities responsible for the breach and obtain judgment and all available legal and equitable relief against the breaching persons or entities.

12.2 Post-Term. Following the assignment, expiration or termination of this Agreement, for any reason, neither Developer, nor any officer, director, shareholder or a corporate Developer, partner of a partnership Developer, or member of a limited liability company, or any members of their immediate families who have access to confidential material will, directly or indirectly, own, operate, advise, be employed by, or have any interest in any business whether located within or outside the Development Area that is a school or educational business for a period of three years, unless the Franchisor first consents in writing. Developer will have the burden of establishing that any activity does not involve the use of benefits provided under this Agreement or constitute unfair competition with Franchisor or other franchisees of Franchisor. In the event of any breach of this Section 12.2, Franchisor is entitled to name as defendants any persons or entities responsible for the breach and obtain judgment and all available legal and equitable relief against the breaching persons or entities.

12.3 Confidential Information. Developer stipulates that Developer will have and will be deemed to have had access to certain business methods, techniques, specifications, standards, procedures, policies, concepts, systems and knowledge derived from Franchisor's experience in the development, operation and franchising of a RoboThink school. Developer will always during and after expiration of the Term of this Agreement and without regard to geographical location treat as strictly proprietary and confidential all the proprietary information revealed to Developer by Franchisor as confidential ("Confidential Information"). Without limitation, the content of the Operations Manual and all additions, supplements, and modifications of the Operations Manual issued from time to time are stipulated to be Confidential Information. Developer will not disclose Confidential Information to anyone or make any copies of Confidential Information except as may be necessary for performance of Developer's obligations under this Agreement. Developer will take reasonable and prudent measures to prevent Confidential Information from being disclosed to third parties. Developer agrees that the relationship with Franchisor under this Agreement will not vest in Developer any interest in any Confidential Information other than the right to use it pursuant to and in strict accordance with this Agreement, and that any other use whatsoever of the Confidential Information would constitute an unfair method of competition and would cause Franchisor to incur irreparable damage. Developer's covenants with respect to confidentiality survive expiration or earlier termination of this Agreement and will be enforceable by injunction or other equitable remedies to prevent or limit further unauthorized use and disclosure.

12.4 Scope. The parties have attempted in Sections 12.1 and 12.2 to limit Developer's right to compete only to the extent necessary to protect the Franchisor from unfair competition. The parties expressly agree that if the scope or enforceability of Sections 12.1 or 12.2 is disputed at any time by Developer, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provisions enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of either, or both, of said provisions without Developer's consent, at any time or times, effective immediately upon notice to Developer.

13 TERMINATION

13.1 Termination Pursuant to a Material Breach of This Agreement. Franchisor may germinate this Agreement for a material breach by Developer upon 30 business days' prior written notice expressly clarifying the 'fault' or 'omission' unless Developer cures the default within the 30-day period. Material breach, as used in this Agreement, will specifically include the following:

13.1.1 Sale, Assignment & Transfer This Agreement. Any sale, assignment, transfer or encumbrance, by Developer, in whole or in part, of any or all rights and obligations under this Agreement (or any transfer of shares of a corporate Developer or membership interest in a limited liability company Developer), in violation of the terms of this Agreement, or without Franchisor's written consent.

13.1.2 Failure to Meet Development Schedule. Failure of Developer to meet the Minimum Development Obligation within the Development Periods.

13.2 Termination due to Failure to Pay. Notwithstanding the foregoing, Franchisor may terminate this Agreement upon 10 days prior written notice if Developer fails to pay any sums due to Franchisor pursuant to this Agreement unless Developer cures the default within the 10-day period, and may be terminated immediately, with no right to cure, if:

13.2.1 any material portion of Developer's assets are seized, taken over, or foreclosed by a government official in the exercise of official duties, or are seized, taken over after obtaining a final judgment or foreclosed by a creditor or lien holder who has obtained a final judgment against Developer; or a levy of execution is made on the rights granted under this Agreement or on any property of Developer used in the performance of Developer's duties under this Agreement and the execution is not discharged within 10 days after notice of the levy.

13.2.2 Developer or any of its officers, directors or shareholders if a corporate Developer, members or managers if a limited liability company Developer, or partners is a partnership Developer, is convicted of a felony or other criminal misconduct which is relevant to the performance of Developer's duties under this Agreement.

13.2.3 Developer is declared bankrupt, judicially determined to be insolvent, seeks relief under any reorganization or bankruptcy law, or all or a substantial part of Developer's assets are assigned to or for the benefit of any creditor.

13.3 Termination by Reason of a Material Breach of Franchise Agreement. Any material default by Developer or any Affiliate of Developer under any Franchise Agreement between Franchisor and Developer or an Affiliate of Developer will be deemed a default under this Agreement. If the default under the Franchise Agreement is not cured within the cure period, if any, specified in the Franchise Agreement so that Franchisor may terminate the Franchise Agreement, Franchisor may terminate this Agreement and all of the other Franchise Agreements between Franchisor and Developer or an Affiliate of Developer.

13.4 Effect of Termination. Upon the expiration of the Term, or upon the earlier termination of this Agreement, Developer has no further right to construct or open additional Academies and

Franchisor may license others to construct, equip, open, own or operate Academies in the Development Area.

13.5 Continuing Obligations. All obligations of Franchisor and Developer under this Agreement that expressly or by their nature survive the expiration, termination or non-renewal of this Agreement shall continue in full force and effect subsequent to and regardless of expiration, termination or non-renewal until they are satisfied in full or by their nature expire.

13.6 Reservations of Rights. Upon the expiration or termination of this Agreement, Franchisor will have the right, without limitation, to own and operate, or to offer and license others to operate, Academies in the Development Area.

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13.7 No Refund. Developer will not be entitled to a refund or credit for any uncredited portion of the Development Fee upon the termination or expiration of this Agreement.

13.8 Expiration of Agreement. The expiration of this Agreement does not affect the rights of Developer under any Franchise Agreements between Developer and Franchisor.

14 CORPORATE OR PARTNERSHIP DEVELOPER

14.1 Limitations on Activities. If Developer is a corporation, partnership or limited liability company, or if this Agreement is assigned to a corporation, partnership or limited liability company, the corporation, partnership or limited liability company will conduct no business other than the business contemplated under this Agreement and under the Franchise Agreements. All Principals will be bound jointly and severally to perform Developer's obligations under this Agreement and each Franchise Agreement and will represent and warrant their percentage ownership interest and that they are all the persons having an interest in this Agreement. The articles of partnership, partnership agreement, articles of incorporation, articles of organization, by-laws and other organizational documents of the partnership, corporation or Limited Liability Company must recite that the issuance and transfer of any interest in the entity is subject to the restrictions contained in this Agreement. All issued and outstanding stock certificates or membership certificates of a corporation or limited liability company must bear a legend referring to the restrictions in this Agreement.

14.2 Offerings by Developer. Securities or partnership interests ("securities") in Developer may be offered to the public, by public or private offering, only with the prior written consent of Franchisor. All materials required for an offering by federal or state law must be submitted to Franchisor for review prior to being filed with any government agency, or if the materials are to be used in any exempt offering, they must be submitted to Franchisor for review prior to use. No offering by Developer may imply (by use of the trademarks, trade names or service marks of the System or otherwise) that Franchisor is participating in an underwriting, issuance or offering of Developer's securities. Developer will fully indemnify Franchisor in connection with any offering and shall require other participants in the offering to also indemnify Franchisor fully. For each proposed offering, Developer will pay to Franchisor a non-refundable minimum fee of $2,000 or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. Developer shall give

Franchisor written notice at least sixty days before the effective date of any offering or other transaction covered by this section.

14.3 Corporations, Limited Liability Company, Partnership.

14.3.1 If Developer is a corporation, limited liability company or partnership, the name and address of each shareholder, member or partner is listed in the Document named Shareholders, which is attached to and part of this Area Development Agreement.

14.3.2 The address where Developer's financial records, and corporate or partnership records are maintained is:

(address)

14.3.3 Developer will notify Franchisor in writing within 10 days of any change in the information set forth in Section 14.3.2 above.

15 ARBITRATION

15.1 Controversies or Claims. Any controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement, including, without limitation, any claim that the Agreement, or any part, is invalid, illegal or otherwise voidable or void, or the enforcement of any right or obligation which by its nature survives the expiration or termination of the Agreement, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction, provided, however, that this clause will not be construed to prohibit Franchisor from seeking provisional, injunctive or expedited relief in a judicial proceeding to protect its trademarks, trade names, service marks, logotypes, insignia, trade dress, designs, trade secrets and Confidential Information, or to enjoin or restrain Developer from causing irreparable harm to Franchisor pending resolution by arbitration. Any provisional remedy which would be available from a court will alternatively be available from the arbitrator(s), pending (and as part of or after) the arbitration award. Arbitration will be conducted on an individual, not a class-wide, basis. No award in arbitration involving Franchisor will have any effect or preclusion or collateral estoppel in any other adjudication or arbitration. Venue of arbitration will be in, Broward County, U.S.A. This arbitration provision will be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

15.2 Pre-Trial Discovery and Remedies. In any arbitration held pursuant to this Section 14, (a) all pre-trial discovery devices, including, but not limited to, depositions, written interrogatories and requests for production, inspection and copying of documents, and (b) any and all prejudgment remedies, including, but not limited to, attachments, claim and delivery proceedings, temporary protective orders, injunctions and receiverships, will be available to the parties.

15.3 Waiver of Punitive Damages. To the fullest extent permitted by law, the parties (and all guarantors) waive any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them, each will be limited to the recovery of actual damages sustained by it.

16 ENFORCEMENT

16.1 Severability and Substitution of Valid Provisions. Except as expressly provided to the contrary in this Agreement, each provision of this Agreement, and any portion of the provision, will be severable. If any provision or portion of a provision of this Agreement is held invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling by any court or arbitrator with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling will not impair the operation of, or have any other effect upon, other portions of this Agreement which will continue to be given full force and effect and bind the parties. To the extent that Article 8 or any clause or section of Article 8 is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but could be enforceable by reducing any or all of the terms, the provision will be enforced to the fullest extent permissible under the laws and public policies in the jurisdiction where enforcement is sought. If any applicable and binding law or rule of any jurisdiction requires greater prior notice of termination or refusal to renew this Agreement than is required under this Agreement, or some other action not required under this Agreement, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by Franchisor is invalid or unenforceable, the prior notice and/or other action required by that law or rule shall be substituted for the comparable provision of this Agreement, and Franchisor will have the right, in its sole discretion, to modify the invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Developer expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any portion or portions which a court or arbitrator may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with a court or arbitration order.

16.2 Performance/Injunctive Relief. Nothing in this Agreement bars Franchisor's or Developer's right to obtain specific performance of this Agreement and injunctive relief against threatened conduct that will cause it losses or damages, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Developer agrees that Franchisor may have 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 Developer's sole remedy in the event of the entry of an injunction is the dissolution of the injunction, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived).

16.3 Rights of Parties Cumulative. The parties' rights under this Agreement are cumulative. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the exercise or enforcement by that party of any other right or remedy under this Agreement or which the party is entitled by law to enforce.

16.4 Governing Law. The laws of the State of Delaware govern all aspects of this Agreement; however, if this Agreement requires development of a RoboThink school located in a state

other than Delaware and the laws of that state require terms other than those or in addition to those contained in this Agreement, then this Agreement will be deemed modified so as to comply with the appropriate laws of that state, but only to the extent necessary to prevent the invalidity of this Agreement or any provision of this Agreement, the imposition of fines or penalties, or the creation of civil or criminal liability. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability, without invalidating the remaining provisions of this Agreement. Any prohibition against or unenforceability of any provision of this Agreement in any jurisdiction, in Broward it unenforceable in any other jurisdiction. Venue and jurisdiction will be in, Delaware in any action brought by either party. To the extent permitted by applicable law, Developer waives any provision of law that renders any provision of this Agreement prohibited or unenforceable in any respect.

16.5 Costs and Attorney Fees. If Franchisor incurs any expenses to enforce this Agreement, Developer will, upon demand, reimburse Franchisor for all its expenses (including, without limitation, court costs, litigation expenses, reasonable attorney and accounting fees) incurred by Franchisor, whether or not suit is filed.

16.6 Binding Effect. This Agreement is binding upon the parties and their respective executors, administrators, heirs, assigns and successors in interest, and may not be modified except by written agreement signed by both parties.

16.7 Entire Agreement & Construction. The preambles and exhibits are a part of this Agreement, which constitute the entire agreement of the parties. There are no other oral or written understandings or agreements between the parties relating to the subject matter of this Agreement. Nothing in this Agreement is intended, or will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement. Except where this Agreement expressly obligates Franchisor to reasonably approve or not unreasonably withhold its approval of any action or request by Developer, Franchisor has the absolute right to refuse any request by Developer or to withhold its approval of any action or request by Developers. This Agreement may be executed in multiple copies, each of which will be deemed an original. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. Nothing in this or any related agreement is intended to disclaim the representations we made in the latest franchise disclosure document that we furnished to you.

16.8 Force Majeure. Neither party will be liable for loss or damage or deemed to be in breach of this Agreement if their failure to perform their obligation(s) results from: (1) transportation shortages, strikes, inadequate supply of equipment, merchandise, supplies, material, or energy, or the voluntary relinquishing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state, or municipal government or any governmental or quasi-governmental agency; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any governmental or quasi-governmental department or agency (other than an order, requirement or instruction arising out of a violation of law by Developer); (3) acts of God or the public enemy; or (4) acts or omissions of the other party. Any delay resulting from any of these causes will extend performances accordingly or excuse performance, in whole or in part, as may be reasonable, except that such causes will not excuse payments of amounts owed at the time of such occurrence nor extend the term of this Agreement.

16.9 Indemnification. Developer will defend at its own cost and indemnify and hold harmless Franchisor, its affiliates, shareholders, directors, officers, employees and agents, from and against any and all losses, costs, expenses (including attorney fees at all levels), damages, and liabilities arising out of Developer's negligence, breach of contract, or other civil or criminal wrong, resulting directly or indirectly from or pertaining to the conduct of Developer's business.

16.10 Waiver. Failure by either party to require compliance with any of the provisions of this Agreement or enforce any rights under this Agreement will not be construed as the waiver of those rights. Any waiver, including waiver of default, in any one instance, will not constitute a continuing waiver or a waiver in any other instance. Any acceptance of money or other performance by Franchisor from Developer will not constitute a waiver of any default, except as to the payment of the particular payment or performance so received. Should Franchisor at any time agree to reduce Developer's development obligations for any period, such reduction will not constitute a waiver of Developer's obligations for any subsequent period(s). No custom or practice of the parties will constitute a waiver of any provisions of this Agreement, and no delay or failure of Franchisor to exercise any right under this Agreement will constitute a waiver of Franchisor's right to enforce and demand strict compliance within the terms of this Agreement.

17 GENERAL CONDITIONS AND PROVISIONS

17.1 Relationship of Developer to Franchisor. Developer acknowledges that it is an independent contractor and not an employee, agent or legal representative of Franchisor and has no power or authority to bind or obligate Franchisor in any respect whatsoever. Nothing in this Agreement will be construed to create a fiduciary relationship between the parties or make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose. Developer will disclose in all dealings with third parties, including but not limited to, prospective franchisees, Franchisees, suppliers, customers, public officials, Franchisee personnel, that Developer is an independent representative acting under agreement with Franchisor. Developer agrees not to hold itself out as the agent, employee, partner or co-venturer of franchisor, or as having any of the previously mentioned authority. All employees hired by or working for Developer will be employees of Developer and will not, for any purpose, be considered employees of Franchisor or subject to Franchisor control. Developer will not make any express or implied agreements, guarantees or representations, or assume or incur any debt, in the name of or on behalf of Franchisor as a result of the employment.

17.2 Grants Strictly Construed; Reservations of Rights. All rights of any nature granted to Developer are granted on the terms and conditions and subject to the limitations in this Agreement. All grants of rights will be strictly construed. The RoboThink System, the Trademarks, and all goodwill associated with the RoboThink System and the Trademarks remain the sole and exclusive property of Franchisor. Whenever any right is reserved to Franchisor, such reservation is absolute, and Franchisor will in all instances be entitled to exercise such reserved rights in Franchisor's sole discretion. Whenever Franchisor's consent is required under this Agreement, such consent may be withheld in Franchisor's sole discretion, which consent may not be unreasonably withheld, unless this Agreement otherwise expressly provides.

17.3 No Consequential Damages for Legal Incapacity. Neither party will be liable to the other for any consequential damages, including but not limited to lost profits, increased construction or occupancy costs, or other losses, costs and expenses by reason of any legal incapacity during the Term, or other conduct not due to the gross negligence or misfeasance of such party.

17.4 Survival of Covenants. The covenants contained in this Agreement that, by their terms, require performance by the parties after the expiration or termination of this Agreement will be enforceable notwithstanding the expiration or other termination of this Agreement for any reason whatsoever.

17.5 Joint and Several Liability. If either party consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to the other hereunder are joint and several.

17.6 Titles for Convenience. Article and Section titles used in this Agreement are for convenience only and will not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

17.7 Gender. All terms used in any one number or gender extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or paragraph hereof may require.

Notices. All notices, consents, demands, and requests for compliance ("Notices") required or permitted under this Agreement will be in writing. For a Notice to be effective, delivery must be made personally to the party or sent to the party by certified or registered mail return receipt requested, or by recognized courier service which routinely maintains records of delivery or sent by facsimile transmission during normal business hours in the State and actual receipt of such transmission in legible form confirmed in the ordinary course of business. All Notices will be addressed as follows:

If to Franchisor: RoboThink Franchising Corporation
651 Broad Street. Suite 206
Middletown, Delaware 19709
Telephone: 1-800-733-2863
e-mail: infor@myrobothink.com

If to Developer: (Name, Address, Telephone & E-Mail)

Developer will notify Franchisor in writing within 10 days of any change in the information set forth in Section17.8 above.

18 SUBMISSION OF AGREEMENT. This Agreement will not be binding upon Franchisor unless and until it is signed by an officer of Franchisor, and the date of said signing as set forth on the first page of this Agreement will be the effective date of this Agreement.

19 ACKNOWLEDGMENT

19.1 DEVELOPER, FOR ITSELF AND ITS SHAREHOLDERS, MEMBERS AND PARTNERS, ACKNOWLEDGES THAT IT IS ENTERING INTO THIS AGREEMENT AFTER MAKING AN INDEPENDENT INVESTIGATION OF FRANCHISOR'S OPERATIONS AND BUSINESS CONDITIONS IN THE DEVELOPMENT AREA, AND NOT UPON ANY REPRESENTATION AS TO PROFITS WHICH DEVELOPER MIGHT EXPECT TO REALIZE, NOR HAS ANYONE MADE ANY REPRESENTATION THAT IS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT TO INDUCE DEVELOPER TO ACCEPT AND EXECUTE THIS AGREEMENT. DEVELOPER FURTHER ACKNOWLEDGES THAT IT HAS BEEN PROVIDED WITH ALL REQUESTED INFORMATION ABOUT FRANCHISOR AND THE ROBOTHINKSYSTEM. DEVELOPER REPRESENTS THAT IT HAS THOROUGHLY READ AND UNDERSTANDS THIS AGREEMENT AND ALL RELATED DOCUMENTS TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, HAS CONSULTED WITH PROFESSIONAL ADVISORS TO THE EXTENT IT DEEMED NECESSARY TO DETERMINE THE DESIRABILITY OF AN INVESTMENT IN OPENING AND OPERATING ROBOTHINK SCHOOL IN A NEW MARKET, INTENDS TO COMPLY WITH AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND RECOGNIZES THAT, LIKE ANY OTHER BUSINESS, THE ROBOTHINKSYSTEM MAY CHANGE OVER TIME AND INVOLVES FINANCIAL RISK. THE SUCCESS OF THIS BUSINESS VENTURE IS HEAVILY DEPENDENT ON DEVELOPER'S BUSINESS ABILITIES AND EFFORTS.

19.2 DEVELOPER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING RELATED DOCUMENTS, EXHIBITS AND ADDENDUM, IF ANY, AND THAT FRANCHISOR HAS ACCORDED DEVELOPER AMPLE TIME AND OPPORTUNITY TO CONSULT WITH ADVISORS OF DEVELOPER'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT.

19.3 TO FULLEST EXTENT ALLOWED BY LAW, DEVELOPER RELEASES FRANCHISOR FROM ANY CLAIM FOR FAILURE TO COMPLY WITH ANY DISCLOSURE LAW OR LAWS WHICH MAY APPLY TO THE OFFER OR SALE OF THIS FRANCHISE OR THE EXECUTION OF THIS AGREEMENT.

19.4 DEVELOPER ACKNOWLEDGES THAT IT IS FRANCHISOR'S POLICY NOT TO PROVIDE PROJECTIONS OR PREDICTIONS AS TO SALES, COSTS, INCOME OR PROFITS THAT DEVELOPER MIGHT DERIVE FROM THE OPERATION OF A ROBOTHINK SCHOOL, AND THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, INDUCEMENTS, PRO FORMAS, FORECASTS, ESTIMATES OR ANY OTHER INDUCEMENT OR STATEMENT MADE BY FRANCHISOR OR ITS AGENTS, SALESMEN, DIRECTORS, OFFICERS, OR EMPLOYEES, OR ANY OTHER SALESMEN OR OTHER PERSON OR ENTITY REGARDING FINANCING, NET PROFITS, GROSS PROFITS, NET SALES, GROSS SALES, COSTS OR EXPENSES OF FRANCHISOR'S FRANCHISES GENERALLY OR OF ANY SPECIFIC ROBOTHINKFRANCHISE, NOR HAS DEVELOPER RELIED UPON ANY REPRESENTATIONS, WARRANTIES, INDUCEMENTS, PRO FORMAS, FORECASTS, ESTIMATES OR ANY OTHER INDUCEMENT OR STATEMENT MADE BY

FRANCHISOR OR ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES OR SALESMEN OR OTHER ASSOCIATES REGARDING FINANCING, NET PROFITS, GROSS PROFITS, NET SALES, GROSS SALES, COSTS OR EXPENSES OF FRANCHISOR'S FRANCHISES GENERALLY OR OF ANY SPECIFIC ROBOTHINKFRANCHISE OR WITH RESPECT TO ANY OTHER MATERIAL FACT RELATING TO THE DEVELOPMENT OF FRANCHISOR'S FRANCHISES IN THE AREA WHEREIN THE DEVELOPER INTENDS TO LOCATE ITS ROBOTHINKFRANCHISE OR ANY OTHER MATTER PERTAINING TO FRANCHISOR.

19.5 DEVELOPER ACKNOWLEDGES THAT THE EXECUTION OF THIS AGREEMENT IS THE WHOLLY VOLUNTARY ACT OF THE PERSON WHO SIGNED IT.

19.6 DEVELOPER ACKNOWLEDGES THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT CANNOT BE CHANGED OR MODIFIED UNLESS IN WRITING SIGNED BY AN AUTHORIZED CORPORATE OFFICER OF FRANCHISOR.

19.7 DEVELOPER IS AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE DEVELOPERS OF FRANCHISOR MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT(S) IN OTHER DEVELOPMENT AREAS, AND CONSEQUENTLY THAT FRANCHISOR'S OBLIGATIONS AND RIGHTS WITH RESPECT TO ITS VARIOUS DEVELOPERS MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES.

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

ROBOTHINK FRANCHISING LLC: FRANCHISOR

(Notary Seal)

By: ______________________________________
(Name & Title)

DEVELOPER:

By: ____
(Name & Title)

EXHIBIT ADA-I

DEVELOPMENT TERRITORY

ROBOTHINK FRANCHISING CORP: FRANCHISOR

By:____
(Name & Title)

DEVELOPER:

By:____
(Name & Title)

EXHIBIT ADA-II

MINIMUM DEVELOPMENT OBLIGATIONS

Year	Number of RoboThink school Locations Under Contract	Cumulative Number of RoboThink schools to be Opened
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Etc.		
Total Number of RoboThink school		

FRANCHISOR: ROBOTHINKFRANCHISING CORP:

By: ______________________________
(Name & Title)

DEVELOPER:

By: ______________________________
(Name and Title)

EXHIBIT ADA-III

PAYEE FOR FEES

All Area Development, franchise, service and monthly royalty fees are to be paid by the 5th and no later than the 10th of each month credit card or direct deposit to :

PAYEE:

BANK:
Routing Number
BAN number
Swift Code:
Branch:

CREDIT CARD: Name of Company
Credit card Number:
Name on Credit Card
Expiration Date:
Code:

ROBOTHINK FRANCHISING CORP: FRANCHISOR

By:____
(Name & Title)

DEVELOPER:

By:____
(Name & Title)

Dated:______________________________________

EXHIBIT ADA-IV

OWNERS

The full name and mailing address of each person or entity who directly or indirectly owns equity or voting interest in DEVELOPER, and a description of the interest, is as follows:

Ownership Position

Name:
Address:
Telephone:
E-Mail:

Name;
Address
Telephone
E-Mail

Name:
Address:
Telephone:
E-Mail

FRANCHISOR: **ROBOTHINK FRANCHISING CORP**

By:____
(Name & Title)

DEVELOPER:

By:____
(Name & Title)

Dated:____

EXHIBIT ADA -V

CURRENT FORM OF FRANCHISDE AGREEMENT

FRANCHISOR: **ROBOTHINK FRANCHISING CORP**

By:____
(Name & Title)

DEVELOPER:

By:____
(Name & Title)

Dated:______________________________________

EXHIBIT ADA-VI

IRREVOCABLE POWER OF ATTORNEYTO ASSIGN TELEPHONE NUMBER

________________________________ ("Franchisee") does hereby irrevocably constitute and appoint RoboThink Franchising Corporation, A Delaware corporation, the true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, maybe necessary or advisable for the sole purpose of assigning to Franchisor all of Franchisee's right, title and interest in and to any and all telephone numbers of Franchisee's franchise and all related Yellow Pages, White Pages and other business listings, including but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone service company providing telephone services for Franchisee, hereby granting unto Franchisor full power and authority to do and perform any and all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, hereby ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with Franchisor will be required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to Franchisor. Any person, firm or corporation dealing with Franchisor shall be fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee will not take any action against any person, firm or corporation acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Franchisee by Franchisor will be deemed to include such a certificate on the part of Franchisor, whether or not expressed. This paragraph will survive any termination of this Power of Attorney.

This Power of Attorney will terminate two years following the expiration or termination of the Franchise Agreement dated evenly herewith between Franchisor and Franchisee. The termination, however, will not affect the validity of any act or deed of Franchisor prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable Power of Attorney coupled with an interest. This instrument is executed and delivered in the State of Delaware and the laws of the State of Delaware and will govern all questions as to its validity and the construction of its provisions. The undersigned has signed this instrument on_______________.

FRANCHISEE:

By: ____
Its: ____
STATE OF _________________ }
COUNTY OF_______________} Ss.
Acknowledged and subscribed before me,
A Notary Public in and for said County and
State on ________________________________

____
NOTARY PUBLIC

EXHIBIT E

GENERAL RELEASE

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of ______________, 20___ by and between ROBOTHINK FRANCHISING CORP., a Delaware corporation. located at 37 Sherwood Terrace, Suite 122, Lake Bluff IL, 60044 (the "Franchisor"), and _____________ _________________________a(n) corporation located at _____________ ("Franchisee"), and___ ______________________________________, a (shareholder, director, officer of Franchisee).

Franchisor and Franchisee are parties to a Franchise Agreement dated_______________________ ______, (the "Franchise Agreement") pursuant to which Franchisor granted to Franchisee a franchise to operate a RoboThink Business.

The parties to this Agreement, in exchange for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and in reliance upon the representations, warranties, and comments, do agree as follows:

1. **Release by Franchisee**:

Franchisee, its successors and assigns, hereby release and forever discharge the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Franchisee may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date of this Agreement, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement. Franchisee further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Franchisee breaches any of the promises, covenants, or undertakings made in this Agreement by any act or omission, Franchisee will pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Franchisee represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released has been assigned or transferred by Franchisee party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand

or suit is made or instituted against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection with such action. It is further agreed that this indemnification and hold harmless agreement will not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Delaware law governs the validity and interpretation of this Agreement, as well as the performance due under the Agreement. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. If any action is filed to interpret any provision of this Agreement, or to enforce any of the terms, the prevailing party will be entitled to its reasonable attorneys' fees and costs and the action must be filed in the State of Delaware.

6. This Agreement may be signed in counterparts, each of which is binding against the party executing it and considered as the original.

IN WITNESS WHEREOF, the parties to this Agreement intending to be legally bound, have executed this agreement effective as of the date on page 1 of this Document.

ROBOTHINK FRANCHISING CORP: FRANCHISOR

By: ________________________________
(Name and Title)

____________________________________: FRANCHISEE

By:______________________________________
Name and Title

EXHIBIT F

ASSIGNMENT OF FRANCHISE AGREEMENT AND GUARANTY

This Agreement, made as of the __________ day of __________________, 20____, by and among, name of Individual ("Assignor"), ____name of company_ _____________ ("Assignee"), and ROBOTHINK FRANCHISING CORP., a Delaware corporation ("Franchisor").

INTRODUCTION:

A. Franchisor and Assignor did enter into a Franchise Agreement dated ____________________ ____, 20___ (the "Franchise Agreement") pursuant to which Assignor became entitled to certain rights and privileges to operate RoboThink Businesses at ____("the Location") in ________ ____, subject to certain duties and obligations, all as more particularly described in the Franchise Agreement; and

B. Assignor desires to transfer all of Assignor's right, title and interest in and to the Franchise Agreement as it relates to the Assignee, and Assignee is desirous of accepting the transfer; and

C. A transfer is not effective and of no force or effect without the consent of Franchisor.

Now, Therefore, in consideration of the sum of $10.00, and other good and valuable consideration exchanged among the parties, the receipt and sufficiency of which are hereby acknowledged, it is AGREED:

1. Assignor sells, grants, assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Franchise Agreement for the RoboThink Business at the Location.

2. Assignee expressly assumes all the terms, covenants, conditions and terms under the Franchise Agreement, and expressly agrees to be bound by the terms, covenants, conditions and terms of the Franchise Agreement.

3. The assignment of the Franchise Agreement by Assignor does not constitute a novation between Franchisor and Assignor, and Franchisor's consent to the assignment does not in any manner relieve or release Assignor from responsibility, financial or otherwise, under the Franchise Agreement. Assignor unconditionally guarantees the performance by Assignee of all of the terms, covenants, conditions and terms of the Franchise Agreement, and expressly guarantees payment by Assignee of all sums payable by Assignee to Franchisor pursuant to the Franchise Agreement or any renewal, extension or modification, and pursuant to other contract(s) entered into in connection with the Franchise Agreement.

In connection with Assignor's unconditional guaranty, Assignor consents and agrees that: (1) his or her liability shall be joint and several; (2) he or she shall render any payment or performance required under the Franchise Agreement upon demand if Assignee fails or refuses to do so punctually; (3) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Assignee or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Assignee 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 shall in any way modify or amend Assignor's guaranty, which will be continuing and irrevocable during the term of the Franchise Agreement.

4. The parties expressly ratify and reaffirm the Franchise Agreement, and the terms, covenants, and conditions contained in the Franchise Agreement.

5. Nothing contained in this Agreement will in any way modify or abrogate any requirement(s) in the Franchise Agreement with respect to any further or future assignment of the Franchise Agreement, or the rights or obligations under the Franchise Agreement.

6. Franchisor consents to the Assignment of the Franchise Agreement subject to terms of this Agreement.

In Witness Whereof, the parties have set their respective hand and seal as of the day and year indicated on page 1 of this Document.

ASSIGNOR:

By: ____
(Individual Name)

ASSIGNEE: (COMPANY NAME)

By:____
(Name and Title)

ROBOTHINK FRANCHISING CORP: FRANCHISOR

By: ____
(Name and Title)

EXHIBIT G

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

(for trained employees, shareholders, officers, directors, general partners, managing owner, members and managers of Franchisee)

THIS CONFIDENTIALITY AND NON-COMPETITION (“Agreement”) is made and entered into this ____
day of ____
______, 20__, by and among ROBOTHINK FRANCHISING CORP., a Delaware Corporation (“Franchisor”), ______(name of company)_______(“Franchisee”) and___ ____(name of individual_____________________(shareholder, director, officer, manager, employee or other title) of Franchisee)
,
I hereby acknowledge and agree that:

1. Pursuant to a Franchise Agreement dated _______________, 20___ (the “Franchise Agreement”), Franchisee has acquired the right and franchise from RoboThink Franchising Corp.(the “Company”) to establish and operate a RoboThink Business (the “Franchised Business”) and the right to use in the operation of the Franchised Business the Company’s trade names, service marks, trademarks, logos, emblems, and indicia of origin (the “Marks”), as they may be changed, improved and further developed from time to time in the Company’s sole discretion, only at the following authorized and Accepted Location: ___________________________ (the “Accepted Location”).

2. The Company, as the result of the expenditure of considerable time, skill, effort and resources has developed and owns a distinctive format and system (the “System”) relating to the establishment and operation of Franchised Businesses which are education enrichment services offering but not limited to classes, camps and workshops in the fields of engineering, science, math, robotics and coding. The Company possesses certain proprietary and confidential information and materials relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Business (the “Confidential Information”).

3. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential will be deemed to be Confidential Information for purposes of this Agreement.

4. As ____________ of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, the Company’s Confidential Franchise Operations Manuals, and other general assistance during the term of the Franchise Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I will hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as ________________ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. Except as otherwise approved in writing by the Company, I will not, while in my position with the Franchisee, either directly or indirectly for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any food service business which: (a) is the same as, or substantially similar to, a Franchised Business; or (b) offers to sell or sells any products or services which are the same as, or substantially similar to, any of the products offered by a Franchised Business (a "Competitive Business"); and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Competitive Business that is, or is intended to be, located at or within:

    a. Franchisee's Territory, as defined in the Franchise Agreement
    b. Five (5) miles of Franchisee's Territory; or
    c. Five (5) miles of any Franchised Business operating under the System and the Marks.

   The prohibitions in this Paragraph 7 do not apply to my interests in or activities performed in connection with a Franchised Business. This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

8. I agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that the Company will have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

10. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate or justify any violation of this Agreement.

11. This Agreement will be construed under the laws of the State of Delaware. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

FRANCHISOR: ROBOTHINK FRANCHSING CORP.

By: ____
(Name and Title)

FRANCHISEE: (Company Name)

By: ____
(Name and Title if Company)

____
(Print Individual Name)

____
[Signature]

SIGNATURES CONTINUE ON NEXT PAGE

FRANCHISEE: (Insert Individual's Name if not a company)

.

____

(Signature if Franchise in Individual's Name)

DATED:____________________________________

EXHIBIT H

FRANCHISE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you are aware, you are preparing to enter into a Franchise Agreement with RoboThink Franchising Corp. ("Franchisor") for the operation of a RoboThink Business. The purpose of this Questionnaire is to determine whether any statements or promises were made to you, either orally or in writing, that Franchisor has not authorized or that may be untrue, inaccurate, or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

If you intend to purchase an existing Franchised Business from an existing franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of ours. The questions below do not apply to any communications that you had with the transferring franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _______ No _______

2. I had my first face-to-face meeting with a Franchisor representative on _____________________, 20___.

3. Have you received and personally reviewed the Franchise Agreement, each Exhibits, addenda, and/or related agreements provided to you?

Yes _______ No _______

4. Do you understand all the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _______ No _______

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

____
____
____
____
____
____
____

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes _______ No _______

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _______ No _______

7. Do you understand all the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _______ No _______

If no, what parts of the Disclosure Document and/or any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

____
____
____
____
____
____

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other personal advisor?

Yes _______ No _______

If no, do you wish to have more time to do so?

Yes _______ No _______

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _______ No _______

NOTE: Questions 10 through 16 do NOT relate to information you may have been given directly by any franchisees of the RoboThink Franchising Corp.

10. Has any person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _______ No _______

11. Has any person speaking on behalf of the Franchisor made any statement or promise regarding

the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes _______ No _______

12. Has any person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _______ No _______

13. Has any person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _______ No _______

14. Has any person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _______ No _______

15. Has any person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes _______ No _______

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _______ No _______

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _______ No _______

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, to whom?

____

____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-16, please leave the following lines blank.

____
____
____
____

I signed the Franchise Agreement and Addenda on ______________________, 20 ____ and acknowledge that no Agreement and Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

____
____
____
____

C. You acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti- terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

i. a person or entity listed in the Annex to the Executive Order;

ii. a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

iii. a person or entity who assists, sponsors, or supports terrorist or acts of terrorism; or

iv. owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this_______day of________________, 20____.

FRANCHISEE: _____________________________

By:____ Date: ___________________________

Its ____(name & Title)___________________________

EXHIBIT I

CURRENT FRANCHISEES

CALIFORNIA

RoboThink Chula Vista
Javier Rosales
2017 Clearwater Place
Chula Vista, CO 91913
chulavista@myrobothink.com
714-452-7281

RoboThink Santa Clara
Arpit Thakrar
1903 Mountain Creek Ct.
San Jose, CA 95148
santaclara@myrobothink.com
408-930-5343

COLORADO

RoboThink Boulder, CO
Minjung Kim
400 S McCaslin Blvd, @206
Louisville, CO 80027
boulder@myrobothink.com
303-656-9150

GEORGIA

RoboThink Duluth, GA
Kavitha Selvan
5950 Bethelview Road
Cumming, GA 30040
Duluth@myrobothink.com
470-239-8957

NEW JERSEY

RoboThink Central New Jersey
Cheryl Taylor
4 Vreeland Road
Florham Park, NJ 07932
centralnj@myrobothink.com
908-803-8487

NEW YORK

RoboThink Western New York
Sharon Suchak
1620 Hopkins Rd
Buffalo NY, 14221
westernny@myrobothink.com
716-320-1490

TENNESSEE

RoboThink Middle Tennessee
Lisa Hayes
2020 Fieldstone Parkway Ste 900-197
Franklin, TN 37069
middletn@myrobothink.com
615-925-2467

RoboThink Nashville
Jordan Buser
2205 Georgian Cir.
Franklin, TN 37067
Nashville@myrobothink.com
615-925-2467

VIRGINIA

Chelsea Hong
8231 Crestwood Heights Drive, #410
McLean, VA 22102
fairfax@myrobothink.com
703-678-3271

EXHIBIT J

FORMER FRANCHISEES

DELAWARE

RoboThink Sussex
Aliaksandra Hare
16698 Kings Hwy, Suite D
Lewes, DE 19958
302-966-9595

FLORIDA

RoboThink Weston, FL
Jose Salazar
1495 Garden Rd.
Weston, FL 33326
Westbroward@myrobothink.com
954-609-9165

NEW JERSEY

RoboThink Closter
Yunjung Chang
317 Harrington Ave. Suite #4
Closter, NJ 07624
closter@myrobothink.com
201-989-2112

RoboThink Ridgefield
John Kim
470 Broad Ave. #B
Ridgefield, NJ 07657
Ridgefield@myrobothink.com
201-941-6939

NEVADA

RoboThink Henderson
Victor Kwan
2470 St. Rose Parkway, Suite 205
Henderson, NV 89074
henderson@myrobothink.com
+1 (702)997-5788

OHIO

RoboThink Cleveland, OH
Bratin Biswas9313 W. Hampton Dr. North
Royalton, OH 44133
greatercleveland@myrobothink.com
203-308-8228

EXHIBIT K

FRANCHISE ORGANIZATIONS WE HAVE CREATED

NONE

EXHIBIT L

OPERATIONS MANUAL TABLE OF CONTENTS FOR THE ROBOTHINK BUSINESS

Section B

Pre-Opening Procedures

EXHIBIT M

FINANCIAL STATEMENTS

TAXON CORP.

CERTIFIED PUBLIC ACCOUNTANTS

1190 SOUTH ELMHURST ROAD SUITE 203 MOUNT PROSPECT, ILLINOIS 60056
PHONE: 847-364-9933 FAX: 847-364-9955

CONSENT OF INDEPDENENT AUDITOR

As independent certified public accountants, we hereby consent to the use of our audit reports dated December 31, 2019, January 8, 2020, and February 17, 2022 . These audited statements are included and made part of the franchise application of RoboThink Franchising Corporation that is filed with the appropriate state authorities in the states requiring registration of the offer of franchises.

Signature of Auditor

Date: March 31, 2022

TAXON CORP.
CERTIFIED PUBLIC ACCOUNTANTS

1190 SOUTH ELMHURST ROAD SUITE 203 MOUNT PROSPECT, ILLINOIS 60056
PHONE: 847-364-9933 FAX: 847-364-9955

CONSENT OF INDEPDENENT AUDITOR

As independent certified public accountants, we hereby consent to the use of our audit reports dated January 1, 2020, and December 31, 2020. These audited statements are included and made part of the franchise application of RoboThink Franchising Corporation that is filed with the appropriate state authorities in the states requiring registration of the offer of franchises.

____
Signature of Auditor

Date: April 2nd , 2021

ROBOTHINK FRANCHISING CORPORATION

FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2021 AND FOR THE PERIOD
FROM JANUARY 1, 2021 TO DECEMBER 31, 2021
AND INDEPENDENT AUDITOR’S REPORT

TABLE OF CONTENTS

TAXON CORP.
CERTIFIED PUBLIC ACCOUNTANTS
1190 SOUTH ELMHURST ROAD SUITE 203 MOUNT PROSPECT, ILLINOIS 60056
PHONE: 847-364-9933 FAX: 847-364-9955

Independent Auditor's Report

To the Board of Directors of
RoboThink Franchising Corporation

We have audited the financial statements of RoboThink Franchising Corporation which comprise the Balance Sheet as of December 31, 2021, and the related statement of Income, Shareholders' Equity, and Cash Flows for the period from January 1, 2021 to December 31, 2021 and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design

audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RoboThink Franchising Corporation as of December 31, 2021, and the results of its operations and cash flows for the period from January 1, 2021 to December 31, 2021 in accordance with accounting generally accepted in the United States of America.

In May 2014, FASB issued Topic 606, with several clarifying updates issued subsequently. In conjunction with Topic 606, a new subtopic, ASC 340-40, *Other Assets and Deferred Costs – Contracts with Customers*, was also issued. The updated standard replaces most existing revenue recognition and certain cost standards under U.S. GAAP, including industry-specific standards. Collectively, Topic 606 and Subtopic 340-40 are referred to as "ASC 606." ASC 606 requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Company adopted ASC 606 effective January 1st, 2021, using the modified retrospective transition method.

Taxon Corp

Mount Prospect, Illinois
February 17, 2022

Taxon

ROBOTHINK FRANCHISING CORPORATION
BALANCE SHEET
AS OF DECEMBER 31, 2021 AND 2020

	2021	**2020**
ASSETS		
CURRENT ASSETS		
CASH AT BANK	$110,571	$126,115
TOTAL CURRENT ASSETS	$110,571	$126,115
NON-CURRENT ASSETS		
INTANGIBLE ASSETS (NOTE 3)	$50,000	$50,000
TOTAL NON-CURRENT ASSETS	$50,000	$50,000
TOTAL ASSETS	$160,571	$176,115
LIABILITIES AND SHAREHOLDERS' EQUITY		
LIABILITIES		
CURRENT LIABILTIES		
CORPORATE TAXES PAYABLE	$0	$1,124
TOTAL CURRENT LIABILTIES	$0	$1,124
NON-CURRENT LIABILTIES		
LOAN FROM SHAREHOLDERS	$223,200	$169,000
TOTAL NON-CURRENT LIABILTIES	$223,200	$169,000
TOTAL LIABILITIES	$223,200	$170,124
SHAREHOLDERS' EQUITY		
CAPITAL STOCK	$100	$100
RETAINED EARNINGS	-$62,729	$5,891
TOTAL SHAREHOLDERS' EQUITY	-$62,629	$5,991
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$160,571	$176,115

See accompanying notes to the financial statements

ROBOTHINK FRANCHISING CORPORATION

STATEMENT OF INCOME

PERIOD FROM JANUARY 1 TO DECEMBER 31, 2021 AND 2020

	2021	2020
REVENUE		
Accounting Service	$16	$0
Consulting	$0	$15,000
Royalty	$400	$101,144
TOTAL REVENUE	$416	$116,144
OPERATING EXPENSE		
Advertising and Promotion	$14,680	$14,500
Automobile	$367	$365
Bank Service Fees	$130	$61
Licenses and Permits	$350	$2,050
Commission	$20,685	$70,338
Telephone and Internet	$400	$574
Meals and Entertainment	$0	$319
Office	$94	$979
Postage and Delivery	$0	$310
Professional Fees	$5,475	$2,500
Rent	$11,112	$18,512
Research & Development	$15,000	$0
Repair and Maintenance	$0	$50
Travel	$0	$382
Utilities	$1,867	$1,189
TOTAL OPERATING EXPENSE	$70,160	$112,129
NET ORDINARY INCOME	-$69,744	$4,015
OTHER INCOME		
PRIOR CORPORATE INCOME TAX	$1,124	
SBA GRANT	$0	$3,000
TAX EXPENSE		
FEDERAL CORPORATE INCOME TAX	$0	$843
STATE CORPORATE INCOME TAX	$0	$281
NET INCOME AFTER INCOME TAX	-$68,620	$5,891

See accompanying notes to the financial statements

ROBOTHINK FRANCHISING CORPORATION
STATEMENT OF SHAREHOLDERS' EQUITY
PERIOD FROM JANUARY 1 TO DECEMBER 31, 2021 AND 2020

	COMMON STOCK		RETAINED EARNINGS	TOTAL
	SHARES	VALUE		
BALANCE, JANUARY 1, 2021	1000.	$100	$5,891	$5,991
COMMON STOCK ISSUED	-	$0		$0
NET INCOME/LOSS			-$68,620	-$68,620
BALANCE, DECEMBER 31, 2021	1000.	$100	-$62,729	-$62,629

See accompanying notes to the financial statements

ROBOTHINK FRANCHISING CORPORATION

STATEMENT OF CASH FLOWS

PERIOD FROM JANUARY 1 TO DECEMBER 31 , 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
NET INCOME	-$68,620	$5,891
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
INCREASE (DECRESE) IN TAXES PAYABLE	-$1,124	$1,124
NET CASH PROVIDED/(APPLIED TO) OPERATING ACTIVITIES	-$69,744	$7,015
CASH FLOWS FROM INVESTING ACTIVITIES		
PURCHASE OF INTANGIBLE ASSETS	$0	-$50,000
NET CASH PROVIDED/(USED IN) BY INVESTING ACTIVITIES	$0	-$50,000
CASH FLOWS FROM FINANCING ACTIVITIES		
LOAN FROM SHAREHOLDERS	$92,000	$49,000
LOAN PAID BACK TO SHAREHOLDER	-$37,800	$0
NET CASH PROVIDED/(USED IN) BY FINANCING ACTIVITIES	$54,200	$49,000
NET INCREASE(DECREASE) IN CASH AND CASH EQUIVALENTS	-$15,544	$6,015
CASH AND CASH EQUIVALENTS BEGINNING OF THE PERIOD	$126,115	$120,100
END OF THE PERIOD	$110,571	$126,115
SUPPLEMENTAL DISCLOSURES		
CASH PAID FOR INTEREST	$0	$0
CASH PAID FOR INCOME TAX	$0	$0

See accompanying notes to the financial statements

ROBOTHINK FRANCHISING CORPORATION
NOTES TO FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2021

NOTE 1 – NATURE OF OPERATION

RoboThink Franchising Corporation (the "Company") was incorporated on October 8, 2019 in the state of Delaware. The name of the Company has changed from Life and Science Franchising Corporation to RoboThink Franchising Corporation on December 16, 2019.

As of December 31, 2021, the Company's shareholders are as follows:

Name of shareholder	Number of shares owned	Percentage of ownership (%)
JOON HEE PARK	410	41%
SOONGYU PARK	200	20%
JUNE AE PARK SON	190	19%
SEHO KIM	85	8.5%
HANHYEONG JEONG	85	8.5%
MEE KYUNG SHIN	30	3%
TOTAL	1,000	100%

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist in understanding the Company's financial statements. These accounting policies conform to accounting principles, generally accepted in the United States of America, and have been consistently applied in the preparation of the financial statements.

Use of Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles in the United States of America, requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, disclosures of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Income Taxes

The Company is treated as a "C" corporation for federal income tax purposes. Consequently, The Company is recognized as a separate taxpaying entity and conducts business, realizes net income or loss, pays taxes and distributes profits to shareholders.

The profit is taxed to The Company when earned, and then is taxed to the shareholders when distributed as dividends. This creates a double tax. The Company does not get a tax deduction when it distributes dividends to shareholders. Shareholders cannot deduct any loss of the corporation.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

NOTE 3 – INTANGIBLE ASSETS

On January 6, 2020, RoboThink Franchising Corporation purchased the assets of the US franchising division of RoboThink, LLC. for $50,000 and received the perpetual rights to the RoboThink trademark and to sell, manage and collect royalties and fees from RoboThink franchises in the USA. This asset will not be amortized because there is no foreseeable limit to the cash flows generated by the indefinite-lived intangible asset. Instead of amortization, indefinite-life asset should be evaluated for impairment. However, impairment testing of this asset have not been performed as a triggering event did not occur yet.

NOTE 4 - RELATED PARTY TRANSACTIONS

The Company shares an office facility with a related party company. Additionally, personnel from this related party perform many functions of the Company such as management and accounting. No management fee or rent has been accrued for these services.

As of December 31, 2021, the Company has $223,200 loan from shareholders. The loan is unsecured, non-interest bearing and payable on demand.

ROBOTHINK FRANCHISING CORPORATION
NOTES TO FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2021

NOTE 5 – SHAREHOLDERS’ EQUITY

The Company authorized and issued 1,000 shares of common stock with a par value of $0.1, effective on October 8, 2019.

NOTE 6 - SUBSEQUENT EVENTS

The Company has performed a review of all events that occurred after December 31, 2021. The Company did not have any subsequent events for potential recognition and disclosure.

ROBOTHINK FRANCHISING CORPORATION

FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2020 AND FOR THE PERIOD
FROM JANUARY 1, 2020 TO DECEMBER 31, 2020
AND INDEPENDENT AUDITOR'S REPORT

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TAXON CORP.
CERTIFIED PUBLIC ACCOUNTANTS

1190 SOUTH ELMHURST ROAD SUITE 203 MOUNT PROSPECT, ILLINOIS 60056
PHONE: 847-364-9933 FAX: 847-364-9955

Independent Auditor’s Report

To the Board of Directors of
RoboThink Franchising Corporation

We have audited the financial statements of RoboThink Franchising Corporation which comprise the Balance Sheet as of December 31, 2020, and the related statement of Income, Shareholders’ Equity, and Cash Flows for the period from January 1, 2020 to December 31, 2020 and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design

audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RoboThink Franchising Corporation as of December 31, 2020, and the results of its operations and cash flows for the period from January 1, 2020 to December 31, 2020 in accordance with accounting generally accepted in the United States of America.

Taxon Corp

Mount Prospect, Illinois
March 17, 2021

ROBOTHINK FRANCHISING CORPORATION
BALANCE SHEET
AS OF DECEMBER 31, 2020 AND 2019

	2020	**2019**
ASSETS		
CURRENT ASSETS		
CASH AT BANK	$126,115	$120,100
TOTAL CURRENT ASSETS	$126,115	$120,100
NON-CURRENT ASSETS		
INTANGIBLE ASSETS (NOTE 3)	$50,000	
TOTAL NON-CURRENT ASSETS	$50,000	
TOTAL ASSETS	$176,115	$120,100
LIABILITIES AND SHAREHOLDERS' EQUITY		
LIABILITIES		
CURRENT LIABILTIES		
CORPORATE TAXES PAYABLE	$1,124	
TOTAL CURRENT LIABILTIES	$1,124	
NON-CURRENT LIABILTIES		
LOAN FROM SHAREHOLDERS	$169,000	$120,000
TOTAL NON-CURRENT LIABILTIES	$169,000	$120,000
TOTAL LIABILITIES	$170,124	$120,000
SHAREHOLDERS' EQUITY		
CAPITAL STOCK	$100	$100
RETAINED EARNINGS	$5,891	
TOTAL SHAREHOLDERS'EQUITY	$5,991	$100
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$176,115	$120,100

See accompanying notes to the financial statements

ROBOTHINK FRANCHISING CORPORATION
STATEMENT OF INCOME
PERIOD FROM JANUARY 1 TO DECEMBER 31, 2020 AND 2019

	2020	**2019**
REVENUE		
Consulting	$15,000	$0
Royalty	$101,144	$0
TOTAL REVENUE	$116,144	$0
OPERATING EXPENSE		
Advertising and Promotion	$14,500	$0
Automobile	$365	$0
Bank Service Fees	$61	$0
Licenses and Permits	$2,050	$0
Commission	$70,338	$0
Telephone and Internet	$574	$0
Meals and Entertainment	$319	$0
Office	$979	$0
Postage and Delivery	$310	$0
Professional Fees	$2,500	$0
Rent	$18,512	$0
Repair and Maintenance	$50	$0
Travel	$382	$0
Utilities	$1,189	$0
TOTAL OPERATING EXPENSE	$112,129	$0
NET ORDINARY INCOME	$4,015	$0
OTHER INCOME		
SBA GRANT	$3,000	$0
TAX EXPENSE		
FEDERAL CORPORATE INCOME TAX	$843	$0
STATE CORPORATE INCOME TAX	$281	$0
NET INCOME AFTER INCOME TAX	$5,891	$0

See accompanying notes to the financial statements

ROBOTHINK FRANCHISING CORPORATION
STATEMENT OF SHAREHOLDERS' EQUITY
PERIOD FROM JANUARY 1 TO DECEMBER 31, 2020 AND 2019

	COMMON STOCK		RETAINED EARNINGS	TOTAL
	SHARES	VALUE		
BALANCE, JANUARY 1, 2020	1,000	$100		$100
COMMON STOCK ISSUED	-	$0		$0
NET INCOME/LOSS			$5,891	$5,891
BALANCE, DECEMBER 31, 2020	1,000	$100	$5,891	$5,991

See accompanying notes to the financial statements

ROBOTHINK FRANCHISING CORPORATION
STATEMENT OF CASH FLOWS
PERIOD FROM JANUARY 1 TO DECEMBER 31, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
NET INCOME	$5,891	$0
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
INCREASE IN TAXES PAYABLE	$1,124	$0
NET CASH PROVIDED/(APPLIED TO) OPERATING ACTIVITIES	$7,015	$0
CASH FLOWS FROM INVESTING ACTIVITIES		
PURCHASE OF INTANGIBLE ASSETS	-$50,000	$0
NET CASH PROVIDED/(USED IN) BY INVESTING ACTIVITIES	-$50,000	$0
CASH FLOWS FROM FINANCING ACTIVITIES		
LOAN FROM SHAREHOLDERS	$49,000	$120,000
CAPITAL CONTRIBUTION		$100
NET CASH PROVIDED/(USED IN) BY FINANCING ACTIVITIES	$49,000	$120,100
NET INCREASE(DECREASE) IN CASH AND CASH EQUIVALENTS	$6,015	$120,100
CASH AND CASH EQUIVALENTS		
BEGINNING OF THE PERIOD	$120,100	$0
END OF THE PERIOD	$126,115	$120,100
SUPPLEMENTAL DISCLOSURES		
CASH PAID FOR INTEREST	$0	$0
CASH PAID FOR INCOME TAX	$0	$0

See accompanying notes to the financial statements

ROBOTHINK FRANCHISING CORPORATION
NOTES TO FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2020

NOTE 1 – NATURE OF OPERATION

RoboThink Franchising Corporation (the "Company") was incorporated on October 8, 2019 in the state of Delaware. The name of the Company has changed from Life and Science Franchising Corporation to RoboThink Franchising Corporation on December 16, 2019.

As of December 31, 2020, the Company's shareholders are as follows:

Name of shareholder	Number of shares owned	Percentage of ownership (%)
JOON HEE PARK	410	41%
SOONGYU PARK	200	20%
JUNE AE PARK SON	190	19%
SEHO KIM	85	8.5%
HANHYEONG JEONG	85	8.5%
MEE KYUNG SHIN	30	3%
TOTAL	1,000	100%

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist in understanding the Company's financial statements. These accounting policies conform to accounting principles, generally accepted in the United States of America, and have been consistently applied in the preparation of the financial statements.

Use of Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles in the United States of America, requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, disclosures of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Income Taxes
The Company is treated as a "C" corporation for federal income tax purposes. Consequently, The Company is recognized as a separate taxpaying entity and conducts business, realizes net income or loss, pays taxes and distributes profits to shareholders.

The profit is taxed to The Company when earned, and then is taxed to the shareholders when distributed as dividends. This creates a double tax. The Company does not get a tax deduction when it distributes dividends to shareholders. Shareholders cannot deduct any loss of the corporation.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

NOTE 3 – INTANGIBLE ASSETS

On January 6, 2020, RoboThink Franchising Corporation purchased the assets of the US franchising division of RoboThink, LLC. for $50,000 and received the perpetual rights to the RoboThink trademark and to sell, manage and collect royalties and fees from RoboThink franchises in the USA. This asset will not be amortized because there is no foreseeable limit to the cash flows generated by the indefinite-lived intangible asset. Instead of amortization, indefinite-life asset should be evaluated for impairment. However, impairment testing of this asset have not been performed as a triggering event did not occur yet.

NOTE 4 - RELATED PARTY TRANSACTIONS

The Company shares an office facility with a related party company. Additionally, personnel from this related party perform many functions of the Company such as management and accounting. No management fee or rent has been accrued for these services.

As of December 31, 2020, the Company received $169,000 from one of its shareholders to be used for working capital. The loan is unsecured, non-interest bearing and payable on demand.

NOTE 5 – SHAREHOLDERS' EQUITY

The Company authorized and issued 1,000 shares of common stock with a par value of $0.1, effective on October 8, 2019.

NOTE 6 - SUBSEQUENT EVENTS

The Company has performed a review of all events that occurred after December 31, 2020. The Company did not have any subsequent events for potential recognition and disclosure.

NOTE 7 – Recently Adopted Accounting Pronouncements

In May 2014, FASB issued Topic 606, with several clarifying updates issued subsequently. In conjunction with Topic 606, a new subtopic, ASC 340-40, *Other Assets and Deferred Costs – Contracts with Customers*, was also issued. The updated standard replaces most existing revenue recognition and certain cost standards under U.S. GAAP, including industry-specific standards. Collectively, Topic 606 and Subtopic 340-40 are referred to as "ASC 606." ASC 606 requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Company adopted ASC 606 effective Jan. 1, 2020, using the modified retrospective transition method.

The services listed on the agreement for initial franchise fee are general site selection assistance including evaluating proposed site, business territory and initial training and helping franchisee develop their own learning center, legal(closing) costs, initial advertising/marketing materials, and start-up support. There are no other fees payable to franchisor before franchisee open for business. All initial franchise fee is entirely allocated to above services which should be provided and completed in the beginning stage of the business, and no fee is allocated to trademark and intellectual property.
We believe that these services mentioned above have **"standalone values"** and are considered **"distinct"** and separate from other performance obligations and that those services' fair value is estimable.

Therefore, those revenues may potentially be recognized upon completion of the related services rather than spread over the expected life of the franchise arrangement.

The estimated costs included in initial franchise fee is as follow.

Services included in initial franchise fee	**amount**
Site selection assistance including evaluating proposed site	$10,000.00
Initial training and helping franchisee with developing their own learning center	$10,000.00
Legal(closing) costs	$3,000.00
Initial advertising and marketing materials	$7,000.00
Start-up support and other assistance related to opening business	$5,000.00
Total	**$35,000.00**

ROBOTHINK FRANCHISING CORPORATION

FINANCIAL STATEMENTS
AS OF JANUARY 8, 2020 AND FOR THE PERIOD
FROM JANUARY 1, 2020 TO JANUARY 8, 2020
AND INDEPENDENT AUDITOR’S REPORT

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TAXON CORP.
CERTIFIED PUBLIC ACCOUNTANTS
1190 SOUTH ELMHURST ROAD SUITE 203 MOUNT PROSPECT, ILLINOIS 60056
PHONE: 847-364-9933 FAX: 847-364-9955

Independent Auditor’s Report

To the Board of Directors of
RoboThink Franchising Corporation

We have audited the financial statements of RoboThink Franchising Corporation which comprise the Balance Sheet as of January 8, 2020, and the related statement of Income, Shareholders’ Equity, and Cash Flows for the period from January 1, 2020 to January 8, 2020 and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design

audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RoboThink Franchising Corporation as of January 8, 2020, and the results of its operations and cash flows for the period from January 1, 2020 to January 8, 2020 in accordance with accounting generally accepted in the United States of America.

Taxon Corp

Mount Prospect, Illinois
January 19, 2020

ROBOTHINK FRANCHISING CORPORATION
BALANCE SHEET
AS OF JANUARY 8, 2020 AND 2019

	JAN 8,2020	JAN 8,2019
ASSETS		
CURRENT ASSETS		
CASH AT BANK	$110,100	$0
TOTAL CURRENT ASSETS	$110,100	$0
NON-CURRENT ASSETS		
INTANGIBLE ASSETS (NOTE 3)	$50,000	$0
TOTAL NON-CURRENT ASSETS	$50,000	$0
TOTAL ASSETS	$160,100	$0
LIABILITIES AND SHAREHOLDERS' EQUITY		
LIABILITIES		
NON-CURRENT LIABILTIES		
LOAN FROM SHAREHOLDERS	$160,100	$0
TOTAL NON-CURRENT LIABILTIES	$160,100	$0
TOTAL LIABILITIES	$160,100	$0
SHAREHOLDERS' EQUITY		
CAPITAL STOCK	$100	$0
RETAINED EARNINGS	0	0
TOTAL SHAREHOLDERS' EQUITY	$100	$0
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$160,100	$0

See accompanying notes to the financial statements

ROBOTHINK FRANCHISING CORPORATION
STATEMENT OF INCOME
PERIOD FROM JANUARY 1 TO JANUARY 8, 2020 AND 2019

	EIGHT DAYS ENDING JAN 8,2020 **2020**	EIGHT DAYS ENDING JAN 8,2019 **2019**
REVENUE	$0	$0
OPERATING EXPENSE	$0	$0
NET INCOME	$0	$0

See accompanying notes to the financial statements

ROBOTHINK FRANCHISING CORPORATION

STATEMENT OF SHAREHOLDERS' EQUITY

PERIOD FROM JANUARY 1 TO JANUARY 8, 2020 AND 2019

	COMMON STOCK		**RETAINED EARNINGS**	**TOTAL**
	SHARES	VALUE		
BALANCE, JANUARY 1, 2019	-	-		-
BALANCE, OCTOBER 8, 2019 (INCEPTION)	1000.	$100		$100
BALANCE, JANUARY 1, 2020	1000.	$100		$100
COMMON STOCK ISSUED	-	-		-
NET INCOME/LOSS			0	0
BALANCE, JANUARY 8, 2020	1000.	$100		$100

See accompanying notes to the financial statements

ROBOTHINK FRANCHISING CORPORATION
STATEMENT OF CASH FLOWS
PERIOD FROM JANUARY 1 TO JANUARY 8, 2020 AND 2019

	EIGHT DAYS ENDING JAN 8,2020 **2020**	EIGHT DAYS ENDING JAN 8,2019 **2019**
CASH FLOWS FROM INVESTING ACTIVITIES		
PURCHASE OF INTANGIBLE ASSETS	($50,000)	$0
NET CASH PROVIDED/(USED IN) BY INVESTING ACTIVITIES	($50,000)	$0
CASH FLOWS FROM FINANCING ACTIVITIES		
LOAN FROM SHAREHOLDERS	$40,000	$0
NET CASH PROVIDED/(USED IN) BY FINANCING ACTIVITIES	$40,000	$0
NET INCREASE(DECREASE) IN CASH AND CASH EQUIVALENTS	($10,000)	$0
CASH AND CASH EQUIVALENTS BEGINNING OF THE PERIOD	$120,100	$0
END OF THE PERIOD	$110,100	$0
SUPPLEMENTAL DISCLOSURES		
CASH PAID FOR INTEREST	$0	$0
CASH PAID FOR INCOME TAX	0	0

See accompanying notes to the financial statements

ROBOTHINK FRANCHISING CORPORATION
NOTES TO FINANCIAL STATEMENTS
AS OF JANUARY 8, 2020

NOTE 1 – NATURE OF OPERATION

RoboThink Franchising Corporation (the "Company") was incorporated on October 8, 2019 in the state of Delaware. The name of the Company has changed from Life and Science Franchising Corporation to RoboThink Franchising Corporation on December 16, 2019.

As of January 8, 2020, the Company's shareholders are as follows:

Name of shareholder	Number of shares owned	Percentage of ownership (%)
JOON HEE PARK	410	41%
SOONGYU PARK	200	20%
JUNE AE PARK SON	190	19%
SEHO KIM	85	8.5%
HANHYEONG JEONG	85	8.5%
MEE KYUNG SHIN	30	3%
TOTAL	1,000	100%

Operations from that time through January 8, 2020 consisted of drafting a franchise prospective and operations manuals, advertising and marketing franchise agreements. No revenue from franchise agreements or royalties was recognized during that time frame. All operations were financed with contributions from the Company shareholders through January 8, 2020.

At January 8, 2020, the Company has not yet commenced any operations except the acquisition of the intangible assets on January 6, 2020. All activity from January 1, 2020 through January 8, 2020 relates to the Company's formation and the filing of its effective registration statement.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist in understanding the Company's financial statements. These accounting policies conform to accounting principles, generally accepted in the United States of America, and have been consistently applied in the preparation of the financial statements.

Use of Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles in the United States of America, requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, disclosures of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Income Taxes

The Company is treated as a "C" corporation for federal income tax purposes. Consequently, The Company is recognized as a separate taxpaying entity and conducts business, realizes net income or loss, pays taxes and distributes profits to shareholders.

The profit is taxed to The Company when earned, and then is taxed to the shareholders when distributed as dividends. This creates a double tax. The Company does not get a tax deduction when it distributes dividends to shareholders. Shareholders cannot deduct any loss of the corporation.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

NOTE 3 – INTANGIBLE ASSETS

On January 6, 2020, RoboThink Franchising Corporation purchased the assets of the US franchising division of RoboThink, LLC. for $50,000 and received the perpetual rights to the RoboThink trademark and to sell, manage and collect royalties and fees from RoboThink franchises in the USA. Impairment testing of the indefinite-lived intangible assets has not been performed as a triggering event did not occur yet.

ROBOTHINK FRANCHISING CORPORATION
NOTES TO FINANCIAL STATEMENTS
AS OF JANUARY 8, 2020

NOTE 4 - RELATED PARTY TRANSACTIONS

The Company shares an office facility with a related party company. Additionally, personnel from this related party perform many functions of the company such as management and accounting. No management fee or rent has been accrued for these services.

As of January 8, 2020, the Company received $160,000 from its one of shareholders to be used for working capital. The loan is unsecured, non-interest bearing and payable on demand.

NOTE 5 – SHAREHOLDERS' EQUITY

The Company authorized and issued 1,000 shares of common stock with a par value of $0.01, effective on October 8, 2019.

NOTE 6 - SUBSEQUENT EVENTS

The Company has performed a review of all events that occurred after January 8, 2020. The Company did not have any subsequent events.

EXHIBIT N

ADDITIONAL DISCLOSURES FOR THE MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT OF ROBOTHINK FRANCHISING CORP.

The following are additional disclosures for the Multistate Franchise Disclosure Document of RoboThink Franchising Corp. required by various state franchise laws. A particular state's disclosure only applies if you are covered by that state's franchise law.

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO CALIFORNIA FRANCHISE INVESTMENT LAW

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

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

2. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT. 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.

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

4. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.

5. Section 3115 of the Franchise Investment Law requires us to give to you a disclosure document approved by the Commissioner of Corporations before we ask you to consider a material modification of your Franchise Agreement.

6. You must sign a general release of claims if you transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations 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).

7. The Franchise Agreement require binding arbitration. The arbitration will occur in New Castle County, Delaware, with the costs being borne by the franchisee and franchisor. 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. A binding arbitration provision may not be enforceable under generally applicable contract defenses, such as fraud, duress, or unconscionability.

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

9. The franchise agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

10. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California. We will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

11. Section 19.J of the Franchise Agreement limits the statute of limitations to 18 months from the date the complaining party knew or should have known of facts giving rise to the claim. This provision is void to the extent it is inconsistent with the provisions of Corporations Code 31303-31304. Corporations Code Section 31512 provides that "Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this law or any rule or order is void."

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

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

14. OUR WEBSITE, www.myrobothink.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at www.corp.ca.gov.

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

1. Illinois law applies to this transaction and supersedes any conflicting provisions of the Franchise Disclosure Document, the Franchise Agreement, the Development Rights Agreement, or any other agreement between Buffalo Wings & Rings, LLC and you.

2. Deferral of Initial Franchise Fees. The initial franchise fee is deferred until Franchisor has satisfied its pre-opening obligations to Franchisee and Franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

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

4. Section 41 of the Illinois Franchise Disclosure Act provides that 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 invalid.

5. The provisions of Section 24 of the Franchise Agreement and the provisions of Section 9 of the Development Rights Agreement which designate governing law, jurisdiction, or venue in a forum outside the State of Illinois shall not be effective for Franchise Agreements and Development Rights Agreements entered into in Illinois or for Franchised Restaurants located in Illinois.

FRANCHISOR:
ROBOTHINK FRANCHISING CORP.

By:____________________________
Title:__________________________

FRANCHISEE:

By:
____
Title:__________________________

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO INDIANA FRANCHISE INVESTMENT LAW

Indiana law prohibits requiring you to prospectively agree to a release or waiver which purports to relieve any person from liability imposed by the Indiana Franchise Practices Act (IC 23-2-2.7(5)).

The Franchise Agreement shall be deemed amended to the extent necessary to comply with IC 23-2-2.7(5). Indiana law limits the parties' agreement to resolve disputes in any jurisdiction outside of Indiana (IC 23-2-2.7(10).

Subject to the Federal Arbitration Act, the Franchise Agreement shall be deemed amended and the forum for any court proceedings shall be in Indiana.

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

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

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

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

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure 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 five (5) years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months' 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) 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. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iii) 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Attn: Marilyn McEwen
525 W. Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

ADDENDUM REQUIRED BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK

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

   THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

   D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject toa 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.

ADDENDUM FOR THE STATE OF VIRGINIA
ADDENDUM TO UNIFORM FRANCHISE DISCLOSURE DOCUMENT

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

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

1. Additional Disclosure: The following statements are added to Item 16:

   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 grounds for default or termination stated in the franchise agreement and development agreement does not constitute "reasonable cause," as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable.

   Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

2. Additional Risk Factor

   Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from $48,700 to $120,500. This amount exceeds the franchisor's stockholders' equity as of December 31, 2019, which is $100.

WASHINGTON FRANCHISE AGREEMENT
ADDENDUM

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, inWashington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) solicitingor hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this________________day of_____________________________________20______.

Franchisor: RoboThink Franchising Corp.

By:____________________________
Danny Park, CEO

FRANCHISEE:

By:____________________________
(Name & Title)

This addendum may also be used as a rider to the Franchise Disclosure Document.

STATE EFFECTIVE DATES

The following states have franchise laws that require 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 sates, where the documents is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	Pending
Hawaii	
Illinois	May 20, 2021
Indiana	
Maryland	
Michigan	
New York	Pending
North Dakota	
Rhode Island	
South Dakota	May 12, 2021
Virginia	Pending
Washington	July 1, 2021
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 plans.

EXHIBIT O

RECEIPT
(copy to be retained by Franchisee)

ROBOTHINK FRANCHISING CORP. FRANCHISE DISCLOSURE DOCUMENT

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 RoboThink Franchising Corp. 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, RoboThink Franchising Corp. or an affiliate in connection with the proposed franchise sale.

(Maryland, New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

(Michigan, Oregon, and Washington require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.)

If RoboThink Franchising Corp. 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 with the appropriate state agency listed on Exhibit A. The franchisor is RoboThink Franchising Corp. located at 651 Broad Street, Suite 206,Middletown, Delaware 19709, Telephone 1-800-733-2863, E-mail address: info@myrobothink.com www.myrobothink.com.

Exhibit B is a list of our agents authorized to receive service of process.

Issuance Date: March 31, 2022

The franchise seller for this offering is:

RoboThink Franchising Corp.
651 Broad Street, Suite 206
Middletown, Delaware 19709
Telephone 1-800-733-2863
E-mail address: info@myrobothink.com
www.myrobothink.com

RoboThink Franchising Corp. authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the specific state.

I received a disclosure document dated March 31, 2022, that included the following Exhibits:

A. List of State Authorities
B. List of Agents for Service of Process
C. Franchise Agreement & Exhibits

D. Area Development Agreement
E. Form of General Release
F. Lease Assignment & Consent
G. Confidentiality and Non-Competition Agreement
H. Franchisee Disclosure Questionnaire
I. Current Franchisee List
J. Franchisees Who Have Left the System
K. Franchise Organizations We Created, Sponsored or Endorsed
L. Table of Contents of RoboThink Franchising Corp Confidential Manual
M. State Addenda
N. Receipt
O. Financial Statements for December 31, 2021; December 31, 2020; and December 31, 2019 (Attached)

I accept the electronic PDF Version of the Franchise Disclosure Document and decline the paper copy.__________

Date:___________________________________, 20___.

Signature of Prospective Franchisee

____
Print Name

____
Signature of Prospective Franchisee

____
Print Name

(YOU RETAIN THIS COPY AND SEND ONE SIGNED COPY TO ROBOTHINK FRANCHISING CORP.)

EXHIBIT O

RECEIPT

(copy to be returned to Franchisor)

ROBOTHINK FRANCHISING CORP. FRANCHISE DISCLOSURE DOCUMENT

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 RoboThink Franchising Corp. 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, RoboThink Franchising Corp or an affiliate in conn with the proposed franchise sale.

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O. Financial Statements for December 31, 2021; December 31, 2020; and December 31, 2019(Attached)

I accept the electronic PDF Version of the Franchise Disclosure Document and decline the paper copy.__________

Date: _____________________ 20____.

Signature of Prospective Franchisee

____
Print Name

____
Signature of Prospective Franchisee

____
Print Name

(THIS COPY TO BE SIGNED BY PROSPECTIVE FRANCHISEE AND RETURNED TO ROBOTHINK FRANCHISING CORP. AS PROOF OF DELIVERY OF THE DOCUMENTS REFERRED TO ABOVE. YOU RETAIN ONE COPY AND RETURN THIS SIGNED COPY TO US)