FRANCHISE DISCLOSURE DOCUMENT

School Is Easy California Group, Inc.
a California Corporation
1401 21ST Street, Suite R, Sacramento, CA 95811
323-379-3279 (EASY)
california@schooliseasy.com
www.schooliseasy.com/california

We offer franchises for providing in-home and online teaching for children and adults as well as other ancillary and related services and products under the School is Easy trademarks and operating system (each a **"School is Easy Tutoring Business").**

The total investment necessary to begin operation of a School is Easy Tutoring Business ranges from $41,400 to $58,850. This amount includes $25,000 that is must be paid to us, franchisor and its affiliate(s).

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 in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this disclosure document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Susan Cumberland at 1401 21ST Street, Suite R, Sacramento, CA 95811, 323-379-3279 (EASY), california@schooliseasy.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.

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

The issuance date of this Franchise Disclosure Document is July 12, 2023.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only School is Easy Tutoring business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be School Is Easy California Group, Inc. franchisee?	Item 20 or Exhibit H 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*

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

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

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

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

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

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

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

Some States Require Registration

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

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:

Out-of-State Dispute Resolution.

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

TABLE OF CONTENTS

Item	Page
ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	3
ITEM 3 LITIGATION	3
ITEM 4 BANKRUPTCY	3
ITEM 5 INITIAL FEES	3
ITEM 6 OTHER FEES	4
ITEM 7 ESTIMATED INITIAL INVESTMENT	9
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	11
ITEM 9 FRANCHISEE'S OBLIGATIONS	13
ITEM 10 FINANCING	15
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	15
ITEM 12 TERRITORY	19
ITEM 13 TRADEMARKS	21
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	22
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	22
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	23
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	23
ITEM 18 PUBLIC FIGURES	25
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	25
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	25
ITEM 21 FINANCIAL STATEMENTS	29
ITEM 22 CONTRACTS	30
ITEM 23 RECEIPTS	30

EXHIBITS

A. Confidentiality Agreement
B. Franchise Agreement
C. Manual Table of Contents
D. Financial Statements
E. List of State Administrators and Agents for Service of Process
F. State Addenda
G. General Release
H. List of Franchised Units, List of Franchise Agreements signed, and Business did not Open, List of Former Franchisees

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

This disclosure document describes School is Easy Tutoring Businesses. In this disclosure document, "**we**," "**us**," "**our,**" and **"School is Easy**" mean School Is Easy California Group, Inc. the subfranchisee, and "**you**" or "**your**" means the purchaser of the franchise. If the purchaser of the franchise is a corporation, partnership, or limited liability company, "you" means both the purchaser and the persons who own the business entity.

The Subfranchisee

School Is Easy California Group, Inc. is a corporation formed in California on August 16, 2019. We do business under our corporate name, and the name School is Easy. We do not conduct business under any other name. Our principal place of business is 1401 21ST Street, Suite R, Sacramento, CA 95811. Our agents for service of process are listed in Exhibit E. We began offering franchises for School is Easy Tutoring Businesses in the United States on May of 2020. We have never offered franchises in any other line of business. We have operated a School is Easy franchise since October of 2019.

Our Parent, Affiliates, and Predecessors

By a subfranchise franchise agreement by and between us and School is Easy USA, LLC ("SIE USA") with an address of 100 York Boulevard Suite 400, Richmond Hill, ON, L4B 1J8, we were granted a right to operate and offer School is Easy franchises in the state of California. SIE USA began franchises for School is Easy Tutoring Businesses in the United States in April of 2019. They do not and have never offered franchises in any other line of business.

SIE USA's parents include our direct parent, LaunchLife USA, Inc. ("**LaunchLife USA**") (formerly named Academy of Learning USA, Inc.), which shares our principal business address. LaunchLife USA's parent LaunchLife International Inc. ("**LLI**"), and its parent LaunchLife Holdings Inc. ("**LHI**"), both share the same principal business address at 100 York Boulevard, Suite 400, Richmond Hill, Ontario, Canada L4B 1J8.

SIE USA's affiliate School Is Easy Inc. ("**SIE**") is an Ontario corporation that was formed on January 1, 2019, by the merging of Academic Advantage Group Enterprises Inc. ("**AAGEI**") and School Is Easy Tutoring Group East Ltd. ("**SIETGE**"). SIE's principal business address at 100 York Boulevard, Suite 400, Richmond Hill, Ontario, Canada L4B 1J8. Through its predecessors AAGEI and SIETGE, SIE has offered franchises in Canada since 2009 and 2014, respectively. As of the date of this disclosure document, there are 27 franchised School is Easy Tutoring Businesses operating in outside of the United States. In 2017, AAGEI entered into a subfranchise agreement with a Corporation in California ("Subfranchisee" or "we," "us," "our" and "School is Easy"), which was transferred and assigned to SIE USA with a ten-year initial term for the rights to develop and operate School is Easy Tutoring and Academic Advantage businesses in California.

SIE USA's affiliate Engineering for Kids International, LLC ("EFKI") is a limited liability company formed in Delaware on October 12, 2020. EFKI began offering franchises for businesses that provide "STEM enrichment programs for kids as of the date it was formed. EFKI shares our principal address. As of December 31, 2022, there were 11 franchised business operating in the United States of America. EFKI also have franchises operating in Europe, Asia, and Australia.

SIE USA's affiliate Pitman Training Group Limited is a UK company formed on June 16, 2010, with its principal place of business at Pitman House Walkers Court Audby Lane Wetherby West Yorkshire LS22 7FD, was acquired by LLI on November 30, 2018. Pitman Training Group Limited has offered franchises for independent training and testing in the United Kingdom and Ireland since 2010. As of December 31, 2022, Pitman Training Group Limited has 72 franchises outside the United States.

LLI has offered franchises for the Academy of Learning Career Colleges in the continuing adult education services industry in Canada since 1987. As of December 31, 2022, Academy of Learning Career Colleges has 46 franchises operating outside the United States.

We do not have any predecessors. We do not have any other affiliates that offer franchises in any line of business or that offer products or services to our franchisees.

The School is Easy Tutoring Businesses

We offer qualified persons and entities the right to franchise the right to develop, open and operate businesses providing in-home and online tutoring for children and adults as well as providing other ancillary and related services and products (the "**School is Easy Tutoring Business**"), under the name, trademark and style "School is Easy®."

You (or your affiliate) will sign our Franchise Agreement, which will license you to use the "School is Easy" trademark and logo, as well as related trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "**Proprietary Marks**") and certain copyrights and copyrighted materials (the "**Works**") owned by School is Easy and licensed to us for the operation of School is Easy Tutoring Businesses. We and our affiliates may modify the Proprietary Marks and the Works from time to time.

School is Easy Tutoring Businesses operate according to set specifications and operating procedures ("**System**"). You will be licensed to utilize our System under the Franchise Agreement. Our mandatory and recommended standards, policies, and procedures are represented in our confidential and proprietary operations manual (the "**Manual**"), which we will make available to you during the term of your Franchise Agreement. We have the right to change the Manual and the elements of the System at any time without consultation with you.

You must set up and maintain an office for your School is Easy Tutoring Business (the "Office Location"), where all computer equipment, software, books, and records must be maintained. You must also purchase or lease a vehicle (which we will specify from time to time) for use during the operation of your School is Easy Tutoring Business.

Although we carefully evaluate persons who wish to become our franchisees, no screening process that we implement can conclusively determine whether you will succeed as a School is Easy Tutoring Business operator. Similarly, completion of our training program (as described in item 11) does not provide any assurance of success. You must rely on your own assessment of your suitability (in terms of energy, business skill, desire, temperament, people skills, and financial capability, among other things) and your own advisors in deciding whether to become a School is Easy franchisee.

Industry-Specific Laws

Childhood and adult education businesses are subject to a myriad of federal, state, and local laws and regulations. You are responsible for ensuring that you comply with all applicable local, county, state, and federal laws and regulations. We are not aware of any laws or regulations applicable to School is Easy Tutoring Businesses that do not generally apply to childhood and adult supplemental education businesses. There is a wide variation in legal requirements among the various state and local laws and regulations. Some states will require you to meet specific requirements to obtain a childcare license to operate a School is Easy Tutoring Business. Some states may require background checks and screening of proposed employees and volunteers. You must comply with laws that apply to educational programs geared towards children.

There are other laws and regulations applicable to businesses generally (such as the Americans with Disabilities Act) with which you must comply. You should consult with your attorney and local, county, state, and federal government agencies concerning these and other laws and ordinances that may affect the operations of a School is Easy Tutoring Business before you sign a Franchise Agreement. You also must obtain any applicable permits and operational licenses. It is your and only your responsibility on a continuous basis to investigate and satisfy all local, county, state, and federal laws as they vary from place to place and may change from time to time.

I

Market, Competition, and Seasonality

We believe the market for childhood and adult tutoring and supplemental education is well established and growing. Your School is Easy Tutoring Business will compete with other tutoring and supplemental education programs. These competitors may include independent tutoring or educational providers, national tutoring and supplemental education chains, state-run childcare and educational facilities, and other businesses offering similar education programs. These competitors may have substantial financial, marketing, and other resources, and they may be well established in your market. The ability of each School is Easy Tutoring Business to compete depends on its ability to attract students and employees, its location, customer service, overhead costs, changing local market and economic conditions, and many other factors both within and outside your control or our control.

The academic tutoring industry is not seasonal, but busier during the school year. The target audience for School is Easy businesses are school-age students and adults.

ITEM 2

BUSINESS EXPERIENCE

Susan Cumberland, Director

Ms. Cumberland is and has been our Director since our inception in August of 2019. Prior to Ms. Cumberland was a franchisee with School is Easy at an address of 4175 Oxford Street, Burnaby V5C 1 C8 from October of 2019 to present. Ms. Cumberland Susan is the founder of School is Easy and owned and operated. School is Easy Group Enterprises, a franchise company that awarded franchises in Canada between 2009 and 2017.

ITEM 3

LITIGATION

The Commissioner of Financial Protection and Innovation v. School is Easy USA, LLC. In order to avoid the delay and expense of litigation, our Subfranchisor, School is Easy USA, LLC, entered into a Consent Order dated November 23, 2021, with the California Commissioner of Financial Protection and Innovation. Our subfranchisor sold a subfranchise to us without a valid registration or exemption in violation of section 31110 of the California Franchise Investment Law ("CFIL") because it failed to file a Notice of Exemption under CFIL section 31106. The Consent Order required School is Easy USA, LLC to pay a $2,500 administrative penalty and to desist and refrain from violating CFIL section 31110.

No other litigation is required to be disclosed in this item.

ITEM 4

BANKRUPTCY

No litigation is required to be disclosed in this item.

ITEM 5

INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee (the "Initial Franchise Fee") when you sign the Franchise Agreement. The School is Easy Initial Franchise Fee is $25,000. The Initial Franchise Fee is uniformly charged for all franchises currently being offered. You must pay the Initial Franchise Fee in full when you sign the franchise agreement. The Initial Franchise Fee is considered fully earned and is nonrefundable.

Discounts.

Multi-Territory Discount

We offer a 10% discount on the Initial Franchise Fee to current School is Easy franchisees that are in good standing under their current existing franchise agreements.

We may offer up to 50% discount on the Initial Franchise Fee to qualifying early franchisees adopters that join School is Easy System

We reserve the option to discount initial fees, discontinue discount(s) offers at any time, or offer new discounts in the future.

THE REMAINDER OF THIS PAGE IS LEFT
INTENTIONALLY BLANK

ITEM 6

OTHER FEES

Name of Fee[1]	Amount	Date Due	Remarks
Royalty Fee[2]	The greater of 8.5% of Gross Sales[2] or Minimum Royalty Fee*. The Minimum Royalty Fee will have a pre-set monthly amount that commences 6 months post-opening of the Franchised Business in all months but the months of July and August of each year, determined by the year of the Agreement as further defined in the "Minimum Royalty Fees" table, further below. 1st year - $250/month 2nd year - $450/month 3rd year and after - $635/monthh[6]	On-going and on the last working day of each month for the preceding month	Fees are taken directly from customer credit card payments[3]. Royalty payments for the balance of Gross Sales from a check, cash, barter, or other forms of payment are due on the last working day of each month for the preceding month[4]. It is mandatory that credit card payments will be processed through a credit processing institution of our choice. You are responsible for all credit processing fees, as summarized under 'Credit Card Processing Fee[5] (further below). If you choose to pay via etransfer or wire transfer, it must be received prior to 10am on the last working day of the month; otherwise, your credit card will be charged.
Branding Fund Contribution	2.5% of Gross Sales or $295 per month whichever is greater,	On-going and on the last working day of each month for the preceding month	Payable by the same means as Royalty Fee.
Grand Opening Campaign	$3,000	Upon demand	After signing the Franchise Agreement, we will determine the timing for your grand opening campaign.

Name of Fee[1]	Amount	Date Due	Remarks
Local Advertising	A minimum of $500 a month /territory (not less than $10,000 for any 12-month period	Monthly	Various media. Each local franchise will be responsible for placing and paying for local advertising to a third party. This advertising fee is in addition to Branding Contributions.
Regional Advertising Cooperatives[7]	Variable	As incurred.	You and each other member of the Cooperative must contribute weekly to the Cooperative up to fifty (50%) percent of your Local Advertising requirement (unless a majority of the Cooperative votes to increase that amount), which amount will result in a corresponding reduction in your Local Advertising requirement.
Assignment or Transfer Fee	$5,000	Prior to transfer	Payable to us upon transfer of Franchise.
Audit Expenses	All costs and expenses associated with an audit	Upon demand	Audit costs are payable only if you underreported amounts you owe us by 3% or more.
Credit Card Processing Fee	2.65% - 3.65% + $.30/transaction	On credit card payment settlement.	Credit card processing fees are collected at the time the customer credit card is run. In addition, there is a monthly connection fee of $2.00 per account. Disputed payments, such as chargebacks, incur a fee of $15 per disputed payment. Credit card Processing fees and terms are subject to change.
ACH Transfer Fee	2.65% - 3.65% + $.30/transaction	On customer ACH transfer.	ACH processing fees are collected at the time of the customer ACH transfer.
Bank Transfer Denial Fee	$50/occurrence	Upon demand	You must provide us with ACH bank transfer authorization and an active credit card for fee transfer. If the bank denies the transfer, then a $50 charge will be added to the fees owed. We may terminate your franchise agreement if three such denials occur in any calendar year.

Name of Fee[1]	Amount	Date Due	Remarks
Curriculum	Wholesale pricing	Based on usage, should this become applicable	In the future, we reserve the right to offer a combination of mandatory and optional proprietary curriculum including, but not limited to, test preparation, study skills, and other programs designed to enhance the franchise service offerings, as we may designate in the Manual from time to time.
Convention Registration Fee	$250 to $750	Mandatory, when notified	Upon receipt of the invoice. You must attend any franchisee conventions that we require. You are responsible for any associated costs, including transportation, lodging, meals, and other related expenses.
Indemnification	All costs	Upon demand	You must indemnify us for all liabilities, costs, fines, losses & actions due to any breach, violation, or non-performance of the franchise agreement.
Interest Rate	The lesser of 1 ½ % per month, 18% per annum, or the maximum rate of interest permitted by law	Upon demand	Payable to us
Legal Fees	Reasonable legal fees, accountants, expert witnesses, costs of investigation and travel and living expenses	Upon demand	
Renewal Fee	$5,000	At the time of renewal	Payable to us
Training	Initial group training for up to three administrators is covered by your initial fees.	As incurred	Additional administrator training is available via virtual web-based conferencing at the cost of $2,500/person. In-person training may be available. When in-person training is opted for, you will be responsible for all related travel expenses.
Optional Additional Training	Variable	As incurred	Payable to us

Name of Fee[1]	Amount	Date Due	Remarks
Technology Fee	$100/monthly	Due on the last working day of each month	ACH Transfer. The Technology Fee provides access to our mandatory Web-based Tutor Management System. The franchisee agrees to manage all relevant data through the Web-based Tutor Management System required by us, including: i) all leads; ii) lead management information; and iii) customer and instructor information. Schedules must be managed through the system's calendar, and all sessions must be logged within 12 hours of the session times. All payments from customer, in any form, approved or unapproved, must also be entered into the system in a timely manner.

NOTES TO CHART:

(1) Unless otherwise noted, all fees are non-refundable, payable to us, and uniformly imposed on all franchisees receiving this offering.

(2) "Gross Sales" means (a) all revenue from the sale of all Services and Products and all other income of every kind and nature related to, derived from, or originating from the Franchised Business (whether or not permitted under the Franchise Agreement) including barter; and (b) proceeds of any business interruption insurance received by Franchisee for loss of business due to a casualty to or similar event pertaining to the Franchised Business, whether for cash or credit, and regardless of theft, or of the collection in the case of credit. Gross Sales shall not include: (i) any legitimate and reasonable allowances, discounts and/or refunds that Franchisee provides to customers; and (ii) sales taxes or other taxes that Franchisee collects from customers and actually pays to the appropriate taxing authorities.

(3) For payments not made by credit cards, we will collect fees due to us by electronic debit on a monthly basis. You must designate an account at a commercial bank of your choice (**"Account"**) for the payment of amounts due to us and/or our affiliates, including but not limited to monthly Royalties, and Branding Fund Contributions. You must furnish the bank and us with authorizations as necessary to permit us to make withdrawals from the Account by electronic funds transfer. On the last working day of every month (or at another date specified by us from time to time), we will transfer from the Account an amount equal to the Royalty Fees and Branding Fund Contributions due from you based on the Gross Sales of the School is Easy Tutoring Business for the preceding month, as well as any other fees due to us and/or our affiliates. We will obtain payment by electronic debit to your Account each month.

(4) If a Gross Sales Report for the subject month (as required pursuant to Section 10.2) is subsequently received and reflects (i) that the actual amount of the fees and contributions due was more than the amount of the EFT, then we will be entitled to withdraw additional funds through EFT from your designated bank account for the difference; or (ii) that the actual amount of the fees and contributions due was less than the amount of the EFT, then we will credit the excess amount to the payment of your future obligations. Any necessary reconciliation shall be made during the month following receipt of such Gross Sales Report that was not submitted on time.

(5) It is mandatory that credit card payments will be processed through a credit processing institution of our choice, which may be a web-based service. You are responsible for all credit processing fees, as summarized under Credit Card Processing Fee.

(6) Amounts specified as subject to inflation adjustment will be adjusted each year in proportion to the changes in the US Consumer Price Index, or any successor index, and rounded to the nearest dollar. The Franchisor shall notify the Franchisee of the percentage adjustment each year.

(7) We have the right at any time and from time to time to establish, and thereafter modify (1) co-marketing programs in which our franchisees and we join with suppliers or other third parties to cross-promote goods and services; (2) joint marketing efforts in which multiple franchisees can contribute to a specific advertising campaign or event; and/or (3) local or regional marketing co-operatives ("Cooperatives") that pool funds of franchisees on an ongoing basis to jointly promote the Marks and the Franchised Businesses of the Cooperative members. You must participate in each applicable joint marketing program and comply with the rules of the program. The following provisions apply to Cooperatives:

We have the right to designate any geographic area or set of common characteristics for purposes of establishing a Cooperative. If a Cooperative is applicable to your Franchised Business at the time you open for business, you must join the Cooperative. If a Cooperative applicable to the Franchised Business is established during the Initial Term, you must become a member and begin contributing no later than thirty (30) days after we authorize the Cooperative to begin operation. You will not have to contribute to more than one Cooperative for the same Franchised Business at the same time. We (or its affiliates, as the case may be) will become a member of any Cooperative that is applicable to a Franchised Business owned by us or our affiliates.

Each Cooperative will be organized for the exclusive purpose of developing, administering, and executing advertising programs for the members of the Cooperative. Each Cooperative will adopt a Cooperative agreement governing the organization and operation of the Cooperative, subject to SIE California Group's approval. If the members of the Cooperative do not sign an agreement within a reasonable time, you must agree to sign our recommended form of Cooperative Agreement. We reserve the right to change the form of organization, governing documents, and manner of operation of any Cooperative, and you and the other members must agree to implement any such change promptly after notice from us. No changes in the bylaws or other governing documents of a Cooperative may be made without our prior written consent. No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without our prior approval. We and our designated agents will have the right to examine and copy, at our expense, on reasonable notice and during normal business hours, the books, records, and accounts of any Cooperative. We will also have the right, at any time, to have an independent audit made of the books of any Cooperative.

You and each other member of the Cooperative must contribute weekly to the Cooperative up to fifty (50%) percent of your Local Advertising requirement (unless a majority of the Cooperative votes to increase that amount), which amount will result in a corresponding reduction in your Local Advertising requirement.

We may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative and/or from the obligation to contribute (including a reduction, deferral, or waiver of the contribution), upon written request of the franchisee stating reasons which we deem sufficient to support the exemption. Our decision concerning any request for exemption will be final. If an exemption is granted to a franchisee, the franchisee will be required to spend on Local Advertising the amount the franchisee otherwise would have been required to contribute to the Cooperative.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT LOW ESTIMATE[1]	AMOUNT HIGH ESTIMATE[1]	PAYMENT METHOD	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee	$25,000	$25,000	Lump sum	At signing of Franchise Agreement	Us
Licenses and Permits[1]	$1,000	$5,000	As incurred	Before opening	Suppliers
Furniture and Fixtures	$250	$2,000	As incurred	Before opening	Suppliers
Technology and Software	$750	$2,500	As incurred	Before opening	Suppliers
Professional Fees[2]	$1,000	$3,000	As incurred	Before opening	Suppliers
Insurance[3]	$700	$3,000	As incurred	Before opening	Suppliers
Training Expenses[4]	$0	$1,000	As incurred	Before opening	Suppliers
Vehicle[5]	$200	$350	As incurred	Before opening	Suppliers
Vehicle Wrap	$2,000	$4,000	As incurred	Before opening	Suppliers
Grand Opening Campaign[6]	$3,000	$3,000	As incurred	Before opening	Suppliers
Additional Funds - 3 Months (Working Capital)[7]	$7,500	$10,000	As incurred	After opening	Various
Total[8]	**$41,400**	**$58,850**			

NOTES TO ITEM 7 TABLES:

Amount and Method of Payment. Costs paid to us are not refundable, except as specifically described below. Whether any costs paid to third parties are refundable will vary based on the practice in the area where your School is Easy Tutoring Business is located. We do not provide any direct or indirect financing for the Initial Franchise Fee or other fees and costs paid to third parties or to us. If you meet the credit requirements determined by third-party vendors, you may be able to obtain financing. The availability and terms of financing will depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of the financial institutions from which you request a loan. We do not determine the terms and conditions of any financing, and we do not provide any guarantees for any financing provided to you by third parties.

(1) Licenses and Permits. You are responsible for obtaining and maintaining all required permits and licenses necessary to operate the School is Easy Tutoring Business. This estimate is based on the

experience of our affiliates in developing and operating School is Easy Tutoring Business. You will need to check with your advisors as license and permit requirements (and fees) will vary by locality.

(2) Professional Fees. These fees are representative of the costs for engagement of professionals for the start-up of a School is Easy Tutoring Business. We also strongly recommend that you seek the assistance of attorneys and accountants to review this franchise opportunity, this disclosure document, and, subsequently, the Franchise Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as a part of developing the School is Easy Tutoring Business. It is best to ask your professional advisors for a fee schedule prior to engaging them to perform any services on your behalf.

(3) Insurance. This estimate includes the cost of insurance deposits and premiums during the pre-opening phase. An insurance deposit may be required by the issuing company in order to obtain the minimum required insurance as listed in Item 8 of this disclosure document. You will need to check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your business will be located, your experience with the insurance carrier, the loss experience of the carrier, and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may wish to carry above our stated minimums.

(4) Training Expenses. Initial group training for up to three administrators is covered in your initial fees. Additional administrator training is available via virtual web-based conferencing at the cost of $2,500/person. In-person training-may be available. When in-person training is opted for, you will be responsible for all related travel expenses. The cost you incur will vary depending upon factors such as the distance traveled, mode of transportation, per diem expenses actually incurred, and the number of persons who will attend training, as well as your chosen style of travel and accommodations.

(5) Vehicle. You will be required to purchase or lease an approved vehicle to be used in the operation of your School is Easy Tutoring Business. Depending on the financing option you choose, the price you will incur will vary. Purchase and lease prices vary depending on, among other things, year, model, and financing options. The approximate cost (excluding sales tax) to purchase a car ranges from $22,500 - $36,500. The approximate cost to lease a vehicle ranges from $200 - $350 per month. Additionally, you must apply such vehicle sticker decals we require, in the way we prescribe.

(6) Grand Opening Campaign. This estimate covers the costs of the Grand Opening Campaign. You must spend at least the amount noted in the low range. See Item 11 for more information.

(7) Additional Funds – 3 Months (Working Capital). This is an estimate of the additional working capital you may need to operate your School is Easy Tutoring Business during the first three months of operation and is net of any revenue you receive during this period. This estimate is based upon our affiliates' experience in opening and owning a School is Easy Tutoring Business. We cannot guarantee that you will not incur additional expenses in operating your School is Easy Tutoring Business. The expenses you incur during the initial start-up period will depend on factors such as the time of year you open, local economic and market conditions, and the sales level you reach during this initial period. You will incur additional operating expenses in connection with the ongoing operation of your School is Easy Tutoring Business. These estimates include estimated costs for insurance, technology and software, advertising, vehicle costs, and bookkeeping. These estimates do not include staff and owner compensation or rent. The three-month period is not intended, and should not be interpreted, to identify a point at which your School is Easy Tutoring Business will break even.

(8) Your Estimated Initial Investment. This estimate is based upon our affiliate's experience in opening and owning School is Easy Tutoring Business. Your costs may vary based on a number of factors including, but not limited to, the geographic area in which you open, local market conditions, the time it takes to build sales of the establishment, and your skills at operating a business. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area. You should review this estimate and work with

knowledgeable advisers, including lawyers, accountants, and educational advisors, making any decision to invest in our franchise opportunity. You are responsible for the costs of developing the School is Easy Tutoring Business, even if it is substantially higher than our estimate.

In compiling this chart, we relied on research and investigation regarding the operating history, knowledge, and experience of similar Businesses, and the startup operation of School is Easy businesses. The amounts shown are estimates only and may vary for many reasons, including the size and condition of your Site, the capabilities of your management team, and your business experience and acumen. These figures are estimates only, and we cannot guarantee that you will not have additional expenses in starting the franchise.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

System Standards

To protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate the School is Easy Tutoring Business in strict conformance with our System standards, including the curricula, methods, standards, and specifications we prescribe from time to time in the Manuals or otherwise in writing. The System standards may relate to any aspect of the appearance, function, cleanliness, and operation of the School is Easy Tutoring Business.

Suppliers

You must purchase your supplies, equipment, merchandise, promotional items, information technology services, credit card processing services, and other products and services that you purchase for the operation of or sell in the School is Easy Tutoring Business in accordance with our specifications and quality standards and, if applicable, only from suppliers we have designated or approved (which may include us or our affiliates). We and our affiliates may earn a profit on products and services sold to you, and other School is Easy franchisees and may receive rebates or other consideration from unaffiliated suppliers with respect to their sales of products or services to you, or other School is Easy franchisees, whether or not the product or service is presently mentioned in this Item. As of the issuance date of this disclosure document, neither we nor any of our affiliates are an approved supplier for certain products that are sold to School is Easy Tutoring Businesses. However, we reserve the right to designate ourselves as an approved supplier, or as the only approved supplier, for particular products and services in the future.

If we require you to use an approved supplier for a particular item or service, but you wish to purchase the item or service from a supplier that we have not approved, you may submit a written request for approval of the supplier, unless it is an item or service for which we have designated a particular vendor as the source for the particular product or service. We will provide our standards and specifications to you or to the proposed supplier, subject to the supplier's execution of a confidentiality agreement in a form acceptable to us. We have the right to inspect the proposed supplier's facilities and to require delivery of product samples to us. You may be required to pay a fee, which will not exceed our reasonable costs incurred in evaluating the supplier, regardless of whether or not we approve the supplier. You may not purchase, sell, or offer for sale any products or services of the proposed supplier until you receive our written approval of the proposed supplier. We generally will give you written notice of approval or disapproval of the proposed supplier within 30 days after receiving your request and completion of evaluation and testing if required. You may not sell or offer for sale of any products or services of the proposed supplier until you receive our written approval.

We have the right to revoke the approval of particular suppliers if we determine that the suppliers or their products or services no longer meet our standards. Upon receipt of written notice of revocation, you must stop buying from or using the services of the disapproved supplier. In addition, if we revoke our approval of the products or services because they fail to meet our standards, you may be required not to use your remaining inventory of those products.

None of our or SIE USA officers or directors own an interest in any other suppliers of products or services to our franchisees. In our fiscal year 2018, we and our affiliates and SIE USA did not receive any rebates or payments from approved suppliers on account of franchisee purchases or leases of required and approved items from those suppliers.

There currently are no purchasing or distribution cooperatives for the System. We and our affiliates may negotiate to purchase arrangements with suppliers (including price terms) for the benefit of our franchisees and our affiliates for the items and services that you may obtain only from approved suppliers. In doing so, we and our affiliates seek to promote the overall interests of the School is Easy System. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or the use of particular suppliers.

Equipment

We have identified a specific recommended brand and model for much of the equipment required to equip a School is Easy Tutoring Business. You must purchase these items only from approved suppliers. We may negotiate with vendors for the price, warranties, guarantees, delivery costs, maintenance contracts, etc. We do not represent that we will be able to obtain for you the lowest costs or best terms available. The type and number of pieces of furnishings, fixtures, equipment, and signs you require will be based on the size of your School is Easy Tutoring Business.

Curriculum

We reserve the right to require that you purchase approved curricula from designated suppliers in the future.

Technology and Computer System Requirements

You must purchase, install, and maintain at your Office Location, at your own expense, technology, computer systems, communications devices, audio/visual equipment, and software systems that we specify in writing from time to time. Please see Item 11 for further information on technology and computer system requirements.

Vehicle

You must purchase or lease and maintain a vehicle as specified by us for use in your School is Easy Tutoring Business, and to equip the vehicle with the design and decal as we may specify from time to time.

Insurance

Before undertaking any activities in connection with your franchise, you must obtain insurance policies meeting our current requirements, at your expense. This insurance must protect you, us, and our affiliates, officers, directors, shareholders, and employees against all claims for personal injury, death, or property damage, or any loss, liability or expense arising from the operation of your School is Easy Tutoring Business.

All insurance policies must be written by a carrier with an industry rating by A.M. Best of A or better (or any similar criteria that we periodically specify). Liability policies must name us as an additional insured and must provide us with 30 days prior written notice of termination, expiration, or cancellation of the policy. You must provide us with certificates of insurance evidencing the proper types and at least the minimum amounts of coverage that we require. Currently, we require the following insurance:

Type of Insurance Policy	Coverage Requirements
General Liability	$1M per occurrence, $2M aggregate
Auto	$100,000 per individual, $300,000 total per accident

We have the right to increase the amounts of coverage required and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, new risks, and changes in the law or standards of liability, higher damage awards, or other relevant changes in circumstances.

All public liability and property damage policies must contain a waiver by the insurance company of subrogation rights against us and our affiliates, successors, and assigns. If you fail to maintain the required coverage, we have the right (but no obligation) to obtain insurance on your behalf. If we do so, you must reimburse us for the cost of insurance, plus a reasonable fee for our services.

We, Subfranchisor SIE California Group, nor Franchisor, School Is Easy USA, LLC ("SIE USA"), received any revenue from School Is Easy franchisees in the calendar year 2022 as a result of the sale of all required purchases and leases of products and services.

We estimate that approximately 59% of your total purchases and leases in establishing your School is Easy Tutoring Business, and approximately 73% of your total purchases and leases in operating your School is Easy Tutoring Business will be subject to at least one of the restrictions described in this Item 8.

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	Item in This Disclosure Document
a. Site selection and acquisition/lease	Not Applicable	5, 7, 8, 11 and 12
b. Pre-opening purchases/ leases	6(1)(o)	5, 7, 8 and 12
c. Site development and other pre-opening requirements	Not Applicable	5, 6, 7, 8, 11 and 12
d. Initial and ongoing training	5(1) to 5(6)	6, 7 and 11
e. Opening	2(5)	11
f. Fees	3, 4(2)(e), 5(8), 6(1)(k), 7(2), 13(2)(g), 15(2)(c), 17(2), 17(7), and Schedule A	5, 6 and 7
g. Compliance with standards and policies/Operating Manual	6, 7(1), 7(2)	11 and 14
h. Trademarks and proprietary information	9	13 and 14
i. Restrictions on products/ services offered	6(1)	8 and 16
j. Warranty and guest service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	2(1) to 2(4) and Schedule A	1 and 12

Obligation	Section in Franchise Agreement	Item in This Disclosure Document
l. Ongoing product/service purchases	1(a), 6.1(d), 6.1(14), and 6.5	6, 7 and 8
m. Maintenance, appearance and remodeling requirements	Not Applicable	11
n. Insurance	11	7 and 8
o. Advertising	8	6 and 11
p. Indemnification	11(1), 17	Not Applicable
q. Owner's participation/ management/staffing	6(1)	11 and 15
r. Records and reports	10	6
s. Inspections and audits	10(4)	6 and 11
t. Transfer	13	17
u. Renewal	4(2)	17
v. Post-termination obligations	15(2)	17
w. Non-competition covenants	12(1) and 12(2)	17
x. Dispute resolution	17(12)	17
y. Other – Personal Guarantee	Schedule D	15

ITEM 10

FINANCING

We do not offer any 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, School Is Easy California Group, Inc. is not required to provide you with any assistance.

Our Obligations Prior to Opening:

Before your School is Easy Tutoring Business opens, we will:

1. Provide initial training program. (Franchise Agreement, Sections 5(1) and 5(3))

2. Provide access to the Manual for the term of the Franchise Agreement. (Franchise Agreement, Section 7(3)) The table of contents for the Manual appears in Exhibit C of this disclosure document. As of the issuance date of this disclosure document, the Manual contains 146 pages.

3. Review and approve your proposed marketing materials for use in connection with the advertising of the School is Easy Tutoring Business, as described below under "Advertising." (Franchise Agreement, Sections 8(1) and 8(8))

Continuing Obligations

After your School is Easy Tutoring Business opens, we will:

1. Provide continuing advice and guidance as we deem advisable, during the initial term of the Franchise Agreement. (Franchise Agreement, Section 5(2))

2. Administer the Branding Fund. (Franchise Agreement, Sections 8(3)-8(7))

3. We may develop curricula for the System and that we will require you to use and implement. We reserve the right to charge you a fee for such curricula.

Site Selection and Opening Requirements

Your Franchised Business is a home-based business. We do not select your site. Your site is not subject to our approval (Section IV of the Franchise Agreement). We generally do not own or lease the premises or Site to franchises for the operation of the Franchised Business. You are responsible for obtaining any required permits for construction or remodeling. We may but are not obligated to provide you with assistance to ensure that your Site conforms to local ordinances and building codes and obtaining any required permits for construction or remodeling.

The typical length of time between the signing of the Franchise Agreement, or the first payment of consideration for the franchise, and opening the franchised business varies, but you should be able to commence operation within 60 days after signing as required by the Franchise Agreement. Factors affecting this time period include: how long it takes to complete any modification of your School is Easy site, completion of financing arrangements, compliance with local ordinances and obtained permits, obtained and installed equipment, your previous employment commitments (if any), your ability to complete our training program, and/or hiring and training personnel.

If you do not secure a Site, or we do not approve a Site for your Franchised Business within 30 days, or you do not have property.

You must open your Franchised Business within 60 days after signing the Franchise Agreement, or we may terminate your Franchise Agreement and retain all monies that you have paid us or our affiliates.

Technology and Computer System Requirements

You must purchase, install, and maintain at your Office Location, at your own expense, technology, computer systems, communications devices, audio/visual equipment, software systems, printers, and other computer accessories, that we specify in writing from time to time. Our specifications may evolve over time, and, in some cases, required items may only be available through us and/or designated suppliers.

You must also secure and maintain a reliable internet connection and use the web-based tutor management system as we designate from time to time.

We currently require that you maintain at least one computer with the capability to access the Internet, which we estimate to cost $750 to $2,500. You must also purchase a specified telephone and/or related software from RingCentral, which must either run through the computer or connect to an internet router. The telephone and/or related software is estimated to cost $75 to $350. We recommend, but do not require that you purchase a maintenance agreement for the computer, telephone, and software, to reduce any downtime and costs associated with repairs.

You must promptly update and upgrade your computer, communications, technology, and software systems as we require, at your expense. There is no contractual limitation on the cost or frequency of this obligation.

You must honor all credit, charge, courtesy, or cash cards or other credit devices that we specify. You must comply with the then-current Payment Card Industry Data Security Standards (PCI/DSS), as those standards may be revised by the PCI Security Standards Council, LLC (see *www.pcisecuritystandards.org*) or a successor organization.

Training

Pre-Opening Training

We will provide an initial training program to you and such owners, managers, or employees as we may designate, prior to the opening date. The training program may last up to 20 hours in duration and may include classroom training, on-site training, web-based training, and training programs offered by third parties.

We do not charge a tuition fee for the initial training program for up to three individuals; however, if in-person training is opted for, you must pay all expenses of your trainees. Your expenses will include the cost of travel, lodging, meals, and the wages of your employees. If you wish to have more than three individuals trained, you must pay $2,500 per additional person.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On The Job Training	Location
Business Setup	2	0	Online
Operations	6	6	Online
Tutor recruitment, vetting, and training	3	2	Online
Professional Development	5		Online
Marketing and Sales	4		Online

Subject	Hours of Classroom Training	Hours of On The Job Training	Location
Total Hours -	20	8	Online

Susan Ann Cumberland, who has over 14 years of full-time teaching experience in public, private secondary schools, and college/universities. She was the marketing director of an ESL college for 5 years. She was the assistant director of the intensive English program at the American language institute at San Diego State University. Susan has owned and operated a School is Easy franchise system since 2002. Susan is the founder of School is Easy and owned and operated. School is Easy Group Enterprises, a franchise company that awarded franchises in Canada. Susan trained franchisees between 2009- 2017. Susan is a BC certified teacher, has a B.Ed. degree and master's degree in Educational Leadership.

Gary Gean Leung has been a full-time teacher for 30 years, as well as a department head at various public highs schools in British Columbia. He has a bachelor's degree in secondary education and a master's degree in sports psychology. In the Burnaby school district, he was an athletic director for 6 years and was department head for 14 years. He was a master trainer for student leadership and traveled to several cities in Canada to speak at conferences. He was a faculty associate at Simon Fraser University for one year. He has coached track and field, basketball, cross country, volleyball, and cycling for more than 30 years. He has worked for School is Easy as a tutor and has been involved in recruiting tutors.

. We may change, add to, or make substitutions for the subjects and instructors listed in the tables and above as necessary or appropriate. All instructors and substitute instructors will have a minimum of one-year experience in School is Easy System or the subject matter, which they provide training and instruction.

Teacher Orientation

You must, at all times, maintain a sufficient number of teachers to service your clients and students, as specified by us from time to time or as required by applicable law. You will train all teachers employed or contracted by you according to our standards before any services are provided by such teachers. You will be responsible for all costs that you incur in training your employees.

Additional Training Programs

We may require you or your employees to attend mandatory and optional training programs covering new policies and procedures, marketing, and other aspects of business operations, as we may provide from time to time. We reserve the right to charge a fee for any optional training programs.

We will advise and consult with you periodically in connection with the operation of your School is Easy Tutoring Business.

Advertising

Grand Opening Campaign.

You must invest at least $3,000 on a grand opening campaign. In our sole discretion, we will determine the timing for the grand opening campaign. All advertising for the campaign must be approved by us prior to use. The expenditure is in addition to the obligations of local advertising.

Local Marketing

You must expend a minimum of $500 a month and $10,000 in any twelve-month period on local advertising and promotions. Before using or implementing any marketing or advertising, you must submit all advertising, promotional, and marketing materials to us for our approval, which will not be unreasonably withheld or unduly delayed.

Regional Advertising Cooperatives

We may designate any geographical area in which at least two School Is Easy Franchised Businesses are located for the purpose of establishing a local or regional marketing and advertising cooperative (Cooperative). Each Cooperative will be organized and governed in a manner approved by us in writing. If your Territory is within the geographic boundaries of a Region or Local Cooperate that we designate, you will be required to participate in the cooperative. You and each other member of the Cooperative must contribute weekly to the Cooperative up to fifty (50%) percent of your Local Advertising requirement (unless a majority of the Cooperative votes to increase that amount), which amount will result in a corresponding reduction in your Local Advertising requirement. Within thirty days after the end of each calendar month, each Cooperative will prepare an unaudited statement of the Cooperative's financial position and results of operations of the Cooperative. Each member of the Cooperative will be entitled to receive a copy of the Cooperative's financial statements upon request. For each School Is Easy business operated by us or our affiliates in a geographical area for which a Cooperative has been established, we will make a Cooperative Contribution on the same basis as assessments required of comparable franchises that are members of the same Cooperative. If outlets owned by us have the controlling voting power, Cooperative Contribution will not exceed fifty (50%) percent of your Local Advertising requirement. You do not have the right to form, change, dissolve, or merge any Regional Advertising Cooperative. The Regional Advertising Cooperative shall be administered by us. There are currently no Regional Advertising Cooperatives or governing documents available for your review.

Branding Fund

We have established a Branding Fund for the enhancement, promotion, and protection of the System and the Proprietary Marks and for the development of advertising, marketing, and public relations programs and materials when our first franchised School is Easy Tutoring Business opens. Currently, you must contribute 2.5% of Gross Sales or $295 (whichever is greater) from the preceding month to the Branding Fund ("Branding Fund Contribution"). We may increase your Branding Fund Contribution upon 60 days' prior written notice. School is Easy Tutoring Businesses operated by us, and our affiliates will contribute to the Branding Fund on the same basis as comparable franchisees. We have the right to direct all advertising, media placement, marketing, and public relations programs and activities financed by the Branding Fund, with final discretion over the strategic direction, creative concepts, materials and endorsements used, and the geographic, market and media placement and allocation. The Branding Fund may conduct advertising through national, regional, or local media. We may prepare advertising materials in the house and through third-party advertising agencies. You must participate in all advertising, marketing, promotions, research, and public relations programs instituted by the Branding Fund.

Among the programs, concepts, and expenditures for which we may utilize the Branding Fund monies are creating promotions, social media and app development, newsletters and artwork, printing costs, and other costs relating to any advertising and promotional programs undertaken by us.

We may sell certain advertising materials, merchandise, and premium items to you that are developed by the Branding Fund, and the earnings from such sales will be deposited in the Branding Fund. The Branding Fund also may be used to pay reasonable salaries, administrative costs, and overhead related to the administration or direction of the Branding Fund and its advertising programs. We will not use the Branding Fund for anything whose sole purpose is the marketing of franchises; however, the System website, public relations activities, community involvement activities, and other activities supported by the Branding Fund may contain information about franchising opportunities.

In the calendar year 2022, Franchisor School Is Easy USA, LLC ("SIE USA") spent 100% of the contributions from franchisees to the Brand Fund were spent on web development and digital optimization.

We may seek the advice of our franchisees by formal or informal means with respect to the creative concepts and media used for programs financed by the Branding Fund. However, we retain final authority on all programs financed by the Branding Fund. We do not currently have an advertising council composed of franchisees; however, we may establish one in the future.

We will prepare an annual, unaudited report (in a format of our choosing) of Branding Fund operations annually and will provide a copy of the report upon request. We have the right to change or dissolve the Branding Fund at any time. If we disband the Branding Fund, we will spend all monies in the fund for advertising and/or promotional purposes or distribute all unspent monies to contributors in proportion to their respective Branding Fund Contributions during the preceding 12 month period. Since we have not yet formed the Branding Fund, we do not have Branding Fund expenditures to report with respect to our last fiscal year.

The Branding Fund (including any earnings on unspent funds) will be used to maximize general public recognition, acceptance, and patronage of School is Easy Tutoring Businesses. We are not obligated to make Branding Fund expenditures for you, which are equivalent or proportional to your contributions or to ensure that any particular franchisee benefits directly or pro-rata from expenditures by the Branding Fund. The Branding Fund is not a trust, and we have no fiduciary obligation in collecting payments, maintaining the bank account, bookkeeping, or disbursement of monies from the Branding Fund.

We do not currently have any local or regional advertising cooperatives.

Approval Requirement

All advertising and promotion by you must be in the type of media and format that we approve, must be conducted in a dignified manner, and must conform to our standards and requirements. You must submit written samples of all proposed advertising and promotional plans and materials for our approval before use unless the plans and materials were prepared by us or have been approved by us.

Electronic Marketing and Electronic Communications

We will host and maintain an independent webpage for your School is Easy Tutoring Business at an Internet address that we specify. We will provide and maintain this webpage using a standard template. Unless we have agreed to it in writing, you may not use, register, maintain or sponsor any URL, social networking platform, blog, messaging system, email account, user name, text address, mobile application, or other electronic, mobile or Internet presence that uses or displays any of the Proprietary Marks (or any derivative thereof), or that promotes any products or services of your School is Easy Tutoring Business. The use of any electronic medium constitutes advertising and promotion subject to our approval, as described above. You may not transmit or cause any other party to transmit advertisements or solicitations by broadcast media, telephone, e-mail, text message, instant message, social network, VoIP, streaming media, or other electronic media without first obtaining our written consent as to (1) the content of the advertisements or solicitations; and (2) the type of media intended to be used. All telephone answering messages, email auto-signatures, and other identifiers of your School is Easy Tutoring Business must be in the form we prescribe. If we approve the use of an electronic medium, our approval will be conditioned on your compliance with any standards and procedures we issue with respect to that type of electronic medium, including the use of any disclaimers, warnings, and other statements that we may prescribe.

Pricing and Promotional Activities

To the extent permitted by applicable law, we have the right to establish maximum and/or minimum prices that you must follow for enrollment, merchandise, and other services and products offered and sold at your School is Easy Tutoring Business.

ITEM 12

TERRITORY

Each Franchise Agreement is granted for the Premises, which is a specific area that we approve. You must operate your School is Easy Tutoring Business only at the Premises. During the term of the Franchise Agreement, we will not operate, or grant the right to any other party to operate; a School is Easy Tutoring Business at any location within the "**Area**" designated in your Franchise Agreement. We and our affiliates reserve all rights that are not expressly granted to you under the Franchise Agreement. Among other things, we and our affiliates have the sole right to do any or all of the following (notwithstanding

proximity to your Area or Premises or their actual or threatened impact on sales at your School is Easy Tutoring Business): (1) operate or license others to operate at any location, during or after the term of the Franchise Agreement, any type of business other than a School is Easy Tutoring Business; (2) operate or license others to operate, during the term of the Franchise Agreement, School is Easy Tutoring Businesses at any location other than in the Area; (3) operate or license others to operate, after the Franchise Agreement terminates or expires, School is Easy Tutoring Businesses at any location, including within the Area; (4) merchandise and distribute goods and services identified by the Marks at any location through any other method or channel of distribution, including through e-commerce or retail outlets; (5*)* develop and own other franchise systems for the same or similar products and services using trade names and trademarks other than the Marks; and (6) purchase, be purchased by, merge or combine with, businesses that directly compete with School is Easy Tutoring Businesses.

Continuation of your Area does not depend on the achievement of a certain sales volume, market penetration, or other contingency. There are no circumstances that would permit us to modify your Area during the initial term of the Franchise Agreement. We are not required to pay you any compensation for other franchisees soliciting or accepting orders in your Territory or us.

Online Tutorin**g**.

Subject to our written direction and sole discretion, you may provide online tutoring services outside of the Area, provided, however, that the clients or students are not located in an area that is serviced by another School is Easy Tutoring Business. The Franchise Agreement does not otherwise authorize you to sell products or services through the Internet or through other channels of distribution, such as catalog sales, or telemarketing, or other direct marketing efforts.

Rights of First Refusal

We do not grant you any options, rights of first refusal, or similar rights to acquire additional franchises under the Franchise Agreement.

Relocation

You may relocate the Site of your Franchised Business so long the new Site meets our then-current Site requirements, and you reimburse us for any costs and expenses we incur in your relocation. Currently, for relocation and Site selection, the Site must not be approved by us. As a relocation fee, you are obligated to reimburse for any cost and expense that we incur reviewing or approving your relocation.

You will not receive an exclusive territory under the Franchise. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We will have no obligation to compensate you in connection with any such activities.

Sales of Products or Services under a Different Trademark (Affiliate Operations)

As of the date of this disclosure document, SIE USA is affiliated with the following entities: (i) EKFI, which offers franchises for various educational services in the fields of math, science, technology, and engineering; (ii) Pitman Training Group Limited, which offers franchises for independent training and testing in the United Kingdom, Ireland and other countries that operate under the Pitman Training name; and (iii) LLI, which offers franchises for Academy of Learning Career Colleges in the continuing adult education services industry in Canada that operate under the Academy of Learning Career Colleges or AOLCC names. In addition, certain of SIE USA's parents and/or affiliates (and/or their owners), may in the future invest in other companies that offer franchises and/or own educational enterprises that may compete with the type business being franchised under this disclosure document. We do not currently anticipate conflicts arising between franchisees of the possibly deemed affiliated brands and those of School Is Easy, and as such, do not have a plan for how to resolve disputes regarding territory, customers and/or franchisor support in the event they arise. However, current and/or future outlets of such possibly deemed affiliated brands – as well as current and/or future educational enterprises owned, operated or invested in by SIE USA's

parents and/or affiliates (and/or their owners) – may be located in your Territory (including immediately proximate to your Territory) and may have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within your Territory..

.

ITEM 13

TRADEMARKS

We grant you a non-exclusive license to use the Proprietary Marks during the term of the Subfranchise Agreement. We may also authorize you to use other current or future Proprietary Marks to operate your School is Easy Tutoring Business. By Proprietary Marks, we mean trade names, trademarks, service marks, and logos we use to identify School is Easy Tutoring Businesses and the services and products sold by them. Our affiliate, SIE, is the owner of the Proprietary Marks. SIE has registered the following mark and filed all required affidavits with the United States Patent and Trademark Office ("**USPTO**") on the Principal Register:

Mark	Registration Date	Registration Number
SCHOOL IS EASY	June 12, 2012	4158342

By a subfranchise franchise agreement by and between us and SIE USA with an address of 100 York Boulevard Suite 400, Richmond Hill, ON, L4B 1J8, we were granted a right to operate and offer School is Easy franchises in the state of California. SIE USA has the right to terminate the License Agreement if we commit a material breach of the Subfranchise Agreement. In that event, SIE USA will have the right to assume our obligations under your Franchise Agreement.

SIE has granted us the right to use and permit our franchisees to use the Proprietary Marks under a License Agreement. SIE has the right to terminate the License Agreement if we commit a breach of the License Agreement. In that event, SIE will have the right to assume our obligations under your Franchise Agreement. There are no other agreements that limit our right to license the Proprietary Marks to you under the Franchise Agreement.

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court involving the principal mark, nor any pending infringement, opposition, or cancellation proceedings or material litigation involving the Proprietary Marks. We are not aware of any infringing uses that could materially affect your use of the Proprietary Marks. Other than the license agreement with SIE, there are no agreements that limit our rights to use or license the use of the Proprietary Marks, and we are not aware of any superior rights that could affect your use of the Proprietary Marks.

You must notify us of any unauthorized use of the Proprietary Marks. You must also notify us of any challenge to the validity of, or the right to use, any of the Proprietary Marks. We have the right to control any administrative proceeding or litigation that involves the Proprietary Marks. This right includes the right to settle any of those disputes. We may, but are not required to, try to stop other people from using the Proprietary Marks.

You must follow our rules when you use the Proprietary Marks. You may not use any of the Proprietary Marks as part of your corporate name, Internet domain name, or e-mail address, or with modifying words, designs or symbols. You may not use the Proprietary Marks for the sale of an unauthorized product or in any other manner not authorized by the Franchise Agreement.

We can modify the Proprietary Marks and/or substitute different marks for use in identifying School is Easy Tutoring Businesses and the System. You must promptly implement any modification or substitution at your own cost and expense. We will have no obligation or liability to you as a result of the modification or substitution.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents material to the franchise. We do not own any copyright registration material to the franchise. We do have unregistered copyrights in the School is Easy Operating Manual, and all printed, audiovisual, and other materials developed and distributed for use by our franchisees or us (collectively called the "Proprietary Information"). Information not protected by copyright, but which is confidential to us, such as information about our methods, policies, and marketing programs, is also part of the Proprietary Information.

There are no administrative or judicial determinations relating to the copyrights, nor any agreements that limit the use of them. We are not obligated to protect these copyrights.

You will not acquire any interest in the Proprietary Information. All Proprietary Information must be returned to us immediately upon the termination of the Franchise Agreement for any reason. The Proprietary Information is disclosed to you solely on the condition that you (1) will not use it in any other business or capacity; (2) will maintain the absolute confidentiality of the information during and after the term of your Franchise Agreement; (3) will not make unauthorized copies of any portion of the Operating Manual or any other written communication from us; (4) will not disclose or duplicate any part of the Proprietary Information other than disclosure to an employee of the franchised business to the extent necessary to do his or her job; and (5) will adopt and implement all reasonable procedures we may require preventing unauthorized use or disclosure of the information, including restrictions on disclosure of the information to employees of the franchised business and the use of nondisclosure and noncompetition clauses in employment agreements. All shareholders, officers, directors, partners, and members of the franchise are presumed to have access to Proprietary Information and must sign a Nondisclosure and Noncompetition Agreement to maintain the confidentiality of the Proprietary Information and conform to the noncompetition covenants.

You must inform us in writing if anyone breaches the Nondisclosure and Noncompetition Agreement or if there is any other violation of the obligations regarding any of the Proprietary Information or if you learn about any improper use of any of it.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE

ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You, or your designated controlling owner "**Controlling Owner**," will be the person with whom we communicate and who will have the authority to bind you with respect to all financial, operational, and legal matters related to the School is Easy Tutoring Business and the Franchise Agreement. The Controlling Owner must have an equity ownership interest in your company of at least 51%. The Controlling Owner is required to devote his or her full attention to the establishment, development, and operation of the Franchised Business, which in any event shall be no less than 35 hours per week;

The Controlling Owner must successfully complete our training program (see Item 11). We may require that this Controlling Owner, among others, sign an agreement with you not to compete with School is Easy Tutoring Business for a period after their employment with you. We may also require that you have them sign an agreement not to reveal confidential information they obtain in the course of their employment with you. These agreements must be in a form we approve and specifically identify us as a third-party beneficiary with the independent right to enforce the agreement. See Items 14 and 17 for further information.

If the franchisee is a corporation or limited liability company, each of the owners must sign and personally guarantee all of the company's obligations under the Franchise Agreement. The personal guarantee includes a commitment to be bound personally by the confidentiality and non-competition provisions of the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate your School is Easy Tutoring Business in strict conformity with the methods, standards, and specifications that we prescribe in the Manuals or otherwise in writing. You may only offer services to clients and operate your School is Easy Tutoring Business using only the products, services, and techniques that we have approved. You may not deviate from the approved standards and specifications, and you must stop offering or teaching any aspect(s) of the system that we at any time disapprove in writing (recognizing that we have the right to do so at any time).

We have the right to change or modify the System from time to time, including modifications to the Manuals, approved suppliers, required equipment, the presentation of the Proprietary Marks, the adoption of new administrative forms and methods of reporting and payment of any monies owed to us (including electronic means of reporting and payment) and the adoption and use of new or modified Proprietary Marks or 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. Length of the franchise term	4(1)	The term expires five years after the effective date of the Franchise Agreement.
b. Renewal or extension of the term	4(2)	If you are in compliance with the terms and conditions of all agreements and documents related to the operation of your School is Easy Tutoring Business, you can obtain two successor franchise agreements, each with a five-year term.
c. Requirements for you to renew or extend	4(2)	Provide written notice of intent to renew; be in compliance with other agreements with us; sign a general release and pay a renewal franchise fee. The renewal franchise agreement may contain terms that are materially different from your expiring Franchise Agreement, such as different fee requirements, but will not include an initial franchise fee.
d. Termination by you	Not Applicable	
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	15	We may terminate the Franchise Agreement only if you or your owners commit any one of several violations.
g. “Cause” defined - defaults which can be cured	15	You have five days to cure non-payment of fees, three days to cure non-submission of reports, and 10 days to cure other defaults, except for those described in h. below.

Provision	Section in Franchise Agreement	Summary
h. "Cause" defined - noncurable defaults	15	Non-curable defaults: insolvency, bankruptcy, unapproved transfers, repeated defaults even if cured; misconduct, abuse, unresolved client complaints.
i. Your obligations on termination/ non-renewal	15(2)	Obligations include closing the School is Easy Tutoring Business, discontinue the use of Proprietary Marks, paying amounts due, and return of all of our materials (also see o. and r. below).
j. Assignment of contract by us	13(6)	There are no restrictions on our right to assign.
k. "Transfer" by you – definition	13(1)-(2)	Restrictions apply to a transfer of any direct or indirect interest in the Agreement, in you (if you are a corporation or other entity), or in substantially all of the assets of the School are Easy Tutoring Business.
l. Our approval of transfer by you	13(1)-(2)	We have the right to approve all transfers.
m. Conditions for our approval of transfer	13(2)	Transferee qualified; accrued fees paid; no default exists; sales price reasonable; assigned Agreement or transferee signs new franchise agreement; training as required; you sign a release and pay transfer fee.
n. Our right of first refusal to acquire your business	13(3)	We have the right to match any offer.
o. Our option to purchase your business	Not Applicable	
p. Your death or disability	14	Upon the death or permanent disability of an individual franchisee or the controlling shareholder of a franchise entity, the surviving spouse or adult child must decide if they want to transfer the business to themselves within three months and are, in our reasonable opinion, capable of carrying on the Franchised Business. In the event the heirs or beneficiaries of any such person are unable to meet the conditions set out in Section 14.1 hereof, we may terminate this Agreement. During this period, we have the right to manage the operation of the School is Easy Tutoring Business until the transfer is completed. If we exercise this right, we can charge a reasonable management fee for our services.
q. Non-competition covenants during the term of the franchise	12(1)	No involvement with any Competing Business. "Competing Business" means any business that is based on in-home, on-line, or at a center that offers tutoring or test preparation services.
r. Non-competition covenants after the franchise is terminated or expires	12(2)	No involvement with any Competing Business for two years within 5 miles of the perimeter of the Area of your School is Easy Tutoring Business, or any other then-existing School is Easy Tutoring Business.

Provision	Section in Franchise Agreement	Summary
s. Modification of the agreement	16(3)	No modification generally without a signed agreement, but we may modify the System and the Manual.
t. Integration/ merger clause	16(3)	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement requires you to waive reliance on the representations we made in the disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	
v. Choice of forum	17(13)	N/A
w. Choice of law	17(12)	Subject to state law, the law of the state of Delaware.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about a possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Susan Cumberland 1401 21ST Street, Suite R, Sacramento, CA 95811, 323-379-3279 (EASY), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Below is a list of our School Is Easy California Group, Inc., outlets and franchise information:

Table No. 1
Systemwide Outlet Summary
For Years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Company-Owned Outlets	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	**2020**	**0**	**0**	**0**
	2021	**0**	**0**	**0**
	2022	**0**	**0**	**0**

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For Years 2020 to 2022

State	Year	Number of Transfers
Total	2020	0
	2021	0
	2022	0

States not listed had no activity to report. The numbers for the above are as of December 31 of each year.

Table No. 3
Status of Franchised Outlets
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Total	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

States not listed had no activity to report. The numbers for the above are as of December 31 of each year.

Table No. 4
Status of Company-Owned Outlets
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Total	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

States not listed had no activity to report. The numbers for the above are as of December 31 of each year.

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

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the next Fiscal Year	Projected New Affiliate-Owned Outlets in the next Fiscal Year
Total	0	0	0

States not listed had no activity to report.

Below is a list of Franchisor, SIE USA, outlets and franchise information:

Table No. 1
Systemwide Outlet Summary
For Years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2020	1	4	+3
	2021	4	4	0
	2022	4	0	-4
Affiliate-Owned Outlets	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	**2020**	**1**	**4**	**+3**
	2021	**4**	**4**	**0**
	2022	**4**	**0**	**-4**

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For Years 2020 to 2022

State	Year	Number of Transfers
Total	2020	0
	2021	0
	2022	0

States not listed had no activity to report. The numbers for 2018, 2019 and 2020 are as of December 31 of each year.

Table No. 3
Status of Franchised Outlets
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Florida	2020	0	3	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	1	0	0	1	0
Iowa	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
Total	**2020**	**1**	**3**	**0**	**0**	**0**	**0**	**4**
	2021	**4**	**0**	**0**	**0**	**0**	**0**	**4**
	2022	**4**	**0**	**1**	**0**	**0**	**3**	**0**

States not listed had no activity to report. The numbers for 2018, 2019 and 2020 are as of December 31 of each year.

Table No. 4
Status of Affiliate-Owned Outlets
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Total	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

States not listed had no activity to report. The numbers for 2018, 2019 and 2020 are as of December 31 of each year.

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

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the next Fiscal Year	Projected New Affiliate-Owned Outlets in the next Fiscal Year
Total	0	0	0

States not listed had no activity to report.

A list of the names, addresses, and telephone numbers of all School Is Easy franchisees is attached to this disclosure document as Exhibit H.

A list of the names, last known home addresses, and telephone numbers of every School Is Easy} franchise which has had their franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the date of this disclosure document, is attached to this disclosure document as Exhibit H.

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

We do not have any franchisees during the last three fiscal years who have signed confidentiality clauses.

There are no trademark-specific franchisee organizations associated with the franchise system offered in this Franchise Disclosure Document, and no independent franchisee organization has asked to be included in this Franchise Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

Exhibit D contains our unaudited financials as of June 30, 2023, and audited financial statements as of December 31, 2020, December 31, 2021, December 31, 2022, and SIE USA, the Franchisor's, audited financial statements dated as of December 31, 2020, and December 31, 2021, and December 31, 2022.

Our fiscal year ends on December 31st of each year.

ITEM 22

CONTRACTS

Attached as Exhibits to this Disclosure Document are the following contracts:

Exhibit A	Confidentiality Agreement
Exhibit B	Franchise Agreement
Exhibit G	General Release

ITEM 23

RECEIPTS

Two copies of a receipt form appear at the end of this Disclosure Document. Please fill out and sign both receipts, return one copy to us and keep the other for your records.

School is Easy

TUTORING

EXHIBIT A

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT
RE: PURCHASE OF SCHOOL IS EASY TUTORING BUSINESS FRANCHISE

1. Application. The corporation (if applicable) and/or all of the individuals signing below (collectively, the "Applicant") hereby request consideration by School Is Easy California Group, Inc. (the "Company") for the grant of a School Is Easy Tutoring Business franchise upon the terms and conditions set out below and such other terms and conditions as are set out in the Company's current standard form of franchise agreement (the "Franchise Agreement").

2. Location. Subject to the satisfaction of all conditions precedent established by the Company, the Company will grant, pursuant to the Franchise Agreement, the non-exclusive right to use the Company's standards, methods, procedures, specifications, and trademarks to the Applicant in connection with the operation of School Is Easy Tutoring Business franchise location at one location only to be situated within the area described below (the "Territory").

3. Approval of the Applicant. The Company will conditionally approve or disapprove the Applicant. The Company will then notify the Applicant of his/her/its conditional approval as a School Is Easy Tutoring Business franchisee (the date of notification is referred to in this Agreement as the "Approval Date"). In the event that the Applicant is not approved, the Company will notify the Applicant of the Company's disapproval, a release of claims against the Company and its parent and affiliates, excepting any claims which cannot be released pursuant to an applicable franchise law statute shall be executed.

4. Execution of the Franchise Agreement. The Applicant will have 90 calendar days from the Approval Date in which to enter into a Franchise Agreement with the Company. The Applicant acknowledges and agrees that the Franchise Agreement may contain some or all of the provisions set out on the attached Schedule A, or a variation of those provisions.

Failure by the Applicant to execute the Franchise Agreement and make payment in full within 90 day calendar days of the Approval Date will entitle the Company to terminate this Agreement and a release of claims against the Company and its parents and affiliates, excepting any claims which cannot be released pursuant to an applicable franchise law statute shall be executed. The Company will have no obligations or liabilities to the Applicant of any nature whatsoever unless the Franchise Agreement is executed and, in such case, only in accordance with the terms of such Franchise Agreement.

5. Certification Regarding Truthfulness. Each of the undersigned certifies that all of the information supplied on the School Is Easy Tutoring Business franchise Confidential Profile Report submitted to the Company in connection with the undersigned's application for a School Is Easy Tutoring Business franchise, any financial information submitted along with, and any information supplemented by Applicant for the purpose of the application process; it is true, complete and correct as of the date of this Agreement.

6. Confidentiality. The Applicant acknowledges that, prior to its execution of the Franchise Agreement, the Company may furnish to the Applicant information and material pertaining to the Company, its methods of operation, and know-how. The Applicant acknowledges that such information and material are of a proprietary and confidential nature constituting trade secrets of the Company having immeasurable value. Accordingly, the Applicant agrees to keep all such information and material confidential and not to disclose the same to any person, firm, or corporation.

(a) The Applicant further agrees that all such information and material will be received and retained by the Applicant for use only in connection with the operation of the Applicant's

School Is Easy Tutoring Business franchise location and will not be used, directly or indirectly, for any other purpose.

(b) The Applicant agrees to remain bound by the confidentiality provisions contained in this Agreement notwithstanding the completion, expiration or termination for any reason whatsoever of the Agreement and further agrees to immediately return to the Company upon the Company's request any and all documents or other material received from the Company together with any and all copies of such materials. Applicant may only disclose such information required by law or court order.

(c) Where the Applicant is a business entity, the Applicant agrees to cause a Confidentiality Agreement to be signed and delivered by each of its shareholders, partners, officers, directors, and senior management as a pre-condition to any disclosure being made by the Company to the Applicant.

7. General. This Agreement will be governed by and construed in accordance with the laws of Delaware. Time is of the essence of this Agreement and each part of this Agreement. This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings in any way related to its subject matter. The Applicant acknowledges that the Company has made no oral or written representations, inducements, warranties, promises, whether direct or collateral, express or implied, statutory or otherwise, concerning this Agreement, the franchise system of the Company, the business to be operated hereunder or any other matter which is not expressly set out in this Agreement. This Agreement is personal to the Applicant and may not be assigned by the Applicant.

8. Date of Execution. This Agreement has been signed, sealed, and delivered by the parties on _____.

_____
Full Legal Name of Franchisee Entity

By: _____

Name: _____

Title: _____

Signature of all partners, shareholders, or individual owners

_____ _____
Witness

Name (Print): _____
Address: _____

_____

Tel. No.: _____

Witness

Name (Print):
Address:

Tel. No.:

Witness

Name (Print):
Address:

Tel. No.:

EXHIBIT B

FRANCHISE AGREEMENT

School is Easy

TUTORING

US FRANCHISE AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS 2
2. GRANT 3
Grant 3
Restricted Area 3
Marketing & Solicitation Restrictions 3
Online Tutoring 3
Opening the Franchised Business 3
Office 3
Reserved Rights 4
3. INITIAL FEE & ROYALTIES 4
Initial Franchisee Fee 4
Continuing Royalty 4
Interest on Late Payments 5
4. TERM 6
Initial Term 6
Renewal 6
Effective Date 6
5. SIE CALIFORNIA GROUP'S OBLIGATIONS 6
Initial Training Program 6
Operating Assistance 7
Delegation of Services by SIE California Group 7
Other Programs and Business Models 7
Additional Training Programs 7
Franchisee Advisory Council 8
6. OPERATION OF FRANCHISED BUSINESS 8
Duties and Obligations 8
System Modifications 9
Internet 10
Discounts, Rebates, Bonuses 10
Pricing 10
Transfer of Funds 11
Social Media 11
Compliance with Laws and Taxes 11
7. MANUAL AND CONFIDENTIALITY 13
Compliance with Manual 13
Non-Disclosure 13
Manual is Property of SIE USA 13
8. ADVERTISING 14
Local Advertising 14
Contribution to Fund 15

Grand Opening Campaign 16
9. MARKS 17
No Permanent Interest 17
Franchisee's Obligations with Respect to Marks 17
Infringement or Change of Marks 18
10. ACCOUNTING, RECORDS, REPORTS, AUDITS, AND INSPECTIONS 18
Bookkeeping, Accounting, and Records 18
Reports and Financial Information 18
Use of Financial Information 19
Inspection and Audit of Books and Records 19
Auditor's Report to be Final 19
11. INSURANCE 19
Types of Insurance 19
Policies of Insurance 20
Copies 20
Placement of Insurance by SIE California Group 20
12. RESTRICTIVE COVENANTS AND TRADE SECRETS 20
Competition during Term of Agreement 20
Competition after Termination 20
Acknowledgment of Corporate Franchisee 21
13. SALE, ASSIGNMENT, TRANSFER 21
Assignment by Franchisee 21
Right of First Refusal 22
Sale of Shares or Other Interest in the Franchisee 23
Assignment to a Controlled Corporation 23
Assignment by the SIE USA and SIE California Group 23
14. DEATH OR INCAPACITATION 23
Death or Incapacitation 23
Deemed Permanently Disabled 24
Interim Management 24
15. TERMINATION 24
Events of Termination 24
Effect of Expiration or Termination 26
Additional Remedies 27
Survival of Covenants 27
Failure to Act Not to Affect Rights 28
16. ACKNOWLEDGMENTS 28
Independent Investigation 28
Entire Agreement 28
17. GENERAL PROVISIONS 28
Indemnification of SIE USA and SIE California Group 28
Legal Fees 30

Legal Relationship 30
Severability 30
Notice 30
Headings, Section Numbers 31
Applicable Laws 31
WAIVER OF PUNITIVE DAMAGES, CLASS ACTION LAWSUITS, AND JURY TRIAL 31
Injunctive Relief. 31
Time of the Essence 32
Waiver of Obligations 32
Construction 32
Default Cumulative 32
Further Assurances 32
Binding Agreement 32
When Agreement Binding on Franchisee 32
Rights of SIE California Group are Cumulative 33
Force Majeure 33
Franchisee May Not Withhold Payments Due 33
Fair Dealing 33

SCHEDULE A – FRANCHISE INFORMATION

SCHEDULE B - CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBER AGREEMENT

SCHEDULE C – OWNERSHIP INTERESTS

SCHEDULE D – GUARANTEE AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

SCHEDULE E – FRANCHISEE DISCLOSURE VERIFICATION

SCHEDULE F – FORM OF NON-DISCLOSURE AND NON-COMPETITION AGREEMENT
(NOT SIGNED BY SIE CALIFORNIA GROUP)

SCHEDULE G – ACH AUTHORIZATION FORM

SCHOOL IS EASY
FRANCHISE AGREEMENT

THIS AGREEMENT made this ___ day of _____, 20__ (the “Agreement”),

AMONG: SCHOOL IS EASY CALIFORNIA ·GROUP, INC. a California Corporation and doing business as School is Easy Tutoring with its principal office located at:1401 21ST Street, Suite R, Sacramento, CA 95811 (Hereinafter referred to as the "SIE California Group")

OF THE FIRST PART

AND: **FRANCHISEE NAME**
[ADDRESS]
(Hereinafter referred to as the "Franchisee")

OF THE SECOND PART

WHEREAS:

A. School Is Easy USA, LLC (“SIE USA”) has developed a marketing plan and system (hereinafter called the "System") for the development, opening and operation of businesses providing in-home teaching for children and adults as well as providing other ancillary and related services and products (the “School is Easy Tutoring Business”);

B. The distinguishing features of the System include, but are not limited to, methods and procedures, services, manuals, proprietary software, training programs, standards, specifications, and proprietary marks and information;

C. SIE USA has the right to use certain proprietary interests, trademarks, trade names and logos including “School is Easy”, hereinafter collectively referred to as (the "Marks"), to identify for the public the source of goods and services marketed thereunder and to represent to the public high and uniform standards of quality, appearance and service;

D. By a Subfranchise Agreement entered into SIE USA and SIE California Group, SIE California Group has the right to use the use the School is Easy System and Marks and is the SIE California Group of the School is Easy Tutoring System in the state of California.

E. By reason of the consistent business format or system and high standards of quality and service, SIE USA and SIE California Group has established an excellent business reputation, created a substantial demand for its services and products and built up valuable goodwill;

F. Franchisee is desirous of acquiring from SIE California Group the right and license to operate a School is Easy Business utilizing the School is Easy System and the School is Easy Marks upon the terms and conditions in this Agreement;

G. Prior to Franchisee executing this or any other binding agreement or paying any non-refundable consideration, Franchisee acknowledges that Franchisee has had adequate opportunity to review this Agreement (with all blank spaces completed) with legal and accounting professionals of Franchisee’s own choosing and that Franchisee is aware of the business risks involved in entering into this Agreement and in operating the Franchised Business.

NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained, the parties covenant and agree as follows:

1. DEFINITIONS

Where used in this Agreement and in any schedules or amendments thereto, the following terms shall have the following meanings:

(a) **"Approved Supplier"** means products and supplies from the SIE California Group and SIE USA, or suppliers approved or designated by the SIE California Group or SIE USA (which may include affiliates of the SIE California Group and SIE USA), or from any other source or supplier, provided that SIE California Group and SIE USA shall have first approved in writing such other source or supplier, which approval shall not be unreasonably withheld so long as the Franchisee can demonstrate to reasonable satisfaction that its source or supplier is able to supply on a reliable basis a product or service meeting standards and specifications and approved product list. The Franchisee shall submit to the SIE California Group and SIE USA samples of any such products or supplies, which Franchisee wishes to acquire from any other source or supplier and the SIE California Group and SIE USA shall be entitled to submit such samples, at the Franchisee's expense, to an independent testing laboratory to determine whether the standards of the SIE California Group and SIE USA are met;

(b) **"Area"** means the boundaries described in Schedule "A" hereto;

(c) **"Clients"** means all individuals, firms, companies, or other entities that pay for the Services and Products;

(d) "**Competing Business**" means any business that is based in-home, online, or at a center that offers tutoring or test preparation services.

(e) **"Franchised Business"** means the School is Easy Tutoring Business to be operated by the Franchisee under the System and the Marks pursuant to the provisions of this Agreement;

(f) **"Initial Term"** means the five (5) year term.

(g) **"Interest Rate"** means a rate of interest equal to the lesser of one and one-half percent (1½ %) per month, or eighteen percent (18%) per annum, or the maximum rate of interest permitted by law;

(h) **"Manual" or "Manuals"** means, collectively, all training manuals, books, pamphlets, bulletins, memoranda, letters, notices or other publications or documents prepared by or on behalf of SIE USA and SIE California Group for use by franchisees generally or for Franchisee in particular, setting forth information, advice, standards, requirements, operating procedures, instructions or policies relating to the operation of the Franchised Business, as same may be amended from time to time;

(i) **"Marks"** means the trade name "School is Easy Tutoring" and the internet domain name www.schooliseasy.com and http://www.california@schooliseasy.comwww.schooliseasy.com/california with such other trade-names, trademarks, symbols, logos, distinctive names, service marks, certification marks, logo designs, insignia or otherwise which may be designated by SIE California Group as part of the System from time to time, and not thereafter withdrawn;

(j) **"Premises"** means the location or locations where the Programs are delivered to Students;

(k) **"Products"** means all merchandise, supplies or accessories authorized by SIE California Group to be offered or sold through the Franchised Business including online sales; and SIE California Group can be a supplier of any Product;

(l) **"Program"** or **Programs"** means the educational programs that are developed or approved by SIE California Group;

(m) **"Services"** means all services authorized by SIE California Group to be offered or sold through the Franchised Business, and SIE California Group can be a supplier of any Service;

(n) **"Student"** means any person who is enrolled in any Program offered and delivered as part

of the Franchised Business;

(o) **"Teacher"** means an individual employed by Franchisee, or an independent contractor contracted by Franchisee, that has satisfactorily attended and completed Franchisee's Teacher Orientation and all Mandatory Training Programs, and

2. GRANT

Grant

(a) Subject to the provisions of this Agreement and for the Initial Term, SIE California Group hereby grants to Franchisee a right to operate a School is Easy Tutoring Business within the Area, and a non-exclusive license to use the System and Marks solely and exclusively in operation thereof. Termination or expiration of this Agreement shall constitute a termination or expiration of the rights and license granted herein.

Restricted Area

(b) Except as otherwise provided in this Agreement, so long as Franchisee has not breached any of the terms and conditions of this Agreement or any other agreements with SIE California Group or its affiliates, SIE California Group shall refrain from operating or granting to anyone else a franchise to operate a School is Easy Tutoring Business within the Area.

Marketing & Solicitation Restrictions

(c) Franchisee shall not directly market to or solicit Clients whose principal address is outside the Area. Franchisee shall not advertise in any media whose primary circulation does not encompass the Area without the prior written approval of SIE California Group. In its sole discretion, SIE California Group may enforce these restrictions in this section, but under no circumstances shall SIE California Group be required to engage in litigation or similar actions regarding these restrictions.

Online Tutoring

(d) Subject to any written instructions from SIE California Group and to SIE California Group's right to require Franchisee to cease offering such services, Franchisee may provide online tutoring services outside of the Area provided however that the Client is not located in an area that is serviced by another School is Easy Tutoring Business operated by a franchisee or SIE California Group (or its affiliates).

Opening the Franchised Business

(e) Franchisee agrees to open the Franchised Business no later than 60 days after signing this Agreement (the "Opening Deadline"). Franchisee shall not open the Franchised Business until SIE California Group has been paid all amounts owing to the SIE California Group and its suppliers under this Agreement or any other agreements between SIE California Group and Franchisee and Franchisee has satisfied any other conditions for opening imposed by SIE California Group. If the Franchised Business is not opened before Opening Deadline, SIE California Group may, in its sole discretion, terminate this Agreement and retain the Initial Franchise Fee, without any refund to Franchisee.

Office

(f) Franchisee must set up and maintain an office for the Franchised Business at the Office specified in Schedule "A" attached hereto (the "Office"). The computer equipment, software, and all books, records (including banking records), and tax returns related to the Franchised Business must be maintained solely at the Location.

(g) Franchisee will not change the address of the Office without the prior written consent of SIE California Group, such consent not to be withheld unreasonably. Upon such consent being provided, the new address will automatically become the Office hereunder.

Reserved Rights

(h) SIE USA and SIE California Group and its affiliates reserve all rights that are not expressly granted to Franchisee under this Agreement. Therefore, among other things, SIE USA and SIE California Group and its affiliates have the sole right to do any or all of the following (notwithstanding proximity to the Area or Franchised Business or their actual or threatened impact on sales at the Franchised Business): (1) Operate or license others to operate at any location, during or after the Initial Term, any type of business other than a School is Easy Tutoring Business; (2) Operate or license others to operate, during Initial Term, School is Easy Tutoring Businesses at any location other than in the Area; (3) Operate or license others to operate, after this Agreement terminates or expires, School is Easy Tutoring Businesses at any location, including within the Area; (4) Merchandise and distribute goods and services identified by the Marks at any location through any other method or channel of distribution, including through e-commerce or retail outlets; (5) Develop and own other franchise systems for the same or similar products and services using trade names and trademarks other than the Marks; and (6) Purchase, be purchased by, merge or combine with, businesses that directly compete with School is Easy Tutoring Business.

3. INITIAL FEE & ROYALTIES

Initial Franchisee Fee

(a) In consideration of Franchisee receiving the opportunity to establish the Franchised Business, Franchisee shall pay to the SIE California Group, simultaneously with the execution of this Agreement, an initial, non-recurring, non-refundable initial franchise fee in the amount of $25,000 (the “Initial Franchise Fee”). The Initial Franchise Fee shall be deemed to be fully earned by SIE California Group upon the execution of this Agreement.

Continuing Royalty

(b) In return for the on-going rights and privileges granted to Franchisee hereunder, Franchisee shall pay to SIE California Group a continuing royalty (the “Royalty”) throughout the Initial Term in the amount of the greater of 8.5% of Gross Sales and commencing 6 months post opening of the Franchised Business 8.5% of Gross Sales or a minimum monthly Royalty fee in all months but the months of July of August of each year as follows:

Year	Monthly Minimum with the exception of July and August
1st year	$250/month
2nd year	$450/month
3rd year and there after	$635/month

The Minimum Monthly Royalty is subject to inflation adjustment.

Gross Sales

(c) "Gross Sales" is defined as (a) all revenue from the sale of all Services and Products and all other income of every kind and nature related to, derived from or originating from the Franchised Business (whether or not permitted under the Franchise Agreement) including barter; and (b) proceeds of any business interruption insurance received by Franchisee for loss of business due to a casualty to or similar event pertaining to the Franchised Business, whether for cash or credit, and regardless of theft, or of collection in the case of credit. Gross Sales shall not include: (i) any legitimate and reasonable allowances, discounts and/or refunds that Franchisee provides to customers; and (ii) sales taxes or other taxes that Franchisee collects from customers and actually pays to the appropriate taxing authorities.

Inflation Adjustment

(d) Monthly Minimum Royalty will be adjusted each year in proportion to the changes in the US. Consumer Price Index, or any successor index, and rounded to the nearest dollar. The Franchisor shall notify the Franchisee of the percentage adjustment each year.

Interest on Late Payments

(e) Any payment due from Franchisee that is not actually received by SIE California Group on or before the due date shall be deemed overdue. All unpaid obligations under this Agreement shall bear interest from the date due until paid at the Interest Rate as defined in this section.

Method of Payment

(f) The Royalty Fees and Branding Fund Contributions are taken directly from customer Client credit card payments. Royalty payments for the balance of gross income from a check, cash, barter, or other forms of payment are due on the last working day of each month for the preceding month. The Franchisee is responsible for all credit processing fees.

(g) The Franchisee shall execute all documents necessary to permit Franchisor to withdraw funds from Franchisee's designated bank account by Electronic Funds Transfer ("EFT") in the amount of the Royalty, the Branding Contribution, and any other amounts due under this Agreement at the time such amounts become due and payable under the terms of this Agreement (the "Automatic Debit").

(h) Any fee or contribution calculated by reference to Gross Sales shall be based upon the Client's credit card payments provided, that if a Gross Sales Report for the subject month is subsequently received and reflects (i) that the actual amount of the fees and contributions due was more than the amount of the EFT, then Franchisor shall be entitled to withdraw additional funds through EFT from Franchisee's designated bank account for the difference; or (ii) that the actual amount of the fees and contributions due was less than the amount of the EFT, then Franchisor shall credit the excess amount to the payment of Franchisee's future obligations. Any necessary reconciliation shall be made during the month following receipt of such Gross Sales Report that was not submitted on time.

Bank Transfer Denial Fee

(i) If any financial institution denies a transfer of fees, a fee of Fifty Dollars ($50) will be added to the total fees Franchisee owes.

4. TERM

Initial Term

(a) The term of this Agreement (the “Initial Term”) shall commence on the date hereof and shall expire five (5) years thereafter unless terminated sooner in accordance with the provisions of this Agreement.

Renewal

(b) If Franchisee is in compliance with the terms and conditions of this Agreement and all other agreements and documents relating to the operation of the Franchised Business, Franchisee shall have the right, but not the obligation, to enter into a new franchise agreement with the SIE California Group for two (2) successive five (5) year renewal terms (the “Renewal Term” or “Renewal Terms”), commencing immediately upon expiration of the Initial Term or then-current Renewal Term, as applicable. Each Renewal Term shall be subject to the following terms and conditions:

(1) Franchisee shall notify SIE California Group in writing not more than twelve (12) months nor less than seven (7) months prior to the expiration of the then-current term, of Franchisee’s desire to exercise the renewal right;

(2) Franchisee is not in default of any provision of any license for the Franchised Business and is able to renew such license as necessary;

(3) At the commencement of the Renewal Term, Franchisee shall, at the option of SIE California Group, execute a new franchise agreement in the form then being used by the SIE California Group and which may contain new terms and conditions which differ from this Agreement (including among other changes higher fees or a modified restricted area), and shall execute such other documents and agreements as are then customarily used by SIE California Group in the granting of franchises. If SIE California Group elects not to execute such a new franchise agreement, all of the provisions contained in the franchise agreement in effect immediately prior to the commencement of such Renewal Term shall remain in force during such Renewal Term and Franchisee and SIE California Group shall execute an amendment to this Agreement on the form required by SIE California Group which will extend the term of this agreement for the Renewal Term and may modify certain terms of this Agreement (including among other changes higher fees or a modified, restricted area); and

(4) Franchisee (including its owners and guarantors) shall have delivered to SIE California Group a general release of SIE California Group, its directors and officers, its affiliates and the directors and officers thereof, from all obligations under this Agreement and any other agreements, in a form satisfactory to SIE California Group;

(5) Franchisee shall pay to SIE California Group a one-time, non-recurring, non-refundable renewal fee (the "Renewal Fee") of Five Thousand Dollars ($5,000).

Effective Date

(c) The effective date (the "Effective Date") of this Agreement shall be the ___ day of_____ _____ 20__ or failing completion of this portion of this Agreement, that date on which this Agreement is executed by SIE California Group.

5. SIE CALIFORNIA GROUP’S OBLIGATIONS

Initial Training Program

(a) SIE California Group shall provide to Franchisee or the Controlling Owner as the case may

be, (and such owners, managers or employees as designated by SIE California Group) prior to the Opening Date, a training course of up to twenty (20) hours in duration at such location as SIE California Group may deem appropriate, covering all aspects of the operation and management Franchised Business (the “Initial Training Program”). Franchisee shall be responsible for all travel and living expenses, and all wages payable to any trainees and no wages shall be payable by SIE California Group to any such trainee for any service rendered during such training. Initial group training for up to three administrators is included in the Initial Franchise Fee. Additional administrator training is an additional Two Thousand Five Hundred Dollars ($2,500) per person.

Operating Assistance

(b) During the Initial Term, SIE California Group, in its sole discretion, shall furnish to Franchisee such continuing advice and guidance as SIE California Group deems necessary with respect to the operation of the Franchised Business.

Teacher Orientation

(c) SIE California Group will train Franchisee to present a Teacher Orientation. Franchisee shall provide and require satisfactory completion of in accordance with any standards issued by SIE California Group, a Teacher Orientation to all Teachers employed or contracted by Franchisee before such Teachers perform any Services for the Franchised Business.

Delegation of Services by SIE California Group

(d) Franchisee acknowledges and agrees that SIE California Group may delegate responsibility to deliver any part of the training and support SIE California Group is required to deliver to Franchisee to a third party appointed by SIE California Group specifically for such purpose.

Other Programs and Business Models

(e) Franchisee acknowledges that SIE USA or SIE California Group may develop other programs or business models from time to time and agrees that SIE USA or SIE California Group will have no obligation to offer any such programs or models to Franchisee unless they are developed on or for the System. Any programs or business models that are developed on or for the System will be operated, administered, and offered to Franchisee on terms as determined by SIE California Group in its sole discretion. The specifics for such programs or business models and the terms on which they will be offered to Franchisee will be detailed in the Manual, which will be revised to reflect any programs or business models that SIE USA or SIE California Group may develop on or for the System.

Additional Training Programs

(f) SIE California Group may provide from time to time mandatory and optional training programs covering such subjects as new policies and procedures, marketing, and other aspects of business operations. These programs may be conducted for various lengths of time and at various locations selected by SIE California Group or may be provided by way of online presentations (e.g., "Webinars" or interactive tutorials) or digital media or in any other reasonable manner. Mandatory training programs (the “Mandatory Training Programs”) will be offered at no charge. SIE USA reserves the right to charge a fee for optional training programs.

Franchisee Advisory Council

(g) SIE California Group may establish a regional council of School is Easy Tutoring franchisees in each regional area as determined by the SIE California Group, and a national council of School is Easy Tutoring. Each regional and national council shall establish its own bylaws and procedures. Actions of the regional and national councils shall be binding upon the Franchisee; provided; however, no council action shall modify the terms and conditions of this Agreement. Regional councils shall be composed of School is Easy Tutoring franchisees who are elected on a regional basis by franchisees within each designated region. The national council shall be composed of School is Easy Tutoring franchisees who are elected on a representative basis by members of regional councils. Representatives of regional and national councils shall have voting power in proportion to the number of School is Easy Tutoring franchisees in the region they represent.

Franchisee Conventions

(h) Franchisee must attend any franchisee conventions required by SIE California Group. Franchisee is responsible for paying any registration fee for the conventions and the costs of travel and accommodations.

6. OPERATION OF FRANCHISED BUSINESS

Duties and Obligations

(a) Franchisee acknowledges that SIE California Group has invested and is investing time and capital in the promotion of the System and is conducting business in a consistent and high-quality manner. Franchisee understands and acknowledges that such promotion by SIE California Group has created and is creating goodwill in the Marks, which benefit SIE California Group, Franchisee, and all other franchisees of the System. Franchisee acknowledges that to foster and preserve such goodwill, it is necessary for Franchisee to operate the Franchised Business in a manner and to a quality consistent with the System. Franchisee acknowledges that, in order to maintain such quality consistency, it is necessary for SIE California Group to establish and enforce standards to be followed by each and every School is Easy Tutoring franchisee. Therefore, Franchisee agrees to operate the Franchised Business strictly in accordance with the System, whether contained in the Manual or otherwise. Without limiting the generality of the foregoing, Franchisee agrees as follows:

(1) Franchisee (or the owner of Franchisee identified in Schedule C as the controlling owner) shall devote his or her full attention to the establishment, development, and operation of the Franchised Business, which in any event shall be no less than 35 hours per week;
(2) To ensure that at all times prompt, courteous, and efficient service is accorded to its Clients and Students. The Franchisee shall in all dealings with its Clients, Students, suppliers, and the public adhere to the highest standards of honesty, integrity, fair dealings and ethical conduct;
(3) To comply with all applicable federal, state, and local laws, ordinances, and regulations and at all times maintain any and all permits, certificates, or licenses, necessary for the proper conduct of the Franchised Business pursuant to the terms of this Agreement;
(4) To sell only those Services and Products, which have been expressly approved in writing by SIE California Group and in the manner and method specified by SIE California Group;
(5) To pay to SIE California Group, in a timely manner, but in any event within thirty (30) days for all marketing and promotional items purchased from SIE California

Group or its affiliates. Franchisee further acknowledges and agrees that SIE California Group shall have the right to offset any amounts which are outstanding more than thirty (30) days against any payments due from SIE California Group to Franchisee;

(6) To at all times maintain a sufficient number of Teachers to service Franchisee's Clients and Students but in any event at least the minimum number specified from time to time by SIE California Group or as required by applicable law;

(7) To hire and train at Franchisee's expense, all employees and/or independent contractors for the Franchised Business and be exclusively responsible for the terms of their employment and/or compensation;

(8) To execute the Conditional Assignment of Telephone Numbers and Listing attached herein as Schedule B (Telephone Assignment), and to only and solely use the telephone numbers listed in Telephone Assignment for any and all Franchise Business and no other number. No business other than the Franchised Business shall be conducted utilizing the telephone number assigned to Franchisee or used in the Franchised Business;

(9) To only employ individuals or use independent contractors with a clean criminal record;

(10) To cause its Teachers to attend and satisfactorily complete the SIE California Group's Teacher Orientation (as defined herein) and the SIE California Group's Mandatory Training Programs (as defined in herein), including basic and advanced training, and refresher courses as SIE California Group may require from time to time and not employ or contract any Teacher who refuses or fails to complete such training sessions;

(11) To immediately report any Client complaints to SIE California Group and to participate in any procedures specified by SIE California Group for the resolution of such complaints and pay to SIE California Group any fees or amounts incurred by SIE California Group in connection with resolving such complaints;

(12) To install, maintain and upgrade the Franchised Business, at Franchisee's own expense, all dedicated telephone lines, modems, computers, operating software, printers and other computer accessories and peripherals as may be necessary for the operation of the Franchised Business, and secure an internet account with a reliable provider, in accordance with this Agreement and the Manual. You will pay us or a vendor that we designate a Technology Fee for access to to the School is Easy Web-based Tutor Management System, and all fees so required for modems, computers, operating software, printers and other computer accessories and peripherals as may be necessary and SIE California Group may mandate for the operation of the Franchised Business, in accordance with this Agreement and the Manual;

(13) To use at Franchisee's expense the web-based tutor management system as designated by SIE California Group from time to time,

(14) To cooperate with SIE California Group with respect to any advertising and public relations related to the School is Easy Tutoring System, SIE California Group may make, reproduce and publish in good taste photographs, videos, and other media utilizing Franchisee, its employees, Clients or Students on an individual or collective basis. Franchisee will obtain written consents from such persons in compliance with privacy legislation, as directed by SIE California Group, and

(15) To purchase or lease and maintain a vehicle as specified by SIE California Group for use in the Franchised Business and to equip such vehicles with such design and decal as may be specified by SIE California Group from time to time.

System Modifications

(b) The Franchisee acknowledges and agrees that SIE USA or SIE California Group may from time to time hereafter add to, subtract from, modify or otherwise change the System, including, without limitation, the adoption and use of new or modified trademarks or trade

names, new services or products and new techniques in connection therewith, and Franchisee agrees, at its own cost, to promptly accept, implement, use and display all such alterations, modifications, and changes. SIE USA or SIE California Group may develop curricula for the System and require Franchisee to use and implement those curricula. SIE California Group reserves the right to charge Franchisee a fee for such curricula.

Internet

(c) Franchisee acknowledges and agrees that:

(1) SIE USA and SIE California Group have established and shall maintain ownership of and control over the Internet domain name www.schooliseasy.com, www.schooliseasy.com/california, and the Internet website connected to it. SIE California Group reserves the right at any time to prescribe by written notice that Franchisee shall be connected to, and shall make use of the SIE USA's and/or SIE California Group's internet domain names and internet website, including for all of Franchisee's internet advertising associated with the Franchised Business, in the manner and form designated or reasonably approved in advance by SIE California Group from time to time;

(2) Franchisee has no right and may not establish, register, maintain or use any website, domain name, or other Internet presence that incorporates or is identified by any of the Marks. SIE USA and SIE California Group reserves to itself the exclusive right to establish and maintain a Website site identified by or using the Marks or any derivative thereof in a domain name or otherwise. Should SIE California Group permit Franchisee or another party to maintain a website identified by the Marks, SIE California Group may withdraw its permission at any time and shall retain the right to approve or disapprove of the contents of any such website associated with the Marks in SIE California Group's sole and absolute discretion. Without limiting the foregoing, Franchisee shall not engage in any use, such as linking or framing, of any Internet website associated with the Marks or the Franchised Business in association with any other Internet website or in association with any other name or trademark or Internet domain name not owned by SIE California Group, or in association with any other business, without the prior written permission of SIE California Group which SIE California Group has the right to approve or disapprove in its sole and absolute discretion, and

(3) SIE California Group has the right to claim the ownership of and the right to use and to license the use of any or all the information collected on or in connection with any Internet website associated with the Marks.

Discounts, Rebates, Bonuses

(d) In the event that any volume discounts, rebate fees or discount bonuses (whether by way of cash, kind or credit) are received by SIE USA and/or SIE California Group from any manufacturer or supplier designated by SIE USA and/or SIE California Group, whether or not on account of purchases made (i) by the SIE USA and/or SIE California Group for its own account or for the account of Franchisee or (ii) by Franchisee directly for its own account, SIE USA shall be entitled to retain the whole of the amount or any part of such volume discounts, rebate fees or discount bonuses.

Pricing

(e) To the extent permitted by applicable law, SIE California Group reserves the right to specify a retail price and/or to establish in writing minimum and/or maximum prices for the Services

and Products, which shall or may be sold by Franchisee through the Franchised Business. Franchisee shall sell the Services and Products at the specified retail price or, if applicable, in accordance with the minimum and/or maximum prices established by SIE California Group from time to time. Where no minimum and/or maximum prices have been specified or established by SIE California Group with respect to a particular Service or Product that Franchisee shall or may sell, Franchisee may sell such applicable Service or Product at any reasonable price that it may choose. Franchisee acknowledges and agrees that the specified retail price and maximum and minimum prices for the Services and Products that Franchisee shall or may sell shall vary from region to region to the extent necessary in order to reflect differences in costs and other factors applicable to such region.

Transfer of Funds

(f) Franchisee agrees that SIE California Group will be paid using the method specified by SIE California Group from time to time. Currently, payments are made through the online system designated by SIE California Group. Franchisee shall use any systems and execute any documentation required by SIE California Group to complete the payments due under this Agreement.

Social Media

(g) Franchisee may not use, register, maintain, or sponsor any URL, social networking platform, blog, messaging system, email account, user name, text address, mobile application, or other electronic, mobile or internet presence that uses or displays any of the Marks (or any derivative thereof) or that promotes any products or services of the Franchised Business. Franchisee acknowledges that the use of any electronic medium constitutes advertising and promotion subject to SIE California Group's approval. Franchisee agrees not to transmit, or cause any other party to transmit, advertisements or solicitations by broadcast media, telephone, e-mail, text message, instant message, social network, VOIP, streaming media, or other electronic media that currently exists or may exist in the future without first obtaining SIE California Group's written consent as to: (1) the content of the advertisements or solicitations; and (2) the type of media intended to be used. All telephone answering messages, email auto-signatures, and other identifiers of the Franchised Business must be in the form SIE California Group prescribes. If SIE California Group approves the use of an electronic medium, that approval will be conditioned on Franchisee's compliance with any standards and procedures SIE California Group issues with respect to that type of electronic medium, including the use of any disclaimers, warnings, and other statements that SIE California Group may prescribe.

(h) Franchisee shall comply with SIE California Group's standards for the System, as set forth in the Manual or otherwise, with regard to any authorization to use, and the use of, blogs, common social networks (including Facebook, Instagram and Pinterest), professional networks (including LinkedIn), live blogging tools (including Twitter), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools that in any way reference the Marks or involve the System or the Franchised Business. Franchisee must permit SIE California Group to review and provide us with passwords and access rights to any electronic marketing for the Franchised Business.

Compliance with Laws and Taxes

(i) Franchisee must operate the Franchised Business in full compliance with all applicable local, state, and federal laws, rules, regulations, and ordinances. Franchisee must keep current all licenses, permits, bonds, and deposits made to or required by any government agency in connection with the operation of the Franchised Business. Franchisee has sole responsibility for compliance despite any information or advice that SIE California Group may provide.

(j) Franchisee must immediately notify SIE California Group in writing 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 that may adversely affect the operation or financial condition of the Franchised Business.

(k) Franchisee shall comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee certifies, represents, and warrants that none of Franchisee's property or interests are "blocked" under any of the Anti-Terrorism Laws and that Franchisee is not in violation of any of the Anti-Terrorism Laws. Franchisee also agrees not to knowingly hire or do business with (or continue to employ or do business with) any party who is blocked under any of the Anti-Terrorism Laws. The term "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, as supplemented, the USA PATRIOT Act, and all other laws and regulations addressing or in any way relating to terrorist acts and/or acts of war.

(l) Franchisee must promptly pay when due all taxes levied or assessed, including unemployment and sales taxes, and all accounts and other indebtedness incurred in the operation of the Franchised Business. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event will Franchisee permits a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the Franchised Business.

(m) Franchisee must meet and maintain the highest childcare, health, and safety standards and ratings applicable to the operation of the Franchised Business and comply with all applicable regulations. Franchisee must provide SIE California Group with a copy of reports from every health department, child welfare, fire, or similar agency within two (2) days after receipt. Franchisee must notify SIE California Group by telephone within twenty-four (24) hours and confirm in writing within two (2) days after receiving notice of any investigation or violation concerning any childcare, zoning, health, narcotics, fire department or similar agency's laws and regulations.

(n) Franchisee must honor all credit, charge, courtesy, or cash cards or other credit devices that SIE California Group specifies. Franchisee must comply with the then-current Payment Card Industry Data Security Standards (PCI/DSS), as those standards may be revised by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org) or successor organization.

Supplier Review Process

(o) If SIE California Group requires Franchisee to use an Approved Supplier for a particular item or service, but Franchisee wishes to purchase the item or service from a supplier that SIE California Group has not approved, Franchisee may submit a written request for approval of the supplier, unless it is an item for which there is a designated supplier. SIE California Group has no obligation to review or approve a greater number of suppliers for an item or service than the number SIE California Group deems reasonable, and any proposed supplier relationship must not jeopardize the availability of any special pricing or other benefits offered by SIE California Group's existing suppliers based on system-wide purchases. SIE California Group will provide its standards and specifications to Franchisee or to the proposed supplier, subject to the supplier's execution of a confidentiality agreement in a form acceptable to SIE California Group. SIE California Group has the right to inspect the proposed supplier's facilities and to require delivery of products or services to SIE California Group. Upon completion of its analysis, SIE California Group will notify Franchisee in writing of approval or disapproval of the proposed supplier. Franchisee agrees to pay a charge not to exceed SIE California Group's reasonable costs

incurred in evaluating the supplier, regardless of whether or not SIE California Group approves the supplier. Franchisee may not use, purchase, sell, or offer for sale any products or services of the proposed supplier until Franchisee receives written approval of the proposed supplier from SIE California Group. SIE California Group has the right to re-inspect the facilities and products and/or services of any approved supplier and to revoke approval upon the supplier's failure to meet any of SIE California Group's then-current criteria. If Franchisee receives a notice of revocation of approval, Franchisee agrees to cease purchasing products and/or services from the disapproved supplier and may be required to dispose of any items purchased from the supplier.

7. MANUAL AND CONFIDENTIALITY

Compliance with Manual

(a) Franchisee shall conduct the Franchised Business strictly in accordance with all the provisions set out in the Manual as amended from time to time.

Non-Disclosure

(b) Franchisee acknowledges that it has had no part in the creation or development of, nor does it have any property or other rights or claims of any kind in or to any element of the System, the Marks or any matters dealt with in the Manual and that all disclosures made to Franchisee relating to the System and including, without limitation, the specifications, standards, procedures and the entire contents of the Manual are communicated to Franchisee solely on a confidential basis and as trade secrets, in which SIE California Group has a substantial investment and a legitimate right to protect against unlawful disclosure. Accordingly, Franchisee agrees to maintain the confidentiality of all such information during the Initial Term or at any time thereafter and shall not disclose any of the contents of the Manual, or any information whatsoever with respect to Franchisee's or SIE California Group's business affairs or the System other than as may be required to enable Franchisee to conduct the Franchised Business or as required by applicable law or court or similar order, and Franchisee further agrees not to use any such information, techniques, systems or client lists in any other business or in any manner not specifically approved in writing by SIE California Group. The Franchisee shall have its employees and agents execute SIE California Group's standard form of a confidentiality agreement. This section shall survive the termination of this Agreement for any reason whatsoever.

Manual is Property of SIE USA

(c) Franchisee hereby acknowledges that access to the Manual is granted to Franchisee and shall at all times remain the sole and exclusive property of SIE USA, and upon the transfer, expiration or termination of this Agreement for any reason whatsoever, Franchisee shall forthwith return the Manual together with all copies of any portion of the Manual which Franchisee may have made, to SIE USA. Updates to the Manual may be made from time to time by electronic download or otherwise as SIE USA or SIE California Group determines.

Data and Privacy

(d) SIE USA may periodically specify in the Manual or otherwise in writing the information that Franchisee will collect and maintain on its computer and point of sale systems, and Franchisee will provide to SIE California Group such reports as it may reasonably request from the data so collected and maintained. Franchisee agrees that all data that collected from Clients in connection with the Franchised Business including names, addresses, email addresses, phone numbers, birth dates, transaction data, demographic data,

behavioral data, Client service history, correspondence and other data ("Client Data") and all other data that Franchisee creates and/or collect in connection with the System, or in connection with operation of the Franchised Business (including transaction data) is and will be owned exclusively by SIE California Group. Copies and/or originals of such data must be provided to SIE California Group upon request. SIE California Group hereby licenses the use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the business franchised under this Agreement. Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without SIE California Group's prior written consent with respect to such policy.

8. BRANDING AND ADVERTISING

Local Advertising

(a) Franchisee shall have the right to conduct such advertising and promotions in respect of the Franchised Business as Franchisee shall, in its reasonable discretion desire, provided that:

(1) Franchisee agrees to, during the Initial Term, expend on local advertising and promotions not less than Two Hundred Dollars ($500) per month, and not less than Two Thousand Four Hundred Dollars ($10,000) in any twelve (12) month period;

(2) Franchisee shall advertise and promote only in a manner that will reflect favorably on SIE California Group, Franchisee, the Services, and the Products, and the good name, goodwill, and reputation thereof;

(3) Franchisee shall submit to SIE California Group for its approval, which approval shall not be unreasonably withheld or unduly delayed, all advertising and promotions to be utilized by Franchisee and until such time as SIE California Group shall give its prior written approval to the use of such advertising and promotions, Franchisee shall not utilize same in any advertising or promotion, and

(4) Franchisee hereby acknowledges that SIE California Group is the sole and exclusive owner of all copyrights and any and all advertising and promotional material prepared by or on behalf of SIE California Group or Franchisee and shall at all times remain the property of SIE California Group. Franchisee shall sign (or obtain signatures for any third parties who created such materials) any documentation required by SIE California Group to evidence SIE California Group's ownership.

Regional Advertising Cooperatives

(b) SIE California Group may designate any geographical area in which at least two School Is Easy Franchisees are located for the purpose of establishing a local or regional marketing and advertising cooperative (Cooperative). Each Cooperative will be organized and governed in a manner approved by us in writing. If Franchisee's Territory is within the geographic boundaries of a Region or Local Cooperate that SIE California Group designates, Franchisee will be required to participate in the cooperative. Franchisee and each other member of the Cooperative must contribute weekly to the Cooperative up to fifty (50%) percent of Franchisee's Local Advertising requirement (unless a majority of the Cooperative votes to increase that amount), which amount will result in a corresponding reduction in your Local Advertising requirement.

(1) Within thirty days after the end of each calendar month, each Cooperative will

prepare an unaudited statement of the Cooperative's financial position and results of operations of the Cooperative. Each member of the Cooperative will be entitled to receive a copy of the Cooperative's financial statements upon request.

(2) For each School Is Easy business operated by SIE California Group or its affiliates in a geographical area for which a Cooperative has been established, SIE California Group will make a Cooperative Contribution on the same basis as assessments required of comparable franchises that are members of the same Cooperative.

(3) If outlets owned by SIE California Group have the controlling voting power, Cooperative Contribution will not exceed fifty (50%) percent of Franchisee's Local Advertising requirement.

(4) Franchisee does not have the right to form, change, dissolve, or merge any Regional Advertising Cooperative.

The Regional Advertising Cooperative shall be administered by SIE California Group. Contribution to Branding Fund

(c) Recognizing the value of uniform branding to the goodwill and public image of the System, Franchisee agrees to contribute to a Branding Fund (the "Fund") each month an amount of two and one half percent (2.5%) of Gross Sales from the preceding month or $295 per month whichever is greater, (the "Branding Fund Contribution"). SIE USA and/or SIE California Group shall direct all such advertising programs by the Fund in SIE USA's and SIE California Group's sole discretion with respect to the creative concepts, materials, endorsements, and media used therein, and the placement and allocation thereof.

(d) The Fund shall be used and expended for media costs, commissions, market research costs, creative and production costs, including, without limitation, the costs of creating promotions, social media and app development, newsletters and artwork, printing costs, and other costs relating to any advertising and promotional programs undertaken by SIE USA and SIE California Group. SIE California Group reserves the right to place and develop such advertisements and promotions and to market the same as agent for and on behalf of Franchisee, either directly or through an advertising agency retained or formed for such purpose. The Fund shall be accounted for separately from the other funds of SIE USA and SIE California Group and shall not be used to defray any of SIE USA's or SIE California Group's general operating expenses, except for such reasonable salaries, administrative costs and overhead (calculated on a fully allocated basis), if any, as SIE USA and SIE California Group may incur in activities reasonably related to the administration or direction of the Fund and its advertising programs (including, without limitation, conducting market research). An unaudited statement of the operations of the Fund shall be prepared annually and shall be made available to Franchisee upon request, the cost of such statement to be paid by the Fund.

(e) Franchisee acknowledges and agrees that the Fund is intended to maximize general public recognition and patronage of all franchisees in the System located in the United States of America and that SIE USA and SIE California Group undertakes no obligation in administering the Fund to ensure that any particular franchisee, including Franchisee, benefits directly or pro-rata from the placement or conduct of such advertising and promotion.

(f) The Fund may not be used for any advertising that is designed to principally solicit new franchisees.

(g) Except as expressly provided in this section, SIE USA and SIE California Group assumes no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction, or administration of the Fund. Nothing in this Agreement will be construed to create a trust or fiduciary relationship of any kind or nature whatsoever among the parties as it relates to the Fund or SIE USA's and SIE California Group's actions with respect thereto, including collection of payments, maintenance of the bank account, bookkeeping, and disbursement of monies from the Fund.

(h) If SIE USA disbands the Fund, all monies in the fund will be spent for advertising and/or promotional purposes, or all unspent monies will be distributed to contributors in proportion to each respective Branding Fund Contribution during the preceding 12 month period.

Grand Opening Campaign

(i) SIE California Group requires Franchisee to invest not less than Three Thousand Dollars ($3,000) on a grand opening campaign. After the execution of this Agreement, SIE California Group, in its sole discretion, will determine the timing for the grand opening campaign. All advertising for the campaign must be approved by SIE California Group prior to use. The expenditure under section 8(8) is in addition to the obligations under the section herein for local advertising.

Joint Marketing Programs and Cooperatives

(j) SIE California Group has the right at any time and from time to time to establish, and thereafter modify (1) co-marketing programs in which it and its franchisees join with suppliers or other third parties to cross-promote goods and services; (2) joint marketing efforts in which multiple Franchised Businesses can contribute to a specific advertising campaign or event; and/or (3) local or regional marketing co-operatives ("Cooperatives") that pool funds of Franchised Businesses on an ongoing basis to jointly promote the Marks and the Franchised Businesses of the Cooperative members. Franchisee must participate in each applicable joint marketing program and comply with the rules of the program. The following provisions apply to Cooperatives:

(1) SIE California Group has the right to designate any geographic area or set of common characteristics for purposes of establishing a Cooperative. If a Cooperative is applicable to Franchisee's Franchised Business at the time it opens for business, Franchisee must join the Cooperative. If a Cooperative applicable to the Franchised Business is established during the Initial Term, Franchisee must become a member and begin contributing no later than thirty (30) days after SIE California Group authorizes the Cooperative to begin operation. Franchisee will not have to contribute to more than one Cooperative for the same Franchised Business at the same time. SIE California Group (or its affiliates, as the case may be) will become a member of any Cooperative that is applicable to a Franchised Business owned by it or its affiliates.

(2) Each Cooperative will be organized for the exclusive purpose of developing, administering, and executing advertising programs for the members of the Cooperative. Each Cooperative will adopt a Cooperative agreement governing the organization and operation of the Cooperative, subject to SIE California Group's approval. If the members of the Cooperative do not sign an agreement within a reasonable time, Franchisee agrees to sign SIE California Group's recommended form of Cooperative Agreement. SIE California Group reserves the right to change the form of organization, governing documents, and manner of operation of any Cooperative, and Franchisee and the other members agree to implement any such change promptly after notice from SIE California Group. No changes in the bylaws or other governing documents of a Cooperative may be made without SIE

California Group's prior written consent. No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without SIE California Group's prior approval. SIE California Group and its designated agents will have the right to examine and copy, at its expense, on reasonable notice and during normal business hours, the books, records, and accounts of any Cooperative. SIE California Group will also have the right, at any time, to have an independent audit made of the books of any Cooperative.

(3) Franchisee and each other member of the Cooperative must contribute weekly to the Cooperative up to fifty percent (50%) of Franchisee's Local Advertising requirement (unless a majority of the Cooperative votes to increase that amount), which amount will result in a corresponding reduction in Franchisee's Local Advertising requirement.

(4) SIE California Group may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative and/or from the obligation to contribute (including a reduction, deferral, or waiver of the contribution), upon written request of the franchisee stating reasons which SIE California Group deems sufficient to support the exemption. SIE California Group's decision concerning any request for exemption will be final. If an exemption is granted to a franchisee, the franchisee will be required to spend on Local Advertising the amount the franchisee otherwise would have been required to contribute to the Cooperative.

9. MARKS

No Permanent Interest

(a) Neither this Agreement nor the operation of the Franchised Business shall in any way give or be deemed to give to Franchisee any interest in the Marks except for the non-exclusive right to use the Marks solely in accordance with the terms and conditions of this Agreement. Franchisee shall not use the Marks in any manner calculated to represent that Franchisee is the owner of the Marks. Neither during the Initial Term nor at any time after transfer, expiration or termination hereof, shall Franchisee, either directly or indirectly, dispute or contest the validity or enforceability of the Marks, attempt any registration thereof, or attempt to dilute the value of any goodwill attaching to the Marks. Any goodwill associated with the Marks shall inure exclusively to the benefit of SIE USA.

Franchisee's Obligations with Respect to Marks

(b) Franchisee covenants and agrees as follows:

(1) that contemporaneously with the execution of this Agreement or forthwith upon any request by SIE California Group, Franchisee will execute such agreements or other instruments in such form and with such parties, as SIE California Group in its sole discretion shall specify, for the purpose of protecting the interests and rights of SIE California Group in such Marks, or complying with any applicable trade name, trademark or other similar legislation;

(2) that Franchisee will not use either the Marks or any variations thereof as any part of it's corporate, firm or business name or for any other purposes, save and except in accordance with the terms and conditions of this Agreement or as may otherwise be specifically authorized by SIE California Group in writing;

(3) that if the business, partnership or corporate statutes of any jurisdiction require that

Franchisee make an application to use the Marks within such jurisdiction, such application of Franchisee shall specify that Franchisee's use of such Marks is subject to and limited by the terms and conditions of this Agreement; and

(4) forthwith upon the transfer, expiration or termination for any reason whatsoever of this Agreement, Franchisee shall cease all use of the Marks (including any colorable imitations thereof) for any purposes whatsoever and Franchisee shall not make known, either directly or indirectly, following such expiration or termination, that Franchisee previously conducted business under the Marks.

(5) Infringement or Change of Marks

(6) Franchisee shall immediately notify SIE California Group of any infringement of or challenge to Franchisee's use of any of the Marks and SIE California Group shall have the sole discretion to take such action, as it deems appropriate. If it becomes advisable at any time in the sole discretion of SIE USA or SIE California Group for Franchisee to modify or discontinue the use of any of the Marks or use one or more additional or substitute trade names or trademarks, Franchisee agrees to do so at Franchisee's cost.

10. ACCOUNTING, RECORDS, REPORTS, AUDITS, AND INSPECTIONS

Bookkeeping, Accounting, and Records

(a) Franchisee shall establish a bookkeeping, accounting and record-keeping system conforming to the requirements prescribed from time to time by SIE California Group, including, without limitation, the use and retention of invoices, cash receipts, payroll records, check stubs, bank deposit receipts, sales tax records and returns, cash disbursement journals and general ledgers together with such further and other records and documents as may from time to time be required by SIE California Group. Franchisee shall maintain the books and records for the period of time required by applicable law.

Franchisee acknowledges that the maintenance of accurate financial records, and the preparation of financial statements on a timely basis, is essential to the efficient operation of the Franchised Business.

Reports and Financial Information

(b) Franchisee shall furnish to SIE California Group such reports as SIE California Group may require from time to time. Without limiting the generality of the foregoing, Franchisee shall furnish to SIE California Group in the form from time to time prescribed by SIE California Group and together with such detail and breakdown and copies of supporting records as SIE California Group may from time to time require:

(1) By the 10th day following the end of the preceding month, a report of Gross Sales for such month, signed and verified by the Franchisee (the "Gross Sales Report");

(2) Within sixty (60) days after the end of each fiscal year of the Franchised Business, financial statements for the Franchised Business, including a balance sheet, profit, and loss statement and a statement of retained earnings for such period, which statements shall be signed and verified by an officer of Franchisee;

(3) Within thirty (30) days of filing, a true copy of all returns, schedules, and reports filed by Franchisee for income, corporate or sales tax purposes, and

Use of Financial Information

(c) SIE USA or SIE California Group may use any financial statements, reports, or other financial or statistical information pertaining to the Franchised Business provided by Franchisee in any manner SIE USA or SIE California Group deems appropriate.

Inspection and Audit of Books and Records

(d) SIE California Group shall have the right to inspect or audit, or cause to be inspected or audited the financial books, records, bookkeeping and accounting records, documents or other materials in respect of the Franchised Business, including the right, without limitation, to have a personal check, verify and/or to examine and make copies of all accounting and business records and procedures.

In the event that any such audit or inspection shall disclose an understatement of Gross Sales by three (3%) percent or more, Franchisee shall pay to SIE California Group, within two (2) days after receipt by Franchisee of the inspection or audit report, the Royalty, the Branding Fund Contribution, and other sums due on account of such understatement. Further, if such audit or inspection is made necessary by the failure of Franchisee to furnish reports, financial statements or any other documentation as herein required, or if it is determined by any such audit or inspection that Franchisee's records and procedures were insufficient to permit a proper determination of Gross Sales for any year or part thereof to be made, or that Franchisee was not complying with each of the provisions of this section hereof, Franchisee shall immediately take such steps as may be necessary to remedy such default in accordance with the recommendations of such auditor and Franchisee shall promptly pay to SIE California Group all costs incurred in connection with such audit or inspection, including, without limitation, charges of an accountant and the travel expenses, room, board and compensation of employees of SIE California Group.

If Franchisee's records and procedures were insufficient to permit a proper determination of Gross Sales, SIE California Group shall have the right to deliver to Franchisee an estimate, made by SIE California Group, of the Gross Sales for the period under consideration and Franchisee shall immediately pay to SIE California Group any amount shown thereby to be owing on account of the Royalty, the Branding Fund Contribution and other sums due on account of any understatement. Any such estimate shall be final and binding upon Franchisee.

Auditor's Report to be Final

(e) Any report of SIE California Group's auditor rendered from time to time pursuant to this section shall be final and binding upon Franchisee and SIE California Group, provided that, in making any such report, SIE California Group's auditor shall make such report pursuant to generally accepted accounting principles.

11. INSURANCE

Types of Insurance

(a) Franchisee shall, at its sole cost and expense, take out and keep in full force and effect throughout the Initial Term, such insurance coverage as SIE USA and SIE California Group may from time to time require (including, without limitation, product liability insurance, fire and extended coverage insurance on the equipment, leasehold improvements and stock of the Franchised Business, business interruption insurance, workers compensation insurance and public liability and indemnity insurance), and/or in such amounts as SIE USA and SIE California Group may from time to time require, fully protecting as additional

named insureds SIE USA and SIE California Group and any of its affiliates against loss or damage occurring in connection with the operation of the Franchised Business. All costs in connection with the placing and maintaining of such insurance shall be borne solely by Franchisee.

Policies of Insurance

(b) All policies of insurance obtained pursuant to this section shall:

(1) Be placed only with insurers with an industry rating acceptable to SIE California Group;

(2) Be in such form and amounts as is required by SIE California Group;

(3) Contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving to SIE California Group thirty (30) days prior written notice; and

(4) Name SIE USA and SIE California Group as an additional named insured.

Copies

(c) Copies of all policies or certificates of insurance and any renewals thereof shall be delivered promptly to SIE California Group by Franchisee from time to time throughout the Initial Term.

Placement of Insurance by SIE California Group

(d) If Franchisee fails to take out or keep in force any insurance referred to in this section, or should any such insurance not be as provided in this section, and should Franchisee not rectify such failure within forty-eight (48) hours after written notice is given to Franchisee by SIE California Group, SIE California Group has the right, without assuming any obligation in connection therewith, to obtain such insurance at the sole cost of Franchisee and all outlays by SIE California Group shall be immediately paid by Franchisee to SIE California Group on the first day of the next month following such payment without prejudice to any other rights and remedies of SIE California Group under this Agreement.

12. RESTRICTIVE COVENANTS AND TRADE SECRETS

Competition during Term of Agreement

(a) Franchisee jointly and severally, covenants and agrees that, during the Initial Term, Franchisee shall not, without the prior written consent of SIE California Group, either individually or in partnership or jointly or in conjunction with any person or persons, firm, association, syndicate or corporation, as principal, agent, shareholder, member, owner, guarantor or in any manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed in any Competing Business.

Competition after Termination

(b) In the event of the transfer, expiration or termination of this Agreement for any reason whatsoever, each of Franchisee shall not, without the prior written consent of SIE California Group, at any time during the period of two (2) consecutive years after the date of such transfer, expiration or termination either individually or in partnership or jointly or in

conjunction with any person or persons, firm, association, syndicate or corporation, as principal, agent, shareholder, member, owner, guarantor or in any other manner whatsoever carry on, be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed by any Competing Business within the Area, within five (5) miles from the perimeter of the Area, or within five (5) miles from the perimeter of the area served by any then-existing School is Easy Business operating under the System.

Acknowledgment of Corporate Franchisee

(c) In the event Franchisee is a corporation, Franchisee covenants and agrees to deliver to SIE California Group at any time SIE California Group may request, the written acknowledgement of such directors, officers, shareholders or employees of Franchisee, as SIE California Group shall in its discretion determine, acknowledging that they have reviewed the provisions of this section and that they agree to abide by and be bound by all such provisions.

13. SALE, ASSIGNMENT, TRANSFER

Assignment by Franchisee

(a) Franchisee acknowledges that SIE California Group, in granting this franchise and the rights and interests under this Agreement, has relied upon, among other things, the character, background, qualifications and financial ability of Franchisee and, where applicable, its partners, members, shareholders, owners, officers, directors, shareholders, and managers. Accordingly, this Agreement, Franchisee's rights, and interests hereunder, and the property and assets owned and used by Franchisee in connection with the Franchised Business shall not be sold, assigned, transferred, shared or encumbered in whole or in part in any manner whatsoever (each a “transfer”) without the prior written consent of SIE California Group, which shall not be unreasonably withheld. Prior to seeking such consent, Franchisee shall provide SIE California Group with a right of first refusal, as set forth below. Any actual or purported assignment occurring by operation of law or otherwise without SIE California Group’s prior written consent shall be a material default of this Agreement and shall be null and void.

(b) In considering the request for transfer pursuant the section above, SIE California Group may consider, among other things, the information set out in Franchisee's transfer application, the qualifications, good character, requisite general business experience, apparent ability to operate the Franchised Business and credit standing of the proposed transferee, and its partners, managers, principal shareholders, directors and officers, as appropriate. In addition, SIE California Group shall be entitled to require as a condition precedent to the granting of its consent that:

(5) As of the date of Franchisee's request for consent and as of the effective date of transfer, there shall be no default in the performance or observance of any of Franchisee's obligations under this Agreement or any other agreement between Franchisee and SIE California Group (or any affiliate) or supplier for the Franchised Business;

(6) Franchisee (including its owners and guarantors) and buyer (if buyer is an existing School is Easy franchisee) shall have delivered to SIE California Group a general release of SIE USA and SIE California Group, its directors and officers, its affiliates and the directors and officers thereof, from all obligations under this Agreement and any other agreements, in a form satisfactory to SIE California Group;

(7) At SIE California Group's option, the proposed transferee shall have either entered into a written assignment, in a form prescribed by SIE California Group or, shall have executed a new franchise agreement in the form being used by SIE California Group, and shall have executed such other documents and agreements as are then customarily used by SIE California Group in the granting of franchises;

(8) The proposed transferee completing, to the satisfaction of SIE California Group, such training in the management and operation of the Franchised Business, at the proposed transferee's or Franchisee's sole expense, as the SIE California Group may require;

(9) The proposed transferee providing, to the satisfaction of SIE California Group, a business plan indicating that the proposed transferee possesses the required level of business experience and acumen necessary in the operation of a Franchised Business;

(10) The purchase price to be paid to Franchisee by the proposed transferee is reasonable in the circumstances having regard to the debt and interest charges being acquired by the proposed transferee; and

(11) Franchisee paying the SIE California Group a transfer fee of $5,000 (the "Transfer Fee").

The refusal of SIE California Group to consent to the proposed transfer based upon the non-compliance with any of the foregoing conditions shall not be deemed to be an unreasonable withholding of such consent. SIE California Group's consent to a transfer shall not operate to release Franchisee from any liability under this Agreement.

Right of First Refusal

(c) Without in any way derogating from SIE California Group's right to reject a proposed transfer pursuant to the section above, if at any time during the Initial Term, Franchisee obtains a bona fide offer (the "Offer") to acquire the whole or any part of its interest in the Franchised Business, which Franchisee wishes to accept, Franchisee shall promptly give written notice thereof to SIE California Group together with a true copy of the Offer and any documentation required by SIE California Group. Franchisee understands that SIE California Group may delegate or assign this right to any third party. Upon receipt of such notice and Offer, SIE California Group shall have the option of purchasing the Franchised Business forming the subject matter thereof upon the same terms and conditions as those set out in the Offer except that:

(1) There shall be deducted from the purchase price (1) the amount of any commissions or fee that would otherwise have been payable to any broker, agent or other intermediary in connection with the sale of such property to the offer and (2) any amounts due to SIE California Group, or;

(2) SIE California Group shall have the right to substitute cash for any other form of consideration specified in the Offer and to pay in full the entire purchase price at the time of closing. SIE California Group may exercise its option at any time within thirty (30) days after receipt of the said notice and any required documentation by giving written notice to Franchisee. If SIE California Group declines to exercise such option and if such transfer is approved by SIE California Group, Franchisee may complete the transfer to such third-party transferee in accordance with the Offer, provided that, notwithstanding the terms of the Offer, such transaction must be completed within ninety (90) days of the date on which SIE California Group

notifies Franchisee of its approval of such transaction. If the transaction is not completed within ninety (90) days, the foregoing provisions of section shall apply again in respect of the proposed transfer and so on from time to time;

(3) In addition to the Offer to be given by Franchisee to SIE California Group together with the notice described in this section, Franchisee (or the proposed transferee) shall provide SIE California Group with:

(i.) Information relating to the business reputation and qualifications to carry on the Franchised Business of the proposed transferee; and

(ii.) Any credit information as to the financial ability and stability of the proposed transferee, including, if the proposed transferee is an individual, his personal net worth statement, and if the proposed transferee is a corporation, partnership, or other entity, its latest financial statements.

Sale of Shares or Other Interest in the Franchisee

(d) In the event the Franchisee is a corporation or partnership or other entity, a transfer of shares, or partnership or other interests, or other transaction or series of transactions involving the same (whether by operation of law or otherwise), which would affect or would result in a change of control of the majority or a block of forty (40%) percent or more of the voting or equity interests in the Franchisee, directly or indirectly, or any other event which would result in a change in any principal of the Franchisee active in the day-to-day management and operation of the Franchised Business, will be deemed to constitute an assignment for the purposes of this Agreement and require adherence to the requirements of an assignment of this Agreement as provided for in this Agreement.

Assignment to a Controlled Corporation

(e) An assignment of the Franchised Business to a company by which the effective control remains with the original persons involved in the Franchisee, or a transfer of the Franchised Business from one shareholder or partner to the other shareholder or partner, shall not be deemed to be an assignment of the Franchised Business for the purposes of this section.

Assignment by the SIE USA and SIE California Group

(f) In the event of a sale, transfer or assignment by the SIE USA and SIE California Group of its interest in the System or the Marks or any parts thereof, or in the event of any sale, transfer or assignment by the SIE USA or SIE California Group of this Agreement or any interest therein, to the extent that the purchaser or assignee shall assume the covenants and obligations of the SIE USA and SIE California Group under this Agreement, the SIE USA and SIE California Group shall thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations.

14. DEATH OR INCAPACITATION

Death or Incapacitation

Upon the death or permanent disability of an individual Franchisee, or the controlling shareholder or partner or partners of the Franchisee as the case may be, Franchisee shall notify SIE California Group in writing within five (5) days of such death or permanent disability. If the surviving spouse and/or adult child desire and are, in the reasonable opinion of the SIE California Group, capable of carrying on the Franchised Business and have satisfied the conditions stated in above, the said spouse and/or adult child shall have the right to continue to operate the Franchised Business provided that such transfer of interest occurs within ninety (90) days after the death or permanent disability and they directly covenant and agree with SIE

California Group to be bound by the terms and conditions of this Agreement and any other agreements made between the SIE California Group and the Franchisee. In the event the heirs or beneficiaries of any such person are unable to meet the conditions set out in this Section 14.1 hereof, Franchisor may terminate this Agreement.

Deemed Permanently Disabled

(a) For the purposes of this section, the Franchisee or any controlling shareholder(s) or partner(s) as the case may be, shall be deemed to have a "permanent disability" if the usual participation of the Franchisee or any controlling shareholder(s) or partner(s), as the case may be, in the Franchised Business is for any reason curtailed for a cumulative period of ninety (90) days in any twelve (12) month period during the term of this Agreement, including renewals.

Interim Management

(b) During the period between death or permanent disability and the assignment, or termination of this Agreement as provided for in above herein, if in the SIE California Group's sole judgment, the Franchised Business is not being managed properly any time after the death or disability the Franchisee or a controlling owner (as the case may be), SIE California Group has the right, but not the obligation, to appoint a manager for the Franchised Business. In such an event, all funds from the Franchised Business' operation while it is under the SIE California Group's (or the third party's) management will be kept in a separate account, and all expenses will be charged to this account.

SIE California Group may charge the Franchisee (in addition to the Royalty and other amounts due under this Agreement) for all expenses of the Franchised Business, including compensation, other costs, and travel and living expenses of SIE California Group's manager if SIE California Group, (or a third party) assume the Franchised Business' management under this section. SIE California Group (or a third party) have a duty to utilize only reasonable efforts and will not be liable to Franchisee or its owners for any debts, losses, or obligations the Franchised Business incurs, or to any of Franchisee's creditors for any products, other assets, or services the Franchised Business purchases, while SIE California Group (or a third party) manage it.

15. TERMINATION

Events of Termination

(a) SIE California Group shall have the right to terminate this Agreement and the rights granted hereunder (provided however that the sections regarding confidentiality and the restrictive covenants and trade secrets, shall continue in full force and effect for the periods therein specified), without prejudice to the enforcement of any other legal right or remedy, immediately upon SIE California Group giving written notice of such termination upon the happening of any of the following events of defaults:

(1) If default shall be made in the due and punctual payment of any amount payable under this Agreement, when and as same shall become due and payable, and such default shall continue for a period of five (5) days after written notice thereof has been given to the Franchisee;

(2) If the Franchisee shall breach any other of the terms or conditions of this Agreement or any other agreement or undertaking entered into between the SIE California Group and the Franchisee and such breach shall continue for a period of ten (10) days after written notice thereof has been given to the Franchisee;

(3) If the Franchisee fails to observe or perform any of the rules, bulletins, directives or other notices set forth in the Manual and any such failure to observe or perform same shall continue for a period of ten (10) days after written notice thereof has been given to the Franchisee;

(4) If the Franchisee ceases or threatens to cease to carry on business, or takes or threatens to take any action to liquidate its assets, or stops making payments in the usual course of business;

(5) If Franchisee makes or purports to make a general assignment for the benefit of creditors;

(6) If Franchisee makes or purports to make a bulk sale of their assets;

(7) If Franchisee institutes any proceeding under any statute or otherwise relating to insolvency or bankruptcy, or should any proceeding under any such statute or otherwise be instituted against the Franchisee;

(8) If a custodian, receiver, manager, or any other person with like powers shall be appointed to take charge of all or any part of the Franchisee's undertaking, business, property or assets;

(9) If any lessor or encumbrancer or any other person, corporation or entity lawfully entitled, shall take possession of any of the undertaking, business, property, or assets of Franchisee;

(10) If Franchisee commits or suffers any default under any contract of conditional sale, mortgage, or other security instrument;

(11) In the event Franchisee is an entity,

(i) if an order shall be made or a resolution passed for the winding up or liquidation of Franchisee;
(ii) if Franchisee passes or purports to pass, or takes or purports to take any corporate proceedings to enable it to take proceedings for its dissolution, liquidation or amalgamation;
(iii) if Franchisee loses its charter by expiration, forfeiture or otherwise; or

(12) If a lien or execution against any of the undertaking, business, property or assets of Franchisee is not discharged, varied or stayed within twenty (20) days after the entry thereof or within such time period an action must be taken in order to discharge, vary or stay the lien or execution, whichever shall be the earlier;

(13) If final judgment for the payment of money in any amount in excess of Two Thousand Five Hundred Dollars ($2,500) is rendered by any court of competent jurisdiction against Franchisee, and such judgment is not discharged, varied or execution thereof stayed within twenty (20) days after entry thereof or within such time period an action must be taken in order to discharge, vary or stay execution of the judgment, whichever shall be the earlier;

(14) If Franchisee has received from SIE California Group, during any consecutive twelve (12) month period, three (3) or more notices relating to a material, whether or not such notices relating to the same or different material defaults and whether or not such material defaults are cured;

(15) If Franchisee has five (5) or more unresolved Client complaints with respect to the Franchised Business in any twelve (12) month period;

(16) If Franchisee or the Controlling Owner engages in any misconduct which unfavorably affects its reputation or any other School is Easy Tutoring franchise, SIE California Group or the goodwill associated with the Marks; including, but not limited to, abuse, abuse of Clients, abuse of Students, or use of employees or contractors who do not meet the SIE California Group's training requirements;

(17) If Franchisee or any agent or representative of Franchisee fails to submit any report required to be furnished pursuant hereto within three (3) days of the date such report is due;

(18) If the Franchisee or any agent or representative of the Franchisee:

(i) Understates its Gross Sales by more than three (3%) percent on such report; or
(ii) Materially distorts any other material information pertaining to the Franchised Business or fails to maintain its records in a manner which permits a determination of Gross Sales, unless the Franchisee proves to the satisfaction of the Franchisor that it had no knowledge of such distortion;

(19) Subject to the provisions of section 14 hereof, if Franchisee or the controlling shareholder or partner or partners of the Franchisee as the case may be, shall die or otherwise become permanently disabled and a spouse or adult child does not desire or is not capable of continuing to operate the Franchised Business as provided in accordance with the provisions of section 14 or the executor, administrator, or personal representative has failed to transfer impacted person's interest to a third party, approved by SIE California Group within ninety (90) days after the death or permanent disability, and;

(20) If any financial institution designated by Franchisee refuses a transfer of fees on three occasions in any calendar year.

For the purposes of this Agreement, the phrase "Material Default" shall mean any one of the defaults set out in above inclusive, (some of which require notice with time to cure and others which do not). If any applicable law requires a longer cure period than that stated in this section, the applicable law shall control.

Effect of Expiration or Termination

(b) Upon the expiration or termination of this Agreement for any reason whatsoever, the following shall apply:

(a) Franchisee shall, immediately upon SIE California Group's request (in order that the SIE California Group may protect its Marks and other proprietary rights and SIE California Group's other franchisees), permit SIE California Group or its representatives to enter any commercial premises used in connection with the Franchised Business and, at SIE California Group's option, cure any default by Franchisee, operate the Franchised Business or secure Franchisee's complete and timely compliance with the other obligations set forth in this section;
(b) Franchisee shall immediately discontinue the operation of the Franchised Business, and the use of the Marks and other proprietary rights licensed under this Agreement, and similar names and marks, or any other designations or marks associating Franchisee with SIE California Group or the System. Franchisee shall

cease displaying and using all signs, stationery, letterheads, forms, marks, manuals, bulletins, instruction sheets, printed matter, advertising, vehicles and any other physical objects used from time to time in connection with the System or containing or bearing any of the Marks or other names, marks or designations, and shall not thereafter operate or do business under any name or in any manner in violation of this section or that might tend to give the general public the impression that Franchisee is associated with SIE California Group or the System or that Franchisee is operating a business similar to a School is Easy Tutoring Business;

(c) Franchisee must promptly pay all sums owing to SIE California Group and its affiliates. In the event of termination for Franchisee's defaults, the sums will include all damages, costs, and expenses incurred by SIE California Group as a result of the default, including reasonable attorneys' fees and legal fees. Franchisee must permit SIE California Group access to, and examination of, Franchisee's books and records to determine any amounts due;

(d) Franchisee must take such action as may be necessary to cancel any assumed name registration or equivalent registration, and cancel or assign to SIE California Group at SIE California Group's direction any e-mail address or domain name registration, obtained by Franchisee which contains "School is Easy" or any other Marks;

(e) Franchisee must comply with post-termination restrictions on competition and disclosure of confidential information;

(f) Franchisee shall notify the telephone company listing, classified listing, online listing, and any other listing agencies associated with the Marks of the termination or sooner expiration of this Agreement. At SIE California Group's election, any of the listings shall be transferred to it SIE California Group or its designee or terminated, and Franchisee shall take all actions necessary to accomplish the same (including execution of Schedule B of the then-current agreement). Franchisee acknowledges that by the assignment shown in Schedule "B" attached;

(g) Franchisee shall immediately assign any agreement with a supplier of a web-based tutor management system to SIE California Group. It is acknowledged and agreed that SIE California Group shall have the right to all past and current Client information and any other information (subject to any applicable laws) contained in any such web-based tutor management system;

(h) Within seven (7) days after the effective date of expiration or termination, Franchisee shall return to SIE California Group at Franchisee's cost, all copies of the Manual, and all other confidential material in Franchisee possession or control and any other materials Franchisee is required to be returned in accordance with this Agreement or the Manual, and

(i) Within seven (7) days after the effective date of expiration or termination, Franchisee shall assign all Client contracts to SIE California Group.

Additional Remedies

(c) Franchisee expressly consents and agrees that, in addition to any other remedies SIE California Group may have, at law, at equity or under this Agreement, SIE California Group may obtain an appointment of a receiver which term includes a receiver and manager of the Franchised Business to terminate or prevent the continuation of any existing default, or to prevent the occurrence of any threatened default by Franchisee of this Agreement.

Survival of Covenants

(d) Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, all covenants and agreements to be performed and/or observed by Franchisee under this Agreement or which by their nature survive the expiration or termination of this Agreement, including without limitation, those set out in sections regarding confidentiality, restrictive covenants and trade secrets, termination, and general provisions hereof shall survive any

such expiration or termination.

Failure to Act Not to Affect Rights

(e) The failure of SIE California Group to exercise any rights or remedies to which it is entitled upon the happening of any of default hereof, shall not be deemed to be a waiver of or otherwise affect, impair or prevent SIE California Group from exercising any rights or remedies to which it may be entitled, arising either from the happening of any such event, or as a result of the subsequent happening of the same or any other default hereof. The acceptance by SIE California Group of any amount payable by or for the account of Franchisee under this Agreement after any default, shall not be deemed to be a waiver by SIE California Group of any rights and remedies to which it may be entitled, regardless of SIE California Group's knowledge of the happening of such preceding default at the time of acceptance of such payment. No waiver of the happening of any default shall be deemed to be waived by SIE California Group unless such waiver shall be in writing.

16. ACKNOWLEDGMENTS

Independent Investigation

(a) Franchisee acknowledges that it has conducted an independent investigation of the Franchised Business and has not received from SIE California Group or its affiliates, respective directors, officers, employees, agents, advisors or other representatives, or anyone acting on its behalf, any representations other than those contained in SIE California Group's Franchise Disclosure Document as inducements to enter this Agreement. Franchisee recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee as an independent business person. SIE California Group expressly disclaims the making of and Franchisee acknowledges that it has not received any warranty or guarantee, expressed or implied, as to the potential volume, profits, or success of the Franchised Business. Franchisee acknowledges that it has received and has had ample time to read and have read this Agreement and fully understands its provisions. Franchisee further acknowledges that it has had an adequate opportunity to be advised by legal counsel and accounting professionals of its own choosing regarding all pertinent aspects of this franchise, the purchase of the Franchised Business, and the franchise relationship.

(b) Franchisee has not received from SIE California Group, or its affiliates or anyone acting on its behalf, any representation of potential sales, expenses, income, profit, or loss other than the information included in Item 19 of SIE California Group's Franchise Disclosure Document.

Entire Agreement

(c) This Agreement and the documents incorporated by reference constitute the entire agreement between the parties and supersede all previous agreements and understandings between the parties in any way relating to the subject matter hereof. Nothing in this Agreement disclaims any statement made in the franchise disclosure document, if any, provided to Franchisee.

17. GENERAL PROVISIONS

Indemnification of SIE USA and SIE California Group

(a) Franchisee and its owners will defend, indemnify and hold harmless, SIE USA and SIE

California Group and its parent, affiliates, subsidiaries and their successors and assigns, and each of their respective direct and indirect owners, directors, officers, managers, employees, agents, attorneys, and representatives (collectively, "**Indemnified Parties**") from and against all Losses (as defined below) which any of the Indemnified Parties may suffer, sustain or incur as a result of a claim asserted or inquiry made formally or informally, or a legal action, investigation, or other proceeding brought by a third party and directly or indirectly arising out of Franchisee's acquisition, development and operation of the Franchised Business, Franchisee's conduct of business under this Agreement, Franchisee's breach of this Agreement or Franchisee's noncompliance or alleged noncompliance with any law, ordinance, rule or regulation including any allegation that SIE USA or SIE California Group or another Indemnified Party is a joint employer or otherwise responsible for Franchisee's acts or omissions relating to its employees. SIE California Group will promptly notify Franchisee of any claim that may give rise to a claim of indemnity hereunder, provided, however, that the failure to provide such notice will not release Franchisee from its indemnification obligations under this section except to the extent Franchisee is actually and materially prejudiced by such failure.

(b) Franchisee will have the right, upon written notice delivered to the Indemnified Party within fifteen (15) days thereafter assuming full responsibility for Losses resulting from such claim, to assume and control the defense of such claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel. If (1) the Indemnified Party is advised by its counsel that there are one or more legal or equitable defenses available to it that are different from or in addition to those available to Franchisee and, in the reasonable opinion of the Indemnified Party, Franchisee's counsel could not adequately represent the interests of the Indemnified Party because such interests could be in conflict with Franchisee's interests, or (2) Franchisee does not assume responsibility for such Losses in a timely manner or Franchisee fails to defend a claim with counsel reasonably satisfactory to the Indemnified Party as contemplated above, then the Indemnified Party will have the right to employ counsel of its own choosing, and Franchisee must pay the fees and disbursements of such Indemnified Party's counsel as incurred. In connection with any claim, the Indemnified Party or Franchisee, whichever is not assuming the defense of such claim, will have the right to participate in such claim and to retain its own counsel at such party's own expense.

(c) Franchisee or the Indemnified Party (as the case may be) will keep Franchisee or the Indemnified Party (as the case may be) reasonably apprised of, and will respond to any reasonable requests concerning, the status of the defense of any claim and will cooperate in good faith with each other with respect to the defense of any such claim. Franchisee will not, without the prior written consent of the Indemnified Party, (1) settle or compromise any claim or consent to the entry of any judgment with respect to any claim which does not include a written release from liability of such claim for the Indemnified Party and its affiliates, direct and indirect owners, directors, managers, employees, agents and representatives, or (2) settle or compromise any claim in any manner that may adversely affect the Indemnified Party other than as a result of money damages or other monetary payments which will be paid by Franchisee. No claim that is being defended in good faith by Franchisee in accordance with the terms of this section will be settled by the Indemnified Party without Franchisee's prior written consent. Notwithstanding anything to the contrary herein, if a claim involves the Marks, Franchisee agrees that SIE USA and SIE California Group will have the exclusive right to assume the defense of such claim, at Franchisee's expense with counsel selected by SIE USA or SIE California Group, but reasonably satisfactory to Franchisee.

(d) Franchisee has no obligation to indemnify or hold harmless an Indemnified Party for any Losses to the extent that such Losses are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly

by the Indemnified Party's gross negligence, willful misconduct, or willful wrongful omissions.

(e) For purposes of this section, "**Losses**" include all obligations, liabilities, damages (actual, consequential, or otherwise), and defense costs that any Indemnified Party incurs. Defense costs include 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 and alternative dispute resolution.

(f) Franchisee's obligations in this section will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against Franchisee under this section. Franchisee agrees that a failure to pursue recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from Franchisee under this section.

Legal Fees

(g) If Franchisee breaches any of the terms and conditions of this Agreement, Franchisee hereby agrees to pay all costs and expenses, including legal fees that may be incurred or paid by SIE California Group in enforcing SIE California Group's rights and remedies under this Agreement.

Legal Relationship

(h) The parties hereto hereby acknowledge and agree, that, except as expressly provided in this Agreement, each is an independent contractor, that no party shall be considered to be the agent, representative, employer or employee, master or servant of any other party hereto for any purpose whatsoever, and that no party has any authority to enter into any contract, assume any obligations or to give any warranties or representations on behalf of any other party hereto. Nothing in this Agreement shall be construed to create a relationship of partners, joint ventures, fiduciaries, or any other similar relationship among the parties.

Severability

(i) If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to parties or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

Notice

(j) All notices, consents, approvals, statements, authorizations, documents, or other communications (collectively "Notices") required or permitted to be given hereunder shall be in writing, and shall be delivered either by a reputable delivery service that provides for package tracking and confirmation of deliveries made (e.g., Federal Express, United Parcel Service) or mailed by certified mail, return receipt requested, postage prepaid, to the said parties or email with proof of delivery at their respective addresses set forth hereunder, namely:

To the SIE California Group at: 1401 21ST Street, Suite R, Sacramento, CA 95811

To the Franchisee at [Address]

or at any such other address or addresses as may be given by any of them to the other in writing from time to time. Such notices, if mailed, shall be deemed to have been given on the second business day (except Saturdays, Sundays and national holidays) following such mailing, or, if delivered personally, shall be deemed to have been given on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery; provided that if such notice shall have been mailed and if regular mail service shall be interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, then such Notice shall not be effective unless delivered.

Headings, Section Numbers

(k) The headings, article numbers, and table of contents appearing in this Agreement or any schedule hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement.

Applicable Laws

(l) This Agreement and any dispute, claim or controversy arising out of or relating to, the rights and obligations of the parties under this Agreement and any other dispute, claim or controversy between the parties shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles. Nothing in this section is intended or shall be deemed to make any Delaware law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable.

WAIVER OF PUNITIVE DAMAGES, CLASS ACTION LAWSUITS, AND JURY TRIAL

(m) TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO, OR CLAIM FOR, ANY CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER PARTY. THE PARTIES ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN THEM, THE PARTY MAKING A CLAIM WILL BE LIMITED TO RECOVERY OF ACTUAL DAMAGES, IF ANY.

(n) THE PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO BRING OR BE A CLASS MEMBER IN, ANY CLASS ACTION SUITS

(o) THE PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, AND/OR COUNTERCLAIM BROUGHT BY EITHER PARTY.

Injunctive Relief.

(p) Franchisee recognizes that its failure to comply with the terms of this Agreement, including the failure to comply fully with all post-termination obligations, is likely to cause irreparable harm to SIE California Group, its affiliates, and the System. Therefore, Franchisee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Franchisee, SIE California Group shall be entitled to injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance without showing or proving actual damages and without posting any bond or security. Any equitable remedies sought by SIE California Group shall be in addition to, and not in lieu of, all remedies and rights that SIE California Group otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

Time of the Essence

(q) Time shall be of the essence of this Agreement and of each and every part hereof.

Waiver of Obligations

(r) SIE California Group may, by written instrument, unilaterally waive any obligation of or restriction upon Franchisee under this Agreement. No acceptance by SIE California Group of any payment by Franchisee and no failure, refusal or neglect of SIE California Group to exercise any right under this Agreement or to insist upon full compliance by Franchisee with his obligations hereunder, including without limitation, any mandatory specification, standard or operating procedure, shall constitute a waiver of any provision of this Agreement.

Construction

(s) The use of the neuter or male or female pronoun to refer to SIE California Group may be an individual (male or female) or an entity or a group of individuals or entities. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense shall, in all instances be assumed in each case. The words "hereof", "herein", "hereunder" and similar expressions used in any section or subsection of this Agreement relate to the whole of this Agreement (including any Schedules attached hereto) and not to that section or subsection only, unless otherwise expressly provided for or the context clearly indicates to the contrary.

Default Cumulative

(t) If Franchisee (or any controlling owner or an affiliate of Franchisee) acquires the right and franchise to operate another or other School is Easy Tutoring Franchised Businesses, any default by Franchisee (or any controlling owner or an affiliate of Franchisee) in the performance or observance of any of the terms and conditions under any one agreement governing the aforesaid right and franchise shall be deemed to be an event of default under all other agreements pursuant to which Franchisee (or any controlling owner or an affiliate of Franchisee) operates such a School is Easy Tutoring Franchised Business or Businesses.

Further Assurances

(u) Each of the parties hereto hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

Binding Agreement

(v) Subject to the restrictions on assignment herein contained, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

When Agreement Binding on Franchisee

(w) This Agreement is not effective until signed by a corporate officer of the SIE California Group. Franchisee is advised not to incur any expense or obligation with respect to the

proposed franchise business until Franchisee has received a fully executed copy of this Agreement from SIE California Group.

Rights of SIE California Group are Cumulative

(x) The rights of SIE California Group hereunder are cumulative, and no exercise or enforcement by SIE California Group of any right or remedy hereunder shall preclude the exercise or enforcement by SIE California Group of any other right or remedy hereunder or which SIE California Group is otherwise entitled by law or equity to enforce.

Force Majeure

(y) In the event that any party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay, up to a maximum of three (3) months. The provisions of this section shall not operate to excuse Franchisee from the prompt payment of any fee or other payment due SIE California Group pursuant to the provisions of this Agreement.

Franchisee May Not Withhold Payments Due

(z) Franchisee shall not, on grounds of the alleged non-performance by SIE California Group of its obligations hereunder, withhold payment of any Royalty or other amounts due to SIE California Group or its affiliates.

Fair Dealing

(aa) The parties agree to act reasonably and in good faith in all matters concerning the performance and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SIE CALIFORNIA GROUP: **SCHOOL IS EASY CALIFORNIA · GROUP, INC.**	**FRANCHISEE:** **[FRANCHISEE NAME]**
By:_____ Print Name:_____ Title:_____ Date:_____	By:_____ Print Name: _____ Title: _____ Date: _____

SCHEDULE A

FRANCHISE INFORMATION

The Area is described as the following zip codes: _____, with an approximate population estimate of _____.

[insert Office location]

The Initial Franchise Fee is: _____

SCHEDULE B

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

This Conditional Assignment Agreement is made between **FRANCHISEE NAME** (the "Franchisee") and **School Is Easy California ·Group, Inc.** the "SIE California Group").

SIE California Group is the SIE California Group of the marketing plan and system (hereinafter called the "System") for the development, opening and operation of businesses providing in-home teaching for children and adults as well as providing other ancillary and related services and products and operating under the name, trademark and style "School is Easy Tutoring". By a Franchise Agreement for Franchisee's [Office Location] as defined in Schedule A, made effective the _ day of _____,20__ (the "Franchise Agreement"), SIE California Group has granted to Franchisee a franchise for the System. The Franchise Agreement requires Franchisee to enter into this Conditional Assignment Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Telephone Numbers. Franchisee acknowledges that this Conditional Assignment Agreement pertains to all telephone numbers and listings therefore that are now or in the future used in the operation, advertising and marketing of its "School is Easy Tutoring" business licensed by the Franchise Agreement, including but not limited to the following number(s) phone number(s), social media sites, websites, and any other listings, site or identifier (the "Telephone Numbers"). Upon the fulfillment of the conditions in Paragraph 2 below, these Telephone Numbers will be automatically assigned to SIE California Group or its successor or assign.

2. Assignment. Upon the expiration without renewal or termination of the Franchise Agreement, all of Franchisee's rights, title, and interest in and to the Telephone Numbers will automatically be assigned to SIE California Group (the "Assignment"), provided SIE California Group gives notice (under paragraph 4 below) to the Franchisee's telephone company of SIE California Group's acceptance of the Assignment.

3. Consent. Franchisee irrevocably consents to the Assignment and authorizes all telephone companies and telephone directory services and other public or private businesses using or authorizing any of said telephone numbers to immediately recognize the Assignment upon receipt of written notice from SIE California Group. A copy of this Conditional Assignment Agreement, certified by an officer of SIE California Group, is agreed to be as valid and binding as the original. Franchisee hereby irrevocably appoints any officer of SIE California Group as its attorney to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing.

4. Notice. SIE California Group shall give notice of its acceptance of the Assignment by sending said Notices in accordance with the Franchise Agreement, to Franchisee and to all other telephone companies and other businesses that are to recognize the Assignment.

5. Pro-ration. All telephone charges shall be prorated as of the time of Assignment, with Franchisee paying for all charges prior to the effectiveness of the Assignment. Franchisee shall indemnify SIE California Group for all charges incurred by SIE California Group on and prior to the date of the Assignment.

6. Governing Law. This Agreement shall be construed in accordance with section 17 of the Franchise Agreement.

IN WITNESS WHEREOF, the parties executed this Agreement on the ___ day of _____ _____ 20__.

SIE CALIFORNIA GROUP:
SCHOOL IS EASY CALIFORNIA · GROUP, INC.

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

FRANCHISEE:
[FRANCHISEE NAME]

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

SCHEDULE C
OWNERSHIP INTERESTS

Franchisee Name: _____

Corporate Franchisee. If Franchisee is a corporation, the number of authorized shares of Franchisee that have been issued is _____ and the name, address, number of shares owned (legally or beneficially) and office held by each shareholder is as follows:

Name	Home Address	No. of Shares	Office Held

Limited Liability Company Franchisee. If Franchisee is a limited liability company, the name, address, and percentage interest of each member is as follows:

Name	Home Address	Percentage Interest

Other Business Entity Franchisee. If Franchisee is some other business entity, the type of business entity and the name, address, and ownership interest (including for a limited partnership, whether a general or limited partner) of each owner is as follows:

Type of Business Entity: _____

Name	Home Address	Ownership Interest

Controlling Owners of Franchisee (at least 40% of Franchisee's Ownership) and place an "*" next to name of an individual that SIE California Group can treat as the one Controlling Owner with whom SIE California Group will provide information: _____

_____

SCHEDULE D

GUARANTEE AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the School is Easy Tutoring Franchise Agreement dated as of _____ ("**Agreement**") by _____ ("**SIE California Group**"), entered into with _____ ("**Franchisee**"), the undersigned ("**Guarantors**"), each of whom is an officer, director, or owner, hereby personally and unconditionally agree as follows:

1. **Guarantee To Be Bound By Certain Obligations.** Guarantors hereby personally and unconditionally guarantee to SIE California Group and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement or at law or in equity, that each will be personally bound by the covenants and restrictions contained in section regarding Restrictive Covenants and Trade Secrets of the Agreement.

2. Guarantee and Assumption of Franchisee's Obligations. Guarantors hereby: (1) guarantee to SIE California Group and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement or at law or in equity, that Franchisee and any assignee of Franchisee's interest under the Agreement shall: (a) punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement, and (b) punctually pay all other monies owed to SIE California Group and/or its affiliates; (2) agree to be personally bound by each and every provision in the Agreement, including, without limitation, the provisions of Restrictive Covenants and Trade Secrets and Indemnification of SIE California Group); and (3) agree to be personally liable for the breach of each and every provision in the Agreement.

3. General Terms and Conditions. The following general terms and conditions shall apply to this Guarantee:

Each of the undersigned waives: (1) acceptance and notice of acceptance by SIE California Group of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (4) any right s/he may have to require that an action be brought against Franchisee or any other person as a condition of liability; (5) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guarantee by the undersigned; (6) any law or statute which requires that SIE California Group make demand upon, assert claims against or collect from Franchisee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any others prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guarantee; (7) any and all other notices and legal or equitable defenses to which he may be entitled; and (8) any and all right to have any legal action under this Guarantee decided by a jury.

Each of the undersigned consents and agrees that: (1) her/his direct and immediate liability under this Guarantee shall be joint and several; (2) s/he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by SIE California Group of any remedies against Franchisee or any other person; (4) such liability shall not be diminished, relieved or otherwise affected by any amendment of the Agreement, any extension of time, credit or other indulgence which SIE California Group may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Agreement and for so long thereafter as there are monies or obligations owing from Franchisee to SIE California Group or its affiliates under the Agreement; and (5) monies received from any source by SIE California Group for application toward payment of the obligations under the Agreement and under this Guarantee may be applied in any manner or order deemed appropriate by SIE California Group. In addition, if any of the

undersigned ceases to be an owner, officer or director of Franchisee, that person agrees that the obligations under this Guarantee shall continue to remain in force and effect unless SIE California Group in its sole discretion, in writing, releases those person(s) from this Guarantee. Notwithstanding the provisions of the previous sentence, unless prohibited by applicable law, the obligations of Restrictive Covenants and Trade Secrets of the Agreement shall remain in force and effect for a period of two (2) years after any such release by SIE California Group. A release by SIE California Group of any of the undersigned shall not affect the obligations of any other Guarantor.

If SIE California Group brings an action to enforce this Guarantee in a judicial proceeding, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury.

If SIE California Group utilizes legal counsel (including in-house counsel employed by SIE California Group or its affiliates) in connection with any failure by the undersigned to comply with this Guarantee, the undersigned shall reimburse SIE California Group for any of the above-listed costs and expenses incurred by it.

If any of the following events occur, a default ("**Default**") under this Guarantee shall exist: (1) failure of timely payment or performance of the obligations under this Guarantee; (2) breach of any agreement or representation contained or referred to in this Guarantee; (3) the dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any of the undersigned; and/or (4) the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any of the undersigned. If a Default occurs, the obligations of the undersigned shall be due immediately and payable without notice. Upon the death of one of the undersigned, the estate shall be bound by this Guarantee for all obligations existing at the time of death. The obligations of the surviving Guarantors shall continue in full force and effect.

This Guarantee shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors, and assigns. SIE California Group's interests in and rights under this Guarantee are freely assignable, in whole or in part, by SIE California Group. Any assignment shall not release the undersigned from this Guarantee.

All sections of the Agreement governing its enforcement are incorporated by reference into this Guarantee, and all capitalized terms that are not defined in this Guarantee shall have the meaning given them in the Agreement.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature.

GUARANTORS:

Date: _____

_____
Print Name: _____
Home Address: _____

(c)

Date: _____

_____
Print Name: _____
Home Address: _____

SCHEDULE E
FRANCHISEE DISCLOSURE VERIFICATION

You are preparing to enter into a School is Easy Franchise Agreement with _____ ("SIE California Group"). The purpose of this Questionnaire is to confirm that you understand the terms of the Franchise Agreement and that no unauthorized statements or promises have been made to you. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

Franchise Applicant _____

Yes ___ No ___ 1. Have you received and reviewed the School Is Easy Franchise Disclosure Document ("FDD") at least 14 calendar days, exclusive of the day you received it, before signing the Franchise Agreement and/or paying any monies to SIE California Group?

Yes ___ No ___ 2. Have you signed and returned to SIE California Group the acknowledgment of receipt for each FDD given you?

Yes ___ No ___ 3. Have you had an opportunity to read the Franchise Agreement and each of its attachments thoroughly and understand all of SIE California Group's covenants and obligations and your covenants and obligations as a franchisee?

Yes ___ No ___ 4. Do you understand that you and certain employees must successfully complete and pass SIE California Group's training programs to SIE California Group's satisfaction before SIE California Group will allow you to open a School is Easy Business?

Yes ___ No ___ 5. Do you understand that the territorial rights you have been granted are subject to limitations and exceptions?

Yes ___ No ___ 6. Have you had an opportunity to consult with a lawyer, accountant, or other professional advisor prior to signing the Franchise Agreement or have you had the opportunity for such review and chosen not to engage such professionals?

Yes ___ No ___ 7. Do you understand the risks of owning a business and specifically the risks of owning a School is Easy Business franchise, and are you able to bear such risks?

Yes ___ No ___ 8. Do you acknowledge that the success of your franchise will depend primarily on your own skills, efforts and abilities and those of the persons you employ as well as many factors beyond your or SIE California Group's control, including demographics, competition, local laws, lease terms, and other conditions which may be difficult or impossible to anticipate or identify may affect the success of your business?

Yes ___ No ___ 9. Except for negotiated changes that have been initiated by you, did you receive a complete copy of the Franchise Agreement at least seven calendar days before the date on which you signed the Franchise Agreement?

Yes ___ No ___ 10. Do you understand that all disputes or claims you may have arising out of or relating to the Franchise Agreement must be brought in the state where SIE California Group has its principal place of business, if not resolved informally?

Yes ___ No ___ 11. Do you agree that no employee or other person speaking on SIE California Group's behalf made any statement or promise regarding the costs involved in operating a School is Easy Business franchise that is not contained in the FDD or that is contrary to or different from, the information contained in the FDD?

Yes ___ No ___ 12. Do you agree that no employee or other person speaking on SIE California Group's behalf made any promises, guarantees or assurances to you and provided no information to you relative to earnings, revenues, profits, expenses or projected revenues for a School is Easy Business franchise other than those contained in Item 19 of SIE California Group's Franchise Disclosure Document (if any)?

Yes ___ No ___ 13. Do you agree that no employee or other person speaking on SIE California Group's behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning the advertising, marketing,

media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the FDD?

Yes ___ No ___ 14. Do you understand that the Franchise Agreement and its attachments contain the entire agreement between SIE California Group and you concerning the School is Easy Business franchise, meaning any prior oral or written statements not set out in the Franchise Agreement will not be binding?

Yes ___ No ___ 15. Do you understand that SIE California Group is relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

If you answered "No" to any question above, please explain your response(s) below:

_____

_____

_____

_____

_____

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

FRANCHISE APPLICANT: _____

By: _____

Print Name: _____

Date: _____

SCHEDULE F
FORM OF NON-DISCLOSURE AND NON-COMPETITION AGREEMENT
(to be signed by franchisee and its personnel
)

THIS NON-DISCLOSURE AND NON-COMPETITION AGREEMENT (this "**Agreement**") is made this _____ day of _____, 20___, by and between _____ ("**Franchisee**") and _____, who is an owner, director, officer, manager, member, partner, or a person in a managerial position with, Franchisee (the "**Member**").

RECITALS:

WHEREAS, **School is Easy USA, LLC** ("**SIE USA**") owns a format and system (the "**System**") relating to the establishment and operation a School is Easy Tutoring franchise;

WHEREAS, **School Is Easy California ·Group, Inc.** (SIE California Group) pursuant to a subfranchise agreement entered into by SIE USA as SIE USA, School Is Easy California ·Group, Inc. is the SIE California Group of the School is Easy in the state of California.

WHEREAS, SIE California Group identifies School is Easy Tutoring Businesses by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including the mark "School is Easy" and such other trade names, service marks, and trademarks as SIE California Group may hereafter designate for use in connection with the System (the **"Marks"**);

WHEREAS, SIE California Group and Franchisee have executed a School is Easy Franchise Agreement ("**Franchise Agreement**") granting Franchisee the right to operate a School is Easy Business (the "**Franchised Business**") located at _____ and to use the Marks in connection therewith under the terms and conditions of the Franchise Agreement; and

WHEREAS, the Member, by virtue of his or her position with Franchisee, will gain access to certain of SIE California Group's Confidential Information, as defined herein, and must therefore be bound by the same confidentiality and non-competition agreement that Franchisee is bound by.

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

1. Confidential Information. Member shall not, during the term of the Franchise Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the business franchised thereunder which may be communicated to Member or of which Member may be apprised by virtue of Franchisee's operation under the terms of the Franchise Agreement. Any and all information, knowledge, know-how, and techniques which SIE California Group designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Member can demonstrate came to his or her attention before disclosure thereof by SIE California Group; or which, at or after the time of disclosure by SIE California Group to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others.

2. Covenants Not to Compete.

   (a) Member specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of his/her position with Franchisee, Member will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of SIE USA or SIE California Group and the System.

(b) Member covenants and agrees that during the term of Member's employment with, or ownership interest in Franchisee, except as otherwise approved in writing by SIE California Group, Member shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity:

(1) Carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed in any Competing Business, which is defined as any business that is based in home, online, or at a center that offers tutoring or test preparation services; or
(2) Divert or attempt to divert any present or prospective business or customer to any Competing Business 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.

(c) During the term of Member's employment with or ownership interest in Franchisee, there is no geographical limitation on the restrictions contained in this section. Member covenants and agrees that during the continuous uninterrupted period of two (2) years from the termination of Member's employment with and/or transfer of Member's ownership interest in Franchisee, except as otherwise approved in writing by SIE California Group, Member shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed in any Competing Business, which is, or is intended to be, located the Area (which is defined in the Franchise Agreement) , within five (5) miles of the perimeter of the Area, or within a five (5) mile of the perimeter around any then-existing School is Easy Business operating under the System.

3. Injunctive Relief. Member acknowledges that any failure to comply with the requirements of this Agreement will cause SIE California Group irreparable injury, and Member agrees to pay all costs (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) incurred by SIE California Group in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

4. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, shall be held invalid by any court of competent jurisdiction for any reason, then the Member agrees that the court shall have the authority to reform and modify that provision in order that the restriction shall be the maximum necessary to protect SIE California Group's and/or Member's legitimate business needs as permitted by applicable law and public policy. In so doing, the Member agrees that the court shall impose the provision with retroactive effect as close as possible to the provision held to be invalid.

5. Delay. No delay or failure by SIE California Group or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement shall be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

6. Third-Party Beneficiary. Member hereby acknowledges and agrees that SIE USA and SIE California Group is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

IN WITNESS WHEREOF, Franchisee and the Member attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the date first written above.

FRANCHISEE

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

MEMBER

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

SCHEDULE G
ACH AUTHORIZATION FORM

OFFICE LOCATION: _____

DEPOSITOR (NAME OR LEGAL ENTITY): _____

The undersigned depositor ("Depositor") hereby authorizes **SCHOOL IS EASY CALIFORNIA · GROUP, INC.** ("SIE California Group") to initiate debit entries and credit correction entries to Depositor's checking or savings account indicated below and Depositor hereby authorizes the depository designated below ("Bank") to debit or credit such account pursuant to SIE California Group's instructions. This authorization is to remain in full force and effect until 60 days after SIE California Group has received written notification from Depositor of its termination.

DEPOSITOR INFORMATION

Depositor Name:
Mailing Address:
City/ State/ Zip Code:
Telephone:
Email:

DEBITING BANK ACCOUNT INFORMATION

Bank Name:
City / State / Zip Code:
Branch:
Account Number to Debit:
Routing Number (9 digits #):
Account Name:

The undersigned representative of Depositor represents and warrants to SIE California Group and the Bank that the person executing this ACH Authorization Form is an authorized signatory on the account referenced above and all information regarding the account is true and accurate.

Depositor By: _____

Print Name: _____

Title: _____

Date: _____

School is Easy

TUTORING

EXHIBIT C

OPERATIONS MANUAL TABLE OF CONTENTS

Section A: Introduction 4

Welcome Letter from President 5
How to Use this Manual 6
School is Easy Vision 7
School is Easy Values for Parents and Students 8
School is Easy Values for Tutors 9
School is Easy Group Values for Franchisees 10
Painted Picture of School is Easy 2020 12
Responsibility of Franchisor 14
Responsibility of Franchisee 15

Section B: Administration 17

Business Set up and Administrative Duties 18
Database/Website Checklist 21
Office Set up Checklist 22
Start up Costs 23
Major Aspects of School is Easy Franchise 24

Section C: Teacher Registration Process 27

Teacher's Packages 28
Marketing to find tutors 29
Screening tutors 29
Criminal Record Checks 31
Telephone Script 32
Teacher Orientation 32
Checking References 37
Registration Process for Approved Tutors 37
Teacher of the Year Awards 39
Writing Reference Letters for Tutors 37

Section D: Marketing for Students 42

Marketing to Recruit Students 43
Branding Contribution by Franchisees 43
Local Marketing Plan 46
Measure and Evaluate Marketing Methods 70
Use of Logo 71
Pricing Policy 75

Section E: Student Registration Process 79

Student Inquiries 80
Telephone Inquiries 80
Email Inquiries 83
Website Inquiries 84
Student Inquiry Tracking and Analysis 85
Student Registration Process 86
Student Information Package 91

Section F: Making Matches/Follow Up 95

Procedures for Making Matches 95
Follow up with Parents 99
Common Problems and How to Handle Them 101
Refund Policy 103
Procedure for Handling Multiple Registrations 104

Section G: Accounts Receivable 105

Entering Income into Learnspeed 106
Late Payment Procedures 113

Section H: Accounts Payable and Working in QuickBooks 118

Section I: Recruiting and Maintaining Office Help 121

Recruiting and Maintaining Office Help 122
Interviewing Questions for Office Staff 122
Employee Agreement 124
Job Description 124
Employee Invoice 125
Job Performance Review 126
IRS and Other Reporting Requirements 127

Section J: Ongoing Relationship with Franchisor 128

Franchisee Reporting Requirements 129
Process for Ordering Supplies from Franchisor 130
Federal and State Laws 132
Confidentiality and Privacy Act 132

Section K: Database Guide 133

School is Easy Opus Data Management System 134

Section L: Quality Assurance 141

Section M: Government Funding 145

School is Easy

TUTORING

EXHIBIT D

FINANCIAL STATEMENTS

We have not been in business for three years or more; and, therefore, cannot include all financial statements required.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

SIE - CALIFORNIA

Balance Sheet

As of June 30, 2023

	TOTAL
Assets	
Current Assets	
Cash and Cash Equivalent	
Cash - CAD	0.00
Cash - USD	0.00
Due - SIE Vancouver	0.00
RBC #5877 USD (Cross Border acct)	0.00
Wells Fargo #4393	29,437.41
Total Cash and Cash Equivalent	**$29,437.41**
Deposit Clearing	0.00
Total Current Assets	**$29,437.41**
Total Assets	**$29,437.41**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable (A/P)	
Accounts Payable	650.00
Total Accounts Payable (A/P)	**$650.00**
Accrued Liabilities	1,500.00
Due to SIE Vancouver	4,983.12
GST/HST Payable	0.00
Tax Account (Sales Taxes)	0.00
Total Current Liabilities	**$7,133.12**
Non-current Liabilities	
Due - Shareholder	60,046.73
Total Non-current Liabilities	**$60,046.73**
Total Liabilities	**$67,179.85**
Equity	
Retained Earnings	-28,702.52
Profit for the year	-9,039.92
Total Equity	**$ -37,742.44**
Total Liabilities and Equity	**$29,437.41**

SIE - CALIFORNIA

Statement of Cash Flows

January - June, 2023

	TOTAL
OPERATING ACTIVITIES	
Net Income	-9,039.92
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Accounts Payable	650.00
Due to SIE Vancouver	514.50
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	**1,164.50**
Net cash provided by operating activities	**$ -7,875.42**
FINANCING ACTIVITIES	
Due - Shareholder	-1,681.60
Net cash provided by financing activities	**$ -1,681.60**
NET CASH INCREASE FOR PERIOD	**$ -9,557.02**
Cash at beginning of period	38,994.43
CASH AT END OF PERIOD	**$29,437.41**

SIE - CALIFORNIA

Profit and Loss

January - June, 2023

	TOTAL
EXPENSES	
Bank Charges - USD	66.00
Franchise Costs	1,618.40
Professional Fees USD	6,528.00
Professional Fees - CAD	514.50
Telephone Expense - USD	313.02
Total Expenses	**$9,039.92**
PROFIT	**$ -9,039.92**

SCHOOL IS EASY CALIFORNIA GROUP, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2022

SCHOOL IS EASY CALIFORNIA GROUP, INC.
TABLE OF CONTENTS

Independent Auditor's Report	Page 1 - 2
Balance Sheets	Page 3
Statements of Shareholder's (Deficit)	Page 4
Statements of Operations and Shareholder's (Deficit)	Page 5
Statement of Cash Flows	Page 6
Footnotes	Page 7 - 8

MONIS J. SIDDIQUI, CPA P.C.
Certified Public Accountant
516.730.6064

INDEPENDENT AUDITOR'S REPORT

To the Shareholder of
School Is Easy California Group, Inc.

Opinion

We have audited the financial statements of School Is Easy California Group, Inc., which comprises the balance sheets as of December 31, 2022, and 2021, and the related statements of operations, and changes in shareholder's (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of School Is Easy California Group, Inc. as of December 31, 2022, and 2021. and the results of its operations and its cash flows for the for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about School Is Easy California Group, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of School Is Easy California Group, Inc.'s internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about School Is Easy California Group, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Monis Siddiqui, CPA P.C.

Monis Siddiqui CPA P.C.
Bellerose, NY
March 29, 2023

SCHOOL IS EASY CALIFORNIA GROUP, INC.
BALANCE SHEETS

	DECEMBER 31	
	2022	2021
ASSETS		
Cash	$ 38,596	$ 49,613
Total Assets	$ 38,596	$ 49,613
LIABILITIES AND SHAREHOLDER'S (DEFICIT)		
Current Liabilities		
Accounts payable and accrued expenses	$ 1,500	$ 750
Due to related parties	65,799	66,949
Total Current Liabilities	67,299	67,699
Shareholder's (Deficit)	(28,703)	(18,086)
Total Liabilities and Shareholder's (Deficit)	$ 38,596	$ 49,613

See notes to financial statements

SCHOOL IS EASY CALIFORNIA GROUP, INC.
STATEMENT OF SHAREHOLDER'S (DEFICIT)
FOR THE YEARS ENDING DECEMBER 31, 2022 AND 2021

	Common Stock	Retained Earnings	Total
January 1, 2021	$ 100	$ (8,991)	$ (8,891)
Net (Loss)	—	(9,195)	(9,195)
Shareholder's Contributions	—	—	—
Dividends	—	—	—
Balance, December 31, 2021	$ 100	$ (18,186)	$ (18,086)
Net (Loss)	—	(10,617)	(10,617)
Shareholder's Contributions	—	—	—
Dividends	—	—	—
Balance, December 31, 2022	$ 100	$ (28,803)	$ (28,703)

See notes to financial statements

SCHOOL IS EASY CALIFORNIA GROUP, INC.
STATEMENT OF OPERATIONS AND SHAREHOLDER'S (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31

	2022	2021
Revenues	$ 1,452	$ 1,160
Operating Expenses	12,069	10,355
Net (Loss)	(10,617)	(9,195)
Shareholder's (Deficit) - Beginning	(18,086)	(8,891)
Shareholder's (Deficit) - Ending	$ (28,703)	$ (18,086)

See notes to financial statements

SCHOOL IS EASY CALIFORNIA GROUP, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31

	2022	2021
Cash Flows from Operating Activities		
Net (loss)	$ (10,617)	$ (9,195)
Adjustments to reconcile net (loss) to net cash provided (used) by operating activities:		
Changes in assets and liabilities		
Accounts payable and accrued expensses	750	750
Due to related parties	(1,150)	8,969
	(11,017)	524
Net (Decrease) Increase in Cash	(11,017)	524
Cash - Beginning	49,613	49,089
Cash - Ending	$ 38,596	$ 49,613

See notes to financial statements

SCHOOL IS EASY CALIFRONIA GROUP, INC.
NOTES TO FINANCIAL STATEMENTS

---

1. THE COMPANY

School Is Easy California Group, Inc. (the "Company") is a California corporation that was incorporated in August 2019 to offer franchisees the opportunity to own and operate an in-home and online teaching franchise for children and adults using the "School is Easy" trademarks and operating system.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to own and operate School Is Easy California Group, Inc. franchise for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents and franchisee accounts receivable. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Income Taxes-The Company is a "C" corporation for income tax purposes. There was no accrued liability for taxes payable at December 31, 2022 or 2021. The Company elected not to recognize any deferred tax assets due to uncertainty of the Company's ability to benefit from a tax asset.

3. REVENUE RECOGNITION

The Company will record revenue in accordance Accounting Standards Board ("FASB") and Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606). The transaction price attributable to performance obligations will be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation will be amortized over the life of the related franchise agreements. Commissions paid for franchises will be amortized over the life of the franchise agreement.

4 RELATED PARTY TRANSACTIONS

The Company periodically receives funds from its shareholder or related companies. These advances are due upon demand and do not bear interest. As of December 31, 2022, and 2021, the balance due to a related parties were $65,799 and $66,949, respectively.

5. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through March 28, 2023, the date the financial statements were available to be issued.

SCHOOL IS EASY CALIFORNIA GROUP, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2021

SCHOOL IS EASY CALIFORNIA GROUP, INC.
TABLE OF CONTENTS

Independent Auditor's Report	Page 1 - 2
Balance Sheets	Page 3
Statements of Shareholder's (Deficit)	Page 4
Statements of Operations and Shareholder's (Deficit)	Page 5
Statement of Cash Flows	Page 6
Footnotes	Page 7 - 8

AKIVA MANNE
CERTIFIED PUBLIC ACCOUNTANT
905 HARRISON ST ALLENTOWN, PA 18103

INDEPENDENT AUDITOR'S REPORT

To the Shareholder of
School Is Easy California Group, Inc.

Opinion

We have audited the financial statements of School Is Easy California Group, Inc., which comprises the balance sheets as of December 31, 2021, and 2020, and the related statements of operations, and changes in shareholder's (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of School Is Easy California Group, Inc. as of December 31, 2021, and 2020. and the results of its operations and its cash flows for the for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about School Is Easy California Group, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of School Is Easy California Group, Inc.'s internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about School Is Easy California Group, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Akiva Manne CPA
Allentown PA
April 28, 2022

SCHOOL IS EASY CALIFORNIA GROUP, INC.
BALANCE SHEETS

	DECEMBER 31	
	2021	2020
ASSETS		
Cash	$ 49,613	$ 49,089
Total Assets	$ 49,613	$ 49,089
LIABILITIES AND SHAREHOLDER'S (DEFICIT)		
Current Liabilities		
Accounts payable and accrued expenses	$ 750	$ —
Due to related parties	66,949	57,980
Total Current Liabilities	67,699	57,980
Shareholder's (Deficit)	(18,086)	(8,891)
Total Liabilities and Shareholder's (Deficit)	$ 49,613	$ 49,089

See notes to financial statements

SCHOOL IS EASY CALIFORNIA GROUP, INC.
STATEMENT OF SHAREHOLDER'S (DEFICIT)
FOR THE YEARS ENDING DECEMBER 31, 2021 AND 2020

	Common Stock	Retained Earnings	Total
January 1, 2020	$ 100	$ (3,111)	$ (3,011)
Net (Loss)	—	(5,880)	(5,880)
Shareholder's Contributions	—	—	—
Dividends	—	—	—
Balance, December 31, 2020	$ 100	$ (8,991)	$ (8,891)
Net (Loss)	—	(9,195)	(9,195)
Shareholder's Contributions	—	—	—
Dividends	—	—	—
Balance, December 31, 2021	$ 100	$ (18,186)	$ (18,086)

See notes to financial statements

SCHOOL IS EASY CALIFORNIA GROUP, INC.
STATEMENT OF OPERATIONS AND SHAREHOLDER'S (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31

	2021	2020
Revenues	$ 1,160	$ —
Operating Expenses	10,355	5,880
Net (Loss)	(9,195)	(5,880)
Shareholder's (Deficit) - Beginning	(8,891)	(3,011)
Shareholder's (Deficit) - Ending	$ (18,086)	$ (8,891)

See notes to financial statements

SCHOOL IS EASY CALIFORNIA GROUP, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31

	2021	2020
Cash Flows from Operating Activities		
Net (loss)	$ (9,195)	$ (5,880)
Adjustments to reconcile net (loss) to net cash provided (used) by operating activities:		
Changes in assets and liabilities		
Accounts payable and accrued expensses	750	—
Due to related parties	8,969	—
Net Increase in Cash	524	(5,880)
Cash - Beginning	49,089	54,969
Cash - Ending	$ 49,613	$ 49,089

See notes to financial statements

SCHOOL IS EASY CALIFRONIA GROUP, INC.
NOTES TO FINANCIAL STATEMENTS

---

1. THE COMPANY

School Is Easy California Group, Inc. (the "Company") is a California corporation that was incorporated in August 2019 to offer franchisees the opportunity to own and operate an in-home and online teaching franchise for children and adults using the "School is Easy" trademarks and operating system.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to own and operate School Is Easy California Group, Inc. franchise for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents and franchisee accounts receivable. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Income Taxes-The Company is a "C" corporation for income tax purposes. There was no accrued liability for taxes payable at December 31, 2021 or 2020. The Company elected not to recognize any deferred tax assets due to uncertainty of the Company's ability to benefit from a tax asset.

3. REVENUE RECOGNITION

The Company will record revenue in accordance Accounting Standards Board ("FASB") and Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606). The transaction price attributable to performance obligations will be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation will be amortized over the life of the related franchise agreements. Commissions paid for franchises will be amortized over the life of the franchise agreement.

4 RELATED PARTY TRANSACTIONS

The Company periodically receives funds from its shareholder or related companies. These advances are due upon demand and do not bear interest. As of December 31, 2021, and 2020, the balance due to a related parties were $66,949 and $57,980, respectively.

5. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through April 28, 2022, the date the financial statements were available to be issued.

School is Easy USA, LLC
Financial Statements
For the Year Ended December 31, 2022

School is Easy USA, LLC
Financial Statements
For the Year Ended December 31, 2022

Contents

Independent Auditor's Report	1
Financial Statements	
Balance Sheet	3
Statement of Operations and Deficit	4
Statement of Cash Flows	5
Notes to Financial Statements	6 - 11

Tel: 519-944-6993
Fax: 519-944-6116

www.bdo.ca

3630 Rhodes Drive
Building 100
Windsor, Ontario
N8W 5A4

Independent Auditor's Report

To the Shareholder of School is Easy USA, LLC

Opinion
We have audited the financial statements of School is Easy USA, LLC (the "Company"), which comprise the balance sheet as of December 31, 2022, and the statements of operations and deficit and cash flows for the year then ended, and notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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

Substantial Doubt About the Company's Ability to Continue as a Going Concern
We draw attention to Note 1 in the financial statements, which indicates that the Company incurred a net loss during the year ended December 31, 2022 and the Company is actively developing a Franchisee base and online application. As stated in Note 1, these events or conditions, along with other matters as set forth in Note 1, indicate that a material uncertainty exists that may cast doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risk of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considering the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants, Licensed Public Accountants
Windsor, Ontario
June 22, 2023

School is Easy USA, LLC
Balance Sheet

December 31,	2022	2021
Assets		
Current		
Cash	$ 3,520	$ 1,520
Accounts receivable	-	1,072
	3,520	2,592
Intangible assets (Note 2)	5,000	-
	$ 8,520	$ 2,592
Liabilities and Member's Equity (Deficiency)		
Current		
Accounts payable and accrued liabilities	$ 5,891	$ 15,833
Due to Launchlife USA, Inc. (Note 3)	-	64,241
	5,891	80,074
Going concern (Note 1)		
Member's Equity (Deficiency)		
Member capital (Note 4)	100	100
Member contribution	83,455	-
Deficit	(80,926)	(77,582)
	2,629	(77,482)
	$ 8,520	$ 2,592

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

School is Easy USA, LLC
Statement of Operations and Deficit

For the year ended December 31	2022	2021
Revenue		
Royalty fee	$ 1,665	$ 1,631
Technology fee	400	800
Website fee	300	600
National marketing fund	14	33
	2,379	3,064
Operating expenses		
Professional fees	5,034	22,696
Bad debt expense	689	-
Advertising and promotion	-	5,138
Marketing and advertising	-	1,991
Office expense	-	288
Bank fees	-	180
	5,723	30,293
Net loss	(3,344)	(27,229)
Deficit, beginning of the year	(77,582)	(50,353)
Deficit, end of the year	$ (80,926)	$ (77,582)

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

School is Easy USA, LLC
Statement of Cash Flows

For the year ended December 31	2022	2021
Cash flows from operating activities		
Net income (loss) for the year	$ (3,344)	$ (27,229)
Changes in non-cash working capital:		
Accounts receivable	1,072	(1,072)
Accounts payable and accrued liabilities	(9,942)	9,833
	(12,214)	(18,468)
Cash flows from investing activity		
Investment in intangible assets	(5,000)	-
Cash flows from financing activity		
Increase (decrease) in advances from related parties	(64,241)	18,660
Increase (decrease) in contributed capital	83,455	-
Net increase in cash	2,000	192
Cash, beginning of the year	1,520	1,328
Cash, end of the year	$ 3,520	$ 1,520

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

1. Significant Accounting Policies

Nature of Business

School is Easy USA, LLC (the "Company") a Delaware limited liability company, was organized on February 26, 2019 and offers franchises for providing in-home teaching for children and adults as well as other ancillary and related services and products under the School is Easy trademarks and operating system (each a "School is Easy Tutoring Business").

Basis of Accounting

The financial statements have been prepared using accounting principles generally accepted in the United States of America.

Going Concern

As at December 31, 2022, the Company is continuing to develop its franchisee base and develop an online application. The Company it relying on capital contributed by its parent company to meet its cash obligations until its Franchisee base is fully developed. As a result, there is material uncertainty that may cast significant doubt as to whether the organization will have the ability to continue as a going concern.

These financial statements are prepared on a going concern basis which assumes that the Company will be able to develop its franchisee base, have positive net income, realize its assets and discharge its liabilities in the normal course of operations. If the going concern assumption was not appropriate for these financial statements then adjustments would be necessary to the carrying value of the assets and liabilities

Income Taxes

The Company is a single-member LLC and will be treated as a disregarded entity for both federal and state income tax purposes. Accordingly, federal and state income taxes are the responsibility of the individual member and are not recorded in these financial statements.

1. **Significant Accounting Policies (continued)**

Intangible Assets

Purchased intangible assets are initially recorded at cost.

Intangible assets with an indefinite life are not amortized. They are tested for impairment when events or circumstances indicate that their carrying amount exceeds their fair value. The impairment test consists of a comparison of the fair value of the unamortized assets with their carrying amount. When the carrying amount exceeds the fair value, an impairment loss is recognized in an amount equal to the excess.

Intangible assets with finite useful lives are amortized over their estimated useful lives as follows:

	Method and period
Development costs	Straight-line 5 years

Intangible assets with finite useful lives are tested for impairment when events or circumstances indicate that their carrying amount may not be recoverable. The impairment test entails comparing the estimated future undiscounted cash flows associated with the asset to the asset's carrying amount to determine if a write down to fair value is required.

For purposes of recognition and measurement of an impairment loss, an intangible asset is grouped with other assets and liabilities to form and asset group. An asset group is the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities.

Research costs are expensed when incurred.

1. **Significant Accounting Policies (continued)**

Financial Instruments

Financial instruments are recorded at fair value at initial recognition.

In subsequent years, financial instruments are reported at cost or amortized cost less impairment. Transaction costs on the acquisition, sale or issue of financial instruments are expensed for those items measured at fair value and charged to the financial instrument for those measured at amortized cost.

Financial assets are tested for impairment when indicators of impairment exist. When a significant change in the expected timing or amount of the future cash flows of the financial asset is identified, the carrying amount of the financial asset is reduced and the amount of the write-down is recognized in net income. A previously recognized impairment loss may be reversed to the extent of the improvement, provided it is not greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously, and the amount of the reversal is recognized in net income.

Foreign Currency Translation

Foreign currency accounts are translated into US dollars as follows:

At the transaction date, each asset, liability, revenue and expense is translated into US dollars by the use of the exchange rate in effect at that date. At the year end date, monetary assets and liabilities are translated into US dollars by using the exchange rate in effect at that date. The resulting foreign exchange gains and losses are included in income in the current period.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

1. **Significant Accounting Policies (continued)**

Revenue Recognition

In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU No. 2014-09, *"Revenue from Contracts with Customers: Topic 606" ("ASC 606")*, under which revenue is recognized when a customer obtains control of promised goods or services in an amount that reflects the consideration the entity expects to receive for those goods or services. The Company adopted ASC 606 effective January 1, 2021 using the modified retrospective method.

Initial franchise fee revenue is recognized based on consideration specified in a contract with a customer, and excludes any sales incentives and amounts collected on behalf of third parties. The Company recognizes revenue when it satisfies a performance obligation by transferring service to a customer. The total transaction price is allocated to the performance obligations based on the standalone selling price, which is estimated using the relative cost of each performance obligation. As such, the revenue is recognized once the following criteria are met:

- final payment has been received;
- the franchisee has executed a franchise agreement or evidence of an agreement exists; and
- the service related to the obligation is performed

ASU 2021-02 Franchisors - Revenue from Contracts with Customers was released which provided a practical expedient to non-public franchisors to account for pre-opening services provided to a franchisee as distinct from the franchise licenses if the services were consistent with those included in a predefined list within the guidance. The Company has elected to apply this practical expedient. As part of the application of the practical expedient the Company recognizes pre-opening services as a single performance obligation. Accordingly, the Company recognizes initial franchise fees once the service related to the performance obligation is performed, which coincides with the completion of the corresponding training of the franchisee's personnel.

Revenue from royalties is recognized over the term of the franchise agreement. The Company satisfies the following conditions under topic ASC 606-10-55-65:

- franchisor uses the IP over the life of the agreement; and
- the performance obligation to provide the continuous services to franchises is satisfied on monthly basis for which it receives sales-based royalty

Accordingly, revenue from royalties are considered as sales-based royalties received in exchange for a license of intellectual property and recognized on a monthly basis.

2. Intangible Assets

	2022		2021	
	Cost	Accumulated Amortization	Cost	Accumulated Amortization
Development costs	$ 5,000	$ -	$ -	$ -
		$ 5,000		$ -

During the current year, the Company began the development of an online application platform. The cost to date of $5,000 is included in intangible assets but no amortization has been recorded since the asset was not complete at year end.

3. Related Party Balances

At the end of the year, the amounts due to related entity is as follows:

	2022	2021
Due from LaunchLife USA, Inc.	$ -	$ 64,241

The Company is a subsidiary of LaunchLife USA, Inc. The balance owing is unsecured, non-interest bearing and payments have been waived for twelve months.

4. Member Capital

	2022	2021
Member capital	$ 100	$ 100
Member contributions	83,455	-
	$ 83,555	$ 100

The Company is a subsidiary of LaunchLife USA, Inc. The parent company contributed capital during the year to a total of $83,455 (2021 - Nil) with no set repayment terms and non interest bearing.

5. Franchise

At year end, the number of independently owned franchises open was Nil (2021 - 2 franchises).

6. Financial Instruments

The following analysis provides information about the Company's risk exposure and concentration from financial instruments. There have been no significant changes in the nature or concentration of these risk exposures from the prior year.

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Company is exposed to credit risk resulting from the possibility that a customer or counterparty to a financial instrument defaults on their financial obligations; if there is a concentration of transactions carried out with the same counterparty; or of financial obligations which have similar economic characteristics such that they could be similarly affected by changes in economic conditions. The Company is exposed to credit risk from franchisees. The Company mitigates risk by closely monitoring franchise balances.

Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting its obligations associated with financial liabilities. Liquidity risk includes the risk that, as a result of operational liquidity requirements, the Company will not have sufficient funds to settle a transaction on the due date; will be forced to sell financial assets at a value, which is less than what they are worth; or may be unable to settle or recover a financial asset. The Company is exposed to this risk mainly in respect of its accounts payable. The Company mitigates this risk by closely monitoring cash flows to fund its operations and to meet its liabilities when due, under both normal and stressed conditions. The Company’s ability to obtain funding from external sources may be restricted if the Company’s financial performance and condition deteriorate.

Market risk

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency risk, interest rate risk and other price risk. The Company is mainly exposed to currency risk.

Currency risk

The Company's earnings are exposed to the risk that arises from fluctuations in exchange rates and the degree of volatility of these rates. The Company does not use derivative instruments to reduce its exposure to exchange risk.

School is Easy USA, LLC
Financial Statements
For the Year Ended December 31, 2021

School is Easy USA, LLC
Financial Statements
For the Year Ended December 31, 2021

Contents

Independent Auditor's Report	1 - 3
Financial Statements	
Balance Sheet	4
Statement of Operations and Deficit	5
Statement of Cash Flows	6
Notes to Financial Statements	7 - 10

Tel: 519-944-6993
Fax: 519-944-6116

www.bdo.ca

3630 Rhodes Drive
Building 100
Windsor, Ontario
N8W 5A4

Independent Auditor's Report

To the Shareholder of School is Easy USA, LLC

Opinion
We have audited the financial statements of School is Easy USA, LLC (the "Company"), which comprise the balance sheet as of December 31, 2021, and the statements of operations and deficit and cash flows for the year then ended, and notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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

Substantial Doubt About the Company's Ability to Continue as a Going Concern
The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As described in Note 1 to the financial statements, the Company has a net capital deficiency which doubt exists about the Company's ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risk of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considering the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

BDO Canada LLP

Chartered Professional Accountants, Licensed Public Accountants

Windsor, Ontario
April 28, 2022

School is Easy USA, LLC
Balance Sheet

December 31	2021	2020
Assets		
Current		
Cash	$ 1,520	$ 1,328
Accounts receivable	1,072	-
	$ 2,592	$ 1,328
Liabilities and Member's Deficiency		
Current		
Accounts payable and accrued liabilities	$ 15,833	$ 6,000
Due to Launchlife USA, Inc. (Note 2)	64,241	45,581
	80,074	51,581
Going concern (Note 1)		
Member's Deficiency		
Member capital (Note 3)	100	100
Deficit	(77,582)	(50,353)
	$ 2,592	$ 1,328

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

School is Easy USA, LLC
Statement of Operations and Deficit

For the year ended December 31	2021	2020
Revenue		
Royalty fee	$ 1,631	$ 251
Technology fee	800	1,200
Website fee	600	900
National marketing fund	33	63
Franchise sales	-	10,000
	3,064	12,414
Operating expenses		
Professional fees	22,696	7,304
Advertising and Promotion	5,138	-
Marketing and advertising	1,991	2,047
Office expense	288	390
Bank fees	180	159
Bad debt expense	-	1,622
	30,293	11,522
Net income (loss)	(27,229)	892
Deficit, beginning of the year	(50,353)	(51,245)
Deficit, end of the year	$ (77,582)	$ (50,353)

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

School is Easy USA, LLC
Statement of Cash Flows

For the year ended December 31	2021	2020
Cash flows from operating activities		
Net income (loss) for the year	$ (27,229)	$ 892
Changes in non-cash working capital:		
Accounts receivable	(1,072)	595
Accounts payable and accrued liabilities	9,833	-
	(18,468)	1,487
Cash flows from investing activities		
Issuance of member capital	-	100
Cash flows from financing activities		
Net change in related party amounts	18,660	(20,359)
Net increase (decrease) in cash	192	(18,772)
Cash, beginning of the year	1,328	20,100
Cash, end of the year	$ 1,520	$ 1,328

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

December 31, 2021

1. Significant Accounting Policies

Nature of Business

School is Easy USA, LLC (the "Company") a Delaware limited liability company, was organized on February 26, 2019 and offers franchises for providing in-home teaching for children and adults as well as other ancillary and related services and products under the School is Easy trademarks and operating system (each a "School is Easy Tutoring Business").

Basis of Accounting

The financial statements have been prepared using accounting principles generally accepted in the United States of America.

Going Concern

As at December 31, 2021, the Company has an accumulated deficit of $77,582 and a negative current ratio. Without financial support from related parties for its operations, the Company's committed cash obligation exceeds its expected level of cash flow from operations for the next 12 months. As a result, there is material uncertainty that may cast significant doubt as to whether the organization will have the ability to continue as a going concern.

The Company's ability to continue as a going concern is therefore dependent upon continued support from related parties and profitable operations.

These financial statements are prepared on a going concern basis in accordance with US generally accepted accounting principles which assumes that the Company will be able to obtain adequate financing as required and realize its assets and discharge its liabilities in the normal course of operations. If the going concern assumption was not appropriate for these financial statements then adjustments would be necessary to the carrying value of the assets and liabilities.

Revenue Recognition

Franchise fee revenue is recognized upon completion of all significant initial services, which include a training course of up to twenty (20) hours, operating assistance and teacher orientation provided to the franchisee and upon satisfaction of all material conditions of the franchise agreement. In addition to the initial franchise fee, the Company receives a royalty fee of 8% and a brand fund fee of 2% based on the franchisee's gross sales. These ongoing fees are recognized as earned.

Revenue from website and technology fees are recognized on a monthly basis for the continuing use based on the fixed monthly rate defined by the Company. Revenue is recorded when earned.

1. **Significant Accounting Policies (continued)**

Income Taxes

The Company is a single-member LLC and will be treated as a disregarded entity for both federal and state income tax purposes. Accordingly, federal and state income taxes are the responsibility of the individual member and are not recorded in these financial statements.

Financial Instruments

Financial instruments are recorded at fair value at initial recognition.

In subsequent years, financial instruments are reported at cost or amortized cost less impairment. Transaction costs on the acquisition, sale or issue of financial instruments are expensed for those items measured at fair value and charged to the financial instrument for those measured at amortized cost.

Financial assets are tested for impairment when indicators of impairment exist. When a significant change in the expected timing or amount of the future cash flows of the financial asset is identified, the carrying amount of the financial asset is reduced and the amount of the write-down is recognized in net income. A previously recognized impairment loss may be reversed to the extent of the improvement, provided it is not greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously, and the amount of the reversal is recognized in net income.

Foreign Currency Translation

Foreign currency accounts are translated into US dollars as follows:

At the transaction date, each asset, liability, revenue and expense is translated into US dollars by the use of the exchange rate in effect at that date. At the year end date, monetary assets and liabilities are translated into US dollars by using the exchange rate in effect at that date. The resulting foreign exchange gains and losses are included in income in the current period.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

2. Related Party Transactions

At the end of the year, the amounts due to related entities are as follows:

	2021	2020
Due from Launchlife USA, Inc.	**$ (64,241)**	$ (45,581)

The Company is a subsidiary of LaunchLife USA, Inc. The balance owing is non-interest bearing and payments have been waived for twelve months. .

3. Member Capital

	2021	2020
Member contributions	**$ 100**	$ 100

4. Franchise

At year end, the number of independently owned franchises open was 2 (2020 - 4 franchises). Two franchises were closed during the year (2020 - 2 franchisees).

5. Change in Accounting Policy

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2014-09 Revenue from Contracts with Customers (Topic 606), which supersedes all existing revenue recognition requirements, including most industry-specific guidance. Together with subsequent amendments, this created Accounting Standard Codification Topic 606 ("ASC 606"). ASC 606 requires an entity to recognize revenue when it transfers goods and services to customers in an amount that reflects the consideration that the entity expects to receive for those goods or services. ASC 606 also expands disclosure requirements.

The Company has chosen a full retrospective adoption of the standard, meaning the standard is applied to all of the periods presented. The adoption has resulted in no adjustment to prior year amounts presented.

6. Impact of COVID-19

The impact of COVID-19 in the United States of America and on the global economy is on-going, resulting in worldwide emergency measures to combat the spread of the virus. These measures have included self-quarantine periods and the shutdown of businesses resulting in an economic slowdown. While the Company continues to remain open subsequent to year-end, it is not possible to reliably estimate the length or effect of these developments, including the impact on the financial results of the company in future period.

School is Easy

TUTORING

EXHIBIT E

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

We intend to register this as a "franchise" in some or all of the following states if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of the Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll-Free: (866) 275-2677	**NEW YORK** New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7622	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA Commissioner of the Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll-Free: (866) 275-2677	**NEW YORK** New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of the Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Consumer Protection Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7622	**WASHINGTON** Director of the Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

School is Easy

TUTORING

EXHIBIT F

STATE ADDENDA

CALIFORNIA STATE ADDENDUM DISCLOSURES:

1. Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business.

2. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the franchise disclosure document.

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

4. California Business and Professions Code 20000 through 20043 provides rights to the franchise concerning termination, transfer, or nonrenewal of a franchise. If the franchise agreement{if: and area development agreement contain a provision that is inconsistent with the law, the law will control.

5. The franchise agreement and area development agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).

6. The franchise agreement and area development agreement contain a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

7. The franchise agreement and area development agreement contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

8. 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 and area development agreement require restricting venue to a forum outside the State of California.

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

10. You must sign a general release if you renew or 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).

11. "The financial performance representations does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information."

12. Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the contents of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

EXHIBIT G

GENERAL RELEASE

GENERAL RELEASE

THIS GENERAL RELEASE ("Release") is executed on _____ by _____ ("Franchisee") and/or _____ ("Guarantors") as a condition of (1) the transfer of the School is Easy Tutoring Agreement dated _____ between School Is Easy California ·Group, Inc. ("School is Easy") and Franchisee ("Franchise Agreement"),; or (2) the execution of a renewal Franchise Agreement by Franchisee and School is Easy.

1. Release by Franchisee and Guarantors. If Franchisee is an entity, Franchisee (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities) and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) or, if Franchisee is an individual, Franchisee (on behalf of himself/herself and his/her heirs, representatives, successors and assigns) (collectively, "Releasors") freely and without any influence forever release School is Easy, SCHOOL IS EASY USA, LLC, its respective parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities (collectively, "Releasees"), with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "Claims"), which any Releasor ever owned or held, now owns or holds or may in the future own or hold, including, without limitation, claims arising under federal, state (including but not limited to the California Franchise Relations Act) and local laws, rules and ordinances and claims arising out of, or relating to, the Franchise Agreement and all other agreements between any Releasor and any Release arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law.

2. Risk of Changed Facts. Franchisee and Guarantors understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Franchisee and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. No Prior Assignment. Franchisee and Guarantors represent and warrant that the Releasors are the sole owners of all Claims and rights released herein and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1.

4. Covenant Not to Sue. Franchisee and Guarantors (on behalf of Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

5. Complete Defense. Franchisee and Guarantors: **(a)** acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and **(b)** consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. Successors and Assigns. This Release will inure to the benefit of and bind the successors, assigns, heirs and personal representatives of School is Easy and each Releasor.

7. Third Party Beneficiary. School is Easy and its parent, affiliates and subsidiaries shall be third party beneficiaries under this Release.

8. Representation by Counsel. Franchisee and Guarantors acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which

preceded the execution of this Release, and that they have executed this Release with the consent and upon the advice of said independent counsel.

9. Enforcement. This Release and all claims relating to this Release shall be governed by and construed under the law of Delaware. Franchisee and Guarantors shall file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where School is Easy's principal offices are located. School is Easy may file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where its principal offices are located, where Franchisee resides or does business, or where the claim arose.

10. Confidentiality. The terms of this Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws, court orders or regulations.

11. Construction. Any capitalized terms that are not defined in this Release shall have the meaning given them in the Franchise Agreement. The masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular to refer to and include the plural, and vice versa.

IN WITNESS WHEREOF, Franchisee and Guarantors have executed this Release as of the date shown above.

ATTEST:

By:_____
Print Name:_____
Title_____

WITNESS:

_____

Print Name: _____

FOR ENTITY:
FRANCHISEE:

By:_____
Print Name:_____
Title_____
Date:_____

GUARANTOR:

_____

Print Name:_____
Date: _____

FOR INDIVIDUAL:
FRANCHISEE:

_____
Print Name:_____
Date:_____

EXHIBIT H

LIST OF FRANCHISED UNITS, LIST OF FRANCHISE AGREEMENTS SIGNED AND BUSINESS NOT OPEN, LIST OF FORMER FRANCHISEES

School Is Easy Franchisees as of December 31, 2022

SIE California Group (Subfranchisor)

There were no SIE California Group (Subfranchisor) School Is Easy Franchisees as of December 31, 2022.

School Is Easy USA, LLC (Franchisor)

There were no School Is Easy USA (Franchisor) School Is Easy Franchisees as of December 31, 2022.

School Is Easy Franchisees that Left the System

Franchisees, who left the system during the most recently completed fiscal year or who have not communicated with the franchisor within 10 weeks of the disclosure document issuance date.

Franchisee Name	Contact Person	Street Address	City	State	Zip	Phone Number
Sarah Walters	Sarah Walters	3009 W Harbor View Ave.	Tampa	FL	33611	917-225-4104
K-12 ED, LLC	Nolly Raven Armada	Emerald Estates Drive #135	Weston	FL	33331	415-910-4089
Ebody, LLC	Yajhaira Raven	16475 Golf Course Road Apt. W4	Weston	FL	33326	202-460-1089
Himanshu Bushan	Himanshu Bushan	450 Cypress Court	Robins	IA	52328	319-535-3279

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

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATES	EFFECTIVE DATE
California	

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If School Is Easy California Group, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

[New York, Oklahoma and Rhode Island require that School Is Easy California Group, Inc. gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Iowa requires that School Is Easy California Group, Inc. gives you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan and Oregon require that School Is Easy California Group, Inc. gives you this disclosure document at least 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

If School Is Easy California Group, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed on Exhibit E.

The name, principal business address and telephone number of each franchise seller offering the franchise is: Susan Cumberland, Director at 1401 21ST Street, Suite R, Sacramento, CA 95811, California, 323-379-3279 (EASY), and:_____.

Issuance Date: July 12, 2023

Our registered agents authorized to receive service of process for us are listed in Exhibit H.
I have received a disclosure document dated July 12, 2023. This disclosure document included the following Exhibits:

A. Confidentiality Agreement
B. Franchise Agreement
C. Manual Table of Contents
D. Financial Statements
E. List of State Administrators and Agents for Service of Process
F. State Addenda
G. General Release
H. List of Franchised Units, List of Franchise Agreements signed, and Business did not Open, List of Former Franchisees

_____
Date Received

_____
Prospective Franchisee

_____
Name (please print)

Address:_____

_____

RETURN TO: School Is Easy California Group, Inc. at 1620 Fifth Avenue, Suite 900, San Diego, CA 92101

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If School Is Easy California Group, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

[New York, Oklahoma and Rhode Island require that School Is Easy California Group, Inc. gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Iowa requires that School Is Easy California Group, Inc. gives you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan and Oregon require that School Is Easy California Group, Inc. gives you this disclosure document at least 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

If School Is Easy California Group, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed on Exhibit E.

The name, principal business address and telephone number of each franchise seller offering the franchise is: Susan Cumberland, Director at 1401 21ST Street, Suite R, Sacramento, CA 95811, California, 323-379-3279 (EASY), and:_____.

Issuance Date: July 12, 2023

Our registered agents authorized to receive service of process for us are listed in Exhibit E.
I have received a disclosure document dated July 12, 2023. This disclosure document included the following Exhibits:

A.
Confidentiality Agreement
B. Franchise Agreement
C. Manual Table of Contents
D. Financial Statements
E. List of State Administrators and Agents for Service of Process
F. State Addenda
G. General Release
H. List of Franchised Units, List of Franchise Agreements signed, and Business did not Open, List of Former Franchisees

_____ _____
Date Received Prospective Franchisee

_____
Name (please print)

Address:_____

_____

_____

Please sign this copy of the receipt, date your signature and retain the signed Receipt for your records