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

To simplify the language in this Franchise Disclosure Document, “Skill Samurai,” “we,” “us,” and “our” means Skill Samurai Inc, the franchisor. “You,” “your,” and “Franchisee” means the person, and its owners if the Franchisee is a business entity, who buys the franchise from us.

The Franchisor

Skill Samurai, Inc. is a Florida corporation formed on March 20, 2019. We operate under the name Skill Samurai and no other names. Our principal business address is 2423 SW 147th Ave., #2006, Miami, FL 33185. We offer franchises (“Skill Samurai Business(es)” or “Business(es)”) for Skill Samurai and have done so since our formation. We do not conduct business under any other name or in any other line of business and we do not and have not offered franchises in any other line of business. We have offered the franchise opportunity described in this document since our inception on March 20, 2019. In August 2020 we changed our DBA (Doing Business As) name from Level UP Learning to Skill Samurai. In September 2021 we updated our legal name in Florida from Level UP Learning Inc. to Skill Samurai, Inc.

We do not have any predecessors or parent companies.

We have one affiliate, Skill Samurai Canada, Inc., a Canadian corporation, located at 230 Diligente Drive, Riverview NB, EIB 1N5 (“SSC”), that offers franchises by the same name in Canada. SSC was formed in May 2015 and has operated a business of the same type being franchised since its formation. SSC has been offering franchises in Canada since August 2018. SSC previously conducted business and operated franchises under the name Level UP Learning Centers. SSC offers a subfranchise opportunity in Canada. Besides the subfranchise offering, SSC does not operate any other line of business or offer franchises in any other line of business.

SSC has sold franchises currently operating in Australia, Canada, Chile, and Singapore. SSC has one subfranchisor who has entered an agreement with for the right to sell up to thirty franchises in the province of Ontario, Canada. The subfranchisor, 695279 Ontario corporation, is located at 511 Maple Grove Drive Unit 28, Oakville, Ontario L6J 4W3, and is a Canadian corporation.

Our agent for service of process in Florida is Agents and Corporations, Inc., located at 539 Fifth Avenue South, Suite 330, Naples, FL 34102. Our agents for service of process for other states are identified by state in Exhibit E. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

as a franchisee under a Franchise Agreement.

Market and Competition

The primary market for the products and services offered by Skill Samurai Businesses is the general public. The products and services offered by Skill Samurai Businesses are not seasonal, although summer programs for Skill Samurai are popular. The coding instruction market, as a whole, is well-developed and in some markets, can be competitive. You may have to compete with numerous other independent and chain-affiliated businesses, some of which may be franchised. Many business franchise systems, in particular, may have already established national and international brand recognition.~~You will also face normal business risks that could have an adverse effect on your Skill Samurai Business. These risks include industry and educational developments, such as pricing policies of competitors, consumer tastes, and supply and demand.~~

Industry-Specific Laws

Many states and local jurisdictions have enacted laws, rules, regulations, and ordinances that may apply to the operation of your Skill Samurai Business. In all cases, you must also comply with laws that apply generally to all businesses. In most cases, you must conduct a criminal background check on all instructors as prescribed by state and local law. A negative Tuberculosis (TB) test may also be required. Additionally, fingerprints by the FBI & DOJ may also be required. You should investigate these laws and consult with a legal advisor about whether these and/or other requirements apply to your franchise.

Any person who drives the vehicle used in the operation of the Skill Samurai Business must have a valid driver's license and each of your vehicles must be properly licensed. The requirements for these licenses may vary, depending on your location.

Also, you must comply with all laws, rules and regulations governing the operation of the Skill Samurai Business and obtain all permits and licenses necessary to operate the Skill Samurai Business. Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Skill Samurai Business, including those that: (a) require a permit, certificate or other license; (b) establish general standards, specifications and requirements for the construction, design and maintenance of your business site and premises; (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements, restrictions on smoking and exposure to tobacco smoke or other carcinogens, availability of and requirements for public accommodations, including restroom facilities and public access; (d) set standards pertaining to employee health and safety; (e) set standards and requirements for fire safety and general emergency preparedness; and (f) regulate the proper use, storage and disposal of waste or other hazardous materials.

to you and your Skill Samurai franchise, despite any advice or information that we may give you. You should consult with a legal advisor about whether these and/or other requirements apply to your Skill Samurai Business. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2 BUSINESS EXPERIENCE

Jeff Hughes - CEO

Jeff Hughes has served as the CEO of Skill Samurai Inc. since its incorporation in March 2019 in Riverview New Brunswick, Canada. March 2015-present, Mr. Hughes has served as the CEO of Skill Samurai Canada, Inc., located in Riverview New Brunswick, Canada, and continues in these capacities as of the date of this Disclosure Document.

Jamie Buttigieg - CMO

Jamie Buttigieg has served as the CMO for Skill Samurai Inc. from October 2020 to present in Sydney, New South Wales, Australia. Mr. Buttigieg served as the agency director for Results and Co. from Jan. 2017 to Jan. 2021 in Sydney, New South Wales, Australia. Prior to that he served as the National Sales and Operations Manager of Thorn Group Limited~~-~~, located in Sydney, New South Wales, Australia, from Jan. 2012 to Jan. 2017.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

The “Initial Franchise Fee” for a single Skill Samurai Business is $49,000. The Initial Franchise Fee is payment for the pre-opening assistance that we provide to you to allow you to open your Skill Samurai Business and also offsets some of our franchisee recruitment expenses. The Initial Franchise Fee is uniform and payable when you sign your Franchise Agreement unless the state you are franchising in does not allow us to collect such fees until you are operational. In all cases, the Initial Franchise Fee is nonrefundable.

Development Program

In addition to the full Initial Franchise Fee for the first Skill Samurai Business to be developed, area developers must pay a development fee ("Development Fee") as described in the table below:

Territories You Agree to Develop	Franchise Fee for the Territory	Total Fee Paid At Signing
1	$49,000	$49,000
2	$40,000	$89,000
3	$35,000	$124,000
4+	$30,000 each additional	$154,000+

If you enter into an Area Development Agreement, you must execute our current form of Franchise Agreement for the first Skill Samurai Business we grant you the right to open within your Development Area concurrently with the Development Agreement. You will be required to pay the complete Development Fee for the number of Skill Samurai Businesses you agree to open upon signing the Franchise Agreement and Development Agreement. For example, if you commit to develop three Skill Samurai Business under a Development Agreement, you will pay us
$124,000 at the time you sign the agreements. The Development Fee is uniformly calculated, payable when you sign your Area Development Agreement and is non-refundable under any circumstances, even if you fail to open any Skill Samurai Businesses.

We may permit you to purchase additional territory in contiguous areas for each Skill Samurai Business at a rate of thirty-three cents ($.33) per individual. Additional territory purchases will be evaluated on a case-by-case basis. The number of individuals in your territory is generally determined from estimates prepared by the U.S. Census Bureau and other reporting agencies. We may use a substitute or successor source of population information and the source and date of the information we use is determined solely by us. Your Territory will typically be defined by counties but in densely populated urban areas it may be defined differently. See Item 12 for additional information regarding your territory.

To the extent required by state franchise administrators, it may be required that we defer the Initial Franchise Fee until our initial obligations are met. See the State Specific Addenda attached as Exhibit H to this Disclosure Document. We currently defer the Initial Franchise Fee until our initial obligations are met in Illinois, Maryland, Minnesota, and Washington. In addition, all development fees and initial payments by Area Developers shall be deferred until the first franchise under the development agreement opens.

~~1.1~~our Initial Training Program must complete it to our satisfaction, in our sole discretion. You may not employ a person that does not complete this Initial Training Program to our satisfaction (Franchise Agreement – Section 6.1).

~~1.2~~

1.2 Loan to you, or make available to you online, one copy of the Operations Manual. The Operations Manual contains approximately 200 pages. The table of contents for the Operations Manual is attached to this Disclosure Document as Exhibit G (Franchise Agreement – Section 7.2).

1.3 If you choose the Brick-and-Mortar Model Skill Samurai Business we will provide approval of the site for your Business, which must be located in a real property space. As of the issuance date of this Disclosure Document, these basic requirements consisted of requiring that the location: (i) be in your territory; and (ii) complies with any applicable rules or laws applicable to Skill Samurai related business activity. You must secure location within twelve (12) months after signing the Franchise Agreement. If you are unable to find a location, we approve we have the right to terminate the Franchise Agreement with a five (5) day written notice (Franchise Agreement – Section 8.1 and 22.2). If you sign a Development Agreement we will provide approval for each site within your Development Area using our then current standards for site approval.

1.4 Provide you with mandatory and discretionary specifications for the Skill Samurai Business, including standards and suggested criteria for design, image, and branding of the location if you choose the Brick-and-Mortar Model Skill Samurai Business and other trade dress (Franchise Agreement – Section 8.3, 8.5, 13.2 and 13.7).

1.5 ~~Identify~~ Provide assistance to you by identifying operating assets (including equipment, signs, fixtures, and opening inventory), computer systems, and other products and supplies that you must use to develop and operate your Skill Samurai Business; establish minimum standards and specifications that you must satisfy while operating your Skill Samurai Business; and identify the designated and approved suppliers from whom you may be required to purchase and/or lease items for your Skill Samurai Business (Franchise Agreement – Section 13.3, 13.4, 13.5 and 13.6).

1.6 Provide you with materials and consultation in connection with the grand opening marketing for your Skill Samurai Business (Franchise Agreement – 12.5b).

1.7 Provide the initial inventory (Franchise Agreement – Section 7.6 and 7.7).

Schedule for Opening

The typical length of time between signing the Franchise Agreement, or the payment of any fees, and the opening of a Brick-and-Mortar Model Skill Samurai Business can vary from two to twelve months. Some factors which may affect this timing, are your ability to secure any equipment, or new techniques (Franchise Agreement – Section 13).

- Make periodic visits to your Skill Samurai Business for the purpose of assisting in all aspects of the operation and management of the Business, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Skill Samurai Business, and detailing any problems in the operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then current training charges (Franchise Agreement – Section 6).

- Hold periodic national or regional conferences to discuss business and operational issues affecting Skill Samurai franchisees.

Advertising

Brand Development Fund

We reserve the right to create a Brand Development Fund for marketing the System, the Marks, and Skill Samurai locations. If established, you must pay up to five percent (5%) of your Gross Sales for the Brand Development Fund ("Brand Development Fund Contribution"). Your contribution to the Brand Development Fund will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Brand Development Fund, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Skill Samurai locations owned by us will contribute to the Brand Development Fund on the same basis as franchisees.

The Brand Development Fund will be administered by us or our affiliates or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The Brand Development Fund will be in a separate bank account, commercial account, or savings account.

We have complete discretion on how the Brand Development Fund will be utilized. We may use the Brand Development Fund for local, regional, or national marketing; advertising; sales promotion and promotional materials; public and consumer relations; website development and search engine optimization; the development of technology for the System; and any other purpose to promote the Marks. We may use any media for disseminating Brand Development Fund advertisements, including direct mail, print ads, the Internet, radio, billboards, and television. We may reimburse ourselves, our authorized representatives; or our affiliates from the Brand Development Fund for administrative costs; independent audits; reasonable accounting, bookkeeping, reporting and legal expenses; taxes; and all other direct or indirect expenses associated with the programs funded by the Brand Development Fund. We do not guarantee that advertising expenditures from the Brand Development Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any

		term. This new franchise agreement may have different terms and conditions (including, e.g., higher Royalty and advertising contributions) from the franchise agreement that covered your initial term. You must notify us in writing of your desire to enter into a Successor Agreement not less than 120 days nor more than 180 days before the expiration of the Term. In order to renew you must not be in default under this Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or the time you sign the Successor Agreement. You must complete any required refresher training program, if we require, remodel your Franchise, and purchase new equipment to comply with our then current standards and specifications. You must pay us a renewal fee upon execution of the successor Franchise Agreement.
d. Termination by franchisee	Section 14.3	You may terminate the Franchise Agreement if you are in compliance with it and we are in material breach, and we fail to cure that breach within 30 days of receiving written notice. Subject to applicable state law
e. Termination by franchisor without "cause"	Not Applicable	Not Applicable.
f. Termination by franchisor with "cause"	Sections 12, 14, and 15	We can terminate upon certain violations of the Franchise Agreement by you.
g. Curable defaults	Section 14	If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Operations Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of default, except for the defaults that require cure in a shorter time and non-curable defaults. If a default arises from your failure to maintain insurance, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of receiving our notice of your failure to maintain insurance. If a default arises from your failure to make payments due to us, you can avoid termination of the Franchise Agreement if you cure the default within 5 days of receiving our notice of default. If we terminate the Franchise Agreement following a default, your interest in

Provision	Section in Development Agreement	Summary
a. Length of the franchise term	Section 5	The term expires upon the deadline to develop the Skill Samurai Businesses specified in the Development Schedule or upon the development of all Skill Samurai Businesses.
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	~~Not Applicable~~Section 6	~~Not Applicable~~Franchisor fails to perform its duties and under any grounds permitted by law.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 6.1 (a), (b), and (c)	An event of default listed under (a), (b) or (c).
g. "Cause" defined – curable defaults	Not Applicable	Not Applicable
h. "Cause" defined - non-curable defaults	Section 6.1	You fail to have open and operating, the minimum number of Skill Samurai Businesses specified in the Development Schedule by any Opening Deadline specified in the Development Schedule; any Franchise Agreement is terminated a result of default; or you breach or otherwise fail to comply fully with any other provision of the Development Agreement.
i. Franchisee's obligations on termination/non-renewal	Section 6.2	You will lose the right to continue to develop Skill Samurai Businesses in your Development Area. Termination of the Development Agreement will not automatically terminate effective Franchise Agreements.
j. Assignment of contract by franchisor	Section 7	Fully assignable and transferrable by us.
k. "Transfer" by franchisee - defined	Section 7	Includes transfer of the Development Agreement, any interest in the Development Agreement, or, if you are a business entity, any interest in the entity.
l. Franchisor approval of transfer by franchisee	Section 7	We have the right to approve or not approve all transfers in our sole discretion.
m. Conditions for franchisor approval of transfer	Section 7	We have sole discretion in setting conditions for our approval of a transfer.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 7	We have the first right of refusal on all transfer, exercisable withing 30 days of receiving an executed copy of the contract of transfer.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	We have the right approve or disapprove any transfer in our sole discretion.
q. Non-competition	Section 8	The non-competition covenants in your Franchise

(d) executing a general release, in a form we prescribe, of any and all claims against us, our Area Representatives, our affiliates, and our and their past, present, and future officers, directors, shareholders, and employees arising out of, or relating to, your Business;

(e) completing, and having your Operating Principal and Key Manager complete, all of our then-current training requirements, including any additional training that we may require;

(f) securing the right from your landlord to continue operating at the Site for the remainder of such Successor Term;

(g) substantially and timely complying with each provision of this Agreement or any other agreement with us, our affiliates, or your landlord throughout the Initial Term and having no Event of Default (as defined in Section 14.1 (Events of Default)), or event which with the giving of notice and/or passage of time would constitute an Event of Default, in existence as of the expiration of the Initial Term; and

(h) paying to us the Successor Fee (as defined in Section 3.6 (Successor Fee)).

Section 3 Fees.

3.1 Franchise Fee. You must pay us an initial franchise fee as set forth on Attachment A (the "Franchise Fee") upon execution of this Agreement. The initial Franchise Fee is paid in consideration of the rights granted in Section 1 (Rights Granted) and will be deemed fully earned at the time paid. You acknowledge that we have no obligation to refund the Franchise Fee, in whole or in part, for any reason. Based upon Franchisor's financial condition, the state examiners in Illinois, Maryland~~ Securities Commissioner has ~~, Minnesota, and Washington have required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until ~~the franchisor ~~Franchisor completes its pre-opening obligations under ~~the franchise agreement~~this Agreement.

3.2 Royalty Fee.

(a) Amount of Royalty Fee. You must pay us a monthly royalty fee (the "Royalty Fee") equal to the greater of (i) 7% of your Gross Sales (as defined in Section 3.2(b)) for the previous month or (ii) the Minimum Royalty. The "Minimum Royalty" is based on your months in operation as set forth in the table below. The Royalty Fee is non-refundable and is paid in consideration of the ongoing right to use the Marks and the System in accordance with this Agreement and not in exchange for services rendered by us.

Minimum Royalty	
Months in Operation	**Minimum Monthly Royalty**
7-12	$500
13-24	$750
25-36	$1,000
37-48	$1,250
49+	$1,500

(b) Gross Sales. "Gross Sales" means the total selling price of all revenue and income from the sale of all Skill Samurai products and services and other related charges to your customers, whether or not sold or performed at or from your Skill Samurai Business, and whether received in cash, check, credit card, coupon, in services in kind, from barter and/or exchange, on credit (whether or not payment is received) or otherwise. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the

ATTACHMENT D
TO THE
FRANCHISE AGREEMENT

SKILL SAMURAI, INC.

LEASE RIDER

THIS LEASE RIDER is entered into this_____day of_________________, 20_____by and between Skill Samurai, Inc. ("Company"), ___________________________ ("Franchisee"), and ___________________________ ("Landlord").

WHEREAS, Company and Franchisee are parties to a Franchise Agreement dated _____________________, 20_____(the "Franchise Agreement"); and

WHEREAS, the Franchise Agreement provides that Franchisee will operate a Skill Samurai® Business ("Business") at a location that Franchisee selects and Company accepts; and

WHEREAS, Franchisee and Landlord propose to enter into the lease to which this Rider is attached (the "Lease"), pursuant to which Franchisee will occupy premises located at __________________
____
____
(the "Premises") for the purpose of constructing and operating the Business in accordance with the Franchise Agreement; and

WHEREAS, the Franchise Agreement provides that, as a condition to Company's authorizing Franchisee to enter into the Lease, the parties must execute this Lease Rider;

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth in this Rider and in the Franchise Agreement, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. During the term of the Franchise Agreement, Franchisee will be permitted to use the Premises for the operation of the Business and for no other purpose.

2. Subject to applicable zoning laws and deed restrictions and to prevailing community standards of decency, Landlord consents to Franchisee's installation and use of such trademarks, service marks, signs, decor items, color schemes, and related components of the Skill Samurai® system as Company may from time to time prescribe for the Business.

3. Landlord agrees to furnish Company with copies of all letters and notices it sends to Franchisee pertaining to the Lease and the Premises, at the same time it sends such letters and notices to Franchisee. Notice shall be sent to Company by the method(s) as stated in the lease to:

   Skill Samurai, Inc.
   ATTN: Corporate Counsel
   2423 SW 147th Ave., Suite #2006
   Miami, FL 33185
   ~~Tel: 1-506-899-3788~~
   Tel: 1-tel:(773) 231-8057506-899-3788
   Email: admin@skillsamurai.com

4. Company will have the right, without being guilty of trespass or any other crime or tort, to enter the Premises at any time or from time to time (i) to make any modification or alteration

10.	Yes	No	Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Skill Samurai Business that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
11.	Yes	No	Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
12.	Yes	No	Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Skill Samurai Business will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
13.	Yes	No	Do you understand that the Franchise Agreement, including each attachment or exhibit to the Franchise Agreement, contains the entire agreement between us and you concerning Skill Samurai Business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments or exhibits to the Franchise Agreement will not be binding?
14.	Yes	No	Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

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

FOR MARYLAND FRANCHISEES: ALL REPRESENTATIONS REQUIRING PROSPECTIVE FRANCHISEES TO ASSENT TO A RELEASE, ESTOPPEL, OR WAIVER OF LIABILITY ARE NOT INTENDED TO NOR SHALL THEY ACT AS A RELEASE, ESTOPPEL, OR WAIVER OF ANY LIABILITY INCURRED UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

FOR WASHINGTON FRANCHISEES: THIS QUESTIONNAIRE DOES NOT WAIVE ANY LIABILITY THE FRANCHISOR MAY HAVE UNDER THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT, RCW 19.100, AND THE RULES ADOPTED

THEREUNDER.

PLEASE EXPLAIN ANY NEGATIVE RESPONSES ON THE BACK OF THIS PAGE (REFER TO QUESTION NUMBER):

FRANCHISE APPLICANT(S):

By:	By:
Date:	Date:

franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

~~11. We defer all Initial Fees, and any payments from you to us, until our initial, pre-opening obligations of the Franchise Agreement are met, and your franchise is in operation.~~

10. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

11. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

12. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or stutaory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, borker, or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

13. ~~13.~~Each owner of the franchise is required to execute a personal guaranty. Doing so could jeopardize the marital assets of non-owner spouses domiciled in community property states such as California.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

Illinois law governs the Disclosure Document and Franchise Agreement(s).

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

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

Based upon Franchisor's financial condition, the Illinois Office of the Attorney General has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until Franchisor completes its pre-opening obligations under this Agreement.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document, Franchise Agreement or Area Development Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

Item 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. No release language in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Any general release required as a condition of renewal, sale and/or assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the franchise.

3. The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

4. Based upon Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until Franchisor completes its pre-opening obligations under this Agreement.

INFORMATION REQUIRED BY THE STATE OF MINNESOTA

Notwithstanding anything to the contrary set forth in the Disclosure Document, the Franchise Agreement, or the Area Development Agreement, the following provisions will supersede and apply:

1. We will protect your right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the same.

2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

3. No release language set forth in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

4. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement or Area Development Agreement.

5. Under the terms of the Franchise Agreement and Area Development Agreement, as modified by the Minnesota Addendum to the Franchise Agreement, you agree that if you engage in any non-compliance with the terms of the Franchise Agreement or unauthorized or improper use of the System Marks, or Proprietary Materials during or after the period of the Agreements, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.

Based upon Franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until Franchisor completes its pre-opening obligations under this Agreement.

~~INFORMATION REQUIRED BY THE STATE OF WASHINGTON~~

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT, AND RELATED AGREEMENTS

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because Franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require consummating, evidence, or confirm the Release contained herein in the matter contemplated hereby.

For Releasors in Washington: This General Release is not applicable to claims arising under the Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220(2).

IN WITNESS WHEREOF, Releasor has executed this Release as of the date written below.

RELEASOR:

By: **[SIGNATURE]**

Name: **[PRINTED NAME]**

Title: **[TITLE]**

FRANCHISOR:

SKILL SAMURAI, INC.

By: **[SIGNATURE]**

Name: **[PRINTED NAME]**

Title: **[TITLE]**

EXHIBIT J

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	~~Pending~~July 22, 2022
Indiana	Pending
Maryland	Pending
Michigan	June 2, 2022
Minnesota	~~Pending~~July 1, 2022
New York	Pending
North Dakota	~~Not Requested~~
Rhode Island	~~Not Requested~~
South Dakota	~~Not Requested~~
Virginia	~~July 13~~June 16, 2022
Washington	Pending
Wisconsin	~~Not Requested~~