FRANCHISE DISCLOSURE DOCUMENT

TEAMS OF TOMORROW FRANCHISE CORPORATION

A Louisiana Corporation
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West Monroe, LA, 71291
318-547-6505
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You will operate a business that provides ball handling and dribbling skills training along with academic reinforcement to preschool age children using the trademark "Teams of Tomorrow" or "TOT".

The total investment necessary to begin the operation of a Teams of Tomorrow franchise ranges from $22,550 - $29,460. This includes $20,350 - $24,350 that must be paid to the franchisor or affiliate.

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 the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Don't 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 accountant.

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

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

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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 G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Teams of Tomorrow business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Teams of Tomorrow franchisee?	Item 20 or Exhibit G 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 A.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by mediation, arbitration and litigation only in Louisiana. Out-of-state mediation, arbitration and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and litigate with us in Louisiana than in your own state.

2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for your financial obligations under the franchise agreement, even though your spouse has no ownership interest in the business. This guarantee will place both you and your spouse's personal and marital assets, perhaps including your house, at risk if your franchise fails.

3. **Minimum Performance.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

TEAMS OF TOMORROW FRANCHISE CORPORATION
Franchise Disclosure Document

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

To simplify the language in this disclosure document, the terms "Franchisor", or "we", "us", or "TOT", means Teams of Tomorrow Franchise Corporation, the Franchisor. The terms "we", "us" and "Franchisor" do not include you, the "Franchisee". We refer to the purchaser(s) of a Teams of Tomorrow franchise, as "you" or "Franchisee", whether an individual, a partnership, corporation, or limited liability company. If you are a corporation, partnership or other entity, our Franchise Agreement also will apply to your owners, officers and directors. If you are married and your spouse is not a partner in the franchise business, certain provisions of our Franchise Agreement will also apply to that spouse.

We were formed as a Corporation in the State of Louisiana on December 12, 2011. Our principal business address is 212 Crosley Street, West Monroe, Louisiana 71291. We do business using our trade names, "Teams of Tomorrow" or "TOT", and its associated design (the "Marks"). We offer franchises which operate under the "Teams of Tomorrow" or "TOT" Marks only. We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We began offering franchises in April 2007. We have no other business activities.

The identities and principal business addresses of our agents for service of process are Kelly Thomas at 2605 N. 10th Street, West Monroe, Louisiana 71291, and the state agency addresses shown on Exhibit A.

Our Parents, Predecessors and Affiliates

We have no parent company or predecessor.

We have no affiliates that either (i) offers franchises in any line of business or (ii) provides products or services to our franchisees.

We have an affiliated company, L&R Hayes, LLC, a Texas limited liability company formed on _March 11, 2014, with a principal business address of 149 Raton Pass, Holly Lake Ranch, TX, 75765. L&R Hayes, LLC has not offered franchises in this or any other line of business previously. Our affiliate has operated Teams of Tomorrow outlets similar to the franchise offered by this disclosure document since 2014.

The Franchise Offered:

We grant franchises for the right to operate a Teams of Tomorrow business that provides ball handling and dribbling skills training along with academic reinforcement to preschool age children. You will provide these programs on-site at schools and community and recreational facilities. You will provide program services to students under the "Teams of Tomorrow" or "TOT" trademarks, using our operating procedures and standards in a designated territory (the "Franchised Business"). The distinguishing characteristics of the Franchised Business include, but are not limited to, distinctive basketballs, music, posters, handouts, signs, color schemes, curricula, standards and specifications for products, inventory, and supplies; uniform standards, hours of operation, specification, and procedures for operations; procedures for management and quality control; marketing, advertising, and accounting systems; training and assistance (the "System").

Market and Competition:

The market for your Franchised Business consists of parents and guardians of pre-school aged children who seek academic and sports-based enrichment programs for their children. Clients primarily come from the market segment of working parents. The market is well-developed. The majority of your sales will occur when school is in session; however, you may offer programs during the summer months. You will compete with other after-school care, tutoring, extra-curricular, and/or enrichment programs that offer products and services similar to those offered by your Franchised Business, either on or off school sites.

Industry Specific Regulations:

State and local laws in the territory where your Franchised Business operates may require mandatory background checks and/or certifications of all individuals who provide instructional services to children. You may be required to pay a fee to the state and/or local agencies responsible for enforcing these requirements. Your host schools may also require background checks and/or other information about you and your employees.

You must comply with all local, state and federal laws and regulations that apply to the operation of your Franchised Business, including, among others, business operations, insurance, discrimination, and employment laws. Your advertising of the Franchised Business is regulated by the Federal Trade Commission. There may be federal, state and local laws which affect your Franchised Business in addition to those listed here.

ITEM 2: BUSINESS EXPERIENCE

Rachel Hayes – President

Rachel Hayes has served as President of Teams of Tomorrow Franchise Corporation since June 2025. In June 2025, Ms. Hayes and Lance Hayes acquired the Teams of Tomorrow Franchise Corporation. Since 2014, Ms. Hayes has owned and operated franchises within the Teams of Tomorrow system and continues to operate those outlets.

Lance Hayes – CEO

Lance Hayes has served as Chief Executive Officer of Teams of Tomorrow Franchise Corporation since June 2025. In June 2025, Mr. Hayes and Rachel Hayes acquired Teams of Tomorrow Franchise Corporation. Since 2014, Mr. Hayes has owned and operated franchises within the Teams of Tomorrow system and continues to operate those outlets.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Initial Franchise Fee

We will charge you an initial franchise fee ("Initial Franchise Fee") when you sign the Franchise Agreement, which is included in this Disclosure Document in Exhibit B. The Initial Franchise is based on the population of your Territory. The Initial Franchise Fee for a Territory with a population between 120,001 and 250,000 individuals is $18,000. The Initial Franchise Fee for a Territory with a population under 120,000 individuals is $14,000. The Initial Franchise Fee is fully earned by us and due in lump sum when you sign the Franchise Agreement, except to the extent we provide financing under Item 10, in which case payment will be made in accordance with the terms of that financing.

If you would like to purchase a Territory larger than 250,000 individuals, you must pay an additional fee of $2,520 per every 25,000 individuals over 200,000. If your Territory is larger than 250,000, you will be required to meet proportionally higher enrollment quota.

The Initial Franchise Fee is not refundable under any circumstance.

From time to time, we may offer special incentive programs as part of our franchise development activities. We reserve the right to offer, modify, or withdraw any incentive program without providing notice to you.

Other Pre-Opening Fees

You are also required to make the following purchases from us prior to opening the Franchised Business:

Expenditure	Amount (estimates)	Method of Payment	When Due
Initial Startup Supplies[1]	$4,000	Lump Sum	Upon signing of the franchise agreement
Initial Marketing Materials[2]	$1,500	Lump Sum	Upon signing of the franchise agreement
Training[3]	$350	Lump Sum	Upon signing of the franchise agreement
TOT Coaching[4]	$500	Lump Sum	Upon signing of the franchise agreement

[1] This figure calculates the expense it will take to purchase the initial equipment, supplies, inventory you will need before you conduct your first class.

[2] This figure calculates the expense to purchase the initial marketing materials.

[3] We charge $350.00 for the initial training for the first attendee, and $100.00 for each additional attendee, for up to (2) additional attendees. This estimate is for one attendee because most franchisees have only one attendee attend the initial training. In addition to the cost of training shown above you should also plan for the cost of transportation, food and living expenses during your training.

[4] We charge a mandatory coaching for our first-year coaching and operational support program. The program includes monthly virtual coaching and training sessions, operational guidance, and ongoing support designed to guide franchisees step-by-step through their first full year of operating the Franchised Business.

Besides the Initial Franchise Fee, all other initial fees paid to us and/or purchases made from us are deemed to be fully earned upon payment. All such initial fees or purchases are non-refundable.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	8% of Gross Revenue or the minimum monthly royalty described in footnote 1, whichever is greater	On the 15th of each month	Payable to us via ACH or other means designated by us. See footnote 1.

Type of Fee	Amount	Due Date	Remarks
Brand Fund Contribution	0.5% of Gross Revenue, subject to increase up to 1%	On the 15th of each month	Payable to us. See footnote 2.
System Technology Fee	$117, subject to increase up 8% per year cumulatively	On the 15th of each month	Payable to us for use of new or improved technology for the benefit of the System and the Franchised Business, including but not limited to, assigned phone numbers and email addresses, a franchise portal, benchmarking platform or other operations or communications systems.
Required Minimum Expenditure for Local Marketing	$150 per year	As incurred.	Payable to third parties and/or us. All advertising must be pre-approved by us. See footnote 3.
Successor Term Fee	10% of then-current Franchise Fee	Before signing successor agreement	Payable to us. See Item 17.
Transfer Fee	25% of the then-current initial franchise fee; however, for transfers (i) to an existing Teams of Tomorrow franchisee, the transfer fee is 15% of the then-current initial franchise fee; (ii) to add a business entity or new shareholder or member of the Franchisee entity and such transfer does not change management control of the Franchise, the transfer fee is $2,000.00, and (iii) to a spouse, parent or child upon death or permanent disability of Franchisee or Franchise's Principal, as the case may be, the transfer fee is $2,000.00	On or before the execution of the assignment or new franchise agreement	Payable to us. See Item 17.

Type of Fee	Amount	Due Date	Remarks
Relocation Fee	$1,000	As incurred	This fee is due if we approve your request to relocate your TOT Franchised Business.
Late Charge	$150	As incurred	If the Royalty Fee, Brand Fund Contribution, any other fee due and payable to us, or any Gross Revenue Report is not received by us as required by the Franchise Agreement, you shall pay to us, in addition to the overdue amount, a late fee.
Interest Charge	18% of overdue amount or the maximum permitted by law, whichever is lower	As incurred	Any and all amounts that shall become due and owing from you to us under the terms shall bear interest from the date due until paid.
Insufficient Funds Fee	$50 per occurrence	As incurred	In the event any of your checks are returned, or an electronic funds transfer from your bank account is denied, for insufficient funds, you shall pay us, in addition to the amount due, an insufficient funds fee.
Additional Training - Courses	Up to $100 for tuition per person per course, subject to increase. You pay all travel and other related expenses incurred by all trainees.	As incurred	For mandatory training, the tuition is payable to us and is due regardless of attendance. See footnote 3.
Additional Training – Franchisee Convention or Business Meeting	Up to $250 registration fee per person, subject to increase by up to $500. You pay all travel and other related expenses incurred by all trainees.	As incurred	The registration fee is payable to us and is due regardless of attendance. See footnote 3.

Type of Fee	Amount	Due Date	Remarks
Remedial Training Fee	Then-current per diem rate for each trainer, plus travel and other expenses. Our current rate is $300 per day.	As incurred	We may impose this fee, payable to us, if you request in-person additional training, or if you are operating below our standards and we require you to have additional training. You must also pay all costs of our trainer, which include but are not limited to, airfare, transportation, hotel and meals.
Interim Management Support Fee	$25 per day plus 10% of Gross Revenue earned during the management period, and our travel expenses	As incurred.	We may impose this fee (in addition to all regularly occurring fees such as the Royalty Fee and Brand Fund Contributions), payable to us, if we provide management of your Franchised Business. See footnote 4.
Examination of Books and Records	Cost of examination plus related expenses	As incurred	We have the right under the Franchise Agreement to examine your books, records and tax returns. If an examination reveals that you have understated any Gross Revenue report by 2% or more, you must pay to us the cost of the audit and all travel and related expenses, in addition to repaying monies owed, including interest.
Operational Standard Violation Fee	Up to $100 per occurrence	As incurred	Payable to us.
Evaluation Fee of Unapproved Item or Supplier	Up to $1,500, plus the actual costs of inspection and/or testing	As incurred	Payable to us. See footnote 5.
Quality Review Services	Actual costs	As incurred	Payable to third-party providers for on-site inspections, mystery shoppers, or customer service evaluations.
Insurance Reimbursement	Amount paid by us for your insurance obligations, plus a 10% administrative fee and other actual expenses	As incurred	You must reimburse us for any insurance costs and other fees we incur due to your failure to meet the insurance obligations required by the Franchise Agreement.

Type of Fee	Amount	Due Date	Remarks
Registration Fee	Currently $40 per student per program, subject to increase up to our actual cost	At registration	Collected at registration and remitted to us for supply of program materials and supplies, including basketball, T-shirt, student literature, trophy, and prizes. We reserve the right to modify the items provided and adjust the fee from time to time to reflect the cost of such items and related program materials.
Shipping Fee	Shipping cost plus 20% of cost	As incurred	Payble to us for all items supplied by us, you will be responsible for all shipping fees plus 20% of the shipping cost.
Products / Inventory Purchases	Then-current cost of products as determined by Franchisor	As incurred	Paybable to us.
Late Return Fee (Inventory Items)	$250 per occurrence	As incurred	Payable to us. Applies if you fail to return unsold inventory items as instructed by us. Return deadlines are set forth in the Operations Manual or otherwise provided in writing by us.
Liquidated Damages – Default and Termination of Franchise	The greater of $25,000 or up to 24 months of rolling 12-month average of Royalty Fees and Brand Fund Contribution	Upon termination of the Franchise Agreement due to your default, in a lump sum	If your Franchise Agreement is terminated due to your default, you must pay us $25,000 or the average monthly Royalty Fee and Brand Fund Contribution payable by you for the 12 months prior to your default multiplied by the lesser of 24 months or the number of months remaining in the term of your Franchise Agreement.
Liquidated Damages – Breach of Confidentiality or Non-Competition Covenant	$100,000, plus our attorney's fees	As incurred	Payable to us.
Reimbursement of fees and expenses	Our costs and expenses, including but not limited to attorneys' fees, are incurred for your failure to pay amounts when due or failure to	As Incurred	Payable to us.

Type of Fee	Amount	Due Date	Remarks
	comply in any way with the Franchise Agreement.		

All fees and expenses described in this Item 6 are nonrefundable and are uniformly imposed. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us.

[1] You will pay us a monthly royalty fee equal to the greater of (i) 8% of your Gross Revenue or (ii) the following amount based on your operating month:

Month	Level 1 Population of 120,001 to 250,000	Level 2 Population of up to 120,000
0 - 12	$150	$75
13 - 24	$250	$125
25 - 36	$350	$175
37+	$450	$225

For territories with a population greater than 250,000, the applicable minimum royalty for Level 1 shall increase proportionately based on the population of the territory. The adjusted minimum royalty will be calculated by dividing the total population of the territory by 250,000 and multiplying the resulting factor by the applicable Level 1 minimum royalty for the applicable year of operation.

"Gross Revenue" includes all revenues, accounts receivable, and income from any source derived or received by you from, through, by or on account of the operation of the Franchised Business or made pursuant to the rights granted by the Franchise Agreement, including but not limited, any and all other revenues received using our methods, operations and/or trade secrets whether received in cash, in services, in kind, from barter and/or exchange, on credit or otherwise, with no exclusion for uncollected debt. Gross Revenue is calculated on a cash basis. Gross Revenue does not include (a) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (b) properly documented refunds to customers, or (c) properly documented promotional discounts. You will pay us the full amount of the Royalty Fee without deduction or application of any tax that may be assessed on the Royalty Fee. If you do not report Gross Revenue for any reporting period, then we will collect 120% of the last Royalty Fee collected and settle the balance the next period in which you report Gross Revenue. You are required to set up an authorization at your bank to allow us to electronically transfer funds from your bank account to our bank account. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds.

[2] You will pay us the full amount of the Brand Fund Contribution without deduction or application of any tax that may be assessed on Brand Fund Contributions. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds. If you do not report Gross Revenue for the required period, then we will collect 120% of the last Brand Fund Contribution collected and settle the balance the next period in which you report sales.

[3] We may offer mandatory and/or optional additional training programs from time to time. If we require it, you must attend mandatory additional training course(s) for up to 3 days per year and a national business meeting or systemwide franchisee convention for up to 3 days per year at location(s) we designate. In addition to tuition or attendance fees, you are responsible for any and all incidental expenses incurred by you and your personnel in connection with additional training or attendance at our national business meeting or systemwide franchisee convention, including, without limitation, costs of travel, lodging, meals and wages.

[4] In the event of your death or disability, your default of the Franchise Agreement, absence of a qualified manager, or other reasons, in our sole discretion, we may provide interim management of your Franchised Business.

[5] If you wish to purchase, lease or use any equipment, supplies, services or other items unapproved or from an unapproved supplier, you must request our prior written approval. As a condition to our approval, we may require inspection of the proposed supplier's facilities and evaluation and testing of the proposed item or service.

[6] You are required to maintain an inventory of products for resale to students. Products are provided on a deferred payment basis and are not billed until such products are sold, given away, or otherwise removed from inventory. You must record all inventory activity, including sales, giveaways, or other removals, through the Franchisor's designated system or portal. Products will not be provided to you if your account is past due.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee[1]	$14,000 - 18,000	Lump sum payment in cash or available funds or according to financing terms	Upon signing the Franchise Agreement	Us
Initial Training Expenses[2]	$705 - $1,615	As required	As required	Suppliers of transportation, lodging & meals
TOT Coaching	$500	Lump sum payment in cash or available funds	Upon signing the Franchise Agreement	Us
Initial Startup Supplies	$4,000	Lump sum payment in cash or available funds	Upon signing the Franchise Agreement	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Marketing Supplies	$1,500	Lump sum payment in cash or available funds	Upon signing the Franchise Agreement	Us
Computer Systems[3]	$1,300 - $2,200	As required	As required	Suppliers
Business Licenses and Permits[4]	$100 - $500	As required	As required	Government Agencies
Professional Fees[5]	$100 - $500	As required	As required	Suppliers
Insurance[6]	$245 - $345	As required	As required	Insurer
Additional Funds – 3 months[7]	$100 - $300	As required	As required	Suppliers
TOTAL: $22,550 - $29,460				

[1] Please see Item 5, which provides information about incentive programs that may offer a discount on the initial franchise fee.

[2] The cost of the initial training is $350 for the first attendee and $100 for each additional attendee, for up to two additional attendees. The chart estimates the costs for transportation, lodging, and meals for your trainees. These incidental costs are not included in the initial franchise fee. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation, and living expenses. The duration of the training program is 2.5 days.

[3] We require you to purchase computer systems, software and applications meeting our minimum specifications for use at your Franchised Business. You must also have internet, and other telecommunications equipment and services in accordance with our standards to permit electronic transmission of sales information. The cost of internet and other telecommunications equipment & services is included within this estimate. We reserve the right to change your requirements for computer hardware and software at any time.

[4] You are responsible for applying for, obtaining and maintaining all required permits and licenses necessary to operate your Franchised Business. This estimate includes the initial cost of permits, certifications and/or licenses that may be required by laws and regulations applicable in your Territory.

[5] You may incur professional fees depending on the scope of work performed, which may include legal and accounting fees to review franchise documents and costs of forming a separate legal entity. This list is not exhaustive. This amount will vary greatly depending on your specific needs and location. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this Disclosure Document and the Franchise Agreement.

[6] You must purchase the amounts and types of insurance as required by our Operations Manual from time to time (see Item 8). Factors that affect your cost of insurance include the legal requirements in your Territory, number of employees and other factors. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier at or before the time of purchase. The estimate in the Table above is an annual premium.

[7] This is an estimate of the additional funds needed to cover expected expenses that you may incur during the first three (3) months after commencing operations. The expected expenses included in this estimate are payroll expenses, facilities rent/use charges, System Technology Fees, and software access fees.

We may offer financing for the Initial Franchise Fee. Please see Item 10 for details.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have identified various suppliers, distributors and manufacturers of equipment, supplies and services that your Franchised Business must use or provide which meet our standards and requirements. You must purchase certain equipment, inventory, supplies and services from our approved suppliers or in accordance with our specifications.

You must purchase all advertising materials, including but not limited to brochures, fliers, letterhead, posters, postcards and business cards from us. Teams of Tomorrow Franchise Corporation is the only approved supplier of these items. No duplication of any advertising materials is permitted.

Neither we nor any affiliate is an approved supplier of any other product or service that you are required to purchase or lease.

Other than us, none of our officers owns any interest in any approved supplier for any product or service that you are required to purchase or lease for the operation of your Franchised Business.

You are required to maintain an inventory of products we designate for use and resale in connection with your Franchised Business. All such products must be obtained from us or our designated suppliers. You must manage, track, and report inventory activity in accordance with our requirements, including through the Computer System or portal. You must return unsold inventory items in accordance with our instructions by the date specified in the Operations Manual or otherwise provided in writing. Failure to comply with return requirements may result in the assessment of a late return fee, as described in Item 6.

Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. This includes commercial general liability insurance in the amount of at least $1,000,000 per occurrence and $5,000,000 in the aggregate, with no exclusion for assault and battery. Each policy must be written by a responsible carrier or carriers acceptable to us, and must name us and our respective officers, directors, partners, agents and employees as additional insured parties. Insurance costs and requirements may vary widely in different localities. From time to time, we may require additional types of insurance and coverage as provided in the Franchise Agreement.

We approve suppliers after careful review of the quality of the products they provide to us and you. Our criteria for approving items and suppliers are not available to you. If you would like us to consider another item or supplier, you must make such request in writing to us and have the supplier give us samples of its product or service and such other information that we may require. We may charge you a fee equal to the actual costs of our inspection and testing. If the item and/or supplier meet our specifications, as we determine in our sole discretion, we will approve it as an additional item or supplier. We will notify you whether we approve or disapprove of the proposed item or supplier within 30 days after we receive all required information to evaluate the product or service. We can revoke approval of any item or supplier that does not continue to meet our then-current standards.

We maintain written lists of approved items of equipment, inventory, supplies and services (by brand name and/or by standards and specifications) and a list of approved suppliers for those items. We will update these lists periodically and issue the updated lists to all franchisees.

In our recent fiscal year ending December 31, 2025, we received approximately $6,000 in revenue from franchisees' required purchases or leases.

We estimate that your purchase or lease of products, supplies and services from approved suppliers (or those which meet our specifications) will represent approximately 6% of your costs to establish your Franchised Business and approximately 3% - 5% of your costs for ongoing operation.

As of the Issuance Date of this Disclosure Document, no designated supplier will make a payment to us based on our franchisees' purchases; however, we may receive revenue, rebates, discounts or other material consideration from designated suppliers in the future, and any revenue, rebates, or discounts we receive may be kept by us in our sole discretion.

Currently, there are no purchasing or distribution cooperatives. However, we can require that you make your purchases through a cooperative if one is formed.

From time to time, we may negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of all franchisees. As of the date of this Disclosure Document, we have not created any purchasing arrangements with suppliers.

We provide no material benefits (such as the grant of additional franchises) based on your use of designated sources; however, failure to use approved items or designated suppliers may be a default under the Franchise Agreement. Additionally, when there is any default under the Franchise Agreement, we reserve the right, in addition to other remedies available under the Franchise Agreement, to direct suppliers to withhold furnishing products and services to you.

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 or Article in Franchise Agreement	Item in Franchise Disclosure Document
a. Site Selection and Acquisition/Lease	8.1	11
b. Pre-Opening Purchase/Leases	8.2, 11.4.1	7, 11
c. Site Development & other Pre-Opening Requirements	8.1, 8.2, 11.1.1	11
d. Initial and Ongoing Training	Article 7	11
e. Opening	8.2	11
f. Fees	5.2.6, Article 6, 7.3, 7.4, 10.5.4, 11.2.5, 11.3.3, 11.3.5, 11.7, 11.8, 11.9, 12.3.1, 14.3, 15.4, 17.1.8, 18.9, 19.2	5, 6, 7

Obligation	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
g. Compliance with Standards and Policies/Operating Manual	Article 11, 18.1.1	8, 11
h. Trademarks and Proprietary Information	Article 13, 18.1, 18.2, 18.3, 18.4	13, 14
i. Restrictions on Products/Services Offered	11.1.3, 11.1.4, 11.1.5, 11.6, 13.7.5	8, 16
j. Warranty and Customer Service Requirements	Not Applicable	Not Applicable
k. Territorial Development and Sales Quotas	12.2	12
l. Ongoing Product/Service Purchases	11.1.3, 11.1.4, 11.3.1	6, 8
m. Maintenance, Appearance and Remodeling Requirements	13.6	11
n. Insurance	Article 14	8
o. Advertising	11.1.9, Article 12	6, 11
p. Indemnification	14.6, 15.3.6, 20.1	6
q. Owner's Participation, Management, Staffing	10.5, 11.1.7	11, 15
r. Records /Reports	11.2	6
s. Inspections and Audits	11.1.8, 11.2.5	6, 11
t. Transfer	Article 15	17
u. Renewal	Article 5	17
v. Post-Termination Obligations	Article 17	17
w. Non-Competition Covenants	18.5	17
x. Dispute Resolution	Article 19	17
y. Guaranty	10.4, Attachment 5	15

ITEM 10: FINANCING

We may offer you financing for up to 100% of the Initial Franchise Fee, if you meet our qualifications. You must sign a Promissory Note and Security Agreement (see Exhibits D and E). If your Franchised Business is owned by an entity, all owners and Principals of the entity must sign the Promissory Note and Security

Agreement personally. There is no separate personal guaranty required. We do not offer any other direct or indirect financing.

The following table summarizes the financing we may offer:

Item Financed	Source of Financing	Down Payment	Amount Financed	Term (Years)	Interest Rate	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss of Legal Right on Default
Initial Franchise Fee	Us	$0	Up to 100% of the Initial Franchise Fee	4 years	5%	Varies. See Note 1.	None	See Note 2.	See Note 3.	See Note 4.

[1] The Monthly Payment will vary depending on the amount financed.

[2] You are required to sign a Security Agreement that will grant us a security interest in the assets of you Teams of Tomorrow Franchised Business, including but not limited to your equipment, supplies, inventory, furniture, fixtures, contracts, and accounts receivable.

[3] If you default on your obligations under the Promissory Note, we have the right to require immediate payment of the full balance of the amount owing under the Promissory Note, collect the full balance owing from you or any guarantor, file suit and obtain judgment, take possession of any collateral, or sell, lease or otherwise dispose of any collateral at public or private sale, with or without advertisement. You must also pay our costs to collect the debt, including court costs and reasonable attorney's fees. Additionally, a default of the Promissory Note is a default of the franchise agreement, and we may terminate your franchise agreement.

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

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

1. Pre-Opening Obligations

Before you open your Franchised Business, we will:

a. designate mutually-agreed upon boundaries of your territory. (Franchise Agreement, Article 2, Section 3.1). You may conduct the administrative aspects of the Franchised Business from your home. You must provide all Teams of Tomorrow services only at schools or community or recreational centers with whom you have contracted to provide the services. We do not negotiate facilities use agreements for you (Franchise Agreement, Sections 8.1 and 11.1.2);

b. provide access to our Operations Manual, and other manuals and training aids we designate for use in the operation of your Franchised Business, as they may be revised from time to time (Franchise Agreement, Section 9.2);

c. provide initial training to you and any employees of your choosing. We will determine, in our sole discretion, whether you satisfactorily complete the initial training program. (Franchise Agreement, Sections 7.1 and 7.2);

d. provide a written list of equipment, supplies and products that will be required to open the Franchised Business and approved or recommended vendors for these items. (Franchise Agreement, Section 9.3);

e. deliver to you certain marketing materials after we receive payment of these items from you (Franchise Agreement, Section 9.4);

f. provide you with standards for training of your employees. We do not otherwise assist you with employee hiring and/or training (Franchise Agreement, Sections 11.1.7 and 11.1.8);

g. subject to applicable law, set advertised and/or maximum prices for Teams of Tomorrow services sold by your Franchised Business (Franchise Agreement, Section 11.6);

h. set up a dedicated webpage of your Franchised Business within our website, after we receive payment from you for this service (Franchise Agreement, Section 9.5).

2. Time to Open

Since the Franchised Business is heavily dependent upon the school year, the length of time between the signing of the Franchise Agreement and the opening of your Franchised Business will vary depending on the scheduling and completion of the Initial Training Program and the time of year during which you sign the Franchise Agreement in relation to the academic calendar and school year. Your Franchised Business is deemed "open" when you complete the Initial Training Program and we permit you to commence marketing Teams of Tomorrow services in your Territory. You must open your Franchised Business by the August 1 or January 1 immediately following your completion of the first available Initial Training Program scheduled by us after the date of the Franchise Agreement. If you do not open your Franchised Business by the applicable deadline, you may obtain our consent to extend the time to open, which we may or may not grant, at our discretion. Failure to open your Franchised Business within the original time, as may be extended, is a default of the Franchise Agreement. (Franchise Agreement, Section 8.2).

3. **Obligations After Opening**

During the operation of your franchise, we will:

a. offer from time to time, in our discretion, mandatory or optional additional training programs, which may include on-going or refresher training for up to 3 days annually and/or a national business meeting or convention for up to 3 days annually. If we require it, you must attend mandatory additional training at a location we designate. We have the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference, which you must pay regardless of attendance. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes additional tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs (Franchise Agreement, Section 7.3);

b. upon your request, or as we determine to be appropriate, provide remedial in-territory training and assistance. For any in-territory remedial training, you must reimburse all costs for the services of our trainer, including but not limited to the trainer's then-current per diem fee and all travel-related expenses, such as transportation, meals and lodging. The current fee is $300 per trainer per day of in-territory training (Franchise Agreement, Section 7.4);

c. upon your request, provide individualized assistance to you within reasonable limits by telephone, video conferencing, email or postal service, subject at all times to availability of our personnel (Franchise Agreement, Section 7.5);

d. deliver to you inventory and Teams of Tomorrow ball, shirt, prizes, trophy and literature for each registered student, after we receive payment of these items from you (Franchise Agreement,

Sections 9.6, 11.3.3 and 11.3.5);

e. deliver to curriculum packages for each new Teams of Tomorrow program for use at each of your schools or facilities, after we receive payment of these items from you (Franchise Agreement, Section 9.4);

f. conduct inspections of your Franchised Business, at the frequency and duration that we deem advisable. Such inspections include evaluating your services and materials to ensure that they meet our standards (Franchise Agreement, Section 11.1.9);

g. provide you with any written specifications for required equipment, products and services and updated lists of any approved suppliers of these items (Franchise Agreement, Section 9.6);

h. subject to applicable law, set advertised and/or maximum prices for Teams of Tomorrow services sold by your Franchised Business (Franchise Agreement, Sections 11.3.3, 11.3.4, and 11.7);

i. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within 10 business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within ten business days, the proposed material and/or campaign is deemed "disapproved" (Franchise Agreement, Section 12.6).

j. administer a Brand Fund and conduct other marketing activities, in our discretion (Franchise Agreement, Sections 9.9 and 12.3).

4. Advertising

You must pay us $1,500 initially for marketing materials that you will use to sell Teams of Tomorrow services to schools, facilities, and parents and guardians. These materials include signs, banners, flyers, postcards, and brochures. We will conduct other advertising and other brand development activities on behalf of the System through the System-wide Brand Fund, which is described below. Other than providing to you the marketing materials described, neither we nor the Brand Fund are required to spend any amount on advertising, promotion, public relations, merchandising or media in your territory or area where your Franchised Business is located, unless we collect some or all of your minimum local advertising expenditures, and conduct local advertising on your behalf.

Local Advertising (Franchise Agreement, Sections 13.2, 13.5 and 13.6)

You are required to spend at least $150 annually on local marketing and promotional activities. We may increase you minimum local marketing expenditures by up to 10% annually. At our option, we may collect some or all of your minimum local advertising expenditures and conduct local advertising for you.

You may develop advertising materials for your own use at your own cost, and you may use marketing materials that we may offer to you from time to time. You may not use any advertising or marketing materials, including press releases, unless they have been approved in advance in writing by us, which approval may be withheld in our discretion. We will respond to your request for approval within 10 business days; however, if we do not respond within 10 business days, the proposed advertising or marketing material is deemed "disapproved".

You are responsible for local advertising placement. Unless we collect some or all of your minimum local advertising expenditures, we do not provide for placement of local advertising, and we have no obligation to spend any amount on advertising in your area or territory. We may require you to use our designated marketing vendor(s) to conduct some or all of your local advertising. If feasible, you may do cooperative

advertising with other Teams of Tomorrow franchisees in your area, with our prior written approval. You may not maintain any business profile on Facebook, Instagram, Bluesky, X, LinkedIn, YouTube, Threads, Tik Tok, blogs, or any other social media and/or networking site without our prior written approval.

Brand Fund (Franchise Agreement, Section 12.3)

You are required to contribute .5% (which we can increase up to 1%) of your Gross Revenue monthly to our systemwide Brand Fund. Each Teams of Tomorrow business operated by our affiliates or us may, but is not obligated to, contribute to the Brand Fund on the same basis as System franchisees.

The Brand Fund is administered by our accounting and marketing personnel. We may use Brand Fund contributions to pay any and all costs for developing, producing and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns, sales and marketing seminars, and training programs of every kind and nature, through any media we determine; customer and franchise system satisfaction surveys; conducting marketing research and employing advertising agencies; developing, enhancing and maintaining our website, social media platforms, apps, and other technology for the benefit of the Brand image and/or Systemwide improvements; and staff salaries and other personnel and departmental costs for advertising that we internally administer or prepare.

The Brand Fund will not be used to defray any of our other general operating expenses. Brand Fund contributions will not be used to solicit new franchise sales; provided however, we have the right to use the Brand Fund for public relations, to explain the franchise system, and/or include "Franchises Available" or similar language and contact information in advertising produced with Brand Fund contributions.

The Brand Fund collects and expends contributions for the benefit of the System as a whole. We have the right to use the Brand Fund contributions to place advertising in national, regional or local media (including broadcast, print, or other media) and to conduct marketing campaigns through any channel, in our discretion, including but not limited to, internet and direct-mail campaigns. We have no obligation, however, to use the Brand Fund to place advertising or conduct marketing campaigns in any particular area, including the geographical area where your Franchised Business is located.

We have no obligation to make expenditures that are equivalent or proportionate to your Brand Fund contribution or to ensure that you benefit directly or pro rata from the production or placement of advertising from the Brand Fund.

The Brand Fund is not audited. An annual unaudited financial statement of the Brand Fund is available to any franchisee upon written request.

If we spend more or less than the total of all contributions to the Brand Fund in any fiscal year, we may carry forward any surplus or deficit to the next fiscal year. Although the Brand Fund is intended to be of perpetual duration, we may terminate it at any time and for any reason or no reason. We will not terminate the Brand Fund, however, until all monies in the Brand have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

No Brand Fund contributions were required, made or expended in our most recently concluded fiscal year.

Regional Advertising (Franchise Agreement, Section 12.4)

Currently, our System has no regional advertising fund or cooperative. However, we may decide to establish a regional fund or cooperative in the future and your participation may be mandatory, in our sole discretion. A regional cooperative will be comprised of all franchised Teams of Tomorrow businesses in a designated geographic area. Our affiliate-owned Teams of Tomorrow businesses may participate in a regional cooperative, in our sole discretion. We will determine in advance how each cooperative will be

organized and governed. We have the right to form, dissolve, merge or change the structure of the cooperatives. If a cooperative is established during the term of your Franchise Agreement, you must sign all documents we request and become a member of the cooperative according to the terms of the documents. Currently, there are no governing documents available for your review.

If we establish a regional advertising fund or cooperative, you must contribute amounts equal to your share of the total cost of cooperative advertising. Your contributions to a regional advertising fund or cooperative will be in addition to your required contributions to the Brand Fund.

Advertising Council (Franchise Agreement, Section 11.10)

We do not have an advertising council composed of franchisees that advises us on advertising policies. The Franchise Agreement gives us the right, in our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies, in an advisory capacity only. If created, we will determine in advance how franchisees are selected to the council, which may include factors such as a franchisee's level of success, superior performance, and franchise profitability. We reserve the right to change or dissolve the council at any time.

5. **Computer Systems** (Franchise Agreement, Section 11.3)

You must purchase and use the computer system ("Computer System") we specify, and have the latest versions of hardware, software and applications to operate the Computer System. The Computer System includes TOT Connect and the TOT online portal. The Computer System performs a variety of functions, including payment processing, client relations management, inventory tracking, and sales report generation.

You are required to use all other software and applications that we specify and pay any subscription or access fees associated with them. The current cost to purchase the required Computer System is $1,300 - $2,200.

We may in the future modify, delete, add to, or replace components of the Computer System, in our reasonable commercial judgment, for the accurate and expeditious reporting of Gross Revenue and other data of your Franchised Business, and you must fully cooperate in implementing any of these modifications, deletions, and/or additions at your expense.

We have no obligation to maintain, repair, update or upgrade your computer hardware and software. There are no contractual limitations on the frequency and cost of upgrades and/or updates to the above-described systems or programs. At your cost, you must provide on-going maintenance and repairs to your hardware and software. You must upgrade your computer as necessary to operate the most current version of our required software and applications or any replacements thereto. We cannot estimate the cost of maintaining, updating and upgrading your computer hardware and software because it will depend on the make and model of your hardware, required updates to operate our current management and payment processing applications, repair history, usage, local cost of computer maintenance services in your area and technological advances that we cannot predict.

The Computer System allows us to independently and remotely access all of your sales data, including your Gross Revenue, through the internet. There are no contractual limitations on our right to have full access to this information. We may retrieve, download, analyze and store such information and data at any time. We own all customer and financial data stored in the Computer System.

6. **Table of Contents of Operations Manual**

The Table of Contents of our operations manual, current as of the date of this Disclosure Document, is attached as Exhibit F. The operations manual has a total of 356 pages.

7. **Training** (Franchise Agreement, Article 7)

You (if the franchisee is an individual) or your owners (if the franchisee is a business entity) must complete our initial training program, to our satisfaction, at the next available initial training which is offered by us after signing the Franchise Agreement. You will receive training at our headquarters or at another site we specify.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
The Preschool TOT Program	8	0	West Monroe, LA
On-site Preschool TOT Class	0	4	West Monroe, LA
Marketing your TOT Program	2	0	West Monroe, LA
Marketing and Class Supplies	2	0	West Monroe, LA
Bookkeeping and Administration	2	0	West Monroe, LA
TOT Policies	8	0	Online
TOTAL	16	4	

We periodically conduct our Initial Training Program twice a year, as needed. Training is currently provided under the direction of our President, Rachel Hayes, and our CEO, Lance Hayes.

Our training materials consist of our Operations Manual, videos, Powerpoint presentations, written instructions, and worksheets.

The cost of our Initial Training is $350 for the first attendee and $100 per attendee for each additional attendee, up to a total of two additional attendees. You must also pay for all travel and personal expenses, including, but not limited to, all costs for your transportation, meals, and lodging for yourself and your personnel.

If you do not complete our initial training program to our satisfaction, we have the right to terminate the Franchise Agreement.

We may offer from time to time, in our discretion, mandatory or optional additional training programs, which may include on-going or refresher training for up to 3 days annually and/or a national business meeting or convention for up to 3 days annually. If we require it, you must attend mandatory additional training at a location we designate. We have the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference, which you must pay regardless of attendance. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program,

you are required to obtain the training at a location we designate, at your sole cost, which includes additional tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs.

ITEM 12: TERRITORY

The Franchise Agreement will grant you the right to operate your Franchised Business in a territory ("Territory") that will be mutually-agreed upon by you and us and defined in Attachment 2 of the Franchise Agreement before you sign it. Your Territory is a contiguous geographic area and will be identified by zip codes, name, jurisdiction boundaries, geographic demarcation lines or a marked map. You are encouraged to conduct due diligence, in your discretion and to your satisfaction, regarding the customer potential, travel distances, and other matters relative to the operation of the Franchised Business in the Territory, prior to signing the Franchise Agreement.

The Franchise Agreement permits you to conduct the administrative aspects of your Franchised Business from a home-based office. You may not change the location of your office unless you obtain our consent, which we will not unreasonably withhold. You may not purchase, lease, or otherwise acquire any location for the Franchised Business without first obtaining our prior written approval for the location. In determining whether to approve a proposed location, we may consider factors relating to the reputation, image, proximity to another Teams of Tomorrow outlet, and standards of the System, including whether the location or surrounding area could adversely affect the System's brand.

You must meet the following minimum enrollment quotas ("Minimum Enrollment Quotas"):

Level of Franchise	**By the end of year one (1), Franchisee must have this amount of paying students**	**By the end of year two (2), Franchisee must have this amount of paying students**	**By the end of year three (3), Franchisee must have this amount of paying students**	**By the end of year four (4), Franchisee must have this amount of paying students**	**By the end of year five (5+), Franchisee must have this amount of paying students**
Level 1 (pop. 120,001 – 250,000) *Territories greater than 250,000 population must meet proportional enrollment quotas.	50	75	100	125	150
Level 2 (pop. up to 120,000)	25	37	50	62	75

You will have the right to market and conduct flat fee programs with schools and/or facilities for Preschool Programs only. We refer to this program as Flat Fee Schools. The number of students for which Franchisee receives credit toward the enrollment quota shall be calculated as follows:

Flat Fee Revenue	÷	$46.55 (Average tuition rate)	=	# of students you get credit for enrollment quota

For territories with a population greater than 250,000, the applicable Minimum Enrollment Quota for Level 1 shall increase proportionately based on the population of the territory. The adjusted Minimum Enrollment Quota will be calculated by dividing the total population of the territory by 250,000 and multiplying the resulting factor by the applicable Level 1 minimum royalty for the applicable year of operation.

If you do not meet these minimum requirements, we have the right to (i) require you to take remedial measures, which may include additional training and/or marketing efforts, at your expense; (ii) reduce the size of your Territory, (iii) permit other franchisees to provide System services and goods in the Territory or (iv) terminate the Franchise Agreement.

The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises or contiguous territories.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The Franchise Agreement permits us to offer Teams of Tomorrow services and products at schools that are in large public school districts that cross multiple territories (a "Regional Account"). We may offer you the option to service a Regional Account school in your Territory, provided that you honor our negotiated terms.

Subject to availability and our prior written approval in our sole discretion, you may expand your Territory to include additional zip codes, provided that (i) you are in full compliance with the Franchise Agreement and not in default, (ii) you satisfy the then-current Minimum Enrollment Quotas, and (iii) any such additional zip codes are contiguous with Franchisee's then-existing Territory. You may expand your Territory to include additional zip codes at a purchase price of $2,250 per each 25,000 persons of population (as determined by us using then-current census or other reasonably reliable demographic data). Any partial increment of 25,000 people shall be prorated accordingly.

You may temporarily provide Teams of Tomorrow services in one or more zip codes outside your Territory for the purpose of evaluating the potential purchase of such zip code(s) to expand the Territory, but only with our prior written consent and provided that: (i) the zip code(s) are not located in an area serviced by another Teams of Tomorrow outlet; (ii) you have not solicited schools, facilities or customers in such zip code(s) in violation of the Franchise Agreement or the Operations Manual; and (iii) any such out-of-Territory services shall not continue beyond one Teams of Tomorrow season defined as the period from August through May. If you provide Teams of Tomorrow services at a school or facility outside of the Territory in an area that is subsequently designated as part of the territory of another Teams of Tomorrow franchisee, you must assign such school or facility and the students to the other franchisee, and you will have no further right to service such school or facility.

We and our affiliates reserve the right to sell products and services under the Marks or other trademarks within or outside the Territory through other channels of distribution, such as through retail stores, co-branding with other children's enrichment and services organizations, the Internet, catalog sales, telemarketing, and direct marketing ("Alternative Distribution Channels"). You will receive no compensation for our sales through Alternative Distribution Channels in the Territory.

You may not use Alternative Distribution Channels to make sales outside of your Territory; however, you may advertise your Franchised Business using the internet and conduct program registration and payment

processing online through our approved platforms and applications.

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise, a business under a different trademark that will sell goods and services similar to those that you will offer at your Teams of Tomorrow business. However, we reserve all rights not expressly granted in the Franchise Agreement. We and our affiliates have the right to own, acquire, conduct, or authorize others to conduct, any form of business at any location selling any type of product or service not offered under the Marks, including a product or service similar to those you will sell at your Franchised Business. We also have the right to merge with, acquire, or be acquired by, an existing competitive or non-competitive franchise network, chain or other business; however, we will not convert any acquired business in your Territory to a franchise using our Principal Trademarks during the Term of your Franchise Agreement.

ITEM 13: TRADEMARKS

The Franchise Agreement will license to you the right to operate your Franchised Business under the principal trademarks described below ("Principal Trademarks").

Mark	Registration Number	Registration Date	Register
TOT	2997893	September 20, 2005	Principal
	3660401	July 28, 2009	Principal
TOT	4028593	September 20, 2011	Principal
TEAMS OF TOMORROW	4034543	October 4, 2011	Principal
TOT . . . A SPORT ALL ITS OWN!	4028595	September 20, 2011	Principal
LEARNING TO MOVE AND MOVING TO LEARN!	4028596	September 20, 2011	Principal

We intend to file all affidavits and other documents required to maintain our interest in and to the Principal Trademarks.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administration of any state, or any court relating to the trademarks. There is no pending infringement, opposition, or cancellation.

There is no pending material federal or state court litigation involving the Principal Trademarks or other trademarks.

There are no currently effective agreements that significantly limit our rights to use or license the use of the Principal Trademark or other trademarks in a manner material to the franchise.

You must notify us immediately when you learn about an infringement of or challenge to your use of any Principal Trademarks or other trademark. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of any Principal Trademarks or other trademark. We have the right to control any administrative proceedings or litigation involving any Principal Trademarks or other trademark licensed by us to you. You must cooperate fully with us in defending and/or settling the litigation.

We have the right to substitute different trademarks if we can no longer use any of the current Principal Trademarks, or if we determine that substitution of different trademarks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any trademark, including a Principal Trademark, or to use one or more additional or substitute trademarks.

You must not directly or indirectly contest our affiliate's right, or our right, to the Principal Trademarks or other trademarks.

As of the date of this Disclosure Document, we know of no superior prior rights or infringing uses that could materially affect your use of the Principal Marks.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents and have no pending patent applications that are material to the franchise. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, promotional materials, our curricula, music, videos, photographs, website content, and other written materials. We also claim copyrights and other proprietary rights in our photographs, our Operations Manual, and the contents of our website and social media accounts.

There are no current material determinations of, or proceedings pending in, the United States Patent and Trademark Office, the U.S. Copyright Office, or any court regarding any of our copyrights discussed above.

There are no agreements currently in effect that limit your right to use any of our copyrights.

You must notify us immediately when you learn about an infringement of or challenge to your use of our copyrights. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of our copyrights. We have the right to control any administrative proceedings or litigation involving our copyrights licensed by us to you. You must cooperate fully with us in defending and/or settling the litigation.

During the term of the Franchise Agreement, you may have access to and become acquainted with our trade secrets, including, but not limited to, methods, processes, vendor partnerships and/or relationships, sales and technical information, financial information, costs, pricing formulae, equipment, technologies and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively called the "Confidential Information"). You agree that you will take all reasonable measures to maintain the confidentiality of all Confidential Information in your possession or control and that all Confidential Information and trade secrets will remain our exclusive property. You may never (during the initial term, any successor agreement term, or after the Franchise Agreement expires or is terminated) reveal any of our Confidential Information to another person or use it for any other person or business. You may not copy any of our Confidential Information or give it to a third party except as we authorize in writing to you prior to any dissemination. Your personnel who have access to our Confidential Information must sign our Confidentiality and Non-Compete Agreement (Franchise Agreement, Attachment 8).

You must promptly tell us when you learn about unauthorized use of any Confidential Information. We are not obligated to take any action but will respond to this information as we think appropriate. We will indemnify you for losses you incur in claims brought by a third party concerning your use, in strict compliance with the Franchise Agreement, of the Confidential Information.

We reserve the right to modify or discontinue using the subject matter covered by a patent or copyright. In such event, we may require you, at your expense, to modify or discontinue using the subject matter in the operation of your Franchised Business.

We are unaware of any infringing uses of our copyrights that could materially affect your use of them.

ITEM 15: OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You, if you are an individual, or an owner of your franchisee entity with at least a 10% equity interest must at all times personally supervise, devote full time, and manage the day-to-day operation of your Teams of Tomorrow Franchised Business. You may not appoint a non-owner manager of your Franchised Business unless you receive our prior written approval. Upon approval, your manager must successfully complete our Initial Training Program and all other training courses we require. Your manager must devote full time to the job and cannot have an interest or business relationship with any of our competitors.

Your manager and all other personnel who will have access to our proprietary and Confidential Information and training must sign our Non-Disclosure/Non-Competition Agreement, which is attached to our Franchise Agreement as Attachment 8. If your Franchised Business is owned by an entity, all owners of the entity must personally sign the Franchise Agreement as a Principal. If you are a married individual, your spouse must sign our Spouse Guaranty, which is attached to our Franchise Agreement as Attachment 6.

ITEM 16: RESTRICTION ON WHAT FRANCHISEE MAY SELL

You must offer and sell all services and products that are part of the System, and all services and products which we incorporate into the System in the future. You may only offer products and services that we have previously approved. You may only engage in providing services and products to end-consumers.

You may not use our Principal Trademarks or other Marks for any other business, and you may not conduct any other business at, through, or in conjunction with, your Franchised Business operations. You may not engage in any other business (other than an additional Teams of Tomorrow franchised business) that

competes with your Franchised Business, with us or our affiliates, or with Teams of Tomorrow businesses owned by other franchisees, regardless of the location of such other business.

We may add to, delete from or modify the products and services that you can and must offer. You must abide by any additions, deletions and modifications. There are no limits on our rights to make these changes.

You must target your marketing to schools and community and recreational facilities within your Territory and may only solicit sales for services to be performed at schools or community or recreational facilities within your Territory.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Art. 4	Term is 10 years
b.	Renewal or extension of the term	Sections 5.1 and 5.4	If you are in good standing as defined below, you can sign up to 1 successor franchise agreement for a 10-year term, unless we have determined, in our sole discretion, to withdraw from your Territory.
c.	Requirements for franchisee to renew or extend	Section 5.2	Be in full compliance, have no more than 3 events of default during current term; provide written notice to us at least 180 days before the end of the term; execute a new franchise agreement; pay us a successor agreement fee; repair, upgrade or replace the Computer System and other Franchised Business assets to meet then-current specifications; execute a general release; and comply with then-current training requirements. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d.	Termination by franchisee	None	You may seek termination upon any grounds available by state law.
e.	Termination by franchisor without cause	Section 15.7	The Franchise Agreement will terminate upon your death or permanent disability if your interest in the Franchise is not transferred within 6 months to a replacement franchisee that we approve.
f.	Termination by franchisor with cause	Article 16	We may terminate only if you default. The Franchise Agreement describes defaults throughout. Please read it carefully.

	Provision	Section in Franchise Agreement	Summary
g.	"Cause" defined – curable defaults	Section 16.3	You have 5 days to cure non-payments and any other defaults (except for non-curable defaults listed in the Franchise Agreement and described in h. immediately below).
h.	"Cause" defined - non-curable defaults	Sections 16.1 and 16.2	The Franchise Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for more than 30 days; or foreclosure proceeding that is not dismissed within 30 days. We may terminate the Franchise Agreement upon notice to you if you: misrepresent or omit a material fact in applying for the Franchise; do not obtain required licenses and permits and/or open the Franchised Business within required time frames; fail to operate for a period of 3 consecutive days or more; fail to comply with applicable laws; understate Gross Revenue 2 or more times; fail to comply with insurance and indemnification requirements; attempt a transfer in violation of the Franchise Agreement; fail, or your legal representative fails to transfer as required upon your death or permanent disability; are convicted or plead no contest to a felony or crime that could damage the goodwill associated with the Marks or do anything to harm the reputation of the Marks or the System; receive an adverse judgment in any proceeding involving allegations of fraud, racketeering or improper trade practices or similar claim that could damage the goodwill or reputation of the Marks or the System; conceal revenues, maintain false books or submit a false report; create a threat or danger to public health or safety; refuse an inspection or audit by us; use the Marks, copyrighted material or Confidential Information in an unauthorized manner; make an unauthorized disclosure of Confidential Information; fail to comply with non-competition covenants; default in the performance of your obligations 3 or more times during the term or receive 2 or more default notices in any 12-month period; have insufficient funds to honor a check or EFT 2 or more times within any 12-month period; defaults under any other agreement with us, our affiliate or a supplier; offers or uses unauthorized products or services; or terminates the Franchise Agreement without cause.

	Provision	Section in Franchise Agreement	Summary
i.	Franchisee's obligations on termination/ non-renewal	Article 17	Upon termination, you must: cease operations; cease to identify yourself as a Teams of Tomorrow franchisee; cease to use our trademarks or other intellectual property; cancel any assumed name registration that contains any Mark; pay us and our affiliates all sums owing; pay us any damages and costs or expenses we incur in obtaining any remedy for any violation of the Franchise Agreement by you, including, but not limited to attorney's fees; deliver to us all Confidential Information, the Operations Manual and all records and files related to your Franchised Business; comply with the non-disclosure and non-competition covenants; pay liquidated damages; sell to us, at our option, any or all equipment, inventory, and supplies of your Franchised Business; and assign, at our option, your facilities use agreements and client contracts, telephone numbers, directory and internet listings, and social media accounts.
j.	Assignment of contract by franchisor	Section 15.1.1	No restrictions on our right to assign.
k.	"Transfer" by franchisee defined	Section 15.3	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Franchise Agreement, the Franchised Business, any assets of the Franchised Business, or in the Franchisee (if the Franchisee is a business entity).
l.	Franchisor approval of transfer by franchisee	Not Applicable	No transfer is allowed without our consent, which we will not unreasonably withhold.
m.	Conditions for franchisor approval of a transfer	Section 15.3 and 15.4	Conditions include: our decision not to exercise our right of first refusal; transferee meets our then-current standards for qualifying franchisees; transferee signs our then-current form of Franchise Agreement, which may have materially different terms from your Franchise Agreement; transferee agrees to complete our initial training program; you have paid us and third-party creditors all amounts owed; you and the transferee sign a Release; you will subordinate any claims you have against the transferee to us; you will indemnify us for misrepresentations in the transfer process, excluding the representations we make in our Disclosure Document; our approval of the material terms and conditions of the transfer; and payment of a transfer fee.

	Provision	Section in Franchise Agreement	Summary
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 15.6	You must promptly notify us of any written offer to purchase your Franchise. We have 30 days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration (b) we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 60 days to close and (e) you will give us all customary seller's representations and warranties.
o.	Franchisor's option to purchase franchisee's business	Section 17.2	Upon termination of the Franchise Agreement, we have the option to purchase your equipment, computer system, supplies, and inventory at your cost or fair market value, whichever is less, and assume all contracts.
p.	Death or disability of franchisee	Sections 15.3, 15.4 and 15.7	The Franchise Agreement will terminate upon your death or permanent disability, and the Franchise must be transferred within 6 months to a replacement franchisee that we approve.
q.	Non-competition covenants during the term of the franchise	Section 18.5.1	You may not: divert, or attempt to divert, customers of any Teams of Tomorrow business (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
r.	Non-competition covenants after the franchise is terminated or expires	Section 18.5.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any Teams of Tomorrow business (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business within 15 miles of your Territory or the territory of any other Teams of Tomorrow business; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
s.	Modification of the agreement	Sections 13.6 and 18.1.4	No oral modifications. We may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our Marks at any time upon written notice to you.
t.	Integration/merger clause	Section 20.12	Only the terms of the Franchise Agreement and other related written agreements, such as any attachments to the Franchise Agreement or addenda, are binding (subject to applicable state law); provided that nothing in Franchise Agreement or any related agreement is intended to disclaim the express representations made in this Disclosure Document.

	Provision	Section in Franchise Agreement	Summary
u.	Dispute resolution by arbitration or mediation	Sections 19.1 and 19.2	At our option, claims that are not resolved internally may be submitted to arbitration. Arbitration is binding on all parties and is held in West Monroe, Louisiana (subject to applicable state law).
v.	Choice of forum	Section 19.3	Litigation takes place in Louisiana (subject to applicable state law).
w.	Choice of law	Section 19.3	Louisiana law applies (subject to applicable state law).

See the state addenda to this Franchise Disclosure Document and the Franchise Agreement for special state disclosures.

ITEM 18: PUBLIC FIGURES

We do not currently use any public figures to promote our franchise.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We had 62 franchises operating through December 2025. The Teams of Tomorrow season begins in August and goes through May. Two franchised outlets are owned by principals of Teams of Tomorrow Franchise Corporation. Summer programs may be implemented in June and July. However, you are not required to implement summer programs during June and July. The table below shows the financial performance of our franchise outlets for the 2025 calendar year. Of the outlets included in the table, 25 participated in summer programs.

Metric Measured	2025 Average	Number of Franchises Which Met or Exceeded the Average
Number of Students	140	24
Tuition per Student per Month	$46.55	52
Gross Revenue	$6,289	31

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, 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 Rachel Hayes, 212 Crosley Street, West Monroe, LA 71291, 318-547-6505, or the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised*	2023	61	65	+4
	2024	65	61	-4
	2025	61	62	+1
Company – Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	**2023**	**61**	**65**	**+4**
	2024	**65**	**61**	**-4**
	2025	**61**	**62**	**+1**

*Includes two franchised outlets owned by principals of Teams of Tomorrow Franchise Corporation.

Table No. 2
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
North Carolina	2023	2
	2024	0
	2025	0
Tennessee	2023	1
	2024	0
	2025	0
Louisiana	2023	0

	2024	0
	2025	1
Colorado	2023	0
	2024	0
	2025	1
Texas	2023	0
	2024	1
	2025	1
Total	**2023**	**3**
	2024	**1**
	2025	**3**

Table No. 3
Status of Franchised Outlets
For Years 2023 to 2025

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
Alabama	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Arkansas	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Colorado	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	1	0	0	0	0	7
Florida	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Georgia	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3

Iowa	2025	3	0	0	0	0	0	3
	2023	1	1	1	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kentucky	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Louisiana	2023	5	0	0	0	0	0	5
	2024	5	0	1	0	0	0	4
	2025	4	0	0	0	0	0	4
Mississippi	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Missouri	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
North Carolina	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Oklahoma	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Tennessee	2023	4	1	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Texas*	2023	28	1	0	0	0	0	29
	2024	29	0	4	0	0	0	25
	2025	25	0	0	0	0	0	25
Total	**2023**	**62**	**3**	**1**	**0**	**0**	**0**	**64**
	2024	**64**	**1**	**5**	**0**	**0**	**0**	**60**
	2025	**60**	**1**	**0**	**0**	**0**	**0**	**61**

*Includes two franchised outlets owned by principals of Teams of Tomorrow Franchise Corporation.

Table No. 4
Status of Company Owned Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
None	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Total	**2023**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Indiana	0	1	0
Maryland	0	1	0
New York	0	1	0
Tennessee	0	2	0
Total	**0**	**6**	**0**

Exhibit G lists the location of each Teams of Tomorrow franchised outlet in our System and each franchisee during our last fiscal year who has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisee has signed confidentiality clauses during the last three years.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Included in Exhibit C to this disclosure document is our audited financial statements as of December 31, 2025, December 31, 2024, and December 31, 2023. Our fiscal year end is December 31.

ITEM 22: CONTRACTS

A copy of all proposed agreements regarding the franchise offering are included in this Disclosure Document, as follows:

- Exhibit B – The Franchise Agreement
- Exhibit J – Franchisee Acknowledgement Statement, as permitted by state law.

ITEM 23: RECEIPT

A receipt in duplicate is attached to this Disclosure Document as Exhibit K. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Lance Hayes or Rachel Hayes, 212 Crosley Street, West Monroe, LA 71291.

EXHIBIT A

LIST OF STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce

State	State Agency	Agent for Service of Process
NEW YORK	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Insurance & Securities Department 600 East Boulevard Avenue Dept. 401 Bismarck, ND 58505 (701) 328-2910	North Dakota Insurance & Securities Department
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of South Dakota Division of Insurance – Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501 (360)-902-8731
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT

TEAMS OF TOMORROW FRANCHISE CORPORATION

TEAMS OF TOMORROW
FRANCHISE AGREEMENT

FRANCHISEE

EFFECTIVE DATE

TEAMS OF TOMORROW FRANCHISE CORPORATION
FRANCHISE AGREEMENT

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List of Attachments

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ATTACHMENT 2:	TERRITORY DESCRIPTION
ATTACHMENT 3:	MINIMUM ENROLLMENT QUOTAS
ATTACHMENT 4:	AUTHORIZATION AGREEMENT AUTOMATIC DEPOSITS (ACH WITHDRAWALS)
ATTACHMENT 5:	STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE ENTITY
ATTACHMENT 6:	GUARANTY
ATTACHMENT 7:	INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE ACCOUNT AGREEMENT
ATTACHMENT 8:	PROVISIONS APPLICABLE TO SBA FINANCING
ATTACHMENT 9:	CONFIDENTIALITY AND NON-COMPETE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is being entered into on _____, (the "Effective Date") by and between Teams of Tomorrow Franchise Corporation, a Louisiana corporation with a principal business address of 212 Crosley Street, West Monroe, LA, 71291 (herein "Franchisor") and _____, a(n) _____ , with its principal place of business located at_____ and _____ _____'s principals _____, an individual residing at _____ _____ and _____, an individual residing at _____ _____("Principal(s)"). _____and Principal(s) shall be individually and collectively referred to, and each is, the "Franchisee".

RECITATIONS

Through the expenditure of considerable time, effort and money, Franchisor has developed a business that provides a fee-based basketball ball handling physical education targeted at pre-school aged children using the Teams of Tomorrow trademarks and Franchisor's confidential operations manual ("Manual") of business practices and policies, operations methods, sales techniques, proprietary curricula, inventory, supplies, equipment, procedures for management control and training, assistance, advertising, and promotional programs, all of which may be changed, improved or further developed by Franchisor at any time (taken together herein the "System").

The System is identified by certain trade names, service marks**,** trademarks, logos, emblems and indicia of origin, including but not limited to the trademark "Teams of Tomorrow", as set forth in Attachment 1, and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated or substituted by Franchisor for use in connection with the System (the "Marks").

Franchisor continues to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed under the Marks and the System and to represent the System's high standards of quality, appearance, and service.

Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality and service and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth herein, and intending to be legally bound hereby, mutually agree as follows:

1. RECITATIONS.

The Recitations set out above form part of this Agreement.

2. GRANT OF FRANCHISE.

Franchisor hereby grants to Franchisee and Franchisee accepts, upon the terms and conditions contained in this Agreement, the license to operate a Teams of Tomorrow franchise (the "Franchise" or" Franchised Business"), using only the Marks licensed hereunder, in strict conformity with the System, which may be changed, improved, and further developed by Franchisor from time to time. This grant applies only within a territory that is designated in Attachment 2 attached hereto and incorporated herein (the "Territory").

3. PROTECTED TERRITORY; SOLICITATION AND SALES RESTRICTIONS

3.1 Territory. Subject to Section 3.2 below, Franchisor agrees that during the Term of this Agreement, Franchisor will not operate, and will not authorize any other franchisees to operate, a Teams of Tomorrow outlet in the Territory using the same Marks as licensed to Franchisee in this Agreement so long as Franchisee (i) meets the Minimum Enrollment Quotas ("Minimum Enrollment Quotas") set forth in Attachment 3 and (ii) is not in default under this Agreement or this Agreement has not been terminated. Except as otherwise specified in this Agreement, Franchisor reserves the right to open, operate or franchise Teams of Tomorrow outlets bordering and adjacent to the Territory. Franchisee is prohibited from selling and soliciting customers through alternative distribution channels as more fully specified herein.

3.1.1 Subject to availability and Franchisor's prior written approval in its sole discretion, Franchisee may expand its Territory to include additional zip codes, provided that (i) Franchisee is in full compliance with this Agreement and not in default, (ii) Franchisee satisfies the then-current Minimum Enrollment Quotas, and (iii) any such additional zip codes are contiguous with Franchisee's then-existing Territory. Franchisee may expand its Territory to include additional zip codes at a purchase price of Two Thousand Two Hundred Fifty Dollars ($2,250) per each twenty-five thousand (25,000) persons of population (as determined by Franchisor using then-current census or other reasonably reliable demographic data). Any partial increment of twenty-five thousand (25,000) people shall be prorated accordingly.

For expansion requests approved during the Initial Term of this Agreement, the following pricing schedule shall apply:

Contract Year	Discount Applied	Effective Price (per 25,000 population)
Years 1–2	No discount	$2,250.00
Year 3	10% discount	$2,025.00
Year 4	20% discount	$1,800.00
Year 5	25% discount	$1,687.50
Years 6–10	30% discount	$1,575.00
Renewal Term	No discount	$2,250.00

Approved additional zip codes shall become part of Franchisee's exclusive Territory upon execution of a written amendment to this Agreement and shall be subject to all terms and conditions applicable to the original Territory.

3.2 Minimum Enrollment Quotas. Franchisee acknowledges the importance of actively developing the Territory to achieve maximum revenues, and, to that end, Franchisee agrees to use best efforts to market Franchisee's Franchised Business to meet the Minimum Enrollment Quotas set forth in Attachment 3 of this Agreement. Franchisee acknowledges and agrees that the Minimum Enrollment Quotas are based upon the size and composition of the Territory and shall automatically adjust in accordance with the methodology set forth in Attachment 3 upon (i) the addition of any zip code(s) or other geographic areas to the Territory, and/or (ii) any increase in the Territory population above 250,000. Franchisee's failure to meet the Minimum Enrollment Quotas is a material default of this Agreement, and upon such default, Franchisor is entitled to (i) require you to take remedial measures, which may include additional training and/or marketing efforts, at your expense (ii) reduce the size of the Territory, (iii) permit other franchisees to provide System services and goods in the Territory or (iv) terminate this Agreement.

3.3 Protection Rights. Subject to Section 3.4 below, Franchisor agrees that during the Term of this Agreement, Franchisor will not, and Franchisor will not permit any other franchisees in the System, to operate a Teams of Tomorrow business in the Territory using the same Marks as licensed to Franchisee in this Agreement so long as Franchisee is not in default under this Agreement or this Agreement has not been terminated. Except as otherwise specified in this Agreement, Franchisor reserves the right to open, operate or franchise Teams of Tomorrow franchises around, bordering and adjacent to the Territory and to use alternative methods of distribution, as more fully specified herein, within the Territory.

3.4 Reservation of Rights. Franchisee understands and agrees that all rights to any businesses, other than as specified in this Agreement, are fully reserved to Franchisor within or outside of the Territory. By way of example only, Franchisor reserves the rights to offer (i) other services and products not offered under the Marks, (ii) other children's enrichment concepts under the Marks or other trademarks; and (iii) products or services through other channels of distribution in the Territory including, but not limited to, products or services offered through retail stores, co-branding with other children's enrichment and services organizations, and through the internet, catalog sales, telemarketing or direct marketing sales ("Alternate Channels of Distribution"). Franchisor further specifically reserves the right to solicit, sell to, negotiate rates with, and provide Teams of Tomorrow services and products to school districts that operate across multiple territories ("Regional Accounts"). Franchisor may offer Franchisee the right to service Regional Accounts at schools in the Territory, provided that Franchisee accepts negotiated terms; otherwise, Franchisor may service the schools of Regional Accounts either directly or permit another franchisee to provide such service. Franchisee will receive no compensation for Franchisor's sales through Alternate Distribution Channels or declined Regional Accounts services made within the Territory. Franchisee agrees that such implementation of Franchisor's rights pursuant to this Section 3.4 is deemed not to impair or injure Franchisee's rights pursuant to Section 2 hereof.

3.5 Solicitation and Sales Restrictions. Franchisee must target Franchisee's marketing efforts within the Territory, in accordance with the following:

3.5.1 Franchisee shall only solicit (i) schools and community or recreational facilities to host Franchisee's Teams of Tomorrow services that are located in the Territory and (ii) clients of the Franchised Business that either reside in the Territory or attend an school that hosts Franchisee's Teams of Tomorrow services;

3.5.2 Franchisee may temporarily provide Teams of Tomorrow services in one or more zip codes outside the Territory for the purpose of evaluating the potential purchase of such zip code(s) to expand the Territory, but only with Franchisor's prior written consent and provided that: (i) the zip code(s) are not located in an area serviced by another Teams of Tomorrow outlet; (ii) Franchisee has not solicited schools, facilities or customers in such zip code(s) in violation of this Agreement or the Manual; and (iii) any such out-of-Territory services shall not continue beyond one Teams of Tomorrow season defined as the period from August through May.

3.5.3 Notwithstanding Section 3.5.2, if Franchisee provides System services at a school or facility outside of the Territory in an area that is subsequently designated as part of the territory of another Teams of Tomorrow franchisee, Franchisee shall assign such school, facility and the clients/students thereof to such other franchisee, and Franchisee shall have no further right to service such school or facility;

3.5.4 Franchisee is prohibited from engaging in sales of Teams of Tomorrow services and products through Alternate Distribution Channels, provided that Franchisee may advertise the Franchised Business's services using the internet and conduct program registrations and payment processing online through Franchisor's approved platform(s).

4. TERM.

Unless terminated earlier in accordance with the terms set forth in this Agreement, this Agreement and the Franchise granted hereunder shall commence upon the Effective Date set forth above and terminate on the date that is ten (10) years following the Opening Date, as defined in Section 8 hereof (the "Term").

5. SUCCESSOR OPTION.

Subject to the terms and conditions of this Agreement, Franchisee shall have the right, following the expiration of the Term hereof, to enter into a new franchise agreement and other agreements then customarily employed by Franchisor and in the form then generally being offered to prospective franchisees in the state in which the Territory is located (the "Successor Franchise Agreement") for one (1) additional term of ten (10) years. The term of each such Successor Franchise Agreement shall commence upon the date of expiration of the immediately preceding term. For each Successor Franchise Agreement executed by Franchisee, Franchisee shall pay a successor agreement fee equal to ten percent (10%) of the then-current initial franchise fee payable by new franchisees in the System (the "Successor Agreement Fee").

5.1. Form and Manner of Successor Agreement. If Franchisee desires to exercise Franchisee's option to enter into a Successor Franchise Agreement, it shall be done in the following manner:

5.1.1 Not less than one hundred and eighty (180) days prior to the expiration of the Term of this Agreement, Franchisee shall request from Franchisor in writing, a copy of Franchisor's then-current Disclosure Document (including Franchisor's then-current franchise agreement).

5.1.2 Franchisee must execute and return to Franchisor all required documents, including any and all ancillary documents, within thirty (30) days after receipt by Franchisee of a copy of Franchisor's then-current Disclosure Document.

5.1.3 The Successor Franchise Agreement shall supersede this Agreement in all respects, and Franchisee understands and acknowledges that the terms of such new agreement may differ from the terms of this Agreement, including, without limitation, higher or lower royalty and other fees.

5.1.4 If Franchisee fails to perform any of the acts, or deliver any of the notices required pursuant to this Article 5 in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise Franchisee's option to enter into the Successor Franchise Agreement, and such failure shall cause Franchisee's right and option to automatically lapse and expire, without further notice by Franchisor.

5.1.5 Franchisee acknowledges that the initial Term of this Agreement provides Franchisee more than a sufficient opportunity to recoup Franchisee's investment in the Franchise, as well as a reasonable return on such investment.

5.2 Conditions of Successor Agreement. Franchisee's right to enter into a Successor Franchise Agreement is conditioned upon the following:

5.2.1 Franchisee shall be in full compliance with this Agreement and shall have materially performed Franchisee's obligations under this Agreement, the Manual and under all other agreements that may be in effect between Franchisee and Franchisor, including but not limited to all monetary obligations.

5.2.2 Franchisee shall not have committed three (3) or more events constituting default during the Term of this Agreement, whether or not such defaults were cured.

5.2.3 Franchisee will have completed any required additional training to Franchisor's reasonable satisfaction.

5.2.4 Franchisee performs such repairs, upgrades and replacements as Franchisor may require to cause the Franchised Business's equipment, computer systems, and other assets to conform to the then-current specifications for franchised businesses on the Successor Franchise Agreement date.

5.2.5 Franchisee shall execute a general release of all claims Franchisee may have against Teams of Tomorrow Franchise Corporation, its parent, subsidiaries and affiliates, its officers, directors, shareholders, members, agents, and employees, whether in their corporate and/or individual capacities, in Franchisor's then-current form. This release will include all claims arising under any federal, state, or local law, rule, or ordinance.

5.2.6 Franchisee shall pay the required Successor Agreement Fee and sign the Successor Franchise Agreement.

5.3 Notice Required by Law. If applicable law requires Franchisor to give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a month-to-month basis until Franchisor has given the notice required by such applicable law. If Franchisor is not offering new Teams of Tomorrow franchises, is in the process of revising, amending or renewing Franchisor's form of franchise agreement or disclosure document, or Franchisor is not lawfully able to offer Franchisee the then-current form of Successor Franchise Agreement at the time Franchisee advises Franchisor pursuant to Section 5.1 hereof that Franchisee desires to enter into a new agreement, Franchisor may, in Franchisor's sole discretion, (i) offer to renew this Agreement upon the same terms set forth herein for the appropriate successor term or (ii) offer to extend the Term hereof on a month-to-month basis following the expiration of the Term for as long as Franchisor deems necessary or appropriate so that Franchisor may lawfully offer the then-current form of Successor Franchise Agreement. Any timeframes specified in this Section 5.3 shall be inclusive of any state mandated notice periods.

5.4 Additional Reservation of Rights. Notwithstanding anything herein to the contrary, Franchisor reserves the right not to enter into a Successor Franchise Agreement for this Franchise as a result of a decision to withdraw from the Territory in which Franchisee's Franchised Business is located.

6. FEES

6.1 Initial Franchise and Royalty Fee. As part of the consideration for the right to operate the Franchise granted herein, Franchisee shall pay to Franchisor the following fees:

6.1.1 Initial Franchise Fee. Franchisee acknowledges and agrees that the grant of this Franchise and the rights and obligations of the parties under this Agreement constitute the sole and only consideration for the initial franchise fee ("Initial Franchise Fee") of:

☐(a) Eighteen Thousand Dollars ($18,000) for a territory with a population of 120,000 – 250,000 (Level 1); or

☐(b) Fourteen Thousand Dollars ($14,000) for a territory with a population of up to 120,000 (Level 2).

The Initial Franchise Fee is fully earned at the time this Franchise Agreement is signed and is not refundable under any circumstances. Franchisee shall pay the full amount of the Initial Franchise Fee to Franchisor upon Franchisee's execution of this Agreement.

6.1.2 Royalty Fee. Franchisee agrees to pay Franchisor, monthly throughout the Term, a royalty fee equal (i) to eight percent (8%) of the Gross Revenue, as hereinafter defined, realized from the Franchised Business and from any other revenues received using Franchisor's methods, operations and/or trade secrets or (ii) the following minimum monthly royalty based on the Territory population, whichever is greater (the "Royalty Fee"):

Month	Level 1 Population of 120,001 to 250,000	Level 2 Population of up to 120,000
0 - 12	$150	$75
13 - 24	$250	$125
25 - 36	$350	$175
37+	$450	$225

In the event that the Territory has a population greater than 250,000, the applicable minimum royalty for Level 1 shall increase proportionately based on the population of the territory. The adjusted minimum royalty will be calculated by dividing the total population of the territory by 250,000 and multiplying the resulting factor by the applicable Level 1 minimum royalty for the applicable months of operation.

Notwithstanding the foregoing, Franchisee shall not be required to pay the applicable minimum monthly royalty fee for the months of June and July of each calendar year, provided that Franchisee satisfies the Minimum Enrollment Quota during the Teams of Tomorrow season, defined as the period from August through May. In the event Franchisee fails to satisfy the Minimum Enrollment Quota, Franchisee shall be required to pay the applicable minimum monthly royalty fee for June and July in accordance with this Agreement. Franchisor's determination of whether the minimum enrollment quota has been satisfied shall be made in accordance with the standards and reporting procedures set forth in this Agreement or the Operations Manual.

The term "Gross Revenue" includes all revenues and income from any source derived or received by Franchisee from, through, by or on account of the operation of the Franchised Business or made pursuant to the rights granted hereunder, including but not limited, any and all other revenues received using Franchisor's methods, operations and/or trade secrets whether received in cash, in services, in kind, from barter and/or exchange, on credit or otherwise. Gross Revenue is calculated on a cash basis. Gross Revenue shall not include (i) any sales tax or similar taxes collected from clients and turned over to the governmental authority imposing the tax, (ii) properly documented refunds to clients, or (iii) properly documented promotional discounts (i.e. coupons).

6.1.3 Gross Revenue Reports. Franchisee shall accurately and regularly maintain and update all Gross Revenue information within the computer system and Teams of Tomorrow portal (the "Computer System") required by Franchisor for operation of the Franchised Business and shall submit

report showing Franchisee's Gross Revenue at or from the Franchised Business and/or made pursuant to the rights granted hereunder during the immediately prior calendar month (the "Gross Revenue Report") in such form and at such times as Franchisor may reasonably require. Franchisor may, at its option, extract or pull Franchisee's Gross Revenue report from the Computer System on a monthly basis for the immediately preceding month, in which case Franchisee shall have no separate obligation to submit such report. The Gross Revenue Report shall be in such form and shall contain such information as Franchisor may from time to time prescribe. Franchisee shall ensure that all information contained in the Computer System is complete, current, and accurate at all times.

6.1.4 Method of Payment. Franchisee shall, on or before the fifteenth (15th) day of each month, pay Franchisor the Royalty Fee, the Brand Fund Contribution (as defined and more particularly described in Article 12), and the System Technology Fee (as defined and more particularly described in Section 6.2) then due. At Franchisor's request, Franchisee must execute documents, including but not limited to, the Authorization set forth in Attachment 4, that allow Franchisor to automatically take the Royalty Fee, Brand Fund Contribution and System Technology Fee due, as well as other sums due Franchisor, from business bank accounts via electronic funds transfers or Automated Clearing House ("ACH") payments. Franchisee's failure to allow electronic funds transfers or ACH payments on an ongoing basis is a material breach of this Agreement. If Franchisee fails to timely report Gross Revenue or fails to timely update the Gross Revenue information on the Computer System, then, in addition to a late fee and interest pursuant to Sections 6.3 and 6.4 hereof, Franchisor shall collect one hundred twenty percent (120%) of the last Royalty Fee and Brand Fund Contribution payable. Franchisor shall reconcile amounts when Gross Revenues are reported.

6.2 System Technology Fee. Franchisee shall pay Franchisor a monthly system technology fee, in an amount that Franchisor reasonably determines, for the development, adoption and/or use of new or improved internal systems technology for the benefit of the System and Franchised Business, including but not limited to, email addresses required for use in the Franchised Business, a franchise portal, benchmarking platform or other operations or communications systems ("System Technology Fee"). In Franchisor's sole discretion, Franchisor may (i) incorporate different technology in the System or (ii) replace the technology with different technology, developed by Franchisor or a third-party, and Franchisee shall pay the then-current fees for the replacement technology and for continuous access thereto. Franchisee shall pay the System Technology Fee in the manner and frequency as reasonably determined by Franchisor. At Franchisor's option, Franchisee shall pay third-party vendor(s) directly for internal systems technology provided or required pursuant to this Section 6.2.

6.3 Late Fee. If the Royalty Fee, Brand Fund Contribution, System Technology Fee, other fee payable hereunder, or any Gross Revenue Reports or other financial reports are not received by Franchisor as required by this Agreement, Franchisee shall pay to Franchisor, in addition to the overdue amount, a late fee of One Hundred Fifty Dollars ($150.00). This late fee is reasonably related to Franchisor's costs resulting from the delay in payment and/or receipt of any report, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement for Franchisee's failure to pay fees due and/or submit Gross Revenue Reports in accordance with the terms of this Agreement.

6.4 Interest. Any and all amounts that shall become due and owing from Franchisee to Franchisor under the terms hereof shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum or at the highest rate permitted by law, whichever is lower.

6.5 Insufficient Funds Fee. In the event any of Franchisee's checks are returned, or an electronic funds transfer from Franchisee's bank account is denied, for insufficient funds, Franchisee shall pay Franchisor, in addition to the amount due, an insufficient funds fee of Fifty Dollars ($50.00) per occurrence. This insufficient funds fee is reasonably related to Franchisor's costs resulting from the delayed

and declined payment, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement.

6.6 Taxes. If any withholding, sales, excise, use, privilege or other tax (excepting Franchisor's income tax obligation) ("Tax Charge") is imposed or levied by any government or governmental agency on Franchisor or Franchisee for any fee due and payable under this Agreement, including but not limited to, the Royalty Fee, System Technology Fee, and/or Brand Fund Contribution (for the purpose of this Section 6.6, such fees shall be referred to as a "Taxable Payment"), then Franchisee shall pay Franchisor a sum equal to the amount of the Tax Charge, together with the Taxable Payment, such that the net sum received by Franchisor equals the amount of the Taxable Payment without deduction, withholding, payment or application of the Tax Charge.

6.7 Shipping Fee for Franchisor-Supplied Items. Franchisee shall pay all shipping costs for products, materials, and supplies provided by Franchisor, plus a handling fee equal to twenty percent (20%) of such shipping costs. Franchisee shall pay these amounts at the time and in the manner specified by Franchisor.

7 TRAINING

7.1 Initial Training Program. Franchisee (specifically including all Franchisee's principals) shall attend and complete to Franchisor's sole and absolute satisfaction, Franchisor's initial training program ("Initial Training Program") at the first available offering of such Initial Training Program following the Effective Date, and in any event within such time period as Franchisor may designate. Franchisor currently offers the Initial Training Program once annually in June; however, Franchisor reserves the right to modify the timing and frequency of such program in its discretion from time to time. The Initial Training Program consists of a course conducted virtually and/or in-person at Franchisor's headquarters or another site designated by Franchisor. Franchisee must at all times during the term of this Agreement have principals who have successfully completed the Initial Training Program to Franchisor's sole and complete satisfaction. Up to three (3) individual(s) shall attend the Initial Training Program prior to opening the Franchised Business ("Initial Trainees"). The fee for the Initial Training Program is currently Three Hundred Fifty Dollars ($350.00) for the first attendee and One Hundred Dollars ($100.00) for each additional attendee, for up to two (2) additional attendees; provided, however, that Franchisor reserves the right to modify such training fee from time to time in its sole discretion. Notwithstanding the foregoing, Franchisee shall be required to pay all of the expenses of the Initial Trainees, including, without limitation, costs of travel, lodging, meals and wages.

7.2 Satisfactory Completion. Franchisor shall determine, in Franchisor's sole discretion, whether the Initial Trainees have satisfactorily completed the Initial Training Program. If the Initial Training Program is not satisfactorily completed by the Initial Trainees, or if Franchisor, in Franchisor's reasonable business judgment based upon the performance of the Initial Trainees, determines that the Initial Training Program cannot be satisfactorily completed by Franchisee or Franchisee's Principal(s), Franchisor may terminate this Agreement.

7.3 Additional Training. Franchisor may offer mandatory and/or optional additional training programs from time to time and as may be set forth in the Manual. If required by Franchisor, Franchisee or Principal(s) shall participate in additional training, which includes on-going and refresher training for up to three (3) days per year and/or an annual national business meeting or convention for up to an additional three (3) days per year, at location(s) designated by Franchisor. Franchisor reserves the right to impose a reasonable fee for all additional training programs. **Franchisee hereby authorizes Franchisor to take payment of additional training program fees, at Franchisor's option, through electronic funds transfer or ACH payment**. Franchisee shall be responsible for any and all incidental expenses incurred

by Franchisee or Franchisee's personnel in connection with additional training or attendance at Franchisor's national business meeting or annual conference, including, without limitation, costs of travel, lodging, meals, and wages. Franchisee's failure to attend and/or complete mandatory additional training or failure to attend Franchisor's national business meeting or annual convention is a material default of this Agreement. Franchisee or Principal(s) shall be required to (i) pay the tuition or registration fee regardless, as a non-attendance fee, and (ii) obtain any missed mandatory additional training at a location Franchisor designates. Franchisee shall pay all costs and expenses for such missed additional training, including but not limited to, tuition at the then-current rate and any and all transportation, meals and lodging of Franchisee, Franchisee's principal, and Franchisor's training personnel. Franchisee shall pay to Franchisor any incurred expenses by Franchisor's training personnel within ten (10) days of Franchisor's billing thereof to Franchisee.

7.4 In-Territory Remedial Training. Upon Franchisee's reasonable request or as Franchisor shall deem appropriate, Franchisor shall, during the Term hereof, subject to the availability of personnel, provide Franchisee with additional trained representatives who shall provide in-Territory remedial training and assistance to Franchisee or Franchisee's personnel. For any additional on-site training and assistance, Franchisee shall pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals.

7.5 Counseling and Assistance. In addition to visits by Franchisor's field representatives, as Franchisor deems appropriate, Franchisor shall, within reasonable limits and subject to the availability of Franchisor's personnel, upon Franchisee's request and at no charge, unless such assistance is provided in-person pursuant to Section 7.4, furnish consultation and assistance to Franchisee, either in person or by telephone, video conference, email or postal service, as determined by Franchisor, in Franchisor's sole discretion, with respect to the operation of the Franchised Business, including consultation and advice regarding marketing, operational issues, bookkeeping, and System improvements.

8. OPENING REQUIREMENTS

8.1 Site Requirements. Franchisee is hereby permitted to conduct the administrative aspects of the Franchised Business from a home-based office, provided that such office is dedicated, private, insulated from noise and other interruption, and has an adequate area to securely store Franchisee's inventory, equipment and supplies. Franchisee acknowledges and agrees that the rendering of Teams of Tomorrow services may occur only at schools or at community or recreational facilities with whom Franchisee has contracted to provide such services. Franchisee shall not purchase, lease, or otherwise acquire any location for the Franchised Business without first obtaining Franchisor's prior written approval for the location. Franchisor's approval shall not be unreasonably withheld. In determining whether to approve a proposed location, Franchisor may consider factors relating to the reputation, image, proximity to another outlet in the System, and standards of the System, including whether the location or surrounding area could adversely affect the System's brand.

8.2 Time to Open. Franchisee acknowledges that time is of the essence in this Agreement. Upon Franchisee's compliance with the conditions stated below, Franchisee shall open the Franchised Business, which shall be defined herein as the "Opening Date". Prior to the Opening Date, Franchisee shall (i) satisfactorily complete Franchisor's Initial Training Program, as further set forth in Article 7, (ii) outfit a home-based office, (iii) obtain all required licenses and insurance to operate the Franchised Business, (iv) obtain all inventory, equipment and supplies Franchisor requires, and (v) provide Franchisor with requested executed ACH Authorization and/or other documents as required by this Agreement and the Manual. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from opening for business. Franchisee's failure to open the Franchised Business and commence business (i) in accordance with the foregoing and (ii) by the August 1 or January 1 immediately following

Franchisee's completion of the first available Initial Training Program scheduled by Franchisor after the date of this Agreement, unless otherwise extended by Franchisor, shall be deemed a material event of default under this Agreement..

8.3 No Relocation. Franchisee's rights to operate the Franchised Business shall be limited to the Territory set forth in Attachment 2, and no other. Franchisee shall not relocate the office of the Franchised Business at any time without Franchisor's written approval, which Franchisor will not unreasonably withhold.

9 FRANCHISOR'S OBLIGATIONS

Franchisor and/or its designated representative will provide the services described below:

9.1 Territory Determination. Designate mutually-agreed upon boundaries of the Territory, by description and/or mapped boundaries, and set forth same in Attachment 2 attached hereto and incorporated herein.

9.2 Operations Manual. Access to the Manual and such other manuals and written materials as Franchisor may hereafter develop for use by franchisees, as the same may be revised by Franchisor from time to time. Such documents may be provided electronically or via the Internet, at Franchisor's sole and absolute discretion.

9.3 Pre-Opening Purchases. A list of equipment, supplies, and products that will be required and/or recommended to open the Franchised Business for business.

9.4 Proprietary Curricula. Deliver to Franchisee curriculum packages throughout the Term for each new program session, following Franchisee's payment therefor.

9.5 Webpage. Following Franchisee's payment therefor, set up a Franchisee-dedicated webpage within Franchisor's Website that includes Franchisee's service areas and contact information;

9.6 List of Supplies/Suppliers. Make available from time to time, and amend as deemed appropriate by Franchisor, a list of required and/or recommended products and services for System franchisees and a list of approved and/or recommended suppliers of such items. Franchisee acknowledges that Franchisor or Franchisor's affiliate(s) may be the sole approved supplier(s) of certain products and services that Franchisee is required to purchase to operate the Franchised Business.

9.7 Training. The training programs specified in Article 7 herein.

9.8 On-Going Assistance. Post-opening assistance in accordance with the provisions of Article 7.

9.9 Marketing Efforts. Administration of a Brand Fund in accordance with Section 12.3 and other marketing efforts, as Franchisor determines in its sole discretion, including but not limited to, creation of marketing templates, marketing via the Website (as described in Section 11.8), direct mail marketing, and/or social media. Franchisor makes no representation or warranty that Franchisor's marketing activities will be successful or will yield any particular level of sales for Franchisee. Franchisee hereby waives any and all claims against Franchisor and Franchisor's affiliates related to marketing activities and the success, or lack of success, of marketing efforts by Franchisor made on behalf of Franchisee in the Territory.

10 FRANCHISEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 Best Efforts. Franchisee, including each Principal, covenants and agrees that he or she shall make all commercially reasonable efforts to operate the Franchised Business so as to achieve optimum sales.

10.2 Corporate Representations. If Franchisee is a corporation, partnership, limited liability company, or other legal entity, Franchisee and each Principal represent, warrant and covenant that:

10.2.1 The Franchisee entity is duly organized and validly existing under the state law of its formation;

10.2.2 Attachment 5 of this Agreement accurately reflects all individuals with an ownership interest, whether direct or beneficial, in the Franchisee entity;

10.2.3 The Franchisee entity is duly qualified and is authorized to do business in the jurisdiction of the Territory;

10.2.4 The Franchisee entity's organizational documents shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the Franchise granted herein, unless otherwise consented to in writing by Franchisor, which consent may be withheld by Franchisor in Franchisor's sole discretion; and

10.2.5 The execution of this Agreement and the consummation of the transactions contemplated hereby are within Franchisee's power and have been duly authorized by Franchisee.

10.2.6 Any financial statements and tax returns provided to Franchisor shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of the statements or returns, whether accrued, unliquidated, absolute, contingent or otherwise, that are not reflected as liabilities.

10.2.7 The Principal designated on Attachment 5 has full authority to communicate to Franchisor decision-making on behalf of Franchisee, notwithstanding any deadlock or tie-breaking mechanism set forth in the Franchisee entity's organizational documents ("Designated Principal"). All communications to Franchisor by the Designated Principal shall be binding upon the Franchisee entity and all Principals and such communications may be relied upon by Franchisor, without the need for independent verification. Franchisee and all Principals shall indemnify and hold harmless Franchisor from any claims arising from Franchisor's reliance on communications by the Designated Principal.

10.3 Financial Information. Any financial statements and tax returns provided to Franchisor shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of the statements or returns, whether accrued, unliquidated, absolute, contingent or otherwise, that are not reflected as liabilities.

10.4 Spouse Guaranty. If any Principal is a married individual and the Principal's spouse has not executed this Agreement, such Principal shall cause his or her spouse to personally execute and bind himself or herself to the terms of a Guaranty, in the form attached as Attachment 6 hereof.

10.5 Personal Management.

10.5.1 Franchisee and/or a Principal with at least ten percent (10%) ownership in the Franchise shall personally supervise and manage the operation of the Franchised Business. Franchisee accepts full responsibility for, and shall be fully liable to, Franchisor for the acts and omissions of any and all agents, employees or third persons working for or with Franchisee. Franchisee shall ensure that its agents, employees and all third-party business affiliates observe and adhere to all applicable terms, conditions and restrictions contained in this Agreement and in the Manual, including but not limited to quality and service standards, confidentiality, non-competition, and the agreement to return all Franchisor proprietary and confidential information. Any breach of a term or condition contained in this Agreement by an agent, employee or third party working for Franchisee shall be deemed to be the same as a direct breach by Franchisee and Principal(s), and Franchisor shall have all the same rights and remedies as if the breach occurred through the direct acts or omissions of Franchisee and/or Principal(s). Franchisee's agents, employees and third-party business affiliates shall further meet all Franchisor's standards and criteria for such individual(s), as set forth in the Manual.

10.5.2 Only with Franchisor's prior written approval, Franchisee may appoint a non-owner manager ("Manager") to direct the day-to-day operation of the Franchised Business; provided, however, Franchisee shall remain at all times ultimately responsible for ensuring that the operation of the Franchise complies with Franchisor's standards and all provisions of the Manual and this Agreement. The Manager shall, during the entire period he or she serves as Manager:

10.5.2.1 meet Franchisor's standards and criteria for such individuals, as set forth in the Manual or otherwise in writing by Franchisor, and shall be an individual otherwise acceptable to Franchisor, in its sole discretion;

10.5.2.2 devote his or her full time and best efforts to the management of the Franchised Business and may not engage in any other competitive business activity without the Franchisor's consent, which may be withheld in Franchisor's sole discretion; and

10.5.2.3 satisfy some or all of the Initial Training Program, as determined by Franchisor, at Franchisee's sole cost and expense, including but not limited to, payment of the then-current tuition therefor.

10.5.3 Franchisee shall promptly notify Franchisor when any employee, agent or third-party affiliate previously granted access to Franchisor's proprietary or confidential information ceases to be employed or affiliated with Franchisee, so that any and all access rights to Franchisor proprietary or confidential information may be terminated and all such materials returned to Franchisor. Any failure by Franchisee to comply with the requirements of this Section shall be deemed a material event of default under this Agreement.

10.5.4 If, at any time during this Agreement, Franchisee, Principal or a Manager can no longer personally manage the Franchised Business in accordance with this Agreement, Franchisee shall promptly notify Franchisor and designate, with Franchisor's prior approval, a replacement manager within thirty (30) days after Franchisee, Principal, or Manager ceases to serve, such replacement being subject to the same qualifications required by this Agreement. Franchisee's replacement manager shall attend and satisfactorily complete Franchisor's Initial Training Program, at Franchisee's sole cost and

expense, including the payment of the then-current tuition therefor. Franchisor, in Franchisor's sole discretion, may provide interim management support and charge Franchisee an interim management support fee, at the then-current rate, until an approved replacement manager is properly trained or certified in accordance with Franchisor's requirements. Payment of such interim management support fee, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by Franchisor, shall be withdrawn from Franchisee's designated bank account in accordance with Section 6.1.4.

10.6 Legal Compliance. Franchisee shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business. Such laws, rules and regulations shall include, without limitation, licenses to do business, fictitious name registrations, sales and other tax permits, certificates or licenses required by any industry regulatory agency or association and any other requirement, rule, law or regulation of any federal, state or local jurisdiction.

10.7 Claims and Potential Claims. Franchisee shall notify Franchisor in writing within three (3) days of any incident or injury that could lead to, or the actual commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which in any way relating to or affecting the operation or financial condition of the Franchised Business. Any and all media inquiries concerning the Franchised Business, including, but not limited to, the business operation and incidents and occurrences related to a client or employee, shall be referred to Franchisor. Neither Franchisee, Franchisee's employees nor anyone on Franchisee's behalf may comment to any broadcast medium, except as directed by Franchisor.

10.8 Assignment of Numbers and Listings. Franchisee shall execute such forms and documents, including the Internet Advertising, Social Media, Software, and Telephone Listing Agreement contained in Attachment 7 hereof, to appoint Franchisor its true and lawful attorney-in-fact, with full power and authority, for the sole purpose of assigning to Franchisor, Franchisee's telephone numbers, listings, and passwords and administrator rights for all email and social media accounts used or created by Franchisee. Upon the expiration or termination of this Agreement, Franchisor may exercise its authority, pursuant to such documents, to obtain any and all of Franchisee's rights to the telephone numbers of the Franchised Business and all related telephone directory listings and other business listings, and all Internet listings, domain names, Internet advertising, websites, listings with search engines, electronic mail addresses, social media, or any other similar listing or usages related to the Franchised Business.

10.9 Access to Tax Filings. Upon execution of this Agreement, and at any time thereafter upon Franchisor's request, Franchisee shall execute such forms and documents as Franchisor deems necessary, to appoint Franchisor its true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by Franchisee with any state or federal taxing authority.

10.10 Continuing Obligation. Franchisee and each Principal acknowledge and agree that the representations, warranties, and covenants set forth in this Article 10 are continuing obligations of Franchisee and each Principal, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Franchisee and each Principal shall cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties, and covenants.

11 FRANCHISEE'S OPERATIONS

11.1 Operation of Franchised Business. To maintain the highest degree of quality and service on a uniform System-wide basis, Franchisee shall operate the Franchised Business in conformity with the methods, standards and specifications prescribed by Franchisor. Franchisee agrees to comply with the Manual, as it is modified from time to time, and all directives, rules and procedures specified by Franchisor, and will, among other things:

11.1.1 Procure the necessary licenses or permits to allow the operation of the Franchised Business and otherwise comply with all applicable governmental laws, ordinances, rules and regulations;

11.1.2 Procure a facilities use agreement or other occupancy rights agreement, on commercially reasonable terms and in accordance with the policies of the applicable school district or community or recreational facility, for each school or facility where Franchisee offers Teams of Tomorrow services and products;

11.1.3 Use only the equipment, supplies, products, and curricula that conform with Franchisor's specifications and/or which shall be purchased from only those vendors designated and approved by Franchisor. Franchisee further shall maintain and make any and all repairs and upgrades to equipment, furniture, and supplies as Franchisor requires. Franchisee acknowledges and agrees that: (i) Franchisor and/or Franchisor's affiliate may be a designated supplier or sole approved supplier of any product or service that Franchisee is required to lease or purchase, (ii) Franchisor and/or Franchisor's affiliate may receive payment from supplier(s) related to Franchisee's required purchases or leases, and (iii) any payments so received are for Franchisor's benefit only and may be used or applied in any manner determined by Franchisor in Franchisor's sole and absolute discretion;

11.1.4 Use only those instructional methods, and provide educational instruction and enrichment, in strict accordance with Franchisor's methods and specifications, including but not limited to, Franchisor's venue selection criteria, curricula content and format, approved educational and enrichment materials, and cancellation and weather-related policies. Franchisee acknowledges and agrees that any use by Franchisee of any unauthorized instructional method, curricula, or materials is extremely damaging to the goodwill of the System and the Marks and are a material default of this Agreement;

11.1.5 Conduct sales in accordance with Franchisor's standards and specifications, which shall include offering all System services and products as may be added, deleted, or modified from time to time by Franchisor. Franchisee acknowledges and accepts that Franchisee may only engage in providing System products and services to end-customers. Franchisee is expressly prohibited from selling products or services using Franchisee's school host venues, Franchised Business operations, and/or assets (i) that are not a part of the Teams of Tomorrow System or that are not approved by Franchisor, (ii) outside of Franchisee's school host venues, (iii) on the internet (provided that Franchisee may conduct program registration and payment online through Franchisor's approved platform(s)), or (iv) to dealers and/or distributors for subsequent re-sale. Engaging in such sales shall be a material default of this Agreement;

11.1.6 Timely make all required payments to suppliers and other contractors and creditors of the Franchised Business in accordance with the applicable agreements and provide documentation thereof, as requested by Franchisor;

11.1.7 Employ only qualified individuals who (i) possess all license(s) and/or certification(s) required by the laws and regulations of the Territory, (ii) have successfully completed background checks satisfactory to Franchisor, (iii) maintain current CPR certification, and (iv) maintain personal liability insurance coverage with minimum limits of $1,000,000 per occurrence, and whom Franchisee has trained to provide System goods and services in accordance with Franchisor's standards, which includes but is not limited to, the protection of Franchisor's confidential and proprietary information, and who will at all times enhance Franchisor's brand and conduct themselves in a competent and courteous manner in accordance with this Agreement and the image and reputation of the System. Franchisee shall use its best efforts to ensure that Franchisee's employees maintain a neat and clean appearance and render competent and courteous service to clients of the Franchised Business. Franchisee acknowledges and agrees that poorly trained employees, sloppy or unclean appearances, and incompetent or discourteous service are extremely damaging to the goodwill of the System and the Marks and are a material default of this Agreement;

11.1.8 Maintain, at all times, sufficient personnel to operate the Franchised Business at maximum capacity and efficiency and further ensure that the teacher-to-student ratio does not exceed 1:12.

11.1.9 Permit Franchisor or its agents, to inspect the Franchised Business and any services, products, supplies or equipment, through session attendance or otherwise, to determine whether they meet Franchisor's then-current standards, specifications and requirements. In addition to any other remedies Franchisor may have, Franchisee shall reimburse Franchisor for Franchisor's inspection costs of any item that does not conform to the System standards and specifications;

11.1.10 Display identifying elements of the System in such nature, form, color, number, location and size, and containing such material, as Franchisor may from time to time reasonably direct or approve in writing; and to refrain from using any sign, advertising media or identifying element of any kind to which Franchisor reasonably objects or which has become outdated. Upon giving Franchisee notice of its objection to same or upon termination hereof, Franchisor may at any time enter upon any location to remove any objectionable or non-approved sign, advertising media or identifying element and keep or destroy same without paying therefor or without being deemed guilty of trespass or any other tort; and

11.1.11 Conduct all advertising programs in a manner consistent with Franchisor's standards and specifications, in a manner satisfactory to Franchisor and that will not detract from the reputation of the System or the Marks. In particular, Franchisee shall comply with all applicable federal, state, and local telemarketing, telephone solicitation, do-not-call, text/SMS marketing, and related consumer protection laws, rules, and regulations applicable to the Franchised Business ("Telemarketing Laws"). Such Telemarking Laws include compliance with the Federal CAN-SPAM Act's general rules for commercial email, opt-out rules, and other communication messages and the Telephone Consumer Protection Act, as amended, and compliance with any registration, license, and/or permit requirements. Franchisor may at any time inspect, audit, and review Franchisee's advertising and telemarketing-related procedures, and Franchisee shall, at Franchisee's sole expense, implement any corrective actions that Franchisor's requires.

11.2 Bookkeeping and Reports.

11.2.1 Franchisee agrees to keep and maintain complete and accurate books and records of its transactions and business operations using the accounting procedures and chart of accounts specified by Franchisor. Franchisee agrees to purchase the Computer System and other computer systems specified in Section 11.3 to maintain the records and accounts of the Franchisee to the standards of the

Franchisor. Franchisee acknowledges and agrees that the financial data of Franchisee's Franchised Business (i) is owned by Franchisor, (ii) is Franchisor's Proprietary Information, (iii) may be published in franchise disclosure document(s) issued by Franchisor following the Effective Date hereof, and (iv) may be shared with other franchisees in the System.

11.2.2 Within fifteen (15) days after the close of each calendar quarter and by April 15 following the close of each calendar year in the Term, Franchisee will furnish Franchisor a full and complete written statement of income and expense and a profit and loss statement for the operation of the Franchised Business during said period, together with a balance sheet for the Franchised Business, all of which shall be prepared in accordance with generally accepted accounting principles and practice. Franchisee's annual statements and balance sheets shall be prepared by an independent certified public accountant and certified to be correct.

11.2.3 The financial statements required hereunder shall be in such form and contain such information as Franchisor may from time to time reasonably designate. Franchisee must maintain complete financial records for the Franchised Business for at least seven (7) years from their date of preparation.

11.2.4 Franchisor reserves the right to require Franchisee to engage the services of a third-party accounting services firm, designated and approved by Franchisor, in the event that (i) Franchisee fails to keep books and records in accordance with Franchisor's standards or (ii) Franchisor, in its sole discretion, determines that use of a third-party accounting services firm by all System franchisees is beneficial to the System.

11.2.5 Franchisor shall have the right at all reasonable times to examine, at its expense, Franchisee's books, records, and tax returns. If Franchisor's examination finds an understatement of any Gross Revenue Report, Franchisee shall pay Franchisor the amounts due together with interest thereon at the rate provided herein. Additionally, if Franchisee (i) had failed to timely submit Gross Revenue Reports twice or more within a twelve (12)-month period or (ii) understated Gross Revenue by two percent (2%) or more, Franchisee shall reimburse Franchisor for the cost of such examination. Such understatement may be considered a material default hereunder. Two (2) such understatements during the term of this Agreement may, at the option of Franchisor, be considered an incurable default and thereby subject to termination as provided herein.

11.3 Student Payments, Purchases, and Payment Methods.

11.3.1 Franchisee shall only accept payments from parents through the Franchisor-approved payment systems integrated within the Teams of Tomorrow portal. Franchisee is strictly prohibited from accepting any form of payment outside of the Teams of Tomorrow Portal, including but not limited to Cash App, Venmo, Zelle, PayPal, Square, or any other third-party or peer-to-peer payment platform. All tuition and registration payments must be processed through the Teams of Tomorrow portal to ensure proper reporting, accuracy, compliance, and protection of the System.

11.3.2 Franchisee must accurately reflect the operational payment structure of each center/school within the Teams of Tomorrow portal by properly designating accounts as Standard Parent Pay, Flat Rate, School Pay, or other payment structure as Franchisor may designate in the future, as applicable. Franchisee is responsible for maintaining supporting documentation for these revenue sources, which may include copies of checks, invoices, or other records provided by Flat Rate or School Pay centers. Upon request, Franchisee must provide such records to Franchisor for verification purposes. Failure to properly categorize or document payment arrangements and structures may be treated as inaccurate reporting requiring Franchisor examination and verification and Franchisee shall

reimburse Franchisor for the cost of such examination. If Franchisee fails to properly categorize or document payment arrangements and structures more than two (2) times during the term of this Agreement, it may, at the option of Franchisor, be considered an incurable default and thereby subject to termination as provided herein.

11.3.3 Franchisee shall charge each student an annual registration fee (Registration Fee) in the amount and manner designated by Franchisor from time to time in the Operations Manual or other written policies. The Registration Fee shall be collected upon enrollment. The Registration Fee currently covers the Teams of Tomorrow ball, shirt, prizes, trophy and literature that the students receive. Franchisor reserves the right to: (i) modify, add, or discontinue the products, materials, awards, or other items provided in connection with the Registration Fee from time to time; (ii) adjust the Registration Fee to reflect the cost of providing the applicable items and related program materials, upon written notice to Franchisee; (iii) modify the timing of remittance in accordance with Franchisor's then-current policies and procedures. Franchisee shall collect and remit to Franchisor the designated portion of all Registration Fees in accordance with Franchisor's reporting and remittance requirements.. Registration Fees shall not be included in the calculation of Gross Sales or royalty fees unless otherwise designated by Franchisor in writing.

11.3.4 Further, Franchisee shall charge each student a monthly instructional fee (Instructional Fee). Franchisee may establish its own Instructional Fee; provided, however, that such fee may not exceed any maximum instructional fee established by Franchisor from time to time in the Operations Manual or otherwise in writing. Any minimum or suggested pricing guidelines provided by Franchisor are advisory only. Franchisee retains sole discretion with respect to all pricing below the applicable maximum instructional fee.

11.3.5 Franchisee is required to maintain an inventory of products for resale to students. Products are provided on a deferred payment basis and are not billed until such products are sold, given away, or otherwise removed from inventory. Franchisee shall be responsible for the cost of all such products at the then-current cost determined by Franchisor at the time of sale, giveaway, or removal, and shall make payment in accordance with Franchisor's policies and procedures. Franchisee must record all inventory activity, including sales, giveaways, or other removals, through the Computer System. Products will not be provided to Franchisee if Franchisee's account is past due. Franchisee shall return any unsold inventory items in accordance with Franchisor's instructions by the date specified by Franchisor in the Operations Manual or otherwise in writing. If Franchisee fails to return such items by the specified date, Franchisor may assess a late return fee of $250.

11.4 Computer Systems.

11.4.1 Franchisee, at Franchisee's sole expense, shall install, maintain, update, and upgrade the Computer System and other computer hardware, software, applications and accounts Franchisor requires for the operation of the Franchised Business and shall follow the procedures related thereto that Franchisor specifies in the Manual or otherwise in writing.

11.4.2 Franchisor may require Franchisee, at Franchisee's sole expense, to install and maintain programs, software, and accounts that permit Franchisor to independently and electronically access and retrieve any information stored in Franchisee's Computer System and accounts, including, without limitation, Franchisee's bookkeeping data and information concerning Gross Revenue. Upon Franchisor's request, Franchisee shall execute such documents as Franchisor deems necessary to permit Franchisor to independently and electronically access and retrieve all information stored on Franchisee's Computer System, other systems and payment processing and bookkeeping accounts.

11.4.3 Franchisee may capture customer data only in strict accordance with Franchisor's specifications and only using those technologies and processes that are approved by Franchisor. Franchisee shall comply with Franchisor's data privacy policies, as well as industry standards, Payment Card Industry Data Security Standard, and applicable law regarding the collection, storage, disclosure, processing, and use of customer data, including, if and when required, providing privacy notices and obtaining customer consents. Notwithstanding, Franchisee is expressly prohibited from selling, sharing, or otherwise disclosing any customer data to any third party for valuable consideration or for the purpose of performing cross-context behavioral advertising.

11.4.4 Any and all data, including client data, collected or provided by Franchisee, retrieved from Franchisee's Computer System, or otherwise collected from Franchisee by Franchisor or provided to Franchisor, is and will be owned exclusively by Franchisor and will be considered to be Franchisor's proprietary and Confidential Information. Franchisor has the right to use such data in any manner (subject to applicable law) without compensation to Franchisee. Franchisor licenses to Franchisee the use of such data solely for the purpose of operating the Franchised Business and in compliance with all data privacy, security, and other applicable laws; provided that, this license shall automatically and irrevocably terminate, without any additional action or notice required by Franchisor, upon the expiration or earlier termination of this Agreement.

11.4.5 Franchisee shall comply with industry standards and applicable law in connection with the collection, storage, disclosure, processing, and use of customer data, including, if required under applicable law, providing all necessary privacy notices and obtaining consents from customers to use of the customer data. Franchisee shall comply with all laws and regulations relating to data protection, privacy and security, including data breach response requirements, as well as data privacy and security policies, procedures, and other requirements Franchisor may periodically establish ("Privacy Laws").

11.4.6 Franchisee shall not sell, share, make available, or otherwise disclose any customer data to any third party for valuable consideration or for the purpose of performing cross-context behavioral advertising. Franchisee warrants and represents that it shall not transmit or cause any other party to transmit advertisements or solicitations via e-mail, SMS text message, or other electronic media without first obtaining Franchisor's written consent as to both the content and Franchisee's plan for transmitting such advertisements. Franchisee shall be solely responsible for compliance with all laws pertaining to e-mails, including, but not limited to, the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003"), and to use of automatic dialing systems, SMS text messages, and artificial or prerecorded voice messages, including but not limited to the Telephone Consumer Protection Act of 1991 ("TCPA"), as amended from time to time. Franchisee shall comply with the Fair and Accurate Credit Transactions Act (FACTA) and all other consumer protection laws and regulations.

11.4.7 Franchisor has the right, but not the obligation, to create data protection and securities policies. If created, Franchisee shall comply with all such policies as described in the Manual, which may be supplemented, modified, or amended from time to time in Franchisor's sole discretion upon thirty (30) days' notice to Franchisee.

11.4.8 Franchisee shall notify Franchisor immediately of any suspected data breach at or in connection with the Franchised Business and shall fully cooperate with Franchisor and its counsel. Franchisee is responsible for any financial losses incurred or remedial actions required as a result of breach of Privacy Laws, security, or unauthorized access to customer data in its control or possession, including but not limited to, costs associated with preparing and sending legally-required notifications to affected individuals, regulators and attorneys general, engagement of information technology consultants, public relations, and other similar crisis management services, legal and accounting fees

and expenses associated with Franchisor's investigation of and response to the data breach, and costs for credit reporting services that are associated with legally required notifications or are advisable under the circumstances.

11.4.9 From time to time during the Term, Franchisor may require Franchisee, at Franchisee's sole expense, to enter into software license agreements in the form that Franchisor requires for software Franchisor develops, acquires, or requires for use in the System.

11.4.10 Franchisee shall have and maintain adequate hardware and software to access the internet at the speed required by Franchisor from time to time. Franchisee shall use the electronic mail account provided by Franchisor. Franchisee shall promptly read and respond to all electronic mail related to the Franchised Business no less often than on a daily basis and shall accept and acknowledge receipt of all electronic mail sent by Franchisor. Franchisee shall not establish any website or other listing on the internet except as provided and specifically permitted herein.

11.4.11 Franchisor has established a website that provides information about the System and the services and products offered by the Teams of Tomorrow System (the "Website"). Franchisor has sole discretion and control over the Website. Franchisor shall include a listing on its Website with Franchisee's contact information, and may, at Franchisor's option and Franchisee's cost, provide Franchisee with a linked webpage for the Franchised Business. Franchisee has no ownership or other proprietary rights to Franchisor's Website and Franchisee will lose all rights to such listing and/or webpage of Franchisee's outlet upon expiration or termination of this Agreement for any reason.

11.4.12 In addition to Franchisee's obligation pursuant to Section 6.2 hereof, Franchisee shall pay all other fees, whether to Franchisor or to third party vendor(s), and expenses for technology required by this Agreement, including but not limited to, the costs of computer hardware and software, regularly recurring fees for software and Internet access, license fees, help desk fees, and any other licensing or user-based fees for operations or communications hardware, software, programs, and applications.

11.4.13 Franchisee is solely responsible for maintaining the security and integrity of the computer and payment processing systems used in the Franchised Business and the customer and other data stored therein and shall comply with all data protection, privacy, or security laws as well as then-current Payment Card Industry Data Security Standard of the PCI Security Standards Council (PCI-DSS).. Franchisee, at Franchisee's sole cost and expense, shall implement all computer hardware, software and internet security procedures, including required updates or upgrades thereto, that are reasonably necessary to protect Franchisee's computer and payment processing systems and the data stored therein from viruses, malware, privacy breaches or other unauthorized access. Franchisee shall notify Franchisor immediately of any actual or suspected data breach of Franchisee's computer systems and shall, at Franchisee's sole expense, cooperate fully with Franchisor and Franchisor's counsel to investigate the data breach and implement remedial measures. Franchisee shall defend, indemnify, and hold harmless Franchisor for any and all costs, expenses, and/or attorney's fees incurred in connection with the data breach, including but not limited to, costs associated with legal notifications, credit monitoring, and crisis management services.

11.5 Safety and Security. Franchisee is solely responsible for the safe and secure operation of the Franchised Business and the services provided thereby for Franchisee, Franchisee's personnel, clients, agents, and the general public. Franchisee shall conduct a background review of every prospective employee's criminal history and any other histories (such as motor vehicle, employment and/or credit histories) that Franchisee determines to be necessary and appropriate, prior to hiring. Notwithstanding the foregoing, all matters of employment and the safety of Franchisee's clients are within Franchisee's discretion and control. Franchisor

shall not be liable to Franchisee, any employee or prospective employee of Franchisee, or any third party for any act or omission of Franchisee or any employee or agent of Franchisee, and Franchisee's indemnification obligations set forth in Section 14.6 hereof shall apply to any claims, demands or actions against Franchisor arising from any act or omission of Franchisee or any employee or agent of Franchisee, including, without limitation, refusal to hire or discrimination claims or claims asserted by third parties for torts allegedly committed by any employee or agent of Franchisee.

11.6 Prices. Subject to applicable law, Franchisor may set advertised and/or maximum prices for System services and products. Franchisee shall have the right to provide services and sell products at any price through promotional discounts. If Franchisee elects to offer services and products at a price recommended by Franchisor, Franchisee acknowledges that Franchisor has made no guarantee or warranty that offering such services or products at the recommended price will enhance Franchisee's sales or profits.

11.7 Unapproved Item/Suppliers. If Franchisee desires to purchase, lease, or use any unapproved equipment, product, or service or to purchase, lease, or use any equipment, product or service from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval prior to utilizing such product, service or supplier. Franchisee shall not purchase or lease any item or use any supplier until and unless such item or supplier has been approved in writing by Franchisor. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities and to test or otherwise evaluate samples from the supplier. Franchisor reserves the right to charge Franchisee, whether or not Franchisee's proposed item or supplier is approved, a fee ("Evaluation Fee") equal to the actual cost for inspection and/or testing a proposed new product, service or supplier, not to exceed One Thousand Five Hundred Dollars ($1,500.00), provided that, if the costs of inspection and/or testing are estimated to, or actually exceed, One Thousand Five Hundred Dollars ($1,500.00), Franchisor has the right to summarily disapprove the request. Franchisor shall notify Franchisee whether Franchisor approves or disapproves of the proposed item or supplier within thirty (30) days after Franchisor receives all required information to evaluate the product, service or supplier. Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Nothing in the foregoing shall be construed to require Franchisor to approve any particular item or supplier.

11.8 External Quality Assurance Services. Franchisor reserves the right to establish quality assurance programs conducted by third-party providers, including, but not limited to, mystery shop programs, satisfaction surveys and periodic quality assurance audits ("Quality Review Services"). Upon Franchisor's request and at Franchisee's sole cost and expense, Franchisee shall subscribe, to any such third-party provider for Quality Review Services to monitor the operations of the Franchised Business as directed by Franchisor.

11.9 Operational Standards Violation. Franchisor has established certain operational standards, as set forth in the Manual. Franchisee acknowledges that any deviation from an operational standard constitutes a violation of this Agreement and will require Franchisor to incur incalculable administrative and management costs to address such violation. Accordingly, Franchisee agrees that, to compensate Franchisor for its incalculable administrative and management costs due to Franchisee's operational standard violation, Franchisee shall pay Franchisor an Operational Standards Violation Fee, as set forth in the Manual, for each violation of an operational standard. **Franchisee hereby authorizes Franchisor to take payment of the Operational Standards Violation Fee, at Franchisor's option, through electronic funds transfer or ACH payment.** Franchisor need not give Franchisee a cure opportunity before charging the Operational Standards Violation Fee, and Franchisor's imposition of an Operational Standards Violation Fee does not preclude Franchisor from seeking injunctive relief to restrain any subsequent or continuing violation, formally defaulting and terminating this Agreement or exercising any of Franchisor's rights under this Agreement.

11.10 Franchisee Advisory Council. Franchisor reserves the right to create (and if created, the right to change or dissolve) a franchisee advisory council as a formal means for System franchisees to communicate ideas. In the event a franchisee advisory council is created, Franchisor may invite Franchisee to participate in council-related activities and meetings, which invitation may be based on a franchisee's level of success, superior performance and profitability.

11.11 Variations in Standards. Notwithstanding anything to the contrary contained in this Agreement and this Article 11 in particular, Franchisee acknowledges and agrees that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary performance standards for some franchisees based upon the peculiarities and characteristics of the particular territory or circumstance, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of such particular franchise business. Franchisor has full rights to vary standard specifications and practices for any other franchisee at any time without giving Franchisee comparable rights. Franchisee shall not be entitled to require Franchisor to disclose or grant to Franchisee a like or similar variation.

12 ADVERTISING, PROMOTIONS AND RELATED FEES

12.1 Advertising Programs. Franchisor may from time to time develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all Franchised Businesses operating under the System. Franchisee shall participate in all such advertising and sales promotion programs, at Franchisee's expense, in accordance with the terms and conditions established by Franchisor from time to time for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by Franchisor, as modified from time to time, shall be final and binding upon Franchisee.

12.2 Local Advertising.

12.2.1 In addition to the ongoing advertising contributions set forth herein, and following the expenditures set forth in Section 12.2.3 below, Franchisee shall spend in the Territory no less than One Hundred Fifty Dollars ($150.00) annually on marketing and promotional activities approved by Franchisor (collectively, "Local Advertising"). Franchisor reserves the right to increase Franchisee's minimum Local Advertising expenditure by up to ten percent (10%) annually. Franchisor reserves the right to (i) require Franchisee to engage Franchisor's designated marketing vendor(s) to conduct any part of Franchisee's Local Advertising or (ii) collect some or all of Franchisee's Local Advertising expenditures and implement Local Advertising activities on Franchisee's behalf. Franchisor further may require Franchisee to allocate to an advertising cooperative, as described in Section 12.4, up to fifty percent (50%) of Franchisee's required Local Advertising expenditures. Such allocation will be in partial satisfaction of Franchisee's obligations pursuant to this Section 12.2.1.

12.2.2 The following costs and expenditures incurred by Franchisee shall not be included in Franchisee's expenditures on Local Advertising for purposes of this Section, unless approved in advance by Franchisor in writing: (i) incentive programs for employees or agents of Franchisee; (ii) research expenditures; (iii) salaries and expenses of any of Franchisee's personnel to attend advertising meetings, workshops or other marketing activities; (iv) charitable, political or other contributions or donations.

12.2.3 Notwithstanding any Local Advertising activities conducted by Franchisor or Franchisor's designated marketing vendor(s) in the Territory on Franchisee's behalf, Franchisor makes no representation or warranty that such activities will be successful or will yield any particular level

of sales for Franchisee, and Franchisee hereby waives any and all claims against Franchisor relating thereto.

12.3 Brand Fund.

12.3.1 Franchisor has established a national Brand Fund (the "Brand Fund") on behalf of the System for national advertising, marketing, and business system development and enhancements. Franchisee is required to contribute one-half percent (.5%) of the Gross Revenues generated monthly by Franchisee's Franchised Business to the Brand Fund ("Brand Fund Contribution"); provided, however, that Franchisor may increase the Brand Fund Contribution from time to time up to a maximum of one percent (1.0%) of Gross Revenues. Payments will be made in the same manner and time as the Royalty Fees. If Franchisee fails to timely report Gross Revenues, then, in addition to a late fee and interest pursuant to Sections 6.3 and 6.4 hereof, Franchisor shall collect one hundred twenty percent (120%) of the last Brand Fund Contribution payable. Franchisor shall reconcile amounts when Gross Revenues are reported.

12.3.2 Franchisor shall direct all advertising and marketing programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Brand Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Franchised Businesses operating under the System.

12.3.3 Franchisor may, but has no obligation to, contribute to the Brand Fund on the same basis as Franchisee with respect to Teams of Tomorrow businesses operated by Franchisor or Franchisor's affiliates.

12.3.4Franchisor may use the Brand Fund to satisfy any and all costs of developing, preparing, producing, directing, administering, conducting, maintaining and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns, sales and marketing seminars and training programs of every kind and nature, through media now existing or hereafter developed (including, without limitation, the cost of television, radio, magazine, social media, newspaper and electronic advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; client and franchise system surveys; System-wide franchisee development programs and activities; conducting marketing research, employing advertising agencies to assist therein; developing, enhancing and maintaining the Website, social media platforms, apps, and other technology for the benefit of the Teams of Tomorrow brand image and/or Systemwide improvements; and staff salaries and other personnel and departmental costs for advertising that Franchisor internally administers or prepares). While Franchisor does not intend that any part of the Brand Fund will be used for advertising which is principally a solicitation for franchisees, Franchisor reserves the right to use the Brand Fund for public relations, to explain the franchise system, and/or to include a notation in any advertisement indicating "Franchises Available."

12.3.5 The Brand Fund will be operated solely as a conduit for collecting and expending brand development contributions for the System. The Brand Fund will not be used to defray any of Franchisor's general operating expenses, except for reasonable administrative costs, staff salaries of Brand Fund personnel and overhead that Franchisor may incur in activities related to the administration and direction of the Brand Fund and such costs and expenses pursuant Section 12.3.4. The Brand Fund and its earnings shall not otherwise inure to Franchisor's benefit.

12.3.6 At Franchisee's request, Franchisor will prepare an unaudited annual statement of the Brand Fund's operations and will make it available to Franchisee. In administering the Brand Fund,

Franchisor undertakes no obligation to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's contribution or to ensure that any particular franchisee benefits directly or pro rata from the production or placement of advertising.

12.3.7 Although the Brand Fund is intended to be of perpetual duration, Franchisor may terminate it at any time and for any reason or no reason. Franchisor will not terminate the Brand Fund, however, until all monies in the Brand Fund have been spent for brand development or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

12.4 Regional Advertising. Franchisor reserves the right to establish, in Franchisor's sole discretion, a regional advertising cooperative. If a regional cooperative is established during the term of this Agreement, Franchisee agrees to sign all documents Franchisor requests to become a member of the cooperative according to the terms of the documents. If Franchisor establishes a regional cooperative, Franchisee agrees to contribute amounts equal to Franchisee's share of the total cost of cooperative advertising, in addition to required Brand Fund Contributions.

12.5 Directory Listings and Social Media Accounts. At Franchisee's sole cost and expense, Franchisee must list the Franchised Business in local business directories, including, but not limited to, listings on internet search engines. If feasible, and with Franchisor's prior written approval, Franchisee may do cooperative listings with other System franchisees. Notwithstanding the foregoing, Franchisee shall not maintain any website in association with the Franchised Business (other than the webpage established pursuant to Section 11.3.6 hereof) and shall not maintain any business profile on Facebook, Instagram, Bluesky, X, LinkedIn, YouTube, Threads, Tik Tok, blogs, or any other social media and/or networking site without Franchisor's prior written approval, and use of any social media accounts shall be in strict accordance with Franchisor's requirements. Franchisee shall provide Franchisor with all passwords and administrative rights to any and all social media accounts for the Franchised Business, and Franchisee hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking whatever action as is necessary for the best interest of the System, if Franchisee fails to maintain such accounts in accordance with Franchisor's standards.

12.6 Approval of Advertising. All advertising and promotion by Franchisee, in any medium, shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth in the Manual or otherwise. Franchisee shall submit to Franchisor for approval all proposed advertising, press releases, promotional plans and materials and public relations programs that Franchisee desires to use in any form of media ("Proposed Local Advertising"), including, without limitation, any Proposed Local Advertising in digital, electronic, or computerized form and any Proposed Local Advertising based on a template provided by Franchisor. Franchisee's approval request shall also include the proposed media and duration in which Franchisee intends to broadcast the Proposed Local Advertising. Franchisor shall approve or disapprove such Proposed Local Advertising within ten (10) business days of receipt thereof. If Franchisor fails to respond to Franchisee's submission within ten (10) business days, such Proposed Local Advertising shall be deemed "disapproved". Franchisee shall not use such unapproved Proposed Local Advertising until they have been approved by Franchisor in writing and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Franchisor. Franchisee acknowledges that any approved Local Advertising shall be limited to the specific form, color, content, media, and time period requested and/or set forth in Franchisor's approval notice. If Franchisee desires to (i) modify any aspect of approved Local Advertising, or the medium or duration of broadcast, or (ii) re-use previously approved Local Advertising, whether in the same or different media, after the expiration of the initially approved time period, Franchisee shall submit to Franchisor a new request for approval. Any advertising, marketing or sales concepts, programs or materials proposed or developed by Franchisee for the Teams of Tomorrow brand and approved by Franchisor shall

be owned by Franchisor, and may be used by other System franchisees, without any compensation to Franchisee.

13 INTELLECTUAL PROPERTY

13.1 Ownership.

13.1.1 Franchisee expressly understands and acknowledges that Franchisor and/or Franchisor's affiliate(s) are the record owner of the Marks. Franchisor holds the exclusive right to license the Marks to franchisees of the System for use pursuant to the System. Franchisee further expressly understands and acknowledges that Franchisor and/or Franchisor's affiliate(s) claims copyrights and other proprietary rights on certain material used in the System, including but not limited to the Website, music, documents, instructional materials, curricula, photographs, social media content, advertisements, promotional materials and the Manual, whether or not Franchisor has filed for copyrights thereto with the U.S. Copyright Office. The Marks and copyrights, along with Franchisor's trade secrets, service marks, trade dress and proprietary materials and systems are hereafter collectively referred to as the "Intellectual Property".

13.1.2 As between Franchisor and Franchisee, Franchisor and/or Franchisor's affiliate(s) are the owner of all right, title and interest in and to the Intellectual Property and the goodwill associated with and symbolized by them.

13.2 No Interference. Neither Franchisee nor any Principal shall take any action that would prejudice or interfere with the validity of Franchisor and/or Franchisor's affiliate(s)'s rights with respect to the Intellectual Property. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Intellectual Property or any of Franchisor and/or Franchisor's affiliate(s)'s service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Intellectual Property and the System in accordance with the terms and conditions of this Agreement for the operation of a Franchised Business and only in the Territory or in approved advertising related to the Franchised Business.

13.3 Goodwill. Franchisee understands and agrees that any and all goodwill arising from Franchisee's use of the Intellectual Property and the System shall inure solely and exclusively to the benefit of Franchisor and/or Franchisor's affiliate(s), and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Intellectual Property.

13.4 Validity. Franchisee shall not contest the validity of, or Franchisor and/or Franchisor's affiliate(s)'s interest in, the Intellectual Property or assist others to contest the validity of, or Franchisor and/or Franchisor's affiliate(s)'s interest in, the Intellectual Property.

13.5 Infringement. Franchisee acknowledges that any unauthorized use of the Intellectual Property shall constitute an infringement of Franchisor and/or Franchisor's affiliate(s)'s rights in the Intellectual Property and a material event of default hereunder. Franchisee shall provide Franchisor and/or Franchisor's affiliate(s) with all assignments, affidavits, documents, information and assistance Franchisor and/or Franchisor's affiliate(s) reasonably requests to fully vest in Franchisor and/or Franchisor's affiliate(s) all such rights, title and interest in and to the Intellectual Property, including all such items as are reasonably requested by Franchisor and/or Franchisor's affiliate(s) to register, maintain and enforce such rights in the Intellectual Property.

13.6 Trade Dress Modifications.

13.6.1 Franchisee is aware that to maintain, protect, and improve the image and reputation of the System, Franchisor, in its sole and absolute discretion, may change and modify identifying elements of the System, including but not limited to, the adoption and use of new or modified color schemes, tag lines, logos or trademarks (collectively, "Trade Dress Modifications").

13.6.2 Franchisee shall, at Franchisee's sole expense, modify identifying elements of the Franchised Business, as required by Franchisor, to conform to Trade Dress Modifications, and upon notice by Franchisor shall immediately discontinue the use of any Mark that is no longer desirable or available to Franchisor and substitute a different Mark or Marks as Franchisor directs.

13.6.3 Franchisee will accept, use and display any such Trade Dress Modifications as if they were a part of this Franchise Agreement at the time of execution hereof.

13.6.4 Franchisor shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any Trade Dress Modifications required by this Section 13.6. Franchisee hereby covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party, complaining of any such expenses, losses or damages caused thereby or seeking compensation therefor. Further, Franchisee expressly waives any claims, demands or damages arising from or related to any Trade Dress Modifications, including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

13.7 Franchisee's Use of the Intellectual Property. With respect to Franchisee's use of the Intellectual Property pursuant to this Agreement, Franchisee further agrees that:

13.7.1 Unless otherwise authorized or required by Franchisor, Franchisee shall advertise the Franchised Business only under the Marks "Teams of Tomorrow" and design. Franchisee shall not use the Marks, or any portions, variations, or derivatives thereof, as part of its corporate or other legal name. All fictitious names used by Franchisee shall bear the designation "a franchisee of Teams of Tomorrow Franchise Corporation".

13.7.2 Franchisee shall identify itself as the owner of the Franchised Business and as an independent Teams of Tomorrow franchisee in conjunction with any use of the Intellectual Property, including, but not limited to, uses on invoices, contracts, and receipts.

13.7.3 Franchisee shall not use the Intellectual Property to incur any obligation or indebtedness on behalf of Franchisor.

13.7.4 Any item offered by Franchisee that contains the Marks, must be approved by Franchisor in writing prior to being distributed or sold by Franchisee and such approval may be granted or denied in Franchisor's sole and absolute discretion.

13.7.5 Franchisee shall not use the Intellectual Property in association with the offer or sale of any product or service that is outside of the System or that is not approved by Franchisor.

13.7.6 Franchisee acknowledges that all music, audio tracks, recordings, compositions, playlists, and related audio content provided, licensed, created, or designated by Franchisor for use in connection with the operation of the Franchised Business ("Teams of Tomorrow Music") constitute valuable proprietary and intellectual property rights of Franchisor. Franchisee shall use

Teams of Tomorrow Music solely in connection with the operation and promotion of the Franchised Business and strictly in accordance with this Agreement and any standards, policies, or specifications established by Franchisor from time to time. Franchisee shall not, and shall not permit any employee, contractor, agent, or other person to, sell, resell, sublicense, transfer, distribute, share, copy, reproduce, upload, publish, transmit, display, perform, modify, reverse engineer, or otherwise make Teams of Tomorrow Music available, in whole or in part, to any person or entity outside the Franchised Business without Franchisor's written consent. Franchisee shall not permit any individual or entity outside the Franchise to access, view, download, copy, or reproduce Teams of Tomorrow Music in any form without Franchisor's written consent.

13.7.7 Franchisee shall implement and maintain commercially reasonable administrative, physical, and technical safeguards to protect TOT Music from unauthorized access, copying, disclosure, or use, including ensuring that any device, platform, storage medium, account, or system containing or providing access to Teams of Tomorrow Music is secured and inaccessible to unauthorized persons. Franchisee shall be responsible for all access to and use of Teams of Tomorrow Music occurring through Franchisee's systems, devices, accounts, personnel, or contractors.

13.7.8 Franchisee shall notify Franchisor in writing within twenty-four (24) hours after becoming aware of any actual or suspected unauthorized access to, disclosure of, copying of, misuse of, or compromise of Teams of Tomorrow Music or any system, device, platform, or account containing Teams of Tomorrow Music. Such notice shall include all material details known to Franchisee at the time of notification. Franchisee shall cooperate fully with Franchisor in investigating, mitigating, and remedying any such incident.

13.8 Claims. Franchisee shall notify Franchisor immediately via both email and telephone, of any apparent infringement of or challenge to Franchisee's use of any Intellectual Property and of any claim by any person of any rights in any Intellectual Property. Franchisee shall not communicate with any person other than Franchisor or any designated affiliate thereof, their counsel and Franchisee's counsel in connection with any such infringement, challenge, or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of its affiliates of, any settlement, litigation or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Intellectual Property. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any other person or entity in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Intellectual Property. Franchisor will indemnify and defend Franchisee against and reimburse Franchisee for actual damages (including settlement amounts) for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any of the Intellectual Property that infringes on the rights of any other party, provided that the conduct of Franchisee with respect to such proceeding and use of the Intellectual Property is in full compliance with the terms of this Agreement.

13.9 Franchisor may use and grant franchises and licenses to others to use the Intellectual Property and the System and to establish, develop and franchise other systems, different from the System licensed to Franchisee herein, without offering or providing Franchisee any rights in, to or under such other systems and Franchisor may modify or change, in whole or in part, any aspect of the Intellectual Property or the System, so long as Franchisee's rights thereto are in no way materially harmed thereby.

13.10 Franchisee shall not register or attempt to register the Intellectual Property in Franchisee's name or that of any other person, firm, entity, or corporation.

14 INSURANCE AND INDEMNIFICATION

14.1 Procurement. Franchisee shall procure, prior to the commencement of any operations under this Agreement, and thereafter maintain in full force and effect during the term of this Agreement at Franchisee's sole cost and expense and to Franchisor's sole satisfaction, insurance policies, which shall be primary and non-contributory to any insurance that Franchisor may carry. Franchisee's insurance shall be provided by insurance companies with an A.M. Best rating of not less than A-VII, protecting Franchisee and Franchisor, and naming Franchisor, its officers, directors, partners, owners, employees and affiliates as additional insureds as their interests may appear, in the following minimum limits (except as additional coverage and higher policy limits may reasonably be specified from time to time in the Manual or otherwise in writing):

14.1.1 General Liability. Commercial general liability insurance for bodily injury and property damage, including personal and advertising injury, in the amount of at least One Million ($1,000,000) per occurrence and Five Million ($5,000,000) aggregate, with no exclusion for assault and battery;

14.2 Evidence of Insurance. Franchisee shall deliver to, and maintain at all times with Franchisor, current Certificates of Insurance evidencing the existence and continuation of the required coverages. In addition, if requested by Franchisor, Franchisee shall deliver to Franchisor a copy of the insurance policy or policies required hereunder.

14.3 Failure to Procure. If, for any reason, Franchisee should fail to procure or maintain the insurance required by this Agreement as revised from time to time for all franchisees by the Manual or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge Franchisee for the cost thereof together with an administrative fee of ten percent (10%) for Franchisor's expenses in so acting, including all attorneys' fees. Franchisee shall pay Franchisor immediately upon notice by Franchisor to Franchisee that Franchisor has undertaken such action and the cost thereof.

14.4 Increase in Coverage. The levels and types of insurance stated herein are minimum requirements. Franchisor reserves the right to raise the required minimum requirements for any type of insurance or add additional types of insurance requirements as Franchisor deems reasonably prudent to require. Within thirty (30) days of any such required new limits or types of coverage, Franchisee must submit proof to Franchisor of Franchisee's coverage pursuant to Franchisor's requirements.

14.5 Additional Insured. All required insurance policies shall name Franchisor and its affiliates and their members, officers, agents and employees as additional insureds as their interests may appear, on a primary, noncontributory basis, and shall contain a waiver of rights of subrogation against Franchisor. All public liability policies shall contain a provision that the additional insureds, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss caused by Franchisee or Franchisee's servants, agents or employees.

14.6 Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE AGREES TO EXONERATE AND INDEMNIFY AND HOLD HARMLESS TEAMS OF TOMORROW FRANCHISE CORPORATION AND ITS PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES (COLLECTIVELY REFERRED TO AS THE "FRANCHISOR PARTY INDEMNITEES"), FROM ALL CLAIMS BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO FRANCHISEE'S FRANCHISE AND/OR THE OPERATION THEREOF, INCLUDING

BUT NOT LIMITED TO, ANY CLAIM IN CONNECTION WITH FRANCHISEE'S HOST VENUES OR CLIENTS; FRANCHISEE'S EMPLOYEES OR AGENTS; FRANCHISEE'S COMPUTER SYSTEMS (INCLUDING COMPLIANCE WITH PRIVACY LAWS); OR FRANCHISEE'S ADVERTISING OR BUSINESS PRACTICES. FRANCHISEE AGREES TO PAY FOR ALL OF THE FRANCHISOR PARTY INDEMNITEES 'LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS 'FEES) OR CONCURRENT OR CONTRIBUTING LIABILITY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, INQUIRY (REGARDLESS OF WHETHER THE SAME IS REDUCED TO JUDGMENT OR DETERMINATION), OR ANY SETTLEMENT THEREOF FOR THE INDEMNIFICATION GRANTED BY FRANCHISEE HEREUNDER. THE FRANCHISOR PARTY INDEMNITEES SHALL HAVE THE RIGHT TO SELECT AND APPOINT INDEPENDENT COUNSEL TO REPRESENT ANY OF THE FRANCHISOR PARTY INDEMNITEES IN ANY ACTION OR PROCEEDING COVERED BY THIS INDEMNITY. FRANCHISEE AGREES THAT TO HOLD THE FRANCHISOR PARTY INDEMNITEES HARMLESS, FRANCHISEE WILL REIMBURSE THE FRANCHISOR PARTY INDEMNITEES AS THE COSTS AND EXPENSES ARE INCURRED BY THE FRANCHISOR PARTY INDEMNITEES.

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15 TRANSFERS

15.1 Transfers by Franchisor.

15.1.1 Franchisor shall have the right to assign this Agreement, and all of Franchisor's rights and privileges hereunder, to any person, firm, corporation or other entity, without Franchisee's permission or prior knowledge, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of Franchisor's obligations, the assignee shall expressly assume and agree to perform Franchisor's obligations hereunder. Specifically, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Franchisor may: (i) sell Franchisor's assets and Franchisor's rights to the Marks and the System outright to a third party; (ii) engage in a public or private placement of some or all of Franchisor's securities; (iii) merge, acquire other corporations, or be acquired by another corporation, including competitors; (iv) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring; and (v) with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or relating to the loss of association with or identification of Franchisor. Nothing contained in this Agreement shall require Franchisor to remain in the business franchised herein or to offer the same products and services, whether or not bearing the Marks, in the event that Franchisor exercises its prerogative hereunder to assign Franchisor's rights in this Agreement.

15.1.2 Franchisee agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business 'operators or facilities, and to operate, franchise or license those businesses, operators and/or facilities under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of the operators or facilities (which Franchisee acknowledges may be within the Territory or proximate thereto). However, Franchisor represents that it will not convert any such acquired operators or facilities that are operating within the Territory to a Teams of Tomorrow franchise during the Term of this Agreement.

15.1.3 If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the after-school child enrichment business or to offer or sell any products or services to Franchisee.

15.2 Restrictions on Transfers by Franchisee. Franchisee's rights and duties under this Agreement are personal to Franchisee as it is organized and with the Principal(s) of the business as they exist on the date of execution of this Agreement, and Franchisor has made this Agreement with Franchisee in reliance on Franchisor's perceptions of the individual and collective character, skill, aptitude, attitude, business ability, and financial capacity of Franchisee or Principal(s). Thus, no transfer, as hereafter defined, may be made without Franchisor's prior written approval. Franchisor may void any transfer made without such approval.

15.3 Transfers by Franchisee. Franchisee shall not directly or indirectly sell, assign, transfer, give, devise, convey or encumber this Agreement or any right or interest herein or hereunder (a "Transfer"), the Franchise, the Franchised Business or any assets thereof (except in the ordinary course of business) or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law unless Franchisee first obtains the written consent of Franchisor. A transfer of any stock in Franchisee if it is a corporation or a transfer of any ownership rights in Franchisee if it is a partnership, a limited liability company or limited partnership shall be considered a Transfer restricted hereunder. If Franchisee has complied fully with this Agreement and subject to Franchisor's Right of First Refusal set forth in Section 15.6, Franchisor will not unreasonably withhold its consent of a Transfer that meets the following requirements:

15.3.1 The proposed transferee and all its principals must have the demeanor, and be individual(s) of good character, and otherwise meet Franchisor's then-applicable standards for franchisees.

15.3.2 The transferee must have sufficient business experience, aptitude and financial resources to operate the Franchised Business and to comply with this Agreement;

15.3.3 The transferee has agreed to complete Franchisor's Initial Training Program to Franchisor's satisfaction;

15.3.4 Franchisee has paid all amounts owed to Franchisor and thirdparty creditors;

15.3.5 The transferee has executed Franchisor's then-standard form of Franchise Agreement, which may have terms and conditions different from this Agreement, except that the transferee shall not be required to pay the Initial Franchise Fee;

15.3.6 Franchisee and the transferee and each of Franchisee's and the transferee's Principals shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's officers, directors, shareholders, members and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. Franchisee will agree to subordinate any claims Franchisee may have against the transferee to Franchisor, and indemnify Franchisor against any claims by the transferee relating to misrepresentations in the transfer process, specifically excluding those representations made by Franchisor in the franchise disclosure document given to the transferee;

15.3.7 Franchisor has granted written approval of the material terms and conditions of the Transfer, including, without limitation, that the price and terms of payment will not adversely affect

the Franchised Business's operation. However, Franchisor's approval of a Transfer is not in any way a representation or warranty of the transferee's success or the soundness of transferee's decision to purchase the Franchise on such terms and conditions. Franchisee shall provide Franchisor all proposed transfer documents for Franchisor's review at least thirty (30) days prior to a closing of the proposed Transfer; and

15.3.8 If Franchisee or any Principal finances any part of the sale price of the Transfer, Franchisee or its Principal have agreed that all obligations of the transferee under any notes, agreements or security interests to Franchisee or its Principal will be subordinate to the transferee's obligations to Franchisor.

15.4 Transfer Fee. As a condition to any Transfer, Franchisee shall pay Franchisor a transfer fee equal to twenty-five percent (25%) of the then-current initial franchise fee; provided however, for transfers (i) to an existing Teams of Tomorrow franchisee, the transfer fee is fifteen percent (15%) of the then-current initial franchise fee; (ii) to add a business entity or new shareholder or member of the Franchisee entity and such transfer does not change management control of the Franchise, the transfer fee is Two Thousand Dollars ($2,000.00), and (iii) to a spouse, parent or child upon death or permanent disability of Franchisee or Franchise's Principal, as the case may be, the transfer fee is Two Thousand Dollars ($2,000.00). The transfer fee is due and payable on or before the transferee's execution of the new franchise agreement or assignment of this Agreement.

15.5 Entity Formation Documents. The By-Laws of a corporation or Operating Agreement of a limited liability company of a Franchisee that is an entity must state that (i) the issuance and assignment of any interest in Franchisee are restricted by this Article 15; (ii) Franchisee may conduct no business except the operation of a Franchised Business pursuant to the terms of this Agreement; (iii) transfers of interests in Franchisee are subject to the terms of this Agreement governing transfers; and (iv) stock or member certificates will contain a legend so indicating.

15.6 Franchisor 's Right of First Refusal.

15.6.1 If Franchisee wishes to transfer all or part of its interest in the Franchised Business or this Agreement or if a Principal wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer to purchase such interest, then Franchisee or such Principal shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require.

15.6.2 Franchisor has the right, exercisable by written notice to Franchisee within thirty (30) days after receipt of written notification and copies of all documentation required by Franchisor describing such offer, to buy the interest in this Agreement and the Franchised Business or the Principal's interest in Franchisee for the price and on the terms and conditions contained in the offer, subject to Section 15.6.3.

15.6.3 Franchisee further agrees, in the event Franchisor exercises its right of first refusal, notwithstanding anything to the contrary contained in the offer, that (i) Franchisor may substitute cash for any other form of consideration contained in the offer; (ii) at Franchisor 's option, Franchisor may pay the entire purchase price at closing; (iii) Franchisor 's credit will be deemed equal to the credit of any proposed transferee; (iv) Franchisor will have at least sixty (60) days to close the purchase; and (v) Franchisor will be entitled to receive from the Franchisee all customary representations and warranties given by a seller of the assets of a business or equity interest in an entity, as applicable.

15.6.4 If Franchisor does not exercise its right to buy within thirty (30) days, Franchisee may thereafter transfer the interest to the transferee on terms no more favorable than those disclosed to Franchisor, provided that such transfer is subject to Franchisor's prior written approval pursuant to Section 15.3 hereof. Notwithstanding, if (i) the sale to the transferee is not completed within one hundred twenty (120) days after the offer is given to Franchisor or (ii) there is any material change in the terms of the offer, the offer will again be subject to Franchisor's right of first refusal.

15.7 Death or Permanent Disability. The grant of rights under this Agreement is personal to Franchisee, and on the death or permanent disability of Franchisee or any Principal, the executor, administrator, conservator or other personal representative of Franchisee or Principal, as the case may be, shall be required to transfer Franchisee's or Principal's interest in this Agreement within six (6) months from the date of death or permanent disability, to a third party approved by Franchisor. Failure to transfer in accordance with the forgoing will constitute a material default and the Franchise granted by this Agreement will terminate. A transfer under this Section 15.7, including without limitation, transfer by devise or inheritance, is subject to the conditions for Transfers in this Article 15 and unless transferred by gift, devise or inheritance, subject to the terms of Section 15.6 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of Franchisee's Franchised Business during the six (6)-month period from its onset.

Immediately after the death or permanent disability of such person, or while the Franchise is owned by an executor, administrator, guardian, personal representative or trustee of that person, the Franchised Business shall be supervised by an interim successor manager satisfactory to Franchisor, or Franchisor, in its sole discretion, may provide interim management at Franchisor's then-current rates during the term of interim management, plus all travel related and other expenses, pending transfer of the Franchise to the deceased or disabled individual's lawful heirs or successors.

15.8 Effect of Consent to Transfer. Franchisor's consent to a Transfer will not waive any claims Franchisor may have against the Franchisee or Principal(s) nor waive its right to demand that the transferee comply strictly with this Agreement.

15.9 Security Interests to Lender. If Franchisee is in full compliance with this Agreement, Franchisee may pledge or give a security interest in Franchisee's interest in the assets and the Franchised Business to a lender of the funds needed by Franchisee for Franchisee's initial investment, provided that the security interest is subordinate to Franchisee's obligations to Franchisor, that a foreclosure on such a pledge or security interest and/or any Transfer resulting from such a foreclosure shall be subject to all provisions of this Agreement, and that Franchisee obtains from the lender a written acknowledgement to Franchisor of these restrictions. Notwithstanding the foregoing, in the event Franchisee seeks and/or obtains financing whereby funding is provided with the assistance of the United States Small Business Administration ("SBA Financing"), Franchisee shall be permitted to grant the lender of such SBA Financing a senior lien on any Collateral Franchisee uses to secure the SBA Financing, and Franchisor and Franchisee further agree that (i) the provisions of Attachment 8 are fully incorporated herein and applicable to Franchisor and Franchisee, (ii) Franchisor shall subordinate its security interest or other lien on Franchisee's Collateral to that of the lender of the SBA Financing and (iii) Franchisor waives the requirement of the written acknowledgement referenced in this Section.

16 DEFAULTS

16.1 Default and Automatic Termination. Franchisee shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to

Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due; or if Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against any Franchised Business premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days.

16.2 Defaults with No Opportunity to Cure. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

16.2.1 has misrepresented or omitted material facts in applying for the Franchise;

16.2.2 fails to obtain all required licenses and permits before opening or fails to open the Franchised Business within the time and in the manner specified in Article 8.

16.2.3 ceases to operate the Franchised Business for a period of three (3) days or more;

16.2.4 fails to comply with any federal, state or local law, rule or regulation, applicable to the operation of the Franchised Business, including, but not limited to, the failure to pay taxes;

16.2.5 understates Gross Revenue on two (2) occasions or more, whether or not cured on any or all of those occasions;

16.2.6 fails to comply with the covenants in Article 14;

16.2.7 permits a Transfer in violation of the provisions of Article 15 of this Agreement;

16.2.8 fails, or Franchisee's legal representative fails, to transfer the interests in this Franchise Agreement and the Franchised Business upon death or permanent disability of Franchisee or any Principal of Franchisee as required by Section 15.7.

16.2.9 is convicted of, or pleads no contest to, a felony or to a crime that could damage the goodwill associated with the Marks or does anything to harm the reputation of the System or the goodwill associated with the Marks;

16.2.10 receives an adverse judgment or a consent decree in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, or the Marks, the goodwill associated therewith or Franchisor's interest therein, in Franchisor's sole opinion;

16.2.11 conceals revenues, maintains false books or records, submits any false report, fails to input all sales into the Computer System, or otherwise attempts to circumvent Franchisor's sales and data reporting requirements;

16.2.12 creates a threat or danger to public health or safety from operation of the Franchised Business;

16.2.13 refuses to permit Franchisor to inspect Franchise Business operations or to audit Franchisee's books or records;

16.2.14 makes any unauthorized use of the Marks or copyrighted material or any unauthorized use or disclosure of Confidential Information (as defined in Section 18.2);

16.2.15 fails to comply with the non-competition covenants in Section 18.5;

16.2.16 defaults in the performance of Franchisee's obligations under this Agreement three (3) or more times during the term of this Agreement or has been given at least two (2) notices of default in any consecutive twelve (12)–month period, whether or not the defaults have been corrected;

16.2.17 has insufficient funds to honor a check or electronic funds transfer two (2) or more times within any consecutive twelve (12)-month period;

16.2.18 defaults, or an affiliate of Franchisee defaults, under any other agreement, including any other franchise agreement with Franchisor or any of its affiliates or suppliers and does not cure such default within the time period provided in such other agreement;

16.2.19 offers or uses any unauthorized and unapproved products or services; or

16.2.20 terminates this Agreement without cause.

16.3 Curable Defaults. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, if Franchisee fails to cure the default within the time period set forth in this Section 16.3, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

16.3.1 fails to pay when due any amounts due to Franchisor under this Agreement or any related agreement and does not correct the failure within five (5) days after written notice; provided, however, Franchisor has no obligation to give written notice of a late payment more than two (2) times in any twelve (12)–month period, and the third such late payment in any twelve (12)–month period shall be a non-curable default under Sections 16.2.16 and/or 16.2.17;

16.3.2 fails to perform any non-monetary obligation imposed by this Agreement (excepting those defaults of obligations set forth in Sections 16.1 and 16.2 for which there is no opportunity to cure) and such default shall continue for five (5) days after Franchisor has given written notice of such default, or if the default cannot be reasonably corrected within said five (5)-day period, then if it is not corrected within such additional time as may be reasonably required assuming Franchisee proceeds diligently to cure; provided, however, Franchisor has no obligation to give written notice of a non-monetary default more than two (2) times in any twelve (12)–month period, and the third such default, whether monetary or non-monetary, in any twelve (12) – month period shall be a non-curable default under Section 16.2.16.

16.4 Franchisor's Cure of Franchisee's Defaults. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor may, but has no obligation to:

16.4.1 effect a cure on Franchisee's behalf and at Franchisee's expense, and Franchisee shall immediately pay Franchisor the costs incurred by Franchisor upon demand; or

16.4.2 exercise complete authority with respect to the operation of the Franchised Business until such time as Franchisor determines that the default of Franchisee has been cured and that Franchisee is complying with the requirements of this Agreement. Franchisee specifically agrees that a designated representative of Franchisor may take over, control and operate the Franchised Business. In addition to all other fees paid under this Agreement, Franchisee shall pay Franchisor at Franchisor's then-current rates for interim management, plus all travel related and other expenses, during Franchisor's operation thereof as compensation therefor. Further, Franchisee shall reimburse Franchisor for the full compensation paid to such representative including the cost of all fringe benefits plus all travel expenses, lodging, meals and other expenses reasonably incurred by such representative until the default has been cured and Franchisee is complying with the terms of this Agreement. Franchisee further agrees that, notwithstanding Franchisor's exercise of control of the Franchised Business pursuant to this Section, Franchisee shall indemnify and hold harmless Franchisor and Franchisor's representatives for any and all claims arising during such period of Franchisor's control or otherwise arising therefrom.

16.5 Notice to Suppliers. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor reserves the right with five (5) days 'prior written notice to Franchisee, to direct suppliers to stop furnishing any and all products and supplies, including, but not limited to products sold under Franchisor's discounted pricing schedules, until such time as Franchisee's default is cured. Such right shall include Franchisor's right to deny Franchisee's access to client management and payment processing systems. In no event shall Franchisee have recourse against Franchisor for loss of revenue, client goodwill, profits or other business arising from Franchisor's actions and the actions of suppliers.

16.6 Principal's Default. Franchisee and each Principal acknowledge and agree that a default event described in this Article 16 that is committed by any Principal is deemed a default by the Franchisee entity and all Principals, such that Franchisor may exercise its rights pursuant to this Article 16, whether or not the Franchisee entity or any other Principal had or has involvement or knowledge of the default event.

16.7 Indemnification of Costs. Franchisee shall indemnify Franchisor for all costs and expenses, including but not limited to attorney's fees, incurred by Franchisor as a result of Franchisee's default, specifically including all costs, expenses, and/or attorney's fees incurred in connection with (i) collection of any amounts owed to Franchisor, (ii) performing Franchisee's obligations on Franchisee's behalf, and/or (iii) enforcement of Franchisee's obligations under this Agreement.

17 POST-TERMINATION

17.1 Franchisee's Obligations. Upon termination or expiration of this Agreement, all rights and licenses granted hereunder to Franchisee shall immediately terminate and Franchisee and each Principal, if any, shall:

17.1.1 immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly identify himself, herself or itself as a current Teams of Tomorrow owner, franchisee or licensee;

17.1.2 immediately and permanently cease to use the Marks, any imitation of any Mark, Franchisor's copyrighted material or other Intellectual Property, confidential or proprietary material or indicia of the Franchised Business, or use any trade name, trade or service mark or other commercial symbol that suggests an association with Franchisor and/or Franchisor's affiliate(s), or the System. In particular, Franchisee shall cease to use, without limitation, all signs, displays, stationery, forms, any other articles which display the Marks, and curricula materials, and shall immediately return to Franchisor all such materials, as well as any business cards, marketing materials, or any other items containing Marks;

17.1.3 take such action as may be necessary to cancel any assumed name or equivalent registration that contains the Mark or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence of compliance with this obligation which is satisfactory to Franchisor, within five (5) days after termination or expiration of this Agreement;

17.1.4 promptly pay all sums owing to Franchisor and its affiliates. Such sums shall include all damages, costs and expenses, including reasonable attorneys 'fees, incurred by Franchisor as a result of any default by Franchisee. The payment obligation herein shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, equipment, and inventory owned by Franchisee at the time of default;

17.1.5 pay to Franchisor all damages, costs and expenses, including reasonable attorneys ' fees, incurred by Franchisor in connection with obtaining any remedy available to Franchisor for any violation or early termination of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement that survive its termination;

17.1.6 immediately deliver to Franchisor, at Franchisee's sole cost and expense, the Manual and all records, files, instructions, correspondence, invoices, agreements, all confidential, proprietary and copyrighted material and software, and all other materials related to operation of the Franchised Business, including but not limited to host venue and client lists and records, (all of which are acknowledged to be Franchisor's property), delete all electronic copies and retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents that Franchisee reasonably needs for compliance with any provision of law;

17.1.7 comply with the non-disclosure and non-competition covenants contained in Article 18; and

17.1.8 in the event this Agreement is terminated due to Franchisee's default, pay Franchisor a lump sum payment (as liquidated damages and not as a penalty) in an amount equal to greater of Twenty-Five Thousand Dollars ($25,000) or (a) the average monthly Royalty Fee and Brand Fund Contribution payable by Franchisee over the twelve (12) month period immediately prior to the date of Franchisee's termination (or such shorter time period if the Franchised Business has been open less than twelve (12) months); (b) multiplied by the lesser of (i) twenty-four (24) or (ii) the number of months then remaining in the then-current term of this Agreement. Franchisee acknowledges that a precise calculation of the full extent of the damages Franchisor will incur in the event of termination of this Agreement as a result of Franchisee's default is difficult to determine and that this lump sum payment is reasonable in light thereof. The liquidated damages payable by Franchisee pursuant to this Section 17.1.8 shall be in addition to all other amounts payable under this Agreement and shall not affect Franchisor's right to obtain appropriate injunctive relief and remedies pursuant to any other provision of this Agreement.

17.2 Right to Purchase.

17.2.1 Franchisor shall have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from Franchisee any or all of the equipment (including the Computer System), supplies, and inventory of Franchisee related to the operation of the Franchised Business, at Franchisee's cost or fair market value, whichever is less, and assume any and all contracts, specifically including any and all host venue and client contracts, related to the operation of the Franchised Business. Franchisor shall purchase Franchisee's assets free and clear of any liens, charges, encumbrances or security interests and Franchisor shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within thirty (30) days of Franchisor's exercise of its option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees equally. If Franchisor elects to exercise its option to purchase herein provided, it shall have the right to set off (i) all fees for any such independent appraiser due from Franchisee, (ii) all amounts due from Franchisee to Franchisor or any of its affiliates and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash. Closing of the purchase shall take place no later than thirty (30) days after determination of the fair market value.

17.2.2 With respect to the option described in Section 17.2.1, Franchisee shall deliver to Franchisor in a form satisfactory to Franchisor, such warranties, releases of lien, bills of sale, assignments and such other documents and instruments that Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the assets being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all of these certificates and other documents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

17.2.3 Franchisor shall be entitled to assign any and all of its option in Section 17.2.1 to any other party, without the consent of Franchisee.

17.3 Assignment of Communications. Franchisee, at the option of Franchisor, shall assign to Franchisor all rights to the telephone numbers of the Franchised Business and any related public directory listing or other business listings and execute all forms and documents required by Franchisor and any telephone company at any time, to transfer such service and numbers to Franchisor. Further, Franchisee shall assign to Franchisor any and all social media and internet listings, domain names, internet advertising, websites, listings with search engines, electronic mail addresses or any other similar listing or usage related to the Franchised Business. Notwithstanding any forms and documents that may have been executed by Franchisee under Section 10.8, Franchisee shall provide Franchisor with all passwords and administrative rights, and hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. Franchisee shall thereafter use different telephone numbers, electronic mail addresses or other listings or usages at or in connection with any subsequent business conducted by Franchisee.

17.4 Survival. The rights and obligations of the parties contained in this Article 17 shall survive the expiration or sooner termination of this Agreement.

18 NON-DISCLOSURE AND NON-COMPETITION COVENANTS

18.1 Operations Manual.

18.1.1 Franchisor has provided to Franchisee, on loan, a current copy of the Manual. The Manual may be in hard copy or made available to Franchisee in digital, electronic or computerized form or in some other form now existing or hereafter developed that would allow Franchisee to view the contents thereof. If the Manual (or any changes thereto) are provided in a form other than physical copy, Franchisee shall pay any and all costs to retrieve, review, use or access the Manual. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under Franchisor's Marks, Franchisee shall operate all aspects of the Franchised Business in accordance with the Manual, as they may from time to time be modified by Franchisor, other written directives that Franchisor may issue to Franchisee from time to time, whether or not such directives are included in the Manual, and any other manual and materials created or approved for use in the operation of the Franchised Business.

18.1.2 Franchisee and Principal(s) shall at all times treat the Manual, written directives, and other materials and any other confidential communications or materials, and the information contained therein, as confidential and shall maintain such information as trade secret and confidential in accordance with this Article and this Agreement. Franchisee and Principal(s) shall not divulge and make such materials available to anyone other than those of Franchisee's employees who require the information contained therein to operate the Franchised Business. Franchisee shall, prior to disclosure, fully train and inform its employees on all the restrictions, terms, and conditions under which it is permitted to use Franchisor's intellectual, proprietary, and confidential information; and shall ensure its employees 'compliance with such restrictions, terms, and conditions. Franchisee, Principal(s), and any person working with Franchisee shall agree not, at any time to use, copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent.

18.1.3 The Manual, written directives, and other materials and any other confidential communications provided or approved by Franchisor shall, at all times, remain the sole property of Franchisor. Franchisee shall maintain the Manual and all Franchisor's confidential and proprietary materials at all times in a safe and secure location, shall take all reasonable measures to prevent unauthorized access thereto, whether any attempted unauthorized access takes the form of physical access or access via computer or telecommunications networks or otherwise, and shall report the theft or loss of the Manual, or any portion thereof, immediately to Franchisor. At a minimum, Franchisee shall, in the case of computer and telecommunications networks, use the latest available firewall, encryption and similar technology to prevent unauthorized access. Franchisee shall delete all electronic copies, and return and cease using any physical copy of the Manual and other confidential and proprietary materials to Franchisor immediately upon request or upon transfer, termination or expiration of this Agreement.

18.1.4 Franchisor may from time to time revise the contents of the Manual and other materials created or approved for use in the operation of the Franchised Business. Franchisee expressly agrees to comply with each new or changed policy, standard or directive. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor shall control.

18.2 Confidential Information. Franchisee along with its Principals acknowledge and accept that during the term of this Agreement, Franchisee and any Principal will have access to Franchisor's trade

secrets, including, but not limited to, methods, processes, standards, know-how, designs, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, pricing formulae, software tools and applications, equipment, technologies, marketing materials, and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; electronic code, curriculum, access codes, identification codes, and similar information that allows access to restricted content; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively referred to herein as the "Confidential Information"). Franchisee and Principal(s) covenant and agree that Franchisee and Principal(s) shall not, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person or entity, and, following the expiration or termination of this Agreement, shall not use for their own benefit, any Confidential Information that may be communicated to Franchisee or Principal(s) or of which Franchisee or Principal(s) may be apprised in connection with the operation of the Franchised Business. The foregoing limit on disclosure of Confidential Information includes a prohibition on Franchisee and Principal(s) from uploading or sharing any Confidential Information to any artificial intelligence platforms, learning algorithms, machine learning models, or other generative artificial intelligence applications. Franchisee and Principal(s) shall not divulge and make any Confidential Information available to anyone other than those of Franchisee's employees who require the Confidential Information to operate the Franchised Business and who have themselves entered into confidentiality and non-compete agreements containing the same provisions as contained in this Agreement, in accordance with Section 18.11 hereof. Franchisee and Principal(s) shall not at any time copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent. The covenants in this Section 18.2 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee and each Principal.

18.3 Protection of Information. Franchisee shall take all steps necessary, at Franchisee's own expense, to protect the Confidential Information and shall immediately notify Franchisor if Franchisee finds that any Confidential Information has been divulged in violation of this Agreement.

18.4 New Concepts. If Franchisee or any Principal develops any new concept, process, product, or improvement in the operation or promotion of the Franchised Business ("Improvements"), Franchisee is required to promptly notify Franchisor and provide Franchisor with all related information, processes, products, design or other improvements, and sign any and all forms, documents and/or papers necessary for Franchisor to obtain full proprietary rights to such Improvements, without compensation and without any claim of ownership or proprietary rights to such Improvements. Franchisee and Principal(s) acknowledge that any such Improvements will become the property of Franchisor, and Franchisor may use or disclose such information to other franchisees as it determines to be appropriate. Franchisee acknowledges and agrees that nothing in this Section 18.4 permits Franchisee to test, introduce, provide, or otherwise offer any Improvement to schools, facilities or clients, or use any Improvement in the operation of the Franchised Business, unless and until Franchisor consents to the use of the Improvement for such purpose.

18.5 Noncompetition Covenants. Franchisee and Principal(s) specifically acknowledge that, pursuant to this Agreement, Franchisee and Principal(s) will receive valuable training, trade secrets and Confidential Information of the System that are beyond the present knowledge, training and experience of Franchisee, each Principal and Franchisee's managers and employees. Franchisee and Principal(s) acknowledge that such specialized training, trade secrets and Confidential Information provide a competitive advantage and will be valuable to them in the development and operation of the Franchised Business, and that gaining access to such specialized training, trade secrets and Confidential Information

is, therefore, a primary reason why Franchisee and Principal(s) are entering into this Agreement. In consideration for such specialized training, trade secrets, Confidential Information and rights, Franchisee and Principal(s) covenant and agree that, except as otherwise approved in writing by Franchisor:

18.5.1 During the term of this Agreement, Franchisee and Principal(s) shall not, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with, any person or entity (i) divert, or attempt to divert, any business or client of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any after-school enrichment business ("Competitive Business"); or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of Franchisor or any Teams of Tomorrow franchisees.

18.5.2 Upon the expiration or earlier termination of this Agreement or upon a Transfer and continuing for twenty-four (24) months thereafter, Franchisee and Principal(s) shall not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity (i) divert, or attempt to divert, any business or client of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; or (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any Competitive Business within fifteen (15) miles of the Territory or of the territory of any Teams of Tomorrow business (whether operated by Franchisor or a System franchisee); or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Teams of Tomorrow franchisees.

18.6 Reasonableness of Restrictions. Franchisee and Principal(s) acknowledge and agree that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on Franchisee or Principal(s) since Franchisee or Principal(s), as the case may be, have other considerable skills, experience and education which afford Franchisee or Principal(s), as the case may be, the opportunity to derive income from other endeavors.

18.7 Reduction of Time or Scope. If the period of time or the geographic scope specified above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Article 18 or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees to forthwith comply with any covenant as so modified.

18.8 Injunctive Relief. Franchisee and Principal(s) acknowledge that a violation of the covenants of confidentiality and non-competition contained in this Agreement would result in immediate and irreparable injury to Franchisor for which monetary damages cannot fully remedy. Accordingly, Franchisee and Principal(s) hereby consent to the entry of a temporary and permanent injunction prohibiting any conduct by Franchisee or Principal(s) in violation of the terms of the covenants set forth in this Article 18 and hereby agree to waive any and all defenses to the entry of such injunction(s). Notwithstanding, Franchisee and Principal(s) acknowledge and agree that the foregoing injunctive relief is in addition to, and does not restrict Franchisor from pursuing, any and all claims for monetary damages resulting from a breach by Franchisee or Principal(s) of the covenants contained herein.

18.9 Liquidated Damages – Violation of Confidentiality or Non-Competition Covenants. In the event Franchisee and/or Principal(s) violate the covenants of confidentiality and/or non-competition set forth herein, Franchisee and/or Principal(s) shall pay Franchisor a lump sum payment (as liquidated damages and not as a penalty) an amount equal to One Hundred Thousand Dollars ($100,000.00), plus Franchisor's attorney's fees, for each such violation. Franchisee and Principal(s) acknowledge that a precise calculation of the full extent of the damages that Franchisor will incur in the event of Franchisee's and/or Principal(s) 'violation of the covenants of confidentiality and/or non-competition is difficult to determine and that this lump sum payment is reasonable in light thereof. The liquidated damages payable by Franchisee pursuant to this Section 18.9 shall be in addition to all other amounts payable under this Agreement and shall not affect Franchisor's right to obtain appropriate injunctive relief and remedies pursuant to any other provision hereof.

18.10 No Defense. Franchisee and Principal(s) expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

18.11 Covenants of Employees, Agents and Third Persons. Franchisee shall require and obtain execution of covenants similar to those set forth in this Article 18 (including covenants applicable upon the termination of a person's employment with Franchisee) from all employees, contractors or third persons who will have access to Franchisor's Confidential Information, and Franchisee shall provide Franchisor with executed versions thereof. Such covenants shall be substantially in the forms set forth in Attachment 9 as revised and updated from time to time and contained in the Manual. Franchisee shall indemnify and hold Franchisor harmless from any and all liability, loss, attorneys 'fees, or damage Franchisor may suffer as a result of Franchisee's failure to obtain executed restricted covenants by employees, agents and third persons as required by this Section.

19 DISPUTE RESOLUTION

19.1 Internal Dispute Resolution. Franchisee shall first bring any claim, controversy or dispute arising out of or relating to this Agreement, the Attachments hereto or the relationship created by this Agreement to Franchisor's president and/or chief executive officer for resolution. After providing notice as set forth in Section 20.6 below. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

19.2 Mediation. At Franchisor's option, any claim, controversy or dispute that is not resolved pursuant to Section 19.1 hereof shall be submitted to non-binding mediation. Franchisee shall provide Franchisor with written notice of Franchisee's intent to pursue any unresolved claim, controversy or dispute, specifying in sufficient detail the nature thereof, prior to commencing any legal action. Franchisor shall have thirty (30) days following receipt of Franchisee's notice to exercise Franchisor's option to submit such claim, controversy or dispute to mediation. Mediation shall be conducted through a mediator or mediators in accordance with the American Arbitration Association Commercial Mediation Rules. Such mediation shall take place in the then-current location of Franchisor's corporate headquarters. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), shall be borne by the parties equally. Franchisor may specifically enforce Franchisor's rights to mediation, as set forth herein.

19.3 Arbitration.

19.3.1 Except disputes not subject to alternative dispute resolution as set forth in Section 19.4, any dispute between Franchisor and Franchisee and/or any Principal arising out of or

relating to this Agreement, the Attachments hereto or any breach thereof, including any claim that this Agreement or any of its parts, is invalid, illegal or otherwise voidable or void, which has not been resolved in accordance with Sections 19.1 or 19.2, will be resolved by submission to the American Arbitration Association or its successor organization to be settled by a single arbitrator in accordance with the Commercial Arbitration Rules then in effect for such Association or successor organization.

19.3.2 All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained in this Article 19 will be governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.) and the federal common law of arbitration. All hearings and other proceedings will take place in Ouachita Parish, Louisiana, or, if Franchisor so elects, at the offices of the American Arbitration Association or in the county where the principal place of business of Franchisee is then located.

19.3.3 This arbitration provision is self-executing and will remain in full force and effect after expiration or termination of this Agreement. Any arbitration will be conducted on an individual, and not a class-wide or multiple plaintiffs, basis. If either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against the party by default or otherwise, notwithstanding the failure to appear. Judgment upon an arbitration award may be entered in any court having jurisdiction and will be binding, final and not subject to appeal. No punitive or exemplary damages will be awarded against Franchisor, Franchisee, or entities related to either of them, in an arbitration proceeding or otherwise, and are hereby waived.

19.3.4 The provisions of this Section 19.3 are independent of any other covenant or provision of this Agreement; provided, however, that if a court of competent jurisdiction determines that any of the provisions are unlawful in any way, the court will modify or interpret the provisions to the minimum extent necessary to have them comply with the law.

19.3.5 In proceeding with arbitration and in making determinations hereunder, no arbitrator shall extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by Franchisor in good faith. No notice, request, or demand for arbitration shall stay, postpone, or rescind the effectiveness of any termination of this Agreement.

19.3.6 Except as expressly required by law, Franchisor, Franchisee and Principal(s) shall keep all aspects of any mediation and/or arbitration proceeding in confidence, and shall not disclose any information about the proceeding to any third party other than legal counsel who shall be required to maintain the confidentiality of such information.

19.4 Exceptions. Notwithstanding the requirements of Sections 19.2 or 19.3, the following claims shall not be subject to mediation or arbitration:

19.4.1 Franchisor's claims for injunctive or other extraordinary relief;

19.4.2 disputes and controversies arising from the Sherman Act, the Clayton Act, or any other federal or state antitrust law;

19.4.3 disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership or validity of the Marks; and

19.4.4 enforcement of Franchisee's post-termination obligations, including but not limited to, Franchisee's non-competition covenants.

19.5 Governing Law and Venue. This Agreement is made in, and shall be substantially performed in, the State of Louisiana. Any claims, controversies, disputes, or actions arising out of this Agreement shall be governed, enforced, and interpreted pursuant to the laws of the State of Louisiana. Franchisee and its Principal(s), except where specifically prohibited by law, hereby irrevocably submit themselves to the sole and exclusive jurisdiction of the state and federal courts in Louisiana. Franchisee and its Principal(s) hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision.

19.6 Mutual Benefit. Franchisee, Principal(s), and Franchisor acknowledge that the parties ' agreement regarding applicable state law and forum set forth in Section 19.5 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising hereunder. Each of Franchisee, Principal(s), and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

19.7 Waiver of Certain Damages. Franchisee and Principal(s) hereby waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever. Each of Franchisee and Principal(s) agree that in the event of a dispute, Franchisee and each Principal shall be limited to the recovery of any actual damages sustained.

19.8 Limitations of Claims. Any and all claims asserted by Franchisee and Principal(s) arising out of or relating to this Agreement or the relationship among the parties will be barred unless a proceeding for relief is commenced within one (1) year from the date on which Franchisee or Principal(s) knew or should have known of the facts giving rise to such claims.

19.9 Survival. The provisions of this Article 19 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement or a transfer by Franchisee or any Principal of their respective interests in this Agreement.

20 GENERAL

20.1 Relationship of the Parties.

20.1.1 Independent Licensee. Franchisee is and shall be an independent licensee under this Agreement, and no partnership shall exist between Franchisee and Franchisor. This Agreement does not constitute Franchisee as an agent, legal representative, or employee of Franchisor for any purpose whatsoever, and Franchisee is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind Franchisor. Franchisee agrees not to incur or contract any debt or obligation on behalf of Franchisor or commit any act, make any representation, or advertise in any manner which may adversely affect any right of Franchisor or be detrimental to Franchisor or other franchisees of Franchisor. Franchisor does not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by Franchisee which are not expressly authorized under this Agreement. Franchisor will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to Franchisee operation of the Franchised Business. Pursuant to the above, Franchisee agrees to indemnify Franchisor and hold Franchisor harmless from any and all liability, loss, attorneys 'fees,

or damage Franchisor may suffer as a result of claims, demands, taxes, costs, or judgments against Franchisor arising out of any allegation of an agent, partner, or employment relationship.

20.1.2 No Relationship. Franchisee acknowledges and agrees that Franchisee alone exercises day-to-day control over all operations, activities, and elements of the Franchised Business, and that under no circumstance shall Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees, and will never claim otherwise, that the various restrictions, prohibitions, specifications, and procedures of the System which Franchisee is required to comply with under this Agreement, whether set forth in the Manual or otherwise, does not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Franchised Business, which Franchisee alone controls, but only constitute standards Franchisee must adhere to when exercising control of the day-to-day operations of the Franchised Business.

20.1.3 Franchisee's Employees. Franchisor has no authority to control, either directly or indirectly, the essential terms and conditions of employment of Franchisee's employees. Franchisee acknowledges and agrees that Franchisee, in Franchisee's sole and absolute discretion, shall determine all such essential terms and conditions of employment, which are defined in the Manual or otherwise defined by law. Franchisee specifically agrees that any training Franchisor provides for Franchisee's employees is geared to impart to those employees, with Franchisee's ultimate authority, the various procedures, protocols, systems, and operations of a Teams of Tomorrow Franchise and in no fashion reflects any employment relationship between Franchisor and such employees. If ever it is asserted that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agrees to assist Franchisor in defending said allegation, appearing at any venue requested by Franchisor to testify on Franchisor's behalf, participate in depositions, other appearances or preparing affidavits rejecting any assertion that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees.

20.2 Successors. This Agreement shall bind and inure to the benefit of the successors and assigns of Franchisor and shall be personally binding on and inure to the benefit of Franchisee (including the individuals executing this Agreement on behalf of the Franchisee entity) and its or their respective heirs, executors, administrators and successors or assigns; provided, however, the foregoing provision shall not be construed to allow a transfer of any interest of Franchisee or Principal(s) in this Agreement or the Franchised Business, except in accordance with Article 15 hereof.

20.3 Invalidity of Part of Agreement. Should any provisions in this Agreement, for any reason, be declared invalid, then such provision shall be invalid only to the extent of the prohibition without in any way invalidating or altering any other provision of this Agreement.

20.4 Construction. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed, and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any provision herein may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Franchisee and Principal(s) shall be deemed to be joint and several covenants, agreements, and obligations of each of the persons named as Franchisee, if more than one person is so named.

20.5 Captions. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

20.6 Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally or by certified mail or courier, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall be addressed to the party to be notified at their respective addresses as set forth in the introductory paragraph of this Agreement, or at such other address or addresses as the parties may from time to time designate in writing.

20.7 Effect of Waivers. No waiver, delay, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising from any default or breach by Franchisee shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or of a different kind. Any use by Franchisee of the System or any part thereof at any place other than in the Territory shall not give Franchisee any rights not specifically granted hereunder. Failure to take action to stop such use shall not in any event be considered a waiver of the rights of Franchisor at any time to require Franchisee to restrict said use to the Territory.

20.8 Remedies Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Articles 16 and 17 shall not discharge or release Franchisee or any Principal from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

20.9 Consent to Do Business Electronically. The parties to the Franchise Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the State of Louisiana, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement, and by attaching their electronic signature, including any DocuSign signature, to the Franchise Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on an electronic signature, including a DocuSign signature, as the respective party's signature.

20.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

20.11 Survival. Any obligation of Franchisee or Principal(s) that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee or Principal(s) therein shall be deemed to survive such termination, expiration or transfer.

20.12 Entire Agreement. This Agreement, including all attachments, is the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to Franchisee, except that nothing herein is intended to disclaim any representations made to Franchisee in Franchisor's franchise disclosure document provided to Franchisee prior to the Effective Date hereof. No agreement of any kind relating to the matters covered by this Agreement and no amendment of the provisions hereof shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties.

The parties hereto have executed this Franchise Agreement on the day and year first above written.

FRANCHISOR:
TEAMS OF TOMORROW FRANCHISE CORPORATION

By:_____

_____,_____
(Print Name, Title)

FRANCHISEE (Entity):

_____

By:_____

_____,_____
(Print Name, Title)

FRANCHISEE (Principal):

_____

_____
(Print Name)

FRANCHISEE (Principal):

_____

_____
(Print Name)

ATTACHMENT 1

MARKS

TEAMS OF TOMORROW

TOT . . . A SPORT ALL ITS OWN!

LEARNING TO MOVE AND MOVING TO LEARN!

TOT

ATTACHMENT 2

TERRITORY DESCRIPTION

Territory (insert map and/or define by zip codes):

ATTACHMENT 3

MINIMUM ENROLLMENT QUOTAS

Level of Franchise	By the end of year one (1), Franchisee must have this amount of paying students	By the end of year two (2), Franchisee must have this amount of paying students	By the end of year three (3), Franchisee must have this amount of paying students	By the end of year four (4), Franchisee must have this amount of paying students	By the end of year five (5+), Franchisee must have this amount of paying students
Level 1 (pop. 120,001 – 250,000) *Territories greater than 250,000 population must meet proportional enrollment quotas.	50	75	100	125	150
Level 2 (pop. up to 120,000)	25	37	50	62	75

Franchisee will also have the right to market and conduct flat fee programs with schools and/or facilities. Franchisor refers to this program as Flat Fee Schools. The number of students for which Franchisee receives credit toward the enrollment quota shall be calculated as follows:

Flat Fee Revenue	÷	$46.55 (Average tuition rate)	=	# of students Franchisee receives credit toward enrollment quota

For territories with a population greater than 250,000, the applicable Minimum Enrollment Quota for Level 1 shall increase proportionately based on the population of the territory. The adjusted Minimum Enrollment Quota will be calculated by dividing the total population of the territory by 250,000 and multiplying the resulting factor by the applicable Level 1 minimum royalty for the applicable year of operation.

ATTACHMENT 4

ACH AUTHORIZATION AGREEMENT

Franchisor Name: **Teams of Tomorrow Franchise Corporation**

I (We) hereby authorize Teams of Tomorrow Franchise Corporation, hereinafter called Franchisor, to initiate debit entries to my (our) Checking Account/Savings Account (Select One) indicated below at the depository financial institution named below, and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law, and that I will be responsible for any banking fees that my institution charges.

Financial Institution Name:_____ Branch: _____

City:_____ State:_____ Zip:_____ Phone: _____

ACH/Routing Number:_____ Account Number: _____
(Nine Digits)

This authorization is to remain in full force and effect until Franchisor has received a written replacement ACH Withdrawal Form notification from me. I (We) understand that revocation of this Authorization Agreement by me (us) may constitute an event of Default under the Franchise Agreement.

I (We) understand that the amount to be withdrawn by Franchisor will not be the same each month and I (We) therefore authorize all monetary transfers pursuant to Articles 6 and 17 of the Franchise Agreement.

_____ _____
Print Franchisee / Account Holder Name Print Franchisee/Co-Account Holder Name

_____ _____
Franchisee/ Account Holder Signature-Date Franchisee/Co-Account Holder Signature-Date

_____ _____
Daytime Phone Number Email Address

PLEASE ATTACH A VOIDED CHECK TO THIS FORM

Please Return Form to:
Teams of Tomorrow Franchise Corporation
212 Crosley Street
West Monroe, Louisiana, 71291

ATTACHMENT 5

STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE ENTITY

Name	**Percentage of Ownership**

Pursuant to Section 10.2.7 of the Franchise Agreement, the Designated Principal is: _____

_____

ATTACHMENT 6

GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on _____ _____ (the "Effective Date") to Teams of Tomorrow Franchise Corporation, a Louisiana corporation ("Franchisor"), in order to induce Franchisor to enter into that certain Franchise Agreement dated on or about the Effective Date hereof (the "Franchisee Agreement") with ____ _____, a(n)_____ and _____ _____(collectively "Franchisee").

Guarantor acknowledges that Guarantor is the spouse of Franchisee's Principal, as that term is used in the Franchise Agreement.

Guarantor acknowledges that Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty is in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement to Franchisee, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations and non-disclosure and non-competition covenants and agreements of the Franchisee as set forth in the Franchise Agreement, including but not limited to, the covenants set forth in Sections 18.2, 18.5, 18.6, 18.8 and 18.9 of the Franchise Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any claims guaranteed by this instrument, change in ownership or control of the Franchisee entity, transfer of the Franchise Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor.

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR - SPOUSE OF FRANCHISEE'S PRINCIPAL:

_____

Print Name: _____

Address: _____

_____

ATTACHMENT 7

INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE LISTING AGREEMENT

THIS INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE ACCOUNT AGREEMENT (the "Agreement") is made and entered into this day of _____ (the "Effective Date") by and between Teams of Tomorrow Franchise Corporation, a Louisiana limited liability company (the "Franchisor"), and _____ a(n)_____ _____, with its principal place of business located at _____ and _____ _____'s principal(s) _____, an individual residing at _____ _____ and _____, an individual residing at _____ ("Principal(s)"). _____ _____ and Principal(s) shall be individually and collectively referred to, and each is, the "Franchisee".

WHEREAS, Franchisee desires to enter into a franchise agreement with Franchisor for a Teams of Tomorrow business ("Franchise Agreement") which will allow Franchisee, among other things, to conduct internet-based advertising, maintain social media accounts, software accounts, and use telephone listings linked to the Teams of Tomorrow brand.

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

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

1. Definitions

All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. Internet Advertising and Telephone Accounts

2.1 Interest in Websites, Social Media, and Software Accounts and Other Electronic Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, software accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet websites, and the right to hyperlink to certain websites and listings on various internet search engines (collectively, "Electronic Advertising") related to the Franchised Business or the Marks.

2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.

2.3 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately:

1. direct all internet service providers, domain name registries, internet search engines, social media and software companies, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Electronic Advertising and Telephone Listings: (i) to transfer all of Franchisee's interest in such Electronic Advertising and Telephone Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Electronic Advertising and Telephone Listings, Franchisee will immediately direct the Internet Companies to terminate such Electronic Advertising and Telephone Listings or will take such other actions with respect to the Electronic Advertising and Telephone Listings as Franchisor directs; and

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

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

2.4.1 Direct the Internet Companies to transfer all Franchisee's interest in and to the Electronic Advertising and Telephone Listings to Franchisor, or alternatively, to direct the Internet Companies to terminate any or all of the Electronic Advertising and Telephone Listings;

2.4.2 Direct the Telephone Companies to transfer all Franchisee's interest in and to the Telephone Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee's interest.

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

2.6 Cessation of Obligations. After the Internet Companies and the Telephone Companies have duly transferred all Franchisee's interests as described in paragraph 2.3 above to Franchisor, as between

Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and/or Telephone Listing. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **Miscellaneous**

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

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

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's interest in any matter hereunder.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and attachments and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Louisiana, without regard to the application of Louisiana conflict of law rules.

Signature Page Follows

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:
TEAMS OF TOMORROW FRANCHISE CORPORATION

By:_____
_____, _____
(Print Name, Title)

FRANCHISEE (Entity):
_____

By:_____
_____,_____
(Print Name, Title)

FRANCHISEE (Principal):

_____
_____
(Print Name)

FRANCHISEE (Principal):

_____
_____
(Print Name)

ATTACHMENT 8

PROVISIONS APPLICABLE TO SBA FINANCING

For the purpose of Franchisee's application for funding from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (the "SBA"), and at all times that the SBA has an interest in any SBA-assisted financing provided to Franchisee, Franchisor and Franchisee agree as follows:

1. With respect to a partial interest in the Franchised Business, Franchisor may exercise its option to purchase or its right of first refusal only if the proposed transferee is not a current owner or family member of a current owner of Franchisee.

2. If Franchisor's consent is required for any transfer (full or partial) of the Franchised Business, Franchisor will not unreasonably withhold such consent.

3. If Franchisee owns the real estate where the Franchised Business operates, Franchisee will not be required to sell the real estate upon default or termination of the Franchise Agreement, but Franchisee may be required to lease the real estate for the remainder of the Term (excluding additional renewals) for fair market value.

4. If Franchisee owns the real estate where the Franchised Business operates, Franchisor has not and will not during the Term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental indemnification, control or use restrictions. If any such restrictions are currently recorded against Franchisee's real estate, they must be removed in order for Franchisee to obtain SBA financial assistance.

5. If Franchisee owns the real estate where the Franchised Business operates, the right of Franchisor to assume Franchisee's lease has not and will not during the Term of the Franchise Agreement be recorded against the real estate and may not include any attornment language unless it is subordinated to any SBA financial assistance.

6. For other than regularly scheduled payments and payments otherwise authorized in the Franchise Agreement, Franchisor does not have the authority to unilaterally share, commingle, or withdraw funds from Franchisee's bank account.

7. The Franchise Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business. Meaningful oversight includes the authority to:

i. Approve the annual budget of the Franchised Business;
ii. Have control over the bank accounts of the Franchised Business; AND
iii. Have oversight over the employees operating the Franchised Business (who must be employees of Franchisee).

Franchisee agrees that the Franchise Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business by requiring Franchisee to comply with quality, marketing, and operations standards that govern Franchisee's use of Franchisor's System.

ATTACHMENT 9

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (the "Agreement") is made and entered into this day of_____, by _____, a(n) _____ ("Franchisee"), a franchisee of Teams of Tomorrow Franchise Corporation a Louisiana corporation ("Franchisor"), and_____, an individual ("Covenantor").

WHEREAS, Franchisee and Franchisor are parties to a franchise agreement dated _____ (the "Franchise Agreement"), whereby Franchisor has granted Franchisee the right to use certain of Franchisor's trademarks and copyrights, including but not limited to, the Teams of Tomorrow trademarks and logo, website, documents, curricula, advertisements, photographs, social media content, promotional materials and operations manual (collectively referred to as the "Intellectual Property") for the establishment and operation of a Teams of Tomorrow franchised business;

WHEREAS, in connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the Intellectual Property and other confidential information, knowledge, know-how, techniques, training, and other materials used in or related to the Teams of Tomorrow brand and/or concerning the methods of operation of a Teams of Tomorrow franchised business (collectively referred to as "Confidential Information");

WHEREAS, the Intellectual Property and Confidential Information provide economic advantages to Franchisor and licensed users of Franchisor, including Franchisee;

WHEREAS, Franchisee has acknowledged the importance of restricting the use, access and dissemination of the Intellectual Property and Confidential Information, and Franchisee therefore has agreed to obtain from Covenantor a written agreement protecting the Intellectual Property and Confidential Information and further protecting the Teams of Tomorrow brand against unfair competition; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Intellectual Property and Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Confidentiality Agreement.

a. Covenantor shall, at all times, maintain the confidentiality of the Confidential Information and shall use the Intellectual Property and such Confidential Information only in the course of his or her employment by or association with Franchisee in connection with the operation of a Teams of Tomorrow franchised business under the Franchise Agreement and in accordance with the requirements thereof.

b. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Intellectual Property or Confidential Information, and shall not reproduce, in whole or in part, any of the Intellectual Property or Confidential Information, without Franchisor's express written permission.

c. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except, and only then to the limited extent necessary, to those employees of Franchisee for training and assisting such employees in the operation of Franchisee's Teams of Tomorrow franchised business.

d. Covenantor shall surrender any material containing some or all of the Intellectual Property or Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment or association with Franchisee.

e. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Teams of Tomorrow brand.

f. Upon termination of employment or association with Franchisee, Covenantor shall immediately lose all rights to access and/or use the Intellectual Property and Confidential Information for any purpose whatsoever.

2. Covenants Not to Compete.

a. In order to protect the goodwill and unique qualities of the Teams of Tomorrow brand, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants that during Covenantor's employment or association with Franchisee, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or client of Franchisee's Teams of Tomorrow franchised business or of other franchisees in the Teams of Tomorrow system to any competitor, by direct or indirect inducement or otherwise, or

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any after-school enrichment business ("Competitive Business") other than Franchisee's Teams of Tomorrow franchised business.

b. In further consideration for the disclosure to Covenantor of the Confidential Information and to protect the goodwill and unique qualities of the Teams of Tomorrow system, Covenantor further agrees and covenants that, upon the termination of Covenantor's employment or association with Franchisee and continuing for twenty-four (24) months thereafter, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or client of Franchisee's Teams of Tomorrow franchised business or of other franchisees in the Teams of Tomorrow system to any competitor, by direct or indirect inducement or otherwise, or

(ii) participate as an owner, partner, director, officer, employee, or consultant or serve in any other managerial, operational, or supervisory capacity in any Competitive Business within fifteen (15) miles of Franchisee's Territory or of the territory of any other Teams of Tomorrow affiliate-owned or franchised business.

c. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor.

d. If the period of time or the geographic scope specified Section 2.b. above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement or any portion thereof, without Covenantor's or Franchisee's consent, effective immediately upon receipt by Covenantor of written notice thereof, and Covenantor agrees to forthwith comply with any covenant as so modified.

3. General.

a. Franchisee shall take full responsibility for ensuring that Covenantor acts as required by this Agreement.

b. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisee is obligated to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

c. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys ' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

d. Any failure by Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

e. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE FRANCHISEE'S TEAMS OF TOMORROW FRANCHISED BUSINESS IS LOCATED, WITHOUT REFERENCE TO SUCH STATE'S CHOICE OF LAW PRINCIPLES. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF SUCH STATE. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON COVENANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY SUCH STATE OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN SUCH STATE; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

f. The parties agree that each of the foregoing covenants contained herein shall be construed as independent of any other covenant or provision of this Agreement.

g. Covenantor acknowledges and agrees that each of the covenants contained herein will not impose any undue hardship on Covenantor since Covenantor has other considerable skills, experience and education which affords Covenantor the opportunity to derive income from other endeavors.

h. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

i. All notices and demands required to be given hereunder shall be in writing, and shall be delivered personally or by certified or registered mail, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or the date delivery is refused. All such notices shall be addressed to the party to be notified at the following addresses:

If directed to Franchisee:

_____
_____
_____

If directed to Covenantor:

_____
_____
_____

Any change in the foregoing addresses shall be effected by giving written notice of such change to the other parties.

j. Franchisor is an intended third-party beneficiary of this Agreement, and Franchisor may take whatever action it deems necessary to enforce Covenantor's obligations hereunder. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns.

k. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

The undersigned have entered into this Confidentiality and Non-Compete Agreement as witnessed by their signatures below.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

COVENANTOR:

_____

Name: _____

EXHIBIT C

FINANCIAL STATEMENTS

TEAMS OF TOMORROW

FRANCHISE CORPORATION

FINANCIAL STATEMENTS

WITH INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2025, 2024, AND 2023

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

TEAMS OF TOMORROW FRANCHISE CORPORATION

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KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Independent Auditor's Report

To the Stockholders
Teams of Tomorrow Franchise Corporation
West Monroe, Louisiana

Opinion

We have audited the accompanying financial statements of Teams of Tomorrow Franchise Corporation, which comprise the balance sheets as of December 31, 2025, 2024, and 2023, and the related statements of operations, stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Teams of Tomorrow Franchise Corporation as of December 31, 2025, 2024, and 2023, and the results of its operations and its cash flows for the years then ended are in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company 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.

Emphasis of Matter – Change in Control

As discussed in Note 2 to the financial statements, On June 13, 2025, the Company's stockholders entered into a stock purchase agreement, in which a majority interest of issued and outstanding shares of the Company were sold. The transfer of ownership was effective immediately and constituted a change in control. The new stockholders elected to contribute goodwill and intangible assets of that date.

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 the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

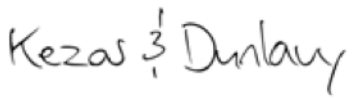
Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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



St. George, Utah
April 30, 2026

TEAMS OF TOMORROW FRANCHISE CORPORATION

BALANCE SHEETS

As of December 31, 2025, 2024, and 2023

	2025	2024	2023
Assets			
Current assets			
Cash and cash equivalents	$ 216,643	$ 451,724	$ 254,189
Accounts receivable, net	20,130	8,316	14,987
Prepaid expenses	20,477	(1,697)	18,630
Total current assets	257,250	458,343	287,806
Non-current assets			
Property and equipment, net	-	296,440	314,530
Intangible assets, net	1,900,000	-	-
Deferred tax asset	13,539	-	-
Right of use asset	88,772	-	-
Total non-current assets	2,002,311	296,440	314,530
Total assets	$ 2,259,561	$ 754,783	$ 602,336
Liabilities and Stockholders' Equity			
Current liabilities			
Accounts payable and accrued expenses	$ 1,548	$ 2,666	$ 26,776
Operating lease liability, current	57,994	-	-
Notes payable, current	61,383	-	-
Total current liabilities	120,925	2,666	26,776
Non-current liabilities			
Deferred tax liability	-	3,088	1,940
Operating lease liability, non-current	30,778	-	-
Notes payable, non-current	2,028,594	-	-
Total non-current liabilities	2,059,372	3,088	1,940
Total liabilities	2,180,297	5,754	28,716
Stockholders' equity			
Common stock, no par value, 2,000 shares issued and outstanding	-	-	-
Additional paid-in capital	250,130	250,130	236,162
Retained earnings	(170,866)	498,899	337,458
Total stockholders' equity	79,264	749,029	573,620
Total liabilities and stockholders' equity	$ 2,259,561	$ 754,783	$ 602,336

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

TEAMS OF TOMORROW FRANCHISE CORPORATION

STATEMENTS OF OPERATIONS

For the years ended December 31, 2025, 2024, and 2023

	2025	2024	2023
Operating revenue			
Product sales	$ 397,541	$ 474,845	$ 364,299
Royalty fees	295,765	288,106	287,929
Service fees	70,818	58,931	54,337
Initial franchise fees	51,450	40,206	84,991
Total operating revenue	815,574	862,088	791,556
Cost of goods sold	213,400	270,351	251,655
Gross profit	602,174	591,737	539,901
Operating expenses			
General and administrative	500,678	382,154	376,425
Advertising and marketing	10,121	35,300	678
Amortization	100,000	-	-
Professional fees	4,480	4,285	15,271
Total operating expenses	615,279	421,739	392,374
Income (loss) from operations	(13,105)	169,998	147,527
Non-operating expense			
Interest expense	45,549	-	-
Total non-operating expense	45,549	-	-
Net income (loss) before income taxes	(58,654)	169,998	147,527
Income tax provision (benefit)	(16,627)	8,557	32,555
Net income (loss)	$ (42,027)	$ 161,441	$ 114,972

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

TEAMS OF TOMORROW FRANCHISE CORPORATION

STATEMENTS OF STOCKHOLDERS' EQUITY

For the years ended December 31, 2025, 2024, and 2023

	Common Stock	Additional Paid-in Capital	Retained Earnings (Accumulated Deficit)	Total
Balance as of January 1, 2023	$ -	$ 236,162	$ 415,618	$ 651,780
Stockholder dividends	-	-	(193,132)	(193,132)
Net income	-	-	114,972	114,972
Balance as of December 31, 2023	-	236,162	337,458	573,620
Additional paid-in capital	-	13,968	-	13,968
Net income	-	-	161,441	161,441
Balance as of December 31, 2024	-	250,130	498,899	749,029
Stockholder dividends	-	-	(627,738)	(627,738)
Net loss	-	-	(42,027)	(42,027)
Balance as of December 31, 2025	$ -	$ 250,130	$ (170,866)	$ 79,264

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

TEAMS OF TOMORROW FRANCHISE CORPORATION

STATEMENTS OF CASH FLOWS

For the years ended December 31, 2025, 2024, and 2023

	2025	2024	2023
Cash flow from operating activities:			
Net income (loss)	$ (42,027)	$ 161,441	$ 114,972
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	100,000	18,090	18,425
Changes in operating assets and liabilities:			
Accounts receivable	(11,814)	6,671	(1,638)
Prepaid expenses	(22,174)	20,327	(13,267)
Deferred tax asset/liability	(16,627)	1,148	1,095
Accounts payable and accrued expenses	(1,118)	(24,110)	11,047
Net cash provided by operating activities	6,240	183,567	130,634
Cash flows from investing activities:			
Purchases of property and equipment	-	-	(16,835)
Net cash used in investing activities	-	-	(16,835)
Cash flows from financing activities:			
Stockholder dividends	(331,298)	-	(193,132)
Additional paid-in capital	-	13,968	-
Draws on notes payable	100,000	-	-
Principal payments on notes payables	(10,023)	-	-
Net cash provided by (used in) financing activities	(241,321)	13,968	(193,132)
Net change in cash and cash equivalents	(235,081)	197,535	(79,333)
Cash at the beginning of the year	451,724	254,189	333,522
Cash at the end of the year	$ 216,643	$ 451,724	$ 254,189
Supplementary disclosures of cash flows			
Cash paid for interest	$ 45,549	$ -	$ -
Cash paid for taxes	$ 10,000	$ 6,943	$ 32,555
Non-cash financing and investing activities:			
Intangible assets purchased with debt	$ 2,000,000	$ -	$ -
Distribution of property and equpiment	$ 296,440	$ -	$ -

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

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

Teams of Tomorrow Franchise Corporation (the "Company") was incorporated as a Louisiana corporation on December 12, 2011 and is headquartered in West Monroe, Louisiana. The Company grants qualified franchisees the right to own and operate a Teams of Tomorrow franchise.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year. The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

(b) Accounting Standards Codification

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission ("SEC"), superseding existing FASB, American Institute of Certified Public Accountants, Emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

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

(d) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase.

(e) Accounts Receivables

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for initial franchise fees and royalty fees. These receivables are carried at original invoice amount less an estimate made for doubtful receivables based on a review of outstanding amounts. When determining the allowance for doubtful receivable, the Company has adopted ASC 326, *Financial Instruments—Credit Losses*. This standard requires that management utilize the Current Expected Credit Losses ("CECL") model to recognize the appropriate allowance for doubtful receivables. This model requires entities to estimate and recognize expected credit losses over the life of the financial instrument. For trade receivables, management has elected to apply a simplified approach, based on historical loss experience and adjustments for current and forecasted economic conditions. Management regularly evaluates individual customer receivables, considering their financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as income when received. As of December 31, 2025, 2024, and 2023, the Company had no allowance for uncollectible accounts.

(f) Goodwill and Intangible Assets

The Company has acquired goodwill and intangible assets, which consist of trademarks and franchise agreements. The Company has elected to implement the private company standards outlined in ASC 805-20, *Business Combinations*, which provides the option not to recognize separate from goodwill: (a) customer-related intangible assets and (b) non-competition agreements. Rather, the value of these intangibles would be included as a part of goodwill. Under the private company standard, goodwill is amortized over a useful life of ten years. Through evaluation of the useful lives of the trademarks and franchise agreements, management has estimated a useful life of ten years. Potential for impairment is considered only upon the occurrence of a triggering event. As of December 31, 2025, the carrying value of goodwill, the trademark licenses, franchise agreements were not considered impaired.

(g) Revenue Recognition

The Company has adopted ASC 606, Revenue from Contracts with Customers. ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue. For each franchised location, the Company enters into a formal franchise agreement that clearly outlines the various components of the transaction price and the Company's performance obligations.

The Company's revenues consist of initial franchise fees, services fees, product sales, and royalties, which are based on a percentage of gross revenues.

Service fees

Upon evaluation of the five-step process, the Company has determined that service fees are to be recognized in the same period as the services are provided.

Product sales

Upon evaluation of the five-step process, the Company has determined that product sales are to be recognized upon transfer of control the customer, which is generally upon shipment.

Royalty fee revenue

Upon evaluation of the five-step process, the Company has determined that royalty and marketing fees are to be recognized in the same period as the underlying sales, in accordance with the sales-based royalty exception.

Initial franchise fees

The Company is required to allocate the transaction price associated with initial franchise fees between the franchise license and associated performance obligations. In identifying the associated performance obligations, the Company has elected to adopt the practical expedient for private company franchisors outlined in ASC 952-606, *Franchisors—Revenue from Contracts with Customers*. In addition, the practical expedient allows franchisors to account for pre-opening services as a single distinct performance obligation, which the Company has elected to adopt. These pre-opening services include the following (which the Company may or may not provide all of):

- Assistance in the selection of a site
- Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiation
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping

- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes about local regulations affecting the franchisee's business
- Inspection, testing, and other quality control programs

In determining the allocation of transaction price (the initial franchise fee) to either the license or to the pre-opening services, the Company has determined that the standalone selling price of its pre-opening services exceeds the initial franchise fee received; as such, the Company allocates the entire initial franchise fees to those pre-opening services. The franchise fees are then recognized as revenue when those pre-opening services have been completed (which generally occurs upon commencement of the associated franchised location's operations). For initial franchise fees that are being paid over an agreed-upon term, the Company recognizes revenue when collectability is reasonably assured, which is generally in the same period that payment is received.

(h) Income Taxes

The Company is structured as a corporation under the laws of the state of Louisiana. The Company is subject to federal income taxes in the United States.

The Company has adopted the liability method of accounting for income taxes in accordance with ASC 740, *Income Taxes*. Under ASC 740, deferred income taxes are recorded to reflect tax consequences on future years for the differences between the tax basis of assets and liabilities and their financial reporting amounts at each year-end. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

The Company adopted the provisions ASC 740-10-25, *Accounting for Uncertainty in Income Taxes*. This provision prescribes recognition thresholds that must be met before a tax position is recognized in the financial statements and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Under the provision, an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements. The Company's evaluation was performed for the tax year ended December 31, 2025. The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2025, the 2024, 2023, and 2022 tax years were open to examination.

(i) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, pre-paid expenses, and accounts payable the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value as current interest rates and terms offered to the Company for similar debt are substantially the same.

(j) Leasing

The Company has adopted ASC 842, Leases. The Company has an operating lease for office space. The lease liability reflects the present value of the Company's estimated future minimum lease payments over the lease term, discounted using a collateralized incremental borrowing rate. The impact of ASC 842 is non-cash in nature and does not affect the Company's cash flows.

The Company has made an accounting policy election not to recognize right-of-use assets and lease liabilities that arise from any of its short-term leases. All leases with a term of 12 months or less at commencement, for which the Company is not reasonably certain to exercise available renewal options that would extend the lease term past 12 months, will be recognized on a straight-line basis over the lease term.

(k) Concentration of Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

(2) Emphasis of Matter - Change in Control

On June 15, 2025, the Company's stockholders entered into a stock purchase agreement, in which the majority of issued and outstanding shares of the Company were sold. The transfer of ownership was effective immediately. On June 15, 2025, the new stockholders elected pushdown accounting and contributed goodwill and intangible assets of $2,000,000 and a promissory note of $2,000,000.

(3) Goodwill and Intangible Assets

As of December 31, 2025, 2024, and 2023, the Company's goodwill and intangible assets consisted of the following:

	2025	2024	2023
Goodwill, tradename, and franchise agreements	$ 2,000,000	$ -	$ -
Less: accumulated amortization	(100,000)	-	-
	$ 1,900,000	$ -	$ -

Amortization expense for the year ended December 31, 2025 was $100,000. As of December 31, 2025, future amortization is expected to be as follows:

For the year ended December 31,	
2026	$ 200,000
2027	200,000
2028	200,000
2029	200,000
2030	200,000
Thereafter	900,000
	$ 1,900,000

(4) Income Taxes

As of December 31, 2025, 2024, and 2023, the components of the deferred income tax asset (liability) are as follows:

	2025	2024	2023
Deferred tax asset (liability)			
Amortization	$ 9,449	$ -	-
Net operating loss rollforward	14,295	-	-
Net effect of cash vs accrual	(10,205)	(3,088)	(1,940)
Net deferred tax asset (liability)	$ 13,359	$ (3,088)	$ (1,940)

(5) Notes Payable

As of December 31, 2025, 2024, and 2023, the Company has the following notes payable:

	2025	2024	2023
Note payable to the former stockholders associated with the purchase of all shares of the Company. The note accrues interest at an annual rate of 3.50%, requires monthly payments of $10,112, and matures in 2050.	$ 1,992,353	$ -	$ -
Note payable to the former stockholders to provide working capital. The note accrues interest at an annual rate of 3.50%, requires monthly payments of $1,002, and matures in 2035.	97,624	-	-
Ending deferred revenue	2,089,977	-	-
Less: current portion of notes payable	(61,383)	-	-
	$ 2,028,594	$ -	$ -

(6) Operating Lease

During the year ended December 31, 2025, the Company entered into a lease agreement for office space, which matures in 2027. As of December 31, 2025, the Company recorded a right of use asset of $88,772. As of December 31, 2025, the Company had the following operating lease liability:

	2025
Operating lease liability, current	$ 57,994
Operating lease liability, non-current	30,778
	$ 88,772

As of December 31, 2025, the future minimum lease payments under the operating lease are as follows:

For the year ended December 31,	
2026	$ 63,000
2027	31,500
Total lease payments	94,500
Less: amounts representing interest (discount rate of 8%)	(5,728)
Total operating lease liability	$ 88,772

(7) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC 450, *Contingencies*, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involving such amounts of unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(8) Subsequent Events

Management has reviewed and evaluated subsequent events through April 30, 2026, the date on which the financial statements were available to be issued.

EXHIBIT D

PROMISSORY NOTE

$_____ _____, 20_____

FOR VALUE RECEIVED, and intending to be legally bound hereby, the undersigned _____, an individual residing at _____ ("Borrower"), promises to pay to the order of Teams of Tomorrow Franchise Corporation with an address of 212 Crosley Street, West Monroe, LA, 71291 (the "Lender"), _____ Dollars ($_____) ("Loaned Amount") in forty-eight (48) equal monthly installments of _____ _____ Dollars ($_____) of principal plus interest at the rate equivalent to five percent (5%) per annum on the unpaid principal balance, with the first installment due and payable on the 5th day of the month immediately following Borrower's Opening Date, as that term is defined in that certain franchise agreement executed by and between Borrower and Lender on or about _____ _____ (hereafter the "Franchise Agreement"), and the final installment of all unpaid principal and accrued interest due and payable on the 5th day of the forty-eighth (48th) month following Borrower's Opening Date, if not sooner paid, with the privilege of prepaying the unpaid principal balance in whole or in part at any time without penalty.

In the event that any monthly payment hereunder shall become overdue for a period of three (3) days, the Borrower shall pay to the Lender a late charge of ten percent (10%) of such payment. Any other payments which may become due under the terms of this Note, including penalties, costs, and attorneys' fees, shall bear interest from the date upon which they become due at the rate of eighteen percent (18%) per annum or the highest rate allowable by law, whichever is lower. Such costs and fees shall become due and payable upon demand by Lender.

Notwithstanding the foregoing, this Note shall become immediately due and payable without further notice or demand upon the occurrence of any Event of Default. Each of the following shall constitute an "Event of Default," whatever the reason for such event and whether or not it shall be voluntary or involuntary, or be effected by operation of law or pursuant to any judgment or order of any court or any order, rule or regulation of any governmental or non-governmental body: (a) if the Opening Date does not occur in accordance with the Franchise Agreement, (b) if any payment of principal and/or interest on the Loaned Amount as aforesaid shall not be paid when due, (c) if Borrower shall breach any covenant or default in the performance of any obligation of Borrower under this Note, the Franchise Agreement, or any other agreement between Borrower and Lender or Lender's affiliates, (d) if Borrower shall admit to Lender that Borrower is unable to pay their debts as they become due, or shall become insolvent, or shall suspend transaction or operation of their Franchised Business, as that term is defined in the Franchise Agreement; (e) if Borrower enters into any oral and/or written agreement to sell, assign, gift and/or in any way transfer (or if Borrower does sell, assign, gift and/or in any way transfer) any of their interest in the Franchised Business, without Lender's prior written consent; (f) if Borrower shall make an assignment for the benefit of creditors, or files a voluntary petition under the Bankruptcy Code, as amended, or federal or state insolvency law or apply for or consent to the appointment of a receiver, trustee or custodian of all or a part of their property, in each case which shall remain unstayed for thirty (30) days; (g) if an order for relief shall be entered following the filing of an involuntary petition against Borrower under the Bankruptcy Code, as amended, or any other federal or state insolvency law, or if an order shall be entered appointing a trustee, receiver or custodian of all or part of their property, in each case which shall remain unstayed for thirty (30) days; or (h) if any individual of Borrower dies or becomes permanently incapacitated such that he or she is unable to perform daily functions on behalf of the Franchised Business.

Upon an Event of Default, payment of the entire unpaid balance of the Loaned Amount and all other sums due by Borrower hereunder together with interest accrued thereon at the rate hereinbefore specified, shall at the option of Lender and without further notice to Borrower, become due and payable

immediately and payment of the same may be recovered in whole or in part at any time by one or more of the remedies provided to Lender in this Note or by law or at equity; and in such case, Lender may also recover all costs of suit and other expenses in connection therewith, together with reasonable attorney's fees for collection of twenty percent (20%) of the total amount then due by Borrower to Lender.

The remedies of Lender as provided herein shall be joint and several against Borrower, cumulative and concurrent and may be pursued singly, successively or together against Borrower and/or any other obligor under this Note to Lender as security for this Note, at the sole discretion of Lender, and such remedies shall not be exhausted by any exercise thereof but may be exercised as often as occasion therefor shall occur.

Lender shall not by any act of omission or commission be deemed to have waived any of Lender's rights or remedies hereunder unless such waiver be in writing and signed by Lender, and then only to the extent specifically set forth therein; a waiver on one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

Borrower hereby waives and releases all errors, defects and imperfections of a procedural nature in any proceedings instituted by Lender under the terms of this Note, as well as all benefits that might accrue to Borrower by virtue of any present or future laws exempting any other property, real or personal, or any part of the proceeds arising from any sale of such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process or extension of time for payment, as well as the right of inquisition on any real estate that may be levied upon under a judgment obtained by virtue hereof, and Borrower hereby voluntarily condemns the same and authorizes the entry of such voluntary condemnation on any writ of execution issued thereon, and agrees that such real estate may be sold upon any such writ in whole or in part and in any order desired by Lender.

Except as otherwise provided herein, Borrower and all endorsers, sureties, and guarantors hereof jointly and severally and intending to be legally bound, waive presentment for payment, demand, notice of non-payment, notice of protest, and protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, and they agree that the liability of each of them shall be unconditional without regard to the liability of any other party and shall not be in any manner affected by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by Lender; and Borrower, all endorsers, sureties, and guarantors hereof consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and to the releases of the security for this Note, or any part thereof, with or without substitution, and agree that additional Borrowers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder.

Lender shall have the right to transfer, assign or pledge this Note and the benefits hereunder shall inure to the Lender, Lender's officers, directors, members, personal representatives, successors, and assigns. Borrower may not assign, transfer or pledge this Note without the express prior written consent of Lender. Furthermore, the Borrower's obligations hereunder shall inure to Borrower's heirs, successors and assigns.

The Borrower represents and warrants that the Borrower (a) will not breach or be in default on any agreement, mortgage, loan or credit arrangement by their execution of this Note; and (b) will be bound and obligated under this Note and that this Note constitutes a valid, legal and binding obligation of the Borrower, enforceable by the Lender or its successors and assigns.

All notices hereunder shall be deemed given if hand-delivered or sent by certified mail, return receipt requested or recognized overnight carrier to the parties at the addresses specified above, or at such other addresses as the parties may specify from time to time in writing. Notice shall be deemed received upon delivery if hand-delivered or three (3) days after mailing, if mailed or one (1) day after being placed

with an overnight carrier. All rights and obligations under this Note shall extend to and be binding upon the respective heirs, successors and assigns of the Borrower and Lender.

This Note will be governed by and construed in accordance with the laws of the State of Florida, except to the extent that the UCC provides for the application for the law of the Borrower's state of residence. Should any one or more provisions of this Note be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

EXECUTED by each Borrower the day and year first above written.

_____

_____

(Print Name)

_____

_____

(Print Name)

EXHIBIT E

SECURITY AGREEMENT

THIS AGREEMENT, made as of _____, by and between _____, a _____having a principal address of _____ and _____, an individual having a principal address of _____ (collectively referred to as the "Debtor"), and Teams of Tomorrow Franchise Corporation with an address of 212 Crosley Street, West Monroe, LA, 71291 (the "Secured Party")

WHEREAS, Debtor has executed and delivered to Secured Party a promissory note, bearing even date herewith ("Note""), and

WHEREAS, Secured Party desires to secure the Debtor's payment of all amounts due under the Note and the Debtor's performance of all of their obligations under the Note by taking a security interest in certain of Debtor's property.

NOW, THEREFORE, intending to be legally bound by this Agreement, Debtor and Secured Party mutually covenant and agree as follows:

1. ***Security Interest***. Debtor hereby grants and conveys to Secured Party a continuing security interest in and lien upon all Collateral (as hereinafter defined), now owned or hereafter acquired or arising in connection with the Debtor's Franchised Business, as that term is defined in that certain franchise agreement executed by and between Debtor and Secured Party on or about _____, (hereafter the "Franchise Agreement") or otherwise, all in accordance with the provisions of the Uniform Commercial Code as enacted in the state in which the assets secured herein will be located (the "UCC"). Such security interest is granted as security for the payment of all amounts due by the Debtor to Secured Party under the Note and Debtor's performance of all of its obligations under the Note.

2. ***Collateral***. For purposes of this Agreement, "Collateral"" is defined to include all assets of the Franchised Business, now owned or possessed or hereafter acquired, wherever located, whether new or used, including but not limited to, all furniture, fixtures, equipment, tools, supplies, inventory, and bank accounts; and all proceeds and products therefrom and any and all substitutions, replacements, and additions thereof (including insurance and condemnation proceeds payable by reason of condemnation of or loss or damage thereto).

3. ***Debtor's Warranties, Representations and Agreements***. The Debtor represents and warrants to Secured Party and agrees that:

    (a) Except for the security interest herein granted, Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance;

    (b) Debtor agrees to keep complete and accurate Books and Records (as used herein, the term "Books and Records" is defined to include all books of original and final entry, records, ledgers, receipts and documentation, including computer programs, software, stored material and data banks associated with or arising out of Debtor's Franchised Business or record keeping) and make all necessary entries therein to reflect the quantities, costs, value and location of the Collateral. Debtor agrees to mark their Books and Records in such fashion as to indicate the security interest granted to Secured Party herein. Debtor will permit Secured Party, its officers, employees and agents, to have access to all of Debtor's Books and Records and any other records pertaining to Debtor's Franchised Business which Secured Party may request, and will

cause all persons and services including online accounts, bookkeeping services, accountants and the like, to make all such Books and Records available to Secured Party, its officers, employees and agents and, if deemed necessary by Secured Party in Secured Party's sole discretion, permit Secured Party, its officers, employees and agents to duplicate, at Debtor's expense, the Books and Records at Debtor's place of business or any other place where they may be found. Secured Party's right to inspect and duplicate Debtor's Books and Records will be enforceable at law by action of replevin or by any other appropriate remedy at law or in equity;

(c) The Collateral and Books and Records are, have been and will be kept at the Debtor's address as set forth above and/or the location set forth on Attachment 2 of the Franchise Agreement;

(d) Debtor shall immediately notify Secured Party in writing of any event causing deterioration, loss or depreciation in value of any of the Collateral and the amount of such loss or depreciation. Debtor shall permit Secured Party, its officers, employees and agents, access to the Collateral at any time and from time to time, as and when requested by Secured Party, for the purposes of examination, inspection and appraisal thereof and verification of Debtor's Books and Records pertaining thereto, and Debtor will pay the expenses of these inspections and audits on Secured Party's request. Debtor will promptly notify Secured Party in writing if there is any change in the status or physical condition of any Collateral. Debtor agrees not to return any Collateral to the supplier thereof without obtaining Secured Party's prior written consent;

(e) Debtor will not sell, exchange, lease, rent or otherwise dispose of any of the Collateral or of any Debtor's rights therein, other than in the ordinary course of Debtor's Franchised Business, without the prior written consent of Secured Party;

(f) Debtor will care for and preserve the Collateral in good condition and repair at all times and will pay the cost of repairs to and maintenance and preservation of the Collateral and will not permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement;

(g) No Event of Default has occurred and no event has occurred which, with the passage of time or the giving of notice or both, could be an Event of Default hereunder;

(h) Debtor will notify the Secured Party in writing prior to beginning to engage in business in any corporate or fictitious name other than its present corporate name;

(i) Debtor will not use the Collateral in violation of any federal, state or local statute or ordinance;

(j) Debtor will comply with each covenant set forth in the Note and the Franchise Agreement;

(k) Debtor will not hereafter grant a security interest in the Collateral to any person, firm or corporation;

(l) If any of the Collateral or any of Debtor's Books and Records are at any time to be located on premises leased by Debtor or on premises owned by Debtor subject to a mortgage or other lien, Debtor shall obtain and deliver or cause to be delivered to Secured Party prior to delivery of any Collateral or Books and Records concerning the Collateral to said premises, an agreement, in form satisfactory to Secured Party, waiving the landlord's, mortgagee's or lienholder's rights to enforce any claim against Debtor for moneys due under the landlord's lien, mortgagee's mortgage or other lien by levy of distraint or other similar proceeding against the Collateral or Debtor's Books and Records and assuring Secured Party's ability to have access to the

Collateral and Debtor's Books and Records in order to exercise Secured Party's rights to take possession thereof and to remove them from such premises;

(m) Debtor will keep the Collateral insured against all hazards in such amounts and by such insurers as are satisfactory to Secured Party, with insurance policies which provide for at least ten (10) days prior written notice to Secured Party of any cancellation or reduction in coverage. Debtor will cause Secured Party's security interest to be endorsed on all policies of insurance in such manner that all payments for losses will be paid to Secured Party as loss-payee and will furnish Secured Party with evidence of such insurance and endorsements. Debtor will keep such insurance in full force and in effect at all times. In the event that Debtor fails to pay any such insurance premiums when due, Secured Party may but is not required to pay such premiums and add the costs thereof to the amounts due Secured Party by Debtor under the Note. Debtor hereby agrees to pay such premiums to Secured Party with interest at the highest rate of interest being charged to Debtor by Secured Party under the Note at the time of payment of such premiums by Secured Party. Debtor hereby assigns to Secured Party any returned or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay Secured Party any amount so due.

4. ***Use of Collateral; Casualty***. Until the occurrence of an Event of Default, Debtor may sell and use the Collateral in the ordinary course of its business, consistent with past practices, and accept the return of and repossess goods constituting the Collateral. Immediately upon the loss, damage or destruction of any Collateral, Debtor will deliver to Secured Party an amount equal to the greater of Debtor's (a) actual cost or (b) replacement cost of the Collateral so lost, damaged or destroyed, less the amount of any insurance proceeds thereon anticipated to be collected and retained by Secured Party.

5. ***Event of Default***. The occurrence of any one or more of the following will be an "Event of Default" hereunder:

(a) The failure of Debtor at any time to observe or perform any of their warranties, representations or agreements contained in this Agreement or any other agreement between Debtor and Secured Party;

(b) Debtor's default under the terms of the Note;

(c) The subjection of the Collateral or any rights therein to or the threat of any judicial process, condemnation or forfeiture proceedings;

(d) The insolvency of Debtor, the commencement of a voluntary or involuntary case in bankruptcy against Debtor, the consenting of Debtor to the appointment of a receiver or trustee of any of its property or any part thereof, or the entry of any order of relief against Debtor in any case.

6. ***Secured Party's Rights and Remedies***. Upon or after the occurrence of any Event of Default, Secured Party may do any or all of the following, all of which rights and remedies shall be cumulative and any and all of which may be exercised from time to time and as often as Secured Party shall deem necessary or desirable:

(a) Exercise any and all rights, privileges and remedies available to Secured Party under this Agreement, the Note and the Franchise Agreement, and under the UCC, or any other applicable law, including without limitation the right to require the Debtor to assemble the Collateral and make it available to Secured Party at a designated place reasonably convenient for disposition;

(b) Cure any default in any reasonable manner and add the cost of any such cure to the amount due under the Note and accrue interest thereon at the rate then being charged by Secured Party under the Note;

(c) Retain all of Debtor's Books and Records;

(d) Upon five (5) days prior written notice to Debtor, which notice Debtor acknowledges is sufficient, proper and commercially reasonable, Secured Party may sell, lease or otherwise dispose of the Collateral, at any time and from time to time, in whole or in part, at public or private sale, without advertisement or notice of sale, all of which are hereby waived, and apply the proceeds of any such sale:

(i) first, to the expenses of Secured Party in preparing the Collateral for sale, selling and the like, including without limitation reasonable attorneys' fees and expenses incurred by Secured Party (including fees and expenses of any litigation incident to any of the foregoing);

(ii) second, to the payment in full of all sums owing to Secured Party under the Note and the satisfaction of all of the Debtor's obligations under the Note and the Franchise Agreement; and

(iii) any excess shall be paid to Debtor.

The waiver of any Event of Default, or Secured Party's failure to exercise any right or remedy hereunder, shall not be deemed a waiver of any subsequent Event of Default or of the right to exercise that or any other right or remedy available to Secured Party.

7. ***Miscellaneous***. The rights and privileges of Secured Party under this Agreement will inure to the benefit of its endorsers, successors and assigns forever and this Agreement shall bind all persons who become bound as a debtor to this Agreement. All representations, warranties and agreements of Debtor contained in this Agreement will survive this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, except to the extent that the UCC provides for the application for the law of the Debtor's state of residence. If any provision of this Agreement will for any reason be held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision hereof, but this Agreement will be construed as if such invalid or unenforceable provision had never been contained herein.

Signature Page Follows

Debtor and Secured Party have caused this Security Agreement to be duly executed and sealed as of the day and year first above written.

DEBTOR

_____

By: _____

_____
(Print Name, Title)

_____

By: _____

_____
(Print Name, Title)

SECURED PARTY

Teams of Tomorrow Franchise Corporation

By: _____

_____
(Print Name, Title)

EXHIBIT F

OPERATIONS MANUAL TABLE OF CONTENTS

(The Teams of Tomorrow Operations Manual is web-based and not available in hard copy)

01 - TOT National Office Information

02 - Business Setup Booklet

03 - Admin Booklet

04 - TOT Teacher Booklet

05 - Marketing Booklet

06 - Tournament Booklet

07 - Halftime Booklet

08 - Shine Time Booklet

09 - Songs Booklet

10 - Hiring Teachers Booklet

11 - Inventory Booklet

12 - Unit Scope & Sequence

13 - Lesson Plans (1-33)

14 - Brain Train Visuals

15 - Facebook Graphics

16 - Fonts, Artwork, and Images for Franchisees

17 - Labels

18 - Events, Exhibits & Camps

19 - Music

20 - Videos

21 - Documentation Forms

22 - Upper TOT Items

23 - Conference Handouts

24 - Portal FAQs

25 - TOTConnect FAQs

26 - Pre-Training Process

27 - Growth Team

EXHIBIT G

FRACNHISED OUTLETS

CURRENT FRANCHISEES
(as of December 31, 2025)

Address	City	State	Zip Code	Phone	Owner Name
7517 Breane Drive	Trussville	AL	35173	205.907.9094	Stacey McRae
190 Sterling Pl.	Odenville	AL	35120	205.999.4434	Bobbi Barton
4868 Keith Drive	Birmingham	AL	35242	662.801.0388	Anna Lysse McCarter
5509 S 65th St	Rogers	AR	72758	479.899.2171	Amanda Danenhauer
599 Channel Circle	Russellville	AR	72802	501.472.2443	Melanie Johnson
1995 E Coalton Rd Apt. W4201	Superior	CO	80027	314.703.2344	Angie Spradling
4068 S Richfield Way	Aurora	CO	80013	720.628.1610	Amber Koop
1421 Oneida St, Unit 1	Denver	CO	80220	601-832-4800	Heather Myers
2760 S Fairfax St	Denver	CO	80222	303.242.9159	Lauren Carranza
3345 S Pearl St	Englewood	CO	80113	863.295.2021	Krystal Sprouse
2340 Eileen Way	Parker	CO	80138	303.898.1973	Danielle Nappi
921 Birch Drive	Seminole	FL	33777	727-647-8844	Samantha Bastow
1091 Summit Circle	Watkinsville	GA	30677	229.854.0141	Stephanie Knisely
961 Miller Academy Road	Carrollton	GA	30117	770.328.8959	Patty Edison
245 Summit Place Drive	Sandy Springs	GA	30350	904-572-6624	Natalie Howard
1620 W 16th St	Sioux City	IA	51103	712-250-1036	Rylie Urquidi
344 Rembrandt Drive	Elizabethtown	KY	42701	601-624-2862	Erika Comley
479 Dr. Davis Rd	Calhoun	LA	71225	318.914.3381	Lucy Branton
4543 Inniswold Rd.	Baton Rouge	LA	70809	225.445.1262	Sissy Rogers & Jana Stubbs
740 Amy Ln	Haughton	LA	71037	318-553-3601	Lisa Delgado
307 Fairfield Dr.	Starkville	MS	39759	662.341.8928	Natalie Jolly
1 Middleton Place	Clinton	MS	39056	601.955.7156	Ramona Pevey
136 Franklin St	Oxford	MS	38655	662.871.3401	Marcy Byrd

4000 Lighthouse Drive	Long Beach	MS	39560	601.906.5248	Traci Hall
514 Dogwood Stand Road	Booneville	MS	38829	662.210.0573	Lauren Whitson
250 N Parkway St	Hernando	MS	38632	217-343-7348	Becca Walker
3704 NW 74th St	Kansas City	MO	64151	517-896-5215	Steve Fraley
237 Walking Horse Trail	Mooresville	NC	28036	316-734-5001	Tami Schauf
250 Bells Crossing	Davidson	NC	28117	562-225-2290	Kari Scott
P.O. Box 873	Norman	OK	73070	405.316.0917	Missy Wallace
219 E. Glenwood Avenue	Knoxville	TN	37917	865.696.6686	Hannah Blair
321 Hartmus Lane	Jackson	TN	38305	731.697.9274	Mary Elizabeth Christenson
3833 Somers Lane	Thompson’s Station	TN	37179	615.957.5556	Pam McMillan
373 Sango Rd	Clarksville	TN	37043	931-260-7323	Jody Heady
103 Rebel Road	Hendersonville	TN	37075	615-594-0618	Allie Benton
P.O. Box 53771	Lubbock	TX	79453	806.445.0083	Leah Degan
371 VZ County Road 4113	Canton	TX	75103	972.824.3009	Debra Wood
2808 Berry Trace	Schertz	TX	78154	210.383.1311	Dana Elliot
7710 Oakstone Place	San Antonio	TX	78251	210.387.5501	Laura Black
1014 Applewood Dr.	Friendswood	TX	77546	281.435.1509	Miranda Baker
15460 Baker Meadow Loop	College Station	TX	77845	979.324.8325	Ashley Justice
116 Gooch Ave	Mason	TX	76856	832.350.6439	Sarah Grote
114 Kendall View Dr	Boerne	TX	78006	210.421.3714	Kelly Stewart
717 W Karnes	Robinson	TX	76706	903-880-8904	Kelsi Caraway
7509 Pennsylvania Ave	Amarillo	TX	79119	806.664.1830	Chasity Nachtigall
1214 St. Andrews Dr	Mansfield	TX	76063	817.343.5922	Jennifer Spiegel
190 W. Barfield St.	Sour Lake	TX	77659	409.225.1921	Christy Vanya
18102 Norwood Oaks Dr.	Spring	TX	77379	713-826-2053	Theresa Wilson

5320 Lake Shore Drive	Wichita Falls	TX	76310	806.662.1264	Sam Steen
621 Donna Ct	Burleson	TX	76028	817.228.3882	Dawn Groves
16377 N Western Ave	Gardendale	TX	79758	806.240.1179	Lacey Hittson
27302 Tropper Hill Lane	Spring	TX	77386	903-258-1035	Shelley Salvage
11926 Salt Creek Road	Temple	TX	76501	254-721-2547	Rachel Calhoun
917 Stanfield Circle	Bryan	TX	77802	832.344.6752	Mina Garner
1480 Ashbourne Dr.	Rockwall	TX	75087	214.532.5806	Jennifer Flowers

FORMER FRANCHISEES

that had an outlet 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 has not communicated with the franchisor within the 10 weeks preceding the Issuance Date of this Disclosure Document:

NONE

EXHIBIT H

FORM OF RELEASE

GENERAL RELEASE

This release (the "Release") is given this day of _____ by _____ _____, a(n) _____, with its principal place of business located at_____ _____ ("Franchisee") and _____'s principals _____, an individual residing at _____and ("Principal(s)").

Franchisee and Principal(s), on behalf of themselves and their respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all other persons acting on their behalf or claiming under them (collectively, the "Franchisee Releasors"), hereby release, discharge and hold harmless Teams of Tomorrow Franchise Corporation ("Franchisor") and Franchisor's parent company, affiliates, officers, directors, members, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Franchisor Releasees") from any suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected arising under, relating to, or in connection with the Franchise Agreement dated _____between Franchisee and Franchisor and any related agreements and the relationship created thereby, or the Franchised Business operated under the Franchise Agreement, or any claims or representations made relative to the sale of the franchise to operate such Franchised Business or under any federal or state franchise or unfair or deceptive trade practice laws, which any of the Franchisee Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Franchisee Released Claims").

FRANCHISEE AND PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT. The Franchisee Releasors also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Franchisor Releasees with respect to any Franchisee Released Claim, and Franchisee and Principal(s) shall defend, indemnify and hold harmless each of Franchisor Releasees against same.

Release given this day of _____ by:

FRANCHISEE (Entity):

_____

By:_____

_____,_____
(Print Name, Title)

FRANCHISEE (Principal):

_____

_____
(Print Name)

FRANCHISEE (Principal):

_____

_____
(Print Name)

EXHIBIT J

STATE-SPECIFIC ADDENDA

NONE

EXHIBIT J

FRANCHISEE ACKNOWLEDGEMENT STATEMENT

FRANCHISEE ACKNOWLEDGEMENT STATEMENT

Franchisee hereby acknowledges the following:

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

_____
Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

_____
Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

_____
Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

_____
Initial

6. Franchisee acknowledges that Franchisor's mutual agreement to Franchisee's Territory does not constitute a warranty, recommendation or endorsement of the Territory for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business in the Territory will be successful or profitable.

_____
Initial

7. Franchisee acknowledges that it has received the Teams of Tomorrow Franchise Corporation, Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

_____
Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

_____
Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____
Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

_____
Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE TEAMS OF TOMORROW FRANCHISE CORPORATION, AND ANY OF ITS PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING

ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE.

_____
Initial

FRANCHISEE (Entity):

_____

By:_____

_____,_____
(Print Name, Title)

Date:_____

FRANCHISEE (Principal):

_____

_____
(Print Name)

Date: _____

FRANCHISEE (Principal):

_____

_____
(Print Name)

Date: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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
Not Applicable	Not Applicable

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT K

RECEIPTS

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Teams of Tomorrow Franchise Corporation 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.

New York requires you to receive this Franchise 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.

If Teams of Tomorrow Franchise Corporation 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, DC, 20580, and to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Rachel Hayes 212 Crosley Street West Monroe, LA 71291 318-547-6505	Lance Hayes 212 Crosley Street West Monroe, LA 71291 318-547-6505

Issuance Date: May 22, 2026

I received a Disclosure Document dated _____, , that included the following Exhibits:

EXHIBIT A:	List of State Franchise Administrators and Agents for Service of Process
EXHIBIT B:	Franchise Agreement
EXHIBIT C:	Financial Statements
EXHIBIT D:	Promissory Note
EXHIBIT E:	Security Agreement
EXHIBIT F:	Operations Manual Table of Contents
EXHIBIT G:	Franchised Outlets
EXHIBIT H:	Form of Release
EXHIBIT I:	State-Specific Addenda
EXHIBIT J	Franchisee Acknowledgement Statement State Effective Dates
EXHIBIT K:	Receipt

Date Received:_____ Date:_____
(If other than date signed)

_____
(Signature of recipient)

Print Name:_____

Print Address:_____

_____

KEEP FOR YOUR RECORDS

RECEIPT

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EXHIBIT I:	State-Specific Addenda
EXHIBIT J	Franchisee Acknowledgement Statement State Effective Dates
EXHIBIT K:	Receipt

Date Received:_____ Date:_____
(If other than date signed)

_____
(Signature of recipient)

Print Name:_____

Print Address:_____

_____

Please return signed receipt to Teams of Tomorrow Franchise Corporation
212 Crosley Street, West Monroe, LA 71291