FRANCHISE DISCLOSURE DOCUMENT

Twinkle Toes Nanny Agency Franchise System, LLC
A Florida Limited Liability Company
9145 SW 49th Place
Gainesville, FL 32608
www.TwinkleToesNanny.com
email: Kristy@TwinkleToesNanny.com
(352) 682-8405

Twinkle Toes Nanny Agency Franchise System, LLC offers a franchise for the establishment and operation of a nanny and babysitter referral service using Twinkle Toes' proprietary system.

The total investment necessary to begin operations of a Twinkle Toes Nanny Agency Franchise is \$63,350 - \$91,350. This includes \$49,500 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 this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Kristy Bickmeyer, 9145 SW 49th Place, Gainesville, FL 32608, (352) 682-8405.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract 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.

Issuance date: April 29, 2025

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 Exhibits F and 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 H 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 Twinkle Toes Nanny Agency 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 Twinkle Toes Nanny Agency franchisee?	Item 20 or Exhibits F and 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 B.

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

Special Risks to Consider About *This* Franchise

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

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

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

3. **Going Concern**. The auditor's report on the franchisor's financial statements expresses substantial doubt about the franchisor's ability to remain in business. This means that the franchisor may not have the financial resources to provide services or support to you.

4. **Sales Performance Required**. 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 Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

MICHIGAN ADDENDUM
TO THE DISCLOSURE DOCUMENT

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

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

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

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

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards; (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor; (iii) The unwillingness of the proposed transferee to agree in writing

to comply with all lawful obligations; (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to Department of the Attorney General's Office, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 525 W. Ottawa Street, Lansing, Michigan 48913; telephone number (517) 373-7117.

THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

TABLE OF CONTENTS

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

To simplify the language in this disclosure document, the terms “we,” “us,” “our” and “Twinkle Toes” refer to Twinkle Toes Nanny Agency Franchise System, LLC, the Franchisor. The terms “you” and “your” refer to the person or entity that buys this franchise, including any guarantors.

The Franchisor

We are a Florida limited liability company formed on July 21, 2016. We do business under our corporate name and the name “Twinkle Toes.” Our principal business address is 9145 SW 49th Place, Gainesville, FL 32608.

We have offered franchises of the type offered here since March 2017.

We may at times acquire and operate a franchised outlet and run it as a company store.

Exhibit B contains our agents for service of process.

Parents and Predecessors

We do not have any parents or predecessors.

Affiliates

We have an affiliate, CompanionPay LLC, with a principal business address of 9145 SW 49th Place, Gainesville, Florida 32608, which was formed on May 19, 2021 in the state of Florida. CompanionPay collects billings from families served by franchisee nannies and pays the nannies and franchisees and remits reports to us. CompanionPay does not operate a business of the type being franchised and has not offered franchises in this or any other line of business.

We previously had an Affiliate, Twinkle Toes Nanny Agency, LLC (“TTNA”), with a principal business address of 9145 SW 49th Place, Gainesville, Florida 32608, which was formed on May 18, 2011 in the state of Florida and operated a business similar to the type of business offered through this Disclosure Document, in Gainesville, Florida. In March 2022, this outlet was sold to the same entity as a franchisee.

We previously had an Affiliate, Twinkle Toes Nanny Agency Tampa, LLC (“TTNAT”), with a principal business address of 9145 SW 49th Place, Gainesville, Florida 32608, which was formed on September 26, 2012 in the state of Florida and operated a business similar to the type of business offered through this Disclosure Document, in Tampa, Florida. In March 2022, this outlet was sold to the same entity as a franchisee, but then later resold to another franchise owner.

TTNA and TTNAT do not and have not previously offered franchises in this or any other line of business and do not offer any products or services to our franchisees.

The Franchise Offered

The franchise offered is to operate a nanny and babysitter referral service ("Franchised Business) using Twinkle Toes' proprietary system. The franchise or Franchised Nanny Agency does business under the trade name Twinkle Toes Nanny, and also uses our other related service marks, trademarks or logos (our "Marks"). The franchise can be located in an approved home office or commercial office space. The franchise operates using our standards, methods, procedures and specifications, called our "System."

Market and Competition

The general market for this service is developed. Your services will primarily be sold to individuals specifically parents or primary caregivers in need of customized nanny and childcare services. You may also encounter competition from other Twinkle Toes Nanny Agency Franchises. Your business may fluctuate depending on the seasons, such as when children are in school.

Competitors include private professional sitters, online babysitting services, franchised operations, national chains, and independently owned companies offer similar services to customers.

Industry Specific Regulations

You must comply with federal, state, and local laws or regulations that apply to your business. Some states may have childcare specific statutes that apply to businesses involving children or childcare. These statutes may require caregivers to meet licensing or certification requirements; be specially screened; review safety standards; be bonded; meet certain child-care standards; or have special driving permits in order to drive children. You must investigate and comply with all applicable federal, state, county and city laws and regulations. You should investigate the application of these laws further.

ITEM 2
BUSINESS EXPERIENCE

Kristy Bickmeyer, CEO. Kristy Bickmeyer, has served as our CEO since we were formed. She also served as the President of our former Affiliate, Twinkle Toes Nanny Agency, LLC and from May 2011 to March 2022, as President of our former affiliate Twinkle Toes Nanny Agency Tampa, LLC from September 2012 to March 2022, and as the President of our former Affiliate, Twinkle Toes Nanny Agency Jacksonville, LLC, from 2013 to 2018.

Robin Reed, COO. Robin Reed has served as our COO since June 2024. Robin Reed has also served as a franchise owner of ours in Nashville, TN since March 2024. Robin Reed has also served as a Manager for our former affiliate, Twinkle Toes Nanny Agency Tampa, LLC from November 2014 to March 2022. Robin Reed served as a Nanny for our former affiliate, Twinkle Toes Nanny Agency, LLC in Gainesville, Florida from January 2014 to December 2014.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

You must pay us an Initial Franchise Fee of $49,500.

If you already own and successfully operate a franchise territory, we may permit you to purchase a second franchise territory from us for an Initial Franchise Fee of $39,500.

The initial fees are due to us in full when you return to us signed copies of your Franchise Agreement. The initial franchise fee is fully earned and nonrefundable upon your signing of the franchise agreement and receipt of the funds by us.

We disclose financing terms in Item 10.

ITEM 6
OTHER FEES

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
Royalty Fee- in Territory	5% of Gross Sales, with a minimum royalty of $250 per month.	Payable monthly	Royalties are not charged the first 3 months if you are a new franchisee under your first franchise agreement provided you did not purchase an existing business. The Royalty Fee is lowered to 4% of Gross Sales on all Gross Sales in a given month immediately following a month in which Franchisee achieves an average of 2000 hours or more of paid nanny time per week. (Note 3 - definition of Gross Sales)
Royalty Fee-out of Territory	6% of Gross Sales	Payable Monthly	You agree to pay us this Royalty Fee on revenue generated serving families outside of your Territory, with our permission. The Royalty Fee is lowered to 5%

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
			of Gross Sales on all Gross Sales in a given month immediately following a month in which Franchisee achieves an average of 2000 hours or more of paid nanny time per week.
E-Mail Fee	$20 per month	Monthly	You agree to pay us this fee for each Twinkle Toes e-mail account that we provide to you. We may adjust this fee over time.
Text Fee	$.008 per text	Monthly	You agree to pay us this fee for the option on your website to send text messages.
Technology Fee	$300 per month	Monthly	
Local Advertising	At least $800 per month until your placement hours reach 1,800 per month, then a minimum of 1% of Gross Sales.	Monthly	You would normally pay these sums directly to providers, but there may be times when we handle or coordinate local advertising programs.
Marketing Fund Contribution	Currently $0, but may be up to 2% of Gross Sales	If established, payable monthly with Royalty	We do not currently have a Marking Fund. If we establish one, you will pay your marketing fund contribution to us. We will give you 30-days' notice before increasing required contributions.
Audit or Inspection Expenses	Cost of the audit or inspection, including travel expenses and reasonable accounting and attorney fees	Upon demand	Payable if an audit shows that you have not spent the required amount on Local Advertising, or an underpayment of more than 3% of what is due to us.
Interest on underpayment	Interest at the rate of 18% per annum (or highest rate allowed by law, if less)	Upon demand	If an audit or inspection shows that you have underpaid the amount owed to us, then you must pay the amount of the underpayment plus interest.
Late Fees	$75, plus interest at the rate of 1.5% per month (or the highest rate allowed by law, if less)	Five days after any payment is due	Payable if amount due to franchisor is not received within 5 days after due date. (Note 4)

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
Noncompliance Fee	Up to $300	As incurred.	Payable for any violation by Franchisee of any term or condition of the Franchise Agreement.
Third Party Charges	At cost	As incurred	You agree to reimburse us for any third-party charges we incur on your behalf.
Approval of Products or Suppliers	$100 an hour plus costs incurred	Time of evaluation	If you would like to use a product or service that we have not approved, it will need to be evaluated by an independent agency to determine whether it meets our standards and specifications.
Renewal Fee	$5,000	At Renewal	Payable to us at the time of renewal.
Transfer Fee	$10,000	At the time of transfer	Payable to us at time of transfer. Does not apply to an assignment under
System Modifications	Not more than $15,000 during the first two years of the initial franchise term	As required	If we make changes to our System, you must adapt your business to conform to the changes. Some examples of changes include new equipment, fixtures, software or new Marks.
Relocation Assistance	Actual amount incurred	Time of assistance	If you need our assistance to relocate, you must reimburse our costs to assist you, including but not limited to, legal and accounting fees.
Additional Operations Assistance	Currently $800 per day plus our expenses	Time of assistance	We provide assistance related to the beginning of operations. You pay for additional assistance if you request it.
Substitute or New Manager Training	Currently $800 per day, plus our expenses	Time of training	If we must train a new Managing Owner for you, you agree to pay this fee, our costs, and any costs you or your Managing Owner incur to attend training.
Ongoing Training	Pro-rata share of our costs	Time of training	If we offer ongoing training, you agree to pay our pro-rata costs plus all costs you incur to attend.
Additional	$800 per day plus	Time of program	If you require training at a time or

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
Training	our expenses		place other than Twinkle Toes' regularly scheduled initial training programs, you agree to pay Twinkle Toes' fee plus all costs and expenses of such training. You may also request additional Special Training after the conclusion of Twinkle Toes' initial training program. Special Training is provided upon your request and at Twinkle Toes' convenience, and you agree to pay Twinkle Toes' fee plus all costs and expenses of such additional training. We may also require additional training as a condition of curing any non-payment default. And we do require retraining if you are not meeting your Fourth Quarter Minimum Hours Performance Requirements.
Social Media Fee	$600 per month	Monthly	You are responsible for your own social media pages per our guidelines and must be active on Instagram and Facebook. Or you can have us manage your social media by paying this fee.
Customer Service	Actual amount incurred	Upon demand	If we must intervene in a customer service issue to resolve a customer complaint, you must reimburse us.
Temporary Management Assistance	Currently, $600 per day, plus our expenses	Each month that it applies	If you breach the Franchise Agreement or following the death or incapacity of an owner of the franchise, we may temporarily manage your Franchised Nanny Agency.

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
Cost of Enforcement	All costs including reasonable attorneys' fees	As incurred	You must reimburse us for all costs in enforcing obligations if we prevail.
Taxes	Actual amount incurred	As incurred	You agree to pay us an amount equal to all sales taxes, excise taxes, use taxes, withholding taxes, and similar taxes imposed on the fees payable by you to us or on goods or services furnished to you by us at the same time that you remit such fees to us, whether such goods or services are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on us for doing business in the state where the Franchised Business is located.
Indemnification	All costs including reasonable attorneys' fees	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the Franchised Nanny Agency. We also provide indemnification to you for any lawsuits or claims arising from your authorized use of the Marks.
Insurance	All premiums, costs and expenses we incur, plus a reasonable fee for Twinkle Toes' time.	As incurred	If you fail or refuse to obtain and maintain the insurance we require, we may obtain such insurance for you, and you shall reimburse Twinkle Toes for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for Twinkle Toes' time incurred in obtaining such insurance.
Attorney's Fees and Costs	Actual amount incurred	At time of expense	If we are the substantially prevailing party in litigation with you, you agree to pay our costs and attorney fees.

Note 1: Except where otherwise specified, we uniformly impose and collect all the fees in this table, you pay them to us, and we do not refund them.

Note 2: You are required to use our affiliate, CompanionPay LLC, to send invoices and collect payments from families served by your nannies and to remit payment to your nannies for their services, and remit the remainder, after any applicable charges, to you. You will be responsible for any credit card processing fees imposed. We will withhold any amounts that you may owe to us, and apply such payments to past due debts in our sole discretion. Further, you agree to complete such authorization and forms as CompanionPay LLC or its affiliated credit card processors may require. We reserve the right to modify who handles billing and collections and how this is handled in the future.

Note 3: "Gross Sales" is defined as all revenues that you derive or receive, directly or indirectly, from the operation of the Franchised Business, excluding only sales and use taxes, credit card processing fees on payments from families, nanny mileage costs, gratuities paid to nannies, and miscellaneous charges added to the nanny's timesheet.

Note 4: Late fees begin from the date payment was due, but not received, or date of underpayment.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee[1]	$49,500	$49,500	Lump sum	Upon entering into franchise agreement	Us
Real Estate/Rent[2]	$0	$2,000	As incurred	Prior to opening	Lessor
Utility Deposits[3]	$0	$500	As incurred	Prior to opening	Third-party vendors
Leasehold Improvements[4]	$0	$5,000	As incurred	Prior to opening	Third-party vendors
Insurance[5]	$5,000	$6,000	Lump sum	Prior to opening	Third-party vendors
Office Equipment and Supplies[6]	$2,000	$5,000	As incurred	Prior to opening	Third-party vendors
Travel and Living Expenses to Attend Training[7]	$500	$2,000	As incurred	Prior to opening	Third-party vendors
Signage[8]	$200	$1,000	As incurred	Prior to opening	Third-party vendors
Initial Inventory[9]	$100	$100	As incurred	Prior to opening	Third-party vendors
Grand Opening Advertising[10]	$1,500	$2,500	As incurred	First 3 Months of Operation	Third-party vendors
Computer & Software[11]	$2,000	$5,000	As incurred	Prior to opening	Third-party vendors
Licenses & Permits[12]	$50	$750	As incurred	Prior to opening	Licensing Authorities
Legal & Accounting[13]	$500	$2,000	As incurred	Prior to opening	Accountants, Attorneys
Additional Funds - 3 Months[14]	$2,000	$10,000	As incurred	As incurred	Third-party vendors, employees
TOTAL[15]	$63,350	$91,350			

*None of the fees paid to us in this chart are refundable. Whether such fees paid to third parties are refundable would depend upon their policies.

Note 1 – Initial Franchise Fee. The above table sets forth the initial investment for the purchase of one territory. Depending on your creditworthiness, we may finance up to $30,000 of the initial franchise fee over an 18 month period at 8.5% interest per annum. For a $30,000 loan at 8.5% per annum interest, the monthly payment would be approximately $1,781.06 per month. See Item 10 for further information.

Note 2- Real Estate/Rent. You will operate the Franchised Nanny Agency from an office you set up in your home or from an approved location. The low estimate is based on the assumption that you operate the Franchised Nanny Agency from your home. The high estimate is based on the assumption that you will lease a commercial office unit and will pay a security deposit equal to 2 months' rent to lease the office. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations. Lease costs will vary based upon square footage and cost per square foot. Estimated rental costs for 3 months are included with the category "Additional Funds."

Note 3 – Utility Deposits. If you are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, telephone, internet, gas and water. If you establish a home-based business, we assume your costs will be minimal.

Note 4 – Leasehold Improvements. To adapt the office for operation of the Franchised Nanny Agency, you may need to make some minor renovations or improvements. The cost of the leasehold improvements will vary depending on factors, including the size, condition and location of the facility, local wage rates and the cost of materials. The low estimate assumes that you will need fewer renovations.

Note 5 – Insurance. You will need insurance as we describe in Item 8. You must purchase all insurance required by law (including all required employment/worker's compensation insurance) and all insurance necessary to cover your obligations, including indemnification obligations, under the Franchise Agreement. Factors that may affect your cost of insurance include the size and location of the Franchised Nanny Agency, value of the leasehold improvements, equipment, and inventory, number of employees and other factors.

Note 6 – Office Equipment and Supplies. You must purchase general office supplies, including stationery, business cards and typical office equipment.

Note 7 – Travel and Living Expenses to Attend Training. You must attend our initial training program. Initial training will be held at a location we designate, normally Gainesville, Florida. You are responsible for transportation and expenses for meals and lodging while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose.

Note 8 – Signage. The signage requirements and costs will vary based upon the local market for signage.

Note 9 – Initial Inventory. You must purchase an initial inventory of supplies for use in the operation of the Franchised Nanny Agency. Costs vary based on the location the Franchised Nanny Agency, suppliers and other factors.

Note 10 – Grand Opening. You must spend a minimum amount we specify on grand opening advertising during the first 3 months of operation. We determine the minimum based on our assessment of your advertising costs in your area and the time of year that you are opening. You may choose to spend more. Factors that may affect the actual amount you spend include the type of media used, the size of the area you advertise to, local media cost, location of the Franchised Nanny Agency, time of year and customer demographics in the surrounding area.

Note 11 – Computer & Software. You must purchase computer equipment and software we designate for use in the operation of the Franchised Nanny Agency.

Note 12 – Licenses & Permits. State and local government agencies typically charge fees for occupancy permits, operating licenses and permits to make improvements to your office. Your actual costs may vary from the estimates based on the requirements of state and local government agencies.

Note 13 – Legal & Accounting. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your Franchised Nanny Agency. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants.

Note 14 – Additional Funds. We recommend that you have a minimum amount of money available to cover operating expenses, including rent, utilities and employees' salaries, for the first 3 months that the Franchised Nanny Agency is open. We cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high.

Note 15 – Total. In compiling this chart, we relied on our and our Affiliate's industry knowledge and experience. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise.

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ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Goods or Services Required to be Purchased or Leased:

Advertising and Marketing. You must use advertising material from us, a vendor that we designate, or we must approve the advertising in writing, prior to its use.

Business Networking. You must belong to such business networking groups as we may specify in the Operations Manual or otherwise. At present, you must belong to BNI or another specified or approved business to business networking group for the first year as a franchisee.

CompanionPay Billing and Collection Services. You agree to use our affiliate, CompanionPay LLC, for billing and collection services regarding billings to families and customers that your nannies serve. You must also use CompanionPay LLC to pay your nannies.

Computer and Point-of-Sale System. You must purchase computer hardware and point-of-sale system in accordance with our specifications, which may include vendor designations.

Furniture, Fixtures and Equipment. You must purchase any furniture, fixtures, equipment, or signage under our specifications in the Twinkle Toes Confidential Operations Manual ("Confidential Operations Manual").

Insurance. Franchisee shall procure within sixty (60) days of the Effective Date of the Franchise Agreement and prior to opening the Franchised Business for business and maintain in full force and effect during the term of this Agreement, the types of insurance listed below. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured or loss payee, and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by a lender or lessor, Franchisee shall procure:

Type	Amount
Comprehensive General Liability Insurance	$75,000 per occurrence/ $500,000 aggregate
Professional Liability Insurance (including a nanny clause) in amounts and terms acceptable to Franchisor	$500,000
Automobile Liability Insurance	$500,000 (when available)
Employer's Liability, Worker's compensation, and Occupational Disease Insurance	At least the statutory minimum required by state law
Any other such insurance as is necessary to provide coverage under the indemnity provisions in the franchise agreement	As needed

You may, with our written consent, elect to have reasonable deductibles for the coverages described in above. Certificates of insurance must be sent in upon annual expiration date.

Uniforms. You must purchase uniforms pursuant to our specifications, which may include a vendor designation.

Whether we or our Affiliates are Approved Suppliers:

We are a supplier of marketing materials but not the only approved supplier. We are the only approved supplier of the Twinkle Toes Nanny Agency Software and website services.

Our affiliate, CompanionPay LLC, is the only approved supplier of billing services for families that your nannies serve and for paying nannies.

Officer Interests in Suppliers:

Our officer Kristy Bickmeyer owns an interest in us and in our affiliate, CompanionPay, LLC.

Alternative Suppliers:

We do not maintain written criteria for approving suppliers and thus these criteria are not available to you or your proposed supplier. We do permit you to contract with alternative suppliers if approved by us and they meet our criteria. We charge $100/hour plus any costs incurred to test another supplier that you propose. If you wish to propose to us another supplier, you may submit the proposed supplier that you wish for us to consider in writing. Your request must include sufficient specifications, photographs, drawings and other information and samples to enable us to determine whether supplier meets our specifications. Your request must also provide confirmation that the supplier is financially sound and carries adequate liability insurance. We will examine the quality of the items and the supplier's ability to supply a sufficient quantity in a timely way with good customer service to determine whether to consider adding the supplier to our list of approved vendors. We will notify you within 30 days if we approve or disapprove of an alternative supplier. If we revoke approval for a supplier, we will provide written notice to you.

Issuance and Modification of Specifications:

We issue and modify specifications and standards to franchisees or approved suppliers through our Operations Manual or through informational bulletins we issue from time to time.

Revenue from Required Purchases:

We do not currently, but may in the future, derive revenue or other material consideration from required purchases or leases by you.

In our last fiscal year ending December 31, 2024, we did not earn revenue or other material consideration from required purchases or leases by franchisees.

Our affiliate, CompanionPay, LLC, may earn revenue from required franchisee purchases.

In our last fiscal year ending December 31, 2024, our affiliate CompanionPay, LLC, earned $4,575.50 from required franchisee purchases.

Required Purchases as a Proportion of Costs:

We estimate that required purchases described above will be approximately 10-15% of all purchases and leases by you of goods and services to establish a franchise and approximately 10-15% of your operating costs.

Supplier Payments to Us:

At present, Choice Process pays us 3% of their revenues for processing franchisee purchases, which totaled $2,193 in 2024.

Purchasing or Distribution Cooperatives:

We do not have any purchasing or distribution cooperatives currently.

Purchase Arrangements:

We may negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees.

Material Benefits:

We do not provide material benefits to you based on your use of a particular supplier. However, when your franchise is up for renewal, to continue your franchise rights, we require you to be in compliance with your franchise agreement, which includes compliance with any supplier standards contained in our Operations Manual.

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.

Franchisee's Obligations	Section In Franchise Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	3, 6.2	11, 12
b. Pre-opening purchases/leases	6.9, 6.10, 6.11, 6.12	7, 8

Franchisee's Obligations	Section In Franchise Agreement	Item in Disclosure Document
c. Site development and other pre-opening requirements	6.2, 7	7, 8, 11
d. Initial and ongoing training	6.1, 6.8	11
e. Opening	6.3	11
f. Fees	4, 6, 7, 15, 20.11	5, 6, 7, 8, 11
g. Compliance with standards and policies/Manual	6.4, 7, 8, 9, 10	8, 11, 15, 16
h. Trademarks and proprietary information	7, 8, 9,	13, 14
i. Restrictions on products/services offered	6.6	8, 16
j. Warranty and customer service requirements	6.7	6
k. Territorial development and sales quotas	3, 6.15	12
l. Ongoing product/service purchases	4, 6.10, 6.11, 6.12	11
m. Maintenance, appearance & remodeling requirements	6.13	Not Applicable
n. Insurance	6.9	6, 7, 8
o. Advertising	7	6, 7, 11
p. Indemnification	14.3	6
q. Owner's participation/management/staffing	6.5	15
r. Records and reports	10	11
s. Inspections and Audits	10	6, 11
t. Transfer	15	6, 17

Franchisee's Obligations	Section In Franchise Agreement	Item in Disclosure Document
u. Renewal	2.2	17
v. Post-termination obligations	12, 13, 14	15, 17
w. Non-competition covenants	13	15, 17
x. Dispute resolution	20	17

ITEM 10
FINANCING

We may offer financing for your Initial Franchise Fee if you meet our qualifications. The following table summarizes the financing we may offer you for the Initial Franchise Fee.

Item Financed	$30,000 of the Initial Franchise Fee.
Source of Financing	Us
Down Payment	Remainder of Initial Franchise Fee
Amount Financed	Up to $30,000
Interest Rate/Finance Charge	8.5% per annum
Period of Repayment	Up to 18 months
Security Required	None
Whether a Person Other than the Franchisee Must Personally Guarantee the Debt	If the franchisee is an entity, its owners must personally guarantee the debt
Prepayment Penalty	None
Liability Upon Default	Termination of the franchise; you must pay entire amount due, our attorney fees, and court costs in collecting debt
Waiver of Defenses or Other Legal Rights	Waiver of the benefit of the homestead exemption and of all other exemptions available to him and also waives presentment, demand, protest, notice of dishonor and all other notices of every kind and nature to which the maker would otherwise be entitled under the applicable law.

*The required down payment, amount financed, term, and interest rate will vary depending upon your creditworthiness, down payment, desired term, and industry experience.

Exhibit D contains the form of Promissory Note that we require you to sign.

We do not guarantee your notes, leases, or obligations. We may sell, assign, or discount any note, contract or other instrument signed by you to any affiliate or third party who may be immune under the law to claims or defenses you may have against us. We do not receive any direct or indirect payments or other consideration for placing financing.

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

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

Pre-Opening Obligations:

Initial Training. We offer initial training on the topics listed in the chart below. The training must be completed within 60 days of the effective date of the franchise agreement. (Franchise Agreement, Section 5.1).

Site Selection. As you may work from your home or any office location in your Territory, we do not provide site selection assistance. (Franchise Agreement, Section 5.2).

Assistance to obtain equipment, signs, fixtures, opening inventory, and supplies. We provide our criteria and guidance to obtain equipment, signs, fixtures, opening inventory, and supplies. Otherwise, we provide the names of approved vendors or specifications for these items. (Franchise Agreement, Section 5.3).

Operations Manual. We provide access to our Operations Manual ("Manual") to offer guidance in operating your Franchised Business. (Franchise Agreement, Section 5.4).

Establishing Prices. We provide assistance and guidance in establishing prices for products and services. (Franchise Agreement, Section 5.4 and 5.5)

Length of Time Before Opening. You must be open for business within 60 days of completion of Initial Training. You will typically be open for business within 90 days of signing the Franchise Agreement, if you are not open within 100 days we have the right to terminate the Franchise Agreement and keep the non-refundable franchise fee. (Franchise Agreement, Section 6.3).

Factors affecting the time length to open for business include: obtaining any needed licenses or permits, obtaining marketing materials, obtaining computer hardware, software, equipment, and office supplies, hiring and training staff, and the time required to complete the Initial Training.

During the Operation of the Franchise:

Operational Support. We offer periodic assistance with operating problems and issues that you may encounter. (Franchise Agreement, Section 5.5). We may make periodic visits to provide you with consultation, assistance and guidance in various aspects of the operation and management. .(Franchise Agreement, Section 5.5).

Computer Hardware and Software. We specify computer hardware and software to assist in the operation of your Franchised Business. (Franchise Agreement, Section 5.6).

Additional Training or Seminars. We may elect to offer additional trainings, seminars, and webinars and may require your attendance, but will require no more than two additional training sessions in a calendar year. We reserve the right to charge for such training. In any event, you must pay for any travel and living expenses to attend. If you request or are required to undergo additional training other than training scheduled by us, you must pay us and pay for all related expenses to attend. (Franchise Agreement, Section 5.7.

Marketing Support. We approve advertising you provide to us and may handle or coordinate local advertising programs. We offer access to a Marketing Plan at initial training as well as marketing assistance and support. (Franchise Agreement, Section 7).

Advertising Program and Fund:

Grand Opening Marketing. During your first 3 months of operation, you must spend a minimum amount we specify on local advertisement and promotion of initial opening (grand opening advertising), including direct mail advertising, dues for BNI membership, other business organizations, event dues or other solicitation, social media, SEO, Adwords, on-line marketing and promotional efforts. We determine the minimum amount by assessing advertising costs in your area and taking into account the time of year your opening occurs. We will provide you with guidance for conducting grand opening advertising, and we will review and approve the materials you use in your grand opening advertising. (Franchise Agreement, Section 7.1(e)).

Local Advertising and Marketing Plan. We require you to spend at least $800 per month until your placement hours reach 1,800 per month, then a minimum of 1% of Gross Sales per month on local advertising pursuant to our guidelines. (Franchise Agreement, Section 7.1(f)).

Advertising Fund. We reserve the right to implement an Advertising Fund and if we do, you agree to contribute up to 2% of your Gross Sales into the fund.

We have the sole right to oversee the advertising program and to use the Fund to conduct national, regional or local advertising. We will contribute to the Fund amounts equal to your required percentage for each company-owned location. The Fund is not audited. Unaudited financial statements of the Advertising Fund will be made available to you upon written request. We may be paid for reasonable administrative costs and overhead incurred in administering the Fund. We may use Advertising Fees to solicit new franchise sales. If not all Advertising Fees are spent in the fiscal year they accrue, we will carry over those fees and apply them to the next fiscal year. (Franchise Agreement, Section 7.2)

In our last fiscal year ending December 31, 2024, we did not raise or spend any Advertising Fund Fees.

Our Obligation to Conduct Advertising. At present, we do not have an Advertising Fund. If we implement an Advertising Fund in the future, we will use monies in the Advertising Fund to conduct or advise you in the conduct of advertising or conduct advertising ourselves using online, radio, television, direct mail, billboards, print or other advertising. We may use local, regional, or national advertising. We may produce advertising material in-house or through outside agencies. We are not required to spend any amount on advertising in the area or territory where you will be located. (Franchise Agreement, Section 7.3).

Corporate Website. We will develop and maintain a comprehensive website that contains your location's contact information. (Franchise Agreement, Section 7.3).

Digital Marketing. We may create, operate and promote websites, social media accounts (including but not limited to Facebook, twitter, and Instagram), applications, digital advertising (including pay-per-click and display ads) or other means of digital advertising (including pay-per-click and display ads) or other means of digital marketing to promote the brand, Franchised Business, marks and franchise opportunities. We have the sole right to control all aspects of any digital marketing including all digital marketing related to your Franchised Business. (Franchise Agreement, Section 7.3).

Digital Campaigns. We may negotiate contracts with vendors such as Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor. (Franchise Agreement, Section 7.3).

Private Websites. We may provide you with a subdomain to be used for the website for your Franchised Business. If we provide you with a webpage on the franchise system website, you must (i) provide us the information and materials we request to develop, update and modify your webpage; (ii) notify us whenever any information on your webpage is not accurate; (iii) if we give you the right to modify your webpage, notify us whenever you change the context of your webpage; (iv) pay us then current initial fee and monthly maintenance fee for the webpage. We may also establish or authorize a third party to establish an email system in which you are required to participate. You must execute any agreements required by the third-party provider and pay the provider any fees required to participate in the email system. We will maintain the franchise system website. We periodically may update and modify the franchise system website (including your webpage), and we have final approval rights over all information on the franchise system website (including your webpage). We will only maintain your webpage while you are in full compliance with the franchise agreement and all system standards, and we reserve the right to remove your webpage if you are in default of such until you cure such default. You may not develop, maintain or authorize any other webpage, internet site or social media site that mentions or describes you or your Twinkle Toes Nanny Agencies or displays any of the Marks without our prior written permission. We have no obligation to agree to your use of the Marks in any online media. We may revoke any approval granted at any time and/or impose restrictions on the use such as management by an approved social media/SEO vendor. (Franchise Agreement, Sections 7.3).

Use of Your Own Advertising Material. You may not use your own advertising materials unless you submit them to us and we approve them, in writing, and they adhere to federal, state and local law. If our written approval is not received within 20 days from the date we received the material, the material is deemed approved. You must participate in all promotional programs that we create, offer or advertise.

You may not edit or create your own Twinkle Toes documents, logos, or any other proprietary material without our permission. (Franchise Agreement, Section 7.4)

Advertising Council. We do not have an advertising council composed of franchisees that advises us on advertising policy.

Advertising Cooperative. You are not required to participate in a local or regional advertising cooperative.

Computer Systems:

You must purchase and use any hardware and software programs we designate. (Franchise Agreement, Section 5.6). Presently, we require you to install and use the following hardware and software:

Hardware
1 Laptop or Desktop Computer
Software
Microsoft Office
TTNA System Software

The approximate cost of the hardware and software ranges from approximately $2,000 to $5,000.

Technology Fee- You must pay to us a Technology Fee of $300 per month.

Neither we nor our affiliates or any third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates. You must maintain your computer systems in good working order and must replace, update or upgrade your hardware systems as we require. There are no contractual limitations regarding the frequency or costs of required upgrades or updates relating to the computer system The estimated annual cost of optional or required maintenance, updating, upgrading, or support contracts to your computer systems is approximately $1,000.

Independent Access to Information. We have and you are required to provide independent access to the information that will be generated or stored in your computer systems, which includes, but not limited to, customer, transaction, and operational information. You must at all times give us unrestricted and independent electronic access to your computer systems and information. There are no contractual limitations on our right to access the information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. If, as part of a review of your business, we request a copy of any business records, you must send us at your expense these records within five business days of receiving our request. (Franchise Agreement, Section 9.8)

Operations Manual:

Exhibit I contains the Table of Contents to the Operations Manual along with the page count per chapter. The total page count of the Operations Manual is 57 pages.

TRAINING PROGRAM

Subject	**Hours of Classroom Training**	**Hours of On the Job Training**	**Location**
About Twinkle Toes	1	0	At our affiliate's location in Florida or your location
Nanny Recruitment	1	2	At our affiliate's location in Florida or your location
Background Checks	1	0	At our affiliate's location in Florida or your location
Full Time/Part Time Placement	2	2	At our affiliate's location in Florida or your location
Irregular Placement	2	2	At our affiliate's location in Florida or your location
Nanny Invoices	1	1	At our affiliate's location in Florida or your location
General Administration	2	2	At our affiliate's location in Florida or your location
Marketing	2	1	At our affiliate's location in Florida or your location
Website Editing	1	1	At our affiliate's location in Florida or your location
Twinkle Toes Nanny Software	2	1	At our affiliate's location in Florida or your location
Total	15	12	

Initial training will be held on an as needed basis at a location we designate, normally our affiliate's location in Gainesville, Florida. The training will include the following instructional materials: Twinkle Toes Confidential Operations Manual. Training will be conducted by Kristy Bickmeyer or Robin Reed. We describe the nature of the Instructors' experience in Item 2 above.

We set forth the length of the Instructors' experience in the industry and with the franchisor below:

Instructor	Years of Experience in the Field	Years of Experience with the Franchisor*
Kristy Bickmeyer	12	12
Robin Reed	9	8

*Includes years of experience with any of our affiliates.

We do not charge for initial training. There is no charge for up to three persons to attend training; however, you must pay for all salaries, travel costs and living expenses for yourself and any of your other attendees. If you replace your Managing Owner or if we must send someone to you to retrain you or your manager, you must pay to us $800 per day plus our travel, lodging, transportation expenses, and other costs. After replacing the Managing Owner, the new Managing Owner has 60 days to complete initial training.

You must attend our initial training program and complete the program to our satisfaction, which means that we feel you sufficiently grasp the material taught to be able to competently run a franchised outlet. You may elect to bring up to two individuals to training without charge. The Initial Training must be completed before opening, but no later than 60 days after execution of the Franchise Agreement.

Retraining. If you are not meeting the required Minimum Hours of Placement by the Fourth Quarter after acquiring this franchise, we may require you to come to our headquarters in Gainesville, Florida and repeat the initial Training Program described in the table above. You would pay a Retraining Fee of $800/hour plus our expenses, plus your own travel and living expenses to attend.

Additional Training or Seminars. We may elect to offer additional trainings, seminars, webinars or refresher training programs at our headquarters or such other location we designate and may require your attendance, but will require no more than two additional training sessions in a calendar year. We reserve the right to charge for such training. In any event, you must pay for any travel and living expenses to attend. If you request or are required to undergo additional training other than training scheduled by us, you must pay us and pay for all related expenses to attend. (Franchise Agreement, Section 5.7).

ITEM 12
TERRITORY

The territory will be for a specific geographic region that we define and approve by zip codes, natural, or political boundaries. A territory will normally include a minimum population of at least 150,000 people. Generally, the maximum territory will be no more than 400,000 people.

You normally operate the Franchised Business from your home and the granted territory must include your residence. We will approve relocation of the Franchised Business if you move, provided the relocated residence remains within the granted territory. We would not approve the establishment of additional franchised outlets in the territory and would not normally permit you to acquire a second territory, as we feel this business model is best run as an owner-operator.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

You will receive an exclusive territory, meaning a geographic area within which we promise not to establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks.

Continuation of your territorial rights depends on achieving the following hours of nanny placement in the time periods stated in the chart below:

Quarter	Hours of Placement Referred By End of Quarter
First Quarter	No Minimum Requirement
Second Quarter	3,000 Hours (250 hours/week average)
Third Quarter	6,000 Hours (500 hours/week average)
Fourth Quarter	9,000 Hours (750 hours/week average)
Fifth Quarter	12,000 Hours (1,000 hours/week average)
Sixth Quarter	15,000 Hours (1,250 hours/week average)
Seventh Quarter	18,000 Hours (1,500 hours/week average)
Eighth Quarter & Each Quarter Thereafter	21,600 (1,800 hours/week average)

We or an affiliate reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept orders within your territory using our principal trademarks, however, we would normally direct inquiries for services from within your territory to your outlet.

We or an affiliate also reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory of products or services under trademarks different from the ones that you will use under the franchise agreement.

We are not obligated to pay compensation to you for soliciting or accepting orders from inside your territory.

You and other franchisees may not solicit or accept (except with our permission) orders from consumers outside of your territory, including through the use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, but you may engage in internet and social media marketing pursuant to our guidelines which such marketing may extend outside your territory.

You are not permitted to offer your services to any family where the location of services being provided is outside of your Territory, unless you receive our prior written permission.

We also reserve the right to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one territory, yet work in another, and other cross-territorial situations. You agree to abide by any such cross-territorial protocols.

To determine where an order is placed from or sale is made, for purposes of territorial guidelines, means where does the family live where you will be providing nanny services to them.

Neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark which such business sells or will sell goods or services similar to those you will offer, but we reserve the right to do so.

ITEM 13
TRADEMARKS

The franchise agreement licenses to you the right to use the following principal trademarks ("Marks") registered or applied for with the U.S. Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registration Date
Twinkle Toes	4462532	January 7, 2014
TWINKLE TOES nanny agency	5086396	November 22, 2016

We have filed all required affidavits and renewals for registered trademarks.

There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by us. There is no pending material federal or state court litigation regarding our use or ownership rights in the Marks.

Twinkle Toes Nanny Agency, LLC, a Florida limited liability company, owns the trademarks listed in the chart above and licenses them to us pursuant to a written License Agreement effective September 30, 2017. The License Agreement is perpetual in duration and may be terminated upon a material breach not remedied after 30 days' written notice. If the License Agreement is terminated, you could lose the right to use the trademarks licensed to us under the License Agreement. There are no other currently effective agreements that significantly limit our rights to use or license the use of our trademarks listed in this section.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us in writing. We are not required to take affirmative action when notified of these uses or claims.

We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

If, in our sole discretion, we discontinue or modify our Marks, you must adopt and use any new marks as required by us. Any expenses you incur because of adopting and using these marks are your responsibility.

We do not know of any superior prior rights or infringing uses that could materially affect your use of our Marks anywhere.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently hold any patents. We claim copyrights to our Operations Manual, marketing material such as our website text, and other printed material, although we have not presently filed a registration of those copyrights. We consider all of these items confidential and proprietary. Upon termination of your franchise agreement, you must return to us our Operations Manuals and any confidential information.

You will not directly or indirectly disclose, publish, disseminate or use our "Confidential Information" except as authorized in the Franchise Agreement. You may use our Confidential Information to perform your obligations under the Franchise Agreement, but in doing so you will only allow dissemination of our Confidential Information on a need-to-know basis and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information. We may share performance data of your Franchised Business between us, our employees and affiliates, our franchisees and their employees. You agree to keep such performance data confidential.

"Confidential Information" means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise system, Customer Data, all other materials relating to our Franchise system that are not a matter of public record, and all information generated during the performance of the Franchise Agreement.

"Customer Data" is considered Confidential Information, and includes all information about Customers that may be collected in connection with their use of your services, including, but not limited to, name, telephone number, address and email address.

Upon termination of your franchise agreement, you must return to us our Operations Manuals and any Confidential Information, including Customer Data. You may never - during the initial term, any renewal term, or after the Franchise Agreement expires or is terminated - reveal any of our Confidential Information to any other person or entity or use it for the benefit of any other person or business.

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

The Franchised Business must always be under your direct, full-time, day-to-day supervision. The Franchised Business must be the sole occupation of the principal owner ("Managing Owner"), unless we give prior approval otherwise, in writing.

With our approval, after operating the franchised business for at least 12 months or 1,000 hours of nanny placement, we may permit you to hire a Manager to run the full time day to day operations of the franchised business, and we may require that they complete the initial training, at your expense, to our satisfaction.

We may require that you obtain a confidentiality or noncompete agreement from your Manager in a form that we specify or approve.

You and any Manager must pass a background check.

The Franchise Agreement requires you, including all holders of an ownership interest in a franchise that is an entity, to sign a personal guaranty, confidentiality clause, and a covenant not to compete. Neither you nor your owners can engage in any other business or activity that may conflict with your or their obligations under the Franchise Agreement.

A spouse who does not own a portion of the franchisee entity is not required to sign a personal guaranty, confidentiality, or noncompete agreement.

You must perform background checks in accordance with the Fair Credit Reporting Act on all employees that you hire.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale through your Franchised Business only the products and services we have approved in writing. We may designate products or services as optional or mandatory. You may not sell any goods or services we have not authorized or approved.

You may offer your services to any customers, consistent with your territorial rights.

You are required to sell all goods or services we authorize unless prohibited by your applicable local law or approved by us. We may change the types of authorized goods and services sold by franchisees. There are no limits on our right to make changes to the authorized goods and services sold by franchisees, however, we may not fundamentally alter the nature of the franchise offered. We may, at our sole discretion, revoke approval of previously approved goods or services, in which case you must immediately stop selling the revoked services or products.

For the duration of your franchise agreement, you may not offer competitive services in the states and territories of the United States unless you receive our prior written consent.

You will not, directly or indirectly, for a 2-year period after the termination, expiration or non-renewal of this Agreement, including a sale of the franchise or your interest in it, offer a nanny and babysitter referral service in the Territory or within 25 miles of the boundaries of the Territory, or within 25 miles of any other outlet of ours or a franchisee of ours in operation at the time.

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	2.1	10 years.
b. Renewal or extension of the term	2.2	Can be renewed for up to four successive terms if you are in compliance with your Franchise Agreement ("Agreement").
c. Requirement for franchisee to renew or extend	2.2	Renewing your Franchise Agreement means you can continue your operations as a franchisee for an additional term. You must pay renewal fee, sign a general release of claims, notify us in writing at least nine months before the expiration of the Agreement, and sign our then current Agreement, which may contain materially different terms and conditions than your original contract.
d. Termination by franchisee	11.1	You may terminate the Agreement if you do not renew or if you sell the franchise pursuant to the terms of the Agreement, subject to state law.
e. Termination by franchisor without cause	None	Not applicable

Provision	Section In Franchise Agreement	Summary
f. Termination by franchisee with cause	11.2, 11.3	We can terminate only if you default.
g. "Cause" defined – curable defaults	11.3	Violate the Agreement, Manual, any other agreement with us, or owe monies to us more than 30 days past due, and do not cure such breach within 30 days after notice.
h. "Cause" defined – non-curable defaults	11.2	Do not complete initial training, fail to obtain our approval of a location or relocate without our approval, become insolvent, commit a material violation of law, abandon the Franchised Business, submit a materially false Franchise Application, fraud, uncured default of other agreement, fail to pay suppliers an amount exceeding $3,000 for more than 60 days; fail to permit us to inspect or audit your franchise; or commit three or more breaches within 12 months.
i. Franchisee's obligations on termination/non-renewal	12, 13, 14	Discontinue operating the Franchised Business; stop using our marks; deliver to us business records; pay debts due to us; cancel or assign URLs and social media to us; assist in lease transfer and our purchase of your assets, at our option; return Manual and Confidential Information to us; cancel fictitious names; adhere to the post-term covenants not to compete or solicit; adhere to other post term duties; execute any necessary documents.
j. Assignment of contract by franchisor	15.1	We may assign to a successor in interest who remains bound by terms of Agreement.
k. "Transfer" by franchisee – defined	15.2	Includes transfer of Franchise Agreement, any interest of the Franchise Agreement, or substantially all assets of the Franchised Business.
l. Franchisor approval of transfer by franchisee	15.2	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	15.5	You must be: -current in monetary obligations; -in compliance with the Franchise Agreement; -execute any transfer, amendment, or release forms we may require; -provide to us a copy of the proposed transfer documents; -transferee must meet our criteria;

Provision	Section In Franchise Agreement	Summary
		-transferee must execute our then-current Franchise Agreement; -pay to us the Transfer Fee; -transferee must satisfactorily complete our initial training program; -comply with the post-termination provisions; -transferee must obtain necessary licenses and permits; -obtain any lessor approval for transfer; -the transfer must be made in compliance with any laws that apply to the transfer; -the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation; -you must request that we provide the prospective transferee with our current franchise disclosure document.
n. Franchisor's right of first refusal to acquire franchisee's business	15.6	We have a right of first refusal to match any purchase offer for your franchise, any interest in the franchise, or substantially all the assets of the Franchised Business.
o. Franchisor's option to purchase franchisee's business	15.6	We have a right to purchase your furniture, equipment, signage, fixtures, and supplies post-termination.
p. Death or disability of franchisee	16	Transfer must be commenced within 60 days, completed within 6 months; we must approve the transferee, transferee must attend and successfully complete training, and sign our current Agreement.
q. Non-competition covenants during the term of the franchise	13.1,	No competition allowed in the United States and its territories.
r. Non-competition covenants after the franchise is terminated or expires	13.2-13.4, 14,	You may not compete in the Territory or within 25 miles of the Territory (or any other outlet of ours) for 2 years.
s. Modification of the agreement	5, 17	No modifications except to Operations Manual. Revisions to the Manual will not unreasonably affect the franchisee's obligations, including economic requirements, under the Agreement.
t. Integration/merger clause	19	Only the terms in the franchise agreement are binding (subject to federal or state law). Any

Provision	Section In Franchise Agreement	Summary
		representations or promises made outside the disclosure document and franchise agreement may not be enforceable. No claim in any franchise agreement(s) is intended to disclaim the representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	20.9. Schedule 2	You must mediate and arbitrate claims against us.
v. Choice of forum	20.2, Schedule 2	All claims must be brought in Alachua County, Florida (subject to applicable state law).
w. Choice of Law	20.1, Schedule 2	Florida law governs (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

We have not paid any compensation or other benefit to a public figure for the use of their endorsement or recommendation of the franchise to prospective franchisees.

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.

Historical FPR #1-2024 Franchisee Gross Sales

As of December 31, 2024, we had 18 franchised locations, 17 of which operated for the entire 2024 calendar year as one outlet (Columbus East OH) opened part way through 2024. In the table below, we provide the Gross Sales, Cost of Labor, location fees, royalties, and Net Operating Income reported on an annual basis for the 17 franchise locations that operated for the entire 2024 calendar year.

The numbers below are based on information provided by franchisees, and we have not independently verified that information.

Historic FPR #1- 2024 Franchisee Gross Sales

#	Location	Date Open	Gross Sales	Cost of Labor	Location Fees	Royalties	Net Operating Income
1	Tampa, FL	2013	$3,066,654.33	$2,536,137.28	$28,865.27	$61,781.54	$439,870.24
2	Orlando, FL	2017	$2,119,991.49	$1,630,687.26	$17,867.03	$59,935.41	$411,501.79
3	South Charlotte, NC	2022	$1,811,983.80	$1,467,874.33	$15,773.14	$43,664.78	$284,671.55
4	Gainesville, FL	2011	$1,777,696.33	$1,445,755.42	$16,807.72	$50,598.10	$264,535.09
5	North Charlotte, NC	2021	$1,499,359.14	$1,210,242.68	$14,110.68	$44,182.15	$230,823.63
6	Pinellas-Sarasota, FL	2017	$1,443,150.05	$1,123,317.22	$13,969.68	$42,443.61	$263,419.54
7	Jacksonville, FL	2020	1,334,158.30	1,099,647.61	12,423.85	38,237.99	183,848.85
8	Brevard County, FL	2021	1,071,098.39	856,980.05	10,254.21	30,733.25	173,130.88
9	Boise, ID/East ID	2021	964,862.59	763,727.34	9,621.14	28,658.16	162,855.95
10	Nashville, TN	2021	953,042.98	767,614.70	5,465.48	27,037.25	152,925.55
11	Columbus, OH	2021	898,140.68	785,199.26	7,999.00	26,273.83	78,668.59
12	Memphis, TN	2019	883,610.79	740,470.00	9,750.03	27,410.58	105,980.18
13	NE ATL, GA	2017	720,395.37	593,112.31	6,573.88	22,325.18	98,384.00
14	Cobb County, GA	2020	$604,488.27	$489,697.17	$6,003.67	$17,366.46	$91,420.97
15	Tallahassee, FL	2021	569,664.38	423,508.78	6,025.41	16,958.27	123,171.92
16	Broward County, FL	2022	$209,541.65	$170,466.97	$1,863.58	$6,540.98	$30,670.12
17	Jacksonville West, FL	2022	$170,662.04	$142,091.15	$1,137.03	$4,696.53	$22, 737.33

***Date Open means the original date that the outlet opened**

Notes:

Gross Sales is defined as all revenues that you derive or receive, directly or indirectly, from the operation of the Franchised Business, excluding only sales and use taxes, credit card processing fees on payments from families, nanny mileage costs, gratuities paid to nannies, and miscellaneous charges added to the nanny's timesheet.

Cost of Labor means the dollar sum that a given outlet paid to its nannies.

Location Fees means 2.5% of gross sales paid to credit card processing. This also includes text messaging fees if the location uses this feature.

Royalties means 3% of Gross Sales, because that was the royalty rate in effect for franchisees before the issuance of this Disclosure Document. The current royalty rate is 5%.

Net Operating Income means Gross Sales less Cost of Labor, Location Fees, and Royalties. "Net Operating Income" is not the same as Net Profit.

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

Some outlets have sold this amount. Your individual results may differ. There is no assurance you will earn as much.

Written substantiation of the financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kristy Bickmeyer, 5230 SW 91st Drive, Suite C, Gainesville, FL 32608, 352-682-8405, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System Wide Outlet Summary
For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	**2022**	13	18	+5
	2023	18	17	-1
	2024	17	18	+1
Company-Owned	**2022**	2	0	-2
	2023	0	2	+2
	2024	2	2	0
Total Outlets	**2022**	15	18	+3
	2023	18	19	+1
	2024	19	20	+1

Table No. 2
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2022 to 2024

State	Year	Number of Transfers
Florida	**2022**	1
	2023	0
	2024	0
Georgia	**2022**	0
	2023	1
	2024	0
Tennessee	**2022**	0
	2023	0
	2024	2
Total	**2022**	1
	2023	1
	2024	2

Table No. 3
Status of Franchised Outlets
For Years 2022 to 2024*

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired By Franchisor	Ceased Opera-tions-Other Reasons	Franchised Stores Operating at Year End
FL	2022	7	2	0	0	0	0	9
	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
GA	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
ID	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NC	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
OH	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
TN	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
TX	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	2	0	0
	2024	0	0	0	0	0	0	0
Total	2022	13	5	0	0	0	0	18
	2023	18	1	0	0	2	0	17
	2024	17	1	0	0	0	0	18

*If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table No. 4
Status of Company-Owned Outlets*
For Years 2022-2024

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
Florida	2022	2	0	0	0	2	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Texas	2022	0	0	0	0	0	0
	2023	0	0	2	0	0	2
	2024	2	0	0	0	0	2
Total	2022	2	0	0	0	2	0
	2023	0	0	2	0	0	2
	2024	2	0	0	0	0	2

*Company outlets refers to outlets run by our affiliate(s) as disclosed in Item 1.

Table No. 5
Projected Openings as of December 31, 2024

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Florida	0	1	0
Georgia	0	1	0
Tennessee	0	1	0
Texas	0	1	0
TOTALS	0	4	0

Exhibit F contains a list of the names of all current franchisees and the address and telephone number of each of their outlets.

Exhibit G contains a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Restrictions on Ability to Speak. During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

We are not aware of any trademark-specific franchisee organizations associated with the franchise system being offered.

ITEM 21
FINANCIAL STATEMENTS

Exhibit H contains audited financial statements for our fiscal years ended December 31, 2024, 2023, and 2022.

ITEM 22
CONTRACTS

The proposed agreements regarding this franchise offering are included as exhibits to this Disclosure Document as follows:

C. Franchise Agreement
    - Schedule 1-Territory
    - Schedule 2- CompanionPay Authorization
    - Schedule 3- Telephone Number & Internet Assignment Agreement
    - Schedule 4-Franchisee Disclosure Acknowledgment
    - Schedule 5-State Addenda to the Franchise Agreement

D. Promissory Notes

E. Release

ITEM 23
RECEIPT

Exhibit K contains two copies of a Receipt of our Disclosure Document.

EXHIBIT A

STATE ADDENDA TO DISCLOSURE DOCUMENT

MARYLAND ADDENDUM
TO THE DISCLOSURE DOCUMENT

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

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

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

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

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Initial Fee Deferral:

Item 5 of the Disclosure Document is amended to also add the following: "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

VIRGINIA ADDENDUM
TO THE DISCLOSURE DOCUMENT

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

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT B

State Administrators and Agents for Service of Process

State	State Administrator	Agent for Service of Process
California	The Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013 651 Bannon Street, Suite 300 Sacramento, CA 95811 1-866-275-2677 1455 Frazee Rd, Suite 315 San Diego, CA 92108 One Sansome St, Suite 600 San Francisco, CA 94104 (866) 275-2677	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013
Connecticut	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
Indiana	Secretary of State, Securities Division 302 West Washington Street, Room E-111	Secretary of State, Securities Division 302 West Washington Street, Room E-111

	Indianapolis, IN 46204 (317) 232-6681	Indianapolis, IN 46204
Kentucky	Kentucky Attorney General 700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300	
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Department of Attorney General Consumer Protection Division – Franchise Unit 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913 (517) 335-7117	Department of Attorney General 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913
Minnesota	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
Nebraska	Nebraska Department of Banking and Finance 1526 K Street, Suite 300 P.O. Box 95006 Lincoln, Nebraska 68509 (402) 471-3445	
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8222	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
North Dakota	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Department of Business Regulation Securities Division John O. Pastore Complex	Department of Business Regulation Securities Division John O. Pastore Complex

	1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9500	1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920
South Dakota	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501
Texas	Secretary of State Statutory Document Section P.O. Box 13193 Austin, TX 78711 (512) 475-0775	
Utah	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	
Virginia	State Corporation Commission Division of Securities and Retail Franchising, 9th Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Washington State Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703 (608)-266-8557	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703

TWINKLE TOES NANNY AGENCY FRANCHISE SYSTEM, LLC

TWINKLE TOES
nanny agency

FRANCHISE AGREEMENT

EXHIBIT C

TABLE OF CONTENTS

WHEREAS, Twinkle Toes Nanny Agency Franchise System, LLC d/b/a Twinkle Toes Nanny ("we," "us," or "our") offers a nanny agency franchise program ("System"). Our system utilizes specified marketing techniques and operating procedures; and

WHEREAS, Franchisee and all Signators identified on the signature page to this Agreement, in your personal capacity, (collectively "Franchisee," "you," or "your") desire to utilize our System and our trade names, service marks, and trademarks (collectively, the "Marks"); and

NOW, THEREFORE, for value received, we and Franchisee ("the Parties") agree as follows:

1. GRANT OF FRANCHISE

1.1 Grant of Franchise. Subject to the terms of this franchise agreement ("Agreement" or "Franchise Agreement"), we grant to you a franchise ("Franchised Business") using our System and our Marks in the territory described in Schedule 1 ("Territory").

2. TERM AND RENEWAL

2.1. Term. This Agreement will be effective for a ten (10) year term beginning on the Effective Date specified in this Agreement.

2.2 Renewal. You may renew for additional terms up to four successive terms by signing our then current franchise agreement if you are in compliance with this Agreement and meet the other conditions for renewal. You may also renew future franchise agreements if you are in compliance with such agreements and meet the other conditions for renewal by signing our then current franchise agreement. To renew, you must exercise a general release of all claims you might have against us. Other terms, conditions, and fees may vary. If you wish to renew, you must notify us in writing at least nine months before the expiration of this Agreement.

3. TERRITORY

The territory will be for a specific geographic region that we define and approve by zip codes, natural, or political boundaries, as set forth in Schedule 1 to this Agreement.

You normally operate the Franchised Business from your home and the granted territory must include your residence. We will approve relocation of the Franchised Business if you move, provided the relocated residence remains within the granted territory. We would not approve the establishment of additional franchised outlets in the territory and would not normally permit you to acquire a second territory, as we feel this business model is best run as an owner-operator.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

You will receive an exclusive territory, meaning a geographic area within which we promise not to establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks.

Continuation of your territorial rights depends on achieving the following hours of nanny placement in the time periods stated in the chart below:

Quarter	Hours of Placement Referred By End of Quarter
First Quarter	No Minimum Requirement
Second Quarter	3,000 Hours (250 hours/week average)
Third Quarter	6,000 Hours (500 hours/week average)
Fourth Quarter	9,000 Hours (750 hours/week average)
Fifth Quarter	12,000 Hours (1,000 hours/week average)
Sixth Quarter	15,000 Hours (1,250 hours/week average)
Seventh Quarter	18,000 Hours (1,500 hours/week average)
Eighth Quarter & Each Quarter Thereafter	21,600 (1,800 hours/week average)

We or an affiliate reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept orders within your territory using our principal trademarks, however, we would normally direct inquiries for services from within your territory to your outlet.

We or an affiliate also reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory of products or services under trademarks different from the ones that you will use under the franchise agreement.

We are not obligated to pay compensation to you for soliciting or accepting orders from inside your territory.

You and other franchisees may not solicit or accept (except with our permission) orders from consumers outside of your territory, including through the use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, but you may engage in internet and social media marketing pursuant to our guidelines which such marketing may extend outside your territory.

You are not permitted to offer your services to any family where the location of services being provided is outside of your Territory, unless you receive our prior written permission.

We also reserve the right to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one territory, yet work in another, and other cross-territorial situations. You agree to abide by any such cross-territorial protocols.

To determine where an order is placed from or sale is made, for purposes of territorial guidelines, means where does the family live where you will be providing nanny services to them.

Neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark which such business sells or will sell goods or services similar to those you will offer, but we reserve the right to do so.

4. FEES AND PAYMENTS

4.1 Initial Franchise Fee. You must pay an Initial Franchise of $49,500, however, you do not pay an initial franchise fee on a territory resale.

If you already own and successfully operate a franchise territory, we may permit you to purchase a second franchise territory from us for an Initial Franchise Fee of $39,500.

The Initial Franchise Fee is due to us in full when you return to us signed copies of your Franchise Agreement. The Initial Franchise Fee is fully earned and nonrefundable upon your signing of the franchise agreement and receipt of the funds by us.

4.2 Royalty Fee. For so long as this Agreement shall be in effect, Franchisee shall pay to Franchisor, without offset, credit or deduction of any nature, a fee ("Royalty Fee") equal to 5% of Gross Sales for the previously ending period, as to Gross Sales earned serving families in your Territory, but 6% on revenue generated serving families outside of your Territory (which must be done with our permission). Royalties are not charged the first 3 months if you are a new franchisee under your first franchise agreement, provided you did not purchase an existing business. The Royalty Fee is lowered to 4% of Gross Sales (as to earnings within your Territory) or 5% of Gross Sales (as to earnings outside your Territory) on all Gross Sales in a given month immediately following a month in which Franchisee achieves an average of 2000 hours or more of paid nanny time per week. As of the date of this Agreement, Royalty Fees are due monthly on the first business day of the month, for the preceding month. Franchisor reserves the right to change the time and manner of payment (e.g., Franchisor may require payments weekly or by ACH), and franchisee agrees to pay the royalty in the time and manner specified by Franchisor from time to time. Each Royalty Fee shall accompany a Gross Sales Report for the same period. If Franchisor requires Franchisee to pay Royalty Fees through electronic transfer as set forth in Section 4.6, such reports shall be submitted to Franchisor via facsimile transmission, e-mail or intranet system. Franchisor may alter the time and/or method of payment of the Royalty Fee from time to time by providing written notice to Franchisee of the alteration.

Gross Sales is defined as all revenues that you derive or receive, directly or indirectly, from the operation of the Franchised Business, excluding only sales and use taxes, credit card processing fees on payments from families, nanny mileage costs, gratuities paid to nannies, and miscellaneous charges added to the nanny's timesheet.

4.3 E-Mail Fee, Text Fee, and Technology Fee.

(a) E-Mail Fee. You agree to pay to us an E-mail fee of $20 per month for each Twinkle Toes e-mail account that we provide to you. We may adjust this fee over time as our costs increase.

(b) Text Fee. You agree to pay to us $.008 cents per text if you install the option on Twinkle Toes website to send text messages. We may adjust this fee over time as our costs increase.

(c) Technology Fee. You agree to pay to us a Technology Fee of $300 per month. We may adjust this fee over time as our costs increase.

4.4 Advertising Fees. You agree to the advertising fees and payments disclosed in Section 7 of this Franchise Agreement below.

4.5 Audit Fee. You agree to pay us our cost in performing an audit, inspection or review of your Franchise Business, including travel expenses and reasonable accounting and attorney fees, if the audit discloses an underpayment of more than 3% or a failure to spend the required amount on Local Advertising. If an audit or inspection shows that you have underpaid the amount owed to us, you must pay us the amount of the underpayment plus interest, at the rate of 18% per annum, or the highest rate allowable by law.

4.6 Late Fees and Interest. All Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts that are not received by Franchisor within five (5) days after the due date shall incur late fees of $75, plus interest at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by the law of the state where Franchisee is located if less) from the date payment is due to the date payment is received by Franchisor. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees, Marketing Fund Contributions or any other amounts due Franchisor, including reasonable accounting and legal fees. This Section shall not constitute an agreement by Franchisor to accept any payments after the due date or a commitment by Franchisor to extend credit to or otherwise finance Franchisee.

4.7 Noncompliance Charge. In addition to and without limitation to any other remedy available, Franchisor may charge Franchisee a non-compliance charge of up to $300 for any violation by Franchisee of any term or condition of the Franchise Agreement. Franchisee acknowledges and agrees that this noncompliance charge may be imposed to compensate Franchisor for time in dealing with the issue of noncompliance and is not a penalty. The imposition of a noncompliance charge shall not be deemed a waiver of any default or a limitation of any other remedy available under this Agreement.

4.8 Third Party Charges. You agree to reimburse us for any third-party charges we incur on your behalf.

4.9 Approval of Products or Suppliers. You agree to pay us $100/hour plus any costs incurred if you request us to test and inspect a new supplier.

4.10 Renewal Fee. You agree to pay us a Renewal Fee of $5,000 to enter a new franchise agreement and continue your rights as a franchisee for an additional term. This fee is due prior to the renewal term begins.

4.11 Transfer Fee. You agree to pay to us a Transfer Fee of $10,000 if you wish to transfer ownership of the rights under this Franchise Agreement to a franchisee who is new to the system, or a majority of the ownership of this Agreement or in an entity holding this Agreement. There is no transfer fee for the transfer of a minority interest in the franchise or if the owners of this Agreement transfer this Agreement into an entity owned by the same owners with the same ownership percentages

4.12 System Modifications. We reserve the right to make changes to our System and you agree to adapt your business to conform to the changes and incur any fees or costs in doing so; however, the fees and costs to do so within the first two years of the initial franchise term shall be limited to no more than $15,000.

4.13 Relocation Assistance. You agree to reimburse us for any costs or expenses incurred, including legal and accounting fees, if you require assistance to relocate your business.

4.14 Additional Operations Assistance. You agree to pay us $800 per day plus expenses if we provide assistance to you at your request.

4.15 Substitute or New Manager Training. If we must train a new Managing Owner for you, you agree to pay our then current training fee, costs, and any costs you or your Managing Owner incur to attend training.

4.16 Ongoing Training. If we offer ongoing training, you agree to pay our pro-rata costs plus all costs you incur to attend.

4.17 Additional Training Fee. If we offer refresher courses, update training, or you request or require additional training, you agree to pay us our then current Additional Training Fee, currently $800 per day, plus expenses, for any training that occurs at your location. You will be responsible for your own travel-related expenses.

Retraining. If you are not meeting the required Minimum Hours of Placement by the Fourth Quarter after acquiring this franchise, we may require you to come to our headquarters in Gainesville, Florida and repeat the initial Training Program described in the table above. You would pay a Retraining Fee of $800/hour plus our expenses, plus your own travel and living expenses to attend.

4.18 Social Media Fee. You agree to pay us $600 per month if you choose to have us manage your social media accounts.

4.19 Customer Service. If we must intervene in a customer service issue to resolve a customer complaint, you agree to reimburse us.

4.20 Temporary Management Assistance. If you breach this Agreement, or following the death or incapacity of an owner of the Franchised Business, we may temporarily manage your Franchised Business and you agree to pay us $600 per day plus expenses in such event.

4.21 Cost of Enforcement. You agree to reimburse us for all costs incurred in enforcing your obligations in this Agreement.

4.22 Taxes. Franchisee shall pay to Franchisor an amount equal to all sales taxes, excise taxes, use taxes, withholding taxes, and similar taxes imposed on the fees payable by Franchisee to Franchisor hereunder or on goods or services furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, whether such goods or services are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Business is located.

4.23 Fees to Third Parties. You agree to reimburse us for any third-party charges we may incur on your behalf relating to the operation of your Franchised Business. You are solely responsible for all fees and expenses to third parties required to operate your Franchised Business as required by the Manual or this Agreement.

4.24 CompanionPay & Payment Method. You are required to use our affiliate, CompanionPay LLC, to send invoices and collect payments from families served by your nannies and to remit payment to your nannies for their services, and remit the remainder, after any applicable charges, to you. You will be responsible for any credit card processing fees imposed. We will withhold any amounts that you may owe to us, and apply such payments to past due debts in our sole discretion. Further, you agree to complete such authorization and forms as CompanionPay LLC or its affiliated credit card processors may require. We reserve the right to modify who handles billing and collections and how this is handled in the future.

5. OBLIGATIONS OF FRANCHISOR

5.1. Initial Training. We offer approximately 27 hours of initial training in the classroom and on the job.

5.2 Site Selection. As you may work from your home or any office location in your Territory, we do not provide site selection assistance.

5.3 Assistance obtaining equipment, signs, fixtures, opening inventory, and supplies. We provide guidance to obtain equipment, signs, fixtures, and supplies. We must approve all signage placed on the outside of your location.

5.4 Operations Manual. We provide you access to our proprietary and confidential Operations Manual, as well as any other manuals and writings prepared by us for your use in operating a Franchised Business ("Manual"). We may disseminate the Manual electronically. We may revise the Manual from time to time to adjust for legal or technological changes, competition, or attempts to improve in the marketplace.

5.5 Operational Support. We provide support to you in operational problems and issues that you may encounter in the operation of your Franchised Business. You agree that we are not responsible for damages caused by weather, actions of third-parties, or other events beyond our control, that may prevent us from being able to provide operational support.

5.6 Software and Computer Systems. We may specify computer systems and additional software to assist in the operation of your Franchised Business. You agree that we are not responsible for damages caused by weather, actions of third-parties, or other events beyond our control, that may prevent us from being able to provide access to required software.

5.7 Additional Training or Seminars. We may offer, either live or electronically, additional training or seminars and may require your attendance, but will require no more than two additional training sessions in a calendar year. Your attendance may be if we require additional training as a condition of curing any non-payment default. We reserve the right to charge for such training. In any event, you must pay for any travel and living expenses to attend.

6. OBLIGATIONS OF FRANCHISEE

6.1 Training. You must complete the training within 60 days from the Effective Date of this Agreement and before you may operate the Franchised Business. If we determine that you are unable to satisfactorily complete the training program, we have the right to terminate this Agreement and the Initial Franchise Fee will not be refunded.

6.2 Site Selection. You may work from your home or any office location in your Territory.

6.3 Starting Date. You must be open for business within 60 days of completion of Initial Training and within 100 days of the Effective Date of this Agreement.

6.4 Operations Manual. You agree to operate the Franchised Business per the then current Operations Manual and brand standards, as well as information bulletins and guidance that we disseminate electronically.

6.5 Personal Participation. The Franchised Business must always be under your direct, full-time, day-to-day supervision. The Franchised Business must be the sole occupation of the principal owner ("Managing Owner"), unless we give prior approval otherwise, in writing.

With our approval, after operating the franchised business for at least 12 months or 1,000 hours of nanny placement, we may permit you to hire a Manager to run the full time day to day operations of the franchised business, and we may require that they complete the initial training, at your expense, to our satisfaction.

You and any Manager must pass a background check.

All holders of an ownership interest in the Franchised Business are required to sign a personal guaranty, confidentiality clause, and a covenant not to compete. Neither you nor your owners can engage in any other business or activity that may conflict with your or their obligations under the Franchise Agreement.

You must perform background checks in accordance with the Fair Credit Reporting Act on all employees that you hire.

6.6 Authorized Products and Services Only. You may offer for sale through your Franchised Business only the products and services we have approved in writing. We may designate products or services as optional or mandatory. You may not sell any goods or services we have not authorized or approved.

You are required to sell all goods or services we authorize unless prohibited by your applicable local law or approved by us. We may change the types of authorized goods and services sold by franchisees. There are no limits on our right to make changes to the authorized goods and services sold by franchisees, however, we may not fundamentally alter the nature of the franchise offered. We may, at our sole discretion, revoke approval of previously approved goods or services, at which case you must immediately stop selling the revoked services or products.

6.7 Client Service. You shall interact with prospective and actual clients in a professional and respectful businesslike manner and diligently fulfill your obligations to them when they engage your services. We may with just cause arising from a customer complaint or conduct detrimental to the brand, require you to dis-associate with an agent, vendor, or employee.

6.8 Employee Training. You shall train your employees to competently and professionally carry out their duties and offer excellent customer service. You shall ensure that your employees have any training, licenses, or certifications required by applicable law. You are solely responsible for hiring, firing, compensating, paying applicable payroll taxes and day-to-day supervision and control over your employees.

6.9 Insurance. You are required to have insurance as may be required by your state laws and as we may specify in the Operations Manual. You must name us and all our officers, directors, members and agents and others as their interest may appear on a primary, noncontributory basis as an additional insured on these policies and send proof of same to us. Certificates of insurance must be sent in upon annual expiration date. If you suffer a loss to your franchise, such as fire or theft, you are required to use the insurance proceeds to replace or repair the premises or property damaged or lost.

6.10 Software and Computer Systems. You are required to purchase or use such software and computer systems to operate your Franchised Business as we may specify.

6.11 Telephone Number. You agree to maintain a dedicated telephone number for your Franchised Business.

6.12 Furniture, Fixtures, Equipment, Inventory and Supplies. You agree to use furniture, fixtures, equipment, inventory, and supplies as we specify, which may include a vendor designation, to operate the franchise.

6.13 Brand Image. You agree to keep your Franchised Business clean and well maintained to uphold the image and goodwill of our franchise system.

6.14 Laws and Regulations. You must comply with federal, state, and local laws or regulations that apply to your business. Some states may have childcare specific statutes that apply to businesses involving children or childcare. These statutes may require caregivers to meet licensing or certification requirements; be specially screened; review safety standards; be bonded; meet certain child-care standards; or have special driving permits in order to drive children. You must investigate and comply with all applicable federal, state, county and city laws and regulations. You should investigate the application of these laws further.

6.15 Minimum Requirements. You must achieve any minimum requirements set forth in Section 3 above.

7. ADVERTISING

7.1 Local Advertising and Promotions. Your advertising and promotions shall conform to the following requirements:

(a) You shall advertise and promote only in a manner that will reflect favorably on us;

(b) You shall use our advertising templates or, if you wish to use your own material, you shall submit to us for written approval all advertising and promotional material, including proposed signage, prior to its use. If our written approval is not received within 20 days from the date we received the material, the material is deemed disapproved. You may not edit or create your own Twinkle Toes documents, logos, or any other proprietary material without our permission;

(c) You agree to participate in all promotional programs that we create, offer or advertise; and

(d) Your advertising must comply with federal, state, and local laws.

(e) Grand Opening Marketing. During your first 3 months of operation, you must spend a minimum amount we specify on local advertisement and promotion of initial opening (grand opening advertising), including direct mail advertising, dues for BNI membership, other business organizations, event dues or other solicitation, social media, SEO, Adwords, on-line marketing and promotional efforts. We determine the minimum amount by assessing advertising costs in your area and taking into account the time of year your opening occurs. We will provide you with guidance for conducting grand opening advertising, and we will review and approve the materials you use in your grand opening advertising.

(f) Local Advertising and Marketing Plan. Each month, you must comply with the Marketing Plan that we provide to you at initial training or otherwise and spend a minimum of $800 per month until your placement hours reach 1,800 per month, then a minimum of 1% of Gross Revenue on placed advertising, promotions and public relations in the local area surrounding the Franchised Nanny Agency. You would normally pay these sums directly to providers, but there may be times when we handle or coordinate local advertising programs. We will provide you with general marketing guidelines, and we will review and approve your advertisements. You must watch the marketing videos that we make available to you in the time frame that we specify. We will not spend any funds on advertising your Franchised Nanny Agency in your local area.

7.2 Advertising Fund. You agree to contribute up to 2% of your Gross Sales into our Advertising Fund. We reserve the right to increase this fee to 3% of your Gross Sales. Franchisor owned outlets are not required to contribute to the Advertising Fund but may do so. We administer the Advertising Fund. The Advertising Fund is not audited. Unaudited financial statements of the Advertising Fund will be made available to you upon written request. We may be paid for reasonable administrative costs and overhead incurred in administering the Fund. We may use Advertising Fees to solicit new franchise sales. If all Advertising Fees are not spent in the fiscal year in which they accrue, we will carry over those fees and apply them to the next fiscal year.

7.3 Our Obligation to Conduct Advertising. We use monies in the Advertising Fund to conduct or advise you in the conduct of advertising or conduct advertising ourselves using online, radio, television, direct mail, billboards, print or other advertising. We may use local, regional, or national advertising. We may produce advertising material in-house or through outside agencies. We are not required to spend any amount on advertising in the area or territory where you will be located.

Corporate Website. We will develop and maintain a comprehensive website that contains your location's contact information.

Digital Marketing. We may create, operate and promote websites, social media accounts (including but not limited to Facebook, twitter, and Instagram), applications, digital advertising (including pay-per-click and display ads) or other means of digital marketing to promote the brand, Franchised Business, marks and franchise opportunities. We have the sole right to control all aspects of any digital marketing, including all digital marketing related to your Franchised Business.

Digital Campaigns. We may negotiate contracts with vendors such as Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor.

Private Websites. We may provide you with a subdomain to be used for the website for your Franchised Business. If we provide you with a webpage on the franchise system website, you must (i) provide us the information and materials we request to develop, update and modify your webpage; (ii) notify us whenever any information on your webpage is not accurate; (iii) if we give you the right to modify your webpage, notify us whenever you change the context of your webpage; (iv) pay us then current initial fee and monthly maintenance fee for the webpage. We may also establish or authorize a third party to establish an email system in which you are required to participate. You must execute any agreements required by the third-party provider and pay the provider any fees required to participate in the email system. We will maintain the franchise system website. We periodically may update and modify the franchise system website (including your webpage), and we have final approval rights over all information on the franchise system website (including your webpage). We will only maintain your webpage while you are in full compliance with the franchise agreement and all system standards, and we reserve the right to remove your webpage if you are in default of such until you cure such default. You may not develop, maintain or authorize any other webpage, internet site or social media site that mentions or describes you or your Twinkle Toes Nanny Agencies or displays any of the Marks without our prior written permission. We have no obligation to agree to your use of the Marks in any online media. We may revoke any approval granted at any time and/or impose restrictions on the use such as management by an approved social media/SEO vendor.

7.4 Use of Your Own Advertising Material. You may not use your own advertising materials unless you submit them to us and we approve them, in writing, and they adhere to federal, state and local law. If our written approval is not received within 20 days from the date we received the material, the material is deemed approved. You must participate in all promotional programs that we create, offer or advertise.

7.5 Publicity. Except as required by law, you may not make any press release or other public announcement respecting the subject matter of this Agreement without our written consent as to the form of such press release or public announcement.

7.6 Name and Likeness. You give us permission to use your name and likeness in all forms and media for advertising, trade, and any other lawful purposes.

8. TRADEMARKS

8.1 Use of our Marks. We allow and require you to use our Marks to hold out your Franchised Business to the public. You agree to use only our Marks as we develop them for this purpose. Use of our Marks must be in accordance with our Operations Manual.

8.2 Entity Name Requirements. You may not use the words "Twinkle Toes" or any confusingly similar words, as any part of the name of a corporation, limited liability company, or other entity. However, "Twinkle Toes" or "Twinkle Toes Nanny Agency" followed by your entity number, or such other designation as we shall specify, shall be your "doing business as" name for an entity which owns this franchise, sometimes also called your "assumed name," "trading as" name, or "fictitious name."

8.3 No Confusingly Similar Marks. You agree not to use any marks that could be confused with our Marks.

8.4 Update to our Marks. We may replace, modify, or add to our Marks. If we replace, modify, discontinue, or add additional marks, you agree to adopt the new marks and update or replace your supplies, etc. to reflect the new marks, at your expense, in the time frame we provide at the time of such an update.

8.5 Infringement Claims. If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us.

8.6 Control of Proceedings. We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. We are not required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

9.1 Definition. "Confidential Information" means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise system, Customer Data, all other materials relating to our Franchise system that are not a matter of public record, and all information generated during the performance of the Franchise Agreement.

9.2 Confidentiality. You will not directly or indirectly disclose, publish, disseminate or use our Confidential Information except as authorized herein. You may use our Confidential Information to perform your obligations under this Agreement, but in doing so will only allow dissemination of our Confidential Information on a need-to-know basis and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information.

9.3 Return of Information. Upon termination or expiration of this Agreement, you will return to us all Confidential Information embodied in tangible form, and will destroy, unless otherwise agreed, all other sources that contain or reflect any such Confidential Information. Notwithstanding the foregoing, you may retain Confidential Information as needed solely for legal, tax, and insurance purposes, but the information retained will always remain subject to the confidentiality restrictions of this Agreement.

9.4 Customer Data. We retain all right, title, and interest in and to the Customer Data during and after the term of this Agreement, provided that you use the Customer Data during the Term of this Agreement as permitted by this Agreement or our Manual, and in accordance with law. "Customer Data" means any and all information about Customers that may be collected in connection with their use of your franchise services, including, but not limited to, name, telephone number, address and email address.

9.5 Intellectual Property Ownership. We own the Franchise system and all intellectual property associated with it. To the extent you have or later obtain any intellectual property, other property rights, or interests in the Franchise system by operation of law or otherwise, you hereby disclaim such rights or interests and will promptly assign and transfer such entire interest exclusively to us. You will not undertake to obtain, copyright, trademark, service mark, trade secret, patent rights or other intellectual property right with respect to the Franchise system.

9.6 Suggestions. You agree that we may incorporate into our business operations any suggestions, enhancement requests, recommendations, or other feedback provided by you or anyone else and we shall have sole rights and title to such suggestions.

9.7 Performance Data. You agree that we may share performance data from your Franchised Business between our employees, franchisees and their employees. You agree to keep such performance data confidential, but you may share the performance data of your outlet with prospective franchisees.

9.8 Independent Access to Information. We have and you are required to provide independent access to the information that will be generated or stored in your computer systems, which includes, but not limited to, customer, transaction, and operational information. You must at all times give us unrestricted and independent electronic access to your computer systems and information. There are no contractual limitations on our right to access the information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. If, as part of a review of your business, we request a copy of any business records, you must send us at your expense these records within five business days of receiving our request.

10. REPORTS AND REVIEW

10.1 Reports. You must send us such reports in the time and manner we may specify in the Operations Manual.

10.2 Profit and Loss. Within ninety (90) days after the end of each calendar year, you must send us an unaudited profit and loss statement of the Franchise Business, in the manner and form we specify, for the 12-month period ending the prior December 31. You must also send us unaudited profit and loss statements monthly, no later than the 15^{th} of each month.

10.3 Reviews. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. This includes the right to send in secret shoppers. And this also includes the right to inspect and copy all tax returns and bank statements that may show revenues from the Franchised Business. We also have the right to require that you implement a plan to resolve issues that we discern from any review we conduct.

10.4 Time Frame to Furnish Documents. If, as part of a review of your business operations, we request a copy of any business records related to the Franchised Business, you must send us, at your expense, these records within five (5) business days of receiving our request.

11. TERMINATION

11.1 Termination by You. You may terminate this Agreement by not renewing or by selling the franchise pursuant to the terms of this Agreement. If you do not renew, you must notify us in writing of your desire to not renew at least 180 days prior to the expiration of this Agreement. If you terminate pursuant to this paragraph, you must still comply with all the provisions of this Agreement that require performance post-termination.

11.2 Termination by Us. We may terminate this Agreement upon notice without the opportunity to cure for any of the following reasons:

(a) If you do not complete our initial training;

(b) If you fail to obtain our approval of a location or relocate without our approval;

(c) If you become insolvent, meaning unable to pay your bills in the ordinary course as they become due;

(d) If you commit a material violation of any law, ordinance, rule, or regulation of a governmental agency or department reasonably associated with the operation of the Franchised Business or if you are convicted of, or plead guilty or no contest to a felony;

(e) If you abandon the Franchised Business or discontinue the active operation of the Franchised Business for three or more business days, except when active operation is not reasonably possible, such as because of a natural disaster;

(f) If you include a materially false representation or omission of fact in your Confidential Franchise Application to us;

(g) If you or your principals commit any fraud or misrepresentation in the operation of the Franchised Business;

(h) If you or your principals materially breach any other agreement with us or any of our affiliates, or threaten any material breach of any such agreement, and fail to cure such breach within any permitted period for cure;

(i) You fail to pay suppliers an amount exceeding $3,000 for more than 60 days;

(j) You fail to permit us to inspect or audit your franchise; or

(k) If you commit three or more breaches of this Agreement, the Operations Manual, or any other agreement with us or an affiliate, in any 12-month period regardless of whether such breaches were cured after notice.

11.3 Termination by Us with Opportunity to Cure. We may terminate this Agreement, after sending you notice and an opportunity to cure within thirty (30) days, if:

(a) You violate any other term or condition of this Agreement, the Operations Manual, or any other agreement with us; however, there is a 90-day cure period on failure to meet Minimum Requirements; or

(b) Any amount owing to us from you is more than 30 days past due.

11.4 No Refund of Initial Fee. We have no obligation to return or refund any fee to you upon termination of this Agreement.

12. POST TERMINATION OBLIGATIONS

If this Agreement expires, is not renewed, or is terminated for any reason by any party, including a sale of the Franchised Business, you must immediately:

(a) Cease operating the Franchised Business and discontinue use of any aspects of our System or Confidential Information;

(b) Stop identifying yourself as a franchisee of ours and discontinue using any of our Marks or any marks which are likely to be confused with our Marks;

(c) Deliver to us the original and all copies, both paper and electronic, of the business records of your Franchised Business (retaining only such copies as you need for legal or tax purposes);

(d) Pay to us all amounts owing to us;

(e) At our request, cancel or assign to us all telephone numbers and internet listings under your ownership used in the Franchise Business;

(f) Reimburse customers for any fees paid for services not yet rendered;

(g) At our option, and upon our request, use your best efforts to assist in our taking over the lease of the location of your Franchised Business, whether it be through a new lease or assignment, if needed;

(h) Deliver to us any paper and electronic copies of the Operations Manual and any Confidential Information;

(i) Cancel all fictitious name or other listings which you have filed for use of any of the Marks;

(j) Adhere to the provisions of the post-term covenant not to compete and not to solicit;

(k) Abide by any other covenant in this Agreement that requires performance by you after you are no longer a franchisee; and

(l) Execute, from time to time, any necessary papers, documents, and assurances to effectuate the intent of this Section 12.

13. NON-COMPETE AND NO SOLICITATION.

13.1 Non-Compete.

(a) In-Term. You will not, during the Term of this Agreement, in the United States or its Territories, directly or indirectly offer nanny or babysitter referral services except in providing such services through the Franchised Business.

(b) Post-Term. You will not, directly or indirectly, for a 2-year period after the termination, expiration, or non-renewal of this Agreement, including a sale of the franchise or your interest in it, offer a nanny and babysitter referral service in the Territory or within 25 miles of the boundaries of the Territory, or within 25 miles of any other Twinkle Toes Nanny Agency outlet of ours or a franchisee of ours in operation at the time.

13.2 No Solicitation of Customers. You will not, for a period of two years after expiration or termination of this Agreement, in the Territory or within twenty-five (25) miles of the boundaries of the Territory, directly or indirectly solicit the patronage of any client served by your prior Franchised Business during the last 24 months that you were a franchisee, or such shorter time as you were a franchisee, for the purpose of offering such person or entity, for a fee or charge, a nanny and babysitter referral service.

13.3 Waiver of Bond. You agree that if we bring suit to enforce Sections 12, 13.1 or 13.2 above, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

13.4 Severability. If any covenant or provision of Section 13.1 or 13.2 is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision. Further, these obligations are considered independent of any other provision in this Agreement and the existence of any claim or cause of action by either party to this Agreement against the other, whether based upon this agreement or otherwise, shall not constitute a defense to the enforcement of these obligations.

14. ADDITIONAL IN-TERM AND POST-TERM COVENANTS

14.1 Maintenance of Goodwill. You agree not to disparage us or our current and former employees, agents, members, or directors. During the term of this Agreement, you agree not to do any act harmful, prejudicial, or injurious to us.

14.2 Independent Contractor. You and we are independent contractors to each other. Neither you nor we is an agent, fiduciary, partner, employee, or a participant in a joint venture, and neither you nor we has the authority to hold out as such to third parties. You do not have any authority to bind or obligate us. We are not and will not be liable for any act, omission, debt, or other obligation of yours.

14.3 Indemnity. You are responsible for all loss or damage and for all contractual liability to third parties originating in or in connection with the operation of the Franchised Business and for all claims or demands for damage directly or indirectly related. You agree to defend, indemnify, and hold harmless us and our employees, officers, directors, and members with respect to any such claim, loss, or damage, including our costs and attorney fees.

15. TRANSFER

15.1 Assignment by Us. We may assign this Agreement to an assignee who agrees to remain bound by its terms. We do not permit a sub-license of the Agreement.

15.2 Transfer by You. You may transfer this Franchise Agreement, any interest under this Agreement, or substantially all the assets of the Franchised Business only if we approve, and you comply with the provisions in this Section 15. We shall not unreasonably withhold approval. If this Agreement is held by joint tenants or tenants in common, all joint tenants or tenants in common must join in any transfer of an ownership interest in this Agreement, except any person who is deceased or under a legal disability.

15.3 Transfer to a Controlled Entity. A "Controlled Entity" is an entity in which you are the beneficial owner of 100% of each class of voting ownership interest. A transfer to a Controlled Entity shall not trigger the Right of First Refusal, described in Section 15.6 below. At the time of the desired transfer of interest to a Controlled Entity, you must notify us in writing of the name of the Controlled Entity and the name and address of each officer, director, shareholder, member, partner, or similar person and their respective ownership interest. We do not charge a transfer fee for this change.

15.4 Transfer within an Entity. A transfer of interest within an entity shall not trigger the Right of First Refusal described in Section 15.6 below if only the percentage ownership, rather than the identity of the owners, is changing. Prior to the time of the desired transfer of interest within an entity, you must notify us in writing of the name and address of each officer, director, shareholder, member, partner or similar person and their respective ownership interest.

15.5 Conditions for Approval of Transfer. We may condition our approval of any proposed sale or transfer of the Franchised Business or of your interest in this Agreement upon satisfaction of the following occurrences:

(a) You are current in all monetary obligations to us, our affiliates, and our designated/approved suppliers and vendors;

(b) You are in full compliance with this Agreement;

(c) You execute any transfer, amendment, or release forms that we may require;

(d) You or the transferee will provide to us a copy of the proposed documents as we may request to evidence the transfer;

For a transfer under Section 15.2 above, the following conditions also apply:

(e) The transferee must be approved by us and demonstrate to our satisfaction that s/he meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement;

(f) The transferee must execute our then-current Franchise Agreement;

(g) You or the transferee must pay to us the Transfer Fee specified in Section 4 above;

(h) The transferee must satisfactorily complete our initial training program at the transferee's expense within the time frame we establish;

(i) You must comply with the post-termination provisions of this Agreement;

(j) The transferee must obtain within the time limits set by us and maintain thereafter, all permits and licenses required for operation of the Franchised Business;

(k) To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer;

(l) The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;

(m) The purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation and performance under its franchise agreement;

(n) You must request that we provide the prospective transferee with our current franchise disclosure document;

(o) Our approval of the transfer will not constitute a waiver of any claims we may have against the transferring party;

(p) We will have the right to disclose to any prospective transferee such revenue reports and other financial information concerning the Franchised Business as you have supplied us hereunder; and

(q) In any event, we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise.

15.6 Right of First Refusal. If you have received and desire to accept a signed, bona fide offer to purchase or otherwise transfer the Franchise Agreement, any interest in it, or substantially all the assets of the Franchised Business, you shall grant us the option (the "Right of First Refusal") to purchase the Franchised Business as provided here:

(a) Within fourteen (14) days of receipt of the offer, you shall offer the Right of First Refusal to us by notice in writing, including a copy of the signed offer to purchase which you received ("Notice"). We shall have the right to purchase the Franchised Business or interest in the Franchised Business at and for the price and upon the terms set out in the Notice, except that we may substitute cash for any non-cash form of payment proposed and we shall have 60 days after the exercise of our Right of First Refusal to close the said purchase. Should we wish to exercise our Right of First Refusal, we will notify you in writing within 15 days from its receipt of the Notice. Upon the giving of such notice by us, there shall immediately arise between us and you, or its owners, a binding contract of purchase and sale at the price and upon the terms contained in the Notice.

(b) If we do not exercise our Rights of First Refusal, you may transfer the Franchised Business or your ownership interest per the terms set forth in the Notice, if you satisfy the conditions in Section 15.5 above and complete the sale within 90 days from the day on which we received the Notice. If you do not conclude the proposed sale transaction within the 90-day period, the Right of First Refusal granted to us shall continue in full force and effect.

16. DEATH OR INCAPACITY

In the event of your death or incapacity, you, or your estate must actively begin the process to seek a transfer of your rights under this Agreement within 60 days and must complete the transfer within 6 months of your death or incapacity. If you or your estate fails in either respect, then we may terminate this Agreement. The new Franchisee must pay the transfer fee specified above, meet our qualifications, complete initial training, and enter into a new Franchise Agreement. And we are entitled to reimbursement from you or your estate for any reasonable expenses incurred continuing Services from the date of your death or incapacity until transfer or termination. The term "incapacity" means a condition that prevents you from reasonably carrying out your duties under this Agreement.

17. MODIFICATION

No modifications to this Agreement will have any effect unless such modification is in writing and signed by you and by our authorized officer. We may, however, modify the provisions of the Manual, without your consent, as discussed in Section 5.

18. NON-WAIVER OF BREACH

The failure of either party to enforce any one or more of the terms or conditions of this Agreement shall not be deemed a waiver of such term or condition or of either party's right to enforce each and every term and condition of this Agreement.

19. FULL UNDERSTANDING

This Agreement, including the schedules, is the entire agreement between the parties. This Agreement supersedes all other prior oral and written agreements and understandings between you and us with respect to the subject matter of this Agreement. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document we furnished to you.

20. GOVERNING LAW

20.1 Choice of Law. Except as to claims governed by federal law, Florida law governs all claims that in any way relates to or arises out of this Agreement or any of the dealings of the parties ("Claims"). However, no laws regulating the sale of franchises or governing the relationship between franchisor and franchisee shall apply unless the jurisdictional requirements of such laws are met independently of this paragraph.

20.2 Jurisdiction and Venue. You and we agree that venue and jurisdiction for any Claims shall be proper solely in the state and federal court nearest to our corporate headquarters, presently located in Gainesville, Florida.

20.3 Jury Waiver. In any trial between any of the parties as to any Claims, you and we agree to waive our rights to a jury trial and instead have such action tried by a judge.

20.4 Class Action Waiver. You agree to bring any Claims, if at all, individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

20.5 Punitive Damages Waiver. As to any Claims, you and we agree to waive our rights, if any, to seek or recover punitive damages.

20.6 Limitation of Actions. You agree to bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

20.7 Prior Notice of Claims. As a condition precedent to commencing an action for a Claim, you must notify us within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

20.8 Internal Dispute Resolution. You must first bring any Claim to our CEO, after providing notice as set forth in Section 20.7 above. You must exhaust this internal dispute resolution procedure before you may bring your Claim before a third party.

20.9 Mediation and Arbitration. Before you may bring any Claim against us, you agree to try for a period of 60 days to mediate such claim before a mutually agreed to mediator in the city or county where our headquarters are located. If we cannot mutually agree on a mediator, you and we agree to use the mediation services of the American Arbitration Association ("AAA") and split any AAA and mediator fees equally.

If mediation is unsuccessful and you decide to pursue a legal claim against us, you agree to bring such claim solely in binding arbitration conducted in the city or county where our headquarters is located, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

20.10 Waiver of bond. You agree that if we are forced to bring suit to enforce any provision of this Agreement, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

20.11 Attorney Fees. If we are the substantially prevailing party as to any Claims, you agree to reimburse our costs and attorney fees incurred in pursuing or defending the Claims.

20.12 Third Party Beneficiaries. Our officers, directors, members, shareholders, agents, and employees are express third-party beneficiaries of the terms of the Governing Law provisions contained herein.

20.13 Survival. All the covenants contained in this Agreement that may require performance after the termination or expirations of this Agreement will survive any termination or expiration of this Agreement.

20.14 Severability Clause. If any covenant or provision in this Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision of this Agreement.

21. RELEASE OF PRIOR CLAIMS

By executing this Agreement, the undersigned entity, if any, and individuals, on behalf of yourselves and your heirs, legal representatives, successors and assigns, and each assignee of this Agreement, forever releases and discharges us, our past and present employees, agents, members, officers, and directors, including any of our parent, subsidiary and affiliated entities, their respective past and present employees, agents, members, officers, and directors, from any and all claims relating to or arising out of any franchise agreement between the parties executed prior to the date of this Agreement, and all other claims relating to any dealings between any of the parties. However, this release does not apply to any claim you may have arising from representations in our Franchise Disclosure Document, or its exhibits or amendments.

22. NOTICES

You shall give any required notice or request in writing by mail or courier, postage fully prepaid, delivered personally, or by facsimile, to our CEO, at our corporate office, presently 9145 SW 49th Place, Gainesville, FL 32608; Telephone: (352) 682-8405. We may also give any such notice to you in the same manner at the address indicated below your signature on this Agreement, such other more current address as we may have for you, or by e-mail.

23. ACKNOWLEDGMENTS

[intentionally omitted]

24. GUARANTY

The Franchisee named at the top of the following page agrees to abide by the terms of this Agreement. The signature of an individual or individuals as sole proprietors, joint tenants, or tenants in common constitutes their personal agreement to such terms. The signature of an individual or individuals on behalf of an entity constitutes the entity's agreement to such terms.

In addition, the signatures of all individuals below, in any capacity, also constitute their personal joint and several agreement to perform all the obligations in and relating to this Agreement, including, but not limited to, the obligations stated in **Paragraphs 9, 12-14 and 20 above,** the obligation to make specified payments, and pay any other debts due to us. All Signators below waive any right to presentment, demand, notice of non-performance, or the right to require us to proceed against the other Signators.

[signature page follows]

Franchisee: ____ **Entity Number:**_____________

Type: __________________________ **(Sole Proprietor, LLC, Corp., Joint Tenants with Right of Survivorship ("JTROS"), Tenants in Common, Partnership).***

SIGNATORS:

By: __________________________________ (Signature)	By: __________________________________ (Signature)
__________________________________ (Printed Name)	__________________________________ (Printed Name)
Title: ________________________________	Title: ________________________________
Address: ______________________________ ______________________________	Address: ______________________________ ______________________________
Ownership Percent: _____ % (see note below)	Ownership Percent: _____ % (see note below)
By: __________________________________ (Signature)	By: __________________________________ (Signature)
__________________________________ (Printed Name)	__________________________________ (Printed Name)
Title: ________________________________	Title: ________________________________
Address: ______________________________ ______________________________	Address: ______________________________ ______________________________
Ownership Percent: _____ % (see note below)	Ownership Percent: _____ % (see note below)

Twinkle Toes Nanny Agency Franchise System, LLC

By: __________________________________ Effective Date: __________________________
Kristy Bickmeyer, CEO

***Joint Tenants with Right of Survivorship is typically for married couples and must be owned equally by each tenant, 50-50 for two owners, and if one spouse passes away, the other automatically receives the decedent's share. Tenants in common is normally for non-spouses and if one passes away, his or her share passes by will or state law to his or her heirs.**

SCHEDULE 1 TO THE FRANCHISE AGREEMENT

Territory

Your Territory shall be as follows:

____

____

SCHEDULE 2 TO THE FRANCHISE AGREEMENT

COMPANIONPAY AUTHORIZATION

The undersigned Franchisee hereby acknowledges that CompanionPay LLC, a Florida Limited Liability Company located at 5230 SW 91st Drive, Suite C, Gainesville, FL 32608 ("CompanionPay") is an affiliate of the Franchisor, Twinkle Toes Nanny Agency Franchise System, LLC ("Franchisor") and hereby acknowledges and authorizes the following:

1. Franchisee hereby authorizes CompanionPay to issue invoices to those families served by Franchisee's nannies, to collect payments owed on such invoices, and to remit to Franchisee's nannies payment owed to such nannies for their services, and remit the remainder, after any applicable charges, to Franchisee.
2. Franchisee also authorizes CompanionPay to withhold and pay Franchisor any past due monies that Franchisee may owe to Franchisor.
3. Franchisee hereby authorizes CompanionPay and/ or Franchisor to charge Franchisee for the credit card processing fees imposed by the payment processor(s) that CompanionPay uses to process family credit card payments. It is estimated that such processing fees will be 2-4% of the dollar amounts collected. It is understood that CompanionPay and/or Franchisor may use historical data to come up with an approximate average percentage to charge, in order to simplify billings, that may differ in a nominal amount from the actual credit card processing fee charged by credit card processors each month.
4. Franchisee authorizes CompanionPay to share Franchisee transactional data with Franchisor so that Franchisor may calculate Franchisee Gross Sales, Royalties owed, and use for any other lawful purpose.

Acknowledged and agreed to on the Effective Date indicated below:

FRANCHISEE:	AFFILIATE: **CompanionPay LLC**
By:___________________________	By:______________________________ Kristy Bickmeyer, President

SCHEDULE 3 TO THE FRANCHISE AGREEMENT

TELEPHONE NUMBER & INTERNET ASSIGNMENT AGREEMENT

THIS TELEPHONE NUMBER & INTERNET ASSIGNMENT AGREEMENT is made between Twinkle Toes Nanny Agency Franchise System, LLC ("Franchisor," "we," "us," or "our") and the franchisee named below ("Franchisee," "you" or "your").

BACKGROUND

A. The parties are entering into a Franchise Agreement ("Agreement").

B. As a condition to signing the Franchise Agreement, we have required that you appoint us Attorney in Fact, to take effect upon the expiration or termination of the Agreement, as to the telephone numbers, listings, advertisements, social media accounts, domains, websites, directories, or similar (collectively "Listings") relating to your Franchise.

LISTINGS ASSIGNMENT

Upon expiration or termination of the Agreement for any reason, Franchisee's right of use of the Listings shall terminate. In the event of termination or expiration of the Agreement, Franchisee agrees to pay all amounts owed in connection with the Listings, and to immediately at Franchisor's request, (i) take any other action as may be necessary to transfer the Listings to Franchisor or Franchisor's designated agent, (ii) install and maintain, at Franchisee's sole expense, an intercept message, in a form and manner acceptable to Franchisor on any or all of the Listings; (iii) disconnect the Listings; and/or (iv) cooperate with Franchisor or its designated agent in the removal or relisting of the Listings

Franchisee agrees that Franchisor may require Franchisee to "port" or transfer to Franchisor or an approved call routing and tracking vendor all Listings.

DURABLE POWER OF ATTORNEY

Appointment as Attorney in Fact. For value received, Franchisee hereby irrevocably appoints Franchisor as Franchisee's attorney-in-fact, to act in Franchisee's place, for the purpose of assigning any Listings. This appointment gives to us full power to receive, transfer or assign to us or our designee or take any other actions required of Franchisee under the Agreement. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the foregoing powers, including full power of substitution and execution or completion of any documents required or requested by any telephone or other company to transfer such Listings and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration, cancellation or termination of Franchisee's rights under the Agreement for any reason. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the subsequent incapacity of Franchisee. This power is created to secure performance of a duty to Franchisor and is for consideration.

<u>Governing Law and Survival</u>. The validity, construction and performance of this Assignment is governed by the laws of the State in which we are located. All our rights survive the termination, expiration or non-renewal of the Agreement and inure to our benefit and to the benefit of our successors and assigns.

FRANCHISEE:	**FRANCHISOR:** Twinkle Toes Nanny Agency Franchise System, LLC
By:___________________________	By:______________________________ Kristy Bickmeyer, CEO
By:___________________________	Date:___________________________

SCHEDULE 4 TO THE FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGEMENT

Do not sign this Acknowledgement if you are a resident of Maryland or the business is to be operated in Maryland.

[Not to be used as to any franchise sale in or to residents of CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI]

You and we are preparing to enter into a Franchise Agreement. This Acknowledgement is to determine whether any statements or promises were made to you that we did not authorize or are untrue, inaccurate or misleading, to ensure you have been properly represented, and that you understand the limitations on claims you may make relating to your franchise. **You cannot sign or date this Acknowledgement the same day as the Receipt for the Franchise Disclosure Document. You must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses.

Yes__ No__ 1. Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?

Yes__ No__ 2. Do you understand all the information contained in the Franchise Agreement?

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

Yes__ No__ 4. Do you understand all the information contained in the Franchise Disclosure Document?

Yes__ No__ 5. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?

Yes__ No__ 6. Do you understand the risks of developing and operating this franchise?

Yes__ No__ 7. Do you understand that your investment involves substantial business risks and that there is no guarantee that your business will be profitable?

Yes__ No__ 8. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, the economy, labor and supply costs and other relevant factors?

Yes__ No__ 9. Do you acknowledge that the success of your franchise in large part relies upon your ability as an independent business person and your active participation in the day to day operation of the business?

Yes__ No__ 10. Do you agree that no employee or other person speaking on our behalf has made any statement, promise, or agreement, that is contrary to or different from what is stated in the Franchise Disclosure Document and Franchise Agreement?

Yes__ No__ 11. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue you will generate, that is not contained in Item 19 of the Franchise Disclosure Document or that is contrary to, or different from, the information contained in Item 19 of the Franchise Disclosure Document, and that you have not made a decision to purchase your franchise based on any such representations?*

Yes__ No__ 12. Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning this franchise, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?*

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

*All representations requiring prospective franchisees to assent to a release, assignment, novation, or waiver of any person from liability are not intended to nor shall they act as a release, assignment, novation or waiver under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

By signing below, you are representing that you have responded truthfully to the above questions.

[signature page follows]

[Not to be signed as to any franchise sale in or to residents of CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI]

____

Name of Applicant (please print)

____

Signature

Date: ____________________________

Explanation of any negative responses (Refer to Question Number):

SCHEDULE 5

STATE ADDENDA TO THE FRANCHISE AGREEMENT

MARYLAND ADDENDUM
TO THE FRANCHISE AGREEMENT

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

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

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

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

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

5. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

<u>Initial Fee Deferral:</u>

The Franchise Agreement is amended to also add the following: "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

FRANCHISEE:	**FRANCHISOR:** Twinkle Toes Nanny Agency Franchise System, LLC
By:____________________________	By:______________________________ Kristy Bickmeyer, CEO
By:____________________________	Date:____________________________

EXHIBIT D
PROMISSORY NOTES

PROMISSORY NOTE- SOLE PROPRIETORSHIP, JOINT TENANTS, TENANTS IN COMMON

$ ____________________ Date ______________________________

Gainesville, Florida

For and in consideration of good and valuable consideration, the undersigned ("Maker") promises to pay to the order of Twinkle Toes Nanny Agency Franchise System, LLC ["Holder"] at 5230 SW 91st Drive, Suite C, Gainesville, FL 32608, or at Holder's option, at such other place as may be designated from time to time by Holder, the amount stated above, together with interest at the rate of ____ percent (___%) per annum on the unpaid balance computed from the date provided above, payable as follows:

[insert repayment terms]

Interest under this Note will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Maker represents and warrants to Holder that the loan evidenced by this Note is being made for business, commercial or investment purposes. Maker may prepay this Note, in whole or in part, without penalty, at any time.

Maker agrees to pay all attorney fees and other costs and expenses that Holder may incur in connection with the collection or enforcement of this Note or the preservation or disposition of any collateral for the payment of this Note.

Maker understands that Holder may transfer this Note. The Holder or any party who takes this Note by transfer and who is entitled to receive payments under this Note shall be called "Holder."

Each person liable on this Note in any capacity, whether as maker, endorser, surety, guarantor or otherwise, and any holder (collectively hereafter "Obligor"), waives the benefit of the homestead exemption and of all other exemptions available to him and also waives presentment, demand, protest, notice of dishonor and all other notices of every kind and nature to which he would otherwise be entitled under the applicable law. Each Obligor agrees that Holder may take any one or more of the following actions, on one or more occasions, whether before or after the maturity of this Note, without any notice to such Obligor, without any further consent to such actions, and without releasing or discharging such Obligor from liability on the Note: (a) any extension or extensions of the time of payment of any principal, interest or other amount due and payable under this Note; (b) any renewal of this Note, in whole or in part; (c) any full or partial release or discharge from liability under this Note of any other Obligor; (d) any waiver of any default under this Note or other agreement between the Lender and any Obligor relating to the indebtedness evidenced by this Note; or (e) any agreement with the Maker changing the rate of interest or any other term or condition of this Note.

As security for the prompt and full satisfaction of the outstanding principal balance of this Note, and all other sums due under this Note, Maker agrees that Holder shall have, and Maker hereby grants to and creates in favor of Holder, a lien and security interest in any and all of the accounts, assets, real property, personal property, and intangible property of the Franchised Business. Maker agrees that it shall not, without the prior written consent of the Holder, grant or create or permit to attach or exist any mortgage, security interest, lien, judgment, or other encumbrance of or in any of the assets of the Franchised Business or any portion thereof. Maker agrees that it shall preserve and protect Holder's security interest in the Franchised Business assets. In addition to all rights and remedies given to Holder by this Note, Holder shall have all the rights and remedies of a secured party under the Uniform Commercial Code (the "UCC"). The parties hereto agree that this Note constitutes a security agreement under the UCC. Maker agrees from time to time at the request of Holder to file or record, or cause to be filed or recorded, such instruments, documents or notices, including assignments, financing statements and continuation statements as the Holder may deem necessary or advisable from time to time in order to perfect, to continue perfected and to preserve the priority of such lien and security interest.

TIME IS OF THE ESSENCE with regard to the payment of any amounts due under this Note and the performance of the covenants, terms and conditions of this Note.

Any one or more of the following shall constitute an event of default under this Note: (a) any default in the payment of any installment or payment of principal, interest, or other amounts due and payable under this Note; (b) the death, dissolution, merger, consolidation or termination of existence of any Obligor; (c) any default by Obligor in the performance of, or compliance with, any provision in this Note or other agreement, document or instrument to which any Obligor and Holder are parties; (d) any Obligor is unable to pay debts as they become due, or is or becomes insolvent or makes an assignment for the benefit of creditors; (e) any Obligor files or becomes the subject of any petition or other pleading for relief under the Federal bankruptcy laws or any state insolvency statute; or (f) a receiver is appointed for, or a writ or order of attachment, levy or garnishment is issued against, any Obligor or the property, assets or income of any Obligor.

If an event of default shall occur or if Maker shall fail to pay this Note in full at maturity, the entire unpaid balance of this Note and all accrued interest shall become immediately due and payable, at the option of Holder, without notice or demand to any Obligor. The remedies provided in this Note upon default and in other agreement between Holder and any Obligor are cumulative and not exclusive of any other remedies provided under any other agreement or at law or in equity.

Each Obligor hereby waives trial by jury in any action or proceeding to which such Obligor and Holder may be parties, arising out of, in connection with or in any way pertaining to, this Note. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such action or proceeding, including claims against parties who are not parties to this Note. This waiver is knowingly, willingly and voluntarily made by each Obligor, and each Obligor hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury and that each Obligor has been represented in the signing of this Note and in the making of this waiver by independent legal counsel, or has had the opportunity to be represented by independent legal counsel selected of its own free will, and that it has had the opportunity to discuss this waiver with its counsel.

The covenants, terms and conditions of this Note shall be binding upon the heirs, personal representatives, successors and assigns of each Obligor and shall inure to the benefit of Holder, its successors and assigns.

This Note shall be construed in all respects and enforced according to the laws of the State of Florida.

WITNESS the following signature(s) and seal(s):

____
Signature of Maker

____
Signature of Maker

Printed Name of Maker

Home Address:

Printed Name of Maker

Home Address:

PROMISSORY NOTE- ENTITY

$ ____________________ Date ______________________________

Gainesville, Florida

For and in consideration of good and valuable consideration, the undersigned (together with the Guarantor "Maker") promises to pay to the order of Twinkle Toes Nanny Agency Franchise System, LLC ["Holder"] at 5230 SW 91st Drive, Suite C, Gainesville, FL 32608, or at Holder's option, at such other place as may be designated from time to time by Holder, the amount stated above, together with interest at the rate of ____ percent (___%) per annum on the unpaid balance computed from the date provided above, payable as follows:

[insert repayment terms]

Interest under this Note will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Maker represents and warrants to Holder that the loan evidenced by this Note is being made for business, commercial or investment purposes. Maker may prepay this Note, in whole or in part, without penalty, at any time.

Maker agrees to pay all attorney fees and other costs and expenses that Holder may incur in connection with the collection or enforcement of this Note or the preservation or disposition of any collateral for the payment of this Note.

Maker understands that Holder may transfer this Note. The Holder or any party who takes this Note by transfer and who is entitled to receive payments under this Note shall be called "Holder."

Each person liable on this Note in any capacity, whether as maker, endorser, surety, guarantor or otherwise, and any holder (collectively hereafter "Obligor"), waives the benefit of the homestead exemption and of all other exemptions available to him and also waives presentment, demand, protest, notice of dishonor and all other notices of every kind and nature to which he would otherwise be entitled under the applicable law. Each Obligor agrees that Holder may take any one or more of the following actions, on one or more occasions, whether before or after the maturity of this Note, without any notice to such Obligor, without any further consent to such actions, and without releasing or discharging such Obligor from liability on the Note: (a) any extension or extensions of the time of payment of any principal, interest or other amount due and payable under this Note; (b) any renewal of this Note, in whole or in part; (c) any full or partial release or discharge from liability under this Note of any other Obligor; (d) any waiver of any default under this Note or other agreement between the Lender and any Obligor relating to the indebtedness evidenced by this Note; or (e) any agreement with the Maker changing the rate of interest or any other term or condition of this Note.

As security for the prompt and full satisfaction of the outstanding principal balance of this Note, and all other sums due under this Note, Maker agrees that Holder shall have, and Maker hereby grants to and creates in favor of Holder, a lien and security interest in any and all of the accounts, assets, real property, personal property, and intangible property of the Franchised Business. Maker agrees that it shall not, without the prior written consent of the Holder, grant or create or permit to attach or exist any mortgage, security interest, lien, judgment, or other encumbrance of or in any of the assets of the Franchised Business or any portion thereof. Maker agrees that it shall preserve and protect Holder's security interest in the Franchised Business assets. In addition to all rights and remedies given to Holder by this Note, Holder shall have all the rights and remedies of a secured party under the Uniform Commercial Code (the "UCC").

The parties hereto agree that this Note constitutes a security agreement under the UCC. Maker agrees from time to time at the request of Holder to file or record, or cause to be filed or recorded, such instruments, documents or notices, including assignments, financing statements and continuation statements as the Holder may deem necessary or advisable from time to time in order to perfect, to continue perfected and to preserve the priority of such lien and security interest.

TIME IS OF THE ESSENCE with regard to the payment of any amounts due under this Note and the performance of the covenants, terms and conditions of this Note.

Any one or more of the following shall constitute an event of default under this Note: (a) any default in the payment of any installment or payment of principal, interest, or other amounts due and payable under this Note; (b) the death, dissolution, merger, consolidation or termination of existence of any Obligor; (c) any default by Obligor in the performance of, or compliance with, any provision in this Note or other agreement, document or instrument to which any Obligor and Holder are parties; (d) any Obligor is unable to pay debts as they become due, or is or becomes insolvent or makes an assignment for the benefit of creditors; (e) any Obligor files or becomes the subject of any petition or other pleading for relief under the Federal bankruptcy laws or any state insolvency statute; or (f) a receiver is appointed for, or a writ or order of attachment, levy or garnishment is issued against, any Obligor or the property, assets or income of any Obligor.

If an event of default shall occur or if Maker shall fail to pay this Note in full at maturity, the entire unpaid balance of this Note and all accrued interest shall become immediately due and payable, at the option of Holder, without notice or demand to any Obligor. The remedies provided in this Note upon default and in other agreement between Holder and any Obligor are cumulative and not exclusive of any other remedies provided under any other agreement or at law or in equity.

Each Obligor hereby waives trial by jury in any action or proceeding to which such Obligor and Holder may be parties, arising out of, in connection with or in any way pertaining to, this Note. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such action or proceeding, including claims against parties who are not parties to this Note. This waiver is knowingly, willingly and voluntarily made by each Obligor, and each Obligor hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury and that each Obligor has been represented in the signing of this Note and in the making of this waiver by independent legal counsel, or has had the opportunity to be represented by independent legal counsel selected of its own free will, and that it has had the opportunity to discuss this waiver with its counsel.

The covenants, terms and conditions of this Note shall be binding upon the heirs, personal representatives, successors and assigns of each Obligor and shall inure to the benefit of Holder, its successors and assigns.

This Note shall be construed in all respects and enforced according to the laws of the State of Florida.

WITNESS the following signature(s) and seal(s):

Maker: ______________________________

(Enter Name of Entity Here)

By ______________________________

Printed Name: ______________________________ Title: ______________________________

Guarantors:

Signature of Guarantor

Printed Name of Guarantor

Home Address:

Signature of Guarantor

Printed Name of Guarantor

Home Address:

Signature of Guarantor

Printed Name of Guarantor

Home Address:

Signature of Guarantor

Printed Name of Guarantor

Home Address:

EXHIBIT E

RELEASE

THIS RELEASE is made and given by ____, ("Releasor") with reference to the following facts:

1. Releasor and Twinkle Toes Nanny Agency Franchise System, LLC (Releasee) are parties to one or more franchise agreements.

2. The following consideration is given:

   _______the execution by Releasor of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise"); or

   _______Releasor's consent to Releasee's transfer of its rights and duties under the Franchise Agreement; or

   _______Releasor's consent to Releasee's assumption of rights and duties under the Franchise Agreement; or

   ____ [insert description]

3. Release- Franchisee and all of Franchisee's guarantors, members, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge Releasee, its past and present agents, employees, officers, directors, members, Franchisees, successors, assigns and affiliates (collectively "Released Parties") from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation which Franchisee could assert against Released Parties or any of them up through and including the date of this Release.

4. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.

5. California Releasor- You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

   > A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

6. The above Release shall not apply to any liabilities arising under the California Franchise Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1 through

23-2-2.7-7, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota franchise laws, the Rhode Island Investment Act, and the Washington Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220..

Franchisee:	**Twinkle Toes Nanny Agency Franchise System, LLC**
By:______________________________	By:______________________________ Kristy Bickmeyer, CEO
Printed Name:______________________	Date:____________________________
Title:____________________________	

EXHIBIT F

CURRENT FRANCHISEES

The following is a list of the names of all Franchisees and the address and telephone number of each of their outlets as of the end of our most recently completed fiscal year.

Operational Outlets (as of December 31, 2024):

Florida
Annelise Lankford
1 outlet
2190 Melaleuca Dr
Merritt Island, FL 32953
(321) 917- 4460
annelise@twinkletoes.com
Franchise Location- Brevard County

Kristy Bickmeyer
1 Outlet
9145 SW 49th Place
Gainesville, FL 32608
352-682-8405
kristy@twinkletoes.com
Franchise Location-Gainesville

Carolina Rodriguez
2 Outlets
351 15th Ave. South, Suite B
Jacksonville Beach, FL 32259
(352) 359-7169
carolina@twinkletoes.com
Franchise Location- Jacksonville East/St. Augustine (1 location)/Jax West

Ariana Haghani
2 outlets
51 Tamar Ct. St.
Augustine, FL 32095
(407) 704-0342
ariana@twinkletoes.com
Franchise Location-Orlando, Pinellas County/Sarasota

Sarah Ardelean
1 outlet
7479 SW 82nd Way
Gainesville, FL 32608

(850) 272-5287
sarah@twinkletoes.com
Franchise Location-Tallahassee

Josh and Samantha Swenson
1 outlet
7905 Olive Brook Drive
Wesley Chapel, FL 33545
952.212.2531
josh@twinkletoes.com
Franchise Location-Tampa

Nicole Quadreny
1 outlet
11330 Camellia Circle
Weston FL 33326
(772) 708-7061
nicole@twinkletoes.com
Franchise Location- West Broward

Georgia
Christine Baines
2 outlets
3846 Alice Ln,
Suwanee GA 30024
(770) 314-8338
christine@twinkletoes.com
Franchise Location- NE Atlanta, Cobb County

Idaho
Julie Crecelius
1 outlet
1320 N Main Street
Meridian, ID 83642
(208) 371-5676
julie@twinkletoes.com
Franchise Location- Boise/East Idaho

North Carolina
Joseph and Amanda Coyle
1 outlet
111 Tiller Way
Mooresville, NC 28115
(469) 855-1115
amanda@twinkletoes.com
Franchise Location-North Charlotte

Kerri Carder and Amanda Maslak
1 outlet
787 Eagle Rd
Waxhaw, NC 28173
(386) 566-7605
kerri@twinkletoes.com
Franchise Location- South Charlotte

Ohio
Kristen Kauffman
2 outlets
2387 Sutter Parkway
Dublin, OH 43016
(614) 450-2518
kristen@twinkletoes.com
Franchise Location- Columbus NW and Columbus NE

Tennessee
Wesley "Lorie" Worden and Wendy Young
1 outlet
1350 Milestone Circle
Collierville, TN 38017
(901) 734-3472
wendy@twinkletoes.com
Franchise Location-Memphis

Robin Reed
1 outlet
1720 E Jean Street
Tampa, FL 33610
(615) 970-0305
robin@twinkletoes.com
Franchise Location-Nashville

Franchise Agreement signed but outlet not yet open as of December 31, 2024:

None

EXHIBIT G

FORMER FRANCHISEES

The following is a list of Franchisees who had an outlet terminated, canceled, not renewed or otherwise ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who had not communicated with us within ten weeks of the date of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Tennessee
Joyce Coward
2485 Dibrell Trail Dr.
Collierville, TN 38017
(205) 381-5615
(transferred)

Rachel and Patrick Marsch
1405 Huffine Street
Nashville, TN 37216
(615) 544-5380
(transferred)

EXHIBIT H

Financial Statements

Twinkle Toes Nanny Franchise System, LLC

Independent Auditor's Report
And
Financial Statements
December 31, 2024

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Metwally CPA PLLC

CERTIFIED PUBLIC ACCOUNTANT

1312 Norwood Dr STE 100, Bedford, Texas 76022

Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

Independent Auditor's Report

To the Members of
Twinkle Toes Nanny Franchise System, LLC

Opinion

We have audited the accompanying financial statements of Twinkle Toes Nanny Franchise System, LLC (the Company), which comprise the balance sheet as of December 31, 2024 and the related statements of operations, members' equity (deficit), and cash flows for the year 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 Twinkle Toes Nanny Franchise System, LLC as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. 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 Twinkle Toes Nanny Franchise System, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 9 to the financial statements. The Company has a low liquidity level in comparison to its short-term obligation. This raises substantial doubt about its ability to continue as a going concern. The management's plan in this regard is also described in Note 9. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements 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 Twinkle Toes Nanny Franchise System, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor’s Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements 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 Twinkle Toes Nanny Franchise System, LLC’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Twinkle Toes Nanny Franchise System, LLC’s ability to continue as a going concern for a reasonable period of time.

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

Metwally CPA PLLC

Metwally CPA PLLC
Bedford, Texas
April 28, 2025

Twinkle Toes Nanny Franchise System, LLC

Balance Sheet
December 31, 2024

		2024
ASSETS		
Current Assets		
Cash and cash equivalents	$	5
Accounts receivable		51,060
Due from related parties		24,970
Total Current Assets		**76,035**
Non-Current Assets		
Property and equipment, net		838
Total Non-Current Assets		**838**
Total Assets	**$**	**76,873**
LIABILITIES AND MEMBERS' EQUITY (DEFICIT)		
Current Liabilities		
Accounts payable and accrued liabilities	$	28,561
Due to related parties		2,210
Deferred revenue, current portion		95,983
Total Current Liabilities		**126,754**
Long Term Liabilities		
Deferred revenue, net of current portion		69,134
Total Long Term Liabilities		**69,134**
Total Liabilities		**195,888**
Members' Equity (Deficit)		
Members' equity (deficit)		(119,015)
Total Members' Equity (Deficit)		**(119,015)**
Total Liabilities and Members' Equity (Deficit)	**$**	**76,873**

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

Twinkle Toes Nanny Franchise System, LLC

Statement of Operations

Year Ended December 31, 2024

		2024
Revenues		
Royalties	$	655,332
Initial franchise fees		95,566
Total Revenues		**750,898**
Operating Expenses		
Salaries and wages		221,350
General and administrative		188,666
Marketing and advertising		117,770
Legal and professional		68,953
Depreciation		279
Total Operating Expenses		**597,018**
Operating Income / (Loss)		**153,880**
Other Income (Expense)		
Interest income		3,005
Net Income / (Loss)	**$**	**156,885**

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

Twinkle Toes Nanny Franchise System, LLC
Statement of Members' Equity (Deficit)
Year Ended December 31, 2024

Members' Equity (Deficit) At December 31, 2023	**$ (177,410)**
Net income / (loss)	156,885
Members' contributions	98,336
Members' distributions	(196,826)
Members' Equity (Deficit) At December 31, 2024	**$ (119,015)**

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

Twinkle Toes Nanny Franchise System, LLC

Statement of Cash Flows

Year Ended December 31, 2024

		2024
Cash Flows From Operating Activities		
Net income / (loss)	$	156,885
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation		279
Change in assets and liabilities:		
Accounts receivable		(1,483)
Due from related parties		(16,822)
Accounts payable and accrued liabilities		5,823
Due to related parties		1,412
Deferred revenue		(70,566)
Net Cash Flows Provided By (Used In) Operating Activities		**75,528**
Cash Flows From Investing Activities		
Net Cash Flows Provided By (Used In) Investing Activities		**-**
Cash Flows From Financing Activities		
Proceeds from notes receivable		21,745
Members' contributions		98,336
Members' distributions		(196,826)
Net Cash Flows Provided By (Used In) Financing Activities		**(76,745)**
Net Change In Cash And Cash Equivalent During The Year		**(1,217)**
Cash and cash equivalents - beginning of the year		1,222
Cash And Cash Equivalent - End of The Year	**$**	**5**

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

Twinkle Toes Nanny Franchise System, LLC
December 31, 2024
Notes To Financial Statements

1. COMPANY AND NATURE OF OPERATIONS

Twinkle Toes Nanny Agency, Inc. (the Company) was organized in the state of Florida on July 21, 2016. The Company is engaged in franchising a proprietary business model for a nanny and babysitter referral service. Franchisees operate under the trade name "Twinkle Toes Nanny" and are authorized to utilize the Company's proprietary system, including its standards, methods, procedures, and specifications. Franchisees are also granted the right to use the Company's trademarks, service marks, and logos as part of their operations.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of financial statements.

A. Basis of Accounting

The Company's financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP").

B. Cash and Cash Equivalents

For purposes of the Statement of cash flows, cash equivalents include bank accounts and cash in transit for bank deposits with maturities of three months or less to be cash equivalents.

C. Accounts Receivable

Accounts Receivable arise primarily from royalty fees and are carried at their estimated collectible amounts, net of any estimated allowances for doubtful accounts. The Company provides an allowance for doubtful collections, which is based upon a review of outstanding receivables, historical collection information, existing economic conditions, and other relevant factors. Management has determined that no allowance for doubtful accounts was necessary on December 31, 2024.

D. Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation is computed primarily using the straight-line method over the estimated useful lives of the assets which range from 3-5 years.

E. Federal Income Taxes

The Company has elected to be taxed for U.S. Federal, and to the extent applicable, U.S. State purposes under the provisions of Subchapter S of the Internal Revenue Code. Accordingly, federal income tax liabilities relating to the Company's profits are the stockholders' responsibility; therefore, no provision has been made for federal income taxes.

F. Concentration of Credit Risk

The Company maintains cash and cash equivalents with major financial institutions. At various times during the year, the total amount on deposit might exceed the $250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

G. Use of Estimates

The preparation of our Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of our financial statements and the reported amounts of revenues, costs, and expenses during the reporting period. Actual results could differ significantly from those estimates. It is at least reasonably possible that a change in the estimates will occur in the near term.

H. Revenue Recognition

Revenue is recognized in accordance with ASC Topic 606, Revenue from Contracts with Customers. The Company adopted ASU 2021-02 Franchisors - Revenue from Contracts with Customers (Subtopic 952-606) effective with the application of ASC Topic 606. The ASU provides a practical expedient to ASU2014-09 Revenue from contracts with Customers (Topic 606). The new guidance allows franchisors to simplify the application of the guidance about identifying performance obligations for franchisors that perform pre-opening services by allowing a franchisor to account for pre-opening services as distinct if they are consistent with those included in a predefined list of pre-opening services.

Franchise Fees

The franchise arrangement between the Company and each franchise owner is documented in the form of a franchise agreement and, in select cases, a development agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company before opening are distinguished from the franchise license. Therefore, the Company recognizes franchise fees as two performance obligations. The nature of the Company's promise in granting the franchise license is to provide the franchise owner with access to the brand's intellectual property over the term of the franchise arrangement.

The transaction price in a standard franchise arrangement consists of (a) franchise/development fees; (b) Marketing, brand development and royalties Fees and (c) IT Fees; (d) Annual Conference Fees. The Company utilize ASC 606 five-steps revenue recognition model as follows:

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

The terms of the Company's franchise agreement will be as follows:

- The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
- The franchisee is obligated to pay a non-refundable initial franchise fee.
- The franchisee is obligated to pay a monthly royalties, marketing, IT, and annual conference fees. Certain other fees are also outlined in the agreement.

Franchise revenues are recognized by the Company from the following different sources: The Company recognizes franchise fees as two (2) performance obligations. The first, pre-opening services, including access to manuals, assistance in site selection, and initial training, have been determined to be distinct services offered to franchisees. Pre-opening services are earned over a period of time using an input method of completion based on costs incurred for each franchisee at the end of each year.

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 5 years while successive agreement terms are typically 5 years.

Variable Considerations

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license. The Company collects funds from franchisees to manage the brand level advertising, marketing, and development program. The fee is based on a percentage of the gross sales less any amount paid towards sales tax, payable monthly.

Contracts Assets and Liabilities Balances

The Company incurs costs that are directly attributable to obtaining a contract, for example, commission fees, broker fees, and referral fees. Under ASC 606, costs that are directly associated with obtaining a contract are to be capitalized and recognized over the term of the agreement. Capitalized costs are included in deferred expenses on the accompanying balance sheet. As such, direct franchise license costs are recognized over the franchise and renewal term, which is the performance obligation, and is typically the franchise agreement's term. If a customer is terminated, the remaining deferred expense will be recognized to expenses.

Deferred revenue consists of the remaining initial franchise fees to be amortized over the life of the franchise agreements. Deferred revenue is a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed.

I. Advertising and Marketing

Advertising and marketing costs are charged to operations in the year incurred.

J. Recent Accounting Pronouncements

FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2022. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements and determined that it doesn't have any lease that meet the requirement to recognize a right-of-use asset and liability because the Company doesn't have any long-term leases.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments. ASU 2016-13, along with subsequent clarifications and improvements (collectively, ASC 326), replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends and aging behavior of receivables, among others. ASC 326 is effective for the Company beginning January 1, 2023. There was no material impact on the Company's financial statements as a result of the implementation of this standard.

3. CASH AND CASH EQUIVALENTS

The Company maintains its cash balance in U.S. noninterest-bearing transaction accounts which are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. On December 31, 2024, the Company's cash balance didn't exceed the FDIC insurance limits.

The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents. As of December 31, 2024, the Company had approximately $5 in cash in its bank accounts.

The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash.

4. ACCOUNTS RECEIVABLE

As of December 31, 2024 the balance accounts receivable consisted of the following:

	2024
Royalty receivable	$ 51,060

5. RELATED PARTY TRANSACTIONS

As of December 31, 2024, the Company had outstanding receivables totaling $24,970 from its affiliates. These balances arose from intercompany funding transactions conducted in the ordinary course of business.

As of December 31, 2024, the Company had outstanding payables of $2,210 due to its affiliates. These amounts represent expenses paid on behalf of the Company and are reflected in the accompanying balance sheets.

6. PROPERTY AND EQUIPMENT

Property and equipment as of December 31, 2024 consist of the following:

	2024
Computer equipment	$ 1,396
Total Cost	**1,396**
Accumulated Depreciation	(558)
Net Book Value	**$ 838**

Depreciation expenses for the year ended December 31, 2024 were $279.

7. REVENUE FROM CONTRACTS WITH CUSTOMERS

Disaggregation of Revenue

Information regarding revenues disaggregated by the timing of when goods and services are transferred consists of the following for the year ended December 31:

	2024
Revenue recognized over time	$ 95,566
Revenue recognized at a point in time	655,332
Total Revenue	**$ 750,898**

The following table provides information about the change in the franchise contract liability balances during the year ended December 31, 2024. Franchise contract liability is included in deferred revenue on the accompanying balance sheet.

	2024
Beginning balance	$ 235,683
Additional deferred revenue	25,000
Revenue recognized – additional deferred revenue	(95,566)
Deferred revenue	**165,117**
Less: current maturities	(95,983)
Deferred revenue, net of current maturities	**$ 69,134**

8. ADVERTISING EXPENSES

Advertising costs for the year ended December 31, 2024, were $117,770. These costs were expensed as incurred.

9. LIQUIDITY

As shown in the accompanying financial statements, the Company has a low liquidity level in comparison to its short-term obligation. The future of the Company is dependent upon its ability to obtain financing from its members and upon future profitable operations. The financial statements do not include any adjustments related to the recoverability and classification of recorded assets, or the amounts of and classification of liabilities that might be necessary in the event the Company cannot continue in existence. Management's plans in connection with such concerns include implementing operations modification to increase franchise sales. The Company's members are also capable and willing of contributing more funds if needed. The Company's members have guaranteed the ongoing operation of the Company for the next twelve months.

10. SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 28, 2025, which is the date the financial statements were available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statements.

TWINKLE TOES NANNY FRANCHISE SYSTEM, LLC

Financial Statements
and
Independent Auditor's Report

For the Years Ended December 31, 2023, 2022, and 2021

Twinkle Toes Nanny Franchise System, LLC

Contents

Independent Auditor's Report

The Member
Twinkle Toes Nanny Franchise System, LLC
Gainesville, Florida

Opinion

We have audited the accompanying financial statements of Twinkle Toes Nanny Franchise System, LLC, which comprise the balance sheet as of December 31, 2023, and the related statements of income, changes in member's deficit, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the 2023 financial statements referred to above present fairly, in all material respects, the financial position of Twinkle Toes Nanny Franchise System, LLC as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Prior Period Financial Statements

The financial statements of Twinkle Toes Nanny Franchise System, LLC as of December 31, 2022 and 2021 were audited by other auditors whose report, dated May 24, 2023, expressed an unmodified opinion on those statements.

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 Twinkle Toes Nanny Franchise System, LLC's ability to continue as a going concern for one year after the date 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 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 Twinkle Toes Nanny Franchise System, LLC's internal control. Accordingly, no such opinion is expressed.

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

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Twinkle Toes Nanny Franchise System, LLC's ability to continue as a going concern for a reasonable period of time.

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

Hancock Askew & Co., LLP

Tampa, Florida
April 23, 2024

Twinkle Toes Nanny Franchise System, LLC

Balance Sheets

December 31,	**2023**	2022	2021
ASSETS			
Current assets			
Cash and cash equivalents	**$ 1,222**	$ 67,461	$ 101,516
Accounts receivable	**49,577**	35,323	15,912
Note receivable, current	**21,745**	23,318	-
Equipment, net	**1,117**	-	-
Prepaid insurance	**8,148**	8,441	7,321
Total current assets	**81,809**	134,543	124,749
Other assets			
Note receivable, net of current portion	**-**	13,209	-
Due from affiliate	**-**	142,686	59,040
Total assets	**$ 81,809**	$ 290,438	$ 183,789
LIABILITIES AND MEMBER'S DEFICIT			
Current liabilities			
Accounts payable and accrued expenses	**$ 23,536**	$ 17,815	$ -
Deferred revenue, current	**90,983**	96,967	71,633
Total current liabilities	**114,519**	114,782	71,633
Long-term liabilities			
Due to affiliate	**-**	3,709	-
Deferred revenue, net of current portion	**144,700**	246,083	169,883
Total liabilities	**259,219**	364,574	241,516
Member's deficit	**(177,410)**	(74,136)	(57,727)
Total liabilities and member's deficit	**$ 81,809**	**$** 290,438	$ 183,789

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

Twinkle Toes Nanny Franchise System, LLC

Statements of Income

For the years ended December 31,	**2023**	2022	2021
Revenue			
Royalty revenue	**$ 496,092**	$ 327,312	$ 150,747
Franchise fee revenue	**180,367**	93,155	55,386
Other revenue	**5,942**	5,867	-
Total revenue	**682,401**	426,334	206,133
Operating expenses			
Payroll expenses	**232,980**	114,461	31,407
Advertising	**91,953**	106,079	34,413
Web services	**75,480**	144	-
Legal and professional fees	**50,769**	61,358	29,184
Miscellaneous expense	**44,603**	12,261	3,826
Travel and entertainment	**32,124**	6,377	33,882
Office supplies	**31,039**	11,296	7,615
Office expense	**21,517**	-	-
Insurance expense	**12,557**	10,134	2,687
Depreciation expense	**279**	-	-
Total operating expenses	**593,301**	322,110	143,014
Income from operations	**89,100**	104,224	63,119
Other income (expense)			
Interest income	**3,218**	-	-
Interest expense	**(57)**	(15)	-
Total other income (expense), net	**3,161**	(15)	-
Net income	**$ 92,261**	$ 104,209	$ 63,119

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

Twinkle Toes Nanny Franchise System, LLC

Statements of Changes in Member's Deficit

For the years ended December 31, 2023, 2022, and 2021

Balance - January 1, 2021	$	(48,357)
Net income		63,119
Distributions		(72,489)
Balance - December 31, 2021		(57,727)
Net income		104,209
Distributions		(120,618)
Balance - December 31, 2022		(74,136)
Net income		**92,261**
Contributions		**53,857**
Distributions		**(249,392)**
Balance - December 31, 2023	**$**	**(177,410)**

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

Twinkle Toes Nanny Franchise System, LLC

Statements of Cash Flows

For the Years ended December 31,		**2023**		2022		2021
Operating activities						
Net income	**$**	**92,261**	$	104,209	$	63,119
Adjustments to reconcile net income to net cash provided by (used in) operating activities						
Depreciation expense		**279**		-		-
Changes in operating assets and liabilities						
Accounts receivable		**(14,254)**		(19,411)		13,207
Prepaid insurance		**293**		(1,120)		(7,321)
Accounts payable and accrued expenses		**5,721**		17,815		(2,092)
Deferred revenue		**(107,367)**		101,534		91,200
Net cash provided by (used in) operating activities		**(23,067)**		203,027		158,113
Investing activities						
Purchase of equipment		**(1,396)**		-		-
Advances of note receivable		**-**		(50,000)		-
Payments received on note receivable		**14,782**		13,473		-
Payments from (advances to) affiliates, net		**(57,354)**		(79,937)		(25,729)
Net cash used in investing activities		**(43,968)**		(116,464)		(25,729)
Financing activities						
Contributions from member		**33,218**		-		-
Distributions to member		**(32,422)**		(120,618)		(72,489)
Net cash provided by (used in) financing activities		**796**		(120,618)		(72,489)
Net increase (decrease) in cash		**(66,239)**		(34,055)		59,895
Cash and cash equivalents, beginning of year		**67,461**		101,516		41,621
Cash and cash equivalents, end of year	**$**	**1,222**	$	67,461	$	101,516
Supplemental schedule of non-cash investing and financing activities						
Contributions for due to affiliate	**$**	**(20,639)**	$	-	$	-
Distribution for due from affiliate		**216,970**	$	-	$	-

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

1. Summary of Significant Accounting Policies

Background and Description of Business

Twinkle Toes Nanny Franchise System, LLC (the Company), was formed in the state of Florida in July 2016. The principal purpose of the Company is to offer and sell franchises to assist families in finding quality care for their children.

There were 21, 19, and 15 franchised outlets as of December 31, 2023, 2022, and 2021, respectively.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP).

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Concentration of Credit Risk

The Company maintains cash balances at a financial institution, which at various times during the year may exceed the threshold for insurance provided by the Federal Deposit Insurance Corporation (FDIC). Accounts at each institution are insured by the FDIC up to $250,000. The Company believes it is not exposed to any significant credit risk on cash.

Revenue Recognition

The Company generates revenue from the sale of franchise licenses under various agreements. The initial franchise fee is due at signing and is earned based on the recognition of specific performance obligations. The Company generates revenue from royalty fees which are recognized when earned. From time to time the Company may charge various other fees as outlined in the Franchise Disclosure Document.

Franchise Fees

The Company requires the entire nonrefundable initial franchise fee to be paid upon execution of a franchise agreement, which typically has an initial term of five years. Initial franchise fees are recognized ratably on a straight-line basis over the term of the franchise agreement commencing upon signing of the franchise agreement. The Company typically does not provide financing to franchisees and offers no guarantees on their behalf. The services provided by the Company are highly interrelated with the franchise license and as such are considered to represent a single performance obligation.

1. Summary of Significant Accounting Policies (cont.)

Royalties

The Company collects royalties, as stipulated in the franchise agreement, currently equal to 3% of gross sales. Royalties are calculated as a percentage of monthly sales. The royalties are related entirely to the Company's performance obligation under the franchise agreement and are recognized as monthly franchisee store level sales occur. Royalties are collected monthly.

Deferred Revenue

Deferred revenue represents franchise fees received that have not been fully earned and will be recognized in future periods. Deferred revenues are considered contract liabilities. The balance at January 1, 2021 was $150,316.

Accounts Receivable

Trade accounts are periodically evaluated for collectability based on past credit history and current financial condition. Trade credit will be generally extended to franchisees on a short- term basis; thus trade receivables do not bear interest. Accounts receivable are considered contract assets. The balance at January 1, 2021 was $29,119.

The Company uses the allowance method to establish an adequate reserve to cover anticipated uncollectible accounts receivable. Recoveries are credited to the allowance. The Company estimates an allowance for credit losses as a percentage based on various factors, including historical experience, current economic conditions and future expected credit losses and collectability trends. Accounts are written-off as uncollectible when the Company determines that collection is unlikely. There was no allowance for credit losses recorded as of December 31, 2023, 2022, and 2021.

Advertising Costs

Advertising costs are expensed as incurred. The Company incurred $91,953, $106,079, and $34,413 for the years ended December 31, 2023, 2022 and 2021, respectively.

Income Taxes

The Company has elected under the Internal Revenue Code to be an S corporation. Under an S corporation election, the income of the Company flows through to the Shareholders to be taxed at the individual level rather than the corporate level. Therefore, no provision or liability for income taxes has been included in the financial statements. As of December 31, 2023, no uncertain tax positions existed.

Limited Liability Company

Since the Company is a limited liability company, no Member, manager, agent, or employee of the Company shall be personally liable for the debts, obligations, or liabilities of the Company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, director, manager, agent, or employee of the Company, unless the individual has signed a specific personal guarantee.

As a limited liability Company, the member's liability is limited to amounts reflected in their respective member equity accounts.

1. Summary of Significant Accounting Policies (cont.)

Recently Adopted Accounting Pronouncements

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-13 (Topic 326) which significantly changes the impairment model for most financial assets that are measured at amortized cost and certain other instruments from an incurred loss model to an expected loss model which will be based on an estimate of current expected credit loss (CECL); and provides targeted improvements on evaluating impairment and recording credit losses on receivables through an allowance account. The standard also requires incremental disclosures. On January 1, 2023, the Company adopted the guidance prospectively. There was no material impact on retained earnings upon adoption.

Reclassifications

Certain reclassifications have been made to the 2022 and 2021 financial statements in order to conform them to the 2023 presentation. These reclassifications have no impact to net income or member's deficit.

2. Notes Receivable

From time to time, the Company lends funds to franchisees. These notes include interest up to 7.5%. The balance of the notes receivable at December 31, 2023 and 2022 was $21,745 and $36,527, respectively. The outstanding balance of the note is expected to be repaid in full in 2024. There was no outstanding note receivable balance at December 31, 2021.

3. Related Party Transactions

The Company shares certain office space with a related entity. There is no formal agreement for the leasing of the office space.

During 2023, 2022, and 2021, the Company incurred costs of $75,480, $479,294 and $25,729, respectively, to develop software. During 2021, the Member made the decision to create an affiliate of the Company to own this software. During 2022 and 2021, these costs incurred are classified as due from affiliate in the accompanying balance sheet and have no specific repayment terms. In 2023, management determined the due to affiliate and due from affiliate balances were not expected to be repaid between the related parties and treated the balances as contributions and distributions through member's equity.

Two locations were owned by the member of the Company which converted to franchises during 2022, and as such are included in total franchised outlets at December 31, 2022. These franchises paid the Company approximately $93,100 during 2022 which is included in royalty revenue in the accompanying statements of income.

4. Subsequent Events

Management has evaluated subsequent events that have occurred after December 31, 2023 (the financial statement date) through April 23, 2024, the date at which the financial statements were available for issue and does not believe that there are any subsequent events that require adjustment or disclosure in the accompanying financial statements.

EXHIBIT I

TABLE OF CONTENTS OF OPERATIONS MANUAL

TWINKLE TOES

NANNY AGENCY

STANDARD OPERATING PROCEDURES: BRANCH OPERATIONS

Table of Contents

Twinkletoesnanny.com

User Manual

Table of Contents

Table of Contents

EXHIBIT J
STATE EFFECTIVE DATES

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

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

State	Effective Date
Maryland	Pending
Virginia	Pending

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
RECEIPT

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

If Twinkle Toes Nanny Agency Franchise System, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 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 we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit B.

The franchisor is Twinkle Toes Nanny Agency Franchise System, LLC located at 9145 SW 49th Place, Gainesville, FL 32608. Its telephone number is (352) 682-8405.

Issuance Date: April 29, 2025

The franchise seller for this offering is:

X	Kristy Bickmeyer, 9145 SW 49th Place, Gainesville, FL 32608; (352) 682-8405

We authorize the respective state agencies identified in Exhibit B to receive service of process for us in the particular state.

I have received a disclosure document dated April 29, 2025 that included the following Exhibits:

A. State Addenda to the Disclosure Document
B. List of State Administrators and Registered Agents
C. Franchise Agreement
  - Schedule 1-Territory
  - Schedule 2-CompanionPay Authorization
  - Schedule 3-Telephone Number & Internet Assignment Agreement
  - Schedule 4- Franchisee Disclosure Acknowledgment

Schedule 5- State Addenda to the Franchise Agreement
D. Promissory Notes
E. Release
F. List of Current Franchisees
G. List of Former Franchisees
H. Financial Statements
I. Table of Contents of Operations Manual
J. State Effective Dates
K. Receipts

PROSPECTIVE FRANCHISEE:

____
Date you received this Disclosure Document

If an individual:

____
Signature

____
Printed Name

____
Address

____

____
(Telephone number)

If a business entity:

____
Name of Business Entity

By: ______________________________
Signature

____
Printed Name/Title

____
Address

____

____
(Telephone number)

Please sign, date, and retain this copy for your records.

RECEIPT

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H. Financial Statements
I. Table of Contents of Operations Manual
J. State Effective Dates
K. Receipts

PROSPECTIVE FRANCHISEE:

____
Date you received this Disclosure Document

If an individual:

____
Signature

____
Printed Name

____
Address

____

______________________________ **(Telephone number)**

If a business entity:

____
Name of Business Entity

By: ______________________________
Signature

____
Printed Name/Title

____
Address

____

______________________________ **(Telephone number)**

Please sign, date, and return this copy to us.