WILD ROOTS

HOLISTIC LEARNING CENTER

FRANCHISE DISCLOSURE DOCUMENT

WILD ROOTS FRANCHISING LLC

FRANCHISE DISCLOSURE DOCUMENT

	Wild Roots Franchising LLC a California limited liability company 27655 Jefferson Avenue Temecula, California 92590 (951) 491-3049 info@wildrootsfranchise.com www.wildrootsfranchise.com

As a Wild Roots® Holistic Learning Center franchisee, you will operate an early childhood learning school.

The total investment necessary to begin operation of a Wild Roots® franchised business is $232,500 to $811,000. This includes $70,000 to $84,000 that must be paid to the franchisor or its affiliates.

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 to you. To discuss the availability of disclosures in different formats, contact Brittany Ponce at Wild Roots Franchising LLC, 27655 Jefferson Avenue, Temecula, California 92590, (951) 491-3049, or info@wildrootsfranchise.com.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

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

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

Issuance Date: April 19, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit "C."
How much will I need to invest?	Items 5 and 6 list fees that 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 "B" 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 Wild Roots® 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 Wild Roots® franchisee?	Item 20 or Exhibit "C" 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 "D."

Your state may also 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 California. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.

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

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

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.

TABLE OF CONTENTS

ITEM NO. PAGE NO.

FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor

The name of the franchisor is Wild Roots Franchising LLC In this disclosure document Wild Roots Franchising LLC is referred to as "we" or "us" or "our" or Wild Roots"; "franchisee," "you" or "yours" means the person or persons, individually and collectively, who buys the franchise from us and includes the current and future owners of a franchisee that is a corporation, partnership or other entity.

Our limited liability company was organized on April 19, 2022, in the State of California under the name Wild Roots Franchising LLC. Our principal place of business is 27655 Jefferson Avenue, Temecula, California 92590.

Our agents for service of process in various states are disclosed in Exhibit "D."

Franchisor Business Activities

In addition to franchising the Wild Roots® brand, we offer a curriculum license to current open and operating early childhood learning centers, allowing these schools to use the Wild Roots curriculum. We do not do business under any name other than Wild Roots Franchising LLC or Wild Roots®. As of the date of this disclosure document, we have not offered for sale or sold franchises in any other line of business; however, we do offer a curriculum license for existing early education centers to purchase only our curriculum but without the right to operate as a Wild Roots®. We began offering and selling Wild Roots® franchises in November 2022.

Parent, Affiliate, and/or Predecessor Business Activities Involving Wild Roots®

Our affiliate, Wild Roots Holistic Learning Center, Inc., was incorporated on July 2, 2015, in the state of California. Its principal place of business is 27655 Jefferson Avenue, Temecula, California 92590. Wild Roots Holistic Learning Center, Inc. operates a Wild Roots school substantially similar to the franchise system in Temecula, California. Wild Roots Holistic Learning Center, Inc. also provides the early childhood education curriculum and access to it for franchisees along with access to the operations manual, training at its corporate location, ongoing support, marketing guidance and site selection demographic mapping.

Our affiliate, Wild Roots Nannies Inc., was incorporated on September 16, 2021, in the state of California. Its principal place of business is 27655 Jefferson Avenue, Temecula, California 92590. This affiliate offers nanny placement services. Wild Roots Nannies Inc. provides franchisees with access to its operation manual, virtual training for up to 2 days and access to its library database and marketing materials.

We have no other affiliates, parents or predecessors required to be disclosed in this Item.

Franchise Offered

We license and train others to operate Wild Roots® Holistic Learning Centers and includes an early childhood education center. You are required to have a minimum of five classrooms plus an art studio as part of your franchise business. At our discretion, after one year of operations, you may purchase nanny placement service add-on, and after two years of operations you may purchase the elementary school service add-on. As a Wild Roots® early childhood education center, you will provide an early childhood learning school focusing on serving children between ages 2 to 6 years old. The grant of a franchise authorizes you to engage in our complete system under the name Wild Roots® and other proprietary marks.

You are required to purchase specific materials, supplies, and equipment and to strictly follow our standards, methods, policies and procedures in the operation of your franchise business that are described in more detail in our franchise agreement attached as Exhibit "A" to this disclosure document.

General Description of Market and Competition

The general market for early childhood school services is well-developed and competitive. You will typically compete with other established daycares, other private preschools, elementary age schools (whether public or private), and other nannying, babysitting, and childcare services provider businesses. There are many of these competitors from large national chains to small independent operators. You may also encounter competition from other Wild Roots® franchises operated by us or other franchisees outside your territory. This business may be operated year-round but may be slower in the summer months.

Laws and Regulations

You are required to follow all laws and regulations that apply to business generally. In addition, you are required to comply with all laws and regulations governing early childhood education providers, private schools and preschools, childcare placement or referral businesses, privacy laws, including any applicable regulations as it relates to the Federal Family Educational Rights and Privacy Act (FERPA), any applicable state licensed educators requirements, ethics laws and rules, and educational facility licensing requirements, Title II of the Civil Rights Act of 1991 as to accommodations and non-discrimination of individuals in public facilities based on race, color, religion, national origin and disability and any other applicable federal or state law as it relates to the same, including gender, or any other recognized protected class in an educational, public or employment setting; health, sanitation, safety and environmental laws that apply to the preparation, handling, storage and service of food.

Each state has laws and/or regulations which are specific to the childcare industry and to education. The name of each agency varies from state to state, but in California it is the Community Care Licensing Division of the State Department of Social Services. These state laws and/or regulations may include licensing requirements; "star" ratings or a point system to designate the quality of the facility; having the director or owner be certified in early child education and/or as a teacher; specified minimum indoor and outdoor physical facilities and equipment; personnel screening obligations involving background checks and criminal records checks; personnel credentials, age restrictions and training requirements; obligations to report evidence of child abuse and neglect; food service requirements; requirements that structures provide shade; a prohibition on advertising before the operator is licensed or the business opens; and record keeping. You must investigate, keep informed of and comply with these laws as well as other federal, state and local laws regulating childcare and education in the operation and construction of your Wild Roots® early childhood education center. Each jurisdiction also will make the final determination of a School's license/enrollment capacity.

You must investigate local zoning rules because they may limit where you can locate your franchise business and may affect the design features including the building façade and signs. In many jurisdictions, you will also be required to obtain a sign permit. You should also be aware of federal, state, and local environmental laws about the disposal of waste materials and packaging. Some jurisdictions have passed laws that require businesses to pay their employees a higher minimum wage than what is required under federal law, which laws may disproportionately affect franchised businesses.

At your cost and expense, you must investigate and ensure that you comply with all payment card industry ("PCI") and data security standard ("DSS") standards, regulations, and requirements. You are not permitted to collect, store, transfer, etc., any unnecessary customer information. Additional information can be found at https://www.pcisecuritystandards.org/."

The details of state, county and local laws and regulations vary from place to place. Please be aware that the changes in these laws may increase the cost of operating your business.

ITEM 2
BUSINESS EXPERIENCE

Member: Brittany Ponce

Brittany Ponce has been Member of Wild Roots Franchising LLC since its inception in April 2022. Since July 2015 through the present, Ms. Ponce has been Director, President, and Secretary of Wild Roots Holistic Learning Center, Inc. which operates a Wild Roots preschool and a Wild Roots elementary school in Temecula, California; from March 2013 to July 2015, this preschool previously operated from the same location through Wild Roots Preschool and Childcare Center, LLC that has since dissolved. Since September 2021 through the present, Ms. Ponce has been Director, President, and Secretary of Wild Roots Nannies Inc. which operates a nannying and babysitting placement business in and around Temecula, California.

Franchise Director: Rachel Ibon-Amaya

Rachel Ibon-Amaya has been Franchise Director of Wild Roots Franchising LLC since January 2023. Since April 2018 through the present, Ms. Ibon-Amaya has held various positions with and is currently the Director of Operations for the Wild Roots franchise program at Wild Roots Holistic Learning Center, Inc. which operates a Wild Roots preschool and a Wild Roots elementary school in Temecula, California. From September 2012 through March 2018, Ms. Ibon-Amaya was a Program Assistant at the MCCS Camp Pendleton Child & Youth Programs in Oceanside, California.

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

Initial Franchise Fee

On the signing of the franchise agreement, all franchisees pay an initial franchise fee of $50,000 for the purchase of a Wild Roots® Holistic Learning Center as an early childhood education center.

Additional Franchise Purchases

After your first full year of operations, and during the remaining term of your franchise, you may purchase the right to open an additional Wild Roots® Holistic Learning Center by paying an initial franchise fee that is reduced by 20% from our then-current initial franchise fee, and you must sign the then-current franchise agreement. This option will only be available to you if there are franchise territories available, you meet our then-current criteria for new franchisees, you are current and not in default of your franchise agreement, and, in our sole discretion, we determine to sell you another franchise.

After your first full year of operations, and during the remaining term of your franchise, you may purchase a Wild Roots® Nannies program and offer nanny placement services for an additional franchise fee of $15,000, and you will be required to sign our then-current agreement for nanny placement services. This option will only be available to you if you meet our then-current criteria for adding nanny placement services, you are current and not in default of your franchise agreement, and, in our sole discretion, we determine to sell you the add-on nanny placement service.

After your second full year of operations, and during the remaining term of your franchise, you may purchase a Wild Roots® elementary school as an add-on to the early childhood education center, but not as a standalone school, for an additional franchise fee of $15,000, and you will be required to sign our then-current agreement for adding elementary school services and curriculum as part of your existing education center. This option will only be available to you if you meet our then-current criteria for adding elementary school curriculum and services, you are current and not in default of your franchise agreement, and, in our sole discretion, we determine to sell you the elementary school add-on.

Initial Training

There is no training fee for up to 3 attendees to attend initial training. If we agree, we may train up to 3 additional trainees for a fee of $100 per trainee per day. Trainees who do not pass our initial training program may retake the initial training program for a fee equal to our then-current rate for replacement training which is currently $750 per trainee per day. You must cover the travel, food, and lodging costs as well as compensation for your attendees.

Required Purchases from the Franchisor or an Affiliate

You must pay us a grand opening marketing fee of $20,000 which is due at least three months prior to your scheduled opening. We will use this amount on local advertising and marketing, to promote the opening of your franchise business, and to develop an opening marketing plan on your behalf. If you purchase any add-on service, you will be required to pay us an additional grand opening marketing fee of $10,000 per add-on service purchased.

Optional Purchases from the Franchisor or an Affiliate

You may request and we may, in our sole discretion, agree to provide certain assistance to you with the set-up and organization of your classroom(s)' materials (*e.g.* books, supplies, and other materials) after you have completed construction of the premises and installation of your equipment. If we elect to provide any of the assistance you have requested, you will pay us $3,000 per classroom with a minimum setup fee of $9,000 (you must request a minimum of three classrooms for us to agree to assist with setup) for two days with two of our representatives to provide this assistance. For larger classrooms that take longer than two days to set up, there will be an additional $1,500 daily fee, per classroom. Once we have agreed to assist with classroom setup, you will be required to pay the full set-up fee, based on the total number of classrooms with an anticipated 2-day set-up. The fee is due prior to our providing any setup assistance. Additional fees, if any, must be paid upon completion of providing these services. You are solely responsible for having all furniture assembled prior to our arrival. Furniture assembly is not part of the set-up fee or classroom assistance. Regardless of us offering set-up and organization assistance to you, you are solely responsible for purchasing all classroom materials, furniture, and equipment required for use in your franchise business.

Uniformity and Refunds

These costs and fees are uniform and are non-refundable for all franchisees.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty[1]	7% of gross sales	Payable weekly to be received by Sunday of each week	Gross sales include all revenue from the franchise business, but do not include sales tax. We reserve the right to require royalties to be paid in accordance with our electronic funds transfer or automatic withdrawal program as developed.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Brand Fund Fee[1,2]	Up to 3% of gross sales; currently 2% of gross sales	Payable weekly to be received by Sunday of each week	See Note 2 below.
Advertising Cooperative[1]	None currently	Payable in accordance with the advertising cooperative's governing documents	If we form a local advertising co-op in your area, any marketing expenditure you make through the co-op is credited towards fulfilling your local advertising obligation.
Successor Franchise Fee[1]	$5,000	Prior to your entering into a successor franchise agreement	A successor franchise agreement is available to you only if you meet each of the requirements described in the franchise agreement at the time of your timely election to enter into a successor agreement.
Lease Renewal Fee[1,5]	Reimburse our costs.	As incurred	We must approve your lease prior to any renewal being signed by you and your landlord.
Unauthorized Product or Service Fee[1]	$250 per violation	As incurred	Imposed for unauthorized use of our trademarks on any product or service.
Relocation Opening Assistance[1,5]	Our then-current fee for additional in-person assistance; currently $750 per person, per day	Prior to reopening in new approved location	In addition to the fee, you must pay all travel, lodging, food, and other expenses for our representatives
Relocation Fee[1]	25% of the then-current initial franchise fee	One-half is due upon approval to look for a relocation site, remaining one-half is due upon our approval of the relocation site.	If you wish to relocate your business and we agree, you must pay this fee to us in order to defray our costs.
Late Charges[1,5]	The greater of $200 or the amount stated in the operations manual	Payable with royalty or on demand	Charges begin to accrue after the due date of any required payment or report.
Interest on Late Fees and Reports[1]	2% per annum	Payable with royalty or on demand	Interest begins to accrue on the total amount (fee plus any late charge) after the due date of any required payment or report.
Non-Sufficient Fund Fees[1,5]	$50 per bounced check or insufficient or disputed draft	Payable with royalty or on demand	If this fee is higher than what is allowed under state law, the fee will be reduced to the maximum allowed by state law (see state specific addendum).
Sales or Use Tax[1]	Sum equal to tax imposed, plus 10% administrative fee	Upon demand	If a sales, use, or value added tax is assessed on fees you pay to us, you must also pay us the applicable tax when invoiced.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Audit Charge[1]	Cost of audit	On billing	Payable only if an audit shows an understatement of 2% or more of gross sales for the period audited, or records are unorganized or unavailable.
System Non-Compliance Fines and Charges[1,4,5]	$400 per violation	As incurred	See Note 4.
Website and Social Media Fee[1,5]	Currently no fee	As incurred	We may charge a fee to maintain information about your franchise business.
Replacement Training[1,5]	$750 per day for additional training	Before training	Any new operating principal or center directors must complete the initial training program within 14 days before taking over as operating principal or center director. You must pay all associated travel, food, and lodging associated with such training.
Ongoing Refresher Training[1,5]	$750 per person, per day	As incurred	We may require you each year to participate in up to 10 days of training to review your operation's performance. You must pay all associated travel, food, and lodging associated with training.
Additional In-Person Operational Assistance[1,5]	$750 per day, per person	In advance of training or assistance	Depending on advanced notice and our availability, you may request additional in-person training or assistance. We may also require this training if we determine in our sole discretion, that your franchise business is operating below required standards. We reserve the right to limit additional operational assistance or training. In addition to the fee, you must pay all travel, lodging, food, and other expenses for our representatives if held at your business, or your attendees if held at our headquarters or training facility during this additional training or assistance.
Add-On Service Training[1,5]	$750 per person/per day	In advance of training or assistance	If you purchase any optional add-on service, you must pay to attend our training related to the add-on service. There is no opening assistance provided for starting any add-on service You must pay all associated travel, food, and lodging associated with such training.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Rescheduling Fee[1]	Reimbursement of our costs to reschedule	As incurred, on demand	If you postpone or reschedule a training within 3 weeks of the scheduled date, or if you fail to complete certain requirements prior to a training.
Insurance Reimbursement Fee[1]	Reimbursement of premium amount, plus 15% service charge	Upon demand	You are required to hold and maintain your own insurance, but if you fail to do so, we have the right to obtain insurance on your behalf.
PCI and DSS Audit Reimbursement Fee[1]	Costs of the audit	Upon demand	You must reimburse us all costs related to an audit for your non-compliance with PCI and DSS requirements.
Technology Fee[1,5]	Currently $50	Weekly, on Sunday	This fee covers 15 email addresses and additional accounts or change in vendors may change the amount due.
Compliance Re-inspection Fee[1]	Our costs	As incurred	Payable if you fail any inspection and we determine a need to conduct a re-inspection for compliance. You will be responsible to cover our travel, food, and lodging costs associated with our reinspection
Customer Servicing Fee[1,5]	Currently $300, plus reimbursement of all actual costs incurred by us	As incurred	This fee is to pay the cost incurred by us in servicing and satisfying your customer.
Interim Management Fee[1]	10% of gross sales for the duration of the management; plus, reimbursement of all actual expenses	Time of service	Payable if we elect to operate your business during your unapproved closing, unapproved absence, incapacity, death, or after you have been given a notice of default and failed to cure. You must also pay all travel, lodging, food, and other expenses for our representative(s) and other expenses that may be incurred by us to perform such services, plus royalties, advertising fees, and other applicable fees. The interim management period will not last more than 6 months unless otherwise agreed between us.
Mystery Shopper Service Fee[1]	Actual costs of the mystery shop	As incurred	You must reimburse us the actual cost of third-party mystery shopping services, or we may require you pay the third-party directly.
Quality Assurance Inspections[1]	Actual costs of the inspection.	As incurred	You must reimburse us the actual cost of quality assurance inspection undertaken at your location.
Supplier Evaluation Fee[1]	Our expenses, at cost	Due within 30 days of evaluation	Payable if you want to have unapproved suppliers evaluated for our approval.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Additional Copies of Marketing Materials[1]	Our costs, plus 10%, and the costs for shipping and handling	Time of delivery	We may develop and provide you samples of marketing and promotional materials.
Fees on Default[1]	Our costs associated with your default	On demand, as incurred	Paid in addition to other payments to us.
Post-Termination Fees[1]	Actual costs	As incurred	You will be responsible to pay us all post-termination expenses, including attorney's fees and costs to enforce your post-term obligations.
Early Termination Liquidated Damages[1,4]	Average weekly royalty and brand fund contributions due from the previous 52 weeks multiplied by the lesser of 24 months or the remaining term of your franchise agreement, whichever is less.	As incurred	Payable if your franchise agreement is terminated prior to the expiration of the term. This is only to compensate for lost royalties and is not our only remedy.
Referral Fee[1]	$35,000	At or prior to closing	At your request, we may in our discretion refer to you potential buyers of your franchise business. If we refer to you the buyer of your franchise business or the assets of your franchise business, or an ownership interest in the franchise business, you must pay us a referral fee regardless of whether the buyer is an existing Wild Roots franchisee or not.
Transfer Deposit Fee[1]	$5,000	At the time you submit your transfer request	This fee is applied to the final transfer fee if the transfer is approved, and is non-refundable whether the transfer is approved or not.
Franchise Agreement Transfer Fee[1]	Three-fourths of the then-current initial franchise fee	Due upon approval of the transfer	Payable when you sell your franchise and prior to our signing any approval or new agreement. Owners who own at least 25% of the franchise must personally guarantee the franchise agreement for us to approve the transfer. Subject to state law.
Franchise Agreement Transfer to an Existing Wild Roots Franchisee Fee in Good Standing[1]	One fourth of the then-current initial franchise fee	Due upon approval of the transfer	Payable when you sell your franchise and prior to our signing any approval or new agreement. Owners who own at least 25% of the franchise must personally guarantee the franchise agreement for us to approve the transfer. Subject to state law.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Minority Interest Transfer Fee[1]	$1,500	At time of transfer approval	This fee applies to transfers of up to 40% of your franchisee entity - cumulative during the term of the franchise agreement. Transferees owning at least 25% of the franchise must personally guarantee the franchise agreement for us to approve the transfer. Subject to state law.
Transfer for Convenience[1]	Our legal fees and administrative costs related to the transfer	At time of transfer approval	For transfers from individuals to an entity or one entity to another where the ownership structure and percentages do not change.
Transfer Training Fee[1, 5]	Our then-current fee for additional in-person assistance; currently $750 per person, per day	At time of approved transfer	The transferee must pay this initial training fee to have us train the transferee. You must pay all associated travel, food, and lodging associated with training.
Post Termination Non-Compliance Fee[1]	Our damages and costs	As incurred or on demand	
Indemnification[1,3]	Our damages and costs	As incurred or on demand	See Note 3 below.
Dispute Resolution Fees[1]	Our legal fees and costs if we prevail	As incurred or on demand	You are required to pay half of the mediation and/or arbitration fees. Additionally, the prevailing party will be entitled to reimbursement of its legal fees and expenses.

NOTES

[1] Royalty and Fees. Except as shown in the remarks column, all fees are uniformly imposed and payable to us. All fees payable to us or an affiliate are non-refundable. You should verify with third-party payees whether such payments, deposits, or fees are refundable or not.

We have the right to require you to establish a bank sweep, draft or other similar type of electronic funds transfer ("EFT") account in which you must deposit the gross sales of your outlet (not including local sales & use taxes) which account we may automatically access for any payment due us. You must pay all service charges and fees charged to you by your bank so that we may electronically debit your bank account. You cannot close or terminate any EFT account without receiving our prior written consent. If you fail to timely report gross sales, we may sweep an estimated amount of fees due to us. You will be responsible for paying us any amount owing if we underestimate your payment to us, and we will credit you with any overage that we charge. If you enter into an area development agreement or open multiple units, these fees will apply, respectively, to each separate unit.

[2] Brand Fund Fees. The Brand Fund Fee may be used by us for one or more national or regional marketing and brand development programs, as we choose. In addition, you must spend at least 1% of gross sales each calendar quarter to advertise your franchise business locally. We also reserve the right to require you to pay your local marketing requirement to us directly or to a designated or approved supplier. We may increase the required local marketing amount upon 60 days' notice to you. If you fail to spend any required advertising amounts, we have the right to require you to pay those unpaid amounts toward the brand fund fee. These fees are uniformly imposed.

[3] Indemnification. You must indemnify us from damages and costs related to your acts, errors or omissions in the operation of your franchise business or your franchise business generally, and including any allegation that you are our employee, or that we are a joint employer or otherwise responsible for the acts or omissions relating to your employees, and other laws regarding public accommodations for persons with disabilities. You are not required to indemnify us for liability caused by our willful misconduct, gross negligence, strict liability, or fraud.

[4] System Non-Compliance. If you do not correct the violation within the time required by us, we have the right to put you in default. All fines are to be paid in accordance with our electronic funds transfer or automatic withdrawal program. This fee is in addition to any other fee associated with a specific violation.

[5] Fee Increase. For any amounts due by you that are a fixed dollar amount (*e.g.* a fee is $200 per month) or that are calculated in a way that includes a fixed dollar amount (*e.g.* five percent of gross sales between $5,000 and $50,000 is the amount due by you), we may adjust these dollar amounts each year during the term of the franchise agreement proportionately by the amount of the increase in the Consumer Price Index, effective upon notice to you. Costs charged by third parties are subject to change at any time and do not have an annual cap.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee[1]	$50,000	Lump sum	Upon signing the franchise agreement	Us
Optional Classroom Set-Up Fee[2]	$0 to $9,000	Lump sum	Due upon your notification to us to have us provide these services	Us
Travel, lodging, food, and other expenses while training[3]	$1,000 - $10,000	As incurred	Prior to and during training	Airlines, hotels and restaurants
Design and Architect Fee[4]	$5,000 - $10,000	As incurred	Before opening	Designers and architects
Real estate improvements[5]	$25,000 - $300,000	As incurred	As negotiated	Suppliers and contractors
Rent[6] (3 months of rent)	$30,000 - $75,000	As incurred	As negotiated	Landlord
Furniture, fixtures, and décor[7]	$25,000 - $75,000	As incurred	As negotiated	Suppliers
Outdoor Equipment[8]	$10,000 - $40,000	As incurred	As negotiated	Suppliers
Learning materials[9] (inside)	$25,000 - $75,000	As incurred	As negotiated	Suppliers
POS system, computers, tablets, hardware, and software[10]	$5,000 - $10,000	As incurred	As negotiated	Suppliers
Whole school supplies[11]	$500 - $2,000	As incurred	As negotiated	Suppliers

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Signs[12]	$1,000 - $5,000	As incurred	As negotiated	Suppliers
Misc. opening costs[13]	$10,000 - $25,000	As incurred	As incurred	Suppliers, government departments, utilities, etc.
Grand opening marketing[14]	$20,000 - $25,000	Lump sum	As negotiated	Us
Additional funds (3 months)[15]	$25,000 - $100,000	As incurred	As incurred	Suppliers, employees, etc.
Total[16]	$232,500 - $811,000			

NOTES

[1] Initial Franchise Fee. The initial franchise fee is non-refundable, and we do not finance any portion of the fee. This initial fee is for the early childhood learning school. We do not anticipate that you will offer an elementary school or nannying or babysitting placement services initially; rather, those are services we may permit you to offer later during the term of the Franchised Business. Accordingly, no initial fees are included for the elementary school or nannying or babysitting placement services in the Estimated Initial Investment. If we permit and you choose to offer an elementary school and/or nannying or babysitting placement services, you will owe us and/or other suppliers additional initial fees, training fees, and other amounts to provide these services as part of the Franchised Business.

[2] Optional Classroom Set-Up Fee. This optional fee is payable if you would like us to assist you with the set-up and organization of your classroom(s). The fee is $3,000 per classroom for two days of setup assistance. The low represents no classroom setup assistance, and the high represents a minimum of 3-classrooms for any setup assistance to be provided by us. If you request more than three classrooms there will be an additional $3,000 per classroom that will be due prior to our providing the services; or if setup takes longer than two days, there is an additional $1,500 per day, per classroom fee that will be due on completion.

[3] Initial Training. You are responsible to pay all travel, lodging, food, and other expenses for your attendees during training directly to the supplier (hotels, airlines, restaurants, rental car companies, etc.). We estimate that you will have 3 people attend training. These costs will vary widely as a function of the distance traveled and the choice of accommodations, meals and transportation.

[4] Design and Architect Fee. You must pay a local architect and engineer to complete the preliminary plans, and these estimates include the architect's fees to prepare the full stamped set of floor plans, plans and specifications to include mechanical, plumbing, and electrical engineering as necessary to satisfy city, state, and local building codes and to construct the improvement for your Wild Roots® franchise business at the specific site approved by us. There is no allowance included in this estimate for site planning, landscape planning, use permitting, gaining of variances or resolution of related planning and zoning conflicts, accomplishment of energy consumption calculations, accomplishment of building elevations, or civil or structural engineering. Additionally, this estimate does not include an allowance for bid or contract administration or client directed revisions which will need to be negotiated on a case-by-case basis prior to commencement of the requested work.

[5] Real Estate Improvements. This estimate includes the cost for construction to buildout your location according to our specifications. Costs of improvements vary widely based on location, terms of the lease, the total area of your space, as well as construction and material costs. Your landlord may provide you with a tenant

improvement allowance as part of your lease, which has not been included as part of these estimates. You should review these costs with a local contractor, commercial real estate agent and other professionals. We provide standard design plans and specifications for construction and improvements. If you locate your center to a newly constructed space, the landlord may require significantly greater additional expenditures to cover leasehold improvements. You are not required to lease newly constructed space.

[6] Rent. Your space will vary depending on your needs, but we estimate you will need a minimum of 5,500 and up to 10,000 square feet with an additional fully fenced-in outdoor play area, and we estimate your lease to be $20 to $50 per square foot, per annum. Our estimate includes a security deposit and 3 months of rent. You are encouraged to negotiate a rent-free period for the time it takes to build out your business. You may be able to negotiate additional free rent or reduced rent periods after opening as well. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different. We have not included an estimate for the cost to purchase and build a location in the table above, but we estimate the cost to purchase real estate to range between $272 and $571 per square foot, depending on your market. If you add-on elementary school services, we recommend you have approximately 1,000 square feet just for this add-on service, which can be within your approved premises, adjacent to the premises, or space that is in very close proximity to your approved premises. We have not included a range of fees for the add-on space as you are not allowed to purchase this add-on until after two years of successful franchise operations.

[7] Furniture, Fixtures, & Décor. Included in this estimate are the cost of tables, desks, lighting, décor, and other similar items for your classrooms and offices. You are required to follow our décor specifications.

[8] Outdoor Equipment. This estimate includes outdoor equipment and materials. The range is based on the size of your outdoor space.

[9] Learning Materials. This estimate includes all materials to set up your Montessori workstations and learning sections. The range is based on your building size.

[10] POS System, Computers, Tablets, Hardware, Software. You must purchase three computers and one tablet for each classroom and use our required POS system and other software.

[11] Whole School Supplies. Included in this estimate are cleaning supplies, water coolers, bathroom supplies, paper, pencils, etc.

[12] Signs. Subject to landlord and government restrictions, two signs are required -at least one exterior sign and one interior sign. The interior sign does not have to be professionally installed but must be approved. These signs may be made locally. All signs must conform to our specifications. All purchase agreements or leases must be negotiated with your suppliers. You must use the location's monument sign if available. Any sign face bearing any of our trademarks will remain our property even though you may have paid for the sign(s).

[13] Miscellaneous Costs. These miscellaneous costs include legal fees, business entity organization expenses, employee training, deposits, certifications, insurance, and licenses. The cost of insurance may vary depending on the insurer, the location of your franchise business, and your claims history. We strongly recommend that you hire a lawyer, accountant, and other professionals to advise you on this franchise offering. Rates for professionals can vary significantly based on locale, area of expertise, and experience.

[14] Grand Opening Marketing. This estimates the cost to promote your grand opening. You must pay us a grand opening marketing fee of $20,000 which is due at least three months prior to your scheduled opening which we will use to spend on local advertising, marketing and promotion of the opening of your franchise business and develop an opening marketing plan on your behalf.

[15] Additional Funds. This estimates your operating expenses during your first 3 months of operations, not including cash flows. You must maintain adequate working capital reserves sufficient to maintain payroll each month for the first six months of operations. After the first 6 months, you must maintain the greater of $30,000 or your monthly payroll amount. It is a default of the franchise agreement if your operating account drops below this amount at any time even after royalties and other required fees to us have been paid. You are required to provide us with view-only access to your operating account, and you cannot have more than one operating account. Employee compensation is between you and your employees and may vary widely. Additionally, if you elect to finance your investment, you need to account for the additional costs of repaying that financing. We have relied upon the experience of our principals in opening and operating one Wild Roots® business in Temecula, California since 2013 to compile these estimates.

[16] Total. These figures are estimates for the development of a single franchise unit and we cannot guarantee that you will not have additional expenses starting your franchise business. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us or an affiliate, we require immediate payment. We do not offer direct or indirect financing for any item. All fees and payments payable to us or an affiliate are non-refundable. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. You should verify with third-party payees whether such payments, deposits, or fees are refundable or not.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers, Proprietary Products and Required Purchases

You must operate your franchise business according to our system, including purchasing or leasing certain items or services according to our specifications and/or from approved suppliers. You may not deviate from these methods, standards and specifications without our prior written consent.

You must purchase or lease the following products and services from us, other sources designated or approved by us, or according to our specifications as set forth in the manuals:

Item or Service	Is the franchisor or an affiliate an approved supplier of this Item?	Is the franchisor or an affiliate the only approved supplier of this Item?
Curriculum	Yes	Yes
POS, CRM & staff and family management software	No	No
Operations Manual	Yes	Yes
Furniture	No	No
Learning materials and play equipment	No	No
Non-play equipment	No	No
Signs	No	No
Branded materials	No	No
Uniforms	No	No

We may also require you to purchase advertising materials only from approved suppliers. We reserve the right for us or an affiliate to be an approved supplier or the only approved supplier of any of the items listed in the above table. Additionally, we reserve the right to require that all items used in the operation of your business be purchased from sources approved by us.

Insurance

You must at all times during the entire term of the franchise agreement and at your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A-" or better by A.M. Best & Company, Inc., which minimums may be adjusted from time to time in our sole discretion:

Type of Insurance	Minimum Required Amount(s)
Commercial general liability insurance	$1,000,000 per occurrence and $2,000,000 in the aggregate or leasehold minimum, whichever is greater
Property insurance	100% of the full replacement cost against loss or damage from fire and other risks normally insured against in extended risk coverage
Commercial automobile insurance (Only if offer transportation services)	At least $1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage)
Business interruption insurance (Optional at this time)	Actual losses sustained.
Professional liability insurance	$1,000,000
Umbrella insurance	$2,000,000
Government required insurances	You must maintain and keep in force all workers' compensation and employment insurance on your employees that is required under all federal and state laws.

These policies (excluding worker's compensation) will insure you, us, and our officers, directors, and nominees as additional insureds against any liability that may accrue by reason of your ownership, maintenance or operation of the franchise business. These policies will stipulate that we will receive a 30-day written notice prior to cancellation or termination, and we must receive a 30-day notice of any modification. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us must be furnished to us together with proof of payment prior to you beginning operations. Our insurance coverage requirements are only minimums. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate.

If you fail to obtain or maintain insurance, we may obtain insurance for you, and you will pay us the premium costs, plus an administration fee of 15% for our time. We may periodically modify or adjust the amounts of coverage required and/or require different or additional coverage. We do not derive revenue from your purchase of insurance. We recommend you consult with your insurance agent prior to signing the franchise agreement. If your premises are damaged and covered by insurance, you must use the proceeds to restore the facility to its original condition within 160 days from receiving the proceeds, unless we consent otherwise in writing.

Approved Suppliers

We may enter into contracts with suppliers for items or services purchased by our franchisees. Pursuant to these contracts, you must purchase items or services from approved suppliers. All currently approved suppliers and specifications are made available to you before the beginning of operations. We consider our approved suppliers and specifications to be of critical importance to the success of the system. You must receive our prior written approval to deviate in any manner from our specifications.

Ownership in Approved Suppliers

None of our officers have a direct ownership interest in any of our suppliers.

Proportion of Required Purchases and Leases

We estimate that the proportion of required purchases or leases will represent 40% to 65% of your overall purchases in opening your franchise business and 40% to 65% of your overall purchases in operating your franchise business.

Revenue to Us and Our Affiliates from Required Purchases

We or our affiliates currently do not but reserve the right in the future to derive income from required purchases or leases of goods or services made by our franchisees from approved sources. In the last fiscal year, we did not collect any money or obtain any revenues from the sale of these products and services to franchisees.

Non-Approved Suppliers

Except for certain trademark and private label items and designated source items described above, if you desire to use a particular supplier and if that supplier meets the specifications and requirements of our system, at our discretion, we may approve that supplier to become an approved supplier.

You may establish suppliers on the approved list by making an appropriate application to us. The following general criteria is used in considering whether a supplier will be designated as an approved source: the ability of the supplier to make the product to our standards and specifications; a willingness by the supplier to cooperate and work with you and other franchisees; the supplier's production and delivery capabilities; price and quality; reputation of the supplier; quality assurance systems; the financial condition of the supplier; the ability and willingness of the supplier to train you and us on the effective and safe use of the product; and the supplier's professional competence and performance abilities. We will use our best judgment in setting and modifying specifications to maintain quality and integrity of the franchise system. If you desire to purchase any of the items listed in this Item 8 from an unapproved supplier, you will submit to us a written request for this approval or request the supplier itself to do so. We may require you to submit sufficient information and data to permit us to ascertain whether a supplier meets our specifications. You must reimburse us for our costs associated with the evaluation within 30 days of the completion of our evaluation. The evaluation fee and other costs are not refundable regardless of whether or not we approve of a supplier. We will notify you in writing within 30 days after completing our evaluation as to whether the supplier has been approved or disapproved. We may make changes or alterations in the standards and specifications for approving suppliers. At our discretion, we may revoke our approval from an approved supplier upon 30 days' written notice to you.

Standards and Specifications

We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our manuals and/or issuing new written directives (which may be communicated to you by any method we choose).

Other than as stated above, there is no obligation for you under the terms of the franchise agreement to purchase or lease any goods or services regarding the establishment or operation of the franchise business from approved sources.

Negotiated Arrangements

At this time, there are no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers, including price and terms for the benefit of franchisees.

Benefits Provided to You for Purchases

We do not provide material benefits to you based on your purchase of particular products or services or use of particular suppliers (e.g., grant renewals or additional franchises based on your purchases).

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Sections 4.1 and 4.2	Item 11
b.	Pre-opening purchases/leases	Paragraphs 6.1.3, 6.1.11, and 6.1.13	Item 8
c.	Site development and other pre-opening requirements	Sections 4.2 and 4.3	Items 7 and 11
d.	Initial and ongoing training	Paragraph 6.1.4 and sections 7.4 and 7.5	Item 11
e.	Opening	Sections 4.4 and 7.4.1	Item 11
f.	Fees	Article V	Items 5, 6 and 7
g.	Compliance with standards and policies/operating manual	Section 6.2 and article IX	Items 8 and 11
h.	Trademarks and proprietary information	Article III	Items 13 and 14
i.	Restrictions on products/services offered	Article VIII	Item 8 and 16
j.	Warranty and customer service requirements	Paragraphs 6.1.2 and section 8.5	Item 11
k.	Territorial development and sales quotas	Not Applicable	Item 12
l.	Ongoing product/service purchases	Article VIII	Item 8
m.	Maintenance, appearance and remodeling requirements	Paragraphs 6.1.2 and 6.1.9	Item 11
n.	Insurance	Paragraph 6.1.11	Item 8
o.	Advertising	Article X	Items 6, 7 and 11
p.	Indemnification	Section 15.2	Item 6
q.	Owner's participation/ management/staffing	Paragraphs 6.1.7, 6.1.8, 6.1.10, 6.1.14 and 6.2.3	Items 11 and 15
r.	Records and reports	Sections 5.4 and 5.5	Item 6
s.	Inspections and audits	Paragraphs 5.5.2 and 6.2.2(iv)	Items 6 and 11
t.	Transfer	Article XIV	Item 17
u.	Renewal	Section 2.2	Item 17
v.	Post-termination obligations	Section 12.1	Item 17
w.	Non-competition covenants	Article XVI	Items 14, 15 and 17
x.	Dispute resolution	Article XVII	Item 17
y.	Compliance with government regulations	Sections 4.1 and 4.3 and paragraph 6.1.1, 6.1.10, 12.1.10, and 16.1	Item 12
z.	Guarantee of franchisee obligations	Section 6.3	Item 15

ITEM 10
FINANCING

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

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

Except as listed below, Wild Roots Franchising LLC is not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your franchise business, we will:

1. Designate your search area [franchise agreement section 1.1].

2. Approve your site. However, we do not assist in locating a site. Finding a suitable location that conforms to local ordinances, building codes, and our guidelines is your responsibility. We must approve your site before a lease is entered into or you begin construction. Our approval is based upon the following general criteria: rent, lease terms, access, appearance, visibility, traffic, general daytime and nighttime population of the area, number of and types of businesses in the territory, parking, square feet, access, and general vicinity. And, in addition to the general territorial criteria discussed in Item 12, such factors as square footage, rent and other lease terms, accessibility, profile of neighboring businesses and the ability to build out the site in accordance with the brand image are factors considered in determining whether the site is acceptable. We will provide you with general guidance regarding our standards for selecting a site, but we do not evaluate or guarantee the potential success of your proposed site. Site approval or disapproval should be completed by us and notice provided to you in writing within 30 days or less after you have submitted a proposed site for our review. We do not own properties that we lease to you, and we do not assist you in negotiating the purchase or your lease of your site. If you and we disagree about the proposed location, you must locate another acceptable site for your school and repeat the process [franchise agreement section 4.1].

3. Make available general written specifications for necessary equipment, signs, fixtures, opening inventory, supplies and other items listed in Item 8. Unless we are an approved supplier of an item and you purchase the item directly from us, we do not provide these items to you directly, but we do provide you with the names of the approved suppliers for these items. For purchase, delivery and installation, you are required to work directly with the manufacturer or supplier of these items. We do not offer assistance in delivery or installation of any of these items [franchise agreement section 7.1].

4. Provide you with the names of approved suppliers [franchise agreement paragraph 7.2].

5. Provide you preliminary design/layout plans for your franchise business. You must adapt your franchise business to our general specifications at your own expense, in accordance with local, state and federal laws, rules and ordinances. You are responsible for obtaining any required licenses and permits [franchise agreement sections 4.3 and 7.1].

6. We do not assist in the actual construction or remodeling of your franchise business, but upon request and the payment of the Optional Classroom Set-Up fee, we will provide classroom setup assistance [franchise agreement section 4.3 and paragraph 5.1.1].

7. Loan you a copy or provide electronic access to our confidential manuals containing mandatory policies, operating procedures, and other information. The manuals are confidential, will remain our property, and may be used by you only in association with your Wild Roots® franchise business and only during the term of the franchise agreement. You must keep the contents of all manuals confidential. The master copy of the manuals maintained by us will be controlling in the event of a dispute relative to the contents of the manuals. You may not copy any part of the manuals either physically or electronically. Our operations manual

is approximately 183 pages [franchise agreement article IX]. The table of contents for the operations manual is as follows:

Subject	Number of Pages
Introduction	15
Pre-Opening Procedures	31
Personnel	59
Center Director Procedures	34
Center Operating Procedures	28
Marketing and Advertising	17

8. We provide an initial training program for your operating principal and other owners and center directors, described at the end of this Item 11 [franchise agreement paragraph 6.1.4].

9. Provide you with at least one of our representatives, for up to 10 days of assistance at or prior to the opening of your franchise business. There is currently no fee for this service. You must have obtained all necessary permits, and your classrooms must all be set up for us to provide this assistance [franchise agreement section 7.4.1].

Lease, Construction and Commencing Operations

You will have 45 days from the date of the franchise agreement to have a site submitted for our approval for your franchise business [franchise agreement section 4.1]. A lease must be in place within 4 months from signing the franchise agreement. You must provide us 15 days to review the lease before it is scheduled to be signed and the lease must include the language contained in the Lease Rider attached as Exhibit A-6 to your franchise agreement [franchise agreement section 4.2.1].

Construction must be started within 2 months from the date of the lease and be completed within 4 months from commencing construction [franchise agreement section 4.3].

You are required to begin operations within 60 days after construction is complete. You must give us at least 30 days written notice before opening your franchise business [franchise agreement section 4.4].

Estimated Length of Time Before Operation

It is estimated that the length of time between the signing of the franchise agreement with the accompanying payment of the initial franchise fee and the opening of your franchise business is 6 to 12 months. Factors affecting this length of time usually include obtaining a satisfactory site, financing arrangements, construction, local ordinance compliance, training, and delivery and installation of furniture, fixtures, equipment, signs, and supplies.

Failure to meet these deadlines for any reason, including our disapproval of a proposed site location, delays due to city permits and licensing's processes outside of our control, or if we cannot agree on a site, may result in a termination of the franchise agreement without a refund. However, if you can show a good faith effort to meet these deadlines, we may agree to extend a specific deadline at our discretion upon notification to us [franchise agreement section 4.6].

Assistance During Operation

During the operation of your franchise business, we will:

1. Hold conferences to discuss improvements, new developments, mutual concerns and business issues. Attendance is mandatory if held. Currently, there is no conference fee, but you must pay all your travel, lodging, food and other expenses. Your operating principal is required to attend these conferences. These conferences will be held at various locations chosen by us [franchise agreement paragraph 6.1.14].

2. Provide you with updates to the manuals, which updates may be in the form of emails, newsletters, announcements, technical bulletins, or other written directives through means determined by us. We have the right to modify the manuals to reflect changes in the system including the development of or change in products and services [franchise agreement section 9.1]. The modifications may obligate you to invest additional capital in your franchise business and to incur higher operating costs. You must incorporate all such modifications within the time periods that we specify [franchise agreement paragraph 6.2.2(iii)].

3. At your reasonable request or at our discretion, provide assistance either remotely or in person. For additional in-person training, you may be charged a fee and be required to cover all travel, lodging, food, and other expenses of your attendees or our representatives [franchise agreement paragraph 6.1.4 and section 7.3].

4. Provide you with an email address which must be used in all correspondence and communications involving your franchise business. If we provide you with an email account/address, we have the right to access your email account. You are not allowed to use a non-approved email for business purposes involving the franchise business. You must at all times maintain and frequently check a valid and approved email address, provided by, known and available to us, to facilitate our communication with you [franchise agreement section 6.2.2(i)].

<u>During the operation of your franchise business, we may</u>:

5. Make periodic inspections of your franchise business, which may be done in person or through remote access such as video or live video conferencing and may be performed through a third-party provider. Upon our request, at all reasonable times, you will provide us with video and/or digital images of the interior and exterior of your franchise business as set forth in the manuals [franchise agreement section 6.2.2(iv)].

6. Conduct conferences and seminars, which may be through online webinars, videos, live video conferencing, phone conferences or in person, to discuss improvements, new developments, mutual concerns, business issues, sales, marketing, personnel training, bookkeeping, accounting, inventory control and performance standards. Attendance at conferences and seminars is mandatory for your operating principal, and you are required to pay the registration fees travel and living expenses for your attendees. In-person conferences and seminars will be held at locations chosen by us [franchise agreement paragraph 6.1.14].

7. Provide you with such continuing assistance in the operation of the franchise business as we deem advisable [franchise agreement section 7.3].

8. Maintain a website for the Wild Roots® brand that will include your business information and telephone number for your franchise business [franchise agreement section 7.6].

9. For items purchased through third parties or an affiliate, you must work directly with the supplier or manufacturer of those items regarding warranties, defective products, training and support [franchise agreement section 8.5].

10. At your expense, require you to repair, refinish, repaint, remodel, modernize, redecorate, or otherwise refurbish your premises from time to time as we may reasonably direct, but not more often than every 5 years, and we will not obligate you to invest additional capital at a time when the investment cannot in our reasonable judgment be amortized during the remaining term of the franchise agreement (except for required changes to the trademarks, or changes due to health or government mandates, guidelines, or public concerns which we may require at any time). This can include changing out items such as flooring, wall treatments, signage, lighting fixtures, and other physical elements of your franchise business. We may also require you to invest in new or updated equipment and technology. You will also be required to complete any day-to-day maintenance issues as they occur during the term of the franchise agreement. We also have the right to require you replace

equipment at any time [franchise agreement section 6.1.9]. You must implement all changes within the time frames required by us.

11. Refine and develop services that you will offer to your customers [franchise agreement section 6.2.2(iii)].

12. To the degree permitted by law, we may suggest retail price, specify maximum and minimum pricing above and below which you will not sell any goods or services. You must honor all coupons, price reductions and other programs established by us [franchise agreement paragraph 6.1.12].

Employment Matters

We do not assist you with the hiring, firing, discipline, scheduling, management, compensation, supervision, assignment of duties, work rules, or working conditions of your employees. That is your responsibility. We provide you with a sample employee guide or manual, but if we do, it will only be an example of certain employment matters that you may adopt or not. It is your responsibility to comply with state and federal employment laws [franchise agreement section 6.1.10].

Advertising and Promotion

We may provide you with samples of marketing materials developed by us and provide new marketing techniques as developed [franchise agreement section 10.4].

You may develop marketing materials for your use, at your cost, but all marketing material developed or used by you must have our prior written approval. Any marketing materials or concepts you create becomes our property and will be considered a "work-made-for-hire" that can be used by us and other franchisees without compensation to you. If you do not receive written approval or disapproval within 14 days of the date we received your submission of marketing materials, the materials submitted are deemed approved. We can revoke our approval of any marketing materials at any time in our sole discretion [franchise agreement section 10.4].

Local Marketing and Advertising

You must spend quarterly for local advertising and promotion at least 1% of your gross sales. We may review your books and records periodically to determine your expenditures for advertising and promotion, and you shall submit an accounting of your expenditures for such required advertising and promotion within 15 days of the end of each calendar quarter [franchise agreement paragraph 5.3.2]. If we determine that you have not spent the requisite amount, we may require you to pay the unexpended amounts to the Brand Fund franchise agreement paragraph 5.5.2]. At any time, we may require you to pay the above local advertising and promotions amount to us or to a designated or approved supplier for spending on local advertising and promotions instead of you spending such amounts directly.

If you purchase any add-on service(s), you will be required to spend at least $10,000 on local advertising, marketing, and promotion of the opening of the add-on service. The opening marketing plan must be approved by us. We have the right to require that you pay us or our affiliate the $10,000 add-on promotional marketing fee and we will then spend the amount to promote your add-on service [franchise agreement paragraph 5.3.4].

Brand Development Fund

Although under the terms of the franchise agreement we are not obligated to conduct advertising for the franchise system, or to spend any amount on advertising in your territory, we currently do maintain and administer a national advertising, marketing and development fund (referred to as the "Brand Development Fund" in the franchise agreement) for local, regional or national marketing or public relations program as we, in our sole discretion, may deem necessary or appropriate to advertise and promote the franchise system. We may utilize the Brand Development fund to develop and test various media and technologies for potential utilization and/or improvement of the system and marketing of the system [franchise agreement section 10.1].

You must contribute 2% of your gross sales per week and up to 3% to the Brand Development fund. We and our affiliates contribute to this fund on the same basis as the franchisees. We have no franchise businesses that do not contribute to the fund [franchise agreement section 10.1].

We are responsible for administering the Brand Development Fund, but we are not a fiduciary or trustee of the Brand Development Fund. We will direct all uses of the fund, with sole discretion over: 1) the creative concepts, materials, endorsements and media used (that may include television, Internet, social media, radio, print, and other media and marketing formats as developed over time, as funds permit); 2) the source of the marketing or public relation efforts (that may be in-house or through an outside agency located locally, regionally or nationally); 3) the placement, timing, and allocation of these programs (that may be local or regional); and 4) the composition of all geographic territories and market areas for the development and implementation of these programs [franchise agreement paragraph 10.1.1].

The Brand Fund will be accounted for separately from our other funds, and we may use the Brand Fund to offset a portion of direct costs to manage and maintain the fund, including the payment of staff salaries, conducting market research, preparing advertising and marketing materials, collecting and accounting for contributions and other expenses for those employees who may be involved in the Brand Fund. The Brand Fund may borrow from us or other lenders to cover deficits of the Brand Fund or cause the Brand Fund to invest any surplus for future use by the Brand Fund [franchise agreement paragraph 10.1.2].

We are not required to spend any amount on marketing directly in the area or territory where you are located. We make no representations that expenditures the Brand Development Fund will benefit you or any other franchisee directly, on a pro-rata basis, proportionally, or at all. We are not required to segregate the Brand Development Fund from our general operating funds. We do not use marketing funds to solicit new franchisees. We will not use the brand fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement or website indicating "franchises available" or similar phrasing [franchise agreement paragraph 10.1.2].

We will have the right to cause the Brand Fund to be incorporated or operated through an entity separate from us at the time we deem appropriate, and the entity will have the same rights and duties as we do. We will have the right, in our sole discretion, to suspend contributions to and operations of the Brand Fund for one or more periods that we determine to be appropriate and the right to terminate the Brand Fund upon 30 days written notice to you. All unspent monies on the date of termination will be distributed to us and our affiliates and our franchisees in proportion to their respective contributions to the Brand Fund during the preceding 12-month period. We will have the right to reinstate the Brand Fund upon 30 days prior written notice to you, and upon the same terms and conditions in the franchise agreement [franchise agreement paragraph 10.1.1].

Advertising Expenditures in the Last Fiscal Year

During the last fiscal year, we did not collect any marketing funds.

Any unused marketing funds in any calendar year will be applied to the following year's fund. The Brand Development Fund is unaudited. Once each calendar year, you may send us a written request to receive an unaudited annual report of marketing expenditures from the previous fiscal year but such written request must be received within 90 days of our fiscal year end [franchise agreement paragraph 10.1.2].

Advertising Council

No franchisee advertising council is anticipated at this time. We have the power to require the advertising council to be formed, changed, or dissolved at any time.

Advertising Cooperative

You are required to participate in a local or regional advertising cooperative when established or approved by us. The area of any cooperative marketing association will be based on regions determined by us. Your marketing area is defined as a market with multiple Wild Roots® locations, as determined by us. Upon the formation of an advertising cooperative, you will be deemed to be a member of that association as covers the area where your franchise is located, and you will be bound by any decisions made by the association upon a majority vote by voting members. Non-traditional units may not be required to participate in cooperative marketing. You and other franchisees in the cooperative will be responsible for the administration of the association. Governing documents will be provided by us or by the cooperative and approved by us. At this time, these governing documents are not available. Voting will be on the basis of one vote per company-owned location and one vote per franchise in good standing within the cooperative. At no time will we or our affiliates control the vote in any cooperative. Members of the cooperative must make contributions pro rata based on the number of units in the cooperative. The timing and amount of contributions you make may vary according to the vote and rules of the advertising cooperative but will not exceed your required annual local marketing percentage in any single year, unless a majority of the members in your advertising cooperative vote to increase the contribution percentage. We and our affiliates within the cooperative may choose to contribute to advertising cooperatives on the same basis as the franchisees. The cooperative will not be required to prepare unaudited annual financial statements and these will be available for review by all franchisees in the cooperative and us. We have the power to require cooperatives to be formed, changed, dissolved, or merged at any time. You are not required to join more than one advertising cooperative for the same franchise business [franchise agreement section 10.2].

Other Marketing Funds

At this time, you are not required to participate in any other marketing funds.

Internet and Social Media

You may not create a website for your franchise business. However, we may allow you to place pre-approved information concerning your franchise business on our website, as developed by us. You cannot engage in marketing on the Internet, including posting for re-sell, items on third party re-sell or auction-style websites such as eBay, Craigslist or Amazon without our prior written permission. You may not claim any web listing on sites such as Yelp. We have the right (but not the obligation) to manage and control all online reviews for your franchise [franchise agreement paragraph 10.5.1].

We will own the social media accounts related to the brand, but we may provide you access to the social media account for your location for certain management responsibilities and functions. You cannot change any login/password information without our prior written approval, and you must supply us with all changed/updated login/password information. All social media for our brand must strictly comply with our policies and procedures. We can alter, remove, or require that you alter or remove a post. You must sign the Digital and Social Media Authorization for Assignment as part of your franchise agreement. We reserve the right to restrict your use of social media in the future [franchise agreement paragraph 10.5.2].

Software

You are required to use and pay for all software as designated by us in the operation of your franchise [franchise agreement paragraph 6.1.15].

Computer System

We and/or our affiliates may condition any purchase, lease, or license of any required or recommended software, technology or hardware to you, and/or your use of technology developed, administered or maintained by or for us, on you signing or consenting to a license agreement or similar document that we and our affiliates periodically specify to regulate your use of, and our (or affiliate's) and your respective rights and responsibilities with respect to, the software or technology. We may, or we may require any designated software, technology, or hardware provider to, terminate your access to and use of any software, technology, or hardware if you are delinquent on any payments due to us or our affiliates, suppliers, or vendors or otherwise in default of this Agreement. You shall execute any required license and/or services agreement for any software program we require and including without limitation for changes or increases to fees and/or changes to any aspects of the software may be made effective upon ten (10) days prior notice to you.

We require the use of a computer system and software designated by us to be purchased or leased from our designated supplier. The POS system currently provides:

- Employee time keeping
- A customer database
- Recordkeeping
- Payment processing
- Administration
- Payroll processing
- Management and purchase tracking

You must purchase a computer system that meets our specifications. You will need three computers at an estimated cost of $1,000 to $2,000 per computer, and one tablet per classroom at an estimated cost of $200 to $300 per tablet. Each of these items must meet our specifications and be capable of interfacing with our POS system, computer system, and software. Your computer system must be compatible with our required POS system. We reserve the right to change the POS system at any time, and you are required to comply with and are solely responsible for the fees associated with such changes.

We will have independent access to the information and data collected or generated by the computer and the POS system. There are no contractual limits on our rights to do so. You must keep these systems available for our access 24 hours a day, 7 days a week. We may require updates and upgrades to your computer hardware, software and POS system at your expense during the term of the franchise agreement. There are no contractual limitations on our right to do so. We estimate the annual costs to maintain, upgrade and support your computer and POS system to be included in your monthly subscription fees, currently $249 per month. We are not required to maintain, repair, update, and/or upgrade your computer or POS system. There are no contractual limitations to the frequency and cost of the obligation to upgrade and maintain the computer or POS system. For defective equipment, products, software or other items purchased by you, you must deal directly with that manufacturer [franchise agreement paragraph 6.1.13].

<u>Promotional Programs</u>

You are required to participate in the promotional, discount, and coupon programs we develop. You are not allowed to implement any sort of promotional, discount, and coupon model without our prior written permission [franchise agreement paragraph 6.2.2(ii)].

<u>Accounting</u>

You must use the designated accounting software designated by us. We also reserve the right to require you to follow our accounting procedures and line items, including standardized profit and loss statement templates, balance sheet templates, and charts of account as we may designate [franchise agreement sections 5.5 and paragraph 6.1.13(ii)].

Security System

You are required to use a security system to protect your franchise business. We do not designate a specific type of security system or a specific brand you must use, but you must have both inside and outside cameras. You may not install any cameras in places where employees and customers have a reasonable expectation of privacy, e.g., bathrooms, changing rooms, etc. By installing the system, you and your employees are waiving their right to privacy with respect to the use of the system in non-private areas of the business. You are required to provide us with notice of its installation. We estimate the cost of such system to be $500-$700 for initial installation and an ongoing fee of $35 to $75 per month [franchise agreement paragraph 6.1.13(v). You must provide us with independent access to the security system, but our access does not obligate us to monitor your franchise business for safety or compliance [franchise agreement paragraph 6.1.13(v)].

Compliance Monitoring System

We may require you to also install a compliance monitoring system in your franchise business at reference points designated by us, or it may be part of your required security system. You may not install any cameras in places where employees and customers have a reasonable expectation of privacy, e.g., bathrooms, changing rooms, etc. This system is not a security system but is a management tool, and we are not required to monitor your business. Both you and we must have the right to online access to the system. By installing the system, you and your employees are waiving their right to privacy with respect to the use of the compliance monitoring system in non-private areas of the business. You must require all your employees to sign a waiver of their right to privacy with respect to the use of this compliance monitoring system. We do not have estimates for the cost of a compliance monitoring system since it is not currently required [franchise agreement paragraph 6.1.13(vi)].

Miscellaneous

We may approve exceptions to our changes in the uniform standards for you or any other franchise that we believe are necessary or desirable based on particular circumstances. You have no right to object to such variances [franchise agreement section 20.15].

Initial Training

We provide an initial training program. The initial training program is held at a company-owned location in Temecula, California or a place designated by us. The length of training depends on the prior experience of your attendees but should last approximately one week. The training program is held as needed. You, your operating principal and your center director are required to attend and successfully complete the training program. In the event your operating principal fails initial training, we may choose to terminate your franchise agreement without a refund to you or allow you to send a new operating principal for initial training and pay our then-current initial training fee. In the event your center director fails initial training, you may send a new center director for initial training and pay our then-current initial training fee [franchise agreement paragraph 6.1.4].

Your "operating principal" is: a) if the franchisee is an individual, that individual; or b) if the franchisee is an entity, an individual that owns at least 50% of the ownership and voting interests in the franchisee entity (unless you obtain our written approval of a lower percentage), has authority over all business decisions related to the franchise business, and has the power to bind the franchise business in all dealings with us. The operating principal must be involved with the business as described in Item 15 [franchise agreement article XXI].

Successful completion of training must be completed between one to five months after you sign the franchise agreement, and before you open your franchise business. Successful completion will be determined by our trainers and is based on your attendees' knowledge and demonstration of competency in the curriculum and in the various aspects of operating a Wild Roots® franchise business [franchise agreement paragraph 6.1.4].

Training is provided without an additional fee for up to three people. You may have up to three additional people attend initial training for a fee of $100 per person, per day. Any attendees that fail to successfully complete initial training must retake the initial training and pay the retraining fee at $750 per person per day. You are also responsible to pay all travel, food, living, and other expenses for each attendee during training directly to the supplier (hotels, airlines, restaurants, rental car companies, etc.) The estimated cost of attending training is listed in Item 5 and Item 7.

Below is a table listing the subjects taught and the amount of classroom and onsite training provided as part of the initial training.

TRAINING PROGRAM[1]

Subject	Hours of Classroom Training	Hours of On – The - Job Training	Location
Introductions	0.5	0	Temecula, California or where we direct
Wild Roots Holistic Learning Center History and Mission	0.5	0	Temecula, California or where we direct
Overview of the Relationship with the Franchisor, including visits from the franchisor	0.5	0	Temecula, California or where we direct
Overview of Pre-Opening Procedures	2	0	Temecula, California or where we direct
School Daily Operating Procedures	1	8	Temecula, California or where we direct
Wild Roots Holistic Learning Center Program Curriculum and Environment	4	8	Temecula, California or where we direct
Best Practices for Managing Your Team	1	1	Temecula, California or where we direct
Tours and Enrollment Procedures	0	5	Temecula, California or where we direct
Forms, Policies, and Parent Communication	3	0	Temecula, California or where we direct
Financial Management of the School	0	2	Temecula, California or where we direct
School Safety and Security	0.5	0	Temecula, California or where we direct
Operational and Franchise Reporting	1	0	Temecula, California or where we direct
Marketing and Advertising	2	0	Temecula, California or where we direct
Totals	16	24	

[1] The training program for franchisees may be changed due to updates in materials, methods, manuals, and personnel without notice to you. The subjects and time periods allocated to the subjects actually taught to you and personnel may vary based on the experience of those persons being trained.

The initial training is provided by instructors whose experience is described below and in Item 2 if the trainer is part of management.

Trainers	Subject(s) Taught	Length of Experience in the Field	Length of Experience with the Franchisor	Experience Relevant to Subject(s) Taught and Franchisor's Operations
Brittany Ponce	All	Since 2013	Since 2022	Brittany is the owner and founder of Wild Roots.
Rachel Ibon-Amaya	All	Since 2012	Since 2022	Rachel has been Franchise Director of Wild Roots Franchising LLC since January 2023, and has been a part of the Wild Roots system since 2018.
Lidia Najera	All	Since 2008	Since 2012	Current center director
Margarita Juarez	All	Since 2002	Since 2015	Current program director

Materials Provided at the Initial Training

We will provide access to our manuals during the initial training and other handouts to facilitate training. All attendees at any training must sign a non-disclosure agreement acceptable to us before attending the training [franchise agreement paragraph 6.1.4(v)].

Replacement Training

After the initial training, any new operating principal and center director must complete initial training. Each new center director must be trained prior to taking over as director, and a new operating principal who is not also the center director must complete training within 14 days of taking over as operating principal. We may allow your operating principal to train new center directors. In our sole discretion, we may train the new operating principal and/or center director at your location. The fee for new operating principal and center director training whether held at our headquarters or at your location is currently $750 per person, per day. You will also be responsible to cover the travel, food, and lodging for your attendees or our representatives (as applicable) [franchise agreement paragraph 6.1.4(i)].

Ongoing Refresher Training

At our discretion, we can require your operating principal and/or center director to attend refresher training for up to 10 days per calendar year. This training may be in person, virtual, or included as part of any annual convention. The fee for this training is the same as additional trainings. You will be responsible for the costs of travel, food, lodging and compensation of your attendees or our representatives [franchise agreement paragraph 6.1.4(ii)].

Additional Trainings

Depending on availability and advanced written notice, if you would like additional in-person training, we may provide this training to you. We can limit additional training to a certain number of days, attendees, and/or representatives at a time. We can also require your operating principal and/or other key personnel to attend additional trainings if you are in default, if any of your attendees fails initial training, or if we reasonably believe such training would be in the best interest of your franchise[franchise agreement paragraph 6.1.4(iii)].

We can limit additional training to a certain number of days, attendees, and/or representatives at a time. You will be responsible for the costs of travel, food, lodging and compensation of your attendees or our representatives.

Add-On Service Training

If you purchase any optional add-on service, you must pay for and attend training specifically for that add-on service. The fee for this add-on service training is currently $750 per person, per day. There is no opening assistance provided for starting any add-on service [franchise agreement paragraph 6.1.4(iv)].

In the event your operating principal, any center director, or other required attendee at a required training has two or more unexcused absences in a 12-month period from any required training and does not attend all required trainings in the subsequent 12-month period, we have the right to terminate your franchise agreement [franchise agreement paragraph 11.1(O).

At this time, other than listed above, no additional trainings or refresher courses are required.

ITEM 12
TERRITORY

Non-Exclusive Territory

You will not receive an exclusive territory for your franchise business. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, we will not establish another traditional franchise or company owned unit using the trademark within your territory.

Grant of Territory

Under the franchise agreement, we will grant you the right to use the system and proprietary marks within your territory, the boundaries of which will be negotiated prior to signing the franchise agreement and are described in the franchise agreement.

Size of Your Territory

The specific size of your territory is set by us based upon the population density, the business base in the territory, whether your location is in a metropolitan or rural area, and other comparable factors. The size of a franchise territory will be set on the greater of a 3-mile radius from the front door of your approved premises, or a minimum population base of approximately 100,000 people. The written boundaries of your territory will be included in your franchise agreement. We may set the boundaries of your territory based on zip code, boundary streets, highways, county lines, designated market area, radius from a specific address, and/or other recognizable demarcations. If no description of the territory is specified, then for a suburban location the territory shall be deemed to consist of the area within 3 miles of the front door of your approved premises, or if you are in an urban location with one million or more people residing and/or working within the metro area, then you will not have any protected area. We will not place another franchise or company owned unit within your territory during the term of the agreement unless otherwise specified above for an unprotected area. In determining the total population within your territory, we generally consult the United States Census estimate, available via the Internet website located at census.gov/quickfacts.

Adjustment of Territory Boundaries

We have the right, in our sole discretion, to adjust the boundaries of your territory for population increases of more than 50% as demonstrated by demographic data available to us at the time of the territory adjustment, or if you choose to operate your franchise business with fewer classrooms than we recommend based on the size of your premises. We also have the right to adjust the boundaries of your territory based on inadvertent error in the creation of your territory, or in an effort to more accurately reflect the target population after your premises location has been selected and approved, or for other reasons that we may specify from time to time in the manuals.

Territory Restrictions

You are restricted to operations from the approved franchised premises and may not, without our prior written approval, open or operate another outlet whether inside or outside the territory, or to provide mobile or off-site services.

Relocation

You do not have the automatic right to relocate your business, and we have the right to deny any relocation request. You must obtain our prior written permission if you want to relocate your franchise, and you must also be able to demonstrate to us that you have the financial ability to relocate. Approval to relocate is determined on a case-by-case basis and is based on factors such as your operational history, our then-current criteria used in approving a new franchisee's proposed site, and other factors that are relevant to us at the time of the relocation request and paying us a relocation fee equal to 25% of the then-current initial franchise fee. As part of any relocation, you must pay our then-current relocation opening training fee, and reimburse us all our travel, lodging, and food expenses in association with the relocation opening training.

Minimum Capacity Requirement

Your franchise agreement is dependent upon achievement of a minimum sales volume, market penetration or other contingency. Specifically, during your first year of operations, you must achieve 50% capacity, and starting in the second year of business, you must maintain at least 75% capacity each year in which you are in business. Failure to meet this requirement may result in the creation of a performance plan with us in which you will be given a period of time in which to increase capacity to achieve this requirement or face possible termination of the franchise agreement. If you do not achieve the minimum capacity in your territory, then you will be given a notice of default and a 6-month period to cure by being on pace to achieve the minimum capacity requirements by the end of the cure period. If you do not cure within the 6-month cure period, we have the right to terminate your franchise. We also have the right to allow you to continue to operate your franchise under the terms of the franchise agreement while we try to broker the sale of your franchise for up to 3 months. If we broker the sale of your franchise, we will be entitled to our then-current referral fee, currently $35,000, to compensate us for time and expenses to broker the sale of your franchise. You will also be required to pay the transfer fee, and the buyer must pay us the training fee for us to train the new franchisee. If we have not brokered the sale or you have not sold your franchise during the 3-month period, we may terminate your franchise immediately upon notice.

Your Rights to Use Channels of Distribution

You do not have the right to sell products or services through other channels of distribution, including the Internet, apps, or social media.

Advertising Within and Outside the Territory

Other franchisees may advertise within your territory, and you may advertise within other territories.

Options to Acquire Additional Franchises

You do not receive the right or option to acquire additional franchises.

Captive Market Outlets

We and our affiliates, either personally or through agents and representatives, reserve the right to own and operate or sell Wild Roots® outlets through captive market franchises at our discretion, both within and without your territory, without paying compensation to you. These captive market outlets may include locations at enclosed shopping centers, institutions (such as hospitals, employer- or community sponsored schools), large employers, airports, train stations, parks (including amusement theme parks), convention centers and other facilities or venues where events are scheduled, government buildings, supermarkets, college campuses, military bases, Native American reservations, department stores, business parks, shopping centers with at least 400,000 square feet of leasable space and other similar locations.

Our Rights to Use Channels of Distribution in Your Territory

We and our affiliates reserve the right to market both within and outside your territory, and to sell and distribute products and services under the Wild Roots® marks and under other brands or trademarks, both within and outside your territory using distribution channels such as through the Internet, websites, social media, direct marketing, and co-branding with other outlets. We do not pay you for soliciting or accepting orders for any products or services under the Wild Roots® brand through these channels inside your territory.

Our Previous Activities in Your Territory

In the past, we or an affiliate have used one or more of the following distribution channels to sell and distribute products and services in your territory under the Wild Roots® brand: websites, social media, direct marketing.

Competition by Us Under Different Trademarks

Neither we, nor an affiliate operates, franchises or has plans to operate or franchise a business that sells or will sell goods or services similar to those sold in your franchise using a different trademark in or outside of your territory, but we reserve the right to do so in the future.

ITEM 13
TRADEMARKS

Non-Exclusive Grant of the Trademark

We grant you the non-exclusive right to use certain of our trademarks in the operation of your franchise business. You may also use future trademarks in the operation of your franchise business, as we designate. You will not at any time acquire any rights in the trademarks. By trademarks we mean our trade names, trademarks, commercial symbols, service marks and logos.

Agreements Regarding the Trademark

Under a license agreement entered into between Wild Roots, LLC and us in 2024, we were granted the right to use and sublicense the trademarks for 50 years. The license may be terminated for our default; however, all franchisees in good standing will be able to continue to use the Wild Roots® trademarks through the end of their respective then-current franchise agreement term. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

Registered Trademarks

The following trademarks, service marks, trade names, logotypes or other commercial symbols listed below are registered or have been filed for registration with the United States Patent and Trademark Office on the Principal Register or they have not been filed for registration, and we claim common law rights in them. All required affidavits and renewals have been filed.

Registration/ Serial Number	Word or Design Mark	Registry	Registration/ Filing Date	Status
5260255	WILD ROOTS® (word mark)	Principal	August 8, 2017	Registered.
N/A	(composite mark)	N/A	N/A	N/A
N/A	(composite mark)	N/A	N/A	N/A

Although we have a registered trademark for the name "WILD ROOTS," we do not have a federal registration for our principal trademark logo. Therefore, our logo does not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark logo, which may increase your expenses.

Registered Domain Names

We have registered the Uniform Resource Locators (domain names) https://wildroots.com and wildrootspreschool.com. You may not register or own a domain name, social media account, email account, etc., using our trademark or any derivative of our trademark in a domain name, and you may not create or register any domain name, social media, email, etc., in connection with your franchise business or the franchise system without our prior written permission.

Use of the Trademark

You must use all trademarks in strict compliance with our manuals and Wild Roots® system. You must promptly modify or discontinue the use of a trademark at your cost if we modify or discontinue it, and you have no rights to compensation or otherwise under the franchise agreement if we require you to modify or discontinue using a trademark. You cannot make application for registration for any of our marks or for any derivation of our marks. You cannot use the name "Wild Roots" as part of your corporate name, but you must use the name Wild Roots® as part of an assumed business name or dba ("doing business as") registered with the applicable governmental authority. This use is non-exclusive. You cannot make application for registration or other protection of Wild Roots® names, derivatives, or any other trademark used by us.

You may only use the trademarks with the letters "™" or "℠" or "®" as appropriate. You cannot use any trademark in the sale of any unauthorized product or service. You cannot use any other trademark as part of your franchise business that is not affiliated with us or approved by us. You must follow all security procedures required by us to maintain the secrecy of proprietary information.

Government Determinations Regarding the Trademarks

There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court or pending interference, opposition or cancellation proceeding, or pending material litigation involving the trademarks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the trademarks.

Superior Prior Rights and Infringing Uses

We are aware of a group in Folsom, California that has used our trademark for an unknown length of time in connection with offering children's educational opportunities, camps, and other activities. We are pursuing this unauthorized use of our marks. Other than the Folsom user, we are unaware of any superior rights in or infringing uses of the trademarks that could materially affect your use of the trademarks in your territory.

Protection Against Infringement

You are obligated to immediately notify us when you learn about an infringement of or challenge to your use of our trademarks. We will have the discretion to take the action we deem appropriate. If you use our trademarks in accordance with the franchise agreement, we will indemnify you against any legal action by a third party alleging infringement by your use of the trademark, and will reimburse you for all direct damages but not consequential damages (including, but not limited to, loss of revenue and/or profits) for which you are held liable in any proceedings arising out of the use of any trademark pursuant to and in compliance with the franchise agreement, and for all costs reasonably incurred by you in the defense of any claim brought against you or in any proceeding in which you are named as a party, provided that you have timely notified us of any claim or proceeding and have otherwise complied with the franchise agreement.

You may not contest, directly or indirectly, our right and interest in our trademarks, names or marks, trade secrets, methods, and procedures that are part of our business. Any goodwill associated with the trademarks or system belongs to us.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

You do not receive the right to use an item covered by a patent, and we do not have any pending patent applications with the United States Patent and Trademark Office. We do not own rights to, or licenses in, any patent that is material to the franchise system.

Copyrights

We have not registered our curriculum, manuals, or logos with the United States Copyright Office, but we claim a copyright and consider the information proprietary, and we, or our parent, or an affiliate, claim protected trade secrets and copyrights in parts of our franchise system. We claim other copyrights in sales literature and marketing materials that we or our franchisees develop for our use and for use by our franchisees, and your use of these materials will be limited to the uses required or allowed by us. We or an affiliate may develop software or apps. If so, we claim copyright protection on all such items. You must modify or discontinue the use of any copyright, at your cost, if we modify or discontinue it, at our reasonable discretion.

Proprietary Information

You may only use the proprietary information in our manuals and then only in connection with the system and only during the term of your franchise agreement. The manuals may not be copied. The manuals must be returned to us or permanently deleted by you upon termination, transfer or non-renewal of your franchise agreement. Portions of the "system," including certain processes, curriculum, products, customer lists, etc., are a trade secret or confidential and proprietary to us.

With regards to our proprietary information, the franchise agreement also provides that you will: (a) strictly follow all confidential security procedures required by us, (b) disclose this information to your employees only as needed to market our products and services; (c) not use this information in any other business; (d) exercise the highest degree of diligence to maintain this information as confidential; and (e) promptly notify us if you learn of any unauthorized use of our trade name, trade secrets or proprietary information. Your use of our proprietary information is limited to the uses required or allowed by us.

Agreements Regarding Patents, Copyrights, and Other Intellectual Property

Under a license agreement entered into between Wild Roots, LLC and us in 2024, we were granted the right to use and sublicense the patents, copyrights, and other intellectual property for 50 years. The license may be terminated for our default; however, all franchisees in good standing will be able to continue to use the Wild Roots® intellectual property through the end of their respective then-current franchise agreement term. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

Protection Against Infringement

You must also promptly tell us when you learn about unauthorized use of our copyrights, manuals, and any other proprietary information. We are not obligated to take any action but will respond to this information as we believe appropriate. We have the right to control any administrative proceedings or litigation.

So long as you use our patents, copyrights, manuals and any other proprietary information in compliance with the franchise agreement, we agree to indemnify you against and to reimburse you for all direct, but not consequential (including, but not limited to, loss of revenue and/or profits) damages for which you are held liable in any proceedings arising out of the use of our patents, copyrights, manuals, or any other proprietary information used pursuant to and in compliance with the franchise agreement, and for all costs reasonably incurred by you in the defense of any claim brought against you or in any proceeding in which you are named as a party, provided that you have timely notified us of any claim or proceeding and have otherwise complied with the franchise agreement.

Superior Prior Rights and Infringing Uses

We are aware of and are pursuing an unauthorized user in Folsom, California that has used our trademark for an unknown length of time in connection with offering children's educational opportunities, children's camps, and other activities for children under the Wild Roots mark. Other than as provided above, we are unaware of any superior rights or infringing uses of the copyrights or patents that could materially affect your use of the copyrights or patents in your territory.

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

Participation and "On Premise" Supervision

We recommend but do not require on-premises supervision by your operating principal. However, your operating principal must be your principal point of contact with us. Additionally, we require on-premises supervision by your center director who must be trained by us to manage your franchise business unless your operating principal acts as the full-time center director of the franchise business. All designated mangers must also be or become qualified or certified in early childhood education if required by local regulations.

Although we do not require your operating principal to be involved in the day-to-day on-premises management, your operating principal is required to participate in your franchise business as follows: (i) be directly responsible for overseeing all accounting, reporting and bookkeeping, and all financial components of the franchise business; (ii) attend and complete all training and retraining courses required by us; (iii) attend any annual or special meetings of franchisees required by us; (iv) be directly involved with site selection, construction, remodeling; (v) be directly involved in all personnel decisions affecting the franchise business; and (vi) conduct frequent inspections of the franchise business operations to ensure the highest standards of professionalism, cleanliness and a general pleasant appearance, and compliance with our approved methods.

Unless your operating principal acts as the full-time center director of the franchise business, your operating principal is not required to work a certain or minimum number of hours. However, your operating principal must work sufficient hours to operate your franchise or supervise your center directors so that your franchise business is operating at maximum capacity and efficiency. In addition, all vacations and extended breaks (lasting more than one day) must be pre-approved by us.

Who Must Attend and Successfully Complete Initial Training

Your operating principal and your center directors must attend and successfully complete our initial training program.

Restrictions on the On-Premises Supervisor

We do not put a limitation on whom you can hire as your on-premises supervisor. Your on-premises supervisor is not required to have an equity interest in the franchise business.

No Competing Enterprises

Neither you, your operating principal, nor your management employees can have an interest in or business relationship with any competing business during the term of the franchise agreement and must keep free from activities that would be detrimental to or interfere with the operation of your franchise business or detrimental to the franchise system. You, your partners, directors, members, shareholders, and operating principal must sign our standard principal brand protection agreement agreeing to protect and keep confidential our trade secrets and confidential information and to conform with the covenants not to compete described in Item 17 [franchise agreement exhibit A-4]. Your employees will also be required to sign a brand protection agreement. We provide you this form, but it is your responsibility to conform it to the laws and regulations of your state [franchise agreement exhibit A-5].

Required Operations

You must operate the franchise business at least 5 days per week throughout the year, Monday through Friday as designated by us (unless waived in writing by us) but, if you have the nanny placement service add-on and depending on your market or location and changes to the system, we reserve the right to require you to operate the nanny placement service add-on 7 days a week.

Personal Guarantees

Any individual who owns a 25% or greater interest in the franchise business (and their respective spouse or domestic partner) must personally guarantee the performance of all your obligations under the franchise agreement and agree to be personally bound by, and liable for, the breach of every provision of the franchise agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide and sell only those products and services specified and approved by us in writing. We do not currently have any restrictions or conditions that limit access to customers to whom you may sell goods or services. No product or service may be added to, altered, or discontinued by your franchise business unless it is first approved by us in writing. You must offer all products and services required by us. We reserve the right to add, modify, or delete products and/or services that you may offer. There are no limits on our right to do so. You must strictly follow our policies, procedures, specifications, methods and techniques concerning all our products and services.

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 or other Agreement	Summary
a.	Length of the franchise term	Section 2.1	The term is 10 years. The franchise term will begin upon signing the franchise agreement.
b.	Renewal or extension of the term	Section 2.2	If you are in good standing at the end of the franchise term, you may enter into a successor franchise agreement for up to three additional 5-year terms.

	Provision	Section in Franchise or other Agreement	Summary
c.	Requirements for franchisee to renew or extend	Section 2.2	In order to renew, you must, among other things, not be in default, pay a successor franchise fee, modernize your franchise business to the then-current standards, and sign the then-current franchise agreement. When renewing, you may be required to sign a contract with materially different terms and conditions than your original contract, including the possibility of a modified territory. You are required to give us notice of your intent to renew between 6 and 12 months prior to the expiration of your franchise agreement (subject to state law). If at the time for renewal we are not offering franchises in the US or cannot by law offer a renewal franchise to you, your existing franchise agreement will be extended for a one-year period. If, at the end of the one-year extension we still are not or cannot offer a renewal franchise to you, the franchise agreement will automatically expire, and you will not have any further renewal or extension rights.
d.	Termination by franchisee	Section 11.4	You have no unilateral right to terminate the franchise agreement. If breach a material provision of the franchise agreement and do not cure within a reasonable time, which in no event will be less than 90 days, after your notice to us, you may terminate 10 days after we receive notice of failure to cure and termination.
e.	Termination by franchisor without cause	Section 11.1	We must have cause to terminate the franchise agreement.
f.	Termination by franchisor with cause	Section 11.1	We can terminate if you materially breach and fail to cure. There are certain breaches for which we can terminate without giving you an opportunity to cure (see (h) below).
g.	"Cause" defined – curable defaults	Paragraphs 11.1 P-W	You have 24 hours to 30 days to cure certain material defaults of the franchise agreement.
h.	"Cause" defined - non-curable defaults	Paragraphs 11.1 A-O	Non-curable defaults include insolvency, bankruptcy, conviction of a felony, fraud, repeated defaults even if cured, under reporting gross sales twice in a 2-year period; loss of business license; harm or threat of harm to the public, abandonment, trademark misuse, etc.
i.	Franchisee's obligations on termination/non-renewal	Section 12.1	Obligations include complete de-identification, payment of amounts due, and compliance with the brand protection agreement, etc., (see also (r) below).

	Provision	Section in Franchise or other Agreement	Summary
j.	Assignment of contract by franchisor	Section 14.1	There are no restrictions on our right to assign.
k.	"Transfer" by franchisee - defined	Section 14.2	The definition of transfer by you includes the assignment and transfer of contracts, security interests, transfer of ownership interest, the sale of substantially all your assets, etc.
l.	Franchisor approval of transfer by franchisee	Section 14.2	We must approve all transfers, but we will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Sections 14.3 - 14.9	Conditions to transfer include you are not in default, all fees are current, new franchisee qualifies, transferee received our current franchise disclosure document, transfer and training fees are paid, purchase agreement is approved, training for the new transferee arranged, new transferee signs the then-current franchise agreement (which may include a modified territory), landlord consents to lease assignment, if necessary, a release is signed by you, etc. You must also coordinate with the transferee to ensure coverage at the location during the transferee's initial training. These conditions are subject to state law. (See state specific addenda.)
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.10	We can match any offer for your franchise business or business assets (excluding broker fees) within 30 days of written notice to us of the offer.
o.	Franchisor's option to purchase franchisee's business	Sections 13.1 and 14.13	Upon termination or expiration of the franchise agreement, we can elect to buy all or part of your business assets at fair market value within 90 days. Additionally, if we receive an offer to acquire a majority of the franchises or an offer to purchase a majority of our assets or stock, or to merge or go public or similar transactions, we have the option to purchase all your rights and interests in and under the franchise agreement and your franchise business at fair market value.
p.	Death or disability of franchisee	Section 14.11	Within 180 days of death or disability of your majority owner, your personal representative must be approved, and a new center director must be trained, if applicable, or the franchise must be assigned to an approved buyer.

	Provision	Section in Franchise or other Agreement	Summary
q.	Non-competition covenants during the term of the franchise	Section 16.1	No involvement in a competing business anywhere without our written consent. No solicitation, employment, or contract with any current or former employee or independent contractor of us or any other Wild Roots school at any time during the twelve-month period immediately prior thereto. Non-competition provisions are subject to state law.
r.	Non-competition covenants after the franchise is terminated, transferred or expires	Sections 16.3 – 16.4	No competing business for 3 years within your former territory, or within 15 miles of your territory, or within 10 miles of any other Wild Roots® franchise, company or affiliate owned Wild Roots® business (including after assignment). If you compete within the restrictive period, then this non-compete period will be tolled for the period of your competition. Non-competition provisions are subject to state law. For a period of 3 years from termination, transfer, or expiration of your franchise agreement, you may not solicit to or on behalf of a competing business any former customer of your franchise business that you serviced as a Wild Roots® franchisee, or customer/student of ours or of an affiliate or of another Wild Roots® with whom you interacted during the term of the franchise agreement.
s.	Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures and the manuals are subject to change by us.
t.	Integration / merger clause	Section 20.10	Only the terms of the franchise agreement are binding (subject to state law). All representations and promises outside the disclosure document and franchise agreement may not be enforceable. No provision in the franchise agreement is intended to disclaim the representations made in this Franchise Disclosure Document. Any representations or promises made outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Section 17.2	Except for certain claims, for all disputes, there must be a face-to-face meeting, mediation, and arbitration (see state specific addenda). All disputes must be resolved by arbitration in San Diego, California (subject to applicable state law).

	Provision	Section in Franchise or other Agreement	Summary
v.	Choice of forum	Sections 17.2 and 19.2	All dispute resolution must be held in the San Diego, California metro area or the county where our then-current headquarters is located (subject to state law).
w.	Choice of Law	Sections 19.1 and 19.5	California law, the Federal Arbitration Act, and the United States Trademark Act apply (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned 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.

The below tables represent an historic performance representation of Wild Roots Holistic Learning Cener, Inc., our affiliate-owned Wild Roots® unit in Temecula, California. The figures represent the period from January 1, 2023, to December 31, 2023, and were prepared on a cash basis. Our affiliate does not pay royalties and does not currently contribute to the brand fund; however, these fees have been imputed in the table below. Franchisees will be required to pay royalties and contribute to the brand fund.

January 1, 2023, through December 31, 2023

	Amount
Gross Sales[1]	$1,783,895.66
Total Adjusted Expenses[2]	$1,405,162.79
Imputed Royalty	$124,872.70
Imputed Brand Fund Contribution	$35,677.91
Adjusted Net[3]	$218,182.26

Notes

[1] The term "Gross Sales" means the total of all sales of all products, merchandise, goods, or services sold, traded, bartered, or rendered and income of every kind and nature, including the value of a trade or other bartering, arising from the location. "Gross sales" excludes (i) bona fide refunds to customers, (ii) sales taxes collected, and (iii) the sale of used equipment not in the ordinary course of business.

[2] The term "Total Adjusted Expenses" means all expenses incurred in the regular course of business, but excludes the following expenses: owner's gross salaries, gross salaries and wages for administrative staff that assists with the franchise administration, legal expenses related to the franchise documents, certain loans, and franchise system marketing.

[3] The term "Adjusted Net" means the sum of gross sales less the total adjusted expenses and imputed royalty and brand fund contribution.

Characteristics of the affiliate-owned location that may differ from your franchised business include: our affiliate-owned location's premises are approximately 8,000 square feet and contains six preschool classrooms and one elementary school classroom; it operates in southern California where the cost of living, including costs for early childhood schools and elementary schools, is higher than in many other locations, which allows our affiliate to charge higher rates to customers than you may be able to charge in another area; it has been managed by one of our principal officers, and has been in business since 2013. Other than the above, and not paying royalties or brand fund fees, our affiliate's location offers products and services similar to what our franchisees will offer, uses the same curriculum, and follows the same Wild Roots® system that our franchisees are required to follow.

The above financial performance representations do not reflect the costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

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

The information in this Item 19 was taken from financial statements from our affiliate-owned location. This financial performance representation was prepared without an audit. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, Wild Roots Franchising LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, 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 Brittany Ponce at Wild Roots Franchising LLC, 27655 Jefferson Avenue, Temecula, CA 92590, (951) 491-3049, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2021 to 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	0	+0
	2022	0	0	+0
	2023	0	0	+0
Company Owned	2021	1	1	+0
	2022	1	1	+0
	2023	1	1	+0
Total Outlets	2021	1	1	+0

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	2022	1	1	+0
	2023	1	1	+0

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years 2021 to 2023

State	Year	Number of Transfers
Total	2021	0
	2022	0
	2023	0

Table No. 3
Status of Franchised Outlets
For Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Total	**2021**	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned Outlets[2]
For Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Total	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1

Table No. 5
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
California	0	0-1	0
Texas	0	0-2	0
Total	0	0-3	0

List of Franchisees

Exhibit "C" contains a list of our current franchisees, and also contains a list of franchisees who have had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Disclosure of Franchisee Information

If you invest in this franchise, your contact information and financial information may be disclosed in our disclosure document.

Sale of Previously Owned Outlet

We are not selling a previously owned franchised outlet now under our control.

Confidentiality Agreements

During the last 3 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.

Franchisee Organizations

We do not know of any trademark specific franchisee organization associated with our system that is required to be disclosed in this Item.

ITEM 21
FINANCIAL STATEMENTS

Our fiscal year ends on December 31 of each year. Attached as Exhibit "B" are our audited financial statements dated December 31, 2023, and December 31, 2022, and our audited opening balance sheet dated July 31, 2022. The franchisor has not been in business for 3 years or more and cannot include all the financial statements required by the Rule for its last 3 fiscal years.

ITEM 22
CONTRACTS

We have attached the following contracts: as Exhibit "A," the Franchise Agreement and its Exhibits; and as Exhibit "F," the Form Release Agreement. All other contracts and agreements are to be entered into with persons of your choice and therefore cannot be attached.

ITEM 23
RECEIPT

The last 2 pages of this disclosure document contain a receipt, in duplicate. The receipt is a detachable acknowledgement that you have received this Franchise Disclosure Document. Both receipts should be signed and dated by you. One copy should be returned to us, and you should keep the other for your records. If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt by mailing it to Brittany Ponce, 27655 Jefferson Avenue, Temecula, California 92590, or by emailing it to info@wildrootsfranchise.com.

ADDENDUM TO THE WILD ROOTS FDD
STATE REGULATIONS

SCHEDULE "A-1"
TO THE FDD

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

1. The California Franchise Investment law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document at least 14 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first, a copy of the disclosure document, together with a copy of all proposed agreements relating to the sale of the franchise.

2. The California Franchise Relations Act, Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with California law, California law controls.

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

4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. You must sign a general release if you transfer, renew or terminate your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

8. Neither franchisor nor any person listed in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling this or these persons from membership in such association or exchange.

9. Section 31125 of the California Corporations Code requires the Franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, before a solicitation of a proposed modification of an existing franchise.

10. Our website at https://wildroots.com has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

11. The franchise agreement provides for waiver of a jury trial. This may not be enforceable in California.

12. **Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy.** Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

13. California's Franchise Investment Law (Corporations Code section 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

14. 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.

15. Franchisees owning 25% or greater interest must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

Item 5 is amended to include the following:

"Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under the franchise agreement or other agreements have been fulfilled by the franchisor and the franchisee is open for business."

16. Section 310.114.1(c)(1) –You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

EXHIBIT "A"
TO THE FDD

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

By and Between

WILD ROOTS FRANCHISING LLC

and

____

(Franchisee)

WILD ROOTS®
FRANCHISE AGREEMENT

TABLE OF CONTENTS

ARTICLE **PAGE**

Exhibits

WILD ROOTS FRANCHISING LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is entered into and made effective as of __________________________ by and between **WILD ROOTS FRANCHISING LLC**, a California limited liability company ("Franchisor" or "We," "Us" or "Our" as further defined in Article XXI below) and ____ ("Franchisee" or "You" or "Your" as further defined in Article XXI below).

WHEREAS, We have developed a system for the operation of a ______________ business known as Wild Roots®, utilizing the Marks and System, and offering to the public _____________ and other related products and services ("Franchise Business").; and

WHEREAS, You are desirous of entering into an agreement with Us so as to be able to obtain the rights to operate a Franchise Business using the System.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

ARTICLE I
AWARD OF FRANCHISE

1.1 Award of Franchise. We hereby grant to You, and You accept, subject to the terms, conditions and obligations herein, the non-exclusive, non-sublicensable personal right to establish and conduct a Franchise Business as a Wild Roots® franchisee and the right to use the System and the Marks only as specifically set forth herein. This right is granted for use only at a single location approved by Us ("Premises") within Your Territory listed on Exhibit "A-1" ("Territory"). You must operate Your Franchise Business in strict compliance with the terms and conditions of this Franchise Agreement and the Manuals.

1.1.1 Territory Boundaries. If no description of the Territory is specified on Exhibit "A-1", then (a) for a suburban location the Territory shall be deemed to consist of the area within three miles of the front door of Your Premises, or (b) for an urban location with one million or more people residing and/or working within the metro area at the time this Agreement is executed, there shall be no protected area. Except as set forth in this Agreement, during the term of this Agreement, We will not establish or operate a traditional company-owned outlet or grant to any person or entity a franchise within the Territory using the same or similar System as that licensed by this Agreement.

1.1.2 Territory Adjustment. We have the right to adjust the boundaries of Your Territory if the population in Your Territory increases by 50% or more as measured from the date of this Agreement, or if you choose to operate your franchise business with fewer classrooms than we recommend based on the size of Your Premises or location. In such case, any adjustment will not result in Your Territory having less than a population base of approximately 100,000 people, or a 3-mile radius from the front door of Your Premises, whichever is greater. We also have the right to adjust the boundaries of Your Territory based on inadvertent error in the creation of Your Territory, or in an effort to more accurately reflect the target population after Your Premises have been selected and approved, or for other reasons that We may specify from time to time in the Manuals.

1.1.3 Annual Minimum Capacity Requirements. Your rights under this Agreement are dependent upon Your achievement of an annual minimum capacity. Specifically, during the first year of operations, You must achieve a minimum of 50% capacity. Starting in the second year of operations, and for each year during the term of this Agreement, You must achieve and maintain a minimum of 75% capacity. If You do not achieve the minimum capacity at Your Franchise Business, You will be given a notice of default and a six-month period to cure by being on pace to hit the minimum capacity during this time. If You do not cure within the six-month cure period, We have the right to terminate this Agreement. We also have the right to allow You to continue to operate Your Franchise Business under the terms of this Agreement for up to three months while We broker the sale of Your franchise. If We broker the sale of Your franchise, We are entitled to a Our then-current Referral Fee (see Exhibit "A-3") to compensate Us for time and expenses to broker the sale of Your Franchise Business. You shall also be required to pay the required Transfer fee and training fee for Us to train the new franchisee. If Your Franchise Business has not been sold during the 3-month extension period, We have the right to immediately terminate this Agreement upon notice to You. You understand, acknowledge, and agree that the purpose of the minimum capacity requirement is not punitive, but is instead intended to ensure that the Marks and System are adequately represented and supported within the Territory.

1.2 Scope of Franchise Operations. You must at all times comply with Your obligations hereunder and must continuously use Your best efforts to promote and operate Your Franchise Business. You are required to have a minimum of 5 classrooms and one art studio as part of Your Franchise Business. Depending on the size and location of Your Premises, We may recommend a higher number of classrooms.

1.3 Our Reservation of Rights. All rights not specifically granted to You in this Agreement are reserved to Us. You expressly acknowledge and agree that this license is non-exclusive, and that We retain, among other rights, the right, in Our sole discretion: 1) to establish and license others to establish and operate Wild Roots® businesses outside Your Territory; 2) to operate and license others to operate businesses anywhere that do not operate under the Wild Roots® brand name; and 3) to use the Marks and other marks in connection with the manufacture and sale of products at wholesale and at retail.

1.3.1 Captive Market Outlets. We reserve the right to open or sell franchises for outlets through captive markets within Your Territory. These outlets may Include locations at enclosed shopping centers, institutions (such as hospitals, employer- or community sponsored schools), large employers, airports, train stations, parks (including amusement theme parks), convention centers and other facilities or venues where events are scheduled, government buildings, supermarkets, college campuses, military bases, Native American reservations, department stores, business parks, shopping centers with at least 400,000 square feet of leasable space and other similar locations

1.4 Rights to Use Channels of Distribution. Except for the rights expressly given to You, there will be no limitation on Our rights to deal with potential or actual customers located anywhere. We and Our affiliates expressly reserve the right to Market in Your Territory and elsewhere using Marketing strategies and distribution channels Including the Internet, websites, social media, direct marketing, and co-branding with other outlets. We do not pay You for soliciting or accepting orders for any products or services We make anywhere, Including inside Your Territory.

1.5 Restriction of Territory Rights. The rights and privileges granted to You under this Agreement are personal in nature. This Agreement is granted solely for the operation of a Franchise Business at the Premises and do not extend to the operation of a Franchise Business or any other use of the System from any other location within or outside Your Territory, or in any other manner, except as may be allowed by this Agreement and Our Manuals. You may only provide services to customers at the Premises. You cannot operate any other business from the Premises other than the Franchise Business.

ARTICLE II
TERM AND SUCCESSOR FRANCHISE

2.1 Term. This Agreement will be effective when executed by both You and Us. The franchise term will be for a period of 10 years unless terminated earlier pursuant to Article XI herein. If We are required by law or otherwise to give You notice before the Termination of this Agreement and fail to do so, this Agreement will remain in effect from month-to-month until We have given the required notice.

2.2 Successor Franchise. You have the right to be awarded a successor franchise ("Successor Franchise") upon the expiration of the original term for up to three additional five-year terms if all the following conditions are met at the time You elect to renew: 1) You are not in default of this Agreement; 2) You have complied with and timely met material terms and conditions of this Agreement throughout the initial term; 3) You have complied with Our material operating and quality standards and procedures and any required modification to such standards and procedures; 4) You have timely paid all monetary obligations owed to Us during the term of this Agreement; 5) You are not subject to any pending litigation or governmental proceeding which could have a material adverse effect upon You or Your Franchise Business; and 6) You give Us written notice of Your intent to renew at least six months and not more than 12 months prior to the expiration date of the term hereof. Your failure to give such notice will constitute an election not to enter into a Successor Franchise Agreement (defined below). If You fail to enter into a Successor Franchise Agreement for any reason but continue to operate Your Franchise Business, at Our election, You will be deemed to have renewed on a month-to-month basis, requiring You to abide by Our then-current Fees. In addition to Our rights to terminate as set forth in Article XI, Your month-to-month Franchise Business may be terminated by Us upon 30 days' prior written notice to You for any reason whatsoever.

2.2.1 Commencement Date for Successor Franchise Term. Unless another date is specified in a Successor Franchise Agreement, which date will supersede, said Successor Franchise term, Including any month-to-month term, will commence on the day following the expiration date of the initial or applicable Successor Franchise term.

2.2.2 Notice of Non-Approval. Upon receiving Your election to enter into a Successor Franchise, We will have 45 days to provide written notice in the event You do not qualify for a Successor Franchise or as otherwise required by law.

2.2.3 Successor Franchise Agreement. If approved as a Successor Franchise, You must execute Our then-current form of Our successor franchise agreement ("Successor Franchise Agreement"). The Successor Franchise Agreement Includes personal guarantees and a general release of all claims against Us (existing at that time) arising from this Agreement, the relationship created herein, and Your Franchise Business. If You fail to execute such a release, the signing of the Successor Franchise Agreement will be the equivalent of the granting of such a release. The Successor Franchise Agreement will supersede in all respects the terms and conditions of this Agreement, and You shall pay royalties and other continuing Fees at the then-existing levels required to be paid by new franchisees. You must sign and return to Us the Successor Franchise Agreement at least 90 days prior to the expiration of this Agreement, or You will, at Our election, be deemed to have withdrawn Your request to enter into a Successor Franchise Agreement. **You acknowledge that You will be bound by the form of the Successor Franchise Agreement in effect at the time which may contain Fees and charges, territorial, and other changes in material provisions different from those contained in this Agreement, Including terms affecting payments to Us or Our affiliates.**

2.2.4 Successor Franchise Fee. If approved for a Successor Franchise, You shall pay to Us a non-refundable Successor Franchise Fee set forth in Exhibit "A-3," payable in full at the time of execution of the Successor Franchise Agreement.

2.2.5 Upgrading Your Franchise Business. As a condition to Us approving You entering into a Successor Franchise Agreement, at Your expense, You are required to Update Your Franchise Business and Premises to the extent and in the manner specified by Us to conform with and bring it up to the standards, image, and capabilities of new Wild Roots® businesses being opened at the time the Successor Franchise takes effect. Unless otherwise waived by Us, such improvements must be made within six months of signing the Successor Franchise Agreement. You shall make all necessary arrangements to continue the occupancy of Your existing Premises through the Successor Franchise term(s) unless We give written permission to relocate Your Premises.

2.2.6 Successor Franchise Training. As a condition to Us approving You entering into a Successor Franchise Agreement, Your Operating Principal, and/or other key personnel may also be required to attend and successfully complete trainings, certifications, and other programs at such times and locations as We specify. You may be required to cover the expense of travel, meals, lodging, and other related costs for such training and certifications.

2.2.7 Unable to Offer Successor Franchise. Notwithstanding the preceding paragraphs of this Section, if at the time You provide Your notice of desire to enter into a Successor Franchise Agreement, We are no longer offering franchises in the United States, or not able by law to offer a successor agreement to You, then this Agreement will automatically be extended for a period of one year. If at the end of the one-year extension, We still have not offered franchises in the United States, or We are unable by law to offer a successor franchise to You, this Agreement will automatically terminate unless further extended by mutual consent, which consent We can withhold for any reason.

ARTICLE III
INTELLECTUAL PROPERTY

3.1 Intellectual Property and Confidential Information. You acknowledge that: 1) as between You and Us, We have the sole rights in and to the Intellectual Property and Confidential Information; 2) Your right to use the System is granted by Us solely pursuant to the terms of this Agreement; and 3) as between You and Us, We have the sole right to license and control Confidential Information and Intellectual Property. Our Intellectual Property and Confidential Information provided to You by or through Us will remain Our sole property. You acknowledge that Our Confidential Information and Intellectual Property are unique and/or confidential and contain trade secrets and other material proprietary to Us.

3.2 Use of Confidential Information and Intellectual Property. You have a non-exclusive right to use the Confidential Information and Intellectual Property and only in connection with Your Franchise Business and in accordance with Our Manuals and this Agreement. You understand and agree that the use of Our Confidential Information, Intellectual Property, and goodwill are all temporary benefits and expire with the Termination of this Agreement. You expressly covenant that during the term of this Agreement and after the Termination thereof, not to: 1) directly or indirectly contest or aid in contesting the validity of Our ownership of, or rights in, the Confidential Information or Intellectual Property; 2) in any manner interfere with or attempt to prohibit Our use of the Confidential Information or Intellectual Property and derivatives thereof or any other name, trademark or service mark that is or becomes a part of Our System; or 3) interfere with the use of Our Confidential Information or Intellectual Property by Our other franchisees or licensees at any time.

3.3 Our Marks. You acknowledge that as between You and Us, the Marks and derivatives thereof are valid trade names, trademarks and service marks owned by Us or licensed to Us.

3.4 Use of Marks and System. You have the non-exclusive right to use Our Marks and the System as directed by Us. You shall only use Our Marks licensed by this Agreement and only with the letters "TM," "SM" or "®," as appropriate, approved and as instructed by Us, whenever and wherever such Marks are used. You shall not use Your own name or any other name service or product in connection with any of Our Marks without Our prior written consent. You are prohibited from using any Mark in connection with the performance or sale of any unauthorized service or product. If You use any Mark with any unauthorized produce or service, You shall pay a Fee for each instance of non-approved use (see Exhibit "A-3"). You cannot use the Marks or System in any manner, or otherwise take any action (or inaction) that would or may cause the Marks or the System to be subject to any ill repute or negative publicity. You cannot use the Marks on any intercompany documents to identify Your Franchise Business or entity (Including in or on employee manuals, handbooks, emails, letterhead) or on business checks or bank accounts. All communications with Your employees must be under Your entity name.

3.4.1 Cooperation. You shall execute any and all additional papers, documents and assurances in connection with the Marks as reasonably requested by Us and agree to cooperate fully with Us and any of Our other franchisees or licensees in securing all necessary and required consents of any state agency or legal authority for the use of the Marks or any other name, trademark, service mark, logo or slogan that is now or later becomes a part of Our System. You shall immediately notify Us as soon as You become aware of any infringement or apparent or alleged infringement of the Marks, Our Confidential Information, or any part of Our Intellectual Property.

3.4.2 Use in Marketing. The use of the Marks in Marketing is set forth in Article X.

3.4.3 Modification of Marks. We have the right, in Our reasonable discretion, to require You to change, modify, or discontinue the Marks or to use one or more additional trademarks, service marks, logos, and/or other symbols in connection with the operation of the Franchise Business. In that event, You must bear the cost of using such additional or modified Marks or items in accordance with Our reasonable directives.

3.4.4 No Registration. You cannot make application for registration, domain name, or other protection of any of the Marks, or any other trademarks, service marks, symbols, names, slogans, logos, trade names, abbreviation, acronym, or phonetic or visual variation of the Marks, or any items that are similar or derivatives therefrom in any jurisdiction without Our prior written consent and then only upon the terms and conditions specified by Us in connection therewith.

3.5 Copyrights. All right, title and interest in and to Copyright Materials are Our sole and exclusive property and cannot be reproduced or replicated either during or after this Agreement. You have no rights to make any direct or indirect use of the Copyrighted Materials except as allowed under this Agreement.

3.6 Sole Control. As between You and Us, We will have the sole control over any legal or administrative action concerning the Confidential Information or Intellectual Property. You must promptly notify Us in writing of any unauthorized use of Our Confidential Information and Intellectual Property, or of any claim, demand or suit by any person, corporation or other entity based upon or in connection with any of Our Confidential Information or Intellectual Property licensed hereunder in which We have an interest. If You use Our Confidential Information and Intellectual Property in accordance with this Agreement, then (i) We will defend You (at Our expense) against any legal action by a third party alleging infringement by Your use of Our Confidential Information or Intellectual Property, and (ii) We will indemnify You for expenses and damages if the legal action is resolved unfavorably to You.

3.7 Goodwill. All goodwill associated with the Marks and the System belongs exclusively to Us. You acknowledge that valuable goodwill is attached to the Marks and System, and that We have invested and continue to invest time and capital into promoting the System and that such promotion creates goodwill and customer association which benefits Us, You, and all other franchisees in the System. Furthermore, even goodwill associated with the Marks and System that might be deemed to have arisen through Your activities is Our sole property and inures directly and exclusively to Our benefit, except as otherwise provided herein or by applicable law.

3.7.1 Customer Data. All Customer Data is Our sole property and inures directly and exclusively to Our benefit. You have a royalty-free, non-exclusive right to use the Customer Data during the term of this Agreement. You must gather, upload, and/or store all Customer Data as required by Us. To the extent that We do not otherwise have access, You must provide Us copies of all Customer Data upon request. You must abide by all applicable laws pertaining to the privacy of consumer, employee, and transaction information, and do-not-contact laws. If We allow You to use the Customer Data to transmit advertisements to customers and potential customers, You are solely responsible to comply with the laws pertaining to calling or texting customers, the sending of emails, or any other transmission of information, Including any anti-spam legislation.

3.8 Fictitious Business Name. You must not use Our Marks or any other name similar thereto in the name of any partnership or entity owned or formed by You, whether to own or operate Your Franchise Business or otherwise. However, within 30 days of signing this Agreement, You must file for a certificate of assumed or fictitious name or a "doing business as" name ("DBA") using our Marks as designated by Us, and in the manner required by state law so as to notify the public that You are operating Your Franchise Business as an independent business pursuant to this Agreement and must Include Your assigned franchise designation in such filing. You must provide Us with a copy of Your DBA registration and/or certificate upon receipt of the same, and upon Our request from time to time.

3.9 Maintaining Secrecy. You shall: 1) fully and strictly adhere to all security procedures prescribed by Us in Our sole discretion for maintaining the secrecy of Our Confidential Information; 2) disclose such information to Your employees only to the extent necessary to Market Our products and services and for the operation of the Franchise Business in accordance with this Agreement; 3) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Us; and 4) exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term of this Agreement.

3.10 Changes to the System. You shall fully disclose all Innovations to Us, without disclosing the Innovation to others and shall obtain Our written approval before using or implementing an Innovation. All Innovations are owned by Us and considered a "work-made-for-hire." If all or part of any Innovation that You create is for any reason deemed not to be a work-made-for-hire, then You hereby irrevocably transfer and assign to Us or Our affiliate all right, title, interest and ownership, Including license rights, in the Innovation, and You agree to sign (or have the creator sign) any document necessary to effectuate the transfer and assignment. To the extent You have any moral or similar rights in an Innovation or derivative thereof, You expressly waive those rights. Any Innovation may be used by Us and all other franchisees without any obligation to compensate You. We reserve the right to make application for and own Intellectual Property relating to any Innovation, and You shall cooperate with Us in securing these rights. We may also consider an Innovation as part of Our trade secret. At Our discretion, We may authorize You to utilize Innovations that may be developed by You, Us, or other franchisees.

3.11 Association with Causes; Co-Branding. You cannot, without first receiving Our written approval, in the name of the Franchise Business or in any manner associated with the Marks: (i) donate money, products, or services to any charitable, political, social, religious, or other for-profit or non-profit organization, cause, or position; or (ii) act in support of or against any such organization, cause, or position. You cannot "co-brand" or use the Marks or Your Franchise Business to associate any other business activity in a manner which is likely to cause the public to perceive the activity to be related to or sponsored by the brand or System.

3.12 Consent to Use of Likeness and Your Franchise Business. You agree that We have the right to use the likeness (Including photographs or videos containing images) of: (a) You; and Your Franchise Business for any purposes relating to the promotion or marketing of the System or Marks.

ARTICLE IV
CONSTRUCTION, COMMENCING OPERATIONS, AND LEASE

4.1 Location of Premises. You must select a site within the designated search area listed on Exhibit "A-1" ("Search Area"). You must have a site approved by Us within 45 days of signing this Agreement. If We do not approve Your initial proposed site, You shall have an additional 30 days to locate an approved site, in which case the deadlines in sections 4.2 through 4.4 below shall be extended by 30 days. Although We must approve of Your site, We do not warrant or guarantee the success of the site. You must not commit to purchase or lease any real property or commence construction unless and until You have Our written approval of the proposed location. Your Premises must strictly comply with local zoning, state and federal laws, rules, and regulations.

4.1.1 Location Approval. We must approve Your proposed site. However, it is Your responsibility, at Your sole cost and expense, to select the site within the Search Area. You must provide Us with the street address of the proposed site and such other information as We request, Including pictures or existing brochures of the proposed site. **We do not prepare demographic studies or otherwise evaluate the need for Our products and services in Your Territory, nor do We provide You with a site checklist or other similar information.** Site approval or disapproval should be completed by Us within 30 days after You have submitted a proposed site to Us.

4.2 Lease. A Lease must be in place within 4 months from the date of this Agreement. We do not assist You in negotiating the Lease; however, We must receive 15 days to review Your Lease before it is signed. You must also deliver an executed copy of the Lease to Us within 15 calendar days after execution.

4.2.1 Assignment of Lease. You hereby assign and transfer all rights and interest in and to the Lease to Us to be effective upon Our election when this Agreement Terminates or if You do not cure a default under the Lease. In such an event, We will have the right, but not the obligation, to accept the assignment and assume the Lease or execute a lease with You as provided below. We also have the right to assign the Lease to another franchisee or an affiliate of Ours. If You own the Premises, You hereby agree to lease the facilities to Us upon Termination of this Agreement at a rate not to exceed its fair market rental value, and on commercially reasonable terms and conditions. Your Lease must Include a provision allowing the assignment of the Lease to Us or Our nominee, at Our option, in the event this Agreement is Terminated for any reason, and You are required to have Your landlord sign the attached Lease Rider before the Lease is signed. The Lease Rider is attached hereto as Exhibit "A-6."

4.2.2 Assumption of Lease. We will have 30 days from the date of Termination of this Agreement, to exercise Our right and option to take and assume the Lease for the Premises. If the option is exercised, We will notify You and the Landlord of Our exercise within the option period. In such event, You agree to bring all obligations under the Lease current as of the date of possession by Us as well as to indemnify Us against all losses and costs arising by virtue of, attributable to, or in any way related to the period of Your possession of the Premises. All taxes, utilities and rentals will be prorated between Us and You as of the date of Our possession. We will not be obligated to pay Your arrearages. After the date of possession, We agree to indemnify You against all Lease obligations solely attributable to the period of Our possession of the Premises. You agree that no compensation for the Lease is payable by Us to You unless the Premises are owned by You. The Lease will be transferred to Us without the payment of any kind to You by Us for the Lease other than the indemnification provided above.

4.2.3 Lease Renewal Fee. We must review and approve Your Lease prior to any renewal or modification to ensure all required provisions are included, and not as a review, approval, or guarantee as to the general terms. You shall pay Us the required Fee for this Lease review (see Exhibit "A-3") prior to signing any renewal or modified Lease. We may require You to Update Your Premises to the extent and in the manner specified by Us to conform with and bring it up to the standards, image, and capabilities of new Wild Roots® franchise businesses, as part of Our Lease review.

4.3 Construction. Any construction of the Premises must be done in strict accordance with the specifications approved by Us, but it is Your responsibility to verify that the plans conform to federal, state, and local laws. We do not assist in the actual construction, remodeling, or decorating of Your Franchise Business. However, if You pay for the Optional Classroom Set-Up Fee, We shall assist with the setup of

Your classrooms. You must commence construction within two months from the signing Your Lease, and construction must be completed within four months from the date construction is started.

4.3.1 Design of Premises. At Your own expense, and unless waived in writing by Us, You are required to follow Our interior and exterior design standards and specifications. We provide You preliminary layout/design plans for Your Franchise Business. You must adapt these plans at Your expense in accordance with local, state and federal laws, rules and ordinances, for Your specific Premises. All changes and modifications to the plans We provide must be approved by Us in writing prior to Your commencing construction. You must use a local architect. You are also responsible for obtaining any required permits.

4.3.2 Setting Up the Premises. You shall arrange the fixtures, signs, furniture, equipment, and décor of the Premises in strict compliance with the format and color schemes recommended by Us and to work with Our approved suppliers providing such items. We must approve Your Premises setup prior to opening, and if any elements of the Premises do not meet Our specifications, You will, at Your cost, be required to make the required adjustments.

4.3.3 Abandonment of Construction. Abandonment of construction or stoppage of construction for six or more weeks due to Your fault or neglect will be grounds for terminating this Agreement.

4.3.4 Approval of Construction. You may not operate Your Franchise Business if construction, improvements and fixturization do not conform to Our approved specifications and failure to correct any unauthorized variance for such plans and specifications within 30 days after written notice from Us will be grounds for terminating this Agreement. We have the right to supervise and inspect all construction to assure compliance with approved plans and specifications.

4.4 Commencing Operations. You are required to commence operations not later than 60 days following completion of Your Premises and in no case later than 12 months from the date of this Agreement. You shall notify Us in writing at least 30 days before You intend to open the Franchise Business to the public. Before opening, You must satisfy all the following conditions: 1) You are in compliance with this Agreement; 2) You have obtained all applicable governmental permits, licenses, certificates of occupancy, and authorizations; 3) the Franchise Business conforms to all applicable System standards; 4) We have inspected and approved the Franchise Business, which may be done virtually, at Our discretion; 5) You have hired sufficient employees; 6) the required personnel have completed all Our required pre-opening trainings and certifications; and 7) We have given You Our written approval to open, which will not be unreasonably withheld.

4.5 Relocation of Premises. You are not allowed to relocate Your Premises without Our prior written approval. Approval to relocate will be based upon the same criteria used in approving a new franchisee's proposed site. You must pay Us a relocation Fee to cover Our costs to review and approve the relocation along with Our then-current relocation opening training Fee, plus Our expenses for transportation, food and lodging for each representative. See Exhibit "A-3". You must demonstrate the financial ability to relocate as part of Our approval process. We have the right to deny a request for relocation in Our sole discretion.

4.6 Failure to Meet Deadlines. If You fail to meet a deadline and fail to cure, Including our disapproval of a proposed site location, or if We cannot agree on a site, or delays due to city permits and licensing outside Our control, this Agreement is subject to Termination by Us, at Our option without a refund. However, You may be granted an extension at Our discretion if You demonstrate a good faith effort in complying with this Article.

ARTICLE V
FEES AND REPORTS

5.1 Initial Franchise Fee. You shall pay Us the initial franchise fee listed in Exhibit "A-3" in one lump sum at the time of execution of this Agreement. The initial franchise fee must be paid by wire transfer or certified check. The initial franchise fee is fully earned by Us and is non-refundable. No rights or privileges under this Agreement exist until the initial franchise fee is paid in full.

5.1.1 Optional Classroom Set-Up Fee. You may request and We may, in Our sole discretion, agree to provide certain assistance to You with the set-up and organization of your classroom(s)' materials (*e.g.* books, supplies, and other materials) ("Optional Classroom Set-Up") after you have completed construction of the Premises and installation of Your equipment. If We elect to provide classroom setup assistance, You will pay Us a per classroom fee (You must request a minimum of three classrooms for Us to agree to assist with setup) for two days with two of Our representatives to provide this assistance. For larger classrooms that take longer than two days to set up, there will be an additional daily fee, per classroom. See Exhibit "A-3" for Optional Classroom Set-Up Fees. Once We have agreed to assist with classroom setup, You will be required to pay the full set-up fee, based on the total number of classrooms with an anticipated 2-day set-up. The fee is due prior to Our providing any setup assistance. Additional fees, if any, must be paid upon completion of providing these services. You are solely responsible for having all furniture assembled prior to Our arrival. Furniture assembly is not part of the set-up fee or classroom assistance. Regardless of Us offering set-up and organization assistance to You, You are solely responsible for purchasing all classroom materials, furniture, and equipment required for use in Your Franchise Business.

5.1.2 Additional Franchises. After Your first full year of operations, and during the remaining term of this Agreement, You may purchase the right to open an additional Wild Roots® franchise business by paying an initial franchise fee that is reduced by 20% from Our then-current initial franchise fee, and You must sign Our then-current franchise agreement (see Exhibit "A-3"). This option will only be available to You if there are franchise territories available, You meet our then-current criteria for new franchisees, You are current and not in default of this Agreement, and, at Our sole discretion, We determine to sell You another franchise. You will be required to sign Our then-current franchise agreement, which may have material terms different from this Agreement.

5.1.3 Nanny Placement Service Add-On. After Your first full year of operations, and during the remaining term of this Agreement, You may purchase a Wild Roots® Nannies center and offer nanny placement services for an additional franchise fee of $15,000, and You will be required to sign Our then-current agreement for nanny placement services. This option will only be available to You if You meet Our then-current criteria for adding nanny placement services, You are current and not in default of this Agreement, and, in Our sole discretion, We determine to sell You the add-on nanny placement service.

5.1.4 Elementary School Service Add-On. After Your second full year of operations, and during the remaining term of this Agreement, You may purchase a Wild Roots® elementary school as an add-on to the early childhood education center, but not as a standalone school, for an additional franchise fee of $15,000, and You will be required to sign Our then-current agreement for adding elementary school services and curriculum as part of Your existing education center. This option will only be available to You if You meet Our then-current criteria for adding elementary school curriculum and services, You are current and not in default of this Agreement, and, in Our sole discretion, We determine to sell You the elementary school add-on.

5.2 Royalty. You shall pay Us a non-refundable, on-going royalty as listed in Exhibit "A-3." The royalty is in consideration of Your right to use Our Intellectual Property and certain Confidential Information in accordance with this Agreement and not in exchange for any specific services We render.

5.2.1 Change in Law. In the event there is a change in the law or a discovery of a law affecting the collection of payments to Us, You agree to allow Us to modify the definition of "Gross Sales" and the calculation of other Fees due to Us in order to comply with the law. However, in no event will the modification of the term "Gross Sales" or the calculation of other Fees due to Us result in Your payment in excess of the Fees listed in Exhibit "A-3."

5.3 Marketing Fees.

5.3.1 Brand Fund. You shall pay Us the Marketing fee listed in Exhibit "A-3" for Our Marketing programs as further described in Section 10.1 below. This fee is payable on the same terms as the royalty. Upon 60 days' written notice to You, We may increase this amount up to 3% of Your Gross Sales. This increase may be done at one time or in stages. The Brand Fund Fees are deposited into a separate bank account specifically designated for Our Marketing activities.

5.3.2 Local Marketing. You must also allocate and spend an amount of Your Gross Sales for local Marketing programs every calendar quarter in Your Territory. This amount is listed in Exhibit "A-3". We may increase Your local Marketing requirement and may be increased at one time or in stages. We reserve the right to increase the minimum local Marketing requirement if We determine, in Our sole discretion, that to do so will be in the best interest of the System. We also reserve the right at any time to require You to pay Your local marketing requirement to Us or to a designated or approved supplier. We may increase the local marketing requirement amount upon 60 days' notice to You. If You fail to spend the required local marketing amounts, We have the right to require You to pay all unpaid amounts into the Brand Fund.

5.3.3 Marketing Cooperative. In the event a local or regional marketing cooperative is formed, You will be required to contribute to the marketing cooperative as established and assessed by the marketing cooperative. See Section 10.2 below.

5.3.4 Opening Marketing. You are required to pay Us $20,000 to $25,000 depending on the size of Your Franchise Business, to promote Your grand opening. This amount is paid to Us at least three months prior to Your scheduled opening. We will use this amount on local Marketing to promote the opening of Your Franchise Business, and to develop an opening marketing plan on Your behalf. If You purchase any add-on services, You shall pay Us an additional grand opening Marketing Fee per add-on service purchased to promote the new service (see Exhibit "A-3").

5.4 Calculation and Reporting. The calculation, reporting and payment of the Fees specified in Sections 5.2 and 5.3 above will be made as follows:

5.4.1 Gross Sales Report and Other Reports. See Section 5.5 below.

5.4.2 Payments; Due Date. Royalties and Brand Fund Fees are due on Sunday of each week. All payments to Us must be paid in accordance with Our then-current electronic funds transfer, ACH or other automatic withdrawal program or as specifically directed by Us. Currently, the Fees as shown and calculated on the Gross Sales Report are due and payable and must be received by Us or credited to Our account by pre-authorized bank debit and automatically withdrawn from Your Operating Account. Our current ACH agreement is attached hereto as Exhibit "A-7" and may be modified by Us at any time in Our sole discretion. You shall pay all service charges and fees charged to You by Your bank so that We may electronically debit Your bank account. We reserve the right to change the payment due date or require an alternative payment frequency payment for any or all Fees in the future. You agree that Your obligation to pay all Fees due under this Agreement are absolute and unconditional.

5.4.3 Operating Account. You shall not have more than one Operating Account associated with the Franchise Business. If You fail to timely report Gross Sales, We may automatically sweep or debit an estimated amount of Fees due to Us. You shall pay Us any amount owing if We underestimate Your payment to Us, and We will credit You with any overage that We charge. You must maintain adequate working capital reserves sufficient to maintain payroll each month for the first six months of operations. After the first 6 months, You shall maintain the greater of $30,000 or Your monthly payroll amount at all times, provided that in any 30-day period, the Operating Account may have less than this required amount for a period of not more than five days. You are required to provide Us with view-only access to Your Operating Account.

5.4.4 Late Fees; Insufficient Funds Fee. You will be charged a late Fee if a required Fee, payment to Us or an affiliate, or report is not timely received by Us or an affiliate (see Exhibit "A-3), and You will be charged per bounced check or insufficient funds transfer. See Exhibit "A-3." These Fees are due upon demand or with the next royalty payment. These amounts may be adjusted by Us from time to time in the Manuals.

5.4.5 Interest. In addition, all Fees not paid when due will be assessed and accrue interest from the due date to the date of payment, both before and after judgment at the rate of 2% per annum or the maximum rate allowed by law, whichever is less. In no event will any amount be charged as interest or late fees that otherwise exceeds or violates any applicable legal restrictions. Unpaid interest charges will compound annually.

5.4.6 Sales or Use Tax. If there is hereafter assessed any nature of sales tax or use tax or other value added tax on Fees that You pay to Us, You shall also pay Us the applicable tax when invoiced.

5.5 Reports and Financial Statements. You must submit the following reports by the following due dates. We reserve the right to require all reports to be submitted at more frequent intervals.

TYPE OF REPORT	DUE DATE	REMARKS
Gross Sales Report	Same due date as royalties, or as otherwise designated by Us	This report must include the prior week's sales of the immediately preceding week showing all monies received or accrued, sales or other services performed, and such other information concerning Your financial affairs, as We may reasonably require.
Profit and Loss Statement	The 15th day of each month, or as otherwise designated by Us	Must be in the format and include the line items as required by Us.
Local Marketing Report	Within 15 days of each calendar quarter	Must be submitted in the format We may require.
Financial Statements	Within 75 days after the end of each fiscal year	Must be submitted in accordance with the standard profit and loss statement template and balance sheet template required by Us. This is a complete financial statement for the preceding calendar year, Including profit and loss statement and balance sheet.
State Tax Return	Within 15 days of submission	We may choose to require this at any point during the term of this Agreement.
Federal Tax Return	Within 15 days of submission	We may choose to require this at any point during the term of this Agreement.
IRS Form 941 (Employer's Quarterly Federal Tax Return)	Within 15 days of submission	We may choose to require this at any point during the term of this Agreement.

TYPE OF REPORT	DUE DATE	REMARKS
Other Reports	Upon request	Those additional reports that We may from time to time require, Including by way of example and not limitation, sales and cost data and analyses, advertising budget, expenditures, etc.

5.5.1 Access and Use of Financial Records. We or Our certified public accountants or other duly authorized agents, have the right during normal business hours to conduct computer and other audits and to examine and make copies of Your books, records, financial statements and sales and income tax returns, and You must keep complete and accurate books and records of the operation of Your Franchise Business. You shall provide Us with access to, or copies of, all financial records in the time We require.

5.5.2 Audit of Books and Records. If any audit or investigation discloses a deficiency of 2% or more of the Gross Sales in the computation or payment of Fees due to Us, You shall immediately pay Us the amount of the deficiency, the appropriate Fee for late charges, and You shall reimburse Us for the total expense of the audit or investigation, Including the charges for the accountant and the travel expenses, room, board, and other costs incurred in connection with the audit (see Exhibit "A-3"). Your failure to report Gross Sales for any period, or Your failure to retain and have available, readable, and organized required records will be deemed an understatement by more than 2%.

5.6 Application of Payments. We can apply any payments received from You to any past due or then-current indebtedness of Yours for any payments owing to Us.

5.7 No Refunds. The Fees set forth in this Agreement are not refundable.

5.8 Funding. You are solely responsible for obtaining all funding for Your Franchise Business. Failure to obtain sufficient initial funding for opening Your Franchise Business is grounds for termination of this Agreement.

5.9 Non-Compliance Fines. In Our sole discretion, as an alternative to placing You in default, as determined on a case by case basis, Including for failure to cure a prior default even if a fine has been imposed, We may issue You a fine for certain violations of this Agreement and/or the Manuals. See Exhibit "A-3." If You do not correct the violation within the time required by Us, We have the right to put You in default. We are not obligated to charge You a fine before putting You in default. All fines and charges are to be paid upon billing or in accordance with Our electronic funds or automatic withdrawal program, if established. These fines are paid to Us to reimburse Us for Our administrative and management costs for Us to address the violation, are not a penalty or estimate of all damages arising from Your breach and are not Our sole remedy. Our decision to impose or not to impose a fine for Your non-compliance does not constitute a waiver of any other right that We may have under this Agreement, Including Termination of this Agreement.

5.10 Webpage and Social Media Maintenance Fee. In the future We may require You contribute a weekly or monthly fee to maintain Your presence on Our website or other Social Media.

ARTICLE VI
FRANCHISEE'S OPERATIONAL COVENANTS

6.1 Business Operations. In addition to other obligations, requirements, and covenants set forth in this Agreement:

6.1.1 Compliance with Applicable Laws. You are solely responsible for ensuring compliance with all applicable laws, ordinances and regulations or ruling of every nature whatsoever which in any way regulate or affect the operation of Your Franchise Business. You must also comply with federal, state, and local health and consumer protection laws and regulations governing the food service industry and concerning food preparation, handling, storage, truth in menu laws concerning menu item names and product labeling, nutritional claims, and local labor regulations, Including minimum age and minimum wage laws. As between Us and You, You are solely responsible for the safety and well-being of Your employees and the customers of the Franchise Business.

(i) Permits and Licensing. You shall obtain and maintain all required permits and licenses for the operation of Your Franchise Business.

6.1.2 Appearance; Customer Service. You shall establish and maintain the Premises in a clean, attractive, and repaired condition; perform work competently and in a workmanlike manner; give prompt, professional, courteous and efficient service to the public adhering to the highest standards of honesty, integrity, fair dealing, and ethical conduct; and otherwise operate Your Franchise Business in strict compliance with Our System, policies, practices, and procedures contained in the Manuals or otherwise communicated to You so as to preserve, maintain, and enhance the reputation and goodwill of Our System. You must promptly respond to all complaints received from Your customers or other individuals and to resolve the complaint in a reasonable business manner. If We are contacted by a customer of Your Franchise Business who lodges a complaint, We reserve the right (but are not required) to address the customer's complaint to preserve goodwill and prevent damage to the Marks. Nothing in this Section or in any other provision of this Agreement is to be construed to impose liability upon Us to any third party for any of your actions or obligations. We reserve the right to require that Your employees comply with any dress code, Mark, or other brand-related standards that We may require. You shall arrange the fixtures, signs, furniture, and décor of the Franchise Business in strict compliance with the format recommended or required by Us.

6.1.3 Signage. You must have the number of interior and exterior signs as required by Us and according to Our specifications. All signs to be used on, in, or in connection with Your Franchise Business must meet Our specifications and must be approved in writing by Us prior to use by You. You shall maintain all signs in good condition and undertake such repairs and or replacements at Your expense as We reasonably determine to be necessary. You are required to use the location's pylon/pole or monument sign, if available. You understand and acknowledge that although You are required to purchase and display signage, Including signage displaying Our Marks, You do not own rights to use of the signs following Termination.

6.1.4 Training. Your Operating Principal and Your center directors, if other than Your Operating Principal, are required to attend and successfully complete Our training program between one and five months after you sign this Agreement and prior to opening Your Franchise Business. The length of training is generally one week but could be longer if Your Operating Principal or Your center director fails to successfully complete the training. Successful completion will be determined by Our trainers but may Include demonstrating knowledge of basic techniques, knowledge of policies and procedures, daily operations, record keeping, computer system competency, Marketing, and customer service. Failure to successfully complete training is a default of this Agreement. There is no training fee for up to three attendees, and We may agree to train up to three additional people for a Fee (see Exhibit "A-3"). Each person must attend the same training session. Trainees who do not pass training may retake the initial training for a Fee equal to Our then-current rate for replacement training listed in Exhibit "A-3", or We may choose to terminate this Agreement. You must cover the travel, food, and lodging costs as well as compensation for Your attendees.

(i) Replacement Training. After the initial training, any new Operating Principal and/or center director must complete initial training for the fee listed in Exhibit "A-3". Each new center director must be trained prior to taking over as director, and a new Operating Principal who is not also the center director must complete training within 14 days of taking over as Operating Principal. We may allow Your Operating Principal to train new center directors. In Our sole discretion, We may train the new Operating Principal and/or center director at Your Premises. You will also be responsible to cover the travel, food, and lodging for Your attendees or Our representatives, as applicable.

(ii) Ongoing Refresher Training. At Our discretion, up to 10 days each calendar year, at a time designated by Us, Your Operating Principal and Your center director will be required to attend and participate in refresher trainings at a location specified by Us or virtually, for the purpose of discussing and reviewing Your operations, status, and financial performance. This refresher training may be part of an annual conference. The fee for refresher trainings is the same as additional in-person trainings and all costs of travel, food, lodging, and Your employee salaries, and other expenses will be borne by You (see Exhibit "A-3").

(iii) Additional In-Person Training. Depending on availability and advanced written notice, if You would like additional in-person training, We may provide this training to You. We have the right in Our sole discretion to limit additional training to a certain number of days, attendees, and/or representatives at a time. We can also require Your Operating Principal and/or other key personnel to attend additional trainings if You are in default, if any of Your attendees fails initial training, or if We reasonably believe such training would be in the best interest of Your Franchise Business. At Our discretion, in the event You do not pass an inspection, or We determine, in Our sole discretion, that You need additional training, You shall be required to attend a refresher training for a Fee. Our current Fee for additional training is listed in Exhibit "A-3." You shall also bear the costs of travel, food, lodging and compensation of Your attendees or Our representatives (as applicable) in connection with training.

(iv) Add-On Service Training. If You purchase any optional add-on service, You shall pay for and attend training specifically for that add-on service. The fee for this add-on service training is listed in Exhibit "A-3." There is no opening assistance provided for starting any add-on service. You shall also bear the costs of travel, food, lodging and compensation of Your attendees or Our representatives (as applicable) in connection with training.

(v) Non-Disclosure. All attendees at a training must sign a non-disclosure agreement acceptable to Us before attending a training.

(vi) Rescheduling Fee. You shall pay Us the rescheduling Fee listed in Exhibit "A-3" if You cancel, postpone, or reschedule any training or opening assistance within three weeks of the scheduled date, or if You fail to complete certain requirements, or fail to provide a valid certificate of occupancy prior to a training or opening assistance.

6.1.5 Opening Assistance. You must provide Us a valid certificate of occupancy for the Premises before We send any representatives to provide any opening assistance. Additional details on the opening assistance are set forth in Section 7.4 below.

6.1.6 Other Agreements. You must execute all other agreements required under this Agreement or as reasonably requested by Us from time to time and to provide Us with a copy within 15 days of execution.

6.1.7 Management. Your Franchise Business must be managed by either Your Operating Principal or a center director who will be required to devote their full time, attention, and best efforts to the management and operation of Your Franchise Business. You must have at least one trained center director on site during regular business hours. You must disclose the identity of Your Operating Principal and center director to Us, and You must immediately notify Us in writing if either Your Operating Principal or center director is no longer acting in such capacity. We must approve of Your Operating Principal and any replacement Operating Principal.

(i) Unless Your Operating Principal acts as the full time center director of the Franchise Business, Your Operating Principal is not required to work a certain or minimum number of hours; however, Your Operating Principal must maintain sufficient inventory, supplies and products and work sufficient hours to operate Your Franchise Business or supervise Your center directors and employ adequate personnel to operate Your Franchise Business at its maximum capacity and efficiency. Your Operating Principal must be Your principal contact person with Us.

(ii) Although We do not require Your Operating Principal to be involved in the day-to-day, on-premises management, Your Operating Principal is required to participate in Your Franchise Business as follows: (i) be directly responsible for overseeing all accounting, reporting and bookkeeping, and all financial components of the Franchise Business; (ii) attend and complete all training and retraining courses required by Us; (iii) attend any annual or special meetings of franchisees called by Us; (iv) be directly involved with site selection, construction, and Updates, (v) be directly involved in all personnel decisions affecting the Franchise Business; and (vi) conduct frequent inspections of the Franchise Business operations to ensure the highest standards of professionalism, cleanliness and general pleasant appearance in compliance with Our approved methods.

(iii) Your Operating Principal must devote their primary attention to the Franchise Business, and You, Your Operating Principal and Your center director(s) must keep free from any conflicting or competing enterprises or any other activities that would be detrimental to or interfere with the operation of Your Franchise Business.

6.1.8 Operational Hours. You shall operate Your Franchise Business at least five days per week (Monday through Friday) throughout the year and at the hours We may designate. If You offer nanny placement services, We may require You to offer those services seven days a week.

6.1.9 Remodel and Upgrades. You shall Update Your Franchise Business and Premises from time to time as We may reasonably direct, but not more often than every five years, and We will not obligate You to invest additional capital at a time when the investment cannot in Our reasonable judgment be amortized during the remaining term of this Agreement (except for required changes to the Marks, or changes due to health or government mandates, guidelines, or public concerns, which We may require at any time). This can Include structural changes, new flooring, wall treatments, signage, new equipment, remodeling, redecoration, new furnishings, fixtures and décor, and such modifications to existing improvements as may be reasonably necessary, such that all Wild Roots® locations will have a generally similar look, appearance and capabilities. You acknowledge that this obligation is reasonable and necessary to ensure continued public acceptance and patronage to Our brand and to avoid deterioration or obsolescence in connection with the operation of Your Franchise Business. You must complete all such Updates within the time specified in notice from Us. You shall also complete any day-to-day maintenance issues as they occur. In the event You relocate Your Premises to a new approved location, or sign a Successor Franchise Agreement, You must bring Your new Premises up to Our then-current standards.

6.1.10 Your Employees. You, Your principals, and Your employees are not Our employees. You are solely responsible for the hiring, firing, discipline, scheduling, management, compensation, supervision, assignment of duties, directions governing the manner, means, and methods of the performance of duties, work rules, safety, working conditions, and training of Your employees. We do not assist You in employment-related decisions, or in creating any policies or terms and conditions related to the management of Your employees or their employment. We may provide You with a sample employee guide or manual, but it will only be an example of certain employment matters that You may choose to adopt or not. You must use Your own discretion on what policies to implement for Your employees based on Your own circumstances and management decisions. The sample manual is not edited or reviewed frequently to stay up to date with current or state specific employment laws and some policies may be outdated or conflict with current existing state or federal employment laws. You must seek Your own legal counsel to determine those policies that are legally compliant with current employment laws in Your state to draft Your own employee handbook. It is Your responsibility to comply with local and federal labor and employment laws. You further agree that in any office, break room, or other non-public area accessed by Your employees or contractors, You will post a sign or other document containing language we require explaining the differences between You, their employer or contractor, and Us, Your franchisor.

6.1.11 Insurance.

(i) Minimum Limit Requirements. You shall at all times during the entire term of this Agreement and at Your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A-" or better by A.M. Best & Company, Inc.

Type of Insurance	**Minimum Required Amount(s)**
Commercial general liability insurance	$1,000,000 per occurrence and $2,000,000 in the aggregate or leasehold minimum, whichever is greater
Property insurance	100% of the full replacement cost against loss or damage from fire and other risks normally insured against in extended risk coverage
Commercial automobile insurance (Only if offer transportation services)	At least $1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage)
Business interruption insurance (Optional at this time)	Actual losses sustained.
Professional liability insurance	$1,000,000
Umbrella insurance	$2,000,000
Government required insurances	You must maintain and keep in force all workers' compensation and employment insurance on your employees that is required under all federal and state laws.

(ii) Policy Requirements. Other than worker's compensation, these policies must insure You and Us, Wild Roots Franchising LLC, 27655 Jefferson Avenue, Temecula, California 92590, and Our nominees as additional insureds, without regard to any other insurance program that We may have in effect, against any liability that may accrue by reason of or relating to Your ownership, maintenance, or operation of the Franchise Business wherever it may be located. These policies must stipulate that We will receive a 30-day written notice prior to renewal or termination, and We must receive a 30-day notice of any modifications. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to Us must be furnished to Us together with proof of payment prior to You beginning operations and within 15 days of any request which We may make from time to time.

These insurance coverage requirements are only minimums. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. If You fail to obtain insurance and keep the same in full force and effect, We may obtain insurance at Our discretion, and You must reimburse Us the premium costs, plus an administration Fee for Our time (see Exhibit "A-3"). We may periodically increase the amounts of coverage required and/or require different or additional coverage. If Your Premises are damaged and covered by insurance, You must use the proceeds to restore the facility to its original condition no later than 160 days from receiving the proceeds.

6.1.12 Pricing. We may, to the degree permitted by law, suggest retail prices and specify maximum and/or minimum pricing You may charge for products and services. If We impose a maximum price for any product or service, You may charge any price for the product or service up to and Including the maximum pricing We impose, but You may not charge any price in excess of the maximum pricing. If We impose minimum pricing for any product or service, You may charge any price down to and Including the minimum pricing imposed, but You may not charge any price below the minimum pricing set by Us. Unless otherwise agreed to by Us in writing, You cannot advertise or promote prices lower than, or inconsistent with, Our suggested prices outside of Your Premises. Our pricing policies are intended to benefit the System as a whole and may not maximize Your profits.

6.1.13 Computer System. At Your expense, You must purchase a computer system and other computer hardware and software systems designated by Us in strict accordance with Our specifications, and We can mandate the forms of payment that You can or must accept. If We adopt a different computer system or other system in the future, You must adopt it at Your expense. You must maintain, repair, modify and upgrade, all such items, at Your sole expense. You must provide Us full 24-hour/7-day a week access, Including online access, and the right to "upload" or "download" information to and from all computer and other systems, and to the information and data contained in them. There is no contractual limitation on Our right to receive information through Your computer or other systems or to the frequency and cost of the obligation to upgrade and maintain them. You hereby waive any claim against Us or Our affiliates for any loss, damage, liability, or expense caused by or related to failures, errors, acts, omissions, or otherwise of any computer, hardware or software system (not related to Our or an affiliate's acts or omissions).

(i) Retention of Records. You must record all sales at the time of the sale in Your computer or other sales recordation system approved or designated by Us. You must have high speed broadband Internet access at the levels required in the Manuals. You must retain all computer records, charge account records, sales slips, orders, return vouchers, sales tax reports and all Your other business records and related back-up material, tax returns and financial reports for at least five years following the end of the year in which the items pertain, Including after the Termination of this Agreement. Any and all data collected or provided by You, downloaded from Your computer, or otherwise collected from You by Us or provided to Us, is and will be owned exclusively by Us, and We have the right to use the data in any manner without compensation to You. During the term of this Agreement, You are licensed, without additional compensation, to use such data solely for the purpose of operating Your Franchise Business. This license will automatically and irrevocably expire, without additional notice or action by Us, when this Agreement Terminates.

(ii) Accounting Systems. You must use and pay for the accounting software designated by Us. You are required to follow Our accounting procedures, line items, and templates and charts of accounts as provided and updated in Our Manuals. You shall provide Us with independent, view-only access to Your account.

(iii) Merchant Account. At Your expense, You must participate in Our merchant account and other point of sale programs as set forth in Our Manuals.

(iv) Data Security Standards. At Your cost and expense, You must investigate and ensure that You comply with all payment card industry ("PCI") and data security standard ("DSS") standards, regulations, and requirements; however, We reserve the right to approve of the supplier You use for compliance. You must meet the requirements of, and comply with enhancements and changes to, the PCI and DSS and maintain PCI compliance with the current version of the PCI and DSS. We reserve the right to require an audit (and to designate the auditor) to verify compliance. You must reimburse Us for all costs related to the audit if You are not in compliance. You are responsible to use all required tools, systems, and vendors to complete ongoing PCI requirements, Including quarterly external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to PCI compliance and data security issues, Including, security threats, breaches, and malware. It is Your responsibility to alert Us, not later than 24 hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect Customer Data and to notify relevant parties. You are not permitted to collect, store, transfer, etc., any unnecessary customer information.

(v) Security System. You are required to install a security system in Your Premises. You are solely responsible for the maintenance and upgrades to this system. We will not have independent access to the security system, unless it includes cameras for compliance monitoring (see (vi) below), but in no event will Our access obligate Us to monitor Your Premises for safety or compliance. We do not regulate the type of security system You install, but it must have both inside and outside cameras, must be of sufficient capabilities to adequately protect Your Franchise Business, Your Premises and Your inventory, and it must provide storage capabilities as required in Our Manuals. You may not install any cameras in places where employees, students, and customers have a reasonable expectation of privacy, e.g., bathrooms, changing rooms, etc. You are required to provide Us notice of its installation. By installing the security system, You and Your employees are waiving their right to privacy in non-private areas of the Premises, and You agree to include a provision in all Your employment applications and other applicable documents requiring Your employees to sign and waive their right to privacy with respect to the use of the security system in non-private areas of the Premises. You agree to indemnify and hold Us harmless from and against any claim related to Your security system.

(vi) Compliance Monitoring System. In the future You may be required to install a compliance monitoring system in Your Premises, as designated by Us. A compliance monitoring system may also be incorporated into Your security system. You are solely responsible for the monitoring, maintenance and upgrades to this system. Both You and We must have the right to online access to the system, but We are not required to monitor Your location for safety or compliance. You may not install any cameras in places where employees, students, and customers have a reasonable expectation of privacy, e.g., bathrooms, changing rooms, etc. By installing the compliance monitoring system, You and Your employees are waiving their right to privacy in non-private areas of the Premises, and You agree to include a provision in all Your employment applications and other applicable documents requiring Your employees to sign and waive their right to privacy with respect to the use of the compliance monitoring system in non-private areas of the Premises. You agree to indemnify and hold Us harmless from and against any claim related to Your compliance monitoring system.

6.1.14 Conferences and Seminars. At Our discretion, We may hold conferences or seminars on a regional or national basis for all franchisees in good standing. The conferences and seminars may be held at various locations chosen by Us. If held, attendance is mandatory for Your Operating Principal, and You must pay registration Fees (see Exhibit "A-3") and all travel, lodging, food, and other expenses for each of Your attendees.

6.1.15 Required Software; Technology. You must use and pay for all software and other technology and platforms as required by Us, which may be changed from time to time. You must input all required information into Our designated software and platforms as set forth in Manuals. You shall pay a weekly technology fee (see Exhibit "A-3") for up to 15 email addresses. You must follow all laws and regulations in storing Customer Data and in submitting information to Us.

6.2 Quality Control.

6.2.1 Correction of Defects. You shall immediately correct defects, deficiencies or unsatisfactory conditions in the appearance or conduct of Your Franchise Business. You shall establish and maintain an image and reputation for Your Franchise Business consistent with the standards set forth in this Agreement, in the Manuals, or as otherwise specified by Us. We have the right to use third parties to conduct quality assurance inspections of Your Franchise Business without notice to You. You shall reimburse Us the costs of such inspections or pay the fee directly to the third party vendor.

6.2.2 System Compliance. You shall strictly follow Our System, the Manuals, and other directives promulgated or provided by Us from time to time.

(i) Email Address. You must at all times use and maintain the email address provided by Us or approved by Us for use in relation to Your Franchise Business, frequently checked by You to facilitate Our communications, and that You must use as the sole email for all Franchise Business-related communications and accounts. If We provide You with an email account/address, We have the right to access Your email account at any time and without notice to You, and You understand and acknowledge that You have no expectation of privacy in the assigned email accounts.

(ii) Incentive Programs. If We adopt a loyalty, coupon, gift card/certificate, free giveaways, fundraising programs, membership, subscription model, or other discount or incentive program, You are required to implement and honor such programs in Your Franchise Business. You are not allowed to implement any sort of coupon, loyalty, membership, subscription model, gift card program, etc., without Our prior written permission. The method of sales and pooling and reconciling the funds for all such programs will be determined by Us at Our sole discretion as set forth in the Manuals.

(iii) Modifications. We have the right to modify, delete, add to and otherwise make systematic and other changes to the System, Intellectual Property, Manuals, operations, etc. We may issue new specifications and standards for any aspect of Our System, or modify existing specifications and standards, at any time by revising Our Manuals and/or issuing new written directives (which may be communicated to You by any method We choose). You must accept, comply with, use, and implement any and all such changes to the System or operations. The modifications may obligate You to invest additional capital in Your Franchise Business and to incur higher operating costs. You must incorporate all such modifications within the time that We specify. You are prohibited from making modifications to the System or Your Franchise Business without Our prior written approval.

(iv) Inspections and Visits. We may conduct periodic evaluations, inspections, and audits of any or all aspects of Your Franchise Business at reasonable intervals by Our duly authorized representative for compliance with the System, reporting, customer service and the standards and procedures set forth in the Manuals. These inspections may be conducted without prior notice to You and conducted in-person or through remote access such as video or live video conferencing. We may also contract with third-party firms to conduct these inspections on Our behalf, and You may be required to pay the associated Fee (see Exhibit "A-3"). Our inspections may Include Your Premises, business records, bank accounts, Venmo (and the like), operating procedures, reports, computer drives, electronic storage devices, POS system, account records, tax records, etc., related to the Franchise Business. We also have the right to speak with and interact with Your employees, independent contractors, and customers, and to remove samples of products, supplies and materials. Immediately upon Our request, You must provide to Us video and/or images of the interior and exterior of Your Premises, and any specific pieces of equipment or other areas of the Premises as may be more fully set forth in the Manuals. If You fail an inspection and We determine re-inspection is necessary, You shall be responsible to cover Our travel, food, and lodging costs associated with Our reinspection (see Exhibit "A-3").

(v) Customer Complaints. In the event We step in to resolve any customer dispute with You or the Franchise Business, We will charge a Customer Servicing Fee (see Exhibit "A-3").

6.2.3 Interim Management. If We give You notice of default and You fail to cure (or as set forth in Section 14.10), We have the right at Our sole discretion (but not the obligation) to step in to manage Your Franchise Business for up to six months, as We deem advisable, for a Fee. See Exhibit "A-3." This Fee reflects the estimated fair market value of Our services. You shall also pay all travel, lodging, food and other expenses for Our representative(s) and other expenses that may be incurred by Us to perform such services, plus royalties, advertising fees and other applicable fees.

(i) Operations, Access to Information and Operating Account. During the Interim Management Period, You hereby grant Us authority to assist You in managing any or all aspects of Your Franchise Business. We will work directly with Your Operating Principal and Your center director, and We may require additional training for Your Operating Principal, Your center director, employees, and other contracted personnel. You shall cooperate to provide Us with all pertinent information regarding Your Franchise Business and access to the applicable operating accounts to enable Us to efficiently assist with management operations. All accounts must remain in Your name during the Interim Management Period, but You shall add Us or Our representative as a co-signer on certain accounts. You shall cooperate with Us in communicating with all vendors and suppliers related to Our interim management. You hereby grant Us permission to speak directly with Your landlord, suppliers, banks, IRS, state agencies, creditors, etc., regarding Your Franchise Business, and You shall cooperate with Us to facilitate such communication. We may require You to establish a new bank account for Your Franchise Business during the Interim Management Period into which all operating income will be deposited. You and We (at Our option) will have authority over this account, and You or We will make payments on Your accounts payable as cash is available, but only with Your prior authorization and direction when possible. You are ultimately responsible for all operating costs both before and during the Interim Management Period. You shall provide Us with a list of all accounts payable with direction on which accounts are to be paid, but with the understanding that all taxing authorities will be paid first. Any excess funds in the Operating Account or any new account after all applicable costs and Fees have been paid and after an additional amount has been set aside sufficient for the Franchise Business to fulfill its business purposes as determined by Us, will be transferred to You monthly. We may provide monthly internal profit and loss statements to You. We have no obligation to infuse capital into Your Franchise Business, but if We do, such amounts will be treated as a loan, which must be repaid within an agreed upon time and bear market interest as agreed. We have the right to direct Your employees and contract personnel during the Interim Management Period. Both You and We agree that in no way does Our interim management create a relationship of trustee, beneficiary or any type of fiduciary relationship over or in relationship to Your Franchise Business.

(ii) Your Obligation to Cure. During the Interim Management Period, You are obligated to cure all applicable defaults within the applicable cure periods as set forth in this Agreement. We have the right to terminate this Agreement during the Interim Management Period for defaults not cured within the applicable cure periods.

6.2.4 Mystery Shopper Service. We reserve the right, from time to time, at Your expense and without prior notice to You, to evaluate the operation and quality of Your Franchise Business through the use of a secret shopper service provided by Us or a third-party. You are required to immediately pay all invoices for such services either directly to the third-party provider, or to Us to reimburse Us for this cost (see Exhibit "A-3"). We may use such service evaluations to inspect Your Franchise Business at any time at Your expense, without prior notification to You. We may make the results of any service evaluation available to You, in Our sole discretion.

6.2.5 Quality Assurance Inspection Fee. We may perform quality assurance inspections at Our discretion during the term of this Agreement at Your Franchise Business location. If We conduct any such inspection, You must reimburse Us Our costs for the inspection (see Exhibit "A-3"). We may also contract with a third party to perform periodic quality assurance inspection audits at Your Franchise Business location. If We conduct any such audits, You must reimburse Us the cost of the audit up to the amount identified in Exhibit "A-3."

6.3 Personal Guarantees. Each individual owner, partner, shareholder, and member of Your Franchise Business, respectively, who own 25% or greater interest, (and their respective spouse or domestic legal partner) must each personally sign an agreement not to compete and must personally guarantee the performance of all Your obligations under this Agreement and agree to be personally bound by, and liable for, the breach of every provision of this Agreement. The Guaranty and Assumption of Obligations is attached as Exhibit "A-8" to this Agreement.

6.4 Standards and Control. Any required standards exist to protect Our interest in the System and the Marks and not for the purpose of establishing control or duty to take control over those matters that are reserved to You in the day-to-day operation of Your Franchise Business.

6.5 Required Notices. You shall provide Us with prompt notice (within five business days of receipt) of any default with regards to late payment of any taxes, government fines, payments owing to any vendors, landlords, or amounts owing to employees or contractors.

6.6 Non-Contravention; Non-Disparagement. You shall not undertake any action or inaction to circumvent, contravene, or undermine the purposes of this Agreement. Additionally, during and after the term of this Agreement, You shall not make any negative, disparaging, false or misleading statements, published or made orally, in any form or medium about Us, Our officers, owners, partners, directors, members, managers, representatives, agents or employees, the brand, the System, Our products and services, or other franchisees.

6.7 Non-Delegation. You may not outsource to a third party, any part of Your obligations to Us or services to customers, Including to another franchisee, without Our prior written approval.

ARTICLE VII
FRANCHISOR'S OPERATIONAL ASSISTANCE

7.1 Layout and Design. We shall provide You with general specifications for the Premises layout, signs, equipment and interior décor.

7.2 Suppliers and Products. We shall provide You with a list of specifications for approved products and a list of approved suppliers. We may add to or discontinue working with any of Our suppliers.

7.3 Operations Assistance. We shall furnish You with guidance relating to the general operation of Your Franchise Business, and upon Your reasonable request, make Ourselves available to consult with You by telephone, email, video conference, teleconferences, or website posting during regular business hours during the continuing operation of Your Franchise Business. Other than initial training and the opening assistance, We are not required to provide additional training to You. If You feel additional training is necessary (such as management training), We will provide such training to You based on advance notice, availability of personnel, and Your payment of a per day, per person Fee. See Exhibit "A-3." You shall be responsible to cover the cost of travel, food, wages, lodging and other costs incurred by Your trainees or Our representatives, as applicable. We have the right to communicate directly with Your Operating Principal, center directors, and assistant center directors concerning operational matters that We reasonably believe may affect Our goodwill, Marks, or the System.

7.4 Initial Training. We shall train Your Operating Principal and other attendees in the various practices, policies and procedures of operation of Your Franchise Business. This training will take place in Temecula, California or as designated by Us. The training program is described in paragraph 6.1.4.

7.4.1 Opening Assistance. We will provide You with at least one of Our representatives, who will provide You with up to 10 days of opening assistance. There is no additional fee for this service, but You must have obtained all necessary permits, and Your classrooms must all be set up for Us to provide this assistance.

7.5 Additional Guidance. Additional guidance, at Our sole discretion, will be furnished in the form of written Manuals, videos, audio recordings, bulletins or other written materials.

7.6 Website Maintenance. We may choose to maintain a website for the Wild Roots® brand that will include Your business information and telephone number for Your location.

7.7 Advisory Committees. In Our sole discretion, We may choose to create franchisee committees to advise Us in various aspects of the System. Only franchisees who are in good standing and have maintained good standing for the six-month period prior to serving on a committee may serve on any advisory committee. Each committee will establish rules for admitting and retaining committee members, but the initial rules will be established by Us.

ARTICLE VIII
PURCHASE OF PRODUCTS AND EQUIPMENT

8.1 Approved Products and Services; Suppliers. You shall purchase, use, provide, and sell only those goods and services that meet Our specifications and/or that are purchased from Our approved suppliers. You shall timely pay all suppliers, Including Us and Our affiliates for purchased goods and services. The prices, delivery terms, terms of payment, and other terms relating to the sale of such goods and services are subject to change by the supplier (Including Us and affiliates) without prior notice at any time. In no event will We or an affiliate be liable to You for unavailability of or delay in shipment or receipt of merchandise due to temporary product shortages or unavailability, order backlogs, production difficulties, delays in or unavailability of transportation, fire, strikes, work stoppages, or other such causes. A list of approved goods, services, and suppliers may be set forth in Our Manuals, which list We may update from time to time. No goods or services may be added to, altered, or discontinued by Your Franchise Business unless it is first approved by Us in writing. Any additional goods or services that are unique to Your area requires written approval from Us before such goods and/or services are offered. For the purpose of this Article, "goods" means any product, good, inventory, supply item, equipment, tool, item, etc.

8.1.1 Delivery and Installation. For delivery and installation, You are required to work directly with the manufacturer or supplier of these items. We do not assist in delivery or installation of any required or approved purchases.

8.2 Supplier Compensation. We or Our affiliate may derive revenue from the sale of required goods and services through mark-ups in prices We charge to You for goods and services purchased from Us or an affiliate, or We or an affiliate may receive compensation or discounts from the supplier for Your purchase of such goods and services. No compensation is due to You for compensation or discounts We receive from suppliers.

8.3 Unapproved Suppliers. If You desire to purchase any goods or services from an unapproved supplier, or if you would like Us to consider alternative goods, You must submit to Us a written request for such approval or request the supplier itself to do so. We may require You to submit samples, and other data to permit Us to ascertain whether any such supplier or good meets Our specifications. We will notify You in writing and within 30 days of completing Our evaluation as to whether that supplier or good has been approved. Within 30 days of the evaluation, You shall reimburse Us Our costs and expenses of testing (see Exhibit "A-3"). This is due whether or not the requested supplier or good is approved. A supplier or good that is able to meet Our specifications may, as determined in Our sole discretion, become an approved supplier (or good). We may make changes in the standards and specifications for approved suppliers and/or goods. At Our discretion, We may revoke Our approval of an approved supplier and/or good upon 30 days' prior written notice.

8.4 Equipment. You shall maintain all classroom supplies, furniture, toys, playground equipment and other equipment of Your Franchise Business in good working order.

8.5 Warranties; Support. You must look to the respective manufacturers or suppliers for issues related to warranties, defective products, training, and support for any third-party goods purchased for Your Franchise Business.

ARTICLE IX
MANUALS

9.1 Manuals. We shall loan You a copy or provide electronic access to Our Manuals. Our

Manuals may consist of a series of online videos, webpages, online drives, or other forms designated by Us. You may not copy any part of the Manuals either physically or electronically. The Manuals are confidential and remain Our property. The Manuals may be used by You only in association with Your Franchise Business and only during the term of this Agreement. We have the right to revise the Manuals at Our sole discretion. You must promptly and continuously comply, at Your expense, with all provisions of, and modifications to the Manuals. The master or most updated copy of the Manuals maintained by Us will be controlling in the event of a dispute relative to the contents of the Manuals. You are responsible for frequently checking the Manuals to ensure that You are aware of and compliant with the most up-to-date information and system requirements.

9.2 Standards and Procedures. We may establish performance procedures, standards and specifications for products, services and Marketing ("Standards") for the operation of Your Franchise Business. We may change these Standards at Our discretion, and You must strictly follow and implement all such Standards within the periods required by Us.

ARTICLE X
MARKETING

10.1 Brand Fund. You shall contribute to Our national Marketing and brand development fund ("Brand Fund") for Marketing activities as We, in Our sole discretion, may deem necessary or appropriate to Market the System. The Fees for the Brand Fund are listed in Exhibit "A-3." We can terminate, suspend, or postpone the Brand Fund at any time. Upon termination of the Brand Fund, the unused funds will either be returned to those that contributed the funds, or We will cease to collect new funds while We spend the remainder of funds.

10.1.1 Brand Fund Administration. We will direct all such programs, with sole discretion over: 1) the creative concepts, materials, endorsements and media used in connection with such programs; 2) the source of the Marketing or public relation efforts; 3) the placement, timing, and allocation of such programs; and 4) the composition of all geographic territories and market areas for the development and implementation of such programs. The Brand Fund can be operated through an entity separate from Us that has all Our rights and duties relating to the Brand Fund. We are not liable for any act or omission with respect to the Brand Fund or otherwise that is consistent with this Agreement, or which is done in subjective good faith. The Brand Fund may be used, in Our reasonable discretion, to reimburse Us for costs related to the administration of the Brand Fund and Marketing efforts intended to benefit the System. We have the right to loan money to the Brand Fund to cover any deficits. The Brand Fund is not in the nature of a trust, fiduciary relationship or similar special arrangement, and We disclaim any such relationship.

10.1.2 Use of Brand Fund Fees. We may use the Brand Fund to offset a portion of direct costs to manage and maintain the Brand Fund, Including the payment of staff salaries and other expenses for those groups who may be involved in Brand Fund activities. We may receive payment for providing goods or services to the Brand Fund. We reserve the right to use fees from the Brand Fund to place Marketing in national or regional media. We are not required to spend any amount on Marketing directly in Your area or Territory, and We do not have any obligation to ensure that expenditures are or will be used equally in each region or that they will be equivalent or proportionate to contributions to the fund by other franchisees operating in any geographic area. We make no representations that Marketing expenditures will benefit You or any other franchisee directly, on a pro-rata basis, proportionally, or at all. We currently do not use the Brand Fund contributions for Marketing that is principally a solicitation for the sale of franchises, but We reserve the right to include a notation in any Marketing or website indicating "franchises available" or similar phrasing. Any unused Brand Funds in any calendar year will be applied to the following year's fund. You may request (in writing) an unaudited annual report of the previous year's Marketing expenditures once each calendar year.

10.2 Marketing Cooperative. At this time, You are not required to participate in a local or regional advertising cooperative. If We choose to form a regional Marketing cooperative, You must join and any contribution made to the cooperative will be credited against Your local Marketing requirement.

10.3 Local Marketing Requirement. You are required to Market locally as set forth in Section 5.3.2. Neither We nor You are restricted from Marketing in the Territory.

10.4 Sample Marketing Materials. We may provide You samples of Marketing materials developed by Us from time to time. Additional copies will be made available at cost, plus 10%, plus shipping and handling (see Exhibit "A-3").

10.4.1 Approval of Marketing. You may develop Marketing materials and digital Marketing programs for Your use at Your cost, but You must submit to Us, prior to publication, copies of all Marketing materials, proposed to be used by You, Including any use of the Internet, or other digital, electronic or Social Media along with a description of how it will be used, by what media published, and such other information as may be reasonably requested by Us. All such materials must be approved by Us in advance and in writing in accordance with Our Manuals. Submitted Marketing materials will be deemed approved if You do not receive Our written approval or disapproval within 14 days of the date We receive the submission. We have the right to disapprove previously approved Marketing materials at any time.

10.4.2 Marketing Compliance. All Your Marketing activities must be done in strict compliance with Our Manuals and in good taste and must reflect favorably upon the brand and System. You shall participate in all Marketing, email, texting, and other programs as developed by Us, Including the collection of Customer Data and participation in using and promoting apps, as developed by Us.

10.5 Internet and Social Media. You must strictly comply with Our policies and procedures regarding websites, Social Media sites, and Internet Marketing. We reserve the right to restrict Your use of these mediums in the future.

10.5.1 Use of the Internet. You may not create a website for Your Franchise Business or use or obtain a domain name consisting of all or any part of the Marks, or that would be confusingly similar to all or any part of the Marks without Our prior written permission. However, You may be allowed to place pre-approved information concerning Your Franchise Business on Our website, as developed by Us. Additionally, You cannot Market on the Internet, Including posting for resale, items on third party resale or auction-style websites such as eBay, Craigslist, or Amazon without Our prior written permission. We have the right (but not the obligation) to manage and control all online reviews for Your Franchise Business. You may not claim any web listing on sites such as Yelp.

10.5.2 Social Media. We will own and control all Social Media related to the brand, but We may allow You to manage certain aspects of Social Media related to Your Franchise Business. In all cases, We will have administrative access, and access to account information, and any other information related to Your Social Media activities related to the Wild Roots® brand. You cannot change any login/password information without Our prior written approval, and in such instance, You must supply Us with all changed/updated login/password information. We have the right to remove or alter or require You to remove or alter any content We deem inappropriate or inconsistent with the Wild Roots® brand. Additionally, You must sign the Digital and Social Media Authorization for Assignment attached as Exhibit "A-9."

10.6 Brand Fund Council. At Our discretion, We may create a Brand Fund council that provides input for how the Brand Fund is used. We may appoint franchisees to this council. This council serves only in an advisory capacity, can be regional or system-wide, and has no operational or decision-making authority. We have the ability to make changes to this council or dissolve it at any time.

ARTICLE XI
BREACH AND TERMINATION

11.1 Default and Termination. We may terminate this Agreement before the expiration of its term if You breach this Agreement and fail to cure, if curable. If curable, You must cure all defaults within the times set forth below after receiving notice of default. If the default is one which is incapable of cure, Termination is effective as of the date of the notice of default and Termination.

No Cure Period:

A. Insolvency. You become insolvent or commit an act of bankruptcy or make a general assignment for the benefit of creditors or to an agent authorized to liquidate Your property or assets, or become or are adjudicated bankrupt, or voluntarily file a petition in bankruptcy or for reorganization.

B. Repeated Breaches. You repeatedly breach (three or more times) the same or different conditions of this Agreement or the Manuals within a 12-month period.

C. Unauthorized Use. You duplicate the System or use Our Confidential Information or Intellectual Property other than in connection with the operation of Your Franchise Business.

D. Misrepresentations. You make any material misrepresentations relating to the acquisition of the Franchise Business, or Your misrepresentation to customers, Including deception relating to the source, nature, or quality of goods sold or services provided.

E. Abandonment. You abandon Your Franchise Business or You state or clearly demonstrate any intent not to operate the Franchise Business.

F. Unauthorized Transfer. You Transfer or attempt to Transfer all or any part of this Agreement, Your Franchise Business, or any material portion of the property associated with Your Franchise Business, or an unapproved percentage of Your franchise entity, or You sublicense or attempt to sublicense to another any of the rights licensed to You hereunder, or You otherwise fail, refuse or neglect to obtain Our prior written consent or approval required hereunder.

G. False Reporting. You knowingly or intentionally conceal revenues, maintain false books or records, (Including purposely uploading or storing incorrect or incomplete information on a designated platform) or submit any false report or payment or otherwise defraud Us.

H. Crimes and Adverse Behavior. You commit or are convicted of or plead guilty or no contest to, or enter into a plea in abeyance, stipulated order of continuance, or related agreement, to a felony, a crime involving moral turpitude, or You engage in any conduct or behavior that We believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Our interest therein; or You make disparaging remarks against Us, Our management, employees, the System, or Our brand to Our other franchisees or in a public forum, Including radio, television, newspapers, the Internet, or Social Media.

I. Unauthorized Competition. You fail to comply with the covenant not to compete during the term of this Agreement or intentionally or recklessly disclose or use Our Confidential Information or Intellectual Property in violation of this Agreement.

J. Termination of Lease Agreement. Your Lease for the Premises is terminated.

K. Illegal Drug Use/Intoxication on the Job. You or Your officers, directors, members, center directors or principals use illegal drugs or abuse prescription medication or refuse to submit to a drug test. Additionally, You go to a job or provide services while intoxicated whether by use of alcohol, illegal or legal drugs.

L. Failure to Obtain Financing. You fail to qualify for or fail to receive the necessary financing to open and operate Your Franchise Business.

M. Unauthorized Modification. You modify in any degree by adding to or taking from or changing Our curriculum.

N. Termination of Another Agreement. Another agreement between Us or an affiliate of Ours and You or with an affiliate of Yours is terminated due to Your failure to cure any breach after notice, or for Your uncurable breach of such agreement.

O. Failure to Attend Training. If Your Operating Principal, any center director, or other required attendee at a required training has two or more unexcused absences in a 12-month period for any required training and does not attend all required trainings in the subsequent 12-month period.

24-Hour Cure Period:

P. Public Safety. Your maintenance or operation of Your Franchise Business results in a threat or danger to public health or safety, You fail to cure a health code or safety violation within 24 hours of an inspection by Us or the applicable governmental agency.

5-Day Cure Period:

Q. Unauthorized Closure or Relocation. Your Franchise Business is closed for a period of three or more consecutive business days or not open for the business hours as required under this Agreement for three or more business days in any 30-day period without Our prior written approval, which consent will not be unreasonably withheld or delayed, or You move the location of Your Franchise Business Premises without Our prior written approval.

R. Failure to Use or Provide Access to a Designated Account. You refuse to use, or to enable, or to allow Us access to Your account for a designated platform or software, Social Media account, or branded email account.

15-Day Cure Period:

S. Failure to Pay. You fail to pay any Fee or an amount due to Us, any of Our affiliates, or other designated, approved or other suppliers or assigns, within the time specified for such payments by this Agreement, the Manuals or an agreement specifying the payment concerned.

T. Failure to Accurately Report. You fail to accurately report or fail to submit any reports or records required under this Agreement or the Manuals.

U. Default Notice of Lease Agreement. You receive a notice of default under Your Lease.

V. Act in Contravention. You perform or undertake any action to undermine or circumvent this Agreement, the System, or Us.

30-Day Cure Period:

W. Other Breaches. Except as otherwise provided herein, You fail to comply with any other provision of this Agreement or the Manuals.

11.1.1 Adequate Assurance. When reasonable grounds for insecurity arise with respect to the performance of Your obligations under this Agreement, We may demand adequate assurance of due performance, and, until We receive such assurance, We may reasonably suspend any performance of Our obligations. Failure to provide Us with adequate assurances within 30 days, when properly demanded, will be considered a default of this Agreement for which no additional cure period will be granted.

11.2 Event of Default. In the event of any default by You, We will give You written notice of default specifying the default(s) and, if curable, state what You must do to cure the specific default(s) within the cure period. Notwithstanding anything to the contrary herein, We have the right, to be exercised in Our sole discretion, to grant You an extended period of time to cure. Any such extension will not be construed as a waiver of Our rights in the future.

11.3 Failure to Cure. If You fail to cure any default within the time allotted, We may proceed to enforce any or all of the following non-exclusive remedies in accordance with this Agreement, and the pursuit of any one remedy will not be deemed an election or waiver by Us to pursue additional remedies:

11.3.1 Actionable Claim. Bring an action or claim for the balance of any monies due hereunder, Including penalties and interest as provided for in this Agreement and for all other damages sustained by Us as a result of Your breach of this Agreement. As part of any such action, We may accelerate and bring an action for the balance of any outstanding installment obligation due hereunder.

11.3.2 Injunctive Relief. Bring an action for temporary or permanent injunctions and orders of specific performance enforcing the provisions of this Agreement and otherwise stop You from engaging in actions prohibited hereby.

11.3.3 Termination. Terminate this Agreement and proceed to enforce Our rights under the appropriate provisions. Such Termination will be effective upon delivery of a notice of Termination to You without further action by Us.

11.3.4 Other Remedies. Seek any other remedy available to Us at law or in equity, Including lost profits.

11.4 Your Right of Termination; Our Opportunity to Cure. You have no unilateral right to terminate the franchise agreement. However, in the event We materially breach this Agreement, prior to taking any action against Us, You must first give Us at least 90 days' prior written notice and an opportunity to cure any alleged act or omission. If such act or omission cannot be cured within such minimum 90-day period, and We are diligently continuing efforts to attempt to cure such alleged act or omission, You must give Us such additional time as is reasonably necessary to cure. If We are unable to cure within a reasonable period of time, which shall not be less than 90 days, You shall have the right to Terminate this Agreement upon 10 days' written notice to Us. Upon exercising this termination option, You shall be obligated to comply with each of the requirements of Article XII and elsewhere related to Termination.

ARTICLE XII
TERMINATION AND EXPIRATION

12.1 Upon Termination of this Agreement for any reason, You immediately cease to be Our franchisee. To be compliant with Your Termination obligations, You shall sign a termination agreement in a form provided and acceptable by Us and You and must:

12.1.1 Payments Due. Immediately pay for all product purchases, Fees, and other obligations owed or accrued to Us, Our affiliates or designated suppliers.

12.1.2 Cease Use. Not hold Yourself out as a Wild Roots® franchisee or business and immediately and permanently cease to Market or in any way use Our Intellectual Property or Confidential Information, provided by or licensed to You by Us or in any way connected with the Franchise Business or System.

12.1.3 Confidential Information. Except as provided below in Paragraph 12.1.7, within five days, You must demonstrate with video proof sent to Us that You have permanently destroyed all information and/or products that We deem confidential, Including Our curriculum, or in the alternative, request permission to sell and provide proof to Us that You have sold such products or information to Us or another approved System franchisee.

12.1.4 Disassociation. Within 10 days of Termination, take all necessary steps to disassociate Yourself from the System and Your Franchise Business, Including the removal of signs, destruction or removal of letterheads, Marketing material, the change of Your Franchise Business telephone listings, telephone numbers, email addresses, URLs, Internet websites, and any other property that bears Our brand or is affiliated with Our brand. All such property and listings, excluding Your operating assets and inventory that are associated with and considered part of Our brand, Intellectual Property, and System revert back to Us upon termination of this Agreement. If any of Your Operating Assets and inventory bear Our brand and Marks to Our System, You must take the steps necessary to dissociate it all from Our brand, Marks, and Intellectual Property. You shall assist Us to assign, transfer, or disconnect (at Our option) the telephone listing, telephone numbers, Marketing accounts, email addresses, URL's, Internet sites, web pages, and Social Media to Us. If You fail or refuse to do so, the telephone company, URL and hosting companies, and other listing agencies may accept this Agreement as evidence of Our exclusive rights in and to such telephone number(s), Internet websites, URL's, email accounts, and Social Media and listing and its authority to direct their transfer. You hereby appoint Us as Your attorney-in-fact for the above transfers, which appointment is coupled with an interest. You must not identify any present or future business owned or operated by You as having been in any way associated with Us or the System.

12.1.5 Cancel DBA. Within 7 days of Termination, take such action as will be necessary to amend or cancel any assumed name, fictitious or business name or equivalent registration, which contains any Mark of Ours or in any way identifies You as being affiliated with Our System.

12.1.6 Notify Suppliers; Communication with Customers. Immediately notify all suppliers, utilities, creditors and concerned others that You are no longer affiliated with Us or the System and provide proof to Us of such notification. All communications with customers and clients of the Franchise Business must be pre-approved by Us, and We can require that all such communication be handled by or through Us. We also have the right to communicate directly with all customers and clients of the Franchise Business.

12.1.7 Return Materials. At Your cost, permanently delete electronic copies and return to Us by first class prepaid United States Mail (Including originals and any copies), physical copies of Our Manuals, all training materials, Marketing materials, and all other printed and electronic materials and any other Confidential Information obtained by You from Us pertaining to the operation of Your Franchise Business.

12.1.8 Modification of Premises. If We do not exercise Our right to purchase Your Operating Assets or assume Your Lease upon Termination, then You shall alter, modify and change both the exterior and interior appearance of the Premises to Our satisfaction, so that it will be easily distinguished from a Wild Roots® business and shall cease using the signs, décor, equipment, displays, advertisements, promotional materials and the like that are unique or distinctive to the System.

12.1.9 Customer Data. To the extent We do not have access, You shall provide Us with (and then permanently destroy) the Customer Data of the Franchise Business.

12.1.10 Evidence of Compliance. Otherwise furnish evidence satisfactory to Us or in the manner required by Us of Your full compliance with this Section 12.1 within 30 calendar days after the Termination of this Agreement or on the timeline We may provide at Termination.

12.1.11 Financial Inspections. You must provide Us with access to all Your financials, books, and other accounting records for 12 months following the date of Termination.

12.1.12 Pay Damages and Costs. Pay to Us all costs, damages and expenses, Including post-term expenses and reasonable attorney's fees incurred by Us to enforce the provisions of this Agreement, Including to obtain injunctive or other relief to enforce any provision of this Agreement. In the event You fail to comply with this Section 12.1, at Your expense, We may hire a third-party or use Our own personnel to carry out Your obligations on Your behalf.

12.2 Upon Termination of this Agreement, for any reason:

12.2.1 No Compensation. No payment is due to You from Us or any source on account of any goodwill, intangible assets or other equity claimed by You arising from or relating to Your operation or ownership of Your Franchise Business, or otherwise. All goodwill connected in any way with Your Franchise Business or the System belongs now and, in the future, exclusively to Us.

12.2.2 No Refund. No Fees, charges, or other payments of any kind from You to Us are refundable in whole or in part.

12.2.3 No Equity. You will have no equity or other continuing rights to use the System, Confidential Information, Intellectual Property, or goodwill of the Franchise Business.

12.3 Survival of Provisions. All provisions of this Agreement, which by implication apply following the Termination of this Agreement are enforceable following Termination of this Agreement, Including Your obligation to indemnify Us and pay all amounts owed and Your obligations to dissociate from Our brand. You shall also still be bound to the confidentiality, brand protection, indemnification, non-disparagement, non-competition, non-solicitation, arbitration and dispute resolution, choice of forum and law selections clauses and other restrictions of this Agreement that have terms or duties owing after Termination of this Agreement.

12.4 Make Premises Available to Us. In addition to those obligations set forth above, upon Termination, You shall make the Premises and computer systems accessible and available for Us to examine and verify Your compliance with Your post-termination obligations, and/or to operate a New Business at the Premises (see Paragraph 13.1.1(i) below) if We, at Our sole discretion, choose to do so.

12.5 Liquidated Damages. If this Agreement is Terminated, other than for an approved Transfer, non-renewal or mutual termination, in addition to other remedies available under this Agreement, We will be entitled to liquidated damages, not as a penalty, and solely to compensate Us for lost future royalties. You and We recognize the difficulty of calculating damages caused by lost future royalties but nevertheless recognize and agree that such damages could arise, and You and We hereby agree to the formula listed on Exhibit "A-3" as a compromise on the calculation of such damages. You and We agree that such amount will be reduced to the present value of such payments as of the date of Termination utilizing an interest rate of 5% compounded annually. This amount is payable within 10 days of Termination.

12.6 Additional Equitable Remedies. The amount contemplated under Section 12.5 does not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. Accordingly, as a purely liquidated damages provision, Section 12.5 does not preclude and is not inconsistent with a court granting Us specific performance, other damages set forth herein, or any other equitable remedies, such as an injunction, to prevent future breaches.

12.7 Cumulative Rights. Our rights provided above are cumulative and in addition to any other right or remedy available at law or in equity.

ARTICLE XIII
PURCHASE OPTION

13.1 Purchase Option. Upon Termination of this Agreement, You hereby grant to Us the right to:

13.1.1 Acquisition of Assets. Acquire, in Our sole discretion, all or any part of Your Operating Assets at the then-existing fair market value of such item or items as of the date of Termination of this Agreement. You hereby grant Us permission to speak directly with Your landlord and other creditors, Including suppliers, banks, the IRS and state agencies (and You will cooperate with Us to facilitate such communication), regarding any loans and/or liens or obligations that would encumber Your Operating Assets. If the fair market value is not agreed to between us, the fair market value will be established by an independent appraisal. The appraisal will be done at Our expense by an appraiser selected by Us. No goodwill will be considered associated with Your Franchise Business or said items. We must exercise this option within 60 days of such Termination or within 15 days of the establishment of the price of the Operating Assets, whichever is later ("Option Period"), by giving written notice to You of Our intent to exercise Our option to purchase. We have the right to offset any amounts You owe to Us against the purchase price. If We have not notified You of Our election to exercise this option within the Option Period, it will be conclusively presumed that We have elected not to exercise Our option, and You are then free to sell or transfer such assets to any person or entity on such terms as You may so choose, so long as the Operating Assets have been de-identified as set forth herein. If any of the Operating Assets are subject to liens or taxes, We may also withhold a portion of purchase price to pay off such lien or taxes. We may also withhold 25% of the purchase price for 90 days to ensure that all other liabilities affecting the Operating Assets are paid.

(i) Interim Management During Option Period. We have the right, but not the obligation, to use Your Operating Assets and Premises (if the Lease is still in effect, and in such case, We will obtain this right from the landlord as applicable), and to hire Your personnel to operate the business during the Option Period. You and We understand and agree that We will not be operating Your Franchise Business during this time, but We will be using Your Operating Assets and the Premises to operate Our own, separate Wild Roots® business ("New Business") in order to keep the business open during the Option Period. We will pay You the fair market rental value for such use of the Operating Assets as agreed, but not to exceed fair market rental value, and if We use the Premises, We may pay rent directly to the landlord for Our use of the Premises. For any inventory or other items sold or consumed by Us during the Option Period, We will reimburse You the actual price You paid for such items. You will be required to cooperate to provide Us with all pertinent information regarding Your Franchise Business, as We deem necessary. We will establish Our own bank accounts and other accounts for the New Business during the Option Period. During the Option Period, We will pay all costs and expense of the New Business, and all proceeds of the New Business will belong to Us. We will not assume any of Your debts or obligations, and We will not be responsible to pay any debts or expenses incurred by Your Franchise Business. You shall indemnify and hold Us harmless from and against any and all claims, damages, losses, deficiencies, liabilities and costs, Including attorney's fees, of or related in any way to the Franchise Business prior to Us operating the New Business at the Premises, and We will indemnify and hold You harmless from and against any and all claims, damages, losses, deficiencies, liabilities and costs arising solely from the New Business. If necessary, We have the right to change the locks and exclude You from the Premises during this Option Period.

13.1.2 Assumption of Lease. We have the right, during the Option Period, to assume Your Lease under the provisions of Section 4.2 above.

13.1.3 Warranties. The purchase contract for the Operating Assets, as set forth in Paragraph 13.1.1 above, will include standard representations, warranties, covenants and indemnities from You as to the Operating Assets being purchased, Including warranties of good title, absence of liens, compliance with laws, absence of defaults under contracts, litigation and tax compliance.

ARTICLE XIV
SALES OR TRANSFERS OF THE FRANCHISE

14.1 Our Right of Assignment. This Agreement and all rights and obligations hereunder are fully assignable and transferable, whether in part or whole, by Us, and if so assigned or transferred, will be binding upon and inure to the benefit of Our successors and assigns, and We no longer will have any performance or other obligations under this Agreement. We may be sold, or We may sell any part of or all Our Confidential Information and/or Intellectual Property or other assets to a competitive or other entity. In addition, We may go public, may engage in a private or other placement of some or all of Our securities, may merge, acquire other entities or assets which may be competitive with the System or not, be acquired by a competitive or other entity, and may undertake any refinancing, leveraged buy-out or other transaction, Including arrangements in which: 1) the territories, locations or other facilities are, or are not, converted to the System or other format or brand (Including using the System or Marks); or 2) the System is converted to another format or brand, maintained under the System or a different system. You shall fully cooperate, at Your expense, with any such proposal, merger, acquisition, conversion, sale or financing. However, We will not, re-brand any such businesses that are located inside Your Territory by allowing them to use the Marks. In the event of a rebranding or merger with another brand, You shall have a period of twelve months to complete the conversion, and We will contribute a pro-rated amount up to $5,000, based upon the remaining term of this Agreement, toward the costs and expense of replacing exterior and interior signage at the Premises.

14.2 No Assignment by You Without Our Approval. This Agreement is personal as to You and is being entered into in reliance upon and in consideration of Your qualifications and representations, Including representations of all current owners. Therefore, none of Your Franchise Assets may be Transferred in any manner by You or anyone else unless Our prior written approval is obtained. You shall provide Us with all documentation relating to the Transfer of Your Franchise Assets. Said approval will not be unreasonably withheld but will be conditioned upon Our satisfaction with the qualifications set forth in Section 14.3 below of the proposed transferee and its owners and officers.

14.2.1 Transfers to Competitors Prohibited. You cannot Transfer any part of Your Franchise Assets to a Competing Business or to owners of a Competing Business without Our written permission. Any such Transfer without Our written approval is considered void ab initio.

14.3 Qualifications of Transferee. In determining the acceptability of the proposed transferee, We will consider, among other things, Our then-current standards for new franchisees, Including the net worth, financial resources, credit worthiness, health, background, training, personality, reputation, and business experience of the proposed transferee, Including that of the new Operating Principal, the terms and conditions of the Transfer, and any circumstances that would make the Transfer not in the best interests of Us or the System, Including the proposed purchase price. We may meet and candidly discuss all matters relating to Your Franchise Business with the potential transferee, Including providing a proposed transferee with corrected information or information in addition to what You have provided. In no case will You or a proposed transferee rely on Us to review or evaluate any proposed Transfer.

14.4 Application for Transfer. You must provide Us written notice of Your intent to Transfer prior to listing or offering part of the Franchise Assets for sale, and upon any proposed Transfer of Your Franchise Assets, or any interest therein. You must also submit to Us an application in the form specified by Us on behalf of the proposed transferee.

14.5 Referral Fee. At Your request, We may in Our discretion refer potential buyers of Your Franchise Business. If We refer the buyer of Your Franchise Business or the assets of Your Franchise Business, or an ownership interest in the Franchise Business, You shall pay Us the referral fee regardless of whether the buyer is an existing Wild Roots franchisee or not. See Exhibit "A-3."

14.6 Transfer Fee. As a condition of Our approving the Transfer of any part of Your Franchise Assets, You shall pay Us the applicable non-refundable Transfer Fee listed in Exhibit "A-3" at the time of the approved Transfer. You must also pay a non-refundable Transfer deposit of $5,000, at the time You submit Your Transfer request. This deposit is applied to the Transfer Fee if the Transfer is approved and is non-refundable whether or not the Transfer is approved.

14.7 Minority Interest Transfers. If a proposed Transfer is for less than 40% of Your entity (cumulative during the term of this Agreement), You must pay us a transfer fee listed in Exhibit "A-3" there will be no transfer Fee, but You must reimburse Us Our legal and corporate fees incurred related to the Transfer, and We will not be entitled to exercise Our right of first refusal set forth in Section 14.9 below. Each ownership certificate of a corporation or limited liability company franchisee must have endorsed upon its face that a Transfer is subject to the restrictions of this Agreement. Additionally, any new Operating Principal and other applicable personnel are required to complete the necessary training as required by Us and pay the applicable training fee. Any new owner, along with their spouse or legal domestic partner, with a direct or indirect ownership of 25% or more in Your Franchise Business or Your entity must personally guarantee the obligations of this Agreement.

14.7.1 Transfers for Convenience. If You make a transfer from individuals to an entity or another entity, where the ownership structure and percentages do not change, You must give Us Notice of such transfer for Our review and reimburse Us Our legal fees and administrative costs related to Our review and approval of the transfer (see Exhibit "A-3").

14.8 Involuntary Transfers Void. Involuntary Transfers of this Agreement by You, such as by legal process, are not permitted, are not binding on Us, and are grounds for termination of this Agreement. Using this Agreement as security for a loan, or otherwise encumbering this Agreement is prohibited unless We specifically consent to any such action in writing prior to the proposed transaction. You cannot grant a sub-franchise under this Agreement nor otherwise seek to license or permit others to use this Agreement or any of the rights derived by You under it. Any attempt to Transfer any part of the Franchise Assets, whether or not binding on Us, will be grounds for the immediate Termination of this Agreement unless such Transfer is authorized in writing by Us.

14.9 Conditions of Transfer. Prior to the effective date of Transfer of any part of Your Franchise Assets and as a condition for Our approval of any Transfer:

14.9.1 Compliance. You must be in full compliance with this Agreement and not be in default hereunder, and You must comply with Our policies related to a Transfer as set forth in the Manuals. All accounts payable and other monetary obligations to Us or Our affiliates or subsidiaries must be paid in full. You must have submitted to Us all required reports, financial statements, and other documents.

14.9.2 Franchisee Application; Written Proposal. The transferee must complete and submit all application documents required by Us from prospective franchisees at the time of Transfer and be approved in writing by Us. The terms and conditions of the proposed Transfer must be provided in writing to Us within the time frames specified by Us. The price and other proposed terms of the Transfer must not, in Our reasonable business judgment, have the effect of negatively impacting the future viability of the Franchise Business. If any part of the sale price is financed, You must agree that all obligations of the transferee under any promissory note, other payment agreement, or financing statement will be subordinate to the obligations of the transferee to pay the Fees owing to Us and our affiliates pursuant to this Agreement.

14.9.3 Assumption of Obligations. All Your obligations in connection with the Franchise Assets must be assumed by the transferee, Including assuming Your Lease obligations, if applicable, in a form acceptable to Us, and the transferee(s) must provide personal guarantees approved by Us. See Section 6.3 above.

14.9.4 New Franchise Agreement. At Our discretion, the transferee must sign the then-current form of the franchise agreement for a term equal to the remaining term of this Agreement, the remaining term of the existing Lease, or the term set forth in the then-current franchise agreement, and fully Update the Franchise Business and Premises to the level required of new franchisees.

14.9.5 Training. The transferee must pay for and complete the training or certification program required of new franchisees. See Exhibit "A-3." You and the transferee and We must coordinate on the timing of training, so that the Franchise Business does not have a gap in properly trained management.

14.9.6 Transfer Fee. You shall pay the Transfer Fee set forth on Exhibit "A-3."

14.9.7 General Release. You must execute a general release releasing Us of any claims You may have against Us.

14.9.8 Survival of Covenants. Your non-competition, indemnity, confidentiality obligations, the provisions relating to dispute resolutions, and other applicable terms of this Agreement, will survive any Transfer.

14.10 First Right of Refusal.

14.10.1 Right of First Refusal. You hereby grant to Us the right of first refusal to purchase Your Franchise Assets on such terms and conditions specified in a bona fide written offer from a third-party, who would satisfy the criteria for approval under Section 14.3. You must notify Us in writing of the terms and conditions of the Transfer, Including the Franchise Assets proposed to be Transferred, the purchase price or other consideration, any creditor financing terms being extended by You, the date of the proposed Transfer, and all other pertinent provisions of the proposed Transfer. In addition, a copy of any contract, agreement, memorandum of sale, deposit receipt, letter of intent and the like, must also be forwarded to Us as soon as it is signed by You. Following receipt of all pertinent data and documents concerning the proposed Transfer and data concerning Your Franchise Business, financials, employee information, and lease information, We will have 30 days in which to advise You in writing of Our election to have the Franchise Assets transferred and assigned to Us on the terms and conditions agreed to by the prospective transferee. Should We elect to purchase the Franchise Assets proposed to be Transferred pursuant to Our right of first refusal, You and We agree to cooperate to accomplish the Transfer as set forth in the provisions submitted to Us by You, provided that the date for the completion of the Transfer can be extended at Our option for up to 30 days beyond the date originally indicated for the completion of the Transfer in order to allow the completion of the transaction in a manner more convenient to Us. We have the right to off-set any amounts You owe to Us against the purchase price.

14.10.2 Non-Election of Rights. If We do not elect to purchase the Franchise Assets proposed to be Transferred, You may complete the proposed Transfer on the terms and conditions set forth in Your notice to Us subject to Our right to approve the proposed transferee and the terms and conditions set forth under this Article. However, if there are any material changes in the terms and conditions of the proposed Transfer, and any of those changes are more favorable to the purchaser, You must notify Us of the changes in writing, and We will have an additional 10 days to elect to purchase the Franchise Assets proposed to be Transferred on the revised terms and conditions. Additionally, if Your Franchise Business is not Transferred to such third-party within five months after We elect not to purchase the Franchise Assets, You must re-offer the Franchise Assets to Us before You may Transfer to an approved third-party. We have no obligation to purchase Your Franchise Assets.

14.11 Death or Incapacity and Interim Management. In the event of the death or incapacity of an individual franchisee or the majority owner of the franchisee entity (the term "incapacity" means any physical or mental infirmity that prevents the person from performing the obligations under this Agreement: (i) for a period of 60 or more consecutive days, or (ii) for 100 total days during a calendar year), the heirs or personal representative will have the right to continue Your Franchise Business; for no more than 180 days after such death or incapacity (or such longer period required by the laws of the state where Your Franchise Business is located) the heirs appoint a representative to act in behalf of the heirs in all matters pertaining to Your Franchise Business as provided for new Operating Principals, center directors, or franchisees, Including the requirements to have the representative trained and accepted by Us in accordance with Our standards. The heirs or personal representatives, instead of operating Your Franchise Business themselves under the foregoing procedures may choose to Transfer Your Franchise Business. If a decision to Transfer is made, the Transfer procedures explained above will apply. If We are required to operate Your Franchise Business for a time due to death or incapacity, or as otherwise allowed under this Agreement, the provisions of Paragraph 6.2.3 above will apply.

14.12 Assumption of Obligations. The parties agree that in the event a court of competent jurisdiction orders You to Transfer to Your spouse, domestic partner, or a third-party all or any part of Your Franchise Assets, such an order will constitute a Transfer of this Agreement and will cause the transferee to be subject to all the terms and conditions concerning Transfers set forth herein above.

14.13 Acquisitions. If We receive an offer to acquire a majority of the franchises or to purchase a majority of Our assets or stock, or to merge or go public or similar transactions, We have the option, but not the obligation, to purchase all Your rights and interests in and under this Agreement and Your Franchise Business at fair market value payable on terms as reasonably negotiated. The purchase price will not Include compensation for any successor term or goodwill. All goodwill belongs to Us. If the purchase option is exercised, You must execute a general release to Us. We will close Our purchase and make payment within 60 days after closing or as soon thereafter as reasonably practical.

14.14 Transfer for Convenience of Ownership. If You are an individual or individuals, You may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership (without paying a transfer fee to Us), provided You: 1) give Us at least 15 days' prior written notice of the proposed Transfer; 2) send Us copies of the entity's charter documents, bylaws (or operating agreement), ownership interests of the owners, and similar documents, as We may request for Our review; and 3) own all equity and voting securities of the corporation or limited liability company. Additionally, You and the new entity must sign an assumption and assignment agreement in the form required by Us, whereby the transferee assumes all obligations of this Agreement, and all personal guarantors remain as personal guarantors after the Transfer. Furthermore, Your Operating Principal must continue in the same capacities as before the Transfer.

ARTICLE XV
RELATIONSHIP OF THE PARTIES

15.1 Independent Contractors. In all matters, You are an independent contractor. Nothing in this Agreement or in the franchise relationship constitutes You as Our partner, agent, employee, joint employer, or joint venturer with Us, and this Agreement does not create a fiduciary relationship between You and Us. Neither party is liable for the debts, damages, losses, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors or omissions of the other. You are solely responsible for the management and control of Your Franchise Business, Including its daily operations, managing and directing employees, contractors, and salespersons, and paying all costs and expenses of Your Franchise Business. The parties agree not to hold themselves out by action or inaction contrary to the foregoing and to indemnify each other for any liability, cost or expense, Including attorney's fees, incurred by either of them for any act, omission, finding or result to the contrary. None of Your employees will be deemed to be Our employee and each employee will be so notified by You. Neither party has the authority to act as agent for the other, and neither You nor We guaranty the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed to in writing. You must post promptly and maintain any signs or notices specified by Us or by applicable law indicating the status of the parties as described above.

15.2 Indemnification. You shall defend, indemnify, and hold Us harmless from any and against any and all losses, liabilities, damages, costs and expenses whatsoever, Including reasonable attorney's fees, arising out of or related to, or in any way connected with You or Your acts, errors, negligence, or omissions in the operation of Your Franchise Business or Your Franchise Business generally, Including any allegation that You are Our employee, or that We are a joint employer or otherwise responsible for the acts or omissions relating to Your employees, and other laws regarding public accommodations for persons with disabilities. You agree not to file any crossclaim or counterclaim against Us for any action made by a third-party or make any response that would infer or represent We are liable as a party or defendant to any action that is contrary to this Section. This Agreement and the terms in this Article and related terms in this Agreement is a bona fide defense to any claim You may contradictorily make against Us as to Our liability or proportion of fault. You shall bear all costs to defend Us from claims raised by a third-party. If We incur any costs or liabilities to any third-party, You shall reimburse Us for costs associated with Our defense to those claims. We have the right to defend any such claim against Us by employing counsel of Our choice, subject to full reimbursement of all legal fees by You. We will use Our reasonable efforts to cooperate with You in any litigation, judicial or administrative proceeding to avoid duplication of time, effort or expenditure to the greatest extent possible without compromising Our interest in such matter. You are not required to indemnify Us for liability caused by Our willful misconduct, gross negligence, strict liability, or fraud. This indemnity will continue in full force and effect subsequent to and notwithstanding the Termination of this Agreement.

ARTICLE XVI
COVENANT NOT TO COMPETE

16.1 In-Term Covenants. During the term of this Agreement and for any extensions or Successor Franchises hereof, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever or have any interest in a Competing Business in any capacity, territory, or location, except with Our prior written consent. Your Principals must each execute the standard Brand Protection Agreement for Principals attached as Exhibit "A-4," and Your personnel must execute Our Employee Brand Protection Agreement (see Exhibit "A-5"). (Although We provide You this form, You are responsible to conform it to the laws and regulations of Your state.) You shall promptly deliver a copy of all such agreements to Us within 10 days of hiring of the respective employee.

16.2 Confidentiality. During the term of this Agreement and any extensions or Successor Franchises hereof, and at any time after the Termination of this Agreement, You and those over whom You have control shall not make any unauthorized disclosure or use of Our Confidential Information or Intellectual Property other than as authorized by this Agreement. You shall adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of Confidential Information and Intellectual Property, which procedures may be prescribed from time to time by Us. You shall never contest the validity of Our exclusive ownership of and rights to Our Intellectual Property or Confidential Information. Without limiting the foregoing, any communication (email, paper, etc.) from Us to You cannot be forwarded to another email account You control or share, or forwarded to anyone, Including employees, without first receiving Our express written consent.

16.2.1 Prior Disclosures. You acknowledge and agree that prior to the execution of this Agreement, You may have received information and met and corresponded with Our principals, agents and/or representatives, and that any such Confidential Information obtained or received is subject to the protection and restrictions of this Agreement.

16.2.2 Confidentiality of this Agreement. You agree that all terms of this Agreement that are not otherwise made public under franchise disclosure laws will remain confidential, and You shall not make any public announcement, issue any press release, publicize, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures without Our prior written consent. It is agreed and understood that You may disclose the confidential terms of this Agreement only to Your professional lenders, advisors, and government authorities.

16.3 Post-Term Covenants. Upon Termination of this Agreement and for a continuous, uninterrupted period of three years thereafter, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity, territory, or location within Your Territory or within 15 miles of Your Territory or within 10 miles of the territory of any Wild Roots® business operation at the time of Termination of this Agreement.

16.4 Non-Solicitation of Customers. During the term of this Agreement and for three years after the Termination of this Agreement, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, contact any customer serviced by the Franchise Business, a prospective customer, or any former or then-current customer of Ours (with whom You had contact during the term of this Agreement) for the purpose of soliciting any such customer to a Competing Business. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

16.5 Survival of Covenants; Tolling of Covenants. The foregoing covenants survive the Termination of this Agreement and apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason. In addition to other remedies available to Us, in the event You violate a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled for the period of Your violation.

16.6 Acknowledgement of Harm. You acknowledge that Your violation or breach of the covenants and provisions of this Article is likely to cause substantial and irreparable harm to Us and the System. The existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants set forth in this Article.

16.7 Enforceability. It is the desire and intent of the parties to this Agreement that the provisions of this Article be enforced to the fullest extent permissible under applicable laws. If any of the restrictions of this Article are determined to be unenforceable because of duration, scope or coverage or otherwise, then We have the right in Our sole discretion to reduce the scope of any covenant set forth above or any portion thereof, without Your consent, effective immediately upon receipt by You of written notice thereof; which modified covenant will be fully enforceable notwithstanding any other provision of this Agreement.

16.8 Immediate Family. You acknowledge and agree that the restrictions on Your Immediate Family is necessary because Your disclosing Our Confidential Information or Intellectual Property to

Immediate Family could potentially circumvent the purpose of this Agreement, and You also acknowledge that it would be difficult for Us to prove whether You disclosed Our Confidential Information or Intellectual Property to Immediate Family.

ARTICLE XVII
DISPUTE RESOLUTION

17.1 Quick Resolution. You and We understand that there is always a possibility of differences of opinion or other disagreements in any business relationship and agree that it is important to resolve any Disputes amicably, quickly, inexpensively, and professionally and to return to business as soon as possible.

17.2 Manner of Handling Disputes. In the event any Dispute arises between Us and You in connection with, arising from, or with respect to, any provision hereof, the relationship created herein, or the validity of this Agreement or any provision hereof, or the offer and sale to You, such Dispute will be:

17.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us in Temecula, California or at Our then-current headquarters, within 30 days after either You or We give written notice to the other proposing such a meeting. We have the right, in Our sole discretion, to waive this requirement.

17.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting has not successfully resolved such Dispute, and if desired by either You or Us, the Dispute will be submitted to non-binding mediation before Franchise Arbitration and Mediation Services ("FAM") or as otherwise mutually agreed. The mediation will be conducted exclusively in San Diego, California. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert, or counsel for any party with respect to the Dispute and any related matters.

17.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, the Dispute will be submitted for arbitration to the offices of the American Arbitration Association in accordance with its commercial arbitration rules in effect. All arbitration hearings will be conducted exclusively in San Diego, California. The arbitrator will have the power and jurisdiction to decide such dispute solely in accordance with the express provisions of this Agreement. The arbitrator will render a written opinion setting forth the facts found, law applied, and reasons for the decision.

(i) Arbitration Procedures. In any arbitration, the parties will be entitled to specific performance of the obligations under this Agreement. The arbitrator may award or otherwise provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other pre-judgment, equitable and/or interim relief as appropriate pending final resolution by binding arbitration of a Dispute, as well as in connection with any such final resolution, and may issue summary orders disposing of all or part of a Dispute at any point. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction. Offers and/or other communications made in connection with, or related in any way to, mediation, possible settlement or other resolution of a Dispute will not be admitted into evidence or otherwise used in connection with any arbitration or other proceeding, and any arbitration award in violation of this provision will be vacated by the arbitration appeal panel (described below) and/or any court having jurisdiction. The arbitrator will have the power to order compliance with such discovery procedures, as well as assess sanctions for non-compliance with any order. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Paragraph. Each party may submit in writing to the other party, and the other party will respond, to a maximum of any combination of 25 (none of which may have subplots) of the following: interrogatories, demands to produce documents, and requests for admission. You and We are also entitled to take the oral deposition of one individual of the other party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitrator, and not a court, will decide any questions relating in any way to the parties' agreement or claimed agreement to arbitrate, Including a claim for fraud in the inducement or otherwise. Each participant must submit or file any Dispute that would constitute a compulsory counterclaim (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceedings as the Dispute to which it relates. Any such Dispute that is not submitted or filed in such proceedings will be forever barred. The award and findings of the arbitrator will be conclusive and binding upon all parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

(ii) Individual Disputes. All Disputes must be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis between You and Us and will not be consolidated with any other arbitration or court proceeding involving Us and any other party. You hereby fully waive any right You may have to any potential class action claim and agree that any legal action will only be on an individual party basis.

(iii) Agreed Limitations. Except for payments owed by one party to the other, claims attributable to Your underreporting of sales, indemnification under Article XV, or claims related to an act of Yours allowing Us to immediately terminate this Agreement, any legal action or arbitration proceeding (Including the offer and sale of a franchise to You) brought or instituted with respect to any Dispute hereunder must be brought or instituted within one year from the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; provided that no claim may be brought more than two years after the first act or omission giving rise to an alleged claim. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

(iv) Limited Damages. You and We waive any right or claim of any consequential, punitive, or exemplary damages against each other and agree that in the event of a Dispute between You and Us, each will be limited to the recovery of actual damages sustained.

(v) Exceptions to Arbitration. You and We agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to: (a) the validity of the Marks, or any trademarks, service marks or other Intellectual Property; (b) rights to obtain a writ of attachment or other prejudgment remedies; (c) rights to receive and enforce a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief; or (d) Disputes solely for fees and other monies owed by one party to the other under this Agreement.

(vi) Appeals. If any party to an arbitration wishes to appeal any final award by an arbitrator (there will be no appeal of interim awards or other interim relief), that party can appeal, within 30 days of such final award, to a three-person arbitrator panel to be appointed by the same organization as conducted the arbitration to be held exclusively at the same location as specified above. The issues on appeal will be limited to the proper application of the law to the facts found at the arbitration and will not Include any trial *de novo* or other fact-finding function. The party requesting such appeal must pay all costs and fees of the arbitrators and arbitration proceedings, subject to reimbursement as set forth below.

(vii) Sharing of Fees. Except for an appeal, the parties to the Dispute or action will share the fees and expenses of the mediation and the arbitration equally during the mediation and arbitration. If a party is unable or unwilling to pay its share of the cost of the mediation or arbitration, the other party has the right to cover those costs; however, the prevailing party in arbitration, Including on appeal, will be awarded costs and attorney's fees as set forth in Section 19.3 below.

(viii) Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced, and You and We will rely on federal preemption under the Federal Arbitration Act.

17.3 Continued Performance. During the pendency of any Dispute or any such interim relief proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ARTICLE XVIII
NOTICES

18.1 Notices. All notices permitted or required under this Agreement must be in writing and delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission when confirmed by facsimile transmission, during normal business hours, Monday through Friday, holidays excepted; (iv) by sending an email to the email address below or other verified email address when confirmed by receipt verification, which verification will not be withheld or otherwise denied; or (v) by certified or registered mail, return receipt requested, addressed as follows:

FRANCHISOR:	**FRANCHISEE:**
Wild Roots Franchising LLC 27655 Jefferson Avenue Temecula, California 92590 (or Our then-current headquarters) Email: BRITTANY@WILDROOTS.COM With a courtesy copy to (which will not act as notice or service to Wild Roots Franchising LLC): The Franchise & Business Law Group Attn: Kara K. Martin 222 South Main Street, Suite 500 Salt Lake City, Utah 84101 Email: KMARTIN@FBLGLAW.COM	______________________________ ______________________________ ______________________________ Email:__________________________

18.2 Delivery. If You refuse or fail to accept any certified or overnight delivery, acceptance will be deemed to have occurred 48 hours after rejection or failure to accept such notice. Any notice delivered by mail in the manner herein specified will be deemed delivered and received three days after mailing.

18.3 Listed Addresses. The address specified herein for services of notices may be changed at any time by the party making the change by giving written notice to the other party by certified mail or as otherwise agreed by You and Us. Any notice to You may be delivered to the address set forth above or to the address of Your Franchise Business or office.

ARTICLE XIX
CONSTRUCTION AND JURISDICTION

19.1 Governing Law. Except as provided in Section 19.5, this Agreement will be governed, construed and interpreted in accordance with the laws of the state of California without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then such terms will be deemed incorporated herein but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect.

19.2 Jurisdiction. In order to facilitate our joint interests in having franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article XVII, if there is any litigation between us, You and We hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the state of California even though it may be otherwise possible to obtain jurisdiction elsewhere, and You and We agree that San Diego, California will be the exclusive venue for any litigation between Us and You. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of California.

19.3 Costs and Attorney's Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties are entitled to reasonable attorney's fees and other costs reasonably incurred in such action or arbitration or litigation proceeding. The costs of mediation will also be awarded to the prevailing party in arbitration or litigation, if applicable. For purposes of this Agreement, "prevailing party" Includes the party which obtains a judgment in their favor or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly breached, or which obtains substantially the relief sought. Reimbursement is due within 30 days of written notice after prevailing.

19.4 No Jury Trial. You and We waive, to the fullest extent permitted by law, all rights to trial by jury in any action or Dispute, whether at law or in equity, brought by either party.

19.5 Exception. Notwithstanding the foregoing, the Federal Arbitration Act (9 U.S.C. §§ 1 Et. Seq.) and the United States Trademark Act (Lanham Act, U.S.C § 1051 Et. Seq.) will apply to this Agreement and the relationship of the parties and preempt any state law to the contrary.

ARTICLE XX
MISCELLANEOUS

20.1 Headings. Headings used in this Agreement are for reference and convenience purposes only and are not to be used in construing the provisions of this Agreement. As used herein, the male or female gender will include the other and the neuter. The singular will include the plural and the plural will include the singular as appropriate.

20.2 No Third-Party Rights. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third parties will have any right or claims, benefit or right or a third-party beneficiary under this Agreement or any provision hereof. Similarly, You are not entitled to claim any rights or benefits, Including those of a third-party beneficiary, under any contract, understanding or agreement between Us and any other person or entity, unless that contract, understanding, or agreement specifically refers to You by name and specifically grant rights or benefits to You.

20.3 Authority. Where an entity is a party to this Agreement, the person or persons signing this Agreement on behalf of the entity warrant to Us that they have the requisite authority to sign this Agreement. At Our request, the concerned company signatory agrees to promptly provide Us with a certified copy of the resolution authorizing the execution of this Agreement and naming the officers, directors, members, or managers of the entity who are authorized to sign this Agreement on behalf of the entity. No field representative or salesperson has the right or authority to sign this Agreement or make oral representations or written modifications hereof on Our behalf.

20.4 No Partial Payments. No payment by You or receipt by Us of any amount less than that required to be paid under this Agreement, or otherwise, to Us or any person or entity affiliated with Us, will be deemed to be anything except payment on account, regardless of any endorsement to the contrary contained on any such payment or in any oral or written communication transmitted in connection therewith.

20.5 Joint and Several Liability. If more than one person, corporation, limited liability company, partnership or other entity, guarantor or any combination thereof, sign this Agreement on behalf of the franchisee, the liability of each will be joint and several. All members of a general partnership and all members of any association or other unincorporated entity, which is part of the franchisee hereunder, are jointly and severally liable for Your performance hereunder.

20.6 No Off-Set or Withholdings. You shall not offset or withhold the payment of any Fees, payments or other amounts due to Us or Our affiliates or suppliers on grounds of the alleged non-performance by Us of any of Our covenants or obligations hereunder, any Dispute of any nature or otherwise.

20.7 Disclosure. We can disclose, in disclosure documents or otherwise, information relating to Your Franchise Business, Including Your name, address, phone numbers, financial information, copies or reports, and other information.

20.8 Binding Agreement. This Agreement is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

20.9 Force Majeure. Neither party will be liable by reason of any failure or delay in the performance of such applicable party's obligations hereunder on account of strikes, fires, flood, storm, explosion, government shutdown or mandate, or other similar causes which are beyond such party's reasonable control. This Section will not be interpreted to relieve You from Your obligation to pay Us when due all payments required to be made by You under this Agreement.

20.10 Entire Agreement. The parties intend this Agreement and all attached exhibits hereto to be the full and complete agreement between Us and You and the entire integration of all our understandings of every nature concerning the matters contained in this Agreement or in any way related thereto, whether oral or written, and whether occurring before or contemporaneously with the execution of this Agreement. You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further, or additional rights of either You or Us. Nothing in this Agreement, or in any related agreement, is intended to be a disclaimer of the representations We made to You in the franchise disclosure document. If any term of this or Agreement is determined as void and unenforceable, the remaining terms and duties under this Agreement will still be considered enforceable and severable as if it was its own separate agreement from the voided term.

20.11 Amendments. No amendment, change, or variance from this Agreement will be binding on either party unless executed in writing and signed by both parties; however, the Manuals and policies and procedures may be modified by Us from time to time as set forth in this Agreement and are binding.

20.12 Effective Date. Delivery of a draft of this Agreement to You does not constitute an offer. This Agreement will become effective only when fully executed and accepted by Us.

20.13 No Course of Dealing. No course of dealing between You and Us will affect Your or Our rights under this Agreement or otherwise.

20.14 No Representations. You understand that the success or failure of Your Franchise Business depends, in major part, upon Your efforts. You agree that We have not made nor have You received any promise, representation or warranty that: 1) any payments by You are refundable at Your option; 2) We will repurchase any rights granted hereunder; 3) You will achieve any particular sales, income or other levels of performance, or that You will be successful in Your Franchise Business licensed by this Agreement; 4) You will have any exclusive rights of any type other than as expressly set forth herein; 5) You will receive any level of Marketing assistance, site location, development or other services, operational assistance, or otherwise other than as expressly set forth in this Agreement; 6) You will not be required to obtain any licenses or permits in order to operate Your Franchise Business; 7) any location or territory will be successful; or 8) that You will be awarded additional or further franchises or other rights, except as expressly set forth in a written document signed by Us.

20.15 Variances. You understand and agree that: 1) We may have offered franchises in the past, may currently be offering franchises, or may offer franchises in the future, on economic or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents; and 2) there may be instances where We have varied, or will approve exceptions to or changes in the uniform standards, or the terms on which We offer franchises, the charges We make, or otherwise deal with Our franchisees to suit the circumstances of a particular transaction as We believe necessary or desirable under particular circumstances. You have no right to object to such variances or to obtain the same variances for Yourself.

20.16 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this franchise.

20.17 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or breach, or cause the violation or breach, of any agreement or covenant between any third-party, or the violation or breach of any order, decree or judgment of any court or administrative agency.

20.18 FDD Acknowledgement. You represent that You have had a copy of Our franchise disclosure document ("FDD") for at least 14 calendar days or 10 business days, whichever is applicable in Your state, prior to signing this Agreement or making any payment to Us.

20.19 Waiver. We may, in writing, unilaterally waive any of Your obligations or requirements under this Agreement. Waiver by Us of any particular default by or obligation of You does not affect or impair Our rights with respect to any subsequent default by You or any of Our other rights to declare the same or subsequent acts a breach or default. Unless otherwise agreed to by Us in writing, Our acceptance of any payments due from You does not waive any prior defaults.

20.20 Counterparts and Electronic Signatures. This Agreement and its exhibits may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature with full legal force and effect and may be used for all purposes as if it were an original.

20.21 Owners of the Franchise. You represent and We rely upon Your representations in entering into this Agreement that the individuals in Exhibit "A-2" are the owners of and sole holders of a legal and beneficial interest in the franchise entity and in Your Franchise Business.

20.22 Drafting; Rules of Construction. You acknowledge that You have read this Agreement, have had the opportunity to review it with an attorney of Your respective choice and have agreed to all its terms. The rule of construction that a contract be construed against the drafter will not be applied in interpreting this Agreement. Terms used in this Agreement that are not defined must be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision must be given the meaning that renders it enforceable.

ARTICLE XXI
DEFINITIONS

"Competing Business" means an early education childhood center or school, or a business offering services the same as or substantially similar to those offered at Your Franchise Business or as part of the System during the term hereof or at the time of Termination. Such services Include nanny placement services, daycare services, babysitting services, elementary school services, education curriculum-only based licenses for use by any individual, school, daycare, early education center, or entity.

"Confidential Information" means any non-public information (through no fault of Yours) relating to Our products or services, or operation of a Wild Roots® business, the System, or relating to the System as a whole, Including: (i) methods, techniques, formats, specifications, procedures, and systems; (ii) hardware, software, proprietary technology, and equipment; (iii) sales and Marketing programs, sales techniques, pricing, bidding methods, etc.; (iv) the development and operation of Wild Roots® businesses; (v) knowledge of, specifications for, and suppliers of, certain Wild Roots® products, materials, supplies, equipment, furnishings and fixtures; (vi) operating results, margins, expenses, and financial performance of Wild Roots® businesses; (vii) strategic plans and concepts for the development, operation, or expansion of Wild Roots® businesses; (viii) the contents of the Manuals; (ix) all Customer Data; (xi) login, passwords, access information, etc., to email accounts, Social Media, Manuals or other internal sites or shared documents; (xii) Intellectual Property that is generally deemed confidential; (xiii) all Innovations; and (xiv) any other information obtained from Us in confidence at any time by virtue of the franchise or license relationship.

"Copyright Materials" means all writings, curriculum, video and audio recordings, photographs, images, materials, Manuals, drawings, artwork, websites, logos, Marketing materials, apps, and designs used with the Marks or in association with the System.

"Customer" and "Client" whether or not capitalized have interchangeable meanings in this Agreement.

"Customer Data" means any and all customers, and customer and prospective customer data and lists, Including phone numbers, emails, mailing addresses, name and contact information for key personnel of the customer, Social Media followers' information, etc., even if maintained by You or deemed to have arisen through Your activities. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

"Dispute" means any claim, controversy, disagreement, or dispute of any type whatsoever.

"Fees" refers to those fees, payments, and costs that You are required to pay to Us, as more fully set forth on Exhibit "A-3."

"Gross Sales" Includes the total of all sales of all goods and services sold, traded, bartered, or rendered by You and income of every kind and nature, Including the value of a trade or other bartering, arising from Your Franchise Business and tangible property of every kind sold by You during the term of this Agreement. Gross sales also Includes insurance proceeds and/or condemnation awards for loss of sales, profits, or business. "Gross Sales" excludes bona fide credits or returns and excludes amounts paid by You for sales or use taxes on the sale of any products or services.

"Franchise Assets" means this Agreement, or any of rights or privileges associated with this Agreement, or any shares or units in the ownership of Your entity, Your Franchise Business, or substantially all Your assets.

"Immediate Family" means spouses, domestic partners, parents, stepparents, children, stepchildren, sons-in-law, and daughters-in law.

"Innovation" means any idea conceived or developed, or any actual improvement, change, modification, enhancement, or addition to the System, Including to Your Franchise Business, Copyrighted Materials, Manuals, Confidential Information, website, Social Media, Marketing materials, apps or any other documents or information pertaining to or relating to the System, or any Intellectual Property related to the System, or any creative concepts, Marketing ideas, or inventions related to the System, and all derivatives thereof, whether implemented in the System or not.

"Including" or "Includes" means "including but not limited to," "including, without limitation," and similar all-inclusive and non-exhaustive meanings.

"Intellectual Property" means all Marks, trade dress, names, Copyrighted Materials, systems, patents, patent applications, trade secrets, websites, Social Media, apps, and software.

"Interim Management Period" refers to the period of time during which We step in to manage Your Franchise Business as allowed under this Agreement.

"Internet" means any present or future interactive system for electronic communications, using lines, cables, wireless, satellite, radio or any other technology; and which involves one or more of the following: the system of interconnected computer networks that use the internet protocol suite (TCP/IP) or its successor; websites or similar remotely-accessible electronic information sources (whether password protected or not); use of domain names, other locators, or emails that use our trademarks; internet phone services; cellular or similar messaging; mobile applications; social networks or Social Media; or wikis, podcasts, online content sharing communities, or blogging.

"Lease" means a commercial lease or other document of occupancy of the Premises.

"Manuals" means one or more guides or manuals, Including an operations manual, brand standards manual, training manuals, and/or policies and procedures manual, technical bulletins, online drives or portals, or other written materials as may be developed, modified and supplemented by Us periodically. The Manuals may be printed or in an electronic format.

"Marketing" or "Market" Includes advertising, brand development, promotion, public relations campaigns, content creation, influencer incentives or compensation, market research, and other related processes.

"Marks" means the federally registered and common law names, trade names, trademarks, slogans, service marks, logos and/or other commercial property or symbols owned by Us or licensed to Us, whether now or later developed, used in connection with Our System.

"Operating Account" means that account into which all receipts of Your Franchise Business must be deposited.

"Operating Assets" means Your assets, contracts, inventory, supplies, furniture, equipment, signs, accessories, and other personal property relating to Your Franchise Business.

"Operating Principal" is: a) You if You as the franchisee are an individual; or b) if You are an entity, an individual that owns at least 50% of the ownership and voting interests in the franchisee entity (unless You obtain Our written approval of a lower percentage), has authority over all business decisions related to the Franchise Business, and has the power to bind You in all dealings with Us.

"Participant" means an owner, operator, shareholder, director, partner, member, manager, consultant, agent, employee (management-level or higher), contractor, advisor, officer, lessor, lessee, licensor, or licensee.

"Principal" means shareholders, owners, partners, directors, members, managers, officers, and principal employees and contractors.

"Shall" when used in this Agreement (even if not capitalized) means must, mandatory, or other similar affirmative obligation, as the context requires.

"Social Media" means any and all websites, apps and web or Internet pages for social interaction, business operation, Marketing, and other online information communications, whether now or later developed.

"System" Includes the Franchise Business, specific Marks, interior design, classroom layout, décor, color schemes, standards, curriculum, Manuals, processes, services, know-how, operating procedures, Marketing concepts, business formats, and the use of proprietary and Confidential Information and other Intellectual Property.

"Termination" or "Terminate" Includes expiration, non-renewal, repurchase of Your rights, non-granting of a Successor Franchise, non-renewal, Transfer, or any other means by which this Agreement is no longer in effect, and You are no longer a franchisee of the Wild Roots® System.

"Transfer" Includes any direct or indirect assignment, transfer, division, trade, sale, gift, pledge, sublicense, mortgage, granting of any security interest, or sale at judicial sale or under power of sale, conveyance or retention of collateral in satisfaction of debt, or other procedure to enforce the terms of any pledge, encumbrance, or security interest.

"Update" Includes renovations, remodeling, redecorating, redesigning, refixturing, upgrading, refurbishing, modernizing, etc.

"We," "Our(s)" or "Us" only as applied to Paragraphs 2.2.3, 10.1.1, 10.1.2, and 14.8.7, Sections 3.1, 3.5, 6.6, and 16.4, and Articles XI and XV Includes Our predecessors, parents, affiliates, subsidiaries, successors, and assigns and Our officers, directors, shareholders, members, managers, employees, agents, development agents, or others with whose conduct We are chargeable, as applicable.

"You" or "Your" Includes all signers of this Agreement, all current and subsequent guarantors, all subsequent and current members, Operating Principals, owners, partners, shareholders, managers, directors, officers, agents, affiliates, principal employees and with those whose conduct You are chargeable.

IN WITNESS WHEREOF, the parties have respectively signed this Franchise Agreement effective as of the day and year first written above.

FRANCHISOR:	**FRANCHISEE:**
WILD ROOTS FRANCHISING LLC	________________________________
By: ________________________________ (Signature)	By: ________________________________ (Signature)
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________

If the franchisee is not an entity, each person must sign personally.

By: ________________________________
(Signature)

Name: ____________________, personally

By: ________________________________
(Signature)

Name: ____________________, personally

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing an Addendum to the Franchise Agreement pursuant to:

______________ Illinois
______________ Indiana
______________ Maryland
______________ Minnesota
______________ New York
______________ North Dakota
______________ Washington
______________ Other

EXHIBIT "A-1"
TO THE FRANCHISE AGREEMENT

SEARCH AREA AND TERRITORY:
(Map may be attached)

1. Your Search Area in which to select Your Premises location is as follows:

____
____

2. Your approved Premises is to be located at (*may be filled in later if the approved Premises is not known at the time of signing the Franchise Agreement*):

____
____

3. Your Territory consists of the following boundaries: ______________________________

____
____,
or 3-miles from the front door of Your approved Premises.

Our approval of the Territory or a site is not a guarantee or a warranty of the potential success of a territory or a site.

____
Franchisee Initial and Date

____
Franchisor Initial and Date

EXHIBIT "A-2"
TO THE FRANCHISE AGREEMENT

COMPANY REPRESENTATIONS AND WARRANTIES

You make the following additional warranties and representations:

You are a (check one):

□ Partnership □ Corporation
□ Sole Proprietorship □ Limited Liability Company

Name of your entity: ____
The state in which your entity was formed: ____
Date of formation: __________________________
EIN: _____________________________________

The names and addresses of each shareholder, partner, or member holding an ownership interest in the corporation, partnership, or limited liability company (please print or type the information and add extra lines if necessary):

Name	**Address**	**Percentage of Ownership***

*Corporation: Percentage owned of outstanding voting stock.
*Partnership: Percentage owned in voting and in capital and profits.
*Limited Liability Company: Percentage owned in membership interest.

The names of the officers of the company (please print or type the information and add extra lines if necessary):

Name	**Title**

The address where Your corporate records are maintained is:

____
____

The name and address of the Operating Principal who has been approved by Us and who will be directly responsible for supervising Your business operations and who has authority to work with Us and make decisions relating to the operations of the Franchise Business:
Name: ____
Address: ____
Email: ____
Phone: ____

You must provide Us a copy of Your articles of organization and operating agreement or articles of incorporation and bylaws within one week of the date below.

Dated _______________________________.

FRANCHISEE:

____

By: _______________________________
(Signature)

Name: _____________________________

Title: ______________________________

EXHIBIT "A-3"
TO THE FRANCHISE AGREEMENT

FEE CHART[1]

The following Fees are more fully described in the Franchise Agreement.

Type of Fee	**Amount**	**Section Reference**
Initial Franchise Fee	$50,000	See Section 5.1
Royalty	7% of Gross Sales	See Section 5.2
Brand Fund Fee	2% of Gross Sales, up to 3%	See Paragraph 5.3.1
Successor Franchise Fee	$5,000	See Paragraph 2.2.4
Unauthorized Product or Service Fee	$250 per violation	See Section 3.4
Lease Renewal Fee	Our costs, not to exceed $3,500	See Paragraph 4.2.3
Relocation Fee	25% of Our then-current initial franchise fee	See Section 4.5
Relocation Opening Assistance Fee	$750 per person, per day	See Section 4.5
Classroom Set-Up Fee	$3,000 per classroom with a minimum of 3 classrooms; an additional $1,500 per classroom if setup takes more than two days	See Paragraph 5.1.1
Additional Franchise Purchases	20% off Our then-current franchise fee	See Paragraph 5.1.2
Nanny Placement Add-on	$15,000	See Paragraph 5.1.3
Elementary School Service Add-on	$15,000	See Paragraph 5.1.4
Local Marketing Requirement	1% of Gross Sales	See Paragraph 5.3.2 and Section 10.3
Opening Marketing Fee	$20,000 to $25,000	See Paragraph 5.3.4
Add-on Service Marketing Fee	$10,000 per approved add-on service	See Paragraph 5.3.4
Late Fees and Interest	The greater of $200 or the amount stated in the operations manual, plus 2% interest, or the maximum interest allowed by state law	See Paragraphs 5.4.4 and 5.4.5
Non-Sufficient Funds Fee	$50 per bounced check or draft, or the maximum allowed by state law	See Paragraph 5.4.4
Sales or Use Tax	Sum equal to tax imposed	See Paragraph 5.4.6
Audit Charge	Cost of audit	See Paragraph 5.5.2
System Non-Compliance Fines and Charges	$400 per violation, in addition to any other fee associated with Your noncompliance	See Section 5.9
Additional People at Initial Training	$100 per person/per day	See Paragraph 6.1.4
Initial Training Re-Training Fee	$750 per person /per day	See Paragraph 6.1.4
Replacement Training	$750 per person/per day	See Paragraph 6.1.4(i)

Ongoing Refresher Training	$750 per person/per day	See Section 6.1.4(ii)
Additional In-Person Training	$750 per person/per day	See Paragraph 6.1.4(iii) and Section 7.3
Add-On Service Training	$750 per person/per day	See Paragraph 6.1.4(iv)
Rescheduling Fee	Our costs	See Paragraph 6.1.4(vi)
Insurance Reimbursement Fee	Reimbursement of the premium amount costs, plus 15% of the premium amount	See Paragraph 6.1.11
PCI and DSS Audit Reimbursement Fee	Reasonable costs of the audit	See Paragraph 6.1.13(iv)
Conference Fee	Currently $0	See Paragraph 6.1.14
Seminar Fee	Currently $0	See Paragraph 6.1.14
Technology Fee	$50	See Section 6.1.15
Quality Assurance Inspection Fee	Actual costs	See Paragraph 6.2.2(iv)
Compliance Re-Inspection Fee	Our costs	See Paragraph 6.2.2(iv)
Customer Servicing Fee	$300, plus reimbursement of Our costs	See Paragraph 6.2.2(v)
Interim Management Fee	10% of Gross Sales for the duration of the management; plus, reimbursement of Our actual expenses	See Paragraph 6.2.3 and Section 14.10
Mystery Shopper Service	Actual costs	See Paragraph 6.2.4
Supplier Evaluation Fee	Our reasonable expenses	See Section 8.3
Additional Copies of Marketing Materials	Our reasonable costs, plus 10%, and the costs for shipping and handling	See Section 10.4
Fees on Default	Our costs associated with Your default	See Section 11.2
Post-Termination Non-Compliance Fee	Our costs and damages	See Paragraph 12.1.12 and Section 12.6
Early Termination Liquidated Damages	Average royalty from the previous 52 weeks multiplied by 24 months or the remaining term of the Franchise Agreement, whichever is less.	See Section 12.5
Referral Fee	$35,000	See Section 14.5
Transfer Deposit Fee	$5,000	See Section 14.6
Transfer Fee to New Franchisee	Three-fourths of Our then-current initial franchise fee for transfers to new franchisees;	See Section 14.6
Transfer Fee to Existing Franchisee in Good Standing	One-fourth of Our then-current initial franchise fee	See Section 14.6
Minority Interest Transfer Fee	$1,500	See Section 14.7
Transfer for Convenience	Our legal fees and administrative costs related to the transfer	See Paragraph 14.7.1
Transferee Training Fee	$750 per person, per day	See Paragraph 14.9.5
Indemnification	Varies	See Section 15.2
Dispute Resolution Fees	Varies	See Section 17.2 and Section 19.3

[1] For any amounts due by you that are a fixed dollar amount (*e.g.* a fee is $200 per month) or that are calculated in a way that includes a fixed dollar amount (*e.g.* five percent of gross sales between $5,000 and $50,000 is the amount due by you), we may adjust these dollar amounts each year during the term of the franchise agreement proportionately by the amount of the increase in the Consumer Price Index, effective upon notice to you. Costs charged by third parties are subject to change at any time and do not have an annual cap.

EXHIBIT "A-4"
TO THE FRANCHISE AGREEMENT

BRAND PROTECTION AGREEMENT FOR PRINCIPALS

This BRAND PROTECTION AGREEMENT FOR PRINCIPALS (the "Agreement") is entered into and made effective as of the effective date listed below by WILD ROOTS FRANCHISING LLC ("Franchisor") and the undersigned (individually and collectively, the "Principals").

WHEREAS, Principals or his or her or their company entered into an agreement with Franchisor so as to be able to obtain the rights to operate a Wild Roots® Franchise Business using the System developed by Franchisor, Including certain Confidential Information of Franchisor ("Franchise Agreement"); and

WHEREAS, Principals recognize the value of the System and the intangible property rights licensed under the Franchise Agreement, and the importance of maintaining the Confidential Information, and recognize that the Franchisor's entering into the Franchise Agreement is conditioned upon each Principal entering into this Agreement; and

WHEREAS, all capitalized terms used, but not defined, herein will have their respective meanings assigned to them pursuant to the Franchise Agreement.

NOW THEREFORE, in consideration of Franchisor entering into the Franchise Agreement with Principals or his or her or their company, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment. Principals individually acknowledge that he or she has obtained or may obtain access to Confidential Information and made available to Principals that is necessary and essential to the operation of the Franchise Business, without which information the Franchise Business could not efficiently, effectively, and profitably operate. Principals further acknowledge that such Confidential Information was not known to him or her prior to the association with Franchisor.

2. Non-Disclosure and Non-Use. Except as may be required or allowed under the Franchise Agreement, Principals and any of a Principal's Immediate Family, shall not during the term of the Franchise Agreement and any time thereafter, in perpetuity, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use, any information relating to the Franchise Business or interest of Franchisor, Confidential Information, the System, or other information or materials that he or she knows, or reasonably should know, is regarded as confidential to Franchisor. Principals shall also adopt and implement all reasonable procedures prescribed by Franchisor, from time to time, to prevent unauthorized use and/or disclosure of the Confidential Information, Including restrictions on disclosure to employees and other third parties.

2.1 Duty to Notify. Principals agree to notify Franchisor of any reasonably suspected attempts to violate the terms or purposes of this Agreement and further agree to require all personnel to report to it any reasonably suspected attempts to violate this Agreement. In the event it is discovered that Principals knew or had reason to know of any suspected attempts to violate this Agreement, Principals agree to indemnify Franchisor for all costs and fees associated with enforcement, and to reimburse Franchisor for those losses sustained due to such violation.

2.2 No Reverse Engineering. Principals shall not, either personally, in concert with others, or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile or deconstruct any portion of the Confidential Information, Including the Recipes, and shall not allow, encourage or permit any partner, owner, director, member, manager, agent, employee or other person to do so.

2.3 Limited Use. Principals shall limit their use of the Confidential Information, Including, their recollection of any part of the Confidential Information, to the performance of their duties as described in the Franchise Agreement, the Manuals, and any policies and procedures implemented by Franchisor and shall not use the Confidential Information for any personal use or gain.

3. Non-Competition; Non-Solicitation. The following covenants will be enforced during and after the term of the Franchise Agreement:

3.1 In-Term Covenant. During the term of the Franchise Agreement and for any extensions or Successor Franchises thereof, except as permitted under the Franchise Agreement, Principals and each Principal's Immediate Family, shall not be a Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity or location except with Franchisor's prior written consent.

3.2 Post-Term Covenant. Upon Termination for any reason of the Franchise Agreement, and any extensions or Successor Franchise Agreements thereof, or upon any Transfer or repurchase of a Principal's rights under the Franchise Agreement or the franchise entity, or a Principal's dissociation from the Franchise Business, and for a continuous, uninterrupted period of three years thereafter, Principals, and Principal's Immediate Family, shall not, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity, territory, or location within the Territory or within 15 miles of the Territory or within 10 miles of the territory of any System franchise or Wild Roots® business operation at the time of such Termination or Transfer. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision. Principals agree that the Franchise Business attracts customers from up to 15 miles, and that such geographical restraint is not unreasonable.

3.3 Non-Solicitation of Customers. During the term of the Franchise Agreement and for three years after the Termination of the Franchise Agreement, Principal and each of Principal's Immediate Family shall not, directly or indirectly, contact any former or then-current customer of the Franchise Business, or any former, then-current customer of Franchisor or an affiliate of the Franchisor (with whom the Principal had contact during the term of the Franchise Agreement), or prospective customer for the purpose of soliciting such customer to a Competing Business. All Customer Data belongs to Franchisor. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

4. Violation of Non-Competition, Non-Solicitation Provisions; Tolling of Covenants. In addition to other remedies available to Franchisor, in the event a Principal violates a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled for the period of that Principal's violation.

5. Return of Materials. Upon the Termination of the Franchise Agreement, or a Principal's disassociation from the Franchise Business, each Principal agrees to deliver to Franchisor (and shall not keep a copy in his or her possession or deliver to anyone else) the Wild Roots® Manuals and any and all Confidential Information.

6. Non-Disparagement. Principals shall not, during and after the term of this Agreement, make any negative, disparaging, false or misleading statements, published or made orally, in any form or medium about Franchisor, Franchisor's officers, owners, partners, directors, members, managers, representatives, agents or employees, the brand, the System, Franchisor's products and services, or other franchisees.

7. Irreparable Harm. Principals hereby acknowledge and agree that any breach by him or her of any portion of Sections 1 through 6 above, inclusive, will cause damage to Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any Principal of any of the terms of Section 1 through 6 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such breach and without the requirement of posting bond. Additionally, Principals agree that the existence of any claims a Principal may have against Franchisor, whether or not arising from this Agreement or the Franchise Agreement, will not constitute a defense to Franchisor's ability to enforce the covenants set forth in this Agreement.

8. Reasonableness and Enforceability. Principals agree that the terms of this Agreement are fair and reasonable in light of the circumstances and were in part, based on the perceived or potential value of the System and the business relationship that Principals and/or his or her or their company have and will have with Franchisor. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will Include the feminine and neuter and the singular will Include the plural and conversely. Principals understand that a separate action may be brought or prosecuted against a Principal whether or not the action is brought or prosecuted against any other Principal or against the franchisee, or any or all of them, or whether any other Principal or the franchisee is or are joined in the action. Principals acknowledge and agree that the restrictions related to Immediate Family is necessary because a Principal's disclosing the Confidential Information or Intellectual Property to Immediate Family could potentially circumvent the purpose of this Agreement and that it would be difficult for Us to prove whether a Principal disclosed Our Confidential Information or Intellectual Property to Immediate Family.

9. Governing Law and Jurisdiction. The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Agreement will be governed by and interpreted in accordance with the laws of the state of California without giving effect to its conflicts of law provisions. If for any reason court action is filed, Principals individually consent to the jurisdiction of the courts of record in the state of California, and unless the enforcement of this Agreement is brought in connection with a Dispute under the Franchise Agreement (in which case this matter may be handled through arbitration as set forth in the Franchise Agreement), each Principal agrees that proper jurisdiction and venue for all Dispute resolution will be exclusively in the state and federal courts of San Diego, California.

10. Attorney's Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

11. Binding Agreement. This Agreement will bind each parties' respective heirs, personal representatives, successors and assigns. No rights under this Agreement are assignable by any Principal without Franchisor's written approval, and any purported assignment will be null and void and of no force or effect.

12. Survival of Covenants. All covenants made in this Agreement by Principals survive the Termination of this Agreement or the Franchise Agreement or Principal's disassociation with the Franchise Business or the System in any way.

13. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by the parties.

14. Waiver. Each Principal understands and acknowledges that Franchisor can require the use of cameras at the business premises, and each Principal waives any expectation of privacy in non-private

areas of the business premises, e.g., spaces that are not in a bathroom, changing room, etc.

15. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

16. Prior Disclosures. The parties intend that the information disclosed by Franchisor prior to the actual execution of this Agreement constitutes Confidential Information and is subject to all the terms and conditions of this Agreement as if such information had been disclosed following the execution of this Agreement.

PRINCIPALS INDIVIDUALLY ACKNOWLEDGE THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date below.

DATED ______________________.

FRANCHISOR: WILD ROOTS FRANCHISING LLC	**PRINCIPALS:**
By: ______________________ (Signature)	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	By: ______________________
	Name: ______________________
	By: ______________________
	Name: ______________________
	By: ______________________
	Name: ______________________
	By: ______________________
	Name: ______________________

[Brand Protection Agreement for Principals Signature Page]

EXHIBIT "A-5"
TO THE FRANCHISE AGREEMENT

EMPLOYEE BRAND PROTECTION AGREEMENT

This EMPLOYEE BRAND PROTECTION AGREEMENT ("Agreement") is entered into as of ______________________________, between __________________________________ ("Franchisee") and _______________________________________ ("Employee"), residing at ____.

A. Franchisee is the holder of a Wild Roots® franchise developed by Wild Roots Franchising LLC ("Franchisor").

B. Franchisor has developed certain confidential and proprietary information for the operation of a Wild Roots® franchise, including without limitation, processes, methods, trade secrets, systems, software, pricing, financial information, customer data and lists, manuals, marketing techniques, and procedures ("Proprietary Information").

NOW, THEREFORE, in consideration of the employment of Employee by Franchisee, the parties hereto agree as follows:

1. Acknowledgement. Employee acknowledges that during the course of his or her employment by Franchisee he or she has obtained or may obtain knowledge of the Proprietary Information and other confidential matters and procedures developed, licensed to or owned by Franchisor and made available to Franchisee, which are necessary and essential to the operation of the business of Franchisee, which without such information, Franchisee could not efficiently, effectively and profitably operate its Wild Roots® franchise. Employee further acknowledges that such Proprietary Information was not known to him or her prior to the association with Franchisee or its Wild Roots® franchise.

2. Non-Use, Non-Disclosure. Except as may be authorized in the performance of duties for Franchisee, Employee shall not, during the course of his or her employment or at any time thereafter, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use any portion of the Proprietary Information, and agrees not to copy, transmit, recreate or otherwise reproduce all or any part of the Proprietary Information at any time.

3. Duty to Notify. Employee agrees to notify Franchisor or Franchisee or Employee's immediate superiors of any reasonably suspected attempts to violate the terms or purposes of this Agreement or to otherwise disclose, copy, or reproduce any part of the Proprietary Information. In the event it is discovered that Employee knew or had reason to know of any suspected attempts to violate this Agreement and fails to report such knowledge, Employee agrees to indemnify Franchisor and Franchisee for all costs and fees associated with enforcement, and to reimburse Franchisor and Franchisee for those losses sustained due to such violation. Employee agrees to cooperate with Franchisor and Franchisee in its or their attempts to enforce the terms of this Agreement and to otherwise protect the Proprietary Information, and to cooperate with Franchisee and Franchisor to the extent Franchisee is obligated to cooperate with Franchisor's attempts to enforce its rights in and to the Proprietary Information.

4. Return of Materials. Immediately upon the termination of employment, Employee agrees to deliver to Franchisee (and shall not keep in his or her possession or deliver to anyone else whether in hard or electronic soft copy) any and all records, data, photographs, notes, manuals, lists, correspondence, specifications, materials, other documents or property, or reproductions relating to, directly or indirectly, to the Proprietary Information.

5. Management and Supervisor Employees. This Section 5 will only apply if Employee is a management employee and/or acts in a supervisory role over other employees.

5.1 Non-Competition. Employee shall not, during the course of his or her employment by Franchisee, and for one year thereafter, directly or indirectly in any capacity, without Franchisee's prior written consent, engage in a business, or plan for or organize a business, or have any financial interest in, or become and owner, officer, director, shareholder, partner, associate, employee (management-level or higher), contractor, agent, representative or consultant in any offering or selling products or services the same or substantially similar to a Wild Roots® business. Without limiting the generality of the foregoing, the minimum area of competitive nature will be that area within a 10-mile radius of Franchisee's place of business or any Wild Roots® business in operation at the time of Employee's termination of employment. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision.

6 Non-Solicitation of Customers. Employee shall not, during the course of his or her employment and for two years thereafter, directly or indirectly, contact any customer or former customer of Franchisee for the purpose of soliciting such customer to be a customer of a business that is the same as or similar to a Wild Roots® business.

7. Non-Disparagement. Employee shall not make any negative, disparaging, false or misleading statements, published or made orally, in any medium about Franchisee and/or Franchisor (including their respective owners, officers, and employees), or the Wild Roots® brand.

8. Irreparable Harm. In addition to other remedies available to Franchisee and/or Franchisor, in the event Employee violates a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled for the period of Employee's violation. Additionally, Employee hereby acknowledges and agrees that any breach by him or her of any portion of Sections 1 through 7 above, inclusive, will cause damage to Franchisee and Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisee may be entitled, either Franchisee and/or Franchisor will be entitled to enforce this Agreement and to seek temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by Employee of any of the terms of Section 1 through 7 above, inclusive, without proof of actual damages that have been or may be caused to Franchisee or Franchisor by such breach, and without the requirement of posting bond. The existence of a claim against Franchisee or Franchisor will not constitute a defense to enforce the covenants of this Agreement.

9. Modification. Employee hereby agrees that, without limitation, any modifications, alterations, changes, or improvements conceived, designed, devised, developed, perfected or made by Employee, whether alone or in conjunction with others, and related in any manner to the actual or anticipated operation of the Franchisee, or the Wild Roots® system, or to any area of research and development related to the operation of the business, must be promptly disclosed to the Franchisee and will become the property of Franchisor, and Employee hereby irrevocably assigns, transfers, and conveys any such to Franchisor.

10. Enforceability. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative.

11. Survival of Covenants. All covenants made in this Agreement by Employee survive the termination of Employee's employment with Franchisee or the expiration, transfer, or termination of this Agreement.

12. Modification of Agreement. This Agreement may be amended in whole or in part only by

an agreement in writing signed by both parties.

13. Attorneys' Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

14. Waiver. Employee understands and acknowledges that Franchisee may employ the use of cameras at the business premises, and Employee waives any expectation of privacy in non-private areas of the business premises, e.g., spaces that are not in a bathroom, changing room, etc.

15. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

16. Third-party Beneficiary. It is agreed and acknowledged that Franchisor is a third-party beneficiary to this Agreement.

17. Prior Disclosures. Employee acknowledges and agrees that prior to the execution of this Agreement, Employee may have received information Franchisee, Franchisor and/or their representatives, and that any such Proprietary Information obtained or received is subject to the protection and restrictions of this Agreement.

EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

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

FRANCHISEE:	EMPLOYEE (if a minor, see next page):
______________________________	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________
	Age: ______

For persons under 18 years of age, a parent or legal guardian must sign and complete the following section.

I, ________________________________ (Parent/Guardian), the undersigned and the parent and natural guardian of _______________________________ (minor's name), hereby acknowledge that I have executed the foregoing Employee Brand Protection Agreement for and on behalf of the minor named herein. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor, and our successors and assigns to the obligations and liabilities of the foregoing Employee Brand Protection Agreement.

DATED:________________.

Signature of Parent/Guardian: _________________________________

Name of Parent/Guardian: ____________________________________

Address: ____
____

Phone: ______________________________

[Continuation of Employee Brand Protection Agreement Signature Page]

EXHIBIT "A-6"
TO THE FRANCHISE AGREEMENT

LEASE RIDER

This Lease Rider is executed as of ______________, by and between _________________ (the "Tenant") and _________________ ("Landlord") as a Rider to the lease (as amended, renewed, and/or extended from time to time, the "Lease") for the Premises located at __________, in the City of _______, State of ____ (the "Premises"), dated as of _______________.

WHEREAS, the Tenant's principals, _______________________ and ________________, have executed a franchise agreement (the "Franchise Agreement") with Wild Roots Franchising LLC, a California limited liability company (the "Franchisor"), for the operation of a Wild Roots school at the Premises, and as a requirement thereof, the Lease for the Premises must include the provisions contained in this Rider; and

WHEREAS, Landlord, Franchisor and the Tenant agree that the terms contained herein shall supersede any terms to the contrary set forth in the Lease;

NOW THEREFORE, in consideration of mutual covenants set forth herein, the execution and delivery of the Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, Franchisor and the Tenant hereby agree as follows:

1. The Premises may be used only for the operation of a WILD ROOTS® school and to offer other Franchisor approved services as part of the Wild Roots franchise system.

2. Landlord shall deliver to the Franchisor a copy of any notice of default or termination of the Lease at the same time such notice is delivered to the Tenant, but no later than thirty (30) days before a termination of the Lease would become effective.

3. The Franchisor shall have the right, but not the obligation, upon giving prior written notice of its election to the Tenant and Landlord, to enter the Premises to cure any breach of the Lease, and if so stated in the notice, to also succeed to the Tenant's rights, title, and interests thereunder.

4. Notwithstanding anything to the contrary contained in the Lease, and subject to Paragraph 1 of this Rider, the Tenant shall have the absolute right to sublet, assign or otherwise transfer its interest in the Lease to the Franchisor or its affiliate, or to a company with which the Tenant or the Franchisor may merge or consolidate, without Landlord's approval, written or otherwise, without any increase in rent (except as provided in the Lease), without a material change in any other terms of the Lease, and without execution of any additional guaranty of the obligations under the assigned Lease.

5. Subject to Paragraph 1 of this Rider, the Tenant shall, if requested by the Franchisor, assign to the Franchisor (or its affiliate or to a company with which the Tenant or the Franchisor may merge or consolidate), and Landlord hereby irrevocably and unconditionally consents to such assignment, all of the Tenant's rights, title, and interest to and under the Lease upon (i) any termination of the Lease or the Franchise Agreement or (ii) if no subsequent Franchise Agreement is executed; but no such assignment shall be effective unless: (a) the Franchise Agreement is terminated or expires without execution of a renewal Franchise Agreement; and (b) the Franchisor (or its affiliate or a company with which the Tenant or the Franchisor may merge or consolidate), notifies the Tenant and Landlord in writing that it assumes the Tenant's obligations under the Lease.

6. In addition to any prior written consent of the Landlord that may be required by the terms of the Lease: (a) the Lease may not be modified, amended, renewed or extended in any manner or assigned by the Tenant without the Franchisor's prior written consent; (b) the Premises may not be altered or modified in any way without the Franchisor's prior written consent; and (c) the Premises may not be sublet, subdivided or used for any purpose other than for the operation of a Wild Roots school or to offer other services without the Franchisor's prior written consent.

7. The Tenant and Landlord acknowledge and agree that the Franchisor (or its affiliate or a company with which the Tenant or the Franchisor may merge or consolidate) shall have no liability or obligation whatsoever under the Lease unless and until the Franchisor (or its affiliate or a company with which the Tenant or the Franchisor may merge or consolidate) assumes the Lease in writing pursuant to Paragraphs 3, 4 or 5 above. The Franchisor (or its affiliate or a company with which the Tenant or the Franchisor may merge or consolidate) shall assume all of the Tenant's obligations under the Lease from and after the date of assignment but shall have no obligation to pay any delinquent rent or to cure any other default under the Lease that occurred or existed prior to the date of the assignment.

8. If the Franchisor (or its affiliate or a company with which the Tenant or the Franchisor may merge or consolidate) assumes the Lease, as above provided, the Franchisor (or its affiliate or a company with which the Tenant or the Franchisor may merge or consolidate) may further assign or sublet the Lease to another person or entity to operate the Wild Roots school at the Premises, subject to Landlord's prior written consent which consent shall not be unreasonably withheld or delayed. No such consent shall be required if the Lease is assigned or sublet to another Wild Roots franchisee. The Franchisor (or its affiliate or the company with which the Franchisor may merge or consolidate) shall be fully released from any and all liability to Landlord in the event that the Lease is assigned or sublet to another Wild Roots franchisee. Landlord agrees to execute such further documentation to confirm its consent to the assignments permitted under this Rider as the Franchisor (or its affiliate or a company with which the Tenant or the Franchisor may merge or consolidate) may request.

9. If the Franchise Agreement expires or is terminated during the Term of the Lease, Landlord shall be able to exercise its right to terminate the Lease and/or to exercise its other remedies under the Lease, unless the Lease is assumed by the Franchisor (or its affiliate or a company with which the Tenant or the Franchisor may merge or consolidate) within thirty (30) days of the termination or expiration of the Franchise Agreement.

10. If the Lease expires or is terminated for any reason, the Franchisor may, upon prior written notice to Landlord, enter the Premises and remove any signs or other articles bearing any trade names, logos, trade-marks that are part of the System and de-identify the leased Premises as a Wild Roots school (including, without limitation, removing any Wild Roots school trade dress features and/or fixtures), without legal process and without being guilty of trespass.

11. Landlord and the Franchisor may rely upon any notice from either of them regarding the status of the Lease or of the Franchise Agreement; they shall have no duty to perform any independent investigation to verify the Tenant's rights under the Lease or the Franchise Agreement; and, the Tenant agrees to indemnify and hold the Franchisor (and its affiliates and company with which the Franchisor may merge or consolidate) harmless from any and all claims, expenses and attorneys' fees arising out of the Lease and the reliance upon the Franchisor's or Landlord's representations regarding the Tenant's status, the status of the Franchisor or the status of the Franchise Agreement.

12. Landlord shall make available to the Franchisor all information which it collects or produces related to sales of the Wild Roots business and the way in which the WILD ROOTS business is operated. The Tenant consents to Landlord providing all such information to the Franchisor.

13. Copies of any and all notices required or permitted hereby or by the Lease shall also be sent to the Franchisor at 27655 Jefferson Avenue, Temecula, California 92590, Attn: Brittany Ponce or such other address as the Franchisor shall specify by written notice to Landlord. Any and all notices to Landlord shall be to the address contained in the Lease or such other address as the Landlord shall specify by written notice to Franchisor.

14. Landlord and Tenant acknowledge that Franchisor (or its affiliate or a company with which the Tenant or the Franchisor may merge or consolidate) is an intended third party beneficiary of the Lease and shall be entitled to enforce any provisions set forth herein benefiting Franchisor (or its affiliate or a company with which the Tenant or the Franchisor may merge or consolidate), subject to the conditions set forth in this Rider.

15. Under the Franchise Agreement, any lease or any modification or renewal of the Lease for the Premises of the Wild Roots business is subject to the Franchisor's approval.
IN WITNESS WHEREOF, the undersigned parties have executed this Lease Rider.

LANDLORD:	**TENANT:**
____________________________	______________________________
By: ___________________________ (Signature)	By: ___________________________ (Signature)
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________

EXHIBIT "A-7"
TO THE FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Business Name: ______________________________

I hereby authorize Wild Roots Franchising LLC hereinafter called ("Company"), to initiate debit entries to my checking account or savings account as indicated below at the depository financial institution named below, hereinafter called ("Depository"), and to debit the same to such account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of United States law.

Depository Name: ________________________________ Branch: _____________________________

City: _______________________________ State: ____________________ Zip Code: _____________

Phone: ______________________________

Routing Number: ___________________________ Account Number: _________________________

Type of Account: Checking/Savings: ____

This authorization is to remain in full force and effect until the Company has received written notification from me of its termination in such time and in such manner as to afford the Company and Depository a reasonable opportunity to act on it.

Name: ____
(please print)

Title: ____

Signature: ____________________________________ Date: __________________________

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS <u>MUST</u> PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

EXHIBIT "A-8"
TO THE FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of ________________________ by and between WILD ROOTS FRANCHISING LLC ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") who are the owners of ______________________________________ (the "Business Entity") and their spouses or legal domestic partner (collectively and individually referred to as "spouse").

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Franchise Agreement dated __________________ (the "Franchise Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantees to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Franchise Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, any provision in the Franchise Agreement, Including confidentiality and the non-competition provisions. Each Guarantor acknowledges and agrees that no subsequent amendment, modification, and/or extension of the Franchise Agreement by and between Us and the Business Entity will affect the enforcement or validity of this Guaranty. Each Guarantor agrees that upon the death of a Guarantor, the estate of such Guarantor will be bound by the obligations of this Guaranty.

2. Waivers. Each Guarantor waives: (a) acceptance and notice of acceptance by Us of Guarantor(s) obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (d) any right Guarantor(s) may have to require that an action be brought against the Business Entity or any other person as a condition of Guarantor(s) liability; (e) all rights to payments and claims for reimbursement or subrogation which Guarantor(s) may have against the Business Entity arising as a result of Guarantor(s)' execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which Guarantor(s) may be entitled in Guarantor(s)' capacity as guarantors.

3. Consents and Agreements. Each Guarantor consents and agrees that: (a) Guarantor(s)' direct and immediate liability under this Guaranty are joint and several; (b) Guarantor(s) must render any payment or performance required under the Franchise Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) Guarantor(s)' liability will not be contingent or conditioned upon Our pursuit of any remedies against the Business Entity or any other person; (d) Guarantor(s)' liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which We may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance of the compromise or release of any claims (including the release of other guarantors) and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Franchise Agreement and, where required by the Franchise Agreement, after its termination or expiration.

4. Enforcement Costs. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) must reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorney's assistants, arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. Disputes. Guarantor(s) and its spouse acknowledge and represent that Guarantor(s) and its spouse have had an opportunity to review the Franchise Agreement and agree that the provisions of Article

XVII (disputes and arbitration) of the Franchise Agreement have been reviewed by Guarantor(s) and its spouse and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and/or its spouse and Us. Each Guarantor(s) and its spouse irrevocably submits to the exclusive jurisdiction and venue of said arbitration and listed courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) or a spouse is domiciled. Each Guarantor will be held personally, jointly, and severally liable. Any settlement made between Us and the Business Entity, or between Us and another Guarantor, or any other determination made pursuant to this Agreement will be binding upon the Guarantor(s).

6. Spouse's Signature. By signing below, the undersigned spouse acknowledges and consents to Guarantor(s) execution and performance under this Guaranty and the undersigned spouse also consents to his or her personal and marital assets securing the Business Entity's performance under the Franchise Agreement and Guarantor(s)' performance under this Guaranty.

7. Counterparts. This Guaranty may be signed in counterparts including by electronic signatures and other electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

IN WITNESS WHEREOF, the Guarantor(s) and its spouse, have respectively signed this Guaranty effective as of the day and year first written above.

Guarantor(s)'s Signature	**Spouse Signature**	**Contact Information for Notice**
By: ____________________	By: ____________________	________________________
Name: __________________	Name: __________________	________________________ ________________________ (Guarantor's email) ________________________ (Spouse's email)
By: ____________________	By: ____________________	________________________
Name: __________________	Name: __________________	________________________ ________________________ (Guarantor's email) ________________________ (Spouse's email)
By: ____________________	By: ____________________	________________________
Name: __________________	Name: __________________	________________________ ________________________ (Guarantor's email) ________________________ (Spouse's email)
By: ____________________	By: ____________________	________________________
Name: __________________	Name: __________________	________________________ ________________________ (Guarantor's email) ________________________ (Spouse's email)

EXHIBIT "A-9"
TO THE FRANCHISE AGREEMENT

DIGITAL, SOCIAL MEDIA, AND LISTINGS AUTHORIZATION FOR ASSIGNMENT

This DIGITAL, SOCIAL MEDIA, AND LISTINGS ASSIGNMENT AUTHORIZATION ("Assignment") is made and entered into as of the Effective Date (defined below), by and between the undersigned Franchisee and Wild Roots Franchising LLC ("Franchisor").

RECITALS

WHEREAS, Franchisee has entered into a franchise agreement with ("Franchise Agreement"); and

WHEREAS, as part of the Franchise Agreement, Franchisee is granted limited rights to use the Wild Roots® trademarks, trade names, trade dress, and other associated intellectual property (collectively, the "Marks") in conjunction with Franchisee's Franchise Business; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

1. Franchisee hereby assigns all rights and interest, Including all associated goodwill, in the Social Media and other digital media accounts used in the Franchise Business or used or created in any way by Franchisee or third parties to promote or use the Marks, Including, Franchisee's Facebook, Instagram, Tik-Tok, Pinterest, Google listings, Twitter, LinkedIn, Tumblr, email accounts, and the like (collectively the "Social Media Accounts"). Franchisee shall take all action necessary to grant exclusive access of the Social Media Accounts to Franchisor, Including providing all passwords and administrative access to such Social Media Accounts.

2. Franchisee hereby assigns and transfers, (or in Franchisor's sole discretion disconnects) the telephone listings, telephone numbers, Including the telephone number(s) listed on Marketing and Social Media Accounts, URL's, Internet sites, and web pages used in the Franchise Business or used or created in any way by Franchisee or third parties to promote or use the Marks to Franchisor (individually a "Listing" and collectively the "Listings").

3. Franchisee represents, warrants, and covenants the following with regard to the Social Media Accounts and Listings:

   a. Franchisee has the right to assign the Social Media Accounts and Listings, and they are free and clear of all liens and encumbrances.

   b. Franchisee shall not, after Termination of the Franchise Agreements attempt to access, control, interfere with, or obstruct the Social Media Accounts and/or Listings.

   c. Franchisee shall not prevent or hinder Franchisor from enforcing its rights in or to the assigned Social Media Accounts and/or Listings.

   d. Franchisee has not taken, or permitted, and shall not take or permit any action that would prevent Franchisor from enjoying the full benefits of assignment of the Social Media

Accounts and/or Listings to Franchisor hereunder whether during the term or after the Termination of the Franchise Agreement.

4. Franchisee hereby directs and authorizes each company associated with, or in control of, the Social Media Accounts and/or Listings to assign, transfer, set over and otherwise authorize Franchisor to take over and control the Social Media Accounts and Listings. If necessary, Franchisee shall execute all documents required by Franchisor to give effect to the assignment of the Social Media Accounts and Listings to Franchisor hereunder.

5. This Assignment applies to all Social Media Accounts and Listings regardless of whether Franchisee is allowed to manage under the Franchise Agreement or was allowed to create, use, manage, or even own Social Media Accounts and/or Listings in the past. To the extent Franchisor does not currently have administrative access to a Social Media Account or Listing of Franchisee, Franchisee shall immediately grant Franchisor such access.

6. Franchisor hereby appoints Franchisor as its attorney-in-fact for the above transfers, which appointment is coupled with an interest.

7. This Assignment is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

8. This Assignment is governed, construed, and interpreted in accordance with the laws of the state of California without giving effect to its conflicts of law provisions.

9. This Assignment may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

FRANCHISOR:	**FRANCHISEE:**
Wild Roots Franchising LLC	________________________________
By: ______________________________ (Signature)	By: ______________________________ (Signature)
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________
Date: _____________________________	Date: _____________________________

EXHIBIT "A-10"
TO THE FRANCHISE AGREEMENT

NANNY PLACEMENT SERVICES AGREEMENT

The undersigned Franchisee is party to the Wild Roots® franchise agreement dated ______________ ("Franchise Agreement") with Wild Roots Franchising LLC ("Franchisor"). Any capitalized terms used herein that are not independently defined in this Nanny Placement Services Agreement shall bear the definition associated with it in the Franchise Agreement.

1. The Nanny Placement Services Add-On Fee is $15,000, is due and payable upon the signing of this Nanny Placement Services Agreement and shall not be refunded in any event.

2. Franchisee agrees to attend additional initial training and conduct grand opening advertising as provided for in the Franchise Agreement.

3. Franchisor hereby agrees to permit Franchisee to provide nanny placement services (e.g. placements, sourcing, and originating nannies, babysitters, and providing other childcare) using the Marks and the System. Franchisee acknowledges and agrees that the nanny placement services shall be part of the Franchised Business and are subject to the Franchise Agreement, Including the obligation to pay the Royalty Fee based on Gross Sales and related fees related to the nanny placement services.

4. Franchisee agrees to offer the nanny placement services to the public within two (2) months of the date of this Nanny Placement Services Agreement. Franchisee agrees it will not provide any nanny placement services without the Franchisor's prior written approval.

5. Franchisee, jointly and severally, for Franchisee and each and all of Franchisee's officers, directors, shareholders, members, employees, agents, successors and assigns does hereby remise, release, forever discharge, and covenant not to sue Franchisor and its respective representatives, officers, directors, shareholders, members, employees, agents, attorneys, affiliated entities, successors and assigns from any actions, causes of action, claims, demands, statutes, arbitrations, expenses, damages and liabilities, whether at law or in equity, existing or arising prior to the date hereof, known as well as unknown, which the Franchisee has ever had.

Dated: ___________________________

FRANCHISOR:	**FRANCHISEE:**
WILD ROOTS FRANCHISING LLC	______________________________________
By: __________________________________ (Signature)	By: __________________________________ (Signature)
Name: ________________________________	Name: ________________________________
Title: _________________________________	Title: _________________________________

EXHIBIT "A-11"
TO THE FRANCHISE AGREEMENT

ELEMENTARY SCHOOL SERVICES AGREEMENT

The undersigned Franchisee is party to the Wild Roots® franchise agreement dated ______________ ("Franchise Agreement") with Wild Roots Franchising LLC ("Franchisor"). Any capitalized terms used herein that are not independently defined in this Elementary School Addendum shall bear the definition associated with it in the Franchise Agreement.

1. The Elementary School Add-On Fee is $15,000, is due and payable upon the signing of this Elementary School Services Agreement and shall not be refunded in any event.

2. Franchisee agrees to attend additional initial training and conduct grand opening advertising as provided for in the Franchise Agreement.

3. Franchisor hereby agrees to permit Franchisee to operate a private elementary school from its Franchise Business Premises under the Marks and the System. Franchisee acknowledges and agrees that the elementary school shall be part of the Franchised Business and is subject to the Franchise Agreement, including without limitation to the obligations to complete any construction or remodeling as Franchisor or applicable law may require and to pay the Royalty Fee based on Gross Sales and related fees related to services and goods offered by the elementary school.

4. Franchisee agrees to open the elementary school for business to the public within four months of the date of this Elementary School Services Agreement. Franchisee agrees it will not open the elementary school for business without Franchisor's prior written approval.

5. Franchisee, jointly and severally, for Franchisee and each and all of Franchisee's officers, directors, shareholders, members, employees, agents, successors and assigns does hereby remise, release, forever discharge, and covenant not to sue Franchisor and its respective representatives, officers, directors, shareholders, members, employees, agents, attorneys, affiliated entities, successors and assigns from any actions, causes of action, claims, demands, statutes, arbitrations, expenses, damages and liabilities, whether at law or in equity, existing or arising prior to the date hereof, known as well as unknown, which the Franchisee has ever had.

Dated: ___________________________

FRANCHISOR:	**FRANCHISEE:**
WILD ROOTS FRANCHISING LLC	______________________________________
By: __________________________________ (Signature)	By: __________________________________ (Signature)
Name: ________________________________	Name: ________________________________
Title: _________________________________	Title: _________________________________

EXHIBIT "A-12"
TO THE FRANCHISE AGREEMENT

FRANCHISEE REPORT

We will not ask You to complete the Franchise Report, and We will disregard any answers from You, if You live or plan to operate Your Franchise Business in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, Wisconsin.

Please review each of the following questions carefully and provide honest responses to each question.

1. If You have received any oral, written, visual or other claim, guarantee or representation of any sort by Us which stated or suggested any specific level or range of actual or potential sales, income, expenses, profits, cash flow, by any person or entity, except for information (if any) expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein), please describe what You received and if known, from whom You received the information. If none, please write "none."

   ____
   ____
   ____
   ____

2. If You have received any information or representations inconsistent with the statements in the FDD or Franchise Agreement, please list those below. If none, please write "none."

   ____
   ____
   ____
   ____

FRANCHISEE:

____

By: ____________________________

Name: __________________________

Title: ___________________________

Date: ___________________________

EXHIBIT "A-13"
TO THE FRANCHISE AGREEMENT

STATE SPECIFIC ADDENDA

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

1. The California Franchise Relations Act, Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with California law, California law controls.

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

3. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

4. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

5. You must sign a general release if you transfer, renew or terminate your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

6. The franchise agreement provides for waiver of a jury trial. This may not be enforceable in California.

7. Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy. Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

8. Franchisees owning 25% or greater interest must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

9. Paragraph 4.1 is amended to remove the following language, "Although We must approve of Your site, We do not warrant or guarantee the success of the site."

10. Section 5.1 of the franchise agreement is amended to include the following:
"Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under the franchise agreement or other agreements have been fulfilled by the franchisor and the franchisee is open for business."

11. Paragraph 20.10 is amended to remove the following language, "You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further or additional rights of either You or Us."

12. Paragraphs 20.14 and 20.18 are not enforceable in the state of California.

EXHIBIT "B"
TO THE FDD

FINANCIAL STATEMENTS
(Attached)

December 31, 2023
December 31, 2022
Audited opening balance sheet: July 31, 2022

WILD ROOTS FRANCHISING LLC

AUDITED FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 2023

WILD ROOTS FRANCHISING LLC
AUDITED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2023

CONTENTS

MICHAEL GOLOJUCH, JR. AND ASSOCIATES, LIMITED

1310 PEMBROOK CIRCLE

ROSELLE, IL 60172

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of

Wild Roots Franchising LCC

Ternecula, CA

Opinion

We have audited the accompanying financial statements of Wild Roots Franchising LLC (a California Limited Liability Company), which comprise the balance sheet as of December 31, 2023, and the related statements of operations and retained (deficit) and cash flows for the year ended December 31, 2023, 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 Wild Roots Franchising LLC as of December 31, 2023, and the results of its operations and its cash flows for the year ended December 31, 2023 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 Wild Roots Franchising LLC and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial statements

Management is responsible for the preparation and fair presentation of these 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 Wild Roots Franchising 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 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 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 Wild Roots Franchising 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 Wild Roots Franchising 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.

Michael Dolojuck, Jr. C.P.A.

Roselle, Illinois

April 19, 2024

Wild Roots Franchising LLC
Balance Sheet
December 31, 2023

Assets

Current Assets:		
Cash	$	99
Total Current Assets		99
Total Assets	$	99

Liabilities and Equity

Current Liabilities:		
Shareholder Loans	$	33,000
Total Current Liabilities		33,000
Equity:		
Member's Equity		1,000
Retained (Deficit)		(33,901)
Total Liabilities and Equity	$	99

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

Wild Roots Franchising LLC
Statement of Operations and Retained (Deficit)
Year Ended December 31, 2023

	2023
Revenues	$ -
Operating Expenses:	
Bank charges	16
Professional fees	32,970
Net Income/(Loss)	(32,986)
Retained (Deficit) - Beginning of Year	(915)
Retained (Deficit) - End of Year	$ (33,901)

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

Wild Roots Franchising LLC
Statement of Cash Flows
Year Ended December 31, 2023

	2023
Cash Flows from Operating Activities:	
Net Income/(Loss)	$ (32,986)
Net cash from (used) in operating activities	-
Cash Flows from Financing Activities:	
Proceeds from issuance of member's loan	14,000
Net cash from (used) in financing activities	14,000
Net increase (decrease) in cash	(18,986)
Cash at beginning of period	19,085
Cash at end of period	$ 99

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

WILD ROOTS FRANCHISING LLC

Notes to Financial Statements
December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Planned Operations

Wild Roots Franchising LLC (the Company) was organized on April 19, 2022 in the state of California to sell "Wild Roots" franchises in the United States. The Company is a start-up business whose principal operations will be a franchisor of early childhood learning schools. Major sources of revenue will include franchise fees, brand fund contributions, local advertising and promotions, elementary school fee, childcare placement services fee and royalty fees. Franchise development fees have been disbursed in the start-up phase. The completion of these latter stages will be subject to the Company's receiving additional funding in the future. The Company did not sell any franchises in 2023.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenue is recognized when earned and expenses are recorded when the obligation is incurred.

Cash and Cash Equivalents

For financial statement purposes, the Company considers all highly liquid instruments with original maturities of three months or less to be cash equivalents.

Use of Estimates

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

Income Taxes

The LLC is a single member limited liability company and was structured as a disregarded entity for federal, state and local income tax purposes. Accordingly, no provision for income taxes has been included in the LLC's financial statements.

Accounts Receivable

Accounts receivable consist primarily of open accounts with franchisees for franchise fees and royalties. There were no customer receivables outstanding as of December 31, 2023.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Adoption of New Accounting Principle with Respect to Credit Losses

As of January 1, 2023, the Company adopted a new accounting standard under U.S. generally accepted accounting principles that replaced the incurred loss model for measuring the allowance for credit losses with a new model that reflects current expected credit losses (CECL) that are expected to occur over the lifetime of the underlying accounts receivable. The CECL methodology is applicable to financial assets that we measure at amortized cost, including accounts receivable, contract assets, and notes and loans receivable from officers, owners, and employees.

The Company adopted the changes in accounting for credit losses using a modified retrospective method by recognizing the cumulative effect of initially applying the new standard as an adjustment to the opening balance of retained earnings as of January 1, 2023.

Management's Evaluation of Going Concern

In accordance with accounting principles generally accepted in the United States of America, management performed an evaluation to determine if adverse conditions or events considered in the aggregate, raise substantial doubt about the Company's ability to continue as a going concern for the one-year period from the date the financial statements were available to be issued. Management's evaluation did not identify any conditions or events that raise substantial doubt about the Company's ability to continue as a going concern for the period from April 19, 2024 to April 19, 2025.

Subsequent Events

Management has evaluated subsequent events through April 19, 2024, which is the date the financial statements were available to be issued. The Company entered into a franchise agreement on February 26, 2024. There will be no initial franchise fee of $50,000 and the $15,000 classroom set-up fee has also been waived.

NOTE 2 – ALLOWANCE FOR CREDIT LOSSES

The risks attributable to the Company's trade accounts receivable relate to the liquidity and financial viability of the customers. The credit risk relative to the Company's customers is largely due to factors such as general economic conditions, inflation rates, interest rates, and labor markets.

The Company determines the allowance for credit losses by using an accounts receivable aging schedule and utilizing historical loss percentages adjust for the effects of the factors listing in the preceding paragraph. After evaluating these factors, the Company determined that an adjustment to the historical rates was not necessary at December 31, 2023.

WILD ROOTS FRANCHISING LLC

AUDITED FINANCIAL STATEMENTS

PERIOD FROM (INCEPTION) APRIL 19, 2022 THROUGH DECEMBER 31, 2022

WILD ROOTS FRANCHISING LLC
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2022

CONTENTS

MICHAEL GOLOJUCH, JR. AND ASSOCIATES, LIMITED

1310 PEMBROOK CIRCLE

ROSELLE, IL 60172

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of

Wild Roots Franchising LCC

Ternecula, CA

Opinion

We have audited the accompanying financial statements of Wild Roots Franchising LLC (a California Limited Liability Company), which comprise the balance sheet as of December 31, 2022, and the related statements of operations and retained (deficit) and cash flows for the period from (inception) April 19, 2022 through December 31, 2022, 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 Wild Roots Franchising LLC as of December 31, 2022, and the results of its operations and its cash flows for the period from (inception) April 19, 2022 through December 31, 2022 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 Wild Roots Franchising LLC and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial statements

Management is responsible for the preparation and fair presentation of these 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 Wild Roots Franchising 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 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 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 Wild Roots Franchising 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 Wild Roots Franchising 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.

Michael Dolezych, Jr. C.P.A.

Roselle, Illinois

February 17, 2023

Wild Roots Franchising LLC
Balance Sheet
December 31, 2022

Assets

Current Assets:	
Cash	$ 19,085
Total Current Assets	19,085
Total Assets	$ 19,085

Liabilities and Equity

Current Liabilities:	
Accounts Payable	$ -
Total Current Liabilities	-
Equity:	
Member's Equity	20,000
Retained (Deficit)	(915)
Total Liabilities and Equity	$ 19,085

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

Wild Roots Franchising LLC
Statement of Operations and Retained (Deficit)
Period From (Inception) April 19, 2022 through December 31, 2022

	2022
Revenues	$ -
Operating Expenses:	
Professional fees	915
Net Income/(Loss)	(915)
Retained (Deficit) - Beginning of Period	-
Retained (Deficit) - End of Period	$ (915)

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

Wild Roots Franchising LLC
Statement of Cash Flows
Period From (Inception) April 19, 2022 through December 31, 2022

	2022
Cash Flows from Operating Activities:	
Net Income/(Loss)	$ (915)
Net cash from (used) in operating activities	-
Cash Flows from Financing Activities:	
Proceeds from issuance of member's equity	20,000
Net cash from (used) in financing activities	20,000
Net increase (decrease) in cash	19,085
Cash at beginning of period	-
Cash at end of period	$ 19,085

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

WILD ROOTS FRANCHISING LLC

Notes to Financial Statements
December 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Planned Operations

Wild Roots Franchising LLC (the Company) was organized on April 19, 2022 in the state of California to sell "Wild Roots" franchises in the United States. The Company is a start-up business whose principal operations will be a franchisor of early childhood learning schools. Major sources of revenue will include franchise fees, brand fund contributions, local advertising and promotions, elementary school fee, childcare placement services fee and royalty fees. Franchise development fees have been disbursed in the start-up phase. The completion of these latter stages will be subject to the Company's receiving additional funding in the future. The Company did not sell any franchises in 2022.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenue is recognized when earned and expenses are recorded when the obligation is incurred.

Cash and Cash Equivalents

For financial statement purposes, the Company considers all highly liquid instruments with original maturities of three months or less to be cash equivalents.

Use of Estimates

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

Income Taxes

The LLC is a single member limited liability company and was structured as a disregarded entity for federal, state and local income tax purposes. Accordingly, no provision for income taxes has been included in the LLC's financial statements.

Accounts Receivable

Accounts receivable consist primarily of open accounts with franchisees for franchise fees and royalties. There were no customer receivables outstanding as of December 31, 2022.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Subsequent Events

Management has evaluated subsequent events through February 17, 2023, which is the date the financial statements were available to be issued.

Management's Evaluation of Going Concern

In accordance with accounting principles generally accepted in the United States of America, management performed an evaluation to determine if adverse conditions or events considered in the aggregate, raise substantial doubt about the Company's ability to continue as a going concern for the one-year period from the date the financial statements were available to be issued. Management's evaluation did not identify any conditions or events that raise substantial doubt about the Company's ability to continue as a going concern for the period from February 17, 2023 to February 17, 2024.

WILD ROOTS FRANCHISING LLC

AUDITED FINANCIAL STATEMENTS

JULY 31, 2022

WILD ROOTS FRANCHISING LLC
AUDITED FINANCIAL STATEMENTS
JULY 31, 2022

CONTENTS

MICHAEL GOLOJUCH, JR. AND ASSOCIATES, LIMITED

1310 PEMBROOK CIRCLE

ROSELLE, IL 60172

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of

Wild Roots Franchising LCC

Ternecula, CA

Opinion

We have audited the accompanying financial statements of Wild Roots Franchising LLC (a California Limited Liability Company), which comprise the balance sheet as of July 31, 2022, 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 Wild Roots Franchising LLC as of July 31, 2022, 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 Wild Roots Franchising LLC and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial statements

Management is responsible for the preparation and fair presentation of these 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 Wild Roots Franchising 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 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 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 Wild Roots Franchising 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 Wild Roots Franchising 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.

Michael Dolojuck, Jr. C.P.A.

Roselle, Illinois

August 5, 2022

Wild Roots Franchising LLC
Balance Sheet
July 31, 2022

Assets

Current Assets:	
Cash	$ 20,000
Total Current Assets	20,000
Total Assets	$ 20,000

Liabilities and Equity

Current Liabilities:	
Accounts Payable	$ 1,000
Total Current Liabilities	1,000
Equity:	
Member's Equity	19,000
Total Liabilities and Equity	$ 20,000

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

WILD ROOTS FRANCHISING LLC

Notes to Financial Statements
July 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Planned Operations

Wild Roots Franchising LLC (the Company) was organized on May 16, 2022 in the state of California to sell "Wild Roots" franchises in the United States. The Company is a start-up business whose principal operations will be a franchisor of early childhood learning schools. Major sources of revenue will include franchise fees, brand fund contributions, local advertising and promotions, elementary school fee, childcare placement services fee and royalty fees. Franchise development fees have been disbursed in the start-up phase. The completion of these latter stages will be subject to the Company's receiving additional funding in the future.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenue is recognized when earned and expenses are recorded when the obligation is incurred.

Cash and Cash Equivalents

For financial statement purposes, the Company considers all highly liquid instruments with original maturities of three months or less to be cash equivalents.

Use of Estimates

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

Income Taxes

The LLC is a single member limited liability company and was structured as a disregarded entity for federal, state and local income tax purposes. Accordingly, no provision for income taxes has been included in the LLC's financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Subsequent Events

Management has evaluated subsequent events through August 5, 2022, which is the date the financial statements were available to be issued.

Management's Evaluation of Going Concern

In accordance with accounting principles generally accepted in the United Sates of America, management performed an evaluation to determine if adverse conditions or events considered in the aggregate, raise substantial doubt about the Company's ability to continue as a going concern for the one-year period from the date the financial statements were available to be issued. Management's evaluation did not identify any conditions or events that raise substantial doubt about the Company's ability to continue as a going concern for the period from August 5, 2022 to August 5, 2023.

EXHIBIT "C"
TO THE FDD

SCHEDULE OF FRANCHISEES:
As of December 31, 2023

CURRENT FRANCHISEES: None

	Location	Owner	Phone	Address

FRANCHISEES THAT TRANSFERRED THEIR FRANCHISE IN 2023: None

Location	Owner	Current Business Phone or Last Known Home Phone Number

FRANCHISES THAT CEASED OPERATIONS IN 2023 OR HAVE NOT CONTACTED US WITHIN 10 WEEKS: None

Location	Owner	Current Business Phone or Last Known Home Phone Number

No franchisees have been terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during 2023, or who has 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 buyerswhen you leave the franchise system.

EXHIBIT "D"
TO THE FDD

LIST OF AGENTS FOR SERVICE OF PROCESS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation	Department of Financial Protection and Innovation	2101 Arena Blvd., Sacramento, CA 95834	(916) 445-7205 (866) 275-2677 www.dfpi.ca.gov ask.DFPI@dfpi.ca.gov
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Suite 315, West Tower, Atlanta, GA 30334	
Hawaii	Commissioner of Securities	Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch	335 Merchant Street, Room 203, Honolulu, HI 96813	(808) 586-2722
Illinois	Chief, Franchise Division	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4465
Indiana	Indiana Secretary of State		210 State House, Indianapolis, IN 46204	
Maryland	Maryland Securities Commissioner	Division of Securities; Office of Attorney General	200 St. Paul Place, 20th Floor, Baltimore, MD 21202-2020	(410) 576-6360
Michigan	Antitrust and Franchise Business	Michigan Department of the Attorney General's Office; Franchise Administrator; Consumer Protection Division	6546 Mercantile Way, Lansing, MI 48910	(517) 373-7117
Minnesota	Commissioner of Commerce	Minnesota Department of Commerce	85 7th Place East, Suite 280, St. Paul, MN 55101	(651) 539-1500
New York	Secretary of State		99 Washington Ave, Albany, NY 12231	(518) 473-2492
North Dakota	Securities Commissioner		600 East Boulevard Ave., State Capitol Fourteenth Floor, Dept. 414, Bismarck, ND 58505-0510	(701) 328-4712
Oregon	Director of Insurance & Finance	Business Service Division of Finance and Corporate Securities Labor and Industries Building	Salem, OR 97310	(503) 378-4387
Rhode Island	Chief Securities Examiner of Business Regulation	Department of Business Regulation Securities Division	1511 Pontiac Avenue, John O. Pastore Complex –	(401) 462-9527

			Building 69-1, Cranston, RI 02920	
South Dakota	Division of Insurance	Securities Regulation	124 South Euclid Avenue, 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563
Virginia	Clerk of the State Corporation Commission		1300 East Main Street, 1st Floor, Richmond, VA 23219	
Washington	Director of Financial Institutions		PO Box 41200, Olympia, WA 98504-1200	(360) 902-8760
Wisconsin	Wisconsin Commissioner of Securities	Franchise Investment Division	101 East Wilson Street, Fourth Floor, Madison, WI 53702	

If a state is not listed, Wild Roots® has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which Wild Roots® has appointed an agent for service of process.

EXHIBIT "E"
TO THE FDD

LIST OF STATE AGENCIES RESPONSIBLE FOR FRANCHISE DISCLOSURE/REGISTRATION LAWS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation www.dfpi.ca.gov ask.DFPI@dfpi.ca.gov	Department of Financial Protection and Innovation	Sacramento: 2101 Arena Blvd., Sacramento, CA 95834 San Diego: 1455 Frazee Road Suite 315, San Diego, CA 92108 San Francisco: One Sansome Street, Ste. 600, San Francisco, CA 94101 Los Angeles: 320 West 4th Street, Ste. 750, Los Angeles, CA 90013-2344	Sacramento: (916) 445-7205 San Diego: (619) 525-4233 San Francisco: (415) 972-8559 Los Angeles: (213) 576-7500 Toll Free: (866) 275-2677
Connecticut	Securities and Business Investment Division	Connecticut Department of Banking	260 Constitution Plaza, Hartford, CT 06103-1800	(860) 240-8233
Florida	Division of Consumer Services	Department of Agriculture and Consumer Services	P.O. Box 6700, Tallahassee, FL 23214-6700	(805) 488-2221 Fax: (805) 410-3804
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Ste. 315, West Tower, Atlanta, GA 30334	
Hawaii	Business Registration Division, Commissioner of Securities	Department of Commerce and Consumer Affairs	P.O. Box 40, Honolulu, HI 96810	(808) 586-2744
Illinois	Franchise Bureau	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4436
Indiana	Franchise Section	Indiana Securities Division, Secretary of State	302 West Washington Street, Room E-111, Indianapolis, IN 46204	(317) 232-6681
Iowa	Iowa Securities Bureau		340 Maple, Des Moines, Iowa 50319-0066	(515) 287-4441
Maryland	Office of the Attorney General	Division of Securities	200 St. Paul Place, 20th Floor, Baltimore Maryland 21202-2020	(410) 576-6360
Michigan	Michigan Attorney General's Office	Consumer Protection Division; Attn: Franchise Section	525 West Ottawa Street, Williams Building, 6th Floor, Lansing, MI 48933	(517) 373-7117

Minnesota	Minnesota Department of Commerce	Securities – Franchise Registration	85 7th Place East, Suite 280, St. Paul, Minnesota 55101-2198	(651) 539-1600
Nebraska	Bureau of Securities/Financial Institutions Division	Department of Banking and Finance	1526 K Street, Suite 300, Lincoln, NE 68508-2732	(402) 471-3445
New York	NYS Department of Law	Investor Protection Bureau	28 Liberty St. 21st Floor, New York, NY 10005	(212) 416-8222 Fax: (212) 416-6042
North Dakota	Franchise Examiner	North Dakota Securities Department	600 East Boulevard Avenue, State Capitol Fourteenth Floor, Dpt 414, Bismarck, ND 58505-0510	(701) 328-4712
Oregon	Division of Finance and Corporate Securities	Department of Consumer and Business Services	Labor and Industries Building	(503) 378-4140 Fax: (503) 947-7862
Rhode Island	Securities Division	Department of Business Regulation	1511 Pontiac Avenue, John O. Pastore Complex 69-1, Cranston, RI 02920-4407	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 S. Euclid 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563 Fax: (605) 773-5953
Texas	Secretary of State	Registration Division	P.O. Box 13193, Austin, TX 78711-3193 1719 Brazos, Austin, TX 78707	(512) 475-1769
Utah	Division of Consumer Protection	Utah Department of Commerce	160 East 300 South, SM Box 146704, Salt Lake City, UT 84114-6704	(801) 530-6601 Fax: (801) 530-6001
Virginia	State Corporation Commission	Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor, Richmond, VA 23219	(804) 371-9051
Washington	Securities Division	Department of Financial Institutions	P.O. Box 9033, Olympia, WA 98507-9033	(360) 902-8760
Wisconsin	Division of Securities	Department of Financial Institutions	P.O. Box 1768, Madison, WI 53701	(608) 266-2801
Federal Trade Commission	Division of Marketing Practices	Bureau of Consumer Protection	Pennsylvania Avenue at 6th Street, NW, Washington DC 20580	(202) 326-3128

EXHIBIT “F”
TO THE FDD

RELEASE AGREEMENT (FORM)

RELEASE AGREEMENT
(Form)

This RELEASE AGREEMENT ("Agreement") is made and entered into as of _____________________ by and between **WILD ROOTS FRANCHISING LLC** ("Franchisor") and _____________, **LLC/INC.,** _____________, **AND** _____________ (jointly and severally "Franchisee"). The above will collectively at times be referred to as "Parties" and individually as "Party." Capitalized terms used herein will have the meanings set forth in the Franchise Agreement, unless defined otherwise herein.

RECITALS

WHEREAS, Franchisee entered into a Wild Roots® franchise agreement on _______________________ with Franchisor ("Franchise Agreement"); and

WHEREAS, the Franchise Agreement was personally guaranteed by ___________ and ______________ ("Personal Guarantor(s)"); and

WHEREAS, the Franchise Agreement has been terminated effective as of _______________________.

NOW THEREFORE, in consideration of the recitals, premises and other provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisor, Franchisee and Personal Guarantor(s) hereby agree as follows:

1. Franchisee and Personal Guarantor(s) hereby, fully and irrevocably, release, acquit and forever discharge Franchisor and its successors, affiliates, directors, officers, members, managers, employees, shareholders, representatives and agents and each of them, individually and collectively, of and from any and all claims, demands, obligations, causes of action, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, and in whatever legal theory or form which Franchisee and Personal Guarantor(s) have or claim to have, or at any time heretofore, had or claimed to have had, or which may hereafter accrue or arise, against Franchisor, its successors, affiliates, directors, officers, members, managers, shareholders, employees and agents, and each of them, by reason of, or in any way connected with the Franchise Agreement, the relationship described therein and any business transaction, agreement or occurrence, act or omission relating thereto prior to the date hereof. Franchisee and Personal Guarantor(s) further waive any and all state law provisions limiting the effect of a general release.

2. Franchisee and Personal Guarantor(s) hereby covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court agency, or other forum, either affirmatively or by way of crossclaim, defense, or counterclaim against any person or entity released under Section 1 above with respect to any claim released under Section 1.

3. Franchisee and Personal Guarantor(s) represent that each of them fully understands the broad coverage of the release provisions of this Agreement, and that they execute the same with respect to all claims, causes of action and demands, as set forth above, they have or may have against the Franchisor, fully intending that the provisions hereof be given the broadest interpretation permitted by law or the English language. Franchisee and Personal Guarantor(s) acknowledge and expressly agree that they will make no claim, and hereby waive any right they may now have, or may hereafter have, based upon any alleged oral or written alteration, amendment, or modification of this Agreement, fully waiving any

right they may have to refer to extrinsic matters in the interpretation hereof, whether to establish fraud, duress, mistake, undue influence, or for any other purpose.

FOR CALIFORNIA FRANCHISEES ONLY: These releases are intended to waive, release and discharge all claims, other than those expressly reserved herein, with the express waiver of any statute, legal doctrine or other similar limitation upon the effect of general releases. In particular, the parties waive the benefit of any applicable statutory provision such as by illustration, California Civil Code Section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The parties, with the advice of their respective counsel, waive the benefit of both statute and other legal doctrine or principle of similar effect in any jurisdiction.

4. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for, an injunction against any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Agreement.

5. Franchisee and Personal Guarantor(s) are reminded of their ongoing obligations under the non-competition clauses of the Franchise Agreement and the Brand Protection Agreement for Principals signed with Franchisor.

6. Miscellaneous.

6.1 Cooperation. Franchisee and Personal Guarantor(s) will make, execute and deliver to Franchisor, promptly upon request and without additional consideration, any document or instrument necessary to carry out and effectuate the purposes of this Agreement.

6.2 Choice of Law and Jurisdiction. This Agreement will be construed in accordance with and all disputes hereunder will be governed by the laws of the state of California without giving effect to its conflicts of law provisions. Franchisee, Personal Guarantor(s), and Franchisor hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the state of California even though it may be otherwise possible to obtain jurisdiction elsewhere, and we both agree that San Diego, California will be the exclusive venue for any litigation between us. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of San Diego, California.

6.3 Arbitration. In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to the provisions hereof, the relationship of the Parties hereto, or the validity of this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules. All arbitration hearings will be conducted exclusively in San Diego, California, and the laws of the state of California will govern, without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association, unless otherwise waived by the Parties. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any Court of competent jurisdiction.

6.4 Attorneys' Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

6.5 Amendment. This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties.

6.6 Company Authority. The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement.

6.7 Binding Agreement. This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

6.8 Confidentiality. Franchisee and Personal Guarantor(s) agree to maintain this Agreement, the terms hereof, and any and all information obtained or provided by either Party in order to initiate a contractual relationship, in the strictest of confidence.

6.9 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of telefaxed, emailed pdf or other electronically delivered signature page, each of which will be deemed an original, but all of which together will constitute one and the same document.

6.10 Entire Agreement. This Agreement contains the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party. The Parties hereby agree that all prior agreements between the Parties regarding the subject matter hereof are hereby terminated with no continuing duties or obligations on the part of the other Party.

6.11 Paragraph Headings. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, construe or describe the scope, interpretations or extent of such paragraph or in any way affect such paragraph or this Agreement. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers.

6.12 Enforceability. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, not be effective to the extent of such prohibition, but such prohibition will not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction.

7. This Agreement will be effective when all the parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it as provided in the signature block below.

8. The Franchisee and Personal Guarantor(s) acknowledge that they have carefully read the foregoing Agreement and know and understand the contents of this Agreement, have been represented by counsel, or had the opportunity to be represented by counsel, and sign this Agreement as their own free act, fully intending to be legally bound thereby.

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be executed as of the date provided below written with the full authority of the company principal they represent.

FRANCHISOR:

WILD ROOTS FRANCHISING LLC

By: ______________________________
(Signature)

Name: ____________________________

Title: _____________________________

Date: _____________________________

FRANCHISEE:

____

By: ______________________________
(Signature)

Name: ____________________________

Title: _____________________________

Date: _____________________________

PERSONAL GUARANTOR(S):

By: ______________________________

Name: ____________________________

Date: _____________________________

By: ______________________________

Name: ____________________________

Date: _____________________________

By: ______________________________

Name: ____________________________

Date: _____________________________

By: ______________________________

Name: ____________________________

Date: _____________________________

EXHIBIT “G”
TO THE FDD

SIGNING CHECKLIST

WILD ROOTS
HOLISTIC LEARNING CENTER

Franchise Documents Signing Checklist
The following items need to be filled out, signed, or dated by the party indicated

1. When you receive the FDD.

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
FDD Receipt Pages	(last 2 pages of the entire FDD packet)	There are two receipt pages at the very end of the FDD. You must sign and date <u>both</u> copies. You will keep the copy labeled "Franchisee Copy" and return the other copy ("Franchisor Copy") to the franchisor ("Wild Roots").	______

2. When you sign the Franchise Agreement and other documents.

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Franchise Agreement	(page 1)	Fill in the franchisee name	______
Franchise Agreement	(page 3)	In first paragraph fill in date and franchisee name.	______
Franchise Agreement	(page 41)	Fill in the franchisee name, address, and email	______
Franchise Agreement	(page 48)	**1.** If the franchisee is an entity, (1) fill in the entity name on the line before LLC/INC., and have the president, manager, etc. sign on behalf of the entity. **2.** If there is no entity, the franchisee will sign on the lower lines and print his or her name on the line before "personally."	______
Territory	Exhibit A-1 (page 49)	If the premises is not already known, this will be filled out and initialed later.	______
Company Reps. and Warranties	Exhibit A-2 (page 50-51)	The franchisee must fill in the appropriate fields, date, and sign.	______
Brand Protection Agreement for Principals	Exhibit A-4 (page 55-58)	Each owner and principal manager of the franchisee must fill out and sign this agreement.	______
Employee Brand Protection Agreement	Exhibit A-5 (page 59-62)	To be filled out and signed by each one of franchisee's employees.	______
Lease Rider	Exhibit A-6 (page 63-65)	Landlord and Franchisee fill in each required section, signs, and dates.	______
ACH Agreement	Exhibit A-7 (page 66)	This must be filled out with all the appropriate bank information and signed.	______

Guaranty of Assumption of Obligations	Exhibit A-8 (page 67-68)	Franchisee must fill in the date, the name of its entity and the date of the franchise agreement on the first page. The owners of the franchisee (and their spouses) must sign and fill out the signature page.	______
Digital and Social Media Authorization for Assignment	Exhibit A-9 (page 69-70)	Franchisee and franchisor must sign this.	______
Franchisee Report	Exhibit A-12 (page 73)	Franchisee must fill out relevant information, sign, and date.	______
State Addenda	Exhibit A-13	Depending on your state, you may be required to fill out and sign a state specific addendum.	________

3. Exhibits you will NOT sign now but may later.

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Nanny Placement Service Add-On Agreement	Exhibit A-10 (page 71)	This document only gets signed if you desire to add-on and you are approved to add on nanny placement services after at least one year of operations.	______
Elementary School Service Add-On Agreement	Exhibit A-11 (page 72)	This document only gets signed if you desire to add-on and you are approved to add on elementary school services after at least two years of operations.	______
Form Release Agreement	Exhibit – F	This does <u>not</u> get signed at the time of signing the franchise agreement. This agreement or a form thereof will only be signed upon the termination, non-renewal or transfer of the franchise.	______

4. Items to complete after you sign the franchise agreement.

DOCUMENT	INSTRUCTIONS	CHECK WHEN COMPLETED
Proof of insurance	The franchisee must get and maintain insurance and provide proof of insurance that lists the franchisor as an additional insured. The franchisee must provide this **<u>annually</u>**.	______
Franchisee's d.b.a.	In the state where your franchise is located, you need to file for a dba or "doing business as" under the name "Wild Roots ___________." The blank line will be the city or neighborhood where your franchise is located or as assigned by the franchisor. For example, if your franchise is located in Irvine, California, your filed dba could be "Wild Roots – Irvine." The franchisor must approve your dba before you file it. You must send a copy of the dba filing to the franchisor after it is filed. Please note that a dba is different from your company name if you have a company that is the franchisee. Please note that also you <u>cannot</u> use the name "Wild Roots" as part of your company name.	______
Franchisee's certificate of occupancy	Franchisee must provide a certificate of occupancy before you schedule on-site opening assistance/training	______

Franchisee's entity documents	Articles of incorporation/organization along with bylaws or operating agreement sent to franchisor.	______
Copy of lease agreement	The franchisee must provide a copy of the lease agreement to the franchisor.	______

State Effective Dates

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

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

State	Effective Date
California	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.

RECEIPT
(Franchisee's Copy)

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 Wild Roots Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Wild Roots Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator listed in Exhibit "E." Wild Roots Franchising LLC authorizes the respective state agencies identified on Exhibit "D" to receive service of process for it in the particular state.

Wild Roots Franchising LLC is located at 27655 Jefferson Avenue, Temecula, California 92590. Its telephone number is (951) 491-3049.

The issuance date of this disclosure document is April 19, 2024.

The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

Name	Address	Phone Number
Brittany Ponce	27655 Jefferson Avenue, Temecula, California 92590	(951) 491-3049
Rachel Ibon-Amaya	27655 Jefferson Avenue, Temecula, California 92590	(951) 491-3049

If your franchise seller's name and contact information is not listed above, please list the name, address, and phone number of the franchise seller below:

____

I received a disclosure document dated April 19, 2024, that included the following Exhibits:

A.	Franchise Agreement and Its Exhibits	E.	List of State Agencies Responsible for Franchise Disclosure and Registration Laws
B.	Financial Statements	F.	Release Agreement (Form)
C.	Schedule of Franchisees	G.	Signing Checklist
D.	List of Agents for Service of Process		

Date: ____________________________ By: ____________________________
(Do not leave blank) (Signature)

Title: ____________________________ Name: ____________________________
(If signing on behalf of a company) (Print name)

Please keep this copy for your records.

RECEIPT
(Franchisor's Copy)

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 Wild Roots Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Wild Roots Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator listed in Exhibit "E." Wild Roots Franchising LLC authorizes the respective state agencies identified on Exhibit "D" to receive service of process for it in the particular state.

Wild Roots Franchising LLC is located at 27655 Jefferson Avenue, Temecula, California 92590. Its telephone number is (951) 491-3049.

The issuance date of this disclosure document is April 19, 2024.

The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

Name	**Address**	**Phone Number**
Brittany Ponce	27655 Jefferson Avenue, Temecula, California 92590	(951) 491-3049
Rachel Ibon-Amaya	27655 Jefferson Avenue, Temecula, California 92590	(951) 491-3049

If your franchise seller's name and contact information is not listed above, please list the name, address, and phone number of the franchise seller below:

____

I received a disclosure document dated April 19, 2024, that included the following Exhibits:

A.	Franchise Agreement and Its Exhibits	E.	List of State Agencies Responsible for Franchise Disclosure and Registration Laws
B.	Financial Statements	F.	Release Agreement (Form)
C.	Schedule of Franchisees	G.	Signing Checklist
D.	List of Agents for Service of Process		

Date: ______________________________ (Do not leave blank)

By: ______________________________ (Signature)

Title: ______________________________ (If signing on behalf of a company)

Name: ______________________________ (Print name)

If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt by mailing it to Brittany Ponce, 27655 Jefferson Avenue, Temecula, California 92590, or by emailing it to info@wildrootsfranchise.com.