FRANCHISE DISCLOSURE DOCUMENT

WISE WONDER ENRICHMENT FRANCHISING LLC
a New York limited liability company
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The franchise offered is for an early childhood literacy program operating under the name "Wise Wonder Enrichment" that teaches the love of reading to children aged 6 months to 12 years old.

The total investment necessary to begin operation of a single Wise Wonder Enrichment Center ranges from $260,920 to $416,494, including $40,000 that must be paid to the franchisor and/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 the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Andy Collins at 23 Warren Street, New York, New York 10007, Andy@wisewonder.com and 646-649-5917.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract 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, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: May 25, 2023

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A 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 Wise Wonder Enrichment 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 Wise Wonder Enrichment franchisee?	Item 20 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 F.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The Franchise Agreement requires you to resolve disputes with the franchisor by litigation only in New York, New York. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in New York, New York than in your own state.
2. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
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.

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

The Franchisor

The franchisor is Wise Wonder Enrichment Franchising LLC (referred to in this Disclosure Document as "**we**," "**us**," or "**our**"). We were formed as a New York limited liability company on February 9, 2023. Our principal place of business is 23 Warren Street, New York, New York 10007 and we do business under our corporate name and the name "Wise Wonder Enrichment". We began offering franchises as of the issuance date of this Disclosure Document and we do not offer franchises and have not conducted business in any other line of business. We do not own or operate a business of the type being franchised; however, as described below, our affiliates do.

In this Disclosure Document, we refer to person or business entity that will be signing the Franchise Agreement as "**you**," "**your**," or "**franchisee**". While not uniformly imposed, it is our practice to require you to form business entity to serve as the "franchisee" under the Franchise Agreement. As such, all references to "you," "your," and "franchisee" includes all owners and partners of such business entity.

Our agents for service of process are listed in Exhibit H.

Our Parents, Predecessors and Affiliates

We have no parents or predecessors.

We have a number of affiliates that own and operate Book Nook Enrichment centers, which are a substantially similar business as the type being franchised in this Disclosure Document. The first Book Nook Enrichment center began operating in April of 2012. These Book Nook Enrichment Centers are anticipated to be rebranded to Wise Wonder Enrichment centers in the summer of 2023.

Our affiliate, Book Nook NYC LLC, is a New York limited liability company headquartered at 23 Warren Street, New York, New York 10007 ("**IP Owner**"). IP Owner owns the Proprietary Marks (described below) which it has licensed to us so that we may sublicense them to our franchisees. IP Owner has never offered franchises in this or any other lines of business, and is not an approved supplier of any product or service that you must purchase.

Description of Franchise

We and our affiliates have developed a proprietary system (the "**System**") for opening and operating Wise Wonder Enrichment Centers (each a "**Center**" or a "**Franchised Business**") that specialize in furnishing early childhood literacy programs that teach the love of reading to children aged 6 months to 12 years old and that fill a need for both parents and their children to participate in a local, community-based reading program, creating a lifelong love of reading in children and building their confidence as they start their path in early education. Centers are generally located in high traffic locations, including strip mall complexes, lifestyle centers and free-standing locations. Centers will typically need between 1,500 and 2,000 square feet of space. As a franchisee, you will sign our Franchise Agreement (see the current form of Franchise Agreement in Exhibit B) for the right and obligation to develop, open and operate a single Center. The System makes use of the trade name and mark "Wise Wonder Enrichment", as well as additional principal service marks, trademarks, trade names, logos, emblems and indicia of origin (as identified in Item 13). These principal marks and all other marks which may be designated by us in the future in writing for use with the System are referred to in this Disclosure Document as the "**Proprietary**

Marks". The System includes our distinctive, unique methods, processes, technical knowledge and marketing ideas, including our trade secrets, purchasing arrangements, curriculum, commercial ideas, confidential training manuals, advertising materials, computer software, marketing strategies, information on sources of supply, forms, distinctive signage, trade dress, architectural designs, and employee training techniques and manuals, all of which we may change, improve, and further develop, in our discretion. Certain aspects of the System are more fully described in this Disclosure Document and in the Confidential Operations Manual (which you should expect to evolve over time) that will be provided to you as a franchisee.

Market and Competition

The general market for early education literary franchise opportunities of the type offered to you hereunder is well developed and intensely competitive. You will serve the general public and will compete with a variety of businesses, including locally owned to regional, national and chain early education chains, some of which may be franchise systems. Some competitors may be larger and have better financial resources. Some competitors may have better name recognition than Wise Wonder Enrichment. Some may be privately held or publicly held entities. We do not believe that the early education market is seasonal. The ability of each Center to compete will depend on its location, square footage, hours of operation, ingress and egress, signage, parking, service, employee attitudes, overhead, changing local market and economic conditions, and many other factors both within and outside your control.

Industry Regulations

In addition, you must comply with local, state and federal laws applicable to any business, such as health, sanitation, no-smoking, EEOC, OSHA, discrimination, taxes, employment and sexual harassment laws. The Americans with Disabilities Act requires readily accessible accommodations for disabled people and, therefore, may affect your building construction. The Patient Protection and Affordable Care Act may require you to offer health insurance to certain employees. You must obtain real estate permits, other licenses, zoning approvals, and leasehold, signage and site occupancy permit and certifications.

You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Center and you should consider both their effect and costs of compliance.

ITEM 2
BUSINESS EXPERIENCE

Founder and Chief Executive Officer – Rina Collins

Mrs. Collins has served as our Founder and Chief Executive Officer in New York, New York since our inception. She has also served as the Founder and Head of Education for our affiliates in New York, New York since inception (originally in April 2012).

Chief Operating Officer – Andy Collins

Mr. Collins has served as our Chief Operating Officer in New York, New York since our inception. He has also served as Head of Operations for our affiliates in New York, New York since inception (originally April 2012).

ITEM 3
LITIGATION

Little Learning, Inc. v. Rina Patel and Book Nook NYC, LLC, Index No. 152647/2014, Supreme Court of New York, New York, Filed March 19, 2014.

On March 19, 2014, Plaintiff filed a lawsuit against our Founder and Chief Executive Officer, Rina Collins, and Book Nook NYC LLC, relating to her departure from her prior employment. In particular, Plaintiff make the following allegations against Defendants: Breach of Fiduciary Duty and Confidential Relationship, Misappropriation, and Breach of the Duty of Loyalty. Defendants maintained that Plaintiff's allegations were entirely without merit, but entered into a Confidential Settlement Agreement and General Release on March 6, 2015, wherein Defendant agreed to pay Plaintiff $15,000 and discontinue use of the "summer journey" name. This case was dismissed with prejudice on April 3, 2015.

Except for the above, no litigation information is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

You must pay an initial franchise fee of $40,000 ("**Initial Franchise Fee**") to purchase a Wise Wonder Enrichment franchise. The Initial Franchise Fee is paid in one lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstances.

To provide support to the veterans of the United States military, we offer qualified applicants a 10% discount on the Initial Franchise Fee for the development of their first Wise Wonder Enrichment franchise. In order to qualify and participate in our United States Military Veteran Program, you must: (i) be a United States military veteran; (ii) have been honorably discharged from any branch thereof; (iii) provide us with a certified copy of your Certificate of Release or Discharge from Active Duty (DD 214 Form) evidencing your honorable discharge; (iv) own a majority interest in the Center; (v) otherwise meet the requirements of our program; and, (vi) request participation in our program prior to signing the Franchise Agreement. We may, in our sole discretion, modify or discontinue our United States Military Veteran discount program at any time.

If you are an existing Wise Wonder Enrichment franchisee and wish to purchase a second Wise Wonder Enrichment franchise, we will provide you with a 50% discount on the then-current Initial Franchise Fee due in connection with such second franchise.

Except as otherwise described herein, the Initial Franchise Fee is uniformly imposed on all franchisees.

There are no other purchases from or payments to us or any affiliate of ours that you must make before your Center opens.

ITEM 6
OTHER FEES

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalty Fees	7% of Gross Revenues	Monthly via ACH on the 10th day of the following month.	"Gross Revenues" means all revenue and income directly or indirectly derived in connection with the operation of the Franchised Business and/or Center, except sales taxes. Royalty Fees will be debited automatically from your bank account by ACH or other means designated by us. See Note 2.
Brand Fund Contribution	Currently, none. May be up to 3% of Gross Revenues. See Column 4.	Payable at the same time and in the same manner as the Royalty Fee	You are not required to pay any Brand Fund Contribution unless and until at least 10 Wise Wonder Enrichment franchises have commenced operations. We anticipate that the Brand Fund Contribution will be 1% of Gross Revenues, but it may be increased to up to 3% of Gross Revenues. See Item 11 for a detailed discussion about the Brand Fund.
Technology Fee	$250 per month	Payable at the same time and in the same manner as the Royalty Fee	This fee is payable in connection with our development and/or implementation of System technology, including our point of sale system, loyalty program, communication and collaboration systems, and other systems and programs we may develop and/or implement in the future. We reserve the right to increase the Technology Fee to $500 per month with 30-days' prior notice.
Local Advertising, Marketing and Promotional Expenditures	$4,000 per quarter.	Must be spent each quarter	Payable directly to your local advertising vendors. Any advertising that you propose to use must first be approved by us.

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Advertising Cooperative	Up to 2% of Gross Revenues	As determined by co-op	We may form an advertising cooperative. If we do, any amount you contribute to an advertising cooperative will count toward your local advertising requirement, but if the amount you contribute to an advertising cooperative is less than the amount you must spend for local advertising, you must still spend the difference locally.
Accounting Software Fees	Then-current fees; currently $125 per month	Monthly	These fees are paid directly to third party vendors. You must remain current with vendors.
Conferences, Meetings and/or Conventions	Up to $1,500 per person, plus expenses	Before event	We may from time to time establish conferences, meetings and/or conventions which you and your personnel that we designate must attend. In addition to the per person fee we charge, you are responsible for all living and transportation expenses of your attendees.
(a) All transfers except as provided in (b) below. (b) Transferee is an entity controlled and owned by current Franchisee.	(a) 50% of our then-current Initial Franchise Fee (b) None	Upon approved transfer	If you wish to transfer multiple then-effective Franchise Agreements, you must pay this transfer fee for each such Franchise Agreement.
Operations Manual Replacement Fee	$500	As incurred	
Initial Training Program	All living and transportation expenses of all trainees. Additional and subsequent trainee charge of $500 per person per day	Expenses as incurred; fee for additional and subsequent trainees due 10 days before training begins	Training for up to two (2) people is included in the Initial Franchise Fee, but you must pay your trainees' expenses, including travel, lodging, meals and wages. At least one (1) Operating Principal and one (1) Center Manager must attend and successfully complete the Initial Training Program.

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Additional or Extended On-Site Opening Support	First Center, none. See Column 4 and Note 3.	Before training	The fee for the On-Site Opening Support of your first Center is included in the Initial Franchise Fee. For your second or later Center and/or additional or extended On-Site Opening Support, you must pay us $500 per person per day, plus expenses.
Additional Training	$500 per person per day, plus expenses	Before training	We may from time to time develop additional training programs which the personnel we designate must attend and successfully complete. If we do, we may require you to pay us this training charge, plus all living and transportation expenses of your trainees.
Renewal Fee	25% of our then-current Initial Franchise Fee	Before renewal	You will only need to pay this fee if you renew the Franchise Agreement.
Relocation Fee	See Column 4.	As incurred.	If you wish to relocate your Center, you must apply to us for our consent to the relocation. We do not charge a relocation fee, but you are required to reimburse us for all costs and expenses we incur in reviewing, considering and memorializing any such relocation. Except in cases of emergency, the new premises must be occupied and open prior to vacating the old location.
Interest	1.5% per month or highest rate allowed by law	As incurred	Due on all overdue amounts. Interest accrues from the original due date until payment is received in full.
Reporting Non-Compliance	$150 per occurrence	14 days of invoice	Payable for failure to timely submit reports (including the Royalty and Activity Reports) and financial statements as required under Franchise Agreement.
Operations Non-Compliance	$450 to $1,000 per occurrence	14 days of invoice	Payable for failure to comply with operational standards as required and specified under Franchise Agreement, plus inspection and re-inspection costs incurred by us. See Note 9. This fee shall be in addition to, and not in lieu of, other rights and remedies available to us.

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Payment Non-Compliance	$150 per occurrence		Payable for failure to timely pay, when due, a fee or payment due to us under the Franchise Agreement, plus interest, costs and legal fees.
NSF Check Fee of Failed Electronic Fund Transfer	$50 per violation	As incurred	Payable if your bank account possesses insufficient funds and/or fails to process a payment or transfer related to a fee due from you to us.
Testing or Supplier Approval Fee	Actual fees, costs, and expenses	Within 14 days of invoice	You must pay us the costs incurred by us to review and evaluate a potential supplier, product, or service that you submit to us for approval.
Audit Fee	Actual costs and expenses. See Note 4.	As incurred	For costs incurred by us for each financial audit, provided the audit determines underreporting of 2% or greater during any designated audit period, including audit, legal, travel and reasonable accommodations.
Quality Assurance Audit	Actual costs incurred by us	As invoiced	Payable if we engage a third-party to perform periodic quality assurance audits, including mystery shopper programs.
Collections	Actual fees, costs, and expenses	On demand	For costs and expenses incurred by us in collecting fees due to us, and/or to enforce the terms of the franchise agreement or a termination of the franchise agreement. Includes costs and expenses of re-inspections required by quality assurance audit.
Non-compliance	Actual fees, costs, and expenses	On demand	Fees, costs and expenses incurred by us as a result of your breach or noncompliance with the terms of your Franchise Agreement.
Legal fees and expenses	Costs and expenses. See Column 4.	As Incurred	You must reimburse us for the expenses we incur (including without limitation attorneys' fees) in enforcing or terminating the Franchise Agreement.

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Management Fee	20% of Gross Revenues, plus expenses	Payable at the same time and in the same manner as the Royalty	We may (but are not required to) step in and manage your Center in certain circumstances, including the death, disability of your last surviving owner, your prolonged absence or if we determine that the operation of your Franchised Business is in jeopardy. We will charge a Management Fee if we manage your Center, and you must reimburse us for the expenses we incur. The Management Fee will be in addition to Royalties due us. We will remit any remaining funds to your Estate.
Indemnification	Costs and expenses. See Column 4.	As Incurred	You must reimburse us for the costs we incur if we are sued or held liable for claims that arise from your operation of the Center or Franchised Business, or for costs and expenses (including attorneys' fees) associated with defending claims that you used the Proprietary Marks in an unauthorized manner.
Post-Termination or Post-Expiration Expenses	Costs and expenses.	As Incurred	
Proprietary and Trademarked Products	See Note 5.	When you place orders for products.	We reserve the right to require that you purchase proprietary and/or trademarked products from us, our affiliate or designee. See Item 8.
Proprietary Software	Currently, none.	See Note 6.	See Note 6.
Insurance	Premiums and our costs and expenses plus 10% administrative fee	When billed	Insurance company sets the premiums and you pay the insurance company, except that if you fail to pay premiums for required insurance, we may pay premiums and charge you for them. Premiums may vary depending upon factors such as the insurance company selected and your claims experience. See Note 7.
Advances	Varies	When we request	You must pay us all amounts we advance to third parties for you.
Taxes	Varies	Promptly when due	You must pay us all taxes we pay except for our corporate income taxes due to goods or services we furnish to you, the Initial Franchise Fee, the Development Fee, Royalty Fees and Brand Fund Contributions.

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Application of Funds			We can apply your payments to the oldest obligation due.
Liquidated Damages	Will vary under the circumstances	15 days after termination.	See Note 8.

Notes:

(1) Except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us, non-refundable and are currently uniformly imposed. However, for any costs set forth above that are required to be paid to our approved suppliers, for the ease of systemwide contract maintenance, we have the right (but not the obligation) to pay those suppliers directly on behalf of amounts owed by franchisees, and then collect those amounts from franchisees.

(2) Prior to opening you must sign and deliver to us the documents required by us, our bank and/or your bank to authorize us to debit your bank account automatically for the Royalty Fee, Brand Fund Contribution Fee and other amounts due under the Franchise Agreement or any related agreement between us (or our affiliates) and you. If we institute an automatic debit program for the Center, we will debit your account for these fees on the 10th day of the month based on the Gross Revenues of your Center for the previous month. You must make the funds available for withdrawal by electronic transfer before each due date. In our automatic debit program, we may require you to obtain, at your expense, overdraft protection for your bank account in an amount that we specify.

a. If you fail to report the Center's Gross Revenues for any month, we may debit your account for 120% of the Royalty Fee and Brand Fund Contribution Fee that we debited for the previous month. If the amount we debit from your account is less than the amount you actually owe us (once we have determined the true and correct Gross Revenues of the Center), we will debit your account for the balance due on the day that we specify. If the amount we debit from your account is greater than the amount you actually owe us (once we have determined the true and correct Gross Revenues of the Center), we will credit the excess, without interest, against the amount that we otherwise would debit from your account for the next payment due.

b. We have the right, at our sole option upon notice to you, to change periodically the timing and terms for payment of Royalty Fees, Brand Fund Contribution Fees and other amounts payable to us under the Franchise Agreement.

c. If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you.

(3) If you are opening your first Center, we will provide you with at least one of our representatives, for 3 days, following your completion of all pre-opening obligations and our determination of your authorization to open, to furnish on-site opening support ("**On-Site Opening Support**"). There is no additional fee associated with the On-Site Opening Support; the fee is included in the Initial Franchise Fee. However, if (a) you request an additional or extended period of On-Site Opening Support or (b) you are opening your second or later Center, we may (as determined in our sole discretion), but need not, furnish such On-Site Opening Support. If we do, you will be required to pay us our then-current training fee (currently, $500 per person per day) and reimburse us for all

of the costs and expenses we incur in connection with such additional or extended On-Site Opening Support, including our trainees' salaries, travel costs, meals, lodging and other living expenses.

(4) If an audit discloses an understatement in any report of 2% or more, you shall, in addition to repaying us the amount due, reimburse us for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting, auditors' and attorneys' fees and expenses). If you understated your Gross Revenues by (i) 2% or more on 3 separate occasions within any 36 month period or (ii) 5% or more during any month within a reporting period and/or for any entire reporting period, then in addition to paying us the amount due, plus interest and the cost of the audit, your understatement will be considered a material incurable breach which will entitle us to immediately terminate the Franchise Agreement. If you understate your Gross Revenues by less than 2% for any period, you must immediately pay us the amount due, plus interest, but we will pay the cost of the audit. The percentages described in this footnote are fixed and will not change during the term of the Franchise Agreement.

(5) You must purchase from our approved supplier, uniforms for each of your Center personnel. We estimate these to cost approximately $20 per shirt. In addition, if developed, you must buy proprietary and trademarked products from us, our affiliate or designee. We (or our affiliates or designees) will sell you proprietary and trademarked products, equipment or services under terms we develop and advise you of periodically. We may earn a profit on the sale of these products to you.

(6) If we develop or have developed for us our own proprietary computer software programs and software support services, you will be required to purchase such software at the then-current price, pay the then-current fees associated therewith and sign our then-current standard form software license agreement. You will also be required to pay for any future updates or revisions to any proprietary software we develop. We do not know the cost of any future updates or revisions at this time. You must buy new or upgraded programs and materials from us if we adopt them system-wide, at the prices we set. You will pay for new or updated programs and materials when you order them.

(7) You must maintain at least the following insurance: (1) comprehensive general liability, in the amount of not less than $1,000,000 for injuries to one person and not less than $3,000,000 for injuries to more than one person, in any one accident or occurrence and for loss or damage to the property of any person or persons, for not less than $500,000; (2) all risks coverage for full repair and replacement value of all of the equipment, fixtures and supplies used in your Center with an agreed amount endorsement equal to 100% of the property's value; (3) employer's liability, workers' compensation, and any other insurance that may be required by statute or rule of the state or locality in which the Center is located and operated; (4) business interruption insurance of at least 50% of your annual gross revenues excluding payroll, including naming us as an additional insured and loss payee for Royalty Fees that would have been paid by you based on the Center's Gross Revenues during the preceding 12 month period; (5) any insurance coverages required by the terms of the lease for the Center premises; (6) umbrella insurance in the amount of $5,000,000 per occurrence and $5,000,000 in the aggregate; (7) auto liability insurance in the amount of $1,000,000; and, (8) any other insurance coverages we may require in the future. In addition to the foregoing, in connection with any construction, renovation, refurbishment or remodeling of the Center, you shall maintain Builder's Risks/installation insurance in forms and amounts, and written by a responsible, duly licensed carrier or carriers, reasonably satisfactory to us.

(8) If your Franchise Agreement is terminated for cause, you must pay us within 15 days after the effective date of termination, liquidated damages equal to the average monthly Royalty Fees you

paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in 2 full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is lower.

(9) In addition to the non-compliance fee set forth in the table above, if an inspection of your Center reveals deficiencies, and you fail to correct such deficiencies, then we have the right (but not the obligation) to correct such deficiencies and charge you a reasonable to cover the expenses that we incur. In addition, we reserve the right to require you to contract with a third party company we designate to conduct healthy, safety and sanitation inspections of your Center and to require you to reimburse us for the costs we incur in connection with our having such third party designee perform such services on your behalf.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
ONE CENTER

Column 1 Type of Expenditure	Column 2 Estimated Amount		Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (1)	$40,000	$40,000	Lump Sum	At signing Franchise Agreement	Us
Leasehold Improvements, Construction Cost (2)	$96,200	$204,900	As Incurred	Before Opening	Contractor / Third-Party Providers
Furniture & Fixtures (3)	$24,184	$30,206	As Incurred	Before Opening	Contractor / Third-Party Providers
Equipment (4)	$2,372	$4,488	Lump Sum	Before Opening	Contractor / Third-Party Providers
Signage (interior and exterior) (5)	$5,675	$9,636	As Incurred	Before Opening	Third-Party Providers
Computer and Point of Sales System (6)	$4,187	$4,865	Lump Sum	Before Opening	Third-Party Providers
Opening Inventory (7)	$4,304	$5,822	As Incurred	Before Opening	Third-Party Providers
Uniforms (8)	$0	$250	As Incurred	Before Opening	Third-Party Providers
Rent Deposits (9)	$17,471	$23,295	As Incurred	Before Opening	Landlord

Utility Deposits (10)	$243	$270	As Incurred	Before Opening	Utility Providers
Insurance Deposits and Premiums (11)	$183	$550	As Arranged	Before Opening	Insurance Company
Pre-opening Travel Expense (12)	$1,100	$3,200	As Incurred	Before Opening	Airline, Hotel, Restaurants
Grand Opening Advertising (13)	$10,000	$15,000	As Incurred	Before Opening	Third Parties
Professional Fees (14)	$8,303	$12,998	As Arranged	Before Opening	Attorneys, Accountants
Business Entity Formation	$375	$750	Lump Sum	Before Opening	Licensing Authorities
Printing, Stationery and Office Supplies (15)	$425	$575	As Incurred	Before Opening	Third-Party Providers
Additional Funds – 3 Months (16)	$45,898	$59,689	As Incurred	As Incurred	Third Parties
TOTAL (17)	**$260,920 to $416,494**				

Notes:

1. ***Initial Franchise Fee***. The Initial Franchise Fee will be nonrefundable.

2. ***Leasehold Improvements and Construction Costs***. You may already have an appropriate Center, or your cost of construction or leasehold improvement for your Center may be minimal. The cost of construction or leasehold improvements will vary depending on your construction and renovation costs and how many of those costs the landlord will pay (if any). In addition, leasehold improvement and construction costs vary significantly depending on the condition, location, size and configuration of the Center premises and other factors relating to the geographic location of the business, suppliers, government regulations, labor costs and other considerations. You will contract directly with the construction contractor and possibly other construction suppliers on terms negotiated by you. Generally, the landlord provides the space with demolition complete, exterior walls drywalled; an acoustical drop ceiling; working HVAC; and plumbing and electrical service to the space (i.e., a "white box"), or an equivalent amount of free rent to offset these costs. The contractor will install the leasehold improvements. Leasehold improvements do not include exterior costs. These estimates do not include extraordinary costs such as developing in a historical property or developing from a cold dark shell. Wise Wonder Enrichment Centers will generally occupy between 1,500 and 2,000 square feet. In some instances, the Centers may be larger depending on the size of available sites, franchisee preferences and/or whether additional programs and birthday parties are offered from the Center. Calculations regarding estimates for leasehold improvements, building construction and site work are based upon these square foot estimates. If you choose to purchase real property on which to build your Center, your initial investment will be higher than what we estimate above. If you purchase real property, we cannot estimate how this purchase will

affect your total initial investment. In addition, the cost of permits and licenses will vary substantially depending on the location of the Center. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement

3. ***Furniture and Fixtures***. The estimated initial investment set forth in the table above includes classroom equipment, furniture, fixtures and décor for your Center, excluding transportation and set up charges. Our estimates assume that all such items will be purchased, not leased.

4. ***Equipment***. The estimated initial investment set forth in the table above includes the camera system, music system, speakers, lock system for your Center, excluding transportation and set up charges. Our estimates assume that all such items will be purchased, not leased.

5. ***Signage***. The estimated initial investment set forth in the table above includes the interior and exterior signage, such as wall signage for the exterior of the building, interior signage such as logo graphics for windows etc., interior brand identification such as wall graphics.

6. ***Computer System***. You must purchase the required computer hardware, software, internet connections and service, point of sale system, printers, classroom management software, dedicated telephone and power lines and other computer-related accessories, peripherals and equipment (the "**Computer System**"). You must obtain high-speed communications access for your Computer System. The type and number of Computer System equipment may vary depending on your Center and may change from time to time. We will specify the Computer System equipment in the Manual. These systems may from time to time evolve and change. See Item 11.

7. ***Opening Inventory and Supplies***. The opening inventory and supplies that you must purchase includes classroom and teaching supplies such as books, stickers, pens, crayons, markers, paper, decorations, alphabet letters, office supplies, kitchen and cleaning supplies, etc.

8. ***Uniforms*****.** We do not currently but reserve the right to require you to purchase uniforms from us, our affiliate or our designee. The high end of the estimate above is based on an initial set of 25 uniforms.

9. ***Rent Deposits***. If you do not own adequate property, you must lease the property for your Center. Rental costs will vary widely and may be significantly higher than projected in this table depending on factors such as property location, population density, economic climate, prevailing interest rates and other financing costs, conditions of the property and extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish a Center. The rent range set forth in the above table reflects a 3 month deposit (first and last month's rent and one month as a security deposit) based on average suburban rental rates of $46.59 per year per square foot. As noted, the rental rates in your geographic region may be higher or lower than the estimated range reflected in the table above. Landlords may vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, the lease may require you to pay common area maintenance charges, your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges. The actual amount you pay under the lease will vary depending on the size of the Center, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords and the prevailing rental rates in the geographic region.

10. ***Utilities Deposits.*** This estimate includes the estimated deposits for electric, gas and water. These costs may vary based on municipality and service provider.

11. ***Insurance Deposits and Premiums***. This estimate includes the estimated initial insurance premium for the insurance policies we require you to maintain. Our insurance requirements are described in Item 8. You should contact your insurance agent and obtain an estimate of your actual insurance costs.

12. ***Pre-Opening Travel Expenses***. These estimates include only your out-of-pocket costs associated with attending our initial training program, including travel, lodging, meals and applicable wages for one to two trainees. Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation from our training center in New York, New York. These amounts do not include any fees or expenses for training any other personnel or any of your labor costs.

13. ***Grand Opening Advertising***. You must spend at least $10,000 on a pre-approved approved Grand Opening Advertising Campaign over the course of the period equal to 90 days prior to the opening of your Center through 60 days after the opening of your Center.

14. ***Professional Fees.*** We strongly recommend that you engage the services of an attorney and/or accountant to assist you in evaluating this franchise offering. You may also wish to use an attorney to assist you in lease negotiations and/or to form an entity to own the franchise. In addition, you may need to engage an architect and IT service professional to assist develop and open your Center. Your costs may vary depending on how much you rely on your chosen advisors and the hourly rates your advisors charge.

15. ***Printing, Stationary and Office Supplies***. Our estimate includes the cost of purchasing an initial set of business cards, office supplies, items bearing the marks and uniforms.

16. ***Additional Funds.*** The amount of working capital needed will depend on the time necessary to achieve cash flow to cover operating expenses. This category includes estimated payroll, utilities, vendor, advertising, promotion, Royalty Fees, Brand Fund Contributions and similar costs during the initial phase of a new Center, which we estimate will be 3 months, but we have not included or factored in any sales revenue your Center may have generated during this period. Shortfalls of capital may arise from independent factors such as labor shortages, delays in construction or delivery and installation of leasehold improvements and equipment; or possible recession. Your costs may depend on the local market for purchasing products and the prevailing wage rate.

17. ***Total***. In general, none of the expenses listed in the above chart are refundable, except any security deposits you must pay to third party suppliers may be refundable. We do not finance any portion of your initial investment. We relied on our affiliates' experience in operating Book Nook Enrichment centers when preparing these estimates. Your actual costs may vary greatly and will depend on factors such as the size and condition of the space and cost to convert to a Wise Wonder Enrichment Center, your management skill, experience, and business acumen; local economic conditions; the prevailing wage rate; competition; and the sales level reached during the start-up phase. These are only estimates and your costs may vary based on actual rental prices in your area, and other site-specific requirements or regulations. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your market area. We do not provide financing to franchisees either directly or indirectly in connection with their initial investment requirements. The availability and terms of financing obtained from third parties will depend upon such factors as the availability of financing, your creditworthiness, collateral that you may make available, and the policies of local lending institutions.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Programs, Products and Services

All programs, products and services sold or offered at the Center must meet our then-current standards and specifications and be approved by us. You must purchase, install, and use all fixtures, furnishings, indoor and outdoor equipment, décor, supplies, computers and communications hardware and software, signs forms, materials, products and services as we may reasonably require in the Manual or other written materials ("**Approved Programs, Products and Services**") and which are now part of the System or which we in the future incorporate into the System unless, as to any one or more Approved Programs, Products and Services, sale is prohibited by local law or regulation or we have otherwise granted you our advance written approval. You must, at all times, maintain in sufficient supply to satisfy customer demand and to operate your Center, and use and sell, only the Approved Programs, Products and Services. You may not sell any program, product or service which is not a part of the System or which we delete from the System. You may not install or permit to be installed on the Center premises any fixtures, furnishings, equipment, décor items, signs, games, vending machines or other items without our written consent or that do not comply with our specifications.

You must permit us or our agents, at any reasonable time, to remove a reasonable number of samples of items from your inventory or from the Center free of charge for testing by us or by an independent laboratory to determine whether the samples meet our then-current standards and specifications. You must not deviate from these standards and specifications by the use or offer of non-conforming items, or differing amounts of any items, without obtaining our written consent first. We can, and expect to, modify our standards and specifications as we deem necessary. We will provide you notice in the Manual or other methods (such as by e-mail) of any changes in the standards and specifications, and you will be required to comply with any such changes.

Approved Suppliers

We may designate one or more specific manufacturers or suppliers for Approved Programs, Products and Services, which may be us or our affiliates (an "**Approved Supplier**"). Our Approved Programs, Products and Services and Approved Suppliers are set forth in the Manual.

We reserve the right to designate, for either all Centers or a subset of Centers situated within one or more geographic regions, a single source Approved Supplier or single source regional supplier (collectively, "**Single Source Approved Suppliers**") of certain Approved Programs, Products and Services. From time to time, we, an affiliate or a designated third party may be that Single Source Approved Supplier. If we do so, then immediately upon notification, you, we and all other Centers (or, as applicable, those in the designated geographic area) must purchase the specified products and services only from such Single Source Approved Supplier. However, if at the time of our notification you are already a party to a non-terminable supply contract with another vendor or supplier for the product in question, then your obligation to purchase from our Single Source Approved Supplier will not begin until the scheduled expiration (or earlier termination) of your pre-existing supply contract. In addition, we may enter into supply contracts with one or more vendors for programs, products, supplies, equipment, materials and services on behalf of either all Centers or a subset of Centers situated within one or more geographic regions (each, a "**systemwide supply contract**"). If we enter into such systemwide supply contracts, all company-owned and franchised Centers in such designated geographic area(s) will be required to participate. We are currently in the process of negotiating system-wide supply contracts with various delivery service suppliers.

If we establish the above types of supply arrangements, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services you must purchase or lease, and we may refuse to approve proposals from franchisees to add new products or suppliers if we believe that approval would not be in the best interests of the System or the franchised network of Centers. We make no representation that we will have exclusive supply arrangements or, if we do so, that you would not otherwise be able to purchase the same products and/or services at a lower price from another supplier. We may add to, modify, substitute or discontinue any such supply arrangements in the exercise of our business judgment.

As of the date of this Disclosure Document, neither we nor any of our affiliates is an Approved Supplier or the only Approved Supplier, but we may be in the future in which case we will receive revenues from purchases.

If we have not designated an Approved Supplier or Single Source Approved Supplier for particular Approved Programs, Products and Services, you may purchase such products and/or services from suppliers you propose and we approve in writing, provided the proposed suppliers meet the standards we establish from time to time and the products and/or services to be purchased are in strict accordance with our specifications. If you would like to propose for our consideration, an alternative product, supply, material, furnishing or equipment for use in the operation of your Center which has not yet been approved by us as conforming to our specifications and quality standards and/or from a supplier not yet approved in writing by us as a supplier to our franchisees, you must: (i) submit a written request to us for approval of the product and/or supplier and then furnish us with the information, data and samples that we reasonably request for examination and testing for our determination as to whether the product, supply, material, furnishing, equipment or the supplier meets our specifications and standards; (ii) the product and/or supplier must meet our specifications to our reasonable satisfaction; (iii) the supplier must agree to allow us or our agents to conduct initial and continuing inspections of its facilities (the reasonable costs of which you will be required to bear); and, (iv) the supplier must demonstrate to our reasonable satisfaction that it is in good standing in the business community for financial soundness and reliability of its product or service. We do not maintain written criteria for approving suppliers, and thus these criteria are not available to you or your proposed supplier. We may test, at your expense, the product or service of any supplier you propose, whether or not the supplier is then approved by us. We will give you notice of our approval or disapproval within 30 days, and such approval or disapproval will be in our sole discretion. If we test the product or service, you and/or any supplier must reimburse us for all costs and expenses we incur in connection with any testing, plus travel and lodging expenses. If we revoke approval of any supplier, we will give you written notice (in our Manual or otherwise).

Proprietary Products and Services

The Proprietary Products and Services that are or may be offered and sold in Centers are manufactured and/or developed in accordance with our proprietary methods, formulae and specifications. In order to maintain the high standards of quality, education, and uniformity associated with Proprietary Products and Services offered at all Centers in the System, you must purchase Proprietary Products and Services only from us, our affiliates or the suppliers and distributors that we designate in our sole discretion, and you may not offer or sell any Proprietary Products that have not been purchased from us, our affiliates, or our designated supplier at or from the Center. We will have the right to periodically introduce additional Proprietary Products and Services, or to withdraw Proprietary Products and Services. The right to purchase and use the Proprietary Products and Services lasts only for the duration of the Franchise Agreement. Neither we nor our affiliates are currently designated suppliers or the only suppliers of any Proprietary Products and Services, but we may be in the future.

Trademarked Products

We may specify certain items of clothing (such as T-shirts), uniforms, merchandise, promotional products and other novelty items bearing our Proprietary Marks ("**Trademarked Products**"), which must be offered for sale in your Center. We will provide specifications for the Trademarked Products, and you may purchase them either from suppliers designated by us or, if we do not designate a supplier, from suppliers selected by you who meet our specifications. Neither we nor our affiliates are currently designated suppliers or the only suppliers of the Trademarked Products, but we may be in the future.

Rebates and Other Material Consideration

We may receive payments, rebates, or other compensation, from suppliers on account of the suppliers' dealings with us, you, or other Centers in the System, which may be paid directly to us as revenue. In the fiscal year ending December 31, 2022, we had no revenues from required franchisee purchases. Additionally, none of our affiliates derived revenues from required franchisee purchases.

We reserve the right to negotiate purchase arrangements with suppliers and/or establish a purchasing or distribution cooperative for the benefit of franchisees and the System at large. We provide you with no material benefits (such as granting additional franchises) based on your purchase of particular products or services or use of designated or approved suppliers. We do not provide or withhold material benefits to you (such as the right to renew or to open additional Centers) based on whether or not you purchase products through the suppliers we designate or approve; however, purchases of unapproved products or from unapproved suppliers in violation of the Franchise Agreement will be subject to a violation fee, as well as other remedies available to us under the Franchise Agreement (including termination thereof) and applicable law. None of our officers currently own an interest in any approved supplier, but may in the future.

We estimate that your purchases from us or approved suppliers, or that must conform to our specifications, will represent approximately 40% to 60% of your total purchases in establishing the Center and 10% to 30% of your total purchases in operating the Center.

Computer Hardware and Software

You will be required to purchase and use the hardware, software and communication systems specified in our Manual or as otherwise specified by us. You will obtain and maintain operating software, accounting, internet, intranet and other business and industry software as specified by us and from suppliers designated by us. The type of, and/or designated supplier for, such software may change from time-to-time. Because information and technology systems are constantly being improved, you must purchase any upgrades, enhancements or replacements to your computer system, computer software and personal communication system as we advise, although not more than once a year.

We may acquire or develop proprietary software for use by franchisees and if we do, you will be required to sign our then-current form of software license agreement and pay our then-current software license fee. We may establish a hardware and software help desk to assist franchisees or may require franchisee to engage the hardware and software support services of third party vendors, which may include affiliates of ours. We have received no revenues from sales of software or software support services, but we may receive revenues from these sources in the future.

Insurance

You must secure and maintain insurance coverage with insurance carriers acceptable to us and must meet our current minimum insurance requirements as described in this paragraph or as otherwise provided in the Manual. We currently require our franchisees to have the following insurance coverages: (1) comprehensive general liability, in the amount of not less than $1,000,000 for injuries to one person and not less than $3,000,000 for injuries to more than one person, in any one accident or occurrence and for loss or damage to the property of any person or persons, for not less than $500,000; (2) all risks coverage

for full repair and replacement value of all of the equipment, fixtures and supplies used in your Center with an agreed amount endorsement equal to 100% of the property's value; (3) employer's liability, workers' compensation, and any other insurance that may be required by statute or rule of the state or locality in which the Center is located and operated; (4) business interruption insurance of at least 50% of your annual gross revenues excluding payroll, including naming us as an additional insured and loss payee for Royalty Fees that would have been paid by you based on the Center's Gross Revenues during the preceding 12 month period; (5) any insurance coverages required by the terms of the lease for the Center premises; (6) umbrella insurance in the amount of $5,000,000 per occurrence and $5,000,000 in the aggregate; (7) auto liability insurance in the amount of $1,000,000; and, (8) any other insurance coverages we may require in the future. All of the policies must name us, those of our affiliates that we specify, and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds and must include a waiver of subrogation in favor of all those parties.

We have the right to require that you obtain from your insurance company a report of claims made and reserves set against your insurance. We reserve the right to change our insurance requirements during the term of your Franchise Agreement, including the types of coverage and the amounts of coverage, and you must comply with those changes. If you fail to obtain the insurance coverages we require we may, but are not obligated to, obtain insurance coverage on your behalf. You must reimburse the costs we incur and pay us a 10% administrative fee if we choose to obtain insurance coverage for you.

Advertising Materials

All advertising materials, signs, decorations, paper goods (including all forms and stationery used in the Center) and other items we designate must bear the Proprietary Marks in the form, color, location and manner we prescribe. In addition, all advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements specified in the Manual or otherwise in writing. You must obtain our approval before you use any advertising materials and plans if we have not prepared or approved them during the 12 months before their proposed use. Any advertising materials you submit to us for our review will become our property.

Site Selection

You must obtain our approval of the site for the Center before you acquire the site. You must also obtain our approval of any contract of sale or lease for the Center before you sign the contract or lease. At our request, you and your landlord must sign a Collateral Assignment of Lease with us (Exhibit B to the Franchise Agreement), permitting your lease to be assigned to us upon expiration or termination of your Franchise Agreement.

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.

In the table below, FA means the Franchise Agreement.

Obligation	Article/Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/ lease	FA – Article 2	Items 8 and 11

Obligation	Article/Section in Agreement	Disclosure Document Item
b. Pre-opening purchases/leases	FA – Articles 7, 8 and 12	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	FA – Article 2	Items 1, 8 and 11
d. Initial and ongoing training	FA – Sections 5.3 – 5.7	Items 5, 6 and 11
e. Opening	FA – Sections 2.7, 5.4 and 8.9	Items 5, 6 and 11
f. Fees	FA – Articles 3, 4, 5, 7, 8, 11, 14 and 18	Items 5 and 6
g. Compliance with standards and policies/operating manual	FA – Articles 2, 3, 6, 7, 8, 9, 10, 11 and 12	Items 11 and 14
h. Trademarks and proprietary information	FA – Articles 9 and 10 and Exhibit D	Items 11, 13 and 14
i. Restrictions on products/services offered	FA – Section 7.7	Items 8 and 16
j. Warranty and customer service requirements	FA – Article 7	Item 8
k. Territorial development and sales quotas	N/A	Item 12
l. Ongoing product/service purchases	FA – Article 7	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	FA – Articles 2, 7, 14 and 17	Items 8 and 11
n. Insurance	FA – Article 12	Items 7 and 8
o. Advertising	FA – Article 8	Items 6, 8 and 11
p. Indemnification	FA – Article 15	Item 6
q. Owner's participation/ management/staffing	FA – Articles 6, 14, 16 and 17	Items 1, 11 and 15
r. Records and reports	FA – Articles 4, 5, 7, 8, 11, 17 and 20	Item 6
s. Inspections and audits	FA – Articles 2, 7 and 11	Items 6, 8 and 11
t. Transfer	FA – Article 14	Items 6 and 17
u. Renewal	FA – Article 3	Items 6 and 17

Obligation	Article/Section in Agreement	Disclosure Document Item
v. Post-termination obligations	FA – Article 18	Items 6 and 17
w. Non-competition covenants	FA – Article 10 and Exhibit D	Item 17
x. Dispute resolution	FA – Sections 14.5.4 and 19.2 and Article 24	Items 6 and 17
y. Liquidated damages	FA –Section 18.3	Item 6

ITEM 10
FINANCING

We do not offer, either directly or indirectly, any financing arrangements to you. We do not guarantee your notes, leases or other obligations.

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

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

Pre-Opening Obligations

Franchise Agreement: Before the opening of a Center, we will provide the following assistance and services:

1. Our written site selection guidelines and the site selection assistance we deem advisable. (Franchise Agreement, Section 2.2.) The criteria we use when evaluating a site you propose includes: general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings, ease of access to the location, level of foot traffic, visibility to the site, co-tenants within the building, lease terms, level of competition in the area, and demographic characteristics such as income levels, household size, population density and ethnic mix. Once we have approved the location for your Center, we will determine the boundaries of your Designated Territory, if applicable.

2. On loan, one set of prototypical architectural and design plans and specifications for a Center for adaptation by you, at your expense. (Franchise Agreement, Section 2.4.)

3. On loan, our Manual, which we may revise during the term of your Franchise Agreement. (Franchise Agreement, Section 5.2)

4. A list of our Approved Suppliers of, and a list of specifications for certain fixtures, equipment, signs, supplies, goods and inventory you must purchase (however we do not deliver or install such items or provide any other assistance regarding the procurement of such items). The list of Approved Suppliers is subject to change during the term of your Franchise Agreement. (Franchise Agreement, Section 7.7.4.)

5. Our Initial Training Program. (Franchise Agreement, Section 5.3)

6. Our On-Site Opening Support for your first Center. (Franchise Agreement, Section 5.4)

7. Review of and assistance with your Grand Opening Advertising Campaign to promote the opening of your Center. (Franchise Agreement, Section 8.9.)

8. If we determine to do so, exercise rights concerning franchisee pricing of products and services to the fullest extent permitted by then-applicable law. These rights may include, for example prescribing the maximum and/or minimum retail prices which you may charge customers; recommending the prices you charge customers; advertising specific retail prices for some or all products or services sold by your Center, which prices you will be compelled to observe; engaging in marketing, promotional and related campaigns which you must participate in and which may directly or indirectly impact your retail prices; and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which your Center may charge the public. We may do so only in certain geographic areas (cities, states, regions) and not others, or with regard to certain groups of franchisees and not others. Any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your Center. (Franchise Agreement, Section 5.9.)

Continuing Obligations

Franchise Agreement: During the operation of a Center, we will provide the following assistance and services:

1. As we reasonably determine necessary, visits to and evaluations of the Center and the products and services provided to make sure that our high standards of quality, appearance and service of the System are maintained. (Franchise Agreement, Sections 5.5, 5.7 and 7.20.)

2. Review of your annual advertising plan, which must be submitted to us by not later than December 1st of each year for the next year. (Franchise Agreement, Section 8.3.)

3. Advice and written materials (including updates to the Manual) concerning techniques of managing and operating the Center, including new developments and improvements. (Franchise Agreement, Section 5.2.)

4. Training programs and seminars and other related activities regarding the operation of the Center as we may conduct for you or Center personnel generally, which may be mandatory for your Operating Principal, your Center Manager, and other Center personnel. (Franchise Agreement, Sections 5.5 and 5.6.)

5. At your request or if we determine it is necessary, on-site training at your Center. You must pay our fee for each trainer, as well as reimburse each trainer's expenses. (Franchise Agreement, Sections 5.5 and 5.7.)

6. Administer the Brand Fund, if established. (Franchise Agreement, Section 8.4.)

7. Continue, if we determine to do so, to engage in the pricing activities described above in this Item 11. (Franchise Agreement, Section 5.9.)

Grand Opening Advertising: You must spend at least $10,000 on a Grand Opening Advertising Campaign to promote the opening of your Center. You and we will work together to create a plan for your Grand Opening Advertising Campaign, which plan will set forth your advertising and promotional obligations during the period 90 days prior to and 60 days after the opening of your Center. We must

receive and approve your grand opening advertising plan, and you must present us with such documentation as we require (such as, by way of example, receipts, invoices, etc.) evidencing your full satisfaction of, and/or commitment to fully satisfy your grand opening advertising requirements no less than 60 days before you reserve your initial training. Once a Grand Opening Advertising Campaign has been finalized and approved, you agree to execute the Grand Opening Advertising Campaign and to fulfill all of your obligations thereunder.

Brand Fund: We reserve the right to establish a Wise Wonder Enrichment Brand Fund that we will administer and control (the "**Brand Fund**"). However, we have not yet established a Brand Fund and we will not require that you pay any Brand Fund Contribution unless and until at least 10 Wise Wonder Enrichment franchises have commenced operations. Upon notice that the Brand Fund has been established and at least 10 Wise Wonder Enrichment franchises have commenced operations, you must contribute 1% of your Center's Gross Revenues to the Brand Fund. We reserve the right to increase the Brand Fund Contribution Fee to up to 3%. If and when the Brand Fund is established, it will be administered as described below.

Centers that we and our affiliates own may (but need not) contribute to the Brand Fund on the same basis as franchisees. In addition, we may (but are not required to) contribute money that we receive from certain approved suppliers to the Brand Fund, but this does not reduce the Brand Fund Contribution that you must pay.

We direct all advertising programs and have sole discretion to approve the creative concepts, materials and media used in the programs and their placement and allocation. The Brand Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks and improve the collective success of all Centers operating under the System. The Brand Fund may be used to satisfy the costs of maintaining, administering, directing and preparing international, national, regional or local advertising. This includes: digital, television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; internet marketing; public relations activities; brand and consumer development research; employing advertising agencies; social media initiatives; point-of-purchase materials; consumer research, interviews and related activities; the creation, maintenance and periodic modification of Wise Wonder Enrichment website; reviewing any advertising material you propose to use (as provided below); search engine optimization; establishing a third party facility for customizing local advertising materials; accounting for Brand Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; costs associated with an online reservation system and digital gift cards; advertising at sports events; mailers, door hangers, freestanding inserts/coupons, brochures and sponsorships; mystery shoppers (both for the System and for competitive networks or units); celebrity endorsements; programs related to in-Center music streaming; conducting cryptocurrency, non-fungible token (NFTs) and other blockchain promotions; developing and maintaining a presence on any virtual platform (including, without limitation, the metaverse); other activities that we believe are appropriate to enhance, promote and/or protect the System; engaging advertising agencies to assist in any or all of the above activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other public relations and advertising agency fees; the costs of our personnel and other departmental costs for advertising that we administer or prepare internally; presenting refresher training programs; and/or to offset the cost of an annual meeting of our franchisees. The Brand Fund will not be used for any activity whose sole purpose is the sale of franchises. However, the design and maintenance of our website (for which Brand Fund monies may be used) may include information and solicitations for prospective franchisees and public relations and community involvement activities which may result in greater awareness of Wise Wonder brand and the franchise opportunity.

In administering the Brand Fund, we and our designees are not required to make expenditures for you that are equivalent or proportionate to your contribution or to make sure that any particular franchisee

or Center benefits directly or *pro rata* from the placement of advertising. We are not obligated to spend any amount on advertising in your area or territory. The Brand Fund is not a trust and we are not a fiduciary.

All sums you pay to the Brand Fund will be maintained in a separate account from our general funds. We may reimburse ourselves out of the Brand Fund for our reasonable administrative costs and expenses that we may incur in the administration or direction of the Brand Fund and advertising programs for you and the System. The Brand Fund and its earnings will not otherwise benefit us. The Brand Fund is operated solely as a conduit for collecting and expending the Brand Fund Contributions as outlined above.

We intend to spend most contributions to the Brand Fund for advertising purposes during the fiscal year in which the contributions are made. If we spend more than the amount in the Brand Fund in any fiscal year (in addition to any money we have to spend because we did not spend all the money in the Brand Fund during the year before), then we can reimburse ourselves from the Brand Fund during the next fiscal year for all excess expenditures during the preceding fiscal year, with interest. If we spend less than the total in the Brand Fund during any fiscal year, we can either spend the unused money during the next fiscal year or we can rebate all or a portion of the unused money to franchisees on a proportionate basis for them to spend on local advertising and promotion. We will prepare an annual statement of the operations of the Brand Fund that will be made available to you if you request it. We are not required to have the Brand Fund statements audited.

We can use whatever media, create whatever programs and allocate marketing funds to whatever regions or localities we consider appropriate. The allocation may include rebates to individual franchisees of some or all of their Brand Fund contributions for local advertising expenditures if, in our judgment, our international, national or regional advertising program or campaign cannot effectively advertise or promote in certain regions or communities. If we determine that the total Brand Fund contributions collected from all Wise Wonder Enrichment franchisees and company-owned units is insufficient to sustain a meaningful regional or international, national advertising campaign, we may rebate all or a portion of the Brand Fund contributions to franchisees and our (or our affiliates') company-owned units on a proportionate basis. You must spend any rebate on the types of local advertising and media that we determine (or, if we direct, in accordance with the local advertising and promotion requirements of the Franchise Agreement) according to a plan and budget we review and approve in advance. You must document all rebate advertising expenditures to us in a monthly rebate advertising expenditure report form.

Although the Brand Fund is intended to be perpetual, we may terminate the Brand Fund at any time. The Brand Fund will not be terminated until all monies in the Brand Fund have been spent for advertising purposes or returned to contributors on a *pro rata* basis. If we terminate the Brand Fund, we have the right to reinstate it at any time and you must again contribute to the Brand Fund. Any reinstated Brand Fund will be maintained as described above.

As of the Issuance Date of this Disclosure Document, we have not yet established a Brand Fund, therefore we did not collect or expend any Brand Fund Contributions.

Local Advertising: You must spend at least $4,000 each quarter for local advertising and promotion of your Center within your Designated Territory. We must approve all advertising before you use it. You must provide us with an annual advertising plan by December 1st of every year for the following year and we must approve this plan. You must also send us a quarterly update to your advertising plan before the end of every quarter, including an expenditure report to show that you have complied with the local advertising requirements.

Any advertising that you propose to use that has either not been prepared by us or has not been approved by us in the immediately preceding 12 month period must be submitted to us for our approval

before you may use it. We will have 15 days after receipt of all materials to approve or disapprove of the proposed advertising materials. Unless we provide our specific approval of the proposed advertising materials, the materials are deemed not approved. Any materials you submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials.

Advertising Cooperative: There are currently no formal advertising cooperatives; however, from time to time, franchisees have informally (and independent from our involvement) jointly contributed to the purchase of public relations support for their trade area. We may, from time to time, establish, change, merge or dissolve an advertising cooperative (each, an "**Advertising Cooperative**") for a geographic area in which 2 or more Centers are located, or we may approve of the formation of an Advertising Cooperative by our franchisees. The members of the Cooperative for any area will consist of all Centers, whether operated by us, our affiliates or our franchisees. If we form an Advertising Cooperative for your area, we will notify you in writing of the starting date, the amount of your Advertising Cooperative contributions and the rules, regulations and bylaws that will govern your Advertising Cooperative. If an Advertising Cooperative has been established for a geographic area where your Center is located when the Franchise Agreement is signed, or if any Advertising Cooperative is established during the term of the Franchise Agreement, you must become a member of the Advertising Cooperative. We will determine the area of each Advertising Cooperative based on an area that we consider likely to be able advertise effectively on an Advertising Cooperative basis. If the Advertising Cooperative will operate according to written documents, we must approve of these documents and a copy of the Advertising Cooperative documents applicable to the geographic area in which your Center will be located will be provided to you if you request it. All contributions to the Advertising Cooperative will be maintained and administered in accordance with the documents governing the Advertising Cooperative, if any. The Advertising Cooperative will be operated solely as a conduit for the collection and expenditure of the Advertising Cooperative fees for the purposes outlined above. No advertising plans or materials may be used by the Advertising Cooperative or furnished to its members without first obtaining our approval. The Advertising Cooperative is not required to prepare an annual financial statement.

Other Advertising Information: There is no obligation for us to maintain any advertising program or to spend any amount on advertising in the area where your Center is located. We currently advertise using print, radio and television, with local, regional, national and international coverage. We may employ both an in-house advertising department and national or regional advertising agencies. You may develop advertising materials for your own use, at your own cost. As stated above, we must approve these advertising materials in advance and in writing, but if we do not respond within 15 days after receiving your proposed advertising material, the material is disapproved.

Website / Intranet / Social Media: We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System. We may establish one or more websites accessible through one or more uniform resource locators ("**URLs**") and, if we do, we may design and provide for the benefit of your Center a "click through" subpage at our website for the promotion of your Center. If we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Center, you must routinely provide us with updated copy, photographs and news stories about your Center suitable for posting on your "click through" subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage. We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage.

Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at Centers – also be devoted in part to offering Wise Wonder Enrichment franchises for sale and be used by us to exploit the electronic

commerce rights which we alone reserve. In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail, System discussion forums and System-wide communications (among other activities) can be done.

You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Center; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates "Wise Wonder Enrichment" or "Book Nook Enrichment" or any name confusingly similar to the Proprietary Marks. You are not permitted to promote your Center or use any of the Proprietary Marks in any manner on any social media (as defined below), without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Center's operation, including prohibitions on your and the Center's employees posting or blogging comments about the Center or the System, other than on a website established or authorized by us ("**social media**" includes personal blogs, common social networks like Facebook, Instagram, FourSquare, MySpace, TikTok Snapchat, Reddit, YouTube, Vimeo, Tumblr, Pinterest, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

Advisory Council: We may, in our discretion, form an advisory council made up of franchisees and franchisor representatives which we appoint. Franchisees will be chosen to participate in the council based on, in part, performance and length of time in the System. The advisory council will act in an advisory capacity only and will not have decision making authority. Once an advisory council has been formed we reserve the right to change or dissolve it at any time.

Training:

Initial Training Program

We will conduct a 5-day Initial Training Program at one of our Centers in New York, New York, at your Center and/or at another location we designate. We typically schedule training four (4) to six (6) times a year, approximately every eight (8) to twelve (12) weeks; however, this timing may vary depending on the number of new franchisees entering the System, replacement managers and other personnel needing training, the number of new Centers being opened and the timing of the scheduled openings of Centers.

No later than 45 days before the date your first Center opens to the public, at least one Operating Principal and one Center Manager must attend (all at the same time) and successfully complete (to our satisfaction, in our sole discretion) the Initial Training Program. If we reasonably conclude in our business judgment that any of the trainees has failed to attend and/or successfully complete the Initial Training Program to our satisfaction, then that person (or, if more than one person failed then those persons) may re-enroll in the next scheduled Initial Training Program at no additional charge (and if there is more than one person who failed, all such persons must attend the next scheduled Initial Training Program at the same time). If any of the trainees fail to attend or successfully complete the Initial Training Program after being afforded the right to re-enroll, such failure will be a material and incurable breach of the Franchise Agreement which will entitle us to terminate your Franchise Agreement immediately upon notice, with no opportunity to cure (and if we do, you will not be entitled to any refund).

The cost for training two (2) people is included in the Initial Franchise Fee. You must pay our then-current fee (currently, $500 per person per day) for the Initial Training Program we provide to a

replacement or successor employee, or for any additional trainee you request attend the Initial Training Program. You must also pay for all expenses your trainees incur while attending any training program, including costs of travel, lodging, meals and wages.

Our Chief Executive Officers, Rina Collins, will oversee the Initial Training Program. Mrs. Collins has at least 24 years of experience relevant to the subject being taught, and at least 11 year of experience with us and/or our affiliate. We reserve the right to make changes in our training staff as we deem necessary and advisable without prior notice. The instructional materials used in the initial training consist of our Manual, reinforced with hands-on training including observation and visual instruction and any other materials that we believe will be beneficial to our franchisees in the training process. Virtual and/or online training may be offered for completion prior to attending the in-person portion of this program. In addition, we may determine from time to time, in our sole judgement, to suspend in-person gatherings such as the Initial Training Program and instead conduct them virtually.

TRAINING PROGRAM

Subject	Hours Of Classroom Training	Hours Of On-The-Job Training	Location
Introduction: Welcome, Our Brand Culture, History, Mission and Vision	2	0	New York, NY
Personnel: Recruiting, Scheduling, Team Management and Development of Teaching Staff	2	2	New York, NY
Marketing: Networking, Community Outreach, Advertising, Establishing Awareness, and Enrollment Programs	2	2	New York, NY
Operations: Scheduling, Enrollment, Literacy Programs, Conducting Lessons, Daily Procedures, Customer Relationship Management, Safety and Security	5	20	New York, NY
Financial Management: Fiscal Responsibility, Goal Setting, KPIs and Reporting, Royalties and Franchise Obligations	2	0	New York, NY
Review: Assessment, Next Steps in Planning Grand Opening	2	1	New York, NY
TOTAL HOURS	**15**	**25**	
TOTAL	**40**		

The entire Initial Training Program is subject to change 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 a specific franchisee and its personnel may vary based on the individual needs and/or experience of those persons being trained.

We maintain training requirements which will change and evolve, but will be applied systemwide and which will include being certified to perform and train others on every station in the Center. You must attend and successfully complete periodic or annual corporate training programs which are required of all franchisees and specifically of franchisees in operational default.

On-Site Opening Support

If you are opening your first Center, we will provide you with at least one of our representatives, for approximately 3 days, following your completion of all pre-opening obligations and our determination of your authorization to open, to furnish on-site opening support ("**On-Site Opening Support**"). There is no additional fee associated with the On-Site Opening Support for your first Center; it is included in the Initial Franchise Fee. However, if (a) you request an additional or extended period of On-Site Opening Support or (b) you are opening your second or later Center, we may (as determined in our sole discretion), but need not, furnish such On-Site Opening Support. If we do, you will be required to pay us our then-current training fee (currently, $500 per person per day) and reimburse us for all of the costs and expenses we incur in connection with such additional or extended On-Site Opening Support, including our trainees' salaries, travel costs, meals, lodging and other living expenses.

Ongoing Training

We reserve the right to develop and conduct additional or refresher training programs, seminars, annual meetings or conferences and other related activities regarding the operation of the Center, which we may require that you and certain other Center personnel attend and successfully complete. We will determine the duration, curriculum and location of these future additional training programs. We will choose the location for the refresher training, which may be our headquarters, a conference center or a resort or hotel close to our headquarters. We reserve the right to furnish such programs by means of a company intranet or other electronic means of communication (such as web based tutorials, video streaming, or through other now or hereafter developed media). We reserve the right to charge our then-current training fees for such programs (currently, $500 per person per day). You also agree to pay all of the expenses incurred by your trainees or attendees in connection with any additional training programs we develop, including their salaries, travel costs, meals, lodging and other living expenses.

Field Support Services

After you open your Center, we may from time to time offer you field support services, supervision and/or assistance that we consider advisable through on-site visits, telephonic, electronic or other communication modes. You may also at any time communicate with our headquarters for consultation and guidance with respect to the operation and management of your Center. The timing of our field support and headquarter consultation services will be subject to the availability of our personnel.

Confidential Operations Manual: The Table of Contents for our Manual is attached to this Disclosure Document as Exhibit F. Our Confidential Operations Manual consists of approximately 135 total pages.

Site Selection and Opening: You must assume all costs, liabilities, expenses and responsibility for locating, obtaining and developing a site for the Center and for constructing and equipping the Center at the accepted site. We generally do not own the premises and lease it to you. You will select the site for the Center subject to our approval and using our site submittal forms and/or criteria. The Center may not be relocated without first obtaining our written consent and payment of our relocation fee. The Center site you select must satisfy our site selection guidelines. If you request that we conduct an on-site evaluation, then before we conduct the on-site evaluation, you must submit to us in the form we specify a description of the site, including evidence that the site satisfies our site selection guidelines, together with other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site.

You must submit information and materials for the proposed site to us for approval no later than 6 month after you have signed the Franchise Agreement. We will have 30 days after we receive this information and materials from you to approve or disapprove the proposed site as the location for the Center.

If we do not provide our specific approval of a proposed site, the site is deemed not approved. Our approval of your Center site only means that the site has met our minimum requirements for a Wise Wonder Enrichment Center and does not mean or imply anything else. If you are unable to locate a site or if we cannot agree on a site for your Center within 8 after you sign the Franchise Agreement, we have the right to terminate your Franchise Agreement and keep the entire Initial Franchise Fee.

We estimate that the time from when the Franchise Agreement is signed to the opening of the Center will be approximately 9 months. This time may be shorter or longer depending on the time necessary to obtain an accepted site, to obtain financing, to obtain the permits and licenses for the construction and operation of the Center, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Center, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Center, including purchasing inventory and supplies. You must open the Center and begin business within 12 months after: (i) the effective date of the Franchise Agreement, or (ii) the date that we approved the site for the Center, whichever occurs first.

Computer, Software and Point of Sale System: Before commencing the operation of your Center, you must purchase the required computer hardware, software, internet connections and service, point of sale system, printers, classroom management software, dedicated telephone and power lines and other computer-related accessories, peripherals and equipment (collectively, the "**Computer System**"). You shall record all sales on computer-based point of sale systems approved by us or on such other types of systems as may be designated by us in the Manual or otherwise in writing ("**Point of Sale Systems**"), which shall be deemed part of your Computer System. The Point of Sale System is used to collect and monitor point of sale information and to create business reports, and may be used to collect and monitor payroll and accounting information, your Center's Gross Revenues, processing gift cards and loyalty cards, and credit card sales. We will have independent access to Computer System and we may retrieve from Computer System all information that we consider necessary, desirable or appropriate.

You must obtain and maintain high-speed communications access, such as broadband, DSL or other high-speed capacity that we require for your Computer System. You must provide all assistance we require to bring your Computer System online with our computers at the earliest possible time and to maintain these connections as we require. You must input and maintain in your Computer System all data and information which we prescribe in our Manual and otherwise. We may retrieve from your Computer System all information that we consider necessary, desirable or appropriate. We will bear the costs of this information retrieval. You must accurately, consistently and completely record, structure, capture and provide through the Computer System all information concerning the operation of the Center that we require, in the form and at the intervals that we require. You also must maintain at all times a functioning e-mail address for your Center.

The following is a general description of our Computer System that you must purchase and maintain for each Center: 2 computers, 2 multi-function printers, 1 accounting software, 1 classroom management software, 1 music subscription, 1 Raz.com subscription, and 1 email flodesk.com subscription. We expect that the Computer System will cost approximately between $4,187 and $4,865 and may require additional annual software licensing fees of approximately $2,400 to $2,700.

Our specific requirements for the hardware and software components of the Computer System (which we may, in our sole discretion, update from time to time) will be included in our Manual. We do not anticipate that you will purchase a maintenance contract for your point of sale system.

We shall have the right, but not the obligation, to develop or have developed for us, or to designate specified class room management software and other computer and accounting systems that you will be

required to install, use and maintain in connection with the Computer System ("**Required Software**"), including all updates, supplements, modifications, or enhancements to the Required Software.

You must, at your expense, keep your Computer System in good maintenance and repair. You shall make, from time to time, such upgrades and other changes to the Computer System and Required Software as we may require in writing (collectively, "**Computer Upgrades**"). By way of example, but without limitation, we may change our designated Point of Sale System vendor at any time and in our sole discretion, and if and when we do, you will be required (at your sole cost and expense) to utilize such new vendor. We may also mandate that you add memory, ports, accessories, peripheral equipment and additional, new or substitute software. Following our testing and determination that it will prove economically or systemically beneficial to you and to us, you agree to install at your own expense the additions, modifications, substitutions and/or replacements to your Computer System hardware, software, telephone and power lines and other Computer System facilities as we direct, on the dates and within the times we specify in our Manual or otherwise. You shall comply with all specifications issued by us with respect to the Computer System and the Required Software, and with respect to Computer Upgrades. You shall also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form, and at the times requested by us. The Franchise Agreement does not limit our ability to require you to update and/or upgrade your Computer System and Required Software or the cost of any update and/or upgrade. Neither we nor any of our affiliates will provide you with any maintenance, updates and/or upgrades for your Computer System and Required Software.

ITEM 12
TERRITORY

Franchise Agreement: Under the Franchise Agreement we grant you the right to operate a Center at a specific location that we have approved. You will select the site for the Center subject to our approval and using our site submittal forms and/or criteria.

The Franchise Agreement does not grant you any territorial rights beyond whatever geographic radius is listed in the Franchise Agreement. The designated geographical territory ("**Designated Territory**") will depend on whether your Center will be located in an urban or a suburban setting. If we determine that your Center is located in an urban setting, you will be granted a geographic area comprising a population of approximately 200,000 people, or if we determine that your Center is located in a suburban setting, you will be granted a geographic area comprising a radius of 5 miles surrounding your Center. The actual boundaries of your Designated Territory will not be determined until the location for your Center has been determined. You may not solicit customers or offer or sell services to customers outside of your Designated Territory, and you may not provide any virtual services at any location, without our prior written consent, which we may withhold, delay or condition for any or no reason. If the Center is located at a Non-Traditional Site (as that term is defined below), then it will not have any Designated Territory. We reserve the right to adjust the boundaries of the Designated Territory at any time or if we feel it conflicts with another franchisee's designated territory or trade area.

While the Franchise Agreement is in effect, we will not establish or operate, nor license any other person to establish or operate, a Center in the Designated Territory, except as may be permitted under the Franchise Agreement and those exceptions are described below. These restrictions do not apply to Wise Wonder Enrichment Centers in operation, under lease or construction or other commitment to open in the Designated Territory as of the effective date of the Franchise Agreement.

Both within and outside of the Designated Territory, and during or following the Initial Term, we alone may engage in the following activities: (1) operating and/or franchising others to operate reading and other educational centers identified in whole or in part by the Proprietary Marks and/or utilizing the System

that are located in transportation facilities, including airports, train stations, subways and rail and bus stations; military bases and government offices and facilities; sports facilities, including stadiums and arenas; theaters; reports; amusement parks, zoos and convention centers; car and truck rest stops and travel centers; recreational theme parks; hospitals and health care facilities; business or industrial venues; guest lodging facilities; day care facilities of any type; condominium and cooperative complexes; the premises of any third party retailer (including shops, stores and department stores); enclosed shopping malls; schools and universities; Indian reservations; casinos; or any similar captive market or any other location to which access to the general public is restricted (a "**Non-Traditional Site**"); (2) selling System programs, products and services to national, regional and institutional accounts; (3) offering and selling products or services and/or their components (including those used or sold by your Center), whether or not a part of the System, through any alternative method or channel of distribution, including without limitation, through the internet/worldwide web/virtual platforms (including without limitation the metaverse); any other form of electronic commerce; engage in cryptocurrency, non-fungible token (NFTs) and other blockchain promotions; "800" or similar toll-free telephone numbers; mail order; catalogs; television sales (including "infomercials"); or, any other channel of distribution except for a Center in your Designated Territory ("**Alternative Distribution Methods**"); (4) selling and distributing products identified by the Proprietary Marks to educational centers other than Centers identified by the Proprietary Marks or awarding national, regional or local licenses to third parties to sell products under the Proprietary Marks in facilities primarily identified by the third party's trademark, provided those facilities are not licensed to use the Proprietary Marks in connection with their retail sales; and, (5) developing and/or owning other franchise systems for the same or similar products and services using trade names and trademarks other than the Proprietary Marks. In addition, we may purchase, merge, acquire, be acquired by or affiliate with existing competitive or non-competitive franchise or non-franchise and operating those businesses under any name or mark (including the Proprietary Marks) regardless of the location of that other business' facilities which may be in or immediately proximate to the Designated Territory. We are not required to pay you any consideration if we exercise any right specified above in the Designated Territory.

If any Non-Traditional Site (as described above) is located within the physical boundaries of your Designated Territory, then the premises of this Non-Traditional Site will not be included in your Designated Territory and you will have no rights to this Non-Traditional Site.

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.

We and our affiliates are not prohibited from: (1) operating and franchising others to operate, during the term of the Franchise Agreement, Centers at any location outside of the Designated Territory; (2) operating and franchising others to operate, after the Franchise Agreement terminates or expires, Centers at any location, including locations inside the Designated Territory; and (3) operating and franchising others to operate at any location, during or after the term of the Franchise Agreement, any type of business whatsoever other than a Wise Wonder Enrichment Center.

Except as expressly limited above, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area and at any location, regardless of the proximity to your Center or the economic effect on your Center or your activities under the Franchise Agreement.

If, during the term of the Franchise Agreement, you wish to relocate your Center, or if the Center is damaged or destroyed and cannot be repaired within 60 days, you must submit to us in writing the materials we require to consider your relocation request, including information concerning the proposed new location for the Center and payment of our then-current relocation fee which will be used to off-set the costs relating to the evaluation of the new location. You must also meet certain other requirements, such as being in compliance with the Franchise Agreement, the location meeting our then-current requirements

for a Wise Wonder Enrichment Center, and the new location being situated within your Designated Territory. We will use our then-current criteria in reviewing a proposed new location for your Center.

There are no minimum sales amounts, market penetration or other contingency that you must meet to retain your rights to the Designated Territory, but you must comply with your Franchise Agreement, the System and all of our requirements.

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos and other indicia of origin which we designate, including the Proprietary Marks described in Item 1 and below. These Marks may be used only in the manner we authorize and only for the operation of your Franchised Business.

IP Owner has submitted applications for registration for the following principal Marks (the "**Pending Marks**") on the Principal Register with the U.S. Patent and Trademark Office ("**USPTO**"):

Mark	Application Date	Application Number
WISE WONDER ENRICHMENT	12/16/2022	97720633
HOOTS READING	12/16/2022	97720817

In addition, IP Owner has registered the following principal Marks on the Principal Register with the USPTO:

Mark	Registration Date	Registration Number
Inspiring little minds through the wonder of words	1/16/2018	5378348
Lil' Hoots I & II	12/11/2018	5625011
Pre Hoots	12/18/2018	5630262

Mark	Registration Date	Registration Number
Kinder Hoots	12/18/2018	5630261
Early Hoots	12/18/2018	5630263
Baby Hoots	12/25/2018	5635444
	11/24/2015	4858627
LITTLE PREP	2/9/2021	6263967
BIG HOOTS	12/7/2021	6584134

We do not have a federal registration for our principal trademark, "Wise Wonder Enrichment", or our trademark "Hoots Reading". Therefore, those trademarks do not have many legal benefits and rights as federally registered trademarks. If our right to use those trademarks is challenged, you may have to change to alternative trademarks, which may increase your expenses.

There are no agreements currently in effect which limit our right to use or to license others to use the Proprietary Marks, except for the Cross-License Agreement between us and our affiliate, IP Owner, dated May 23, 2023. The initial term of the Cross-License Agreement is 99 years. So long as we are not in

default, we will have the right to enter into renewal Cross-License Agreements for additional consecutive terms of 99 years each.

Except for our Pending Marks, there are presently no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Proprietary Marks that may significantly affect the ownership or use of any Proprietary Mark listed above which may be relevant to their use in this state or in any other state. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in the state where the Center will be located. There is no pending material federal or state court litigation regarding our use or ownership rights in the Proprietary Mark. All required affidavits and other documents pertaining to the Proprietary Marks will be filed when necessary to maintain the Proprietary Marks and all renewals will be filed when necessary to renew the registrations of the Proprietary Marks.

You must immediately notify us if you become aware of any infringement of the Proprietary Marks or of any challenge that a third party makes to your use of any of the Proprietary Marks or claim by any person of any rights in any of the Proprietary Marks. If you learn that any third party whom you believe is not authorized to use the Proprietary Marks is using the Proprietary Marks or any variant of the Proprietary Marks, you must promptly notify us. We or our affiliates will determine whether or not we wish to take any action against the third party. You will have no right to make any demand or to prosecute any claim against the alleged infringer for the infringement.

We or our affiliates must indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the Proprietary Marks, provided that the conduct of you and your principals in connection with any litigation is consistent with our interests to uphold the Proprietary Marks, and further provided that your use of the Proprietary Marks has been strictly consistent with the terms of the Franchise Agreement. We can take action and have the right to exclusively control any litigation or USPTO or other administrative or agency proceeding caused by any infringement, challenge or claim or otherwise relating to any of the Proprietary Marks. We or our affiliates have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. You must cooperate with us and sign any and all appropriate documents, and do what may, in our counsel's opinion, be necessary or advisable to protect our and our affiliates' interests in any litigation or USPTO or other administrative or agency proceeding or to otherwise protect and maintain our and our affiliates' interests in the Proprietary Marks. You may not settle or compromise any of these claims without our previous written consent. We or our affiliates will have the right to defend and settle any claim at our sole expense, using our own counsel. You must cooperate with us or our affiliates in the defense. Under the Franchise Agreement, you irrevocably grant us authority to defend or settle these claims. You may participate at your own expense, but our or our affiliates' decisions with regard to the defense or settlement will be final. We will have no obligation to defend or indemnify you if the claim against you relates to your use of the Proprietary Marks in violation of the Franchise Agreement. For example, we will not indemnify you if the alleged infringement pertains to a mark that you have chosen to use as the name of your business. We will not hire and pay for separate counsel for you unless that is necessary under attorney conflict rules. Except as provided above, we are not obligated by the Franchise Agreement to protect any rights granted to you to use the Proprietary Marks or to protect you against claims of infringement or unfair competition with respect to them. Although we are not contractually obligated to protect the Proprietary Marks or your right to use them, as a matter of corporate policy we intend to defend the Proprietary Marks vigorously.

When the foregoing Proprietary Marks are used, they should be followed by the symbol ® as shown on each mark above to indicate they are registered. You may not use the Proprietary Marks as a part of your own corporate or other legal or trade name, nor in any domain name you might adopt to promote your business, nor can you create Facebook pages or other social media accounts using the Proprietary Marks.

You must sign any documents that we may require to if necessary to register and/or protect the Proprietary Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our ownership of or our rights in and to the Proprietary Marks.

If it becomes advisable at any time in our sole discretion, we may require you, at your expense, to discontinue or modify your use of any of the Proprietary Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin if we determine that an addition or substitution will benefit the System. You must comply with our directions within a reasonable period of time after receiving notice. We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Proprietary Marks or for any expenditure you make to promote a modified or substituted trademark or service mark.

The license to use the Proprietary Marks granted in the Franchise Agreement is non-exclusive to you. We have and retain certain rights in the Proprietary Marks including the following: (1) to grant other licenses for the use of the Proprietary Marks in addition to those licenses already granted or to be granted to franchisees; (2) to develop and establish other systems using the Proprietary Marks or other names or marks, and to grant licenses or franchises in those systems without providing any rights to you; and (3) to engage, directly or indirectly, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services and (b) the use of the Proprietary Marks and any and all other trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics we may develop for that purpose.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents: We hold no patents and we have no pending patent applications that are material to the franchise.

Copyrights: We have not filed any copyright applications with the United States Copyright Office that have not yet been registered. We claim copyrights on certain software, forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in the Manual. There are no agreements currently in effect which significantly limit your right to use any of our copyrights and there are no currently effective determinations of the United States Patent and Trademark Office, Copyright Office (Library of Congress) or any court pertaining to or affecting any of our copyrights discussed above. As of the date of this disclosure document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them in this state or in the state in which the Center will be located. Your and our obligations to protect your rights to use our copyrights are the same as the obligations for Proprietary Marks described in Item 13 of this disclosure document.

Confidential Operations Manual: You must operate the Center in accordance with the standards and procedures specified in the Manual. One copy of the Manual will be loaned to you by us for the term of the Franchise Agreement. You must treat the Manual and any other manuals we create or approve for use in your operation of the Center, and the information contained in them, as confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy, record or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person. The Manual remains our sole property and must be kept in a secure place on the Center premises. We may revise the contents of the Manual and you must comply with each new or changed standard. You must also make sure that the Manual is kept current at all times. If there is a dispute regarding the contents of the Manual, the terms of the master copy maintained by us at our home office will be controlling.

Confidential Information: We claim proprietary rights in the Manual and which includes our trade secrets. You may never – during the Initial Term, any Renewal Term, or after the Franchise Agreement expires or is terminated – reveal any of our Confidential Information (as defined below) to another person or use it for any other person or business. You may not copy, record or otherwise reproduce any of our Confidential Information or give it to a third party except as we authorize. Any and all information, knowledge, know-how and techniques related to the System that we communicate to you, including the Manual, plans and specifications, marketing information and strategies and site evaluation, selection guidelines and techniques, are considered confidential. Our Confidential Information will include information, knowledge, trade secrets or know-how used or embraced by the System, the Manual, and many other matters specified in the Franchise Agreement.

"**Confidential Information**" includes (without limitation) all information, knowledge, trade secrets or know-how utilized or embraced by the System and/or imparted to you by us or any of our affiliates which concerns your or our systems of operation, programs, services, products, customers, practices, materials, books, records, manuals, computer files, databases or software; all elements of the System; all programs, products, curricula, services, equipment, technologies, policies, standards, requirements, criteria and procedures that now or in the future are a part of the System; our Manual (including supplements to the Manual); all specifications, procedures, systems, techniques and activities employed by us or by you in the offer and sale of programs, products and/or services at or from your Franchised Business; all pricing paradigms established by us or you; all of our and/or your sources (or prospective sources) of supply and all information pertaining to same (including the contents of sourcing agreements and the identity of suppliers); our specifications, and your final plans, for the construction, build out, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of your Center; the identity of, and all information relating to, the computer and POS hardware and software utilized by us and you; all information pertaining to our and/your advertising, marketing, promotion and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by your Franchised Business; our and, if in the future we permit, your internet/web protocols, procedures and content; our training and other instructional programs and materials; all elements of our recommended staffing, staff training and staff certification policies and procedures; all communications between us; additions to, deletions from and modifications and variations of the components of the System and the other systems and methods of operations which we employ now or in the future; and, all other information, knowledge and know-how which either we or our affiliates, now or in the future, designate as confidential.

Under the Franchise Agreement, the following persons must sign our Confidentiality/Non-Competition Agreement (Exhibit D to the Franchise Agreement):

1. Before employment or any promotion, your Center Manager and all other managerial personnel; and
2. Your owners, equity holders, control persons, shareholders, members, partners and general partner(s); all of your officers, directors and managers; and, all persons possessing equivalent positions in any business entity which directly or indirectly owns and/or controls you.

We will be a third party beneficiary of these covenants with the independent right to enforce them.

If you, your Center Manager, or employees develop any new concept, process or improvement in the operation or promotion of the Center, you must promptly notify us and give us all necessary information and irrevocably assign same to us, free of charge. You and they must acknowledge that any of these concepts, processes or improvements will become our property and we may give the information to other franchisees.

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

It is our current practice to require franchisees and area developers to form a business entity (e.g. a corporation, limited liability company, partnership or any other type of business entity), prior to executing the Franchise Agreement, in order to serve as "franchisee".

You must personally supervise the operation of the Franchised Business, unless we permit otherwise in writing, and devote the necessary time and your best efforts for the proper and effective operation of the Franchised Business. If we license you to operate more than one Center, you must devote the time necessary for the proper and effective operation of all your Centers.

If you are an individual, you must serve as Operating Principal and if you are an entity franchisee, you must designate an individual who either owns a majority interest in the Franchised Business or, where there is no majority owner, who we otherwise approve of in writing. The Operating Principal, who will have complete decision making authority with regard to your Franchised Business and have authority to in all respects act on your behalf, will be the sole individual with whom we will be required to communicate when we seek to communicate with you. You must inform us in writing of your Operating Principal and any replacement Operating Principal in advance. We must approve your Operating Principal before you appoint them. You (if an individual) and your Operating Principal (if an entity) must attend and successfully complete the Initial Training Program to our satisfaction. After an Operating Principal's death, disability or termination of employment, you must immediately notify us, and you must designate a successor or acting Operating Principal within 10 days.

You must either serve as (if you are an individual) or designate a Center Manager. An entity franchisee must designate a Center Manager. The Center Manager, who will have day-to-day management responsibility for your Center, will exercise on-premises supervision and personally participate in the direct operation of the Center. You must inform us in writing of your Center Manager and any replacement Center Manager in advance. We must approve your Center Managers before you appoint them. Your Center Managers must attend the Initial Training Program. After a Center Manager's death, disability or termination of employment, you must immediately notify us, and you must designate a successor or acting Center Manager within 10 days. If the franchisee is a business entity, the Center Manager need not have any equity interest in the franchisee entity.

Your Center Manager and the other persons listed in Item 14 must sign our Confidentiality and Non-Competition Agreement (Exhibit D to the Franchise Agreement) and keep our confidential or proprietary information confidential (see Item 14). We will be a third party beneficiary to each agreement with the independent right to enforce the agreement's terms.

Each owner of a 5% or greater interest in you must sign a personal guarantee in the form of Exhibit J to the Franchise Agreement. A spouse of a direct or indirect owner is not required to sign the guarantee, unless the spouse also has a direct or indirect ownership interest in the business entity.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell and provide only products and services that we have approved in writing and which conform to our standards and specifications (see also Item 8 above). We have the right, without limit, to change the types of authorized products and services. You must carry and sell all products and services that we approve and specify to be offered by all Wise Wonder Enrichment Centers, unless we otherwise provide

our written approval. You must stop selling and offering for sale any products or services that we may disapprove in writing at any time. We have the right to change the types of products and services offered by you at the Center at any time, and there are no limits on our right to make those changes. We also have the right to modify the offerings for a particular Center based on regional differences. If we do this, we do not have to grant you a similar modification or variance. There are no limits on our rights to make these changes.

If you would like to sell any product, service or program which is not a part of the System, then you must seek and obtain our advance written permission. If we grant our advance written approval, then the product, service or program in question will become a part of the System (though we will not be required to, but may, authorize it for sale at one or more other company-owned and/or franchised Centers). We may subsequently revoke our approval. We will own all rights associated with the product, service or program. You will not be entitled to any compensation in connection with it.

You must maintain in sufficient supply and use and sell only the products, services, programs materials, supplies, and paper goods that conform to our standards and specifications. You must conduct the Franchised Business in accordance with our specifications contained in the Manual or other written instructions. You must not deviate from our standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without first obtaining our written consent.

We reserve the right to determine the minimum and/or maximum prices for the products, services and programs offered from your Center, as permitted by applicable law. You must comply with the prices required by us, but we make no guarantees or warranties that our required prices will enhance your sales or profits.

In addition to modifications of the System, we may incorporate into the System products, services or programs which we either develop or otherwise obtain rights to, which are offered and sold under names, trademarks and/or service marks other than the Proprietary Marks and which your Center, along with other Centers, will be required to offer and sell (collectively, "**Co-Branding**"). This Co-Branding may involve changes to the Proprietary Marks, and may require you to modify the building and premises of your Center and the furnishing, fixtures, equipment, signs and trade dress at your Center. If you receive written notice of our institution of Co-Branding, you must implement the Co-Branding at your Center. The Franchise Agreement does not place any limit on our rights of to require you to make changes for Co-Branding.

You may only sell to customers at or from the specific location that we have approved. All sales must be face-to-face on the premises of the Center. If you wish to engage in off-premises activities, you may apply in writing for our written approval to do so, which we may withhold, condition or delay for any or no reason. If we provide our approval, you may engage in these activities provided that you comply with the programs, policies terms, and conditions that we may establish from time to time. Additionally, you may not engage in any other type of sale, offer to sell, or distribution of products and service, except with our prior written consent. For example, you may not sell products and services by catalog, mailing, toll free numbers, or by use of the Internet.

You must not use the Center for any other business or operation or for any other purpose or activity at any time without first obtaining our prior written consent. You must keep the Center open and in normal operation for the minimum hours and days as we may specify. You must operate the Center in strict conformity with the methods, standards, and specifications as we prescribe in the Manual or in writing.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	3.1	10 years, unless terminated earlier.
b. Renewal or extension of the term	3.2	One renewal term of 10 years, if you are in good standing and comply with renewal conditions procedures.
c. Requirements for franchisee to renew or extend	3.2	Written notice; current with all obligations/full compliance with Franchise Agreement; renovate and/or upgrade your Center to conform with our then-current standards; sign general release; your right to renew lease for the site or lease an acceptable substitute location, execution of our then-current form of renewal franchise agreement; payment of renewal fee; compliance with training requirements; and, any other conditions that we require of renewing franchisees. You may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous Franchise Agreement, except that the boundaries of your Designated Territory will remain the same; you will have no addition right to renew; and, the Royalty Fee on renewal will not be greater than the Royalty Fee that we then impose on similarly situated renewing franchisees.
d. Termination by franchisee	Not applicable	You may terminate the Franchise Agreement on any grounds available by law.
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with "cause"	17.1, 17.2 and 17.3	We can terminate your Franchise Agreement if you default.
g. "Cause" defined – curable defaults	17.3	Curable defaults include, without limitation, non-payment of fees; failure to timely submit requisite financial and non-financial reports or

Provision	Section in Franchise Agreement	Summary
		other information; offer or sale of unauthorized programs, products or services; failure to maintain trade accounts; engage in business under a confusingly similar trademark; fail to pay taxes when due; unauthorized use of Proprietary Marks; failure to indemnify us as required; violation of advertising restrictions; violation of laws in connection with the operation of your Center; hire employee not eligible to work in the U.S.; failure to operate Center during designated hours of operations; failure to maintain Center in good and clean condition; Guarantor's failure to comply with Guaranty; failure to devote time and best efforts to the operation of the Franchised Business; failure to comply with new or changed System requirements; failure to satisfy or appeal a judgment against you within 30 days; unauthorized disclosure of Confidential Information and failure to obtain executed Confidentiality/Non-Competition Agreements as required; failure to propose qualified replacement for your Center Manager; failure to procure and maintain requisite insurance policies; failure to carry out terms of the Franchise Agreement in good faith; failure to obtain our consent when required; failure to maintain or observe our prescribed standards, specifications or procedures; or failure to meet any other requirements of the Franchise Agreement not listed in Sections 17.1 and 17.2; with the exception of non-payment defaults, you typically have 30 days to cure a default.
h. "Cause" defined – non-curable defaults	17.1 and 17.2	Non-curable defaults include, but are not limited to: general assignment for benefit of creditors; bankruptcy; appointment of a receiver; dissolution; or levy/execution on assets; operation at a location not approved by us; failure to acquire an Accepted Location within the time required by the Franchise Agreement; failure to construct or remodel the Center in accordance with the plans and specifications provided to you; failure to open Center within required time; abandonment of the Center or cease operations of the center without approval; threat or danger to public health or safety; plea

Provision	Section in Franchise Agreement	Summary
		to or conviction of a felony; unauthorized transfer; failure to comply with in-term covenants; repeated curable defaults; failure to transfer upon death or disability; knowingly maintaining false book or records; material breach of Article 6 of the Franchise Agreement; misuse or unauthorized use of the Proprietary Marks; 3 or more repeated defaults within a 12 month period; failure for Center Manager to complete training; failure to comply with applicable laws and ordinances relating to Center; omission or misrepresentation of a material fact; mutually agreement to terminate in writing; failure to maintain financial records required under Section 11.1; understatement of (i) 2% or more on 3 separate occasions within any 36 month period or (ii) 5% or more for any month within a reporting period and/or any entire reporting period; refusal to permit us to conduct an inspection, operational or financial audit; misappropriation of employee withholdings; repeat same default within 6 months from curing it; willfully misrepresent or failure to make material disclosure required by any governmental or quasi-governmental authority; interfere with (or attempt to interfere with) our relationship with other franchisees and/or suppliers; engage in conduct that subjects you and/or us to ridicule or derision; breach of our advertising standards and failure to cure in 3 days; divert or sell proprietary products and/or services to third parties; unauthorized use of Confidential Information for another party's benefit; breach lease or sublease for Center and failure to cure such breach within the time frame designated in said lease or sublease; or engage in any other conduct that permits us to immediately terminate you upon notice.
i. Franchisee's obligations on termination/non-renewal	18.1 and 18.3	You must cease operation of Center and use of all Proprietary Marks and System; pay all amounts due to us or our affiliates; de-identify Center; cancel any assumed name or equivalent registration containing our Proprietary Marks; return the Manual and all other proprietary materials; comply with confidentiality

Provision	Section in Franchise Agreement	Summary
		requirements; pay liquidated damages (if applicable); execute all agreements necessary to effectuate termination; surrender all computer software, data storage disks, and other electronic media used in the operation of the Franchised Business; and furnish an itemized list of all advertising and sales promotion materials bearing our Proprietary Marks or other distinctive markings. We have an option to acquire your assets.
j. Assignment of contract by franchisor	14.1	No restrictions on our right to assign.
k. "Transfer" by franchisee – defined	14.2	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Center or you (if you are not a natural person)
l. Franchisor approval of transfer by franchisee	14.2	We have the absolute right to approve all transfers but will not unreasonably without our consent.
m. Conditions for franchisor approval of transfer	14.4.1	You must pay all amounts due us or our affiliates, cure any existing defaults, sign a general release, pay a transfer fee, and furnish us with a copy of the assignment/transfer agreement and execute documents evidencing liabilities prior to transfer. Transferee must meet our established qualifications as listed, satisfactorily complete training, sign current Franchise Agreement, sign a guaranty, obtain all permits, licenses and consents to operate the Center, and remodel the Center, if we require. Each owner and guarantor of transferee must interview with us and comply with our noncompetition restrictions. The Total Sales Price for the assignment/transfer must, in our business judgment, be acceptable to us. The lessor or sublessor of the premises for the Center must consent to the transfer, if required. You and transferee (including each of your respective owners and guarantors) must execute our form of general release.
n. Franchisor's right of first refusal to acquire franchisee's business	14.5 and 14.8	We have the right to match any bona fide offer for the franchisee's interest in the Franchise Agreement, assets or ownership interest.

Provision	Section in Franchise Agreement	Summary
o. Franchisor's option to purchase franchisee's business	19.1 21.1, 21.2 and 21.5	We have the right, on termination or expiration of your Franchise Agreement, to purchase all or a portion of the assets of your Center. We have a security interest in all of the furniture, fixtures, equipment, signage and realty (collectively, the "**Collateral**") used in connection with the operation of the Center in order to secure your payment of any amounts owed to us. Should you fail to pay an outstanding amount owed to us, we have the right to enter the Center, take possession of the Collateral and sell it to pay such unpaid amounts.
p. Death or disability of franchisee	14.6	Estate must sell the interest in accordance with Section 14.6 of the Franchise Agreement within 6 months following the death or disability of your last surviving owner. During transition, Estate must comply with all other terms of the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	10.2.1	No diversion of any customer to any competitor and no interest or involvement with any competing business anywhere in the world (subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	10.2.2	For a 2 year period following the termination or expiration of the Franchise Agreement: no diversion of any customer to any competitor; and, no interest or involvement with any competing business within 20 miles of any Center in the System (subject to state law).
s. Modification of the agreement	24.3	No modifications to the Franchise Agreement, unless mutually agreed to, in writing, by the parties.
t. Integration/merger clause	24.2	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not applicable	

Provision	Section in Franchise Agreement	Summary
v. Choice of forum	24.11.4	The state, county and judicial district in which our principal place of business is located, (subject to state law).
w. Choice of law	24.11.3	New York law applies (subject to 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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting contact Andy Collins at 23 Warren Street, New York, New York 10007 and 646-649-5917, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2020 - 2022

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Company-	2020	2	3	+1

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Owned*	2021	3	3	0
	2022	3	4	+1
Total Outlets	2020	2	3	+1
	2021	3	3	0
	2022	3	4	+1

*These outlets are owned by our affiliates.

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

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All Other States	2020	0
	2021	0
	2022	0
Total	2020	0
	2021	0
	2022	0

Table No. 3
Status of Franchised Outlets
For years 2020 – 2022

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
All States	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Total	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned Outlets*
For years 2020 – 2022

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired from Franchisee	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
New York	2020	2	1	0	0	0	3
	2021	3	0	0	0	0	3
	2022	3	1	0	0	0	4
All Other States	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Total	2020	2	1	0	0	0	3
	2021	3	0	0	0	0	3
	2022	3	1	0	0	0	4

*These outlets are owned by our affiliates.

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

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Open	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets In The Next Fiscal Year
All States	0	0	0
Total	0	0	0

A list of the names of all franchisees and the addresses and telephones numbers of the franchises is provided in Exhibit C to this disclosure document.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document is listed on Exhibit D to this disclosure document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. No franchisees have signed confidentiality clauses during the last three fiscal years that would restrict their ability to speak openly about their experiences with the System. There are no trademark-specific franchisee organizations associated with the franchise system.

ITEM 21
FINANCIAL STATEMENTS

We were organized on February 9, 2023. Attached to this Disclosure Document as Exhibit A is our audited opening balance sheet as of April 12, 2023. We have not been in business for three years or more and therefore cannot include all the financial statements required by the Rule for our last three fiscal years.

ITEM 22
CONTRACTS

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

1.	Franchise Agreement	Exhibit B
2.	Form of General Release	Exhibit I

ITEM 23
RECEIPTS

Two (2) copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document as Exhibit K. Please return one (1) signed copy to us and retain the other for your records.

EXHIBIT A TO THE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

Wise Wonder Enrichment Franchising, LLC

Independent Auditor's Report
And
Balance Sheet Statement
April 12, 2023

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Metwally CPA PLLC

CERTIFIED PUBLIC ACCOUNTANT

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Independent Auditor's Report

To the members of
Wise Wonder Enrichment Franchising, LLC
Warren Street, New York

Opinion

We have audited the accompanying balance sheet of Wise Wonder Enrichment Franchising, LLC (a New York Limited Liability Company) as of April 12, 2023, and the related notes to the Financial Statement.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of Wise Wonder Enrichment Franchising, LLC as of April 12, 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement 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 statement that are free from material misstatement, whether due to fraud or error.

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

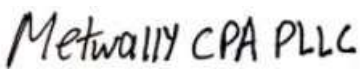
Auditor's Responsibilities for the Audit of the Financial Statement

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

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 statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- 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 Wise Wonder Enrichment 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 statement.
- Conclude whether, in our judgment, there are conditions or events considered in the aggregate that raise substantial doubt about Wise Wonder Enrichment 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.



Metwally CPA PLLC
Fort Worth, Texas
May 18, 2023

Wise Wonder Enrichment franchising, LLC
April 12, 2023
Balance Sheet

Assets

Current Assets	
Cash and cash equivalents	$44,980
Total Current Assets	**$44,980**

Liabilities and Members' Equity

Total Liabilities	**$0**
Members' equity	44,980
Total Liabilities and Members' Equity	**$44,980**

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

Wise Wonder Enrichment franchising, LLC

April 12, 2023

Notes to Financial Statement

1. COMPANY AND DESCRIPTION OF BUSINESS

Wise Wonder Enrichment Franchising, LLC (the "Company") is a New York limited liability franchise Company that was formed in February 2023, under the laws of the State of New York for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own business. The Company offers qualified individuals the right to operate a business that offers early education literacy instruction classes for children aged 6 months - 10 years of age in a small group setting for 90 minutes.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

A. Basis of Accounting

The financial statement was prepared in conformity with accounting principles generally accepted in the United State of America ("US GAAP").

B. Cash and Cash Equivalents

The Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

C. Federal Income Taxes

The Company and its members have elected to be treated as a partnership under the provisions of the Internal Revenue Code (IRC). Therefore, any taxable income earned by the Company is included in the individual tax returns of its members. Accordingly, net income presented in the financial statements does not include a provision for income taxes. The net income presented will include state-imposed taxes and fees as applicable.

D. Use of Estimates

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

E. Concentration of Credit Risk

The Company maintains cash and cash equivalents with major financial institutions. At various times during the period, the total amount on deposit didn't exceed the $250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

F. Revenue Recognition

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

Franchise Fees

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

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

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

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

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

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

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a

straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 10 years while successive agreement terms are typically 10 years.

Variable Considerations

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license.

Contracts Assets and Liabilities Balances

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

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

The Company didn't generate any revenue as of the balance sheet date but will be implementing ASC 606 to recognize its revenue once a sale has been made.

G. Recent Accounting Pronouncements

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

3. SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 18, 2023, which is the date the financial statement was available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to or disclosure in the financial statement.

EXHIBIT B TO THE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

WISE WONDER ENRICHMENT FRANCHISING LLC

FRANCHISE AGREEMENT

_____

FRANCHISEE

_____

DATE

_____

CENTER

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WISE WONDER ENRICHMENT FRANCHISING LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Agreement'**) is made and entered into by and between WISE WONDER ENRICHMENT FRANCHISING LLC, a New York limited liability company having its principal address at 23 Warren Street, New York, New York 10007 ("**Franchisor**", "**we**", "**us**" or "**our**") and _____, a _____ [corporation / limited liability company / partnership] having its principal address at _____ ("**Franchisee**" "**you**" or "**your**") on the date this Agreement is executed by us below (the "**Effective Date**").

W I T N E S S E T H:

WHEREAS, as the result of the expenditure of time, skill, effort and money, we and our affiliates have developed and own a unique and distinctive system (hereinafter "**System**") for the establishment of a Wise Wonder Enrichment Centers (each a "**Franchised Business**" or a "**Center**") that specialize in furnishing early childhood literacy programs that teach the love of reaching to children aged 6 months to 12 years old and that fill a need for both parents and their children to participate in a local, community-based reading program and that offer and sell related programs, products and services;

WHEREAS, the distinguishing characteristics of the System include, without limitation, our distinctive, unique methods, processes, technical knowledge and marketing ideas, including our trade secrets, purchasing arrangements, curriculum, commercial ideas, confidential training manuals, advertising materials, computer software, marketing strategies, information on sources of supply, forms, distinctive signage, trade dress, architectural designs, and employee training techniques and manuals, all of which may be changed, improved, and further developed by us from time to time;

WHEREAS, we identify the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Wise Wonder Enrichment" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (the "**Proprietary Marks**"); and,

WHEREAS, you desire to acquire the right to use the System and the Proprietary Marks in connection with the operation of a Center at a location we approve.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE 1
GRANT

1.1. Grant of Franchise. We hereby grant to you, upon the terms and conditions in this Agreement, the right and license, and you hereby accept the right and obligation, to establish and operate a single Center under the Proprietary Marks and the System in accordance with this Agreement. You agree to use the Proprietary Marks and the System as we may change, improve, modify or further develop them from time to time as provided in this Agreement, and only in accordance with the terms and conditions of this Agreement and any related agreements.

1.2. Accepted Location. Your Franchised Business may establish only one (1) Center, which Center must be located at a site we approve in advance. The specific street address of the Center location

accepted by us shall be set forth in Exhibit A (the "**Location**" or "**Accepted Location**"). You may use the Accepted Location for no other purpose than the operation of the Franchised Business.

1.3. Your Restrictions. Your Franchised Business may only offer and sell System programs, products and services in, at and from your Center at the Accepted Location. Your Franchised Business may only engage in the retail sale of System programs, products and services. Under no circumstance may you and/or your Franchised Business:

1.3.1. Establish any physical presence at or from which System programs, products or services are offered, sold or furnished, other than your Center at the Accepted Location.

1.3.2. Offer or sell System programs, products or services anywhere, through any means or manner other than your Center at the Accepted Location, including alternative channels of distribution, such as the internet/worldwide web/virtual platforms (including without limitation the metaverse) and other forms of electronic commerce; engage in cryptocurrency, non-fungible token (NFTs) and other blockchain promotions; "800" or similar toll-free telephone numbers; mail order; catalogs; or, any other distribution channel whatsoever except from your Center at the Accepted Location.

1.3.3. Engage in the wholesale sale or distribution of any System programs, products or services, or the programs, products, equipment, and/or services which your Franchised Business is required or permitted to use or sell under this Agreement, or any component of any of the foregoing which now or in the future constitutes part of the System. "**Wholesale sale or distribution**" means any sale or distribution by you to a third party for resale, retail sale, or further distribution.

1.4. Relocation. You may not relocate your Center from the Accepted Location to another location without first obtaining our written approval for the new location. We do not charge a relocation fee; however, you must reimburse us for the costs we incur relating to our reviewing, considering and memorializing any such relocation. Except in cases of emergency, the new premises must be occupied and open prior to vacating the old location. If you relocate the Center with our approval subject to the terms of this Section 1.4, the new location will become the "Accepted Location" of the Franchised Business. Any relocation will be at your sole cost and expense. All leases or subleases that you enter into, all plans and specifications for your relocated Center that you adduce and all construction, remodeling, renovation or other such activity that you perform at and for the relocated Center must be in accordance with all of the provisions of Article 2 and our then-current standards, specifications and requirements.

1.5. Designated Territory. Upon the execution of this Agreement, you will be assigned a protected geographical territory (the "**Designated Territory**") that will be described in Exhibit A hereto. You may not solicit customers or offer or sell services to customers outside of your Designated Territory, and you may not provide any virtual services at any location, without our prior written consent, which we may withhold, delay or condition for any or no reason. Within the Designated Territory, neither we nor any affiliate (meaning any individual or entity we control, which controls us, or which is under common control with us, together our "**affiliates**") will operate or grant a franchise for a Center business operated under the Proprietary Marks of the type franchised to you hereunder, except as provided in Section 1.6 below ("Our Reserved Rights"). These restrictions will terminate immediately upon the expiration or termination of this Agreement for any reason.

1.5.1. Notwithstanding the foregoing, you hereby understand, acknowledge and agree that: (i) in the event we permit you to operate a Center at a Non-Traditional Site, which we are under no obligation to do, you will not receive any Designated Territory; (ii) we reserve the right to adjust the boundaries of the Designated Territory at any time if we feel it conflicts with another franchisee's designated territory or trade area; and, (iii) the restrictions contained in Section 1.5 above do not apply to

Wise Wonder Enrichment Centers in operation, under lease, in construction or under other commitment to open in the Designated Territory as of the Effective Date.

1.6. Our Reserved Rights.

1.6.1. You understand and agree that we and/or our affiliates may, in or outside the Designated Territory (except as we are restricted by Section 1.5 of this Agreement), engage in any business activity and deploy any business concept whatsoever and use our Proprietary Marks or any other names or marks owned or developed by us or our affiliates in connection with such other concepts and business activities. You further understand and agree that this Agreement does not confer upon you any right to participate in or benefit from such other concepts or business activities, regardless of whether it is conducted under the Proprietary Marks or not. Our and our affiliates' rights to engage in other business activities are specifically reserved and may not be qualified or diminished in any way by implication. We thus may engage in, or authorize others to engage in, any form of business offering and selling any type of program, product or service except as restricted by Section 1.5 above. By way of example, we and/or our affiliates may own, operate or authorize others to own or operate any type of business at any location whatsoever, including within your Designated Territory, so long as such other business does not sell under the Proprietary Marks the type of programs, products or services which your Franchised Business offers and sells (except as permitted below). Further, we and/or our affiliates may (i) during the Initial Term and any renewal thereof own, operate or authorize others to own or operate Franchised Businesses at any location outside of your Designated Territory, including immediately proximate to your Designated Territory and (ii) after termination or expiration of this Agreement, operate or authorize others to own or operate Franchised Businesses at any location within your Designated Territory.

1.6.2. You further understand, acknowledge and agree that we and our affiliates alone have the right, both within and outside of the Designated Territory, to:

(a) Offer and sell (directly, or through other franchisees or licensees) System programs, products and services at any and all nontraditional sites, including nontraditional sites situated in your Designated Territory and identified in whole or in part by the Proprietary Marks, through the establishment of Centers, kiosks, mobile units or concessions, and that, by contrast, you are precluded in engaging in such activity. "**Non-Traditional Sites**" include: transportation facilities, including toll roads, airports, train stations, subways and rail and bus stations; military bases and government offices and facilities; sports facilities, including stadiums and arenas; theaters; reports; amusement parks, zoos and convention centers; car and truck rest stops and travel centers; recreational theme parks; hospitals and health care facilities; business or industrial venues; guest lodging facilities; day care facilities of any type; condominium and cooperative complexes; the premises of any third party retailer (including shops, stores and department stores)); enclosed shopping malls; schools and universities; Indian reservations; casinos; or any similar captive market or any other location to which access to the general public is restricted. You understand and acknowledge that if any Non-Traditional Site is located within the physical boundaries of your Designated Territory, then the premises of this Non-Traditional Site will not be included in your Designated Territory and you will have no rights to this Non-Traditional Site.

(b) Sell System programs, products and services to national, regional and institutional accounts. "**National, Regional and Institutional Accounts**" are organizational or institutional customers whose presence is not confined to your Designated Territory, including (by way of example only): business entities with offices or branches situated both inside and outside of your Designated Territory; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to your Designated Territory. Only we will have the right to enter into contracts with National, Regional and Institutional Accounts (which may include facilities within your Designated Territory). If we receive orders for any System products or

services calling for delivery or performance in your Designated Territory as a result of our engaging in commerce with National, Regional and Institutional Accounts, then we will have the right, but not the obligation, either to require you to fulfill such orders at the price we agree on with the customer or to give you the opportunity to fulfill such orders at the price we agree on with the customer. If we give you the opportunity to fulfill such orders and if, for any reason, you do not desire to or cannot serve the customer, or if the customer desires for any or no reason to deal exclusively with us, our affiliate or another franchisee and not with you, then we, our affiliate or any other Wise Wonder Enrichment franchisee may serve the customer within your Designated Territory, and you will not be entitled to any compensation.

(c) Offer and sell within and outside your Designated Territory, and under the Proprietary Marks, any and all programs, products or services and/or their components (including those used or sold by your Franchised Business), whether or not a part of the System, through any alternative method of distribution including, without limitation, such alternative channels of distribution as the internet/worldwide web; any other form of electronic commerce; "800" or similar toll-free telephone numbers; mail order; catalogs; television sales (including "infomercials"); or, any other channel of distribution whatsoever except for a Center in your Designated Territory.

(d) Sell and distribute products identified by the Proprietary Marks in the Designated Territory to educational centers other than Centers identified by the Proprietary Marks or award national, regional or local licenses to third parties to sell products under the Proprietary Marks in facilities primarily identified by the third party's trademark, provided those facilities are not licensed to use the Proprietary Marks in connection with their retail sales.

(e) Develop and/or own other franchise systems for the same or similar products and services using trade names and trademarks other than the Proprietary Marks. You acknowledge and agree that our affiliates may in the future operate businesses under different marks and with operating systems that are the same as or similar to the System, at any location (including within the Designated Territory) and that any such businesses might compete with your Center.

1.6.3. In addition, you understand, acknowledge and agree that we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity we may operate, franchise or license those other businesses and/or facilities under any names or marks, including the Proprietary Marks, regardless of the location of these businesses and/or facilities, which may be within the Designated Territory or immediately proximate to the Designated Territory.

1.6.4. You waive and release any claims, demands or damages arising from or related to any of the above activities and promise never to begin or join in any legal action or proceeding, or register a complaint with any governmental entity, directly or indirectly contending otherwise.

1.7. Forms of Agreement. You acknowledge that, over time, we have entered, and will continue to enter, into agreements with other franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that we and other franchisees may have different rights and obligations does not affect our or your duties to comply with the terms of this Agreement.

ARTICLE 2
SITE SELECTION, PLANS AND CONSTRUCTION

2.1. Your Responsibility to Locate a Site. You assume all cost, liability, expense and responsibility for locating, obtaining and developing a site for the Center within the Designated Territory, and for constructing and equipping the Center at such site. You shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Center unless the site is accepted by us as set forth below. You acknowledge that the location, selection, procurement and development of a site for the Center is your responsibility; that in discharging such responsibility you shall consult with real estate and other professionals of your choosing; and, that our acceptance of a prospective site and the rendering of assistance in the selection of a site does not constitute a representation, promise, warranty or guarantee, express or implied, by us that the Center operated at that site will be profitable or otherwise successful.

2.2. Site Selection.

2.2.1. If you have suggested a site which we have approved before the execution of this Agreement, then the address of that site will be set forth on Exhibit A to this Agreement as the Accepted Location. If not, then the following provisions will apply:

2.2.2. Prior to acquiring by lease or purchase a site for the Center, but within six (6) months of the Effective Date this Agreement, you shall locate a site for the Center that satisfies the site selection guidelines we provide to you and you shall submit to us in the form specified by us a description of the site, including evidence reasonably satisfactory to us demonstrating that the site satisfies our then-current site selection guidelines, together with such other information and materials as we may reasonably require, including, but not limited to, maps, completed checklists, photographs, diagrams of the premises with measurements, a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. You agree to use your best efforts to find an acceptable site. We shall have thirty (30) days after receipt of this information and materials to approve or disapprove, in our sole discretion, the proposed site as the location for the Center. If you are unable to locate a site for your Center within the time limits and following the procedures specified in this Section 2.2, then this failure will be a material and incurable breach of this Agreement.

2.2.3. We may, in accordance with Section 5.1, provide you with certain site selection assistance, at your expense. Should we provide you with such assistance, you will be required to pay our then-current site selection assistance fee and reimburse us for the reasonable costs we incur in connection therewith (including without limitation our designees' and/or representatives' living, lodging and transportation expenses). No site may be used for the Location of the Center unless it is first accepted in writing by us. You acknowledge and agree that our approval of a Location for the Center is not a warranty or guaranty, express or implied, that you will achieve any particular level of success at the Location or that your Center will be profitable and you hereby forever waive any claim to the contrary. Our approval of a Location for the Center only signifies that the Location meets our then-current minimum criteria for a Center.

2.2.4. If you elect to purchase the premises for the Center, you shall submit a copy of the proposed contract of sale to us for our written approval prior to its execution and shall furnish to us a copy of the executed contract of sale within ten (10) days after execution. If you will occupy the premises of the Center under a lease or sublease, you shall submit a copy of the lease or sublease to us for written approval prior to its execution and shall furnish to us a copy of the executed lease or sublease within ten (10) days after execution. Unless we otherwise approve in advance, any lease or sublease must be accompanied by a rider incorporating the requirements specified in Exhibit B to this Agreement. We shall

have thirty (30) days after receipt of the lease, sublease or the proposed contract of sale to either approve or disapprove such documentation prior to its execution. If we do not communicate our approval or disapproval of a proposed lease to you within thirty (30) days following our receipt of the proposed lease, and if the lease is accompanied by a Collateral Assignment of Lease containing the required provisions of Exhibit B, then the lease will be considered approved. You may not, in any lease, create any obligations or grant any rights against us or our affiliates or agree to any term, condition or covenant which is inconsistent with this Agreement or any related agreement. You also acknowledge and agree that you are bound by the terms, conditions, covenants and obligations of the lease and that your failure to comply with the lease will constitute a material breach of this Agreement. You may not assign, transfer or encumber your lease or sublet all or any part of the Accepted Location without our advance written approval.

2.2.5. After a site for the Center is accepted by us and acquired by you pursuant to this Agreement, we will insert that Accepted Location and the Designated Territory into Exhibit A to this Agreement.

2.3. Zoning Clearances, Permits and Licenses. You shall be responsible, at your own expense, for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Center premises. Prior to beginning the construction of the Center, you shall (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Center, and (ii) certify in writing to us that the insurance coverage specified in Article 12 is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Your indemnification of us, our affiliates and all other Franchisor Parties specified in Article 15 below applies (without limitations) to each and every activity arising from or related to the construction of your Center. Upon written request, you shall provide to us additional copies of your insurance policies or certificates of insurance and copies of all such approvals, clearances, permits and certifications. You must comply with all federal, state and local laws, codes and regulations, including the applicable provisions of the Americans with Disabilities Act ("**ADA**") regarding the construction, design and operation of the Center and sign the ADA Certification in Exhibit K. In the event you receive any complaint, claim, other notice alleging a failure to comply with the ADA, you shall provide us with a copy of such notice within five (5) days after receipt thereof.

2.4. Design of Center.

2.4.1. We will loan you one (1) set of prototypical architectural and design plans and specifications for a Center. The sample layout and preliminary plans we furnish you will not contain the requirements of, and may not be used for, construction drawings or other documentation necessary to obtain permits or authorizations to build and/or operate a specific Center. You must employ a qualified, licensed architect and/or engineer, at your expense, that we specify or, if we do not specify, who is reasonably acceptable to us to complete, adapt, modify or substitute the layout, plans and specifications for your Center and to prepare preliminary plans and specifications for the site improvement and construction of your Center (which must be based on the sample layout and preliminary plans we furnish to you). You must submit a complete set of your proposed final plans and specifications to us and obtain our written approval of them before you seek to register them with any governmental or quasi-governmental agency or begin construction of your franchised Center. Our approval will be based on our assessment of compliance with our standards for new Centers. We will not assess compliance with federal, state or local laws, rules or regulations, including the ADA.

2.4.2. If we determine, in our reasonable discretion, that your proposed final plans are not consistent with the best interests of the System, we may prohibit the implementation of such plans, and in this event will notify you of any objection(s) within fourteen (14) business days of receiving such plans.

If we fail to notify you of an objection to the plans within this time period, you may use such plans. If we object to any such plans, we shall provide you with a reasonably detailed list of changes necessary to make the plans acceptable. We shall, upon a re-submission of the plans with such changes, notify you within fourteen (14) business days of receiving the resubmitted plans whether the plans are acceptable. If we fail to notify you in writing of any objection within such time period, you may use the resubmitted plans. You acknowledge that our review of your proposed plans relates only to compliance with the System and presentation of the Proprietary Marks, and that acceptance by us of such plans does not constitute a representation, warranty, or guarantee, express or implied, by us that such plans are accurate or free of error concerning their design or structural application. You understand and agree, and promise never to contend or assert otherwise, that our approval of your final plans for your Center does not render us liable for any defects, neglects, omissions, errors or negligence associated with such plans and shall not in any fashion be construed to diminish or negate your indemnification of us, our affiliates and the other Franchisor Parties referenced in Article 15 below nor render us liable in any fashion or to any extent for any liabilities engendered thereby.

2.4.3. You agree that any plans and specifications you prepare and submit to us will be irrevocably licensed to us in perpetuity. We, our affiliates and any other franchisees to which we give these plans and specifications may use them without owing you any compensation or being liable to you in any way.

2.5. Build-Out of Center.

2.5.1. You must engage a qualified, licensed and bonded general contractor to construct your Center and to complete all improvements. You shall commence and diligently pursue construction or remodeling (as applicable) of the Center. Commencement of construction shall be defined as the time at which any site work is initiated by you or on your behalf at the Accepted Location. Site work includes, without limitation, paving of parking areas, installing outdoor lighting and sidewalks, extending utilities, demising of interior walls and demolishing of any existing premises. During the time of construction or remodeling, you shall provide us with such periodic reports regarding the progress of the construction or remodeling as may be reasonably requested by us. This information will include (without limitation and as applicable) the names, addresses and telephone numbers of your architect, civil engineer, surveyor, general contractor, subcontractors, principal vendors and environmental consultant, and the primary contact for each; copies of all permits, licenses, contractor's liability insurance certificates and other similar items required for the conversion of your Center; and, copies of all construction or remodeling contracts and documents, along with originals of all lien waivers and copies of all invoices. These requirements will also apply to any construction, remodeling, renovation or refurnishing of your Center at any time after it opens.

2.5.2. We will not be responsible for delays in construction, conversion, remodeling, equipping or decoration or for any loss resulting from your Center's plans that you furnished to us pursuant to Section 2.4 before implementing the changes. You hereby grant us access to your Center and Location while work is in progress. We may make such on-site inspections as we may deem reasonably necessary to evaluate such progress. We may require any reasonable modifications of the construction of your Center premises thereof that we consider necessary or desirable in our reasonable business judgment. If you fail to promptly begin the design, construction, equipping and opening of your Center with due diligence, we may elect to terminate this Agreement immediately upon notice to you. All signs at your Center must conform to our sign criteria, unless you demonstrate good cause and we consent in writing to such non-conformance.

2.5.3. When construction is complete and before you open your Center: (A) your architect and general contractor must provide us with a certificate stating that the as-built plans for the Center fully complies with the ADA; the architectural guidelines under the ADA; and, all other laws, rules, regulations, codes and ordinances applicable to the Center and the Location, including any requirements

set forth in the lease for the Location and any building codes, fire codes and permit requirements; and (B) you must provide us with a completed ADA certification substantially in the form of Exhibit K to this Agreement.

2.5.4. You shall notify us of the scheduled date for completion of construction or remodeling no later than thirty (30) days prior to such date. We will have the right, but not the obligation, to conduct a final inspection of the completed Center before it opens. We may require any corrections and modifications we consider reasonable and necessary to bring the Center into compliance with the plans and specifications we approved. The Center will not be allowed to open if the Center does not conform to the approved plans and specifications, including changes thereto that we may approve. You acknowledge and agree that you will not open the Center for business without our written authorization.

2.6. Specifications and Sources of Supply. We will provide you with a sample layout for the interior of a prototype Center and a set of typical preliminary plans and specifications for, and approved sources of supply of, your Center's furniture, fixtures, equipment, signs, décor and/or other trade dress elements. We reserve the right to be (and earn a profit as) an approved source or the only approved source of certain of your Center's furniture, fixtures, equipment , signs, décor and/or other trade dress elements. If we have not specified a source of supply for any such item, then you may purchase that item from any source, so long as the items purchased are in strict accordance with any specifications concerning the item which we have issued in the Manual or otherwise. You must obtain our advance written consent before deviating in any fashion from our specifications. All signs at your Center must conform to our sign criteria.

2.7. Opening Date; Time is of the Essence. You must open the Center and commence business within twelve (12) months after: (i) the effective date of this Agreement, or (ii) the date we approved the site for the Center, whichever shall occur first. **You acknowledge that time is of the essence.** The date the Center actually opens for business to the public is herein called the "Opening Date". Prior to opening, you shall complete all exterior and interior preparations for the Center, including installation of equipment, fixtures, furnishings and signs, pursuant to the plans and specifications reasonably approved by us, and comply with all of your other pre-opening obligations, including, but not limited to, those obligations described in Sections 2.2 through 2.7, to our reasonable satisfaction. We may immediately terminate this Agreement with no opportunity to cure, if you fail to open your Center within the timeframe required above, subject to Force Majeure (as defined in Section 17.2.5).

ARTICLE 3
TERM AND RENEWAL

3.1. Initial Term. Unless sooner terminated as provided in Article 17 hereof, the initial term of this Agreement shall begin on the Effective Date hereof and continue for a period of ten (10) years (the "**Initial Term**").

3.2. Renewal Term and Renewal Agreement. You shall have an option to enter into one (1) Renewal Franchise Agreement featuring a term of ten (10) years (the "**Renewal Term**"), if you have complied with the conditions and procedures for renewal specified in Sections 3.2.1 and 3.2.2 below. The Renewal Term will begin on the date that the Initial Term expires and the Renewal Franchise Agreement will supersede this Agreement. Renewal Franchise Agreements will not take the form of an extension of this Agreement; but, instead, will each take the form of our then-current franchise agreement and may materially vary from this Agreement in all respects, except that no "initial franchise fee" will apply to you; the boundaries of your Designated Territory will remain the same; you will have no additional right of renewal; and, the Royalty Fee on renewal will not be greater than the Royalty Fee that we then impose on similarly situated renewing franchisees.

3.2.1. Conditions to Renewal. Your right to enter into a Renewal Franchise Agreement will be conditioned on the following:

(a) Throughout the Initial Term of this Agreement and at the time of renewal, you must have performed all of your material obligations and been in full compliance with the terms of this Agreement, the Manual and other agreements between you and us or our affiliates.

(b) At the time of renewal, you must be current on the payment of all monetary obligations to us and any of our affiliates and at all times during the preceding twelve (12) months you must have been current on the payment of all monetary obligations to the lessor or sublessor of your Center and any material third party supplier of yours.

(c) Before commencement of the Renewal Term, you must refurbish, redesign, remodel, upgrade and/or renovate your Center as we require in order for your Center to meet our then-current standards and image for Wise Wonder Enrichment Centers.

(d) You or your Center Manager (as applicable) and any other management and staff we designate must attend and successfully complete any training that we may reasonably require, at your expense.

(e) You must pay to us a renewal fee equal to Twenty-Five Percent (25%) of our then-current Initial Franchise Fee.

(f) You must be able to renew the lease for your Center on terms acceptable both to you and us, or lease a substitute a Location acceptable to and approved by us, without any interruption of business in compliance with the terms of Section 1.4.

(g) You must execute our then-current form of general release running in favor of us, our affiliates and our respective officers, directors and shareholders releasing all claims against us, our officers, directors and shareholders. This general release will not release us from any future claims related to any Renewal Franchise Agreement but will release us from any and all claims you may have related to this Agreement.

If you have satisfied these conditions, then we will provide you with a Renewal Franchise Agreement in the manner specified in the following section.

3.2.2. Renewal Procedures. You must exercise your renewal right under this Agreement in the following manner:

(a) You must notify us in writing no more than nine (9) months and no less than six (6) months before the expiration of the Initial Term of this Agreement of your desire to enter into a Renewal Franchise Agreement.

(b) Within thirty (30) days after our receipt of your notice, we will deliver to you a copy of our then-current franchise disclosure document (if we are then legally required to do so) and a copy of your Renewal Franchise Agreement in a form ready to be executed by you (together, the "**Renewal Package**"). You must acknowledge receipt of the Renewal Package in any fashion that we reasonably specify.

(c) No sooner than fifteen (15) days, but no later than twenty-five (25) days, after you receive our Renewal Package, you must execute the Renewal Franchise Agreement and return it to us.

(d) If you have exercised your renewal right as described above and have complied with all of the procedures set forth herein, and on the date of expiration of the Initial Term you satisfy all of the conditions to renewal identified in Section 3.2 above, then we will execute the Renewal Franchise Agreement previously executed by you and will, deliver one (1) fully executed copy of your Renewal Franchise Agreement to you.

(e) Time is of the essence with regard to this Section 3.2. If you do not perform any of the acts or deliver any of the writing required herein in a timely fashion, this will be considered your conclusive election not to exercise your right to enter into a Renewal Franchise Agreement and such right will then automatically lapse and expire without further notice or action by us. If this occurs, this Agreement will terminate at the end of the Initial Term, except for the post-termination and post-expiration provisions of this Agreement which by their nature are intended to survive.

3.3. Renewal Under Law. If applicable law requires us to give you notice of expiration of this Agreement at a specified time prior to such expiration, and we have not done so, then the term of this Agreement will be extended to the date following which our notice has been given and the legally required notice period has expired.

ARTICLE 4
FEES

4.1. Initial Franchise Fee. You shall pay to us an initial franchise fee of Forty Thousand Dollars ($40,000) (the "**Initial Franchise Fee**"). The Initial Franchise Fee shall be paid upon the execution of this Agreement. The Initial Franchise Fee is not refundable and shall be deemed fully earned when paid in consideration of the administrative and other expenses incurred by us in granting the franchise hereunder and for our lost or deferred opportunity to grant such franchise to any other party, and not in exchange for any particular programs, products, services or assistance.

4.2. Royalty Fees. During the Initial Term of this Agreement, you shall pay to us a continuing monthly royalty fee ("**Royalty Fee**") equal to Seven Percent (7%) of the Center's prior month's Gross Revenues (as defined in Section 4.5 below). The Royalty Fee shall be due and payable by no later than the 10th day of each month based on the Gross Revenues for the preceding month, provided that such day is a business day. If the date on which such payments would otherwise be due is not a business day, then payment shall be due on the next business day. The Royalty Fee is solely in consideration of our granting you the franchise conferred by this Agreement and is not in exchange for any particular goods, services or assistance we may furnish you.

4.3. Brand Fund Contribution. When we establish a Brand Fund, you shall pay to us a monthly Brand Fund contribution ("**Brand Fund Contribution**") during the Initial Term of this Agreement in an amount not to exceed Three Percent (3%) of the Center's prior month's Gross Revenues. The Brand Fund Contribution shall be payable to us at the same time and in the same manner as the Royalty Fee. Notwithstanding the foregoing, you will not be required to pay us any Brand Fund Contribution unless and until at least 10 Wise Wonder Enrichment franchises have commenced operations.

4.4. Technology Fee. During the Initial Term of this Agreement, you shall pay to us a monthly technology fee in the amount of Two Hundred and Fifty Dollars ($250) ("**Technology Fee**"). This Technology Fee is payable to us at the same time and in the same manner as the Royalty Fee. The

Technology Fee is not refundable and shall be deemed fully earned when paid and is and not in exchange for any particular programs, products, services or assistance.

4.5. Definition of Gross Revenues. "**Gross Revenues**" means all revenues and income from any source that you directly or indirectly derive or receive from, through, by or on account of the operation of your Franchised Business and/or Center, whether received in cash, in services, in kind, from barter and/or exchange (valued at the full retail value of the goods or services received), on credit (whether or not you ultimately receive payment on credit transactions), or otherwise. Gross Revenues specifically includes, without limitation, revenues and income you receive from the proceeds of any business interruption insurance policies and/or the sale of any promotional or premium items. You may deduct from Gross Revenues, to the extent they had been included in your calculation of Gross Revenues, documented refunds, charge backs, credits and allowances that you give in good faith to customers; proceeds from property damage or liability insurance; and proceeds from any civil forfeiture, condemnation, or seizure by government entities. You may also deduct from Gross Revenues all sales taxes or similar taxes which you legally charge to customers if you add the taxes when you charge the customer; send the tax payments to the appropriate tax authorities when due; furnish us within thirty (30) days of payment an official receipt for the payment of the taxes or any other evidence that we reasonably consider acceptable; and, state in the weekly report required by Section 4.8 of this Agreement the amount of all these taxes and the payments to which they relate. In the event of a cash shortage, the amount of Gross Revenues shall be determined based on the records of the electronic cash register system and any cash shortage shall not be considered in the determination.

4.6. Fees and Interest on Overdue Amounts. Any payment or report not actually received by us on or before its due date shall be deemed overdue. Time is of the essence with respect to all payments to be made by you to us. All unpaid obligations under this Agreement shall bear interest from the date due until paid at the lesser of: (i) one and half percent (1.5%) each month; or (ii) the maximum rate allowed by applicable law. In addition, we reserve the right to charge a fee equal to One Hundred and Fifty Dollars ($150) per occurrence for your failure to timely submit any report or financial statements or failure to timely pay any fee required hereunder. Further, in the event a check is bounced or an EFT payment fails due to insufficient funds, we may also charge a fee equal to $50 per occurrence. This provision does not constitute consent to late payments or an agreement to extend credit. If you are delinquent in any required payment, we or our affiliate may apply any payment from you to any obligation due in whatever order and for whatever purposes as we determine, whether or not there is any contrary designation by you. You may not withhold, set-off or recoup payment of any amount due on the grounds of the alleged non-performance or breach of any of our or our affiliates' obligations under this or any other agreement.

4.7. Other Payments. In addition to all other payments under this Agreement, you agree to pay us or our affiliates immediately upon demand: (a) all sales taxes, trademark license taxes, gross receipts taxes and any other taxes imposed on or required to be collected or paid by us, our affiliates and/or our third party designees (as applicable) (excluding any corporate income taxes imposed on us, our affiliates and/or our third party designees) because we, our affiliates and/or our third party designees (as applicable) have furnished programs or services to you, collected any fee from you, licensed our Proprietary Marks to you and/or entered into this Agreement with you; (b) all amounts we advance, pay or become obligated to pay on your behalf for any reason; (c) any amount to reimburse us for costs and commissions paid or due to a collection agency or in connection with our collection efforts; and (d) all amounts you owe us or our affiliates for programs, products or services that you purchase from us or our affiliates.

4.8. Reporting and Payments to Us.

4.8.1. Each such Royalty Fee shall be preceded by a monthly report itemizing the Gross Revenues for the preceding calendar month ("**Monthly Report**") by the 10th day of the following month

(or next business day if such day is not a business day). The Monthly Report will consist of a statement reporting all Gross Revenues for the preceding month, a breakdown of the source of such Gross Revenues (e.g., for each program, product and service) and your calculation of the Royalty Fee and Brand Fund Contribution due thereon, all in the manner and form we prescribe. You must manually or electronically sign the Monthly Report as we direct. We reserve the right to require you to file your Monthly Reports electronically or through any now or hereafter developed mode of communication and/or data transmission. You also agree to furnish to us any other financial or non-financial data that we request concerning the activity of your Franchised Business in the form, manner and frequency that we request it.

4.8.2. If you do not report the Center's Gross Revenues, we may debit your account for one hundred twenty percent (120%) of the last Royalty Fee and Brand Fund Contribution that we debited. If the Royalty Fee and Brand Fund Contribution we debit are less than the Royalty Fee and Brand Fund Contribution you actually owe to us, once we have been able to determine the Center's true and correct Gross Revenues, we will debit your account for the balance on a day we specify. If the Royalty Fee and Brand Fund Contribution we debit are greater than the Royalty Fee and Brand Fund Contribution you actually owe, we will credit the excess against the amount we otherwise would debit from your account for the next payment due.

4.8.3. By executing this Agreement, you agree that we shall have the right to withdraw funds from your designated bank account by electronic funds transfer ("**EFT**") in the amount of the Royalty Fee, Brand Fund Contribution and any other payments due to us and/or our affiliates. You shall, upon execution of this Agreement or at any time thereafter at our request, execute such documents or forms as we or your bank determine are necessary for us to process EFTs from your designated bank account for the payments due hereunder. If payments are not received when due, interest may be charged by us in accordance with Section 4.6 above. Upon written notice to you, you may be required to pay such fees directly to us in lieu of EFT, at our sole discretion. We reserve the right to change the required transmission of these and any other payments required under this Agreement to direct account debit or other similar technology now or hereafter developed to accomplish the same purpose. You agree to deposit and maintain at all times sufficient funds to cover all fees and payments you owe to us and our affiliates in a segregated bank account (the "**Bank Account**") that you form and maintain for the Franchised Business and Center. The Bank Account must have the capacity to make payments through the means we designate, and you must sign all documents required by your bank, our bank and us or for approval and implementation of the debit or transfer process. You may not change the Bank Account without our advance written approval. You agree to pay all costs of direct account debit, electronic funds transfer or other similar technology we designate. You agree, upon our request, to execute and provide us with an electronic transfer authorization document in the form of Exhibit E to this Agreement.

4.8.4. You understand and acknowledge that we have the right, at our sole option upon notice to you, to change periodically the timing and terms for payment of Royalty Fees, Brand Fund Contribution and other amounts payable to us under this Agreement.

ARTICLE 5
OUR OBLIGATIONS

We agree to provide the services described below with regard to the Center:

5.1. Site Selection Assistance. We may, but are under no obligation to, assist you in the selection of the site for your Center. If we elect to assist you in locating a site for your Center, you will be required to pay our then-current site selection assistance fee and reimburse us for the reasonable expenses we (or our designees or representatives) incur in connection with providing such assistance, including, without limitation, the costs of travel, lodging and meals.

5.2. Confidential Operations Manual; Policy Statements. We will lend you one (1) copy of our confidential operating manuals (the "**Manual**"). The Manual may take the form of one or more of the following: one or more loose leaf or bound volumes; bulletins; notices; videos; CD-ROMS; other electronic media; online postings; e-mail and/or electronic communications; facsimiles; or, any other now or hereafter developed medium capable of conveying the Manual's contents. The Manual may, in our discretion, be provided electronically or via an intranet website for all Centers in the System. The Manual will, among other things, set forth our operating systems, procedures, policies, methods, standards, specifications and requirements for operating your Franchised Business. To protect our reputation and goodwill and to maintain high standards of operation under the Proprietary Marks, you shall conduct your business in accordance with the Manual, other written directives which we may reasonably issue to you from time to time whether or not such directives are included in the Manual, and any other manuals and materials created or approved for use in the operation of the Franchised Business.

The Manual, any written directives, and any other manuals and materials issued by us and any modifications to such materials shall supplement and be deemed part of this Agreement. We have the right to prescribe additions to, deletions from or revisions of the Manual (the "**Supplements to the Manual**"), all of which will be considered a part of the Manual. All references to the Manual in this Agreement will include the Supplements to the Manual. Supplements to the Manual will become binding on you as if originally set forth in the Manual, upon being delivered to you.

You acknowledge that we are the owner of all proprietary rights in the Manual and all intellectual property rights connected therewith (including common law copyright) and that you are acquiring no property or other right to the Manual other than a license to use it and comply with it during the Initial Term and any renewal thereof of this Agreement. You agree to ensure at all times that your copy of the Manual is current and up-to-date. If there is any dispute as to your compliance with the provisions of the Manual and any Supplements to the Manual, the master copy of the Manual and any Supplements to the Manual maintained at our principal office will control.

In addition to the Manual, we may issue policy statements designed to provide you with information and/or insight as to our current thinking about various business issues or strategies. Policy statements are not part of the Manual, are not contracts and do not create any contractual or other binding obligation on either you or us.

You shall at all times treat the Manual, any of our written directives, and any other manuals and materials, and the information contained therein as confidential and shall maintain such information as trade secret and confidential in accordance with this Article 5. You shall divulge and make such materials available only to such of your employees as must have access to it in order to operate the Center and are required to at all times keep such Manual in a secure place on the Center premises. You shall not at any time copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above. If you need a replacement copy of the Manual, we reserve the right to charge you a replacement fee equal to Five Hundred Dollars ($500).

5.3. Initial Training Program. Not later than forty-five (45) days prior to the Opening Date, your Operating Principal and your Center Manager must attend and successfully complete, to our reasonable satisfaction, our initial training program (the "Initial Training Program"). In addition, we reserve the right to also require that all owners of the franchise attend and successfully complete the Initial Training Program.

If the Initial Training Program is (a) not completed within the timeframe required by us, (b) not satisfactorily completed by the required trainees, or (c) if we, in our reasonable business judgment, based upon the performance of the trainees, determine that the Initial Training Program cannot be satisfactorily completed by any such person, then that person may re-enroll in our next scheduled Initial Training Program at no additional charge. We will have the right to terminate this Agreement if, following your Initial

Training Program (including re-enrollment training), we determine that any of the required trainees have failed to attend or successfully complete our Initial Training Program to our satisfaction, in our business judgment. This failure will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

The Initial Training Program includes approximately five (5) days of training, which we may provide at our headquarters, at our affiliate's Center located in New York City, New York, at your Center or at another location we designate. We will determine the date of commencement, location (and whether in-person or virtual, as we may determine for safety or other reasons in our sole discretion) and duration of the Initial Training Program and notify you of them.

We will provide the Initial Training Program to up to two (2) trainees at no expense to you (other than the expenses incurred by your trainees or attendees in connection with attending the training program, including their salaries, travel costs, meals, lodging and other living expenses). However, if you wish to send additional employees and/or replacement/successor employees to the Initial Training Program, whether before your Center opens or while your Center is operating, you shall pay to us a fee equal to $500 per person per day for each additional trainee (and you will pay all of the expenses incurred by such trainees or attendees in connection with attending such training program, including their salaries, travel costs, meals, lodging and other living expenses).

We reserve the right at all of our training programs to determine the duration of such programs, what subjects are included in the curriculum of our training programs and to train any number of individuals from any number of businesses, whether franchised or otherwise affiliated with us, at the same time. Under no circumstance will you be compensated for any work your trainees may perform or services your trainees may render in the course of participating in any of our training programs. We reserve the right to furnish our training programs by means of a company intranet or other electronic means of communication (such as web based tutorials, video streaming, or through other now or hereafter developed media).

5.4. On-Site Opening Support. If you are opening your first Center, we will provide you with at least one of our representatives, for approximately 3 days, following your completion of all pre-opening obligations and our determination of your authorization to open, to furnish on-site opening support ("**On-Site Opening Support**"). There is no additional fee associated with the On-Site Opening Support; the fee is included in the Initial Franchise Fee. However, if (a) you request an additional or extended period of On-Site Opening Support or (b) you are opening your second or later Center, we may (as determined in our sole discretion), but need not, furnish such On-Site Opening Support. If we do, you will be required to pay us our then-current training fee (currently, $500 per person per day) and reimburse us for all of the costs and expenses we incur in connection with such additional or extended On-Site Opening Support, including our trainees' salaries, travel costs, meals, lodging and other living expenses.

5.5. On-Going Training. We reserve the right to develop and conduct additional or refresher training programs and seminars and other related activities regarding the operation of the Center which the personnel we designate must attend and successfully complete. We will determine the duration, curriculum and location of these future additional training programs. We reserve the right to furnish such programs by means of a company intranet or other electronic means of communication (such as web based tutorials, video streaming, or through other now or hereafter developed media). If we do, we may charge you a fee equal to $500 per person per day, and you also agree to pay all of the expenses incurred by your trainees or attendees in connection with any additional training programs we develop, including their salaries, travel costs, meals, lodging and other living expenses.

5.6. Conferences, Meetings and/or Conventions. We reserve the right to develop and conduct annual meetings, conferences, conventions which the personnel we designate must attend. We will determine the duration and location of these annual meetings, conferences, conventions, if developed. We reserve the right to charge our then-current training fees for such programs, up to $1,500 per person, and

you also agree to pay all of the expenses incurred by your attendees in connection with these programs, including their salaries, travel costs, meals, lodging and other living expenses.

5.7. Field Support Services. After you open your Center, we may from time to time offer you field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also at any time communicate with our headquarters for consultation and guidance with respect to the operation and management of your Franchised Business. The timing of our field support and headquarter consultation services will be subject to the availability of our personnel.

5.8. Accounting, MIS and POS Systems. We may, but need not specify the electronic and/or written accounting and management information system ("**MIS**"), procedures, formats and reporting requirements which you will utilize to account for your Franchised Business; maintain your financial records and Center data; and, generate reports for both you and us. In addition to operating reports, payroll, cash management and general ledger accounts, these systems may be tailored to provide computerized point-of-sale ("**POS**") scanning and invoice entry and/or automated "smart phone" (or other) customer purchase tracking/payment transactions. You will be solely responsible for performing all bookkeeping, recordkeeping and accounting duties prescribed under this Agreement or in the Manual and for bearing the costs of these activities.

5.9. Pricing. Because enhancing Wise Wonder Enrichment interbrand competitive position and consumer acceptance for Wise wonder Enrichment programs, products and services is a paramount goal of us and our franchisees, and because this objective is consistent with the long term interest of the System overall, we may exercise rights with respect to the pricing of Center programs, products and services to the fullest extent permitted by then-applicable law. These rights may include (without limitation) prescribing the maximum and/or minimum prices which you may charge for the foregoing; advertising specific prices for some or all of the foregoing, which prices you will be compelled to observe (colloquially referred to as "price point advertising campaigns"); engaging in marketing, promotional and related campaigns which you must participate in and which may directly or indirectly impact your prices; and, otherwise mandating, directly or indirectly, the maximum and/or minimum prices which you may charge. We may engage in any such activity either periodically or throughout the Initial Term and any renewal thereof of this Agreement. Further, we may, in our discretion, engage in such activity only in certain geographic areas (cities, states, regions) and not others; with respect to certain types of Centers but not others; or, with regard to certain subsets of franchisees and not others. You acknowledge and agree that any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your Franchised Business and you irrevocably waive any and all claims arising from or related to our prescription or suggestion of your Franchised Business' retail prices.

5.10. Nature of Obligations. All our obligations under this Agreement are to you alone. No other party is entitled to rely on, enforce or obtain relief for breach of any of our obligations hereunder, either directly or by subrogation.

ARTICLE 6
YOUR AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1. General Representations.

6.1.1. You covenant and agree to make all commercially reasonable efforts to operate the Center so as to achieve optimum sales.

6.1.2. This Agreement will be binding upon you and your successors and assigns when executed.

6.1.3. You do not have any material liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements, which you have furnished to us before the execution of this Agreement.

6.1.4. As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your officers, directors, principal shareholders, proprietors, partners or principals (as applicable) after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of your assets, properties, rights or business; your right to operate and use your assets, properties or rights to carry on your business; and/or which affects or could affect your right to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

6.1.5. Neither you nor any of your owners are a party to any contract, agreement, covenant not to compete or other restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

6.1.6. All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

6.2. Representations of Business Entity. If you are a corporation, limited liability company, partnership, or any other type of business entity, you represent, warrant and covenant that: (i) you are duly organized and validly existing under the state law of your formation; (ii) you are duly qualified and are authorized to do business in each jurisdiction in which your business activities or the nature of the properties owned by you require such qualification; and, (iii) the execution of this Agreement and the consummation of the transactions contemplated hereby are within your power under your governing and operating agreements and have been duly authorized by you.

6.3. Requirements of Business Entity. You agree that you must comply with the following requirements (which will also apply to any assignee of this Agreement which is a business entity):

6.3.1. Your corporate charter, operating agreement, or written partnership agreement must at all times provide that your activities are confined exclusively to the operation of the Center;

6.3.2. You must furnish us with all of your formation, organizational and governing documents; a schedule of all owners (indicating as to each its percentage ownership interest); any shareholder, partnership, membership, buy/sell or equivalent agreements and documents; and, a list of all of your officers, directors and managers (as applicable).

6.3.3. You must accurately and completely describe all of the ownership interests in you in Exhibit C. You must promptly notify us in writing of any change in any of the information specified, or in any document referred to, herein and secure our prior written consent regarding such change.

6.3.4. The articles of incorporation, articles of organization, articles of partnership, partnership agreement, articles of association, memorandum of association, and/or other organizational documents of, and the bylaws, operating agreement, partnership agreement or other governing documents of your business entity must recite that the issuance and transfer of any interest therein is subject to the restrictions set forth in this Agreement. All issued and outstanding stock certificates or ownership interest

certificates of your business entity must bear a legend referring to the restrictions in this Agreement substantially in the following form:

> ***"The transfer of this certificate is subject to the terms and conditions of a Franchise Agreement entered into with Wise Wonder Enrichment Franchising LLC. Reference is made to the provisions of said agreements and to the articles/charter and bylaws/operating agreement of this company."***

6.3.5. The entity may not use the Proprietary Marks or any confusingly similar words or symbols, in the entity's name. In particular, Franchisee may not use the words "Wise Wonder Enrichment", "Wise Wonder" or any variant as part of its business entity name.

6.3.6. In accordance with Section 23.2, each of your owners must unconditionally guarantee Franchisee's full and timely compliance with the terms and performance of its obligations hereunder by signing a continuing guaranty in substantially the form attached as Exhibit J to this Agreement. A material breach of any such continuing guaranty is a material breach of this Agreement.

6.3.7. Without our prior written consent (which shall not be unreasonably withheld, delayed or conditioned), you may not permit any mortgage, lien, pledge or other security interest in respect of any of your business entity's shares, equity interests or other ownership interests without our prior written consent. Any violation of the preceding restriction will give us the right to terminate this Agreement immediately upon notice to you.

6.4. Participation in the Center; Operating Principal; Center Manager; Employees.

You must personally supervise the operation of the Franchised Business, unless we permit otherwise in writing, and devote the necessary time and your best efforts for the proper and effective operation of the Franchised Business. If we license you to operate more than one Center, you must devote the time necessary for the proper and effective operation of all your Centers.

If you are an individual, you must serve as "**Operating Principal**" and if you are an entity franchisee, you must designate an individual who either owns a majority interest in the Franchised Business or, where there is no majority owner, who we otherwise approve of in writing, to serve as the "Operating Principal". The Operating Principal will have complete decision making authority with regard to your Franchised Business and have authority to in all respects act on your behalf, will be the sole individual with whom we will be required to communicate when we seek to communicate with you. You must inform us in writing of your Operating Principal and any replacement Operating Principal in advance. We must approve your Operating Principal before you appoint them. The Operating Principal (if an entity) must attend and successfully complete the Initial Training Program to our satisfaction. After an Operating Principal's death, disability or termination of employment, you must immediately notify us, and you must designate a successor or acting Operating Principal within 10 days.

In addition, you must either serve as (if you are an individual) or designate a "**Center Manager**" acceptable to us to direct the operation and management of the Center. An entity franchisee must designate a Center Manager. The Center Manager shall be responsible for the daily operation of the Center. The proposed Center Manager must demonstrate to our satisfaction (both at the time of approval and on a continuing basis thereafter) that he/she satisfies our educational, managerial and business standards; has the aptitude and ability to conduct, operate and supervise your Center; and can devote full time and commercially reasonable efforts to the supervision and management of the Center. The Center Manager must successfully complete the Initial Training Program. Upon the death, disability or termination of

employment of your Center Manager, for any cause or reason, you must immediately notify us. You must designate a successor or acting Center Manager promptly and, in any event, no later than ten (10) days following the death, disability or termination of the predecessor Center Manager. The above protocols and procedures governing your proposal and our approval of your initial Center Manager shall apply to any successor Center Manager you may propose. Any successor Center Manager must possess those credentials set forth in our Manual, must attend and successfully complete our next scheduled Initial Training Program and must attend and successfully complete such other reasonable training at such times as we may specify, all at your expense. The failure to employ and train a successor Center Manager will constitute a material breach of this Agreement.

In addition to the foregoing, you agree to maintain a competent, conscientious, trained staff in sufficient numbers as we require so that you may promptly, efficiently and effectively service customers. You alone are solely responsible for the acts and omissions of your employees and agents, including, without limitation, its Center Manager, and for the hiring, firing, setting hours for and supervising all of your employees and establishing employment policies applicable to your employees, and you understand and agree that this Agreement does not impose any controls, or otherwise impinge, on your sole discretion to make all employment-related decisions. You must impart to your management and employees the latest procedures, techniques, policies and standards of the System, and conduct the in-house meetings, training sessions, electronic training programs or other programs that we specify in our Manual or otherwise or as you – using your reasonable business judgment – determine are necessary, appropriate or desirable, using any material and programs we may provide for this purpose. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Proprietary Marks in any way shifts employee or employment-related responsibility from you to us.

6.5. Compliance with Laws. You agree to adhere to the highest standards of honesty, integrity and fair dealing in all dealings with the public and to operate your Franchised Business in strict compliance with all laws, rules, regulations, ordinances, policies and procedures of any federal, state, county, municipal or local governmental or quasi-governmental agency, commission and/or authority which govern the construction or any element of the operation of your franchised Center and Franchised Business. You also agree to obtain and keep in good standing all licenses, permits and other governmental consents and approvals which are now or hereafter required to operate your Center and Franchised Business now or in the future.

You represent and warrant to us that, as of the date of this Agreement and at all times during the Initial Term and any renewal thereof hereof, and to your actual or constructive knowledge, neither you, any affiliate of yours, any individual or entity having a direct or indirect ownership interest in you or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director, manager, or management employee of any of the foregoing, nor any funding source you utilize is or will be identified on the list of the U.S. Treasury's Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. You agree that you will immediately notify us in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect. Notwithstanding anything to the contrary in this Agreement, you may not allow, effect or sustain any transfer, assignment or other disposition of this Agreement to a "Specially Designated National or Blocked Person" (as defined below) or to an entity in which a "Specially Designated National or Blocked Person has an interest. For the purposes of this Agreement, "Specially Designated National or Blocked Person" means: (i) a person or entity designated by OFAC (or any successor officer agency of the U.S. government) from time to time as a "specially designated national or blocked person" or similar status; (ii) a person or

entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or, (iii) a person or entity otherwise identified by any government or legal authority as a person with whom you (or any of your owners or affiliates) or we (or any of our owners or affiliates) are prohibited from transacting business.

You further agree that you will not hire, retain, employ or otherwise engage the services of any individual or entity in contravention of the Patriot Act; any law, rule or regulation pertaining to immigration or terrorism; or, any other legally prohibited individual or entity. Any violation of any such laws by you or your owners, or any blocking of your or any of your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

6.6. Compliance with All Other Obligations. You shall comply with all other requirements and perform such other obligations as provided hereunder.

ARTICLE 7
FRANCHISE OPERATIONS

7.1. Compliance with Standards. You understand the importance of maintaining uniformity among all of the Centers and the importance of complying with all of our standards and specifications relating to the operation of the Center. Accordingly, you must operate your Center in accordance with all standards, procedures and techniques that we specify and comply, at all times, with every provision of this Agreement, the System and the Manual. You must refrain from any deviation from our standards and specifications without our prior written consent. You may not use the System or the Proprietary Marks for the benefit of any business other than your Center. You may not conduct (or permit anyone else to conduct) any business at your Accepted Location other than the Franchised Business embraced by this Agreement without first obtaining our written consent, which we may withhold for any reason or no reason. You acknowledge, understand and agree that your strict compliance with the System, this Agreement and the Manual are of the essence to this Agreement and are critically important to you, us and all other franchisees, since your failure to adhere to the System, this Agreement and/or the Manual may damage the reputation and goodwill enjoyed by Wise Wonder Enrichment network and the Proprietary Marks. In addition to exercising our termination rights under Article 17 below and such other rights and remedies available at contract and applicable law, in the event you fail to comply with our operational standards under this Agreement, we reserve the right to charge you a non-compliance fee in an amount ranging from Four Hundred Dollars ($450) to One Thousand Dollars ($1,000) per occurrence, plus reimbursement of the inspection and re-inspection costs incurred by us; provided, however, that for the avoidance of doubt, the application of this fee does not constitute our consent to such operational failure.

7.2. Modifications to the System. In our sole discretion, we may from time to time modify any components of the System and requirements applicable to you by means of Supplements to the Manual or otherwise, including, but not limited to, altering the programs, products, services, methods, standards, accounting and computer systems, forms, policies and procedures of the System; adding to, deleting from or modifying the programs, products and services which your Center is authorized and required to offer and participate in; modifying or substituting the equipment, signs, trade dress and other Center characteristics that you are required to adhere to (subject to the limitations set forth in this Agreement); and, changing, improving, modifying or substituting for the Proprietary Marks. In addition, we reserve the right to make any adjustments to our services offered to you as we may determine necessary, in our sole judgement, from time to time in order to protect health and safety. These adjustments may include, by way of example but without limitation, suspending in-person gatherings such as training, meetings and conferences; instead, such events may be conducted virtually. You agree to implement any such System modifications as if they were part of the System at the time you signed this Agreement. You acknowledge that because uniformity under many varying conditions may not be possible or practical, we reserve the right to materially vary our

standards or franchise agreement terms for any Center, based on the timing of the grant of the franchise, the peculiarities of the particular territory or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which we consider important to the successful operation of the Center. You will have no right to require us to disclose any variation or to grant the same or a similar variation to you.

7.3. Cobranding. We may determine from time to time to incorporate into the System programs, products or services which we either develop or otherwise obtain rights to, which are offered and sold under names, trademarks and/or service marks other than the Proprietary Marks and which your Center, along with other Wise Wonder Enrichment centers, will be required to offer and sell ("**Co-Branding**"). This Co-Branding may involve changes to the Proprietary Marks and may require you to make modifications to your Center's premises and the furniture, fixtures, equipment, signs and trade dress of your Center. If you receive written notice of our institution of Co-Branding, you agree promptly to implement that program at your Center at the earliest commercially reasonable time and to execute any and all instruments required to do so. Under no circumstance will any Co-Branding increase your Royalty Fee, Brand Fund Contribution or local advertising expenditure obligations under this Agreement.

7.4. Maintenance of Center. You shall maintain the Center in a high degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment (including, but not limited to, point of sale or computer hardware and software systems), and décor as we may reasonably direct in order to maintain system-wide integrity and uniformity. You shall also obtain, at your cost and expense, any new or additional equipment (including point of sale or computer hardware and software systems), fixtures, supplies and other products and materials which may be reasonably required by us for you to offer and sell new programs, products and services from the Center or to provide the Center services by alternative means. Except as may be expressly provided in the Manual, no material alterations or improvements or changes of any kind in design, equipment, signs, interior or exterior décor items, fixtures or furnishings shall be made in or about the Center or its premises without our prior written approval, which shall not be unreasonably withheld. In the event we notify you of any additions, alterations, repairs and replacements required to be made to your Center or the Accepted Location and you fail to make such additions, alterations, repairs and replacements within the timeframe we require, we shall have the right, without liability for trespass or tort, to enter the Accepted Location and make the additions, alterations, repairs and replacements, and you agree to promptly reimburse us for our expenses in so acting.

7.5. Health, Safety and Cleanliness of Center.

7.5.1. You shall meet (or exceed) and maintain the highest health standards and ratings applicable to the operation of your franchised Center. You shall furnish to us, within five (5) days following your receipt thereof, a copy of all inspection reports, warnings, citations, certificates, or ratings resulting from inspections of your Center conducted by any federal, state, county, local or other governmental agency, commission and/or authority.

7.5.2. You shall comply with our requirements and specifications concerning the quality, service and cleanliness of your Center; the programs, products and services sold, offered for sale and/or provided at the Center; and, the operation of the Center under the System, as those requirements may be specified by us in this Agreement, in the Manual or otherwise in writing.

7.5.3. We reserve the right to require you to contract with a third party company we designate to conduct healthy, safety and sanitation inspections of your Center and/or to reimburse us for the costs we incur in connection with our having such third party designee perform such inspection services on your behalf.

7.6. Remodeling and Redecorating. To assure the continued success of the Center, you shall, upon our request, remodel and/or redecorate the Center premises, equipment (including point of sale or computer hardware and software systems), signs, interior and exterior décor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Center to our then-current system-wide standards and specifications. We agree that we shall not request such remodeling and/or redecorating more frequently than every five (5) years during the term of this Agreement, except (i) that if the Center franchise is transferred pursuant to Article 14, we may request that the transferee remodel and/or redecorate the Center premises as described herein, and (ii) if the request is a change in the point of sale or computer systems necessary to comport with systemwide technological advances we may so require as necessary.

7.7. Requirements Concerning Programs, Products and Services.

7.7.1. Proprietary Products and Services. You must purchase from us or our affiliate (if we sell them) or our designated suppliers, certain proprietary products and services manufactured and/or developed in accordance with our proprietary methods, formulae and specifications and which constitute trade secrets of the System t ("Proprietary Products and Services") . The right to purchase and use the Proprietary Products and Services lasts only for the duration of the term of this Agreement. In addition to the Proprietary Products and Services, you must also purchase any other proprietary programs, products, supplies, equipment, materials and services used, offered or sold at your Center which now comprise, or in the future may comprise, a part of the System and which were developed by or on behalf of, are proprietary to or are kept secret by us or our affiliates, only from us, our affiliate or designated suppliers. We impose this requirement to advance uniformity of the concept and quality and to protect our trade secrets, which are of the essence to the System and this Agreement. We (or our affiliates or designees) will sell to you all Proprietary Products and Services under terms we develop and advise you of from time to time. We reserve the right to earn a profit on the sale of the Proprietary Products and Services or any other proprietary products to you.

7.7.2. Trademarked Products. We may specify certain items of clothing (such as T-shirts), uniforms merchandise, promotional products and other novelty items bearing our Proprietary Marks ("**Trademarked Products**"), which must be offered for sale in your Center in amounts sufficient to satisfy customer demand. You must purchase the Trademarked Products from us, our affiliates or our designated suppliers. We reserve the right to earn a profit on the sale of the Trademarked Products to you.

7.7.3. Other Programs, Products and Services You Use and Sell. All programs, products and services sold or offered at the Center must meet our then-current standards and specifications and be approved by us. In addition to the Proprietary Products and Services and the Trademarked Products, you must purchase, install and use in your Center all furniture, fixtures, indoor and outdoor equipment, décor, supplies, computers and communications hardware and software, signs forms, materials, products and services as we may reasonably require in the Manual or other written materials ("**Approved Programs, Products and Services**") and which are now part of the System or which we in the future incorporate into the System unless, as to any one or more Approved Programs, Products and Services, sale is prohibited by local law or regulation or we have otherwise granted you our advance written approval. You may not use or sell any program, product or service which is not a part of the System or which we delete from the System. We reserve the right to earn a profit on the sale of the Approved Programs, Products and Services to you.

If you desire to sell any program, product, or service which is not a part of the System, then you must obtain our advance written permission, which we may deny for any or no reason. If we grant such advance written approval, then the program, product or service in question will become a part of the System; we may, but will not be required to, authorize the program, product or service for sale at one or more other

Wise Wonder Enrichment Centers; we may subsequently revoke our approval for any or no reason; we will own all rights associated with the program, product, or service; and, you will not be entitled to any compensation therefor.

7.7.4. Sources of Supply and Specifications. We may designate one or more specific manufacturers or suppliers for Approved Programs, Products and Services, which may be us or our affiliates (an "**Approved Supplier**"). Further, we reserve the right to designate for either all Wise Wonder Enrichment centers or a subset of Wise Wonder Enrichment centers situated within one or more geographic regions, a single source Approved Supplier or single source regional supplier (collectively, "**Single Source Approved Suppliers**") of certain Approved Programs, Products and Services. If we do so, then immediately upon notification, you, we and all other Centers (or, as applicable, those in the designated geographic area) must purchase the specified products and services only from such Single Source Approved Supplier. However, if at the time of our notification you are already a party to a non-terminable supply contract with another vendor or supplier for the product in question, then your obligation to purchase from our Single Source Approved Supplier will not begin until the scheduled expiration (or earlier termination) of your pre-existing supply contract. We make no representation that we will have exclusive supply arrangements or, if we do so, that you would not otherwise be able to purchase the same products and/or services at a lower price from another supplier. We may add to, modify, substitute or discontinue exclusive supply arrangements with any Single Source Approved Suppliers in the exercise of our business judgment.

In addition, we may enter into supply contracts with one or more vendors for programs, products, supplies, equipment, materials and services on behalf of either all Wise Wonder Enrichment Centers or a subset of Wise Wonder Enrichment Centers situated within one or more geographic regions (each, a "**Systemwide Supply Contract**"). If we enter into such Systemwide Supply Contracts, all company-owned and franchised Centers in such designated geographic area(s) will be required to participate (and in connection with such participation, we may require you to either contract with and pay the vendor directly or to pay us on behalf of the vendor).

Upon request, we will furnish to you a list of Approved Programs, Products and Services, Approved Suppliers, Single Source Approved Suppliers and the specifications for other products where we do not designate Approved Suppliers or Single Source Approved Supplier. Except for those Approved Programs, Products and Services with respect to which we have designated an Approved Supplier or Single Source Approved Supplier, if you propose to use in the operation of your Center any product, supply, material, furnishing or equipment which has not yet been approved by us as conforming to our specifications and quality standards and/or from a supplier not yet approved in writing by us as a supplier to our franchisees, you must first notify us and obtain our approval.

We do not maintain written criteria for approving suppliers, and thus these criteria are not available to you or your proposed supplier. You shall not purchase or lease from any supplier until and unless such supplier has been approved in writing by us. To obtain our written approval for the alternative supplier: (i) you must submit a written request to us for approval of the supplier and then furnish us with the information, data and samples that we reasonably request for examination and testing; (ii) the supplier must meet our specifications to our reasonable satisfaction; (iii) the supplier must agree to allow us or our agents to conduct initial and continuing inspections of its facilities (the reasonable costs of which you will be required to bear); and, (iv) the supplier must demonstrate to our reasonable satisfaction that it is in good standing in the business community for financial soundness and reliability of its product or service. We may test, at your expense, the product or service of any supplier you propose, whether or not the supplier is then approved by us. Nothing in the foregoing shall be deemed to require us to approve any particular supplier or to require us to make available to prospective suppliers any standards, specifications, procedures or protocols that we, in our business judgment, deem confidential. We will give you notice of our approval or disapproval within thirty (30) days. If we test the product or service, you and/or any supplier must

reimburse us for all costs and expenses incurred by us associated with any testing, plus travel and lodging expenses. If we revoke approval of any supplier, we will give you written notice (in our Manual or otherwise).

We may issue, add to, modify or revoke our specifications in writing through our Manual or other written notices from time to time. We reserve the right, at our option, to re-inspect from time to time the facilities and products of any such Approved Supplier and to revoke our acceptance upon the supplier's failure to continue to meet any of our then-current criteria. If we revoke or delete any Approved Program, Product and Service or Approved Supplier, then you must cease using any such disapproved product, service or supplier (or any items purchased from a revoked source of supply) within ten (10) days following your receipt of written or electronic notice from us, unless the item or source of supply poses a threat to the health or safety of the public, in which case you must cease using such item or source of supply immediately upon notice from us orally, electronically, or in writing.

We reserve the right to direct that any supplier rebates, refunds, advertising allowances or other consideration payable or paid as a result of your purchases of products, services or equipment be paid directly to us as revenue. If we do so, then you hereby acknowledge that you will not assert any interest in or claims to such monies.

7.8. Operation of Center in Compliance with Our Standards. To ensure that the highest degree of quality and service is maintained, you shall operate the Center in strict conformity with such of our methods, standards and specifications set forth in the Manual and as may from time to time otherwise be prescribed in writing. In particular, you also agree:

7.8.1. To sell or offer for sale all items, products, programs, and services required by us and in the method, manner and style of distribution prescribed by us, only as expressly authorized by us in writing in the Manual or otherwise in writing.

7.8.2. To sell and offer for sale only the programs, products and services that have been expressly approved for sale in writing by us; to refrain from deviating from our standards and specifications without our prior written consent; and to discontinue selling and offering for sale any programs, products or services which we may, in our sole discretion, disapprove in writing at any time.

7.8.3. To purchase or lease and install, at your expense, all fixtures, furnishings, equipment (including point of sale and computer hardware and software systems), décor items, signs, delivery vehicles, and related items as we may reasonably direct from time to time in the Manual or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Center premises, without our prior written consent, any fixtures, furnishings, equipment, décor items, signs, games, vending machines or other items not previously approved as meeting our standards and specifications. If any of the property described above is leased by you from a third party, such lease shall be approved by us, in writing, prior to execution. Our acceptance shall be conditioned upon such lease containing a provision which permits any interest of yours in the lease to be assigned to us upon the termination or expiration of this Agreement and which prohibits the lessor from imposing an assignment or related fee upon us in connection with such assignment.

7.8.4. To purchase, install and maintain such equipment and a telecommunications line in accordance with our specifications to permit us access to, and the ability to retrieve by telecommunication, any information stored on a point of sale system (or other computer hardware and software) you are required to utilize at the Center premises as specified in the Manual, thereby permitting us to electronically inspect and monitor information concerning your Center (such as, Gross Revenues and such other information as may be contained or stored in such equipment and software). You shall obtain

and maintain high speed internet access or other means of electronic communication, at all times and in the manner specified by us from time to time. It shall be a material default under this Agreement if you fail to maintain such equipment, lines and communication methods in operation and accessible to us at all times throughout the term of this Agreement. We shall have access as provided herein at all times and in such manner as we shall from time to time specify.

7.8.5. To honor all credit, charge, courtesy or cash cards or other credit devices required or approved by us. You must obtain our written approval prior to honoring any previously unapproved credit, charge, courtesy or cash cards or other credit devices.

7.8.6. To sell or otherwise issue gift cards or certificates (together "**Gift Cards**") that have been prepared utilizing the standard form of Gift Card provided or designated by us, and only in the manner specified by us in the Manual or otherwise in writing. You shall fully honor all Gift Cards that are in the form provided or approved by us regardless of whether a Gift Card was issued by you or another Center. You shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by us in the Manual or otherwise in writing, including those relating to procedures by which you shall request reimbursement for Gift Cards issued by other Centers and for making timely payment to us, other operators of Centers, or a third-party service provider for Gift Cards issued from the Center that are honored by us or other Center operators. We reserve the right to alter the terms and conditions of any gift card or any other such programs, including reserving the right to apply changes retroactively to benefits already accrued under such programs. You must participate in our gift card program at your sole cost and expense (including, without limitation, accessing the portal and purchasing gift cards and equipment from our designated supplier(s)).

7.8.7. To participate in our customer Loyalty Program at your sole cost and expense. You shall issue and redeem (without any offset against any Royalty Fees) Loyalty program points in accordance with the procedures and policies that we specify in the Manual or otherwise in writing.

7.9. Complaints. You shall process and handle all consumer complaints connected with or relating to the Center, and shall promptly notify us by telephone and in writing of all of the following complaints: (i) child safety concerns, (ii) environmental, safety or health violations, (iii) claims exceeding Five Hundred Dollars ($500), and (iv) any other material claims against or losses suffered by you. You shall maintain for our inspection any governmental or trade association inspection reports affecting the Center or equipment located in the Center during the term of this Agreement and for thirty (30) days after the expiration or earlier termination hereof.

7.10. Testimonials and Endorsements. You agree to permit us (or any of our authorized agents or representatives) to communicate in any manner with your customers to procure customer testimonials and endorsements of the programs, products or services furnished by your Franchised Business and any related programs, products or services. You agree to cooperate with us in procuring testimonials and endorsements. You agree that we will be free to make whatever use of testimonials and endorsements that we determine, and that we will owe you absolutely no direct or indirect compensation or other duty as a consequence of our use.

7.11. Trade Accounts. You agree to maintain your trade accounts in a current status and to seek to promptly resolve any disputes with trade suppliers. If you do not maintain your trade accounts in a current fashion, we may pay any or all of the accounts on your behalf, but we will have no obligation to do so. If we pay any accounts on your behalf, then you agree to immediately repay us as provided by Section 4.7. If you do not keep your trade accounts current or make immediate repayment to us, this will be a material breach of this Agreement entitling us to terminate this Agreement following our giving you notice and an opportunity to cure your breach.

7.12. No Conflicting Agreements. During the Initial Term and any renewal thereof of this Agreement, you may not be party to any contract, agreement, business entity formation or governance document, mortgage, lease or restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

7.13. Taxes. You shall promptly pay when due all taxes levied or assessed upon your Franchised Business including, without limitation, all employment, workers' compensation and sales taxes. In the event you have any bona fide dispute as to your liability for taxes assessed, you may contest the validity of the amount of the tax in accordance with the procedures of the taxing authority or applicable law. However, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant, to occur against the premises of your Franchised Business, your Center or any improvements thereon.

7.14. Government Actions. You shall notify us in writing within five (5) days of the commencement of any action, suit or proceeding and/or the issuance of any citation, order, writ, injunction, award or decree of any court, agency or other governmental or quasi-governmental instrumentality, which may adversely affect the operation or financial condition of your Franchised Business.

7.15. Power of Attorney for Telephone Listings and Internet Accounts, Etc. Upon the execution of this Agreement or at any time thereafter, you shall, at our option, execute such forms and documents as we deem necessary, including, but not limited to, the forms of agreement attached to this Agreement as Exhibit F, to appoint us as your true and lawful attorney-in-fact with full power and authority for the sole purpose of assigning to us only upon the termination or expiration of this Agreement, as required under Section 18.1.8: (i) all rights to the telephone numbers of the Center and any related and other business listings; and (ii) Internet listings, domain names, internet accounts, advertising on the Internet or World Wide Web, websites, listings with search engines, e-mail addresses or any other similar listing or usages related to the Franchised Business. You agree that you have no authority to and shall not establish any website or listing on the Internet or World Wide Web without our express written consent, which consent may be denied without reason.

7.16. Power of Attorney for Taxes. Upon execution of this Agreement or at any time thereafter, you shall, at our option and upon our request, execute such forms and documents as we deem necessary to appoint us as your true and lawful attorney-in-fact with full power and authority for the sole purpose of obtaining any and all returns and reports filed by you with any state or federal taxing authority relating to the Franchised Business, substantially in the form of Exhibit G to this Agreement.

7.17. Customer Surveys; Mystery Shopper. You shall participate, at your sole cost and expense, in all customer surveys and satisfaction audits, which may require that you provide discounted or complimentary products and/or participate in a mystery shopper program, provided that such discounted or complimentary sales shall not be included in the Gross Revenues of the Center. Additionally, you shall participate in any complaint resolution and other programs as we may reasonably establish for the System, which programs may include, without limitation, providing discounts or refunds to customers.

7.18. Adequate Reserves and Working Capital. You must at all times maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under this Agreement and to cover the risks and contingencies of the Franchised Business for at least three (3) months. These reserves may be in the form of cash deposits or lines of credit.

7.19. Hours of Operation. You agree to continuously operate your franchised Center on the days and during the minimum hours that we from time to time may specify in our Manual or otherwise. You may establish hours of operation in addition to the required minimum hours, subject to applicable laws, rules or regulations.

7.20. Inspection. We (and any of our authorized agents or representatives, including outside accountants, auditors and/or inspectors) may enter your Center and any premises of your Franchised Business, and/or visit any locations at which you have prepared or provided or are providing programs, products or services to customers or maintain business records, and inspect and audit the programs, products, and services provided from or at such locations; the products and supplies contained at such locations and their condition; confer with your employees and customers; and, assess your operating systems and compliance with this Agreement. We may conduct such inspections with or without prior notice to you. You shall cooperate with us or our representatives conducting such inspections by rendering any assistance they may reasonably request. Following any such inspection, you agree to take such steps as are necessary and incorporate into your Center and your Franchised Business any reasonable corrections and modifications we require to maintain the standards of quality and uniformity we prescribe, as quickly as is reasonably possible and using all resources at your disposal. Should you, for any reason, fail to correct such deficiencies within a reasonable time as determined by us, we shall have the right and authority (without, however, any obligation to do so) to correct such deficiencies and charge you a reasonable fee for our expenses in so acting, payable by you immediately upon demand. In addition, we reserve the right to require you to contract with a third party company we designate to conduct health, safety and sanitation inspections of your Center and to require you to reimburse us for the costs we incur in connection with our having such third party designee perform such services on your behalf.

7.21. Intellectual Property You Develop. You hereby permanently and irrevocably assign to us any and all rights and interests (including intellectual property rights and interests) to any and all of the following which is developed, by you, your owners, your Center Manager or any of your employees or on your behalf, in whole or in part in connection with your Franchised Business or Center: all programs, products or services; all variations, modifications and/or improvements on programs, products or services; your means, manner and style of offering and selling programs, products and services; concepts; process; curricula; improvement; management techniques or protocols you may develop (or have developed); all sales, marketing, advertising and promotional programs, campaigns or materials developed by you or on your behalf; and, all other intellectual property developed by you or on behalf of your Franchised Business. We may authorize ourselves, our affiliates and/or other Franchised Businesses to use and exploit any such rights which are assigned to us hereunder. The sole consideration for your assignment to us of all of the foregoing rights shall be our grant of the franchise conferred upon you by this Agreement.

ARTICLE 8
ADVERTISING AND RELATED FEES

Recognizing the value of advertising and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

8.1. Advertising and Promotional Materials. You shall require all advertising and promotional materials, signs, decorations, paper goods (including all forms and stationery used in the Franchised Business), and other items which may be designated by us to bear the Proprietary Marks in the form, color, location and manner prescribed by us, including, without limitation, notations about the ownership of the Proprietary Marks.

8.2. Participation in Advertising. We may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all Centers operating under the System. You shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by us for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by us shall be final and binding

upon you. You shall bear all costs related to any promotional programs we require, including without limitation labor, marketing materials, furniture, equipment and/or food costs.

8.3. Local Advertising. In addition to the ongoing advertising contributions set forth herein, and subject to any allocation of your expenditures for local advertising to the Cooperative as described in Section 8.5, you shall spend, throughout the Term of this Agreement, a minimum of $4,000 each calendar quarter on local advertising and promotion for the Center in your Designated Territory ("**Local Advertising**"). You shall provide to us for our review and approval, not later than December 1st of each year, a proposed advertising budget and plan for the next calendar year. You shall also submit to us a quarterly update to your marketing plan before the end of every quarter including an expenditure report, verification copies of all advertising and any other information that we require to show that you complied with the local advertising requirements.

8.4. Brand Fund. We reserve the right to establish and administer a Brand Fund for the purpose of advertising the System on a regional, national or international basis (the "**Brand Fund**"). When we notify you that the Brand Fund has been established, you agree to contribute to the Brand Fund as described in Section 4.3 above. You agree that when we decide to establish the Brand Fund, it shall be maintained and administered by us or our designee as follows:

8.4.1. We shall direct all advertising programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. You agree and acknowledge that the Brand Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks and enhance the collective success of all Centers operating under the System. We may use monies from the Brand Fund to subsidize the costs of refresher training programs, to conduct mystery shopper programs and/or to offset the cost of an annual meeting of our franchisees. With respect to Centers operated by us, we may (but need not) contribute to the Brand Fund generally on the same basis as you. In administering the Brand Fund, we and our designees undertake no obligation to make expenditures for you which are equivalent or proportionate to your contribution or to ensure that any particular franchisee benefits directly or *pro rata* from the placement of advertising. We shall be entitled to reimbursement from the Brand Fund for our reasonable expenses in managing the Brand Fund.

You agree that the Brand Fund may be used to satisfy any and all costs of maintaining, administering, directing and preparing advertising (including, without limitation, the cost of preparing and conducting digital, television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; internet marketing; public relations activities; brand and consumer development research; employing advertising agencies to assist therein; social media initiatives; point-of purchase materials; consumer research, interviews and related activities; the creation, maintenance and periodic modification of Wise Wonder Enrichment website; reviewing any advertising material you propose to use (as provided below); search engine optimization; establishing a third party facility for customizing local advertising materials; accounting for Brand Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; costs associated with an online reservation system and digital gift cards; advertising at sports events; mailers, door hangers, freestanding inserts/coupons, brochures and sponsorships; mystery shoppers (both for the System and for competitive networks or units); celebrity endorsements; programs related to in-Center music streaming; conducting cryptocurrency, non-fungible token (NFTs) and other blockchain promotions; developing and maintaining a presence on any virtual platform (including, without limitation, the metaverse); other activities that we believe are appropriate to enhance, promote and/or protect the System; engaging advertising agencies to assist in any or all of the above activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other public relations and advertising agency fees; the costs of our personnel and other departmental costs for advertising that we administer or prepare internally; presenting refresher training

programs; and/or to offset the cost of an annual meeting of our franchisees. All sums paid by you to the Brand Fund shall be maintained in a separate account from our general funds and may be used to defray our expenses, if any, as we may incur in activities reasonably related to the administration or direction of the Brand Fund and advertising programs for franchisees and the System, as described above. The Brand Fund and its earnings shall not otherwise inure to our benefit. The Brand Fund is operated solely as a conduit for collecting and expending the Brand Fund Contribution as outlined above. The Brand Fund will not be used for any activity whose sole purpose is the sale of franchises. However, the design and maintenance of our website (for which Brand Fund monies may be used) may include information and solicitations for prospective franchisees and public relations and community involvement activities which may result in greater awareness of Wise Wonder Enrichment brand and the franchise opportunity.

8.4.2. A statement of the operations of the Brand Fund shall be prepared annually by us and shall be made available to you upon request. This statement of operations may be unaudited.

8.4.3. Any monies remaining in the Brand Fund at the end of any year will carry over to the next year, or we can rebate all or a portion of the unused money to franchisees on a proportionate basis for them to spend on local advertising and promotion. Although the Brand Fund is intended to be of perpetual duration, we may terminate the Brand Fund. The Brand Fund shall not be terminated, however, until all monies in the Brand Fund have been expended for advertising or promotional purposes or returned to contributing Franchised Businesses or those operated by us, without interest, on the basis of their respective contributions.

8.4.4. If we elect to terminate the Brand Fund, we may, in our sole discretion, reinstate the Brand Fund at any time. If we so choose to reinstate the Brand Fund, said reinstated Brand Fund shall be operated as described herein.

8.5. Advertising Cooperatives. We may from time to time, in our discretion, establish, change, merge or dissolve one or more regional advertising cooperatives (each, a "Cooperative") in any area, or we may approve the creation of such a Cooperative by franchisees in the System, and establish the rules and regulations therefor. If and when we do so, we will notify you in writing of: (i) the starting date as to when you must become a member of the Cooperative for the area in which some or all of your Designated Territory is located; (ii) the amount of your Cooperative contributions and (iii) the rules, regulations and bylaws that will govern such Cooperatives. In no event may the Center be required to be a member of more than one Cooperative. The Cooperative must be governed in the manner we prescribe. The Cooperative may require each of its members to make contributions thereto in an amount up to two percent (2%) of the Center's Gross Revenues. You shall contribute such amounts at the times and in the manner as determined by the Cooperative members. Any funds contributed to a Cooperative will be credited against your obligation to pay for Local Advertising as set forth in Section 8.3 above; provided, however, that if your contributions to a Cooperative are less than your Local Advertising requirement, you shall nevertheless spend the difference locally.

8.6. Conduct of Advertising; Our Approval. All advertising and promotion you conduct, in any medium, shall be conducted in a professional manner and shall conform to our standards and requirements as set forth in the Manual or otherwise. You agree to conduct all advertising which uses the Proprietary Marks or refers in any way to your Franchise Business in a dignified manner and in a fashion calculated to avoid fraud, illegality, deception, misrepresentations, embarrassment, shame, ridicule, disparagement or liability of any type or nature accruing to you, us, your Franchised Business, the System, your Center or other franchisee or franchised business. You shall obtain our prior approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by us or previously approved by us during the twelve (12) months prior to their proposed use. You shall submit such unapproved plans and materials to us, and we shall have fifteen (15) days to notify you of our approval

or disapproval of such materials. If we do not provide our specific approval of the proposed materials within this fifteen (15) day period, the proposed materials are deemed to be not approved. Any plans and materials that you submit to us for our review will become our property and there will be no restriction on our use or dissemination of such materials. We reserve the right to require you to include certain language on all advertising to be used locally by you or to be used by a Cooperative (if and when any are established), including, but not limited to, "Franchises Available" and reference to our telephone number and/or website.

Under this Agreement, the term "advertising" is defined to mean any and all advertising, identification and promotional materials and programs of any type or nature whatsoever including print and broadcast advertisements; direct mail materials; brochures; advertising specialties; electronic commerce communications and "bulletin boards"; any advertising on the internet/worldwide web; any advertising or promotion on social media; public relations and brand awareness programs; direct mail; door hangers; freestanding inserts and coupons; sponsorships; point of sale materials; press releases; business cards; displays; leaflets; telephone and computer greetings; messages and voice-mail/e-mail sent to or accessible by customers or other third parties; promotional material captured in any electronic medium; any advertising through any hereafter developed media, platforms, devices or modes of communication; and, any other material or communication which we denominate as "advertising" in our Manual or otherwise.

8.7. Websites and Social Media. We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System. We may establish one or more websites accessible through one or more uniform resource locators ("URLs") and, if we do, we may design and provide for the benefit of your Center a "click through" subpage at our website for the promotion of your Center. If we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Center, you must routinely provide us with updated content, photographs and news stories about your Center suitable for posting on your "click through" subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage.

Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at Wise Wonder Enrichment Centers – also be devoted in part to offering Wise Wonder Enrichment Center franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail, System discussion forums and System-wide communications (among other activities) can be done. You may not maintain your own website; otherwise maintain a presence or advertise on the internet / virtual platform (including without limitation the metaverse); develop a non-fungible token (NFTs) or any other mode of electronic commerce in connection with your Center; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates "Wise Wonder Enrichment" name or any name confusingly similar to the Proprietary Marks.

You are not permitted to promote your Center or use any of the Proprietary Marks in any manner on any social media (as defined below), without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Center's operation, including prohibitions on your and the Center's employees posting or blogging comments about the Center or the System, other than on a website established or authorized by us ("**social media**" includes personal blogs, common social networks like Facebook, Instagram, Foursquare, MySpace, TikTok Snapchat, Reddit, YouTube, Vimeo, Tumblr, Pinterest, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or

media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage.

8.8. Advisory Council. If we choose to establish an advisory council, its members will include franchisee representatives and our representatives. The franchisee representatives may be chosen by us or elected by other franchisees in the System. The advisory council will act in an advisory capacity only and will not have decision making authority. We have the right to form, change, merge or dissolve any advisory council at any time. You understand and agree that if you participate in an advisory council, you shall pay any expenses you incur related to such participation, such as travel and living expenses to attend meetings.

8.9. Grand Opening Advertising. You agree to expend at least Ten Thousand Dollars ($10,000) on a grand opening advertising campaign to promote the opening of your Center ("**Grand Opening Advertising Campaign**"). We must receive and approve your grand opening advertising plan, and you must present us with such documentation as we require (such as, by way of example, receipts, invoices, etc.) evidencing your full satisfaction of, and/or commitment to fully satisfy your grand opening advertising requirements no less than sixty (60) days before you reserve your initial training. You and we will work together to create a plan for your Grand Opening Advertising Campaign, which plan will set forth your advertising and promotional obligations during the period 90 days prior to and 60 days after the opening of your Center. Once a Grand Opening Advertising Campaign has been finalized and approved, you agree to implement the Grand Opening Advertising Campaign and to fulfill all of your obligations thereunder.

ARTICLE 9
MARKS

9.1. Use of Proprietary Marks. We grant you the right to use the Proprietary Marks during the term of this Agreement in accordance with the System and related standards and specifications.

9.2. Ownership of Proprietary Marks; Limited License. You expressly understand and acknowledge that:

9.2.1. We are the owner or the licensee of the owner of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them. All references herein to our right, title and interest in and to the Proprietary Marks shall be deemed to include the owner's right, title and interest in and to the Proprietary Marks.

9.2.2. Neither you nor any of your owners shall take any action that would prejudice or interfere with the validity of our rights with respect to the Proprietary Marks. Nothing in this Agreement shall give you any right, title, or interest in or to any of the Proprietary Marks or any service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Proprietary Marks and the System in accordance with the terms and conditions of this Agreement for the operation of the Center and only at or from its accepted location or in approved advertising related to the Center.

9.2.3. You understand and agree that the limited license to use the Proprietary Marks granted hereby applies only to such Proprietary Marks as are designated by us, and which are not

subsequently designated by us as being withdrawn from use, together with those which may hereafter be designated by us in writing. You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any of the Proprietary Marks by virtue of the limited license granted hereunder, or by virtue of your use of any of the Proprietary Marks.

9.2.4. You understand and agree that any and all goodwill arising from your use of the Proprietary Marks and the System shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the Proprietary Marks.

9.2.5. You shall not contest the validity of or our interest in the Marks or assist others to contest the validity of or our interest in the Proprietary Marks.

9.2.6. You acknowledge that any unauthorized use of the Proprietary Marks shall constitute an infringement of our rights in the Proprietary Marks and a material event of default hereunder. You agree that you shall provide us with all assignments, affidavits, documents, information and assistance we reasonably request to fully vest in us all such rights, title and interest in and to the Proprietary Marks, including all such items as are reasonably requested by us to register, maintain and enforce such rights in the Marks.

9.2.7. If it becomes advisable at any time, in our discretion, to modify or discontinue use of any Proprietary Mark and/or to adopt or use one or more additional or substitute proprietary marks, then you shall be obligated to comply with any such instruction by us. We shall not have any obligation in such event to reimburse you for your documented expenses of compliance. You waive any claim arising from or relating to any Proprietary Mark change, modification or substitution. We will not be liable to you for any expenses, losses or damages sustained by you as a result of any Proprietary Mark addition, modification, substitution or discontinuation. You covenant not to commence or join in any litigation or other proceeding against us for any of these expenses, losses or damages.

9.3. Limitation on Use of Proprietary Marks. With respect to your licensed use of the Marks pursuant to this Agreement, you further agree that:

9.3.1. Unless otherwise authorized or required by us, you shall operate and advertise the Center only under the name "Wise Wonder Enrichment" without prefix or suffix. You shall not use the Proprietary Marks as part of your corporate or other legal name, and shall obtain our approval of such corporate or other legal name prior to filing it with the applicable state authority.

9.3.2. During the term of this Agreement and any renewal hereof, you shall identify yourself and the Center as an independently owned and operated franchise business in all dealings with your customers, contractors, suppliers, public officials and members of the public, and in all advertising, promotion and marketing related to your Center business. You agree to place this notice of independent ownership on all invoices, order forms, receipts, contracts, printed materials, business cards, stationery, marketing and advertising materials, signs and other written or electronic modes as well as on the premises of the Center , in each case in the form, size and manner we specify and in such fashion as we may require from time to time. In addition, if you are a business entity, you may not use our Proprietary Marks or any confusingly similar words or symbols, in your entity name. In particular, you may not use the words "Wise Wonder Enrichment," "Wise Wonder," or any variant as part of your business entity name.

9.3.3. You shall not use the Proprietary Marks to incur any obligation or indebtedness on our behalf.

9.3.4. You shall comply with our instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by us or our counsel to obtain protection of the Proprietary Marks or to maintain their continued validity and enforceability.

9.4. Notification of Infringement or Claim. You shall notify us immediately by telephone and thereafter in writing of any apparent infringement of or challenge to your use of any Proprietary Mark, of any claim by any person of any rights in any Proprietary Mark, and you shall not communicate with any person other than us, our counsel and your counsel in connection with any such infringement, challenge or claim. We shall have complete discretion to take such action as we deem appropriate in connection with the foregoing, and the right to control exclusively, any settlement, litigation or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Proprietary Mark. You agree to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain the interests of us or any other interested party in the Proprietary Marks. We will indemnify you and hold you harmless from and against any and all claims, liabilities, costs, damages and reasonable expenses for which you are held liable in any proceeding arising out of your use of any of the Proprietary Marks (including settlement amounts), provided that your conduct with respect to such proceeding and use of the Proprietary Marks is in full compliance with the terms of this Agreement.

9.5. Retention of Rights by Us. The right and license of the Proprietary Marks granted hereunder to you is non-exclusive and we thus have and retain the following rights, among others, subject only to the limitations of Article 1: (i) to grant other licenses for use of the Proprietary Marks, in addition to those licenses already granted to existing franchisees; (ii) to develop and establish other franchise or business systems using the Proprietary Marks or other names or marks and to grant licenses thereto without providing any rights to you; and (iii) to engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services, and (b) the use in connection with such production, distribution and sale, of the Proprietary Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by us.

ARTICLE 10
CONFIDENTIALITY AND NON-COMPETITION COVENANTS

10.1. Confidential Information. You agree to use and permit the use of our Confidential Information (as defined below) solely in connection with the operation of your franchised Center. You further agree that you will never – during the Initial Term or any Renewal Term of this Agreement, or any time after this or any Renewal Agreement expires or terminates, or your rights under this Agreement or any Renewal Agreement are assigned or terminated – divulge or use any of our Confidential Information for the benefit of yourself, your owners (if you are a business entity) any third party (including any person, business entity or enterprise of any type or nature), nor will you directly or indirectly aid any such third party to imitate, duplicate or "reverse engineer" any of our Confidential Information.

"**Confidential Information**" includes (without limitation) all information, knowledge, trade secrets or know-how utilized or embraced by the System and/or imparted to you by us or any of our affiliates which concerns your or our systems of operation, programs, services, products, customers, practices, materials, books, records, manuals, computer files, databases or software; all elements of the System; all programs, products, services, equipment, technologies, curricula , policies, standards, requirements, criteria and procedures that now or in the future are a part of the System; our Manual (including supplements to the

Manual); all specifications, procedures, systems, techniques and activities employed by us or by you in the offer and sale of programs, products and/or services at or from your Franchised Business; all pricing paradigms established by us or you; all of our and/or your sources (or prospective sources) of supply and all information pertaining to same (including the contents of sourcing agreements and the identity of suppliers); our specifications, and your final plans, for the construction, build out, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of your Center; the identity of, and all information relating to, the computer and POS hardware and software utilized by us and you; all information pertaining to our and/your advertising, marketing, promotion and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by your Franchised Business; our and, if in the future we permit, your internet/web protocols, procedures and content; our training and other instructional programs and materials; all elements of our recommended staffing, staff training and staff certification policies and procedures; all communications between us; additions to, deletions from and modifications and variations of the components of the System and the other systems and methods of operations which we employ now or in the future; and, all other information, knowledge and know-how which either we or our affiliates, now or in the future, designate as confidential.

Confidential Information will not, however, include information which you can demonstrate came to your attention before we or our affiliates disclosed it to you (unless illegally or improperly procured by you before such disclosure) or which, at or after the time of disclosure, has become a part of the public domain through publication or communication by others, but not through any act of yours.

Except as authorized in this Agreement, you agree never to copy, duplicate, record or otherwise reproduce any of the Confidential Information, in whole or in part; otherwise share it with any other third party individual or entity; store it in a computer or other electronic format; or, otherwise make it available to any third party by any other means whatsoever. Upon the expiration or termination of this Agreement, you agree to return to us such Confidential Information as we request (including customer lists and records; all training materials and other instructional content; financial and non-financial books and records; the Manual; and, computer databases, software and manuals) which is then in your possession or, upon our request, destroy all or certain such Confidential Information and certify such destruction to us. It is specifically understood that all customer lists or information adduced by your franchised Business is our property, not yours, and you shall never contend otherwise.

You must only divulge such Confidential Information to your operational personnel as is necessary for each to perform his/her functions and then only on a "need to know" basis. You agree to take all necessary precautions to insure that these individuals maintain the Confidential Information in confidence and comply with the confidentiality provisions of this Agreement. Your agreement to procure execution of our Confidentiality/Non-Competition Agreement from certain of your owners, management and staff is set forth below in Section 10.2 below.

10.2. Non-Competition.

10.2.1. You specifically acknowledge that, pursuant to this Agreement, you will receive valuable training, trade secrets and confidential information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you and your managers and employees. You acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage and will be valuable to them in the development and operation of the Center, and that gaining access to such specialized training, trade secrets and confidential information is, therefore, a primary reason why they are entering into this Agreement. In consideration for such specialized training, trade secrets and confidential information (including, without limitation, information regarding the operational, sales,

promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you and your managers and employees), you covenant that, during the term of this Agreement, except as otherwise approved in writing by us, which approval may be withheld or denied in our sole and absolute discretion, you shall not, either directly or indirectly, for yourself or through, on behalf of or in conjunction with any person(s), partnership, corporation or other entity:

(a) Divert, or attempt to divert, any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business located within the United States, its territories, states or commonwealths, or any other country, province, state or geographic area in which we have used, sought registration of or registered the same or similar Proprietary Marks or operates or licenses others to operate a business under the same or similar Proprietary Marks, which business is of a character and concept similar to the Center, including without limitation any business that offers, sells or provides learning, educational and/or tutoring services, or which otherwise offers and sells products, programs or services that are similar to products, programs or services currently or in the future offered and sold in our System (a "**Competitive Business**").

10.2.2. For a continuous uninterrupted period commencing upon these expiration, termination of, or transfer of all of your interest in, this Agreement and continuing for two (2) years thereafter, except as otherwise approved in our sole and absolute discretion, you shall not, directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person, persons, partnership, or corporation:

(a) Divert, or attempt to divert, any business or customer of the Franchised Business hereunder to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to any Competitive Business, which business is, or is intended to be, located within a twenty (20) mile radius of your Center, your Designated Territory, any other Center in the System or the designated territory of any such other Center in the System (including locations then-under construction).

10.2.3. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect our goodwill or other business interests. The parties agree that each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

(a) You understand and acknowledge that we shall have the right, in our sole and absolute discretion, to reduce the scope of any covenant set forth in this Section 10.2, or any portion thereof, without your consent, effective immediately upon notice to you; and you agree that they shall

comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 24.2 hereof.

(b) You expressly agree that the existence of any claims you or your affiliates may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Section.

(c) Section 10.2.2(b) shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.

10.2.4. You shall require and obtain execution of covenants similar to those set forth in this Section 10.2 (including covenants applicable upon the termination of a person's employment with you) from your owners, Center Manager, and all other of your personnel who have received or will have access to training from us or who have received or will have access to our confidential information. Such covenants shall be substantially in the form set forth in Exhibit D. Notwithstanding the foregoing, we reserve the right, in our sole discretion, to decrease the period of time or geographic scope of the non-competition covenant set forth in Exhibit D or eliminate such non-competition covenant altogether for any party that is required to execute such agreement under this Section 10.2.4.

10.3. Failure to Comply. You acknowledge that any failure to comply with the requirements of this Section shall constitute a material event of default under Article 17 hereof. You acknowledge that a violation of the terms of this Section would result in irreparable injury to us for which no adequate remedy at law may be available. Accordingly, you consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of this Section. You agree to pay all court costs and reasonable attorneys' fees incurred by us in connection with the enforcement of this Section, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of such Section.

ARTICLE 11
BOOKS AND RECORDS

11.1. Books and Records. You shall maintain during the term of this Agreement, and shall preserve for at least three (3) years from the dates of their preparation, full, complete and accurate books, records and accounts, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of EFT transactions, and backup or archived records of information maintained on any computer system in accordance with generally accepted accounting principles and in the form and manner prescribed by us from time to time in the Manual or otherwise in writing.

11.2. Reports. In addition to the Weekly Report required by Section 4.8 hereof, you shall comply with the following reporting obligations:

11.2.1. You shall, at your expense, submit to us, in the form prescribed by us, a profit and loss statement for each month (which may be unaudited) for you within fifteen (15) days after the end of each month during the term hereof. Each such statement shall be signed by your treasurer or chief financial officer or comparable officer attesting that it is true, complete and correct;

11.2.2. You shall, at your expense, provide to us a complete annual financial statement (which shall be reviewed) for you prepared by an independent certified public accountant, within ninety (90) days after the end of each fiscal year during the term hereof, showing the results of operations of you during such fiscal year; we reserve the right to require such financial statements to be audited by an

independent certified public accountant satisfactory to us at your cost and expense if an inspection discloses an understatement of payments due to us of two percent (2%) or more in any report, pursuant to Section 11.3; and

11.2.3. You shall also submit to us, for review or auditing, such other forms, reports, records, information and data as we may reasonably designate, and which pertain to the Franchised Business, in the form and at the times and places reasonably required by us, upon request and as specified from time to time in writing.

11.3. Inspections; Audits. We or our designees shall have the right, during normal business hours, to review, audit, examine and copy any or all of your books and records as we may require at the Center. You shall make such books and records available to us or our designees immediately upon request. If any required Royalty Fee or other payments due to us are delinquent, or if an inspection should reveal that such payments have been understated in any report to us, then you shall immediately pay to us the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section 4.6. If an inspection discloses an understatement in any report of two percent (2%) or more, you shall, in addition, reimburse us for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting, auditors' and attorneys' fees and expenses). If you understated your Gross Revenues by: (i) two percent (2%) or more on three (3) separate occasions within any thirty six (36) month period or (ii) five percent (5%) or more for any month within a reporting period and/or for any entire reporting period, in addition to paying us the amount due, plus interest and the cost of the audit, your understatement will be considered a material incurable breach which will entitle us to immediately terminate this Agreement. If you understated your Gross Revenues by less than two percent (2%) percent for any period, you must immediately pay us the amount due, plus interest, but we will pay the cost of the audit. These remedies shall be in addition to any other remedies we may have at law or in equity.

11.4. Correction of Errors. You understand and agree that our receipt or acceptance of any of the statements furnished or Royalty Fees and other fees paid to us (or the cashing of any checks or processing of any EFTs) shall not preclude us from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by you and the appropriate payment shall be made by you.

11.5. Authorization of Us. You hereby authorize (and agree to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which you do business to disclose to us any requested financial information in their possession relating to you or the Center. You authorize us to disclose data from your reports if we determine, in our sole and absolute discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

11.6. We Are Attorney-in-Fact. Notwithstanding any forms and documents which may have been executed by you under Section 7.16, you hereby appoint us as your true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by you with any state and/or federal taxing authority pertaining to the Franchised Business. This power of attorney shall survive the expiration or termination of this Agreement.

ARTICLE 12
INSURANCE

12.1. You Must Procure Insurance. You shall procure, upon execution of this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement) at your expense, an insurance policy or policies protecting you and us, our successors and assigns, our officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of each of them against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Center.

12.2. Your Required Insurance Coverage. Your required insurance policy or policies shall be written by a responsible, duly licensed carrier or carriers reasonably acceptable to us, shall be written on an "occurrence" basis, and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by us from time to time), in accordance with our standards and specifications set forth in writing, the following: (1) comprehensive general liability, in the amount of not less than $1,000,000 for injuries to one person and not less than $3,000,000 for injuries to more than one person, in any one accident or occurrence and for loss or damage to the property of any person or persons, for not less than $500,000; (2) all risks coverage for full repair and replacement value of all of the equipment, fixtures and supplies used in your Center with an agreed amount endorsement equal to 100% of the property's value; (3) employer's liability, workers' compensation, and any other insurance that may be required by statute or rule of the state or locality in which the Center is located and operated; (4) business interruption insurance of at least 50% of your annual gross revenues excluding payroll, including naming us as an additional insured and loss payee for Royalty Fees that would have been paid by you based on the Center's Gross Revenues during the preceding 12 month period; (5) any insurance coverages required by the terms of the lease for the Center premises; (6) umbrella insurance in the amount of $5,000,000 per occurrence and $5,000,000 in the aggregate; (7) auto liability insurance in the amount of $1,000,000; and, (8) any other insurance coverages we may require in the future. In addition to the foregoing, in connection with any construction, renovation, refurbishment or remodeling of the Center, you shall maintain Builder's Risks/installation insurance in forms and amounts, and written by a responsible, duly licensed carrier or carriers, reasonably satisfactory to us. You agree not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend any required insurance policy without our specific advance written consent, which may be denied for any or no reason. Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Article 15 of this Agreement.

12.3. Insurance Requirements. All insurance required hereunder must: (i) include a waiver of subrogation in favor of us, our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees; (ii) with the exception of workers' compensation, shall name us, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds, and shall expressly provide that any interest of same therein shall not be affected by any breach by you of any policy provisions; (iii) all general liability and property damage policies shall contain a provision that we, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to us or our servants, agents or employees by reason of the negligence of you or your servants, agents or employees; (iv) shall expressly provide that no less than thirty (30) days' prior written notice shall be given to us in the event of a material alteration to, non-renewal or cancellation of the policies; (v) shall contain no provision which in any way

limits or reduces coverage for you if there is a claim by one or more of the Franchisor Parties; (vi) shall extend to and provide indemnity for all obligations assumed by you under this Agreement and all other items for which you are required to indemnify us under this Agreement; (vii) shall contain such endorsements as we may specify from time to time in the Manual; (viii) shall be primary to and without right of contribution from any other insurance purchased by the Franchisor Parties; (ix) shall contain a waiver of subrogation rights against us, the other Franchisor Parties and any of our successors and/or assigns; (x) be obtained from responsible insurance carriers acceptable to us which possess a Best's Insurance Guide rating of no less than "A+13"; and, (xi) all public liability policies may be required by us to contain a provision that although we are named as an additional insured, we are nevertheless entitled to recover under said policies on any loss occasioned to us or the other Franchisor Parties (as defined in Article 15) by reason of your negligence or that of your servants, agents or employees.

12.4. Certificates of Insurance. Not later than thirty (30) days before the Opening Date, and thereafter thirty (30) days prior to the expiration of any such policy, you shall deliver to us Certificates of Insurance evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. Attached to each certificate shall be a copy of the endorsement amending any clause in the subject policy which relates to other insurance and confirming that all coverage is primary insurance and that our insurance (and the insurance of the other Franchisor Parties) is applicable only after all limits of your policy(ies) are exhausted. In addition, if requested by us, you shall deliver to us a copy of the insurance policy or policies required hereunder.

12.5. Renewal. You agree to renew all insurance policies and documents and to furnish renewal certificates of insurance to us before the expiration date of the expiring policy in question. We may at any time require you to forward to us full copies of all insurance policies.

12.6. Purchase of Insurance on Your Behalf. Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by us in writing, we shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to you, which charges shall be payable by you immediately upon notice together with a ten percent (10%) administrative fee. The foregoing remedies shall be in addition to any other remedies we may have at law or in equity. Nothing contained in this Agreement will impose any duty or obligation on us to obtain or maintain any specific forms, kinds or amounts of insurance on your behalf.

12.7. Report of Claims. Upon written request by us, you shall procure from your insurance carrier or carriers a report of claims made and reserves set against your insurance policies.

12.8. Reservation of Rights. We reserve the right to modify the types of insurance coverages and amounts of coverage that you are required to maintain for the Center, and you agree to comply with any such changes, at your expense.

12.9. Assignment of Claims. If there is a claim by any one or more of the Franchisor Parties against you, you must, upon our request, assign to us all rights which you then have or thereafter may have with respect to the claim against the insurer(s) providing the coverages described in this Article.

12.10. No Undertaking or Representation. Nothing in this Agreement may be considered our undertaking or representation that the insurance that you are required to obtain or that we may obtain for you will insure you against any or all insurable risks of loss which may arise out of or in connection with the operation of the Franchised Business. We advise you to consult with your insurance agent and other risk advisors regarding any types, amounts or elements of insurance coverage beyond those specified herein which may be prudent to obtain.

12.11. Failure to Purchase or to Reimburse. If you fail to purchase or maintain any insurance required by this Agreement or you fail to reimburse us for our purchase of any required insurance on your behalf, your failure will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

ARTICLE 13
DEBTS AND TAXES

13.1. Taxes. You shall promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by you in the conduct of the Franchised Business under this Agreement. Without limiting the provisions of Article 15 ("Indemnification"), you shall be solely liable for the payment of all Taxes and shall indemnify us for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether such Taxes were correctly or legally asserted or not. You shall submit a copy of all tax filings sent to federal, state and local tax authorities to us within ten (10) business days after such filing has been made with the appropriate taxing authority.

If any amounts payable by you to us are subject to withholding or other Taxes that you are required to deduct from the payments, you shall promptly deliver to us at the time of payment all receipts of applicable governmental authorities for all such Taxes withheld or paid. If you or any other person is required by any law or regulation to make any deduction or withholding (on account of Tax or otherwise) from any payment for our or our affiliate's account, you shall, at our option, either: (a) together with the payment, pay such additional amount as will ensure that we or our affiliate receives (free and clear of any Tax or other deductions or withholding) the full amount which we would have received if no such deduction or withholding had been required; or (b) make such payment having taken into account the relevant deduction or withholding (on account of Tax or otherwise).

You shall ensure that withholding or other Taxes that you are required to deduct from amounts payable by us to you or our affiliates under this Agreement are paid to the relevant taxation authority on the same date as the amounts payable by you to us under this Agreement are paid to us.

You are responsible for and shall indemnify and hold us and our affiliates harmless against any penalties, interest and expenses incurred by or assessed against us or our affiliates as a result of your failure to withhold such Taxes or to timely remit them to the appropriate taxing authority. You shall fully and promptly cooperate with and assist us to provide all information and records we may request in connection with any application by us to any taxing authority with respect to Tax credits, exemptions or refunds available for any withholding or other Taxes paid or payable by you.

If we or our affiliate is required to refund to you any amounts paid hereunder, we and our affiliate will not be required to refund that portion of those amounts that were withheld by you in order to comply with any applicable Tax law unless and until we or our affiliate receives a refund of those amounts from the applicable government or agency thereof or uses a foreign Tax credit which is directly attributable to those amounts on our or our affiliate's income or with respect to which the period within which the credit may be reduced or disallowed has expired.

The term "**Taxes**" means any present or future taxes, levies, imposts, duties or other charges of whatever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the Franchised Business, the payment of monies, taxes imposed on the Royalty Fees paid to us, or the exercise of rights granted pursuant to this Agreement, whether imposed on you or us.

13.2. Payments to Us. Each payment to be made to us hereunder shall be made free and clear and without deduction for any Taxes.

13.3. Tax Disputes. In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor to occur against the premises of the Franchised Business or any improvements thereon.

13.4. Compliance with Laws. You shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, fire clearances, health permits, certificates of occupancy and any permits, certificates or licenses required by any environmental law, rule or regulation.

13.5. Notification of Action or Proceeding. You shall notify and deliver to us, in writing within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business. If you receive any notice, report, fine, test results or the like from the applicable provincial or local department of health (or other similar governmental authority), you shall promptly forward a copy of such document to our attention.

ARTICLE 14
TRANSFER OF INTEREST

14.1. Transfer by Us. We have the right to assign all of our rights and privileges under this Agreement to any person or business entity. If we assign this Agreement, you expressly agree that immediately upon and following such assignment, we will no longer have any obligation - - directly, indirectly or contingently - - to perform or fulfill the duties or obligations imposed upon "Franchisor" hereunder. Moreover, to the extent that we have arranged for one or more of our affiliates to perform certain activities on our behalf and at our direction, as contemplated by this Agreement, our affiliates will similarly have no obligation, contingent or otherwise, to continue to perform such activities following any such assignment of this Agreement by us. Instead, all such duties and obligations will be performed solely by our assignee, and you will never assert, contend or complain otherwise.

You also agree that we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity we may operate, franchise or license those other businesses and/or facilities under any names or marks, including the Proprietary Marks, regardless of the location of these businesses and/or facilities. In addition, you expressly affirm and agree that we may sell our assets, our rights to the Proprietary Marks or to the System outright to a third party; go public; may engage in a private placement of some or all of our securities; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any or all of the foregoing, you expressly and specifically waive any claims, demands or damages arising from or related to such activities or to the loss of said Proprietary Marks (or any variation thereof) and/or the loss of association with or identification of "WISE WONDER ENRICHMENT FRANCHISING LLC" as Franchisor. Nothing contained in this Agreement shall require us to remain in the same business or to offer the same products and services, whether or not bearing the Proprietary Marks, in the event that we exercise our right to assign or otherwise transfer our rights in this Agreement.

14.2. Transfer by You – General. You understand and acknowledge that we have entered into this Agreement in reliance on and in consideration of the personal skill and qualifications of your owners and managers, and the trust and confidence that we repose in your owners and managers, and that this Agreement and the franchise conveyed hereunder is therefore personal to you and is your personal obligation. Accordingly, except as provided below, neither all nor any part of your interest in this Agreement; the franchise conveyed hereby; your rights, privileges or obligations under this Agreement; the Franchised Business; your Center; the ownership of your Franchised Business; your lease or sublease (as applicable) for the Center's Location; or, your rights to use the System, Proprietary Marks, confidential information and/or Manual may in whole or in part be assigned, sold, transferred, pledged, encumbered, shared, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any fashion without first obtaining our written consent in accordance with this Article 14 (which consent shall not be unreasonably withheld) and without first complying with our right of first refusal pursuant to Section 14.5 below.

Any actual or attempted assignment, transfer or sale of this Agreement, the franchise conveyed hereunder, the Franchised Business, your franchised Center, any ownership interest in you, any of the other interests, rights or privileges identified in the preceding paragraph, or any interest in any of these, in violation of the terms of this Article 14, will be null, void and of no effect, and will be a material and incurable breach of this Agreement which, unless we waive to the breach, will entitle us to terminate this Agreement immediately.

For the purposes of this Agreement, "**transfer**" includes (without limitation) the assignment of this Agreement, the assignments of any of your rights hereunder, the delegation of any duties hereunder, or the transfer, issuance or redemption in the aggregate of more than five (5%) of the voting power or (as applicable) the capital stock, partnership interest, membership interest or any other species of ownership interest in you (or any lesser percentage sufficient to control your business entity or the Franchised Business, as the term "**control**" is most broadly defined by any United States or state securities and/or corporate and/or partnership law) to any person or entity who is not (i) already a (as applicable) shareholder, member, partner or other category of owner of your Franchised Business; (ii) the spouse of such individual; (iii) a trust controlled by such individual; or, (iv) a business entity owned, controlled and composed solely of such individuals in the same proportionate ownership interest as each such individual had in you before the transfer, as provided below. You agree to immediately report to us all such transfers/assignments of ownership in your business entity, even if less than five (5%), in accordance with the procedure set forth in our Manual or otherwise.

14.3. Assignment By You – To A Business Entity You Form. If you are an individual and would like to transfer your interest in this Agreement to a business entity you form solely for the convenience of business entity ownership, you must obtain our prior written consent. We will not unreasonably withhold consent if all of the following conditions are met:

14.3.1. The business entity must be newly organized and duly formed, and its activities must be confined exclusively to serving as "Franchisee" under this Agreement (unless we otherwise consent in writing).

14.3.2. You must be the sole owner of all ownership interests in the business entity and its principal officer or manager (as applicable).

14.3.3. If more than two individuals serve as "Franchisee" hereunder, each individual must have the same proportionate ownership interest in the business entity as he or she had in the franchised Business before the transfer.

14.3.4. You and the business entity must execute an agreement with us under which you and the business entity agree to be jointly and severally liable for all duties, responsibilities and obligations to us under this Agreement and expressly agree to be bound by all of the terms, conditions and covenants of this Agreement. Each then-current and future owner of any interest in the business entity must agree in writing to personally guarantee the performance by the business entity of your obligations under this Agreement, and to be individually bound by all of the terms and conditions of this Agreement and any other agreements between you and us, substantially in the form of Exhibit J to this Agreement.

14.3.5. Each present and future owner of any interest in the business entity must execute our Confidentiality/Non-Competition Agreement substantially in the form of Exhibit D to this Agreement.

14.3.6. The name of the business entity formed by you may not include the Proprietary Marks, words "Wise Wonder Enrichment", "Wise Wonder," or any variant thereof or any word confusingly similar thereto.

14.3.7. Your business entity must comply in all respects with the requirements and prohibitions set forth in Section 6.3 of this Agreement ("Requirement of Business Entity").

Any transfer pursuant to this Section 14.3 will not be subject to our right of first refusal below and will not require you to pay to us any transfer fee.

14.4. Transfer by You – Sale to a Third Party.

14.4.1. If we do not elect to exercise our right of first refusal (as provided in Section 14.5 below), then we will not unreasonably withhold consent to your sale, assignment or other transfer of any interest in you, the franchise conveyed by this Agreement, your Franchised Business, your Center, your lease or sublease (as applicable) for your Center, and your right to use the System, or any interest in any of these, to a third party. You agree that it will not be unreasonable for us to impose, among other requirements, the following conditions to granting consent to your proposed sale, assignment or other transfer of any of the foregoing:

(a) That the proposed transferee (meaning all individuals and entities which, after the proposed sale, transfer or assignment, will be franchisees under this Agreement or under any successor agreement) applies to us for acceptance as a franchisee and demonstrates to our satisfaction that the proposed transferee (and each and every owner and guarantor of the proposed transferee) possesses the skills, qualifications, financial condition, background and history, reputation, economic resources, education, managerial and business experience, moral character, credit rating and ability to assume your duties and obligations under this Agreement and any successor and related agreement. You must pay the costs of any such investigation conducted by us.

(b) That, upon our request, each and every owner or guarantor of the proposed transferee presents itself for a personal interview at our corporate office, or any other location we designate, at the date and time we reasonably request, without expense to us. We may determine to meet with the owners or guarantors of the proposed transferee at his, her or its principal place of business or residence and, if we do so, you will reimburse us for all travel, lodging, meals and personal expenses related to such meeting.

(c) That the proposed transferee has the organizational, managerial and financial structure and resources required to conduct the Franchised Business properly, taking into account such factors (among others) as the number of Centers and market areas involved and their geographic proximity.

(d) That the proposed transferee complies with our ownership requirements relative to the control of the proposed transferee and the Franchised Business.

(e) That each and every owner, affiliate or guarantor of the proposed transferee complies with our restrictions relative to ownership or involvement in a Competitive Business.

(f) That the proposed transferee; his, her or its proposed Center Manager; and, such other post-transaction employees of the Franchised Business as we may reasonably require attend and successfully complete our Initial Training Program before the assignment, and any other training that we reasonably require, at the transferee's expense (which will include our then-current training fee and the cost of the trainees' transportation, lodging, food and other living expenses). Each individual undergoing such training must first execute the Confidentiality and Non-Competition Agreement substantially in the form of Exhibit D to this Agreement.

(g) That, if required, the lessor or sublessor of your Center's Location consents in writing to the transfer.

(h) That, as of the date of the assignment, you have cured any existing defaults under any provisions of this Agreement or any other agreement or arrangement with us or our affiliates, and have fully satisfied in all respects all of your accrued and/or then-current monetary and other obligations to us and our affiliates (under this Agreement or otherwise), all sources of financing of your Franchised Business and all material sources of supply of your Franchised Business.

(i) That the transferee execute a new Franchise Agreement with us, and all other agreements required of new franchisees, in the form and on the terms and conditions we then offer to new franchisees, which terms and conditions may vary significantly from this Agreement. The transferee will not be obligated to pay another Initial Franchise Fee under the new Agreement but will be required to pay our then-current fees for furnishing our Initial Training Program and any other services we are required to furnish under the new Agreement. The term of the new Franchise Agreement will be the balance of the term of this Agreement. The execution of the new Franchise Agreement will terminate this Agreement, except for your guarantees; any of your obligations to us or our affiliates which remain outstanding and/or unsatisfied; and, the post-termination and post-expiration provisions of this Agreement which, by their nature, are intended to survive.

(j) That the transferee has acquired, or will be able to immediately acquire following the execution of the new Franchise Agreement, all permits, licenses and other authorizations required by any federal, state or local, rule or regulation to operate the Franchised Business. If applicable law enables you to assign or otherwise transfer any of the aforementioned permits, licenses and/or authorizations which you possess to the transferee, then you agree to do so immediately following our execution of the transferee's new Franchise Agreement.

(k) Notwithstanding the foregoing, you understand and agree that you will remain fully liable and responsible for all of your obligations to us and our affiliates under this Agreement which arose in connection with the operation of your Franchised Business prior to the effective date of the transferee's new Franchise Agreement (specifically including your obligation to indemnify us and the other Franchisor Parties identified in Article 15) and you agree to execute any and all documents we reasonably request to further evidence such liability.

(l) That we have the absolute right to require any owners or other parties having an interest in the proposed transferee or the Accepted Location to execute the Guaranty substantially in the form of Exhibit J to this Agreement.

(m) That the Total Sales Price of your sale, assignment or other type of transfer is not so excessive, in our business judgment, that it jeopardizes the continued economic viability and future operations of the Franchised Business and/or the transferee. "**Total Sales Price**" means all consideration of every kind paid or payable to you or any other person or entity in connection with, arising out of or relating to the assignment or transfer of the franchise, the Franchise Agreement or the Franchised Business, whether money, property or other thing or service of value including consideration received for all or a part of your Franchised Business; your rights under this Agreement; contracts; goodwill; restrictive covenants; consulting arrangements; your furniture, fixtures, equipment and trade dress elements; accounts receivable; or, any other fees or arrangements or other form of consideration, whether the consideration is received in the present or promised to be given to you or any other person in the future (including the highest possible value of any contingent future consideration).

(n) That you and each of your owners and Guarantors, and the transferee (and each of its owners and guarantors) execute our then-current form of general release of any and all claims, demands and causes of action which you, such owners or the transferee and its owners may or might have against us and/or any of our affiliates, agents or representatives, through the date of execution of the transferee's new Franchise Agreement.

(o) That the transferee complies with all of the requirements of its new Franchise Agreement concerning business entities.

(p) That you furnish us with a copy of any proposed contract of assignment/transfer (and any related agreements) and, promptly following execution, furnish to us a copy of the executed contract of assignment/transfer (and any related agreements).

(q) That upon our request, either you and/or the proposed transferee, at your/its own expense, renovate, remodel and upgrade your Center to conform to our then-current standards and specifications for System Centers in the United States and complete such modifications, at our election, either prior to the contemplated assignment or such later time reasonably specified by us.

(r) That you pay us a transfer fee equal to Fifty Percent (50%) of our then-current Initial Franchise Fee.

You expressly agree that your obligations to indemnify and hold harmless us and the other Franchisor Parties under Article 15 of this Agreement extends to and embraces liabilities arising from or relating to, directly or indirectly, any statements, representations or warranties that you may give to or receive from any proposed transferee and/or any claim that you (and your owners, Center Manager, management or employees) or your transferee engaged in fraud, deceit, violation of franchise laws or other illegality in connection with the negotiation or consummation of the assignment. As with all other indemnification obligations set forth in this Agreement, this specific indemnification obligation will survive the termination or expiration of this Agreement.

The provisions of Section 14.2 through Section 14.4 inclusively pertain to any lease, management agreement or other agreement which would have the effect of transferring any material asset or control of all or any part of the operations of your Franchised Business to any third party. Any such agreement must first be approved by us in writing. We will not unreasonably withhold our approval, but our approval may be denied if such agreement is on terms materially different from those which would result from arms-length negotiations or if we determine that the fees payable under such agreement are excessive. Any such agreement and any party thereto who, as a result of the agreement, may directly or indirectly be involved in the ownership of the assets or operations of the Franchised Business must meet such standards and conditions as we have put in place at the time you request our consent.

14.4.2. Without our prior written consent (which will not be unreasonably withheld, delayed or denied), you may not pledge, encumber, mortgage, hypothecate or otherwise grant any third party a security interest in this Agreement, the Franchised Business, your Center, any ownership interests in you, any ownership interests in any business entity which directly or indirectly controls you, your lease or sublease (as applicable) for the Location, or any of the tangible assets material to the operation of the operation of your Franchised Business (including, without limitation, the premises of your Franchised Business and your Center. We may require your compliance with any policy statement which we adopt and announce regarding such security interests. We reserve the right to review and approve the terms of any security agreement or other document granting a security interest in any of the assets or interests described in this Section 14.4.2, which approval shall be in writing. In connection therewith, the secured party will be required by us to agree that in the event of any default by you under any documents related to the security interest, we shall have the right and option to be substituted as obligor to the secured party and to cure any default of yours.

14.4.3. You acknowledge and agree that each condition which must be met by the transferee is reasonable and necessary to assure such transferee's full performance of the obligations hereunder.

14.5. Our Right of First Refusal.

14.5.1. Your rights to assign, transfer, redeem or sell any interest in this Agreement or the Franchised Business, voluntarily or by operation of law (as provided above), will be subject to our right of first refusal (except in those instances specified above where no such right will pertain), which right of first refusal we may freely assign to any individual or entity. We will exercise our right of first refusal in the following manner.

14.5.2. You must deliver to us a true and complete copy of the proposed transferee's offer (the "**Notice**") including all its material terms and furnish to us any additional information concerning the proposed transaction and the proposed transferee that we reasonably request. Your submission of such information must be accompanied by the seller's representation and warranty that all of the information submitted to us is true, accurate, complete and correct in all respects and, if the seller is a business entity, you must also furnish us with an appropriate resolution of the business entity's governing body authorizing the proposed sale.

14.5.3. We shall have sixty (60) days following our receipt of the Notice (or, if we request additional information, sixty (60) days following our receipt of the additional information) to conduct due diligence into the transaction. Our due diligence will be of the type, nature and scope customary for transactions similar to the proposed transaction at issue and, in connection with our due diligence, you agree to make available to us immediately upon demand all information, data, books, or written or electronic records which we may reasonably request and, as well, shall make available to us for inquiry each owner and Guarantor of your Franchised Business, the Center Manager of your Franchised Business and any other personnel we specify. As well, all of the requirements of your proposed transferee specified above in Section 14.4 ("Transfer by You – Sale to a Third Party") of this Agreement must be complied with.

14.5.4. Within sixty (60) days after our receipt of your Notice (or, if we request additional information, within sixty (60) days after receipt of the additional information), we may either consent or withhold our consent to the assignment/transfer or redemption, in accordance with this Article, or at our option accept the assignment/transfer to ourselves or to our designee, on the terms and conditions specified in your Notice. If we or our designee accept the assignment/transfer, we will be entitled to all of the customary representations and warranties given by the seller of assets of a business, including (without

limitation) representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and your contingent and other liabilities affecting the assets. Any dispute regarding the value of all or any part of the assets or rights proposed to be assigned/transferred and/or the consideration proposed to be paid or payable to you or any third party in connection with the proposed assignment/transfer shall be determined by a reputable independent appraiser we select, and you and we equally share the expense of, whose determination will be final and binding on us. You expressly understand and agree that nothing in the offer which is the subject of your Notice to us may contain any provision or condition the effect of which would be to increase the cost to us, or otherwise change the economic or other material terms imposed on us, as a result of our substitution for the offeror, or as a consequence of compliance with the procedures set forth herein regarding our right of first refusal.

14.5.5. If you are a business entity and a partial transfer is proposed through the assignment/transfer or redemption of more than twenty five (25%) of your entity's ownership interests other than to any of your entity's co-owners, then we or our designee will have the option to purchase not only the interests being assigned/transferred but also all remaining interests, so that our resulting ownership will be one hundred percent (100%) of your business entity. The price of these remaining interests will be proportionate to the price of the interests initially being offered.

14.5.6. Our credit will be considered at least equal to the credit of any proposed purchaser. We may substitute cash for the fair market value of any other form of payment proposed in the offer. If we give notice of our exercise of our right of first refusal, closing on our purchase must occur within the later of: (i) sixty (60) days following your receipt of our notice to you; (ii) the closing period (if any) specified in the subject offer; or, (iii) such longer period as may be necessary to conduct the due diligence provided for above. If we give notice of our exercise of our right of first refusal, you agree to take all action necessary to assign your lease with the lessor of your Center's Location to us.

14.5.7. If we elect not to exercise our right of first refusal and we consent to the proposed assignment/transfer or redemption, then you will, subject to the provisions of this Article, be free to assign/transfer this Agreement or the Franchised Business to your proposed transferee on the terms and conditions specified in the notice if you satisfy the conditions of 14.4 ("Transfer by You – Sale to a Third Party") for our approval of an assignment/transfer and if you close the transaction within sixty (60) days (or such further time as may be stipulated by law, rule or regulation). If, however, the terms specified in your Notice are changed, the changed terms will be considered a new offer, and we will have an identical right of first refusal with respect to this new offer. Further, if you fail to close the assignment/transfer transaction within sixty (60) days (or such further period of time as may be stipulated by applicable law, rule or regulation), then our right of first refusal hereunder shall be restored and we may elect to exercise same within thirty (30) days thereafter.

14.5.8. Our election not to exercise our right of first refusal with respect to any offer will not affect our right of first refusal with respect to any later or modified offer. If we do not exercise our right of first refusal, this will not constitute approval of the proposed transferee, assignee, redemption or the transaction itself. You and any proposed transferee must comply with all the criteria and procedures for assignment/transfer of the franchise, the Franchise Agreement and/or the Franchised Business specified in this Article 14.

14.6. Death or Disability.

14.6.1. "**Disability**" means any physical, emotional or mental injury, illness or incapacity which prevents or will prevent a person from performing the obligations set forth in this Agreement for at least ninety (90) consecutive days. Disability will be determined either after this ninety (90) day period or, if we elect, at an earlier time following an examination of the person by a licensed

practicing physician selected and paid for by us. If the person refuses to submit to an examination, then the person will automatically be considered permanently disabled as of the date of the refusal.

14.6.2. Upon the death or disability of one or more of your owners (but not the last surviving owner of your business entity, which is addressed in the following paragraph), then the estate, heirs, legitees, guardians or representatives of such owner may freely sell, assign or transfer the deceased's or disabled's interest in this Agreement and/or its interest in the Franchised Business to any of the following: (i) the spouse of such individual; (ii) any individual or entity which, at the time of the subject death or disability, is already a (as applicable) shareholder, member, partner or other category of owner of your Franchised Business; or, (iii) the Franchised Business itself. Any other sale, transfer or assignment of the deceased's or disabled's interest in you or your Franchised Business shall be subject to all of the provisions of Section 14.4 of this Agreement ("Transfer By You – Sale to a Third Party"). You agree to immediately report to us all such transfers or assignments of ownership in your business entity in accordance with the procedure set forth in our Manual or otherwise.

14.6.3. Upon the death or disability of your last surviving owner, that person's rights will pass to his or her estate, heirs, legatees, guardians or representatives, as appropriate (collectively, the "**Estate**"). The Estate shall have a reasonable period of time (not to exceed six (6) months) following the death or disability to sell (as applicable) Franchisee or the Franchised Business in accordance with the provisions of Section 14.4 and subject to our right of first refusal under Section 14.5. Until such sale, transfer or assignment is consummated, the Estate may continue the operation of your Franchised Business but only if, at all times, a Center Manager, as necessary, of your Franchised Business is at all times supervising the operation of your Franchised Business and, further, only if all other terms and provisions of this Agreement are complied with. Failure to comply with one of the above alternatives will be a material breach of this Agreement which, unless cured by the Estate, will result in this Agreement being terminated immediately upon notice.

14.6.4. If at any time following the death or disability of your last surviving owner, the Estate fails to have an approved Center Manager, as necessary, supervising the operation of your Franchised Business on a full time basis, then until the Estate retains an approved Center Manager, as necessary, we may assume full control of and operate your Franchised Business in order to prevent any interruption of the Franchised Business operations which could cause harm to the Franchised Business, but will have no obligation to do so. If we do so, then during this period, all monies from the operation of the Franchised Business shall be kept in a separate account, and we will deduct our expenses for travel, lodging, meals and all other expenses and fees from your Franchised Business's Gross Revenues and also pay ourselves a management fee equal to Twenty Percent (20%) of the Franchised Business's monthly Gross Revenues ("**Management Fee**"). This Management Fee will be in addition to the Royalty Fee due us under this Agreement. We will then remit any remaining funds to the Estate. The Estate and any Guarantor of this Agreement must pay us any deficiency in sums due to us under this Agreement within ten (10) days of our notifying the Estate and such Guarantor of the deficiency. We will not be obligated to operate your Franchised Business. If we do so, we will not be responsible for any operational losses of the Franchised Business, nor will we be obligated to continue operating the Franchised Business. You agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

14.7. No Waiver of Claims. Our consent to a transfer of any interest described herein shall not constitute a waiver of any claims which we may have against the transferring party, nor shall it be deemed a waiver of our right to demand material and full compliance with any of the terms of this Agreement by the transferee.

14.8. Your Offer and Sale of Securities. If you intend to offer and sell securities of any type or nature or other ownership interests in you, the Franchised Business, any owner and/or any of your Guarantors, then you must give us written notice at least sixty (60) days prior to the date of commencement of any such offering. Any such offering shall be subject to our right of first refusal, as set forth above in Section 14.5, and shall comply with any written policies adopted and announced by us from time to time.

You must submit to us for our review and consent, at least thirty (30) days prior to your filing them with any government agency, any and all materials required by federal and/or state law for any direct or indirect offer or sale of securities or other ownership interests. If your offering of securities or other ownership interests will be exempt from federal and/or state filing requirements, then any materials you will use in any such exempt offering shall be submitted to us for our review and consent at least thirty (30) days prior to their use. Our review of your offering materials and information included therein will be conducted solely for our benefit and not for the benefit or protection of any other person. All of your offering materials and documents must include legends and statements as we may specify, including legends and statements which disclaim our liability for, or involvement in, your offer and sale of securities or other ownership interests, and must advise all offerees that our review of your offering materials must not be deemed in any fashion our approval, endorsement, acceptance or adoption of any representation, warranty, covenant or projection contained in those materials. Your offer and sale of securities and other ownership interests is specifically embraced by your indemnification of us and the other Franchisor Parties identified in Article 15 ("Indemnification") of this Agreement. Any other participant in your offer of securities or other ownership interests must agree to fully indemnify us in a parallel fashion in that form which we prescribe. You agree to reimburse us for our reasonable costs and expenses in reviewing your proposed offering, including, without limitation, legal and accounting fees.

14.9. Bankruptcy. If you, your Franchised Business or any owner of you and/or your Franchised Business is the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code, as amended, and if this Agreement does not terminate as provided in Section 17 below, but, instead, is to be assumed by, or assigned to, a third party individual or entity which has made a *bona fide* offer to accept an assignment of this Agreement as contemplated by the U.S. Bankruptcy Code, then you must notify us of any such proposed assignment or assumption within five (5) days after your receipt of such proposed assignee's offer to accept assignment or to assume your rights and obligations under this Agreement. Such notice must be given to us, in any event, no later than ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption.

The notice required above must contain the following: (i) the name and address of the proposed assignee; (ii) all of the terms and conditions of the proposed assignment and assumption; and, (iii) adequate assurance to be provided to us to assure the proposed assignee's future performance (as defined below) under this Agreement, including (without limitation) the assurance referred to in Section 365 of the U.S. Bankruptcy Code and the satisfaction of the preconditions to assignment set forth in Section 14.4 of this Agreement. We will then have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed assignment and assumption, to accept an assignment of this Agreement to ourselves, our affiliate or another franchisee, upon the same terms and conditions, and for the same consideration (if any), as in the *bona fide* offer made by the proposed assignee, less any brokerage commissions or other expenses which may be saved by you as a result of our exercise of the rights and options granted to us herein. Under no circumstance shall we be liable for the payment of any brokerage commissions or other expenses as a result of our exercise of our rights and options hereunder unless we otherwise agree in writing.

"**Adequate assurance of future performance**", as used above, shall mean that we shall have been furnished with specific evidence that any proposed assignee of this Agreement can and will comply with all operational and other performance requirements, and with all conditions, obligations, duties, covenants

and requirements of a franchisee under: (i) this Agreement; (ii) the standard form Franchise Agreement then being offered to our franchisees; (iii) such other ancillary agreements as we may require; and (iv) any of our policies describing our franchisees' duties, obligations, conditions, covenants or performance requirements. You understand and agree that adequate assurance of future performance shall mean that any proposed assignee must satisfy the conditions set forth in Section 14.4 above.

14.10. No Waiver of our Rights. Our consent to any sale, transfer or assignment under this Article 14 shall not constitute a waiver of any claims we may have against you, your Franchised Business, any of your owners and/or any of your Guarantors, nor shall our consent be deemed a waiver of our right to require exact compliance with any of the terms of this Agreement by any assignee.

ARTICLE 15
INDEMNIFICATION

You agree that you will, at your sole cost, at all times defend and hold harmless us, any affiliate of ours, the affiliates, subsidiaries, successors, assigns and designees of each; and, the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of all of the foregoing (we and all others referenced above being the "**Franchisor Parties**"), and indemnify and hold harmless us and the Franchisor Parties to the fullest extent permitted by law, against all claims, losses, liabilities and costs (as denominated in the following paragraph) incurred in connection with any judicial, administrative or arbitration action or proceeding (including bankruptcy, insolvency, debtor/creditor or similar proceedings), suit, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to any element of your entry into this Agreement; your establishment, construction, ownership, opening and operation of your Franchised Business, including any other business operating within or in relation to the Center (which other business, if any, shall be subsumed within this paragraph's references to the Center) and further including (without limitation) any personal, bodily or mental injury, death, property damage or loss, suffered by any customer, visitor, manager, operator, supplier, employee or guest of the Franchised Business; crimes committed on or near any of the premises or facilities of your Franchised Business or vehicles used by your Franchised Business; all acts, errors, neglects or omissions engaged in by you, your contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation or upgrading of your Center, whether or not any of the foregoing was approved by us; defects in any Center you construct and/or operate, whether or not discoverable by you or by us; product recalls resulting from or related to your acts, errors or omissions; all acts, errors, neglects or omissions of you or the Franchised Business and/or the owners, officers, directors, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives of you and/or the Franchised Business and/or the Center's Location (or any third party acting on your behalf or at your direction), whether in connection with the Franchised Business, the Center's Location or otherwise, including (without limitation) any property damage, injury or death suffered or caused by any vehicle serving your Franchised Business; any claim, however and wherever asserted, that we or our affiliates are the employer, joint employer or co-employer of you and/or your employees; third party claims against us arising from or related to your breach of the terms, restrictions and requirements of this Agreement (including, without limitation, your unauthorized use of the Proprietary Marks, violation of any applicable laws, codes, rules or regulations or failure to comply with Privacy Laws (as defined in Section 20.3)); your violation of Privacy Laws; all liabilities arising from your offer, sale and/or delivery of programs, products and/or services as contemplated by this Agreement; your offer, sale and/or delivery of securities, equity interests or other ownership interests in you or the Franchised Business; all activities, conduct and representations which you may engage in connected to any actual or attempted transfer or assignment (as defined in Section 14.2) of any interest whatsoever in you or the Franchised Business (or any entity which controls (as defined in Section 14.2) you or the Franchised Business); and, any action by

any customer of yours or visitor to your Center or any other facility operated in conjunction with your Franchised Business (collectively, an "**Indemnification Claim**").

As used above, the phrase "**claims, losses, liabilities and costs**" includes all claims; causes of action; fines; penalties; liabilities; losses; employment liabilities; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damage to our reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Franchisor Parties' attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by you pursuant hereto, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of the actions, activity or defense.

Specifically excluded from the indemnity you give hereby is any liability associated with our or the other Franchisor Parties' gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).

You agree to give us written notice of any suit, judicial or administrative investigation, proceeding, claim, demand, inquiry or any other event that could be the basis for an Indemnification Claim within three (3) days of your actual or constructive knowledge of it. At our election, you will also defend us and the other Franchisor Parties (including us) against the Indemnification Claim. We will have the right, at your cost, to control the defense of any Indemnification Claim (including the right to select its counsel or defend or settle any Indemnification Claim at your sole expense) if we determine that such Indemnification Claim may directly or indirectly affect the interests of any of the Franchisor Parties (including us). Or undertaking of defense and/or settlement will in no way diminish your obligation to indemnify the Franchisor Parties and hold them harmless.

We will have the right, at any time we consider appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to any Indemnification Claim if, in our sole judgment, there are reasonable grounds to do so. None of the Franchisor Parties (including us) shall be required to seek recovery from third parties or otherwise mitigate their losses to claim indemnification from you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable from you by any of the Franchisor Parties (including us). The indemnification obligations of this Article 15 will survive the expiration or sooner termination of this Agreement.

ARTICLE 16
RELATIONSHIP OF THE PARTIES

16.1. Relationship of the Parties. You understand and agree that you are and will be our independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of your employees will be considered to be our employees. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. We will not have the power to hire or fire your employees. You expressly

agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for your Franchised Business does not directly or indirectly vest in us the power to hire, fire or control any such employee.

You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of your Franchised Business and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in our Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Franchised Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Franchised Business.

You may not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement. Except as expressly provided in this Agreement, we may not control or have access to your funds or the expenditure of your funds or in any other way exercise dominion or control over your Franchised Business. Except as otherwise expressly authorized by this agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the Franchised Business.

16.2. Franchisee is the Sole and Exclusive Employer of its Employees. Franchisee hereby irrevocably affirms, attests and covenants its understanding that in no fashion is Franchisee, or may Franchisee be deemed to be, Franchisor's employee (under any theory or definition of "employee" or "employment") and that Franchisee's employees are employed exclusively by Franchisee and in no fashion is Franchisee or any such employee either employed, jointly employed or co-employed by Franchisor. Franchisee further affirms and attests that each of its employees is under the exclusive dominion and control of Franchisee and never under the direct or indirect control of Franchisor in any fashion whatsoever. Franchisee alone hires each of its employees; sets their schedules; establishes their compensation rates; and, pays all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/Affordable Care Act contributions/unemployment insurance premiums). Franchisee alone has the ability to discipline or terminate its employees to the exclusion of Franchisor, which has no such authority or ability. Franchisee further attests and affirms that any minimum staffing requirements established by Franchisor are solely for the purpose of ensuring that Franchisee's Center is at all times staffed at those levels necessary to operate Franchisee's Center in conformity with the System and the products, services, standards of quality and efficiency, and other Wise Wonder Enrichment brand attributes known to and desired by the consuming public and associated with the Proprietary Marks. Franchisee affirms, warrants and understands that it may staff its Center with as many employees as it desires at any time so long as Franchisor's minimal staffing levels are achieved. Franchisee also affirms and attests that any recommendations it may receive from Franchisor regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist it to efficiently operate its Center, and that Franchisee is entirely free to disregard Franchisor's recommendations regarding such employee compensation. Moreover, Franchisee affirms and attests that any training provided by Franchisor for Franchisee's employees is geared to impart to those employees, with ultimate authority, the various procedures, protocols, systems and operations of a franchised Center and in no fashion reflects any employment relationship between Franchisor and such employees. Finally,

should it ever be asserted that Franchisor is the employer, joint employer or co-employer of Franchisee or any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agrees to assist Franchisor in defending said allegation, including (if necessary) appearing at any venue requested by Franchisor to testify on Franchisor's behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Franchisor is the employer, joint employer or co-employer of Franchisee or any of Franchisee's employees). To the extent Franchisor is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchisee, then should any such appearance by Franchisee be required or requested by Franchisor will recompense Franchisee the reasonable costs associated with Franchisee appearing at any such venue (including travel, lodging, meals and *per diem* salary).

ARTICLE 17
TERMINATION

17.1. Automatic Termination – No Right to Cure.

17.1.1. You acknowledge and agree that each of your obligations described in this Agreement is a material and essential obligation of yours; that non-performance of such obligations will adversely and substantially affect us and the System; and that our exercise of the rights and remedies set forth herein is appropriate and reasonable.

17.1.2. You shall be in default under this Agreement, and all rights granted to you herein shall automatically terminate without notice to you, if you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Location or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

17.2. Termination By Us Upon Notice - - No Opportunity to Cure. You shall be deemed to be in material default and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default effective immediately upon your receipt of notice (which, whether sent by overnight courier, personal delivery or any other manner authorized by Section 24.1 below, will be deemed to have been received by you upon delivery or first attempted delivery of the notice to you), upon the occurrence of any of the following events:

17.2.1. If you operate the Center or sell any products or services authorized by us for sale at the Center at a location which has not been approved by us.

17.2.2. If you fail to acquire an Accepted Location for the Center within the time and in the manner specified in Article 2.

17.2.3. If you fail to construct or remodel the Center in accordance with the plans and specifications provided to you under Section 2.4.1 as such plans may be adapted with our approval in accordance with Section 2.4.1.

17.2.4. If you fail to open the Center for business within the period specified in Section 2.7 hereof.

17.2.5. If you at any time cease to operate or otherwise abandon the Center, or lose the right to possession of the premises, or otherwise forfeit the right to do or transact business in the jurisdiction where the Center is located, or abandon the franchise relationship established under this Agreement; or, fail to operate you Center for three (3) consecutive days during which you are required to operate it under this Agreement, provided, however, that this provision shall not apply in cases of "**Force Majeure**" (meaning acts of God, strikes, war, riot, epidemic, acts of terrorism, or other forces beyond your control), if through no fault of yours the premises are damaged or destroyed by an event as described above, provided that you apply within thirty (30) days after such event, for our approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and you diligently pursue such reconstruction or relocation; such approval may be conditioned upon the payment of an agreed minimum fee to us during the period in which the Center is not in operation.

17.2.6. If you or any of your owners are convicted of, or have entered a plea of nolo contendere to, a felony, a crime involving moral turpitude, or other crime that we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interests therein.

17.2.7. If a threat or danger to public health or safety results from the construction, maintenance or operation of the Center, or you operate your Franchised Business in a fashion that, in our business judgment, in any way jeopardizes the life, health or safety of the general public, your customers and/or your employees. If you do so, then not only may we terminate this Agreement upon notice, but you agree that we may either beforehand or concurrently direct you to immediately close your Center; you shall immediately comply with such direction (which may be given orally or in writing); and, you shall hold us harmless from and against any claims whatsoever relating to our direction to close your Center.

17.2.8. If you or any of your owners purport to transfer any rights or obligations under this Agreement or any interest in you or the Center to any third party without our prior written consent or without offering us a right of first refusal with respect to such transfer, contrary to the terms of Article 14 of this Agreement.

17.2.9. If you fail to comply with the in-term covenants in Article 10 hereof.

17.2.10. If a transfer upon death or permanent disability is not transferred in accordance with Article 14 and within the time periods therein.

17.2.11. If you knowingly maintain false books or records, or submit any false reports to us.

17.2.12. If you breach in any material respect any of the covenants in any material respect set forth in Article 6 or have falsely made any of the representations or warranties set forth in Article 6.

17.2.13. If you misuse or make any unauthorized use of the Proprietary Marks or otherwise materially impair the goodwill associated therewith or our rights therein; provided that, notwithstanding the above, you shall be entitled to notice of such event of default and shall have twenty-four (24) hours to cure such default.

17.2.14. If you commit three (3) material events of default under this Agreement, within any twelve (12) month period, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by you after notice by us.

17.2.15. If you or any Center Manager of yours is not able to complete our initial training program to our satisfaction, after having given you the opportunity to designate a replacement Center Manager.

17.2.16. If you fail to comply with all applicable laws and ordinances relating to the Center, including anti-terrorism laws, or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation.

17.2.17. If you omitted or misrepresented any material fact in the information that you furnished to us in connection with our decision to enter into this Agreement.

17.2.18. If we and you agree in a mutually signed writing to terminate this Agreement.

17.2.19. If you do not maintain the financial records required by Section 11.1 of this Agreement.

17.2.20. If we or our designee conducts an audit of your Franchised Business which discloses that any monthly report or statement which you submitted to us understated your Gross Revenues by (i) two percent (2%) or more on three (3) separate occasions within any thirty-six (36) month period or (ii) five percent (5%) or more for any month within a reporting period and/or for any entire reporting period.

17.2.21. If you refuse us permission to inspect, or to conduct an operational and/or financial audit of, your Franchised Business.

17.2.22. If you take, withhold, misdirect or appropriate for your own use any funds withheld from your employees' wages which should have been set aside for the Franchised Business' employee taxes, FICA, insurance or benefits; wrongfully take or appropriate for your own use our property or funds; systemically fail to deal fairly and honestly with your employees, customers or suppliers; or knowingly permit or, having discovered the facts, fail to take any action against, or to discharge, any agent, servant or employee who has embezzled our funds or property or that of any customers or others.

17.2.23. If, after curing a default which is subject to cure under Section 17.3 below, you commit the same act of default again within six (6) months.

17.2.24. If you make a willful misrepresentation or do not make a material disclosure required by any governmental or quasi-governmental authority regarding any matter involving or affecting the operations of your Franchised Business and your Center.

17.2.25. If you interfere or attempt to interfere in any manner with our or our affiliates' contractual relations and/or our relationships with other franchisees; any supplier of you, us or other

franchisees; any governmental or quasi-governmental authority; our employees or advertising agencies; or, any third parties.

17.2.26. If you, your Franchised Business, your Center Manager and/or your Center engages in any act or practice which subjects you and/or us to widespread publicity, ridicule or derision.

17.2.27. If you breach the provisions of this Agreement relating to advertising standards and do not cure this breach within three (3) days following written notice from us.

17.2.28. If you purchase any proprietary programs, products or services from us or our affiliates, or purchase from us, our affiliates or any third party non-proprietary goods, programs, products or services pursuant to a Systemwide Supply Contract we negotiate, and you use, divert, sell or otherwise exploit such programs, products or services for the benefit of any other individual, entity or business.

17.2.29. If you make any use of our confidential information and/or Proprietary Marks not specifically authorized by this Agreement or our Manual, or you directly or indirectly utilize or devote same for the benefit of any individual or entity other than your Franchised Business.

17.2.30. If you default under any agreement between you and any lessor or sublessor of your Center's Location and you do not cure the default within the period specified in the lease or sublease (as applicable) for you Center's Location.

17.2.31. If you engage in any act or conduct, or fail to engage in any act or conduct, which under this Agreement specifically authorizes us to terminate this Agreement immediately upon notice to you.

17.3. Termination By Us - - Thirty Days to Cure. Except as provided in Section 17.1, 17.2 or in this Section 17.3, you will have thirty (30) calendar days after we furnish you with a written notice of default, transmitted in accordance with the terms of Section 24.1 of this Agreement, to cure any default under this Agreement (or, if the default cannot reasonably be cured within this time, to initiate action to cure the default within such time and complete cure within the shortest reasonable time thereafter) and to provide us with evidence that you have done so.

If you have not cured any default within the applicable cure period specified in this Section 17.3 (or, if the default cannot reasonably be cured within such time, you have not initiated action to cure the default within the applicable cure period and thereafter cure the default within the shortest reasonable time thereafter), or any longer period that applicable law may require, this Agreement will terminate immediately upon expiration of the applicable cure period, or any longer period required by applicable law, without further notice to you.

You will be in default of this Agreement for any failure to comply with any of the requirements imposed upon you and your owners and Guarantors (as defined in Section 23.2) by this Agreement, our Manual and/or all Supplements to the Manual or if you and/or your owners or Guarantors otherwise fail to fulfill the terms of this Agreement in good faith. These defaults include the following events, which are set forth as examples only and are not meant to, nor shall they be deemed to, delineate all of the possible defaults which you may commit under this Agreement:

17.3.1. You fail, refuse or neglect to pay promptly when due any money owed to us, our affiliates or any lender which has provided financing to your Franchised Business. The cure period for this default shall not be the above-referenced thirty (30) calendar days but, instead, will be five (5) calendar days after we transmit to you a written notice of default. If you fail to cure any such default within such

shortened cure period, then this Agreement will terminate immediately upon expiration of the applicable cure period.

17.3.2. You fail, refuse or neglect to submit the financial and non-financial reports and other information required to be submitted to us under this Agreement, our Manual or other written notices we transmit to you, or you make any false statements in connection with any reports or other information required to be submitted to us.

17.3.3. Your Franchised Business offers and sells any programs, products or services that we do not authorize under this Agreement or our Manual.

17.3.4. You fail to maintain your trade accounts in a current status and/or fail to seek to promptly resolve any disputes with trade suppliers.

17.3.5. You engage in any business, or market any program, product or service, under a name or mark which, in our opinion, is confusingly similar to the Proprietary Marks.

17.3.6. You fail to pay any taxes due and owing by your Franchised Business (including employee taxes) when due.

17.3.7. You do not use our Proprietary Marks and/or trade dress solely in the manner and for the purposes directed by us in this Agreement, our Manual or otherwise.

17.3.8. You violate the restrictions pertaining to advertising set forth in Article 8 of this Agreement.

17.3.9. You do not indemnify us and/or one of the Franchisor Parties as required by this Agreement.

17.3.10. By act or omission, you permit a continued violation in connection with the operation of the Franchised Business of any law, ordinance, rule or regulation of a governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief.

17.3.11. You fail to obtain or maintain any required permit, certificate or other governmental approval required either by this Agreement or applicable law, rule or regulation.

17.3.12. You employ any individual who is not eligible for employment in the United States under any federal, state, local or other law, rule or regulation.

17.3.13. You fail to operate your Center during the days and hours specified in our Manual without our prior written approval.

17.3.14. You fail to maintain and operate your Center in a good, clean and sound manner and in strict compliance with our standards for quality, cleanliness and maintenance as set forth in our Manual or otherwise.

17.3.15. If any Guarantor fails to comply with any of the requirements imposed by or pursuant to the Guaranty addressed in Section 23.2 of this Agreement and attached hereto as Exhibit J.

17.3.16. If you do not devote the amount of your time and attention and/or your best efforts to the performance of your duties of this Agreement necessary for the proper and effective operation of your Franchised Business.

17.3.17. If you fail to implement (and, at your expense, take all steps necessary to implement) and thereafter adhere to any new or changed System requirements.

17.3.18. If a final material judgment not subject to appeal is entered against you or any Guarantor and remains unsatisfied for more than thirty (30) days or, if any such judgment is subject to appeal, you do not prosecute such appeal within thirty (30) days (or such shorter period as any law, rule or regulation requires).

17.3.19. If you disclose or divulge any confidential information provided to you by us, or fail to obtain execution of covenants and related agreements required under Section 10.2.4 hereof within thirty (30) days following notice from us;

17.3.20. If you fail to propose a qualified replacement or successor Center Manager within the time required under Section 6.4 following ten (10) days' prior written notice.

17.3.21. If you fail to procure and maintain the insurance policies required by Article 12 and you fail to cure such default within ten (10) days following notice from us.

17.3.22. You fail to comply with any of the requirements imposed by this Agreement, as it may from time to time be amended or reasonably be supplemented by us, or fail to carry out the terms of this Agreement in good faith.

17.3.23. You fail, refuse, or neglect to obtain our prior written approval or consent as required by this Agreement.

17.3.24. You fail to maintain or observe any of the standards, specifications or procedures prescribed by us in this Agreement or otherwise in writing.

17.4. Description of Default. The description of any default in any notice that we transmit to you will in no way preclude us from specifying additional or supplemental defaults under this Agreement or any related agreements in any action, proceeding, hearing or lawsuit relating to this Agreement or the termination of this Agreement.

17.5. Your Failure to Pay Constitutes Your Termination of This Agreement. Your failure to timely cure any breach of your obligation to make payments of Royalty Fees, Worldwide Creative Marketing Fees, or any other monies due and owing to us or our affiliates under this Agreement, or to timely cure any other material breach of this Agreement committed by you, in either instance following our notice to you that you have committed a breach of this Agreement and granting you an opportunity to cure said breach (if such activities are required of us prior to our terminating this Agreement), will be irrevocably deemed to constitute your unilateral rejection and termination of this Agreement and all related agreements between you and us or our affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from us, and you shall never contend or complain otherwise.

17.6. Cross-Defaults, Non-Exclusive Remedies, Etc. Any default or breach by you, your affiliates and/or any Guarantor of yours of the Lease or Sublease for the Accepted Location or any other agreement between us or our affiliates and you and/or such other parties will be deemed a default under this Agreement, and any default or breach of this Agreement by you and/or such other parties will be

deemed a default or breach under any and all such other agreements between us or our affiliates and you, your affiliates and/or any Guarantor of yours. If the nature of the default under any other agreement would have permitted us (or our affiliate) to terminate this Agreement if the default had occurred under this Agreement, then we will have the right to terminate all such other agreements in the same manner provided for in this Agreement for termination hereof. Your "affiliates" means any persons or entities controlling, controlled by or under common control with you.

In each of the foregoing cases, we (and any of our affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

17.7. Continuance of Business Relations. Any continuance of business relations between you and us after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless you and we agree in writing to any such renewal, extension or continuation.

17.8. Our Right to Discontinue Services to You. If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 17, we have the right to suspend our performance of any of our obligations under this Agreement including, without limitation, the sale or supply of any services or products for which we are an approved supplier to you and/or suspension of your "click through" subpage on our Website, until such time as you correct the breach.

17.9. Amendment Pursuant to Applicable Law. Notwithstanding anything to the contrary contained in this Article, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit our rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement is deemed amended to satisfy the minimum notice periods or restrictions upon such termination required by such laws and regulations; provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth in this Agreement do not constitute "good cause" for termination within the meaning ascribed to that term by any applicable law or regulation. We shall not be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or proceeding relating to this Agreement or the termination of this Agreement.

17.10. Our Right to Send Notifications of Termination. Before or on the expiration or termination of this Agreement, we may give notice to third parties that your Center is leaving the System, and take any other action related to customers, suppliers and all other individuals or entities affected by such expiration or termination or which require or desire an identification of our System Centers.

ARTICLE 18
FURTHER OBLIGATIONS AND RIGHTS FOLLOWING THE TERMINATION OR EXPIRATION OF THIS AGREEMENT

18.1. Further Obligations and Rights Following the Termination or Expiration of this Agreement. If this Agreement expires or terminates for any reason or is transferred by you, you will cease to be one of our authorized franchisees and you will lose all rights to the use of our Proprietary Marks, the System, all confidential information and know-how owned by us and any goodwill (including "local" goodwill) engendered by the use of our Proprietary Marks and/or attributed to your conduct of the Franchised Business.

Upon expiration or earlier termination of this Agreement for whatever reason, you agree to:

18.1.1. Immediately pay all royalties, fees, sublease payments and other sums due and owing to us or our affiliates, plus interest, and all sums due and owing to any landlord, suppliers, employees, taxing authorities, advertising agencies, lenders and all other third parties.

18.1.2. Discontinue the use of the Proprietary Marks, and not operate or do business under any name or in any manner which might tend to give the general public the impression that you are operating a Franchised Business, a Center or any similar business. You may not use, in any manner or for any purpose, directly or indirectly, any of our confidential information, trade secrets, procedures, forms, techniques, know-how or materials acquired by you by virtue of the relationship established by this Agreement. You may never identify yourself to the public in any fashion whatsoever as a current or former Wise Wonder Enrichment franchisee.

18.1.3. Take all necessary action to cancel any assumed name or equivalent registration which contains the Proprietary Mark "Wise Wonder Enrichment", or any other Proprietary Mark of ours, or any variant, within fifteen (15) days following termination or expiration of this Agreement. If you fail or refuse to do so, we may, in your name, on your behalf and at your expense, execute all documents necessary to cause discontinuance of your use of the name "Wise Wonder Enrichment", or any related name used under this Agreement. You irrevocably appoint us as your attorney-in-fact to do so.

18.1.4. Upon any termination of this Agreement by us for cause, we will have the right immediately to enter and take possession of your Center to maintain continuous operation of the previously franchised business, provide for orderly change of management and disposition of personal property, and otherwise protect our interests. If you dispute the validity of our termination of the franchise, we will nevertheless have the option (which you irrevocably grant) to operate the business pending the final, unappealed determination of the dispute by a court of competent jurisdiction. If a court of competent jurisdiction makes a final, unappealed determination that the termination was not valid, we agree to make a full and complete accounting for the period during which we operated the previously franchised business.

18.1.5. If we terminate this Agreement because of your default or you terminate same through failure to make payment following notice and opportunity to cure (pursuant to Section 17.3), you must pay us all losses and expenses we incur as a result of the default or termination, including all damages, costs, expenses, and reasonable attorneys' and experts' fees directly or indirectly related thereto, such as (without limitation) lost profits, lost opportunities, damage inuring to our Proprietary Marks and reputation, travel and personnel costs and the cost of securing a successor franchised business at the Accepted Location. This obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of assets, property, furnishings, equipment, signs, fixtures owned by you or the Franchised Business at the time of termination and against any of your money which we are holding or which is otherwise in our possession.

18.1.6. Immediately deliver to us all training or other manuals furnished to you (including the Manual and Supplements to the Manual), computer software and database material, customer lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear our Proprietary Marks or slogans or insignias or designs, advertising contracts, forms and other materials or property of ours, and any copies of them in your possession which relate to the operation of the Franchised Business. You may retain no copy or record of any of these items, except for your copy of this Agreement, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law. You agree that the foregoing items, materials, lists, files, software and other similar items will be considered to be our property for all purposes.

18.1.7. Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

18.1.8. At our option, either change the telephone numbers utilized by your Franchised Business or, upon our written demand, direct the telephone company to transfer the telephone numbers listed for the Franchised Business to us or to any other person or location that we direct. If you do not promptly direct the telephone company to do so, you irrevocably appoint us as your attorney-in-fact to direct the telephone company to do so.

18.1.9. Strictly comply with the post-termination/post-expiration covenants not to compete set forth in Article 10 of this Agreement (including those restricting your ability to sell, assign, lease or otherwise grant possessory rights to your Center and/or Location to a party intending to conduct a Competitive Business thereat).

18.1.10. Continue to abide by those restrictions pertaining to the use of our confidential information, trade secrets and know-how set forth in Article 10 of this Agreement.

18.1.11. Immediately surrender to us all computer software, data storage disks or tapes and other electronic media used in the operation of the Franchised Business, printouts, and other information pertaining to computer operations, codes, procedures and programming. You agree not to destroy, damage, hide or take any steps to prevent us from obtaining any information which you had stored in the computer system of the Franchised Business. You agree not to retain any printouts, disks, tapes or other electronic media containing any of the programs or data stored in the computer system.

18.1.12. If you lease your Accepted Location from a third party and we elect not to assume possession of the Accepted Location and/or elect not to exercise our option under Article 19 below, then promptly upon termination or expiration of this Agreement, you agree to "de-identify" the Location in all respects by performing all redecoration and remodeling, and effecting physical changes to the Location and the Franchised Business' décor, trade dress, color combination, signs and other physical characteristics, as we consider necessary in our reasonable business judgment to distinguish the Location from a duly authorized Accepted Location. If you refuse, neglect or fail to do so, we have the right to enter upon the Location and effect such required changes at your sole risk and expense, and you hereby appoints us or our agents as your attorney(s)-in-fact with full authority to do so with no liability for trespass or any other illegality.

18.1.13. You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute our rights in and to the Proprietary Marks, and further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us constituting unfair competition.

18.1.14. You shall immediately furnish us with an itemized list of all advertising and sales promotion materials bearing the Proprietary Marks or any of our distinctive markings, designs, labels, or other marks thereon, whether located on your premises or under your control at any other location. We shall have the right to inspect these materials. We shall have the option, exercisable within thirty (30) days after such inspection, to purchase any or all of the materials at your cost, or to require you to destroy and properly dispose of such materials. Materials not purchased by us shall not be utilized by you or any other party for any purpose unless authorized in writing by us.

18.1.15. Upon execution of this Agreement, in partial consideration of the rights granted hereunder, you acknowledge and agree that all right, title and interest in the signs used at the Center are hereby assigned to us, and that upon termination or expiration of this Agreement, neither you nor any lien holder of yours shall have any further interest therein.

18.2. Assignment of Options by Us. We shall be entitled to assign any and all of our options in this Section 18 to any other party, without your consent.

18.3. Liquidated Damages. If we terminate this Agreement with cause, you must pay us liquidated damages equal to the average value of the Royalty Fees you paid or owed (per month) to us during the twelve (12) months before the termination multiplied by (i) twenty-four (24), being the number of months in two (2) full years, or (ii) the number of months remaining during the term of this Agreement, whichever is lower.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and each of your owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

ARTICLE 19
OUR OPTION UPON TERMINATION OR EXPIRATION

19.1. Option to Purchase Your Franchised Business's Assets, Computers and Computer and Point of Sale Systems.

19.1.1. Upon the termination or expiration of this Agreement for any reason, we, any of our affiliates, and/or any nominee or designee we name are hereby granted an option, exercisable within thirty (30) days after the termination or expiration becomes effective, to purchase as soon as practicable thereafter (including any period necessary for the obtaining of governmental approvals and consents of the concerned lessor) all of your operating assets relating to the Franchised Business. The date on which such purchase is closed will be referred to as the "**Closing Date**". The following terms and conditions will apply to the option granted by this Article 19:

(a) All leasehold improvements, furniture, fixtures, supplies, equipment, trade dress elements and inventory will be purchased at your original cost or for an amount equal to their fair market value, whichever is less. If you and we cannot agree on "fair market value", then an appraiser shall determine same in accordance with the procedures set forth in Section 19.2 below.

(b) All transferrable permits, licenses and other governmental authorizations will be transferred or assigned to us, our affiliate, nominee or designee (as applicable) at the soonest possible time.

(c) All printed material, forms and other materials purchased from us under this Agreement will be purchased for an amount equal to their cost (if any).

(d) All property, real or personal, sold to us or our affiliate, nominee or designee (as applicable) under this Article 19 must be free and clear of all liens, debts, claims, liabilities, leases, encroachments, covenants, conditions, restrictions, rights, rights of way and/or other encumbrances (except for tax liens and special and/or other assessments not delinquent) unless we, in our reasonable opinion (or that of our affiliate, nominee or designee, as applicable), determine that the existence of same either will not interfere with the proposed use of the property or that the existence of same are merely due to easements of record, zoning ordinances or statutes, use and occupancy restrictions of public record or other limitations which are generally applicable to similar properties in the vicinity.

19.1.2. You will convey to us (or our affiliate, nominee or designee, as applicable) good and merchantable, full, legal, equitable and beneficial title to all of the foregoing assets by means of appropriate deeds, bills of sale and assignments containing warranties of title. You hereby irrevocably designate us as your attorney-in-fact and proxy to execute any and all instruments necessary and appropriate to effect such conveyance and will sign any other documents or agreements necessary for our appointment as such. We (or our affiliate, nominee or designee, as applicable) will have the right at our option to assume any liabilities encumbering the assets sold under the provisions of this Article 19 or any of the liabilities for which we would otherwise be indemnified by you pursuant to Article 15 ("Indemnification") of this Agreement, and reduce the consideration payable to you accordingly. You will pay all transfer taxes and recording fees, if any.

19.1.3. All rents, interest, assessments, taxes and other charges or royalties related to the assets to be conveyed, the payment period of which began before the Closing Date, will be prorated to the Closing Date on the basis of the most recent rates available, and the prorated amount will be added to or subtracted from, as the case may be, the consideration payable to you.

19.1.4. You agree to use your best efforts to assist us (or our affiliate, nominee or designee, as applicable) in obtaining any government or other approvals or consents necessary to carry out the terms and intent of this Article 19.

19.2. Appraisals. If you and we cannot agree within a reasonable time on the fair market value of any assets we, our affiliate, nominee or designee acquire from you pursuant to this Article 19, or the commercially reasonable terms of any lease we require you to enter into for land and facilities owned by you (or any affiliate) and utilized by the Franchised Business, then such dispute will be resolved by means of an appraisal conducted in the following fashion. If, within sixty (60) days following your receipt of our notice that we intend to exercise one or more of the options set forth above, you and we cannot agree on the fair market value of the item in question, then you and we within the next seven (7) days shall each select one (1) appraiser and notify the other party of its designee. The two appraisers you and we select will be instructed to meet within thirty (30) days following their selection for the purpose of selecting a third appraiser to serve with them. If the two appraisers you and we select cannot agree on the selection on the third appraiser within fifteen (15) days after the selection of the last of them, then you shall select the third appraiser from a list of three (3) appraisers we propose in writing. In the event our disagreement pertains to the commercially reasonable terms of any lease you are required to enter into with us for the Location (if you own it), then each appraiser selected must have received the MAI designation and must be actively engaged in appraisal work in the county in which the Accepted Location is located. The appraisers' determination of the fair market value of any item(s) we intend to purchase from you, or the commercially reasonable terms of the lease for your owned Location, will be binding on both of us. If following the appraisal we exercise any of the options set forth above, then you and we will each pay one half (1/2) of the cost of any and all such appraisals. If we do not elect to exercise any option provided herein following

the appraisals then we alone shall bear the cost of all of the appraisal. If we exercise any of the options granted to us above, we will have the right to set off from all amounts due to you any and all amounts which are due and owing by you to us and our affiliates.

19.3. Timing. If we exercise our option to purchase (or, with respect to your Center's Location, lease) any of the assets of your Franchised Business as provided in this Article 19, then the Closing Date shall be no later than sixty (60) days after either you and we agree on the fair market value of the assets in question (or, with respect to the Accepted Location, the commercially reasonable terms for our lease for such Accepted Location) or, if you and we cannot agree on same, no later than sixty (60) days after the determination of such fair market value/commercially reasonable terms furnished by the appraisers provided for in Section 19.2 of this Agreement.

ARTICLE 20
TECHNOLOGY

20.1. Computer Systems and Software. The following terms and conditions shall apply with respect to your computer system:

20.1.1. We shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Centers, including without limitation: (a) computer hardware, software, internet connections and service, point of sale system, printers, classroom management software, dedicated phone lines and other computer and technology related accessories, peripherals and equipment (collectively, the "**Computer System**"). Before the opening of your Center, you agree to procure and install, at your expense, the Computer System. You agree to obtain and maintain high-speed communications access, such as broadband, DSL or other high-speed capacity that we require for your Computer System. You agree to provide all assistance we require to bring your Computer System online with our computers at the earliest possible time and to maintain these connections as we require. You also agree to maintain at all times a functioning e-mail address for your Franchised Business.

20.1.2. We shall have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs and accounting system software that you must use in connection with the Computer System, including without limitation classroom management software ("**Required Software**"), which you shall install; (b) updates, supplements, modifications, or enhancements to the Required Software, which you shall install; (c) the tangible media upon which you shall record data; and (d) the database file structure of your Computer System.

20.1.3. You shall record all sales on computer-based point of sale systems approved by us or on such other types of systems as may be designated by us in the Manual or otherwise in writing ("**Point of Sale Systems**"), which shall be deemed part of your Computer System.

20.1.4. You agree, at your expense, to keep your Computer System in good maintenance and repair. You shall make, from time to time, such upgrades and other changes to the Computer System and Required Software as we may require in writing (collectively, "**Computer Upgrades**"). By way of example, but without limitation, we may change our designated Point of Sale System vendor at any time and in our sole discretion, and if and when we do, you will be required (at your sole cost and expense) to utilize such new vendor. We may also mandate that you add memory, ports, accessories, peripheral equipment and additional, new or substitute software. Following our testing and determination that it will prove economically or systemically beneficial to you and to us, you agree to install at your own expense the additions, modifications, substitutions and/or replacements to your Computer System hardware,

software, telephone and power lines and other Computer System facilities as we direct, on the dates and within the times we specify in our Manual or otherwise.

20.1.5. You shall comply with all specifications issued by us with respect to the Computer System and the Required Software, and with respect to Computer Upgrades. You shall also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form, and at the times requested by us.

20.1.6. Upon termination or expiration of this Agreement, you must return all software, disks, tapes and other magnetic storage media to us in good condition, allowing for normal wear and tear.

20.1.7. You will provide to us all user ID's and passwords required to access files and other information stored on your Franchised Business's Computer System and Required Software. You will at all times ensure that the only personnel conducting transactions on Computer System and Required Software will be those who have been trained and qualified in accordance with the requirements of our Manual.

20.2. Data. We may, from time to time, specify in the Manual or otherwise in writing the information that you shall collect and maintain on the Computer System installed at the Center, and you shall provide to us such reports as we may reasonably request from the data so collected and maintained. You agree to input and maintain in your Computer System all data and information which we prescribe in our Manual, in our proprietary software (if any) and its manuals, and otherwise. We will have independent access to the Computer System and we may retrieve from the Computer System all information that we consider necessary, desirable or appropriate. You must accurately, consistently and completely record and provide through the Computer System all information concerning the operation of the Franchised Business that we require, in the form and at the intervals that we require. All data pertaining to the Center, and all data created or collected by you in connection with the System, or in connection with your operation of the Center (including without limitation data pertaining to or otherwise concerning the Center's customers) or otherwise provided by you (including, without limitation, data uploaded to, or downloaded from your Computer System) is and will be owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We hereby license use of such data back to you for the term of this Agreement, at no additional cost, solely for your use in connection with your Franchised Business.

20.3. Privacy. You shall (i) abide by all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of information that can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual or pertains in any way to an identified or identifiable individual ("Personal Information"), in any way, including, but not limited to, national data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules ("**Privacy Laws**"); (ii) comply with all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us that relate to Privacy Laws and the privacy and security of Personal Information; (iii) refrain from any action or inaction that could cause us to breach any Privacy Laws; (iv) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us in compliance with the Privacy Laws; and (v) immediately report to us the theft or loss of Personal Information (other than the Personal Information of your own officers, directors, shareholders, employees or service providers). You must also comply with payment card industry ("**PCI**") standards, norms, requirements and protocols, including PCI Data Security Standards. If there is a conflict between our standards and policies pertaining to Privacy Laws and applicable law, you shall: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel as we may

request to assist us in our determination regarding the most effective way, if any, to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law.

20.4. Intranet. We may establish a website providing private and secure communications between us, you, franchisees, licensees and other persons and entities as determined by us, in our sole discretion (an "Intranet"). You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Intranet, and utilizing the Intranet in connection with the operation of the Center. The Intranet may include, without limitation, the Manual, training other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You shall purchase and maintain such computer software and hardware as may be required to connect to and utilize the Intranet. You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Intranet, if any, and/or such other computer systems as we may reasonably require.

20.5. On-line Use of Proprietary Marks. You shall not use the Proprietary Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, and/or other identification of you in any electronic medium. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without our prior written consent as to your plan for transmitting such advertisements.

20.6. No Outsourcing Without Prior Written Consent. You shall not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of your obligations without our prior written approval therefor, unless we have designated an approved supplier to provide such services. Our consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with us and you in a form that is reasonably provided by us.

20.7. Changes to Technology. You and we acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System, including the requirement that you, at your expense purchase, install and utilize at your Franchised Business and Center such hereafter developed modes of computerization, communication, media and/or interfaces as we, in our sole business judgment, determine to incorporate into the System, and you agree that you shall abide by those reasonable new standards established by us as if this Article 20 were periodically revised by us for that purpose. You shall do so at such time and in such manner as we designate, in our Manual or other written notice. You acknowledge and understand that this Agreement does not place any limitations on either our right to require you to obtain Computer Upgrades or the cost of such Computer Upgrades. In addition to any Computer Upgrades that you may be required to make in connection with the operation of your Center, you acknowledge we may develop new technological advancements aimed at enhancing the System.

20.8. Credit Cards and Other Modes of Payment. You agree to become and remain a merchant for any credit cards and/or debit cards which we may specify in our Manual or otherwise. Further, you agree to maintain the creditworthiness required of each of these credit card or debit card issuers; to honor these cards for credit purposes; and, to abide by all related regulations and procedures that we and/or the credit card and/or debit card issuer prescribes. Further, you agree that, at your sole expense, you shall at our direction and by the time we specify purchase, install and utilize such equipment, facilities and personnel necessary to enable now or hereafter developed alternative modes of customer payments (beyond

cash, credit cards and debit cards). Such alternative modes of payment may include, by way of example only, "smart phone" payment transactions.

20.9. Compliance with Security Protocols. You agree to assure all communication connections (of whatever form, wireless, cable, internet, broadband or other) and access to financial information, especially credit card information, is at all times kept secure in a manner which is in compliance with all legal requirements and, particularly, with all security requirements of the issuing credit card companies. You further agree to hold us and the other Franchisor Parties (as defined in Article 15) harmless from any and all claims and liabilities related to same. In addition, at your cost, you agree to provide us with a written report of verification from a specialist approved by us confirming compliance with the obligations imposed by this Section and any other proof of such compliance that we may reasonably require.

ARTICLE 21
SECURITY INTEREST

21.1. Collateral. You grant to us a security interest ("**Security Interest**") in all of the furniture, fixtures, equipment, signage, and realty (including your interests under all real property and personal property leases) of the Center, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Center. All items in which a security interest is granted are referred to as the "**Collateral**".

21.2. Indebtedness Secured. The Security Interest is to secure payment of the following (the "**Indebtedness**"):

(i) All amounts due under this Agreement or otherwise by you;

(ii) All sums which we may, at our option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness;

All expenses, including reasonable attorneys' fees, which we incur in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting our rights under the Security Interest and this Agreement; and

(iii) All other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of you to us or third parties under this Agreement, however created, and specifically including all or part of any renewal or extension of this Agreement, whether or not you execute any extension agreement or renewal instruments.

Our Security Interest, as described herein, shall be subordinated to any financing related to your operation of the Center, including, but not limited to, a real property mortgage and equipment leases.

21.3. Additional Documents. You will from time to time as required by us join with us in executing any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to us.

21.4. Possession of Collateral. Upon default and termination of your rights under this Agreement, we shall have the immediate right to possession and use of the Collateral.

21.5. Our Remedies in Event of Default. You agree that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at our option and without notice, become due and payable immediately, and we shall then have the rights, options, duties, and remedies of a secured party under, and you shall have the rights and duties of a debtor under, the Uniform Commercial Code of New York (or other applicable law), including, without limitation, our right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by us in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to you pursuant to the notice provisions set forth above.

21.6. Special Filing as Financing Statement. This Agreement shall be deemed a security agreement and a financing statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a financing statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

ARTICLE 22
YOUR ACKNOWLEDGMENTS

22.1. Your Acknowledgments. You acknowledge, warrant and represent to us, with the intention that we will be relying thereon in entering into this Agreement, that:

22.1.1. No representation has been made by us or our affiliates (or any of our or their officers, directors, managers, employees, agents, "franchise sellers" (as such term is defined by law), salespersons or any of its representatives) which has been relied upon by you or any of your affiliates as to the future or past revenues, income, expenses, sales volume or potential profitability, earnings or income of the Franchised Business, Center, or any other Business or Center, other than any information we may have provided in our franchise disclosure document, nor have we or any of the foregoing made any representations, statements or promises to you which conflict with, contravene or vary from the contents of our franchise disclosure document. You acknowledge and agree, and covenant never to assert otherwise in any setting, that the foregoing representations (and your other representations in this Agreement) are statements of indisputable fact and thus do not constitute any waiver of any rights or protections which you may enjoy under any franchise or similar law, rule or regulation.

22.1.2. No representation or statement has been made by us (or any of our or their officers, directors, managers, employees, agents, salespersons, or any of its representatives) which has been relied upon by you regarding our anticipated income, earnings and growth or that of the System, or the viability of the business opportunity being offered under this Agreement.

22.1.3. Before executing this Agreement, you have had the opportunity to contact all of our existing franchisees.

22.1.4. You have been advised and given the opportunity to independently investigate, analyze and construe both the business opportunity being offered under this Agreement, and the terms and provisions of this Agreement, using the services of legal counsel, accountants or other advisers (if you so elect) of your choosing. You have either consulted with these advisors or have deliberately declined to do so.

22.1.5. You have received from us a copy of our Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise at least fourteen (14)

calendar days before the execution of this Agreement or at least fourteen (14) calendar days before the payment by you to us of any consideration in connection with the sale or proposed sale of the franchise granted by this Agreement.

22.1.6. No representation or statement has been made by us or our affiliates (or any of our or their officers, directors, managers, employees, agents, salespersons, or any of its representatives) which has been relied upon by you regarding your ability to procure any required license, permit, certificate or other governmental authorization that may be necessary or required for you to carry out the activities contemplated by this Agreement.

22.1.7. You affirm that all information set forth in all applications, financial statements and submissions to us are true, complete and accurate in all respects, and you expressly acknowledge that we are relying on the truthfulness, completeness and accuracy of this information.

22.1.8. Attached hereto as Exhibit I is a Franchisee Disclosure Acknowledgment Statement. You shall have received and answered the questions thereon, relating to representations that have or have not been made to you. You have executed the Statement voluntarily and attached it hereto.

22.1.9. You understand and agree that we may manage and change the System and our business in any manner that is not expressly prohibited by this Agreement. Whenever we have the right within this Agreement to take or withhold action or to grant or decline to you the right to take or withhold action, we may make such a decision on the basis of our business judgment of what is in our best interests and those of the System and the franchise network, without regard to whether other reasonable alternative decisions exist or whether our decision adversely affects you. Absent applicable statute, we shall have no liability for such a decision and you agree that our decision will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, you agree that such a covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants to us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder.

22.1.10. Although we retain the right to establish and periodically modify System standards, which you have agreed to maintain in the operation of the Franchised Center, you retain the right and sole responsibility for the day-to-day management and operation of the Center and the implementation and maintenance of System standards at the Center.

22.1.11. You acknowledge and agree that we may modify the offer of our franchises to other franchisees in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

22.1.12. You acknowledge that the success of the business venture contemplated under this Agreement is speculative and depends, to a large extent, upon your ability as an independent businessperson, your active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of services provided as well as other factors. We do not make any representation or warranty express or implied as to the potential success of the business venture contemplated hereby.

22.1.13. You acknowledge that the covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on you, since you have other considerable skills, experience and education which afford you the opportunity to derive income from other endeavors.

ARTICLE 23
LIABILITY OF "FRANCHISEE"; GUARANTY

23.1. Liability of "Franchisee". The terms "Franchisee" and "you" as used in this Agreement will refer to each person executing this Agreement as Franchisee, whether that person is one of the spouses, partners, proprietors, shareholders, trustees, trustors or beneficiaries or persons named as included in you, and will apply to each of these persons as if he/she were the only named Franchisee in this Agreement. If you are a married couple, both husband and wife executing this Agreement will be liable for all your obligations and duties as Franchisee under this Agreement as if the spouse were the sole Franchisee under this Agreement. If you are a partnership or proprietorship, or if more than one person executes this Agreement as Franchisee, each partner, proprietor or person executing this Agreement will be liable for all obligations and duties of Franchisee under this Agreement. If you are a trust, each trustee, grantor and beneficiary signing this Agreement will be liable for all the obligations and duties of Franchisee under this Agreement. All owners of such entity executing this Agreement will be liable for all obligations and duties of Franchisee under this Agreement as if each such owner or the sole franchisee under this Agreement.

23.2. Guaranty. We may require certain individuals or other entities (the "**Guarantors**") to guarantee all of your duties, requirements and obligations under this Agreement, both financial and non-financial, by executing a guaranty substantially in the form of Exhibit J to this Agreement (the "**Guaranty**"). In the event of the death of any Guarantor, we may require replacement guarantees sufficient in our sole business judgment to provide us with the same protection as we had originally bargained for. If you are in breach or default under this Agreement, we may proceed directly against each such individual and/or entity Guarantor without first proceeding against you and without proceeding against or naming in the action or proceeding any other such Guarantor. Your obligations and those of each such Guarantor will be joint and several. Notice to or demand upon one such Guarantor will be considered notice to or demand upon you and all such Guarantors. No notice or demand need be made to or upon all such Guarantors. The cessation of or release from liability of you or any such Guarantor will not relieve you or any other Guarantor, as applicable, from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

ARTICLE 24
MISCELLANEOUS

24.1. Notices. Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally or by a recognized overnight delivery service capable, through "signature capture" or otherwise, of documenting delivery or attempted delivery of the notice, or, as provided below, by electronic mail; and, will be effective on the date that delivery either is effected or is documented to have been first attempted. We reserve the right to designate in our Manual a now or hereafter developed mode of electronic communication to facilitate our giving notices to each other, but only if the mode of communication we specify is capable of affording evidence of delivery or attempted delivery.

Notices to Franchisor:

Wise Wonder Enrichment Franchising
23 Warren Street
26-44 Borough Place
New York, New York 10007
Attention: Chief Operating Officer

With a copy to: Akerman LLP
1251 Avenue of the Americas, 37th Floor
New York, NY 10020
Attention: Dale A. Cohen, Esq.
Facsimile: (212) 259-8552

Any notice to you will be addressed to you at:

_____
_____
_____
_____
Attention:_____

Either party to this Agreement may, in writing, on ten days' notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent.

24.2. Integration of Agreement. This Agreement, all attachments or exhibits to this Agreement, and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Nothing in the preceding sentence, however, is intended to disclaim the representations we made in the franchise disclosure document that we provided to you. You acknowledge that you are entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of your own independent investigation of the Franchised Business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees which are contrary to the terms set forth in this Agreement or any franchise disclosure document required or permitted to be given to you pursuant to applicable law. You specifically acknowledge that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any financial performance information; that, if they nevertheless do, you have not relied on any such financial performance information given to you by any such individual; and, that if any such individual attempts to or actually does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us. For the purpose of this Agreement, "financial performance information" means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or non-Franchised Businesses and Centers.

24.3. No Oral Modification. This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. You expressly acknowledge that no oral promises were made to you (or, if they were, that you are not relying and will not rely on any such oral promise) and that our obligations are confined exclusively to those set forth in this Agreement. You understand and assume the business risks inherent in this enterprise.

24.4. Approvals. Whenever this Agreement requires you to secure our prior approval or consent, such approval or consent must be obtained in writing and must be timely sought.

24.5. Waiver and Delay. No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of such breach or any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting the foregoing, our acceptance of any payment specified to be paid by you under this Agreement will not be, nor constitute, our waiver of any breach of any term, covenant or condition of this Agreement.

24.6. Our Withholding of Consent – Your Exclusive Remedy. In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval under this Agreement. You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim or defense. Your sole remedy for the claim will be an action or proceeding to enforce this Agreement's provisions, for specific performance or for declaratory judgment.

24.7. No Warranty or Guaranty. If we afford you a waiver, approval, consent or suggestion in connection with this Agreement, we do not thereby make any warranty or guaranty upon which you may rely and by doing so we assume no liability or obligation to you.

24.8. Our Right to Cure Defaults. In addition to all other remedies granted pursuant to this Agreement, if you default in the performance of any of your obligations, or breach any term or condition of this Agreement or any related agreement, then we may, at our election, immediately or at any time thereafter, without waiving any claim for breach under this Agreement and without notice to you, cure the default on your behalf. Our cost of curing the default and all related expenses will be due and payable by you immediately upon demand.

24.9. Unavoidable Delay or Failure to Perform. Any delay in our performance of any duties under this Agreement, or any non-performance of such duties, that is not our fault or within our reasonable control – including, but not limited to, fire; floods, natural disasters; Acts of God; war; civil commotion; terrorist acts; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third party vendors; strikes; lockouts; and any other similar event beyond our control) will not constitute a breach or cause a default under this Agreement, provided, however, that we will take all steps reasonably possible to mitigate damages caused by such failure or delay.

24.10. Continued Obligation to Pay Sums. If a Force Majeure event shall occur, then, in addition to payments required under Section 17.2.5, you shall continue to be obligated to pay to us any and all amounts that you shall have duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event and the Indemnified Parties shall continue to be indemnified and held harmless by you in accordance with Article 15. Except as provided in Section 17.2.5 and the immediately preceding sentence herein, none of the parties hereto shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. Upon the occurrence of any event of the type referred to herein, the party affected thereby shall give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party shall promptly undertake and maintain with due diligence. Such affected party shall be liable for failure to give timely notice only to the extent of damage actually caused.

24.11. Legal Actions, Governing Law and Venue.

24.11.1. Except as otherwise provided by this Agreement, each party to any legal action or proceeding brought against the other party shall be responsible for his/her/its own attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals). You acknowledge, however, that certain provisions of this Agreement provide that should we prevail in certain legal actions or proceedings against you, you must reimburse us for all costs and expenses incurred in connection with such legal actions or proceedings (including any appeal thereof), including reasonable attorneys' fees, experts' fees, court costs and all other expenses we incur.

24.11.2. If we become a party to any action or proceeding commenced or instituted against us by a third party arising out of or relating to any claimed or actual act, error or omission of yours and/or any of your officers, directors, shareholders, management, employees, contractors and/or representatives (the "Franchisee Party(ies)") your Center and/or your Franchised Business by virtue of statutory, "vicarious", "principal/agent" or other liabilities asserted against or imposed on us as a result of our status as Franchisor; or if we become a party to any litigation or any insolvency proceeding involving you pursuant to any bankruptcy or insolvency code (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then you will be liable to, and must promptly reimburse us for, the reasonable attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses we incur in such action or proceeding regardless of whether such action or proceeding proceeds to judgment. In addition, we will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to our proof of claim in any insolvency or bankruptcy proceeding you file.

24.11.3. This Agreement; all relations between us; and, any and all disputes between you and/or any other Franchisee Party, on the one hand, and us and/or any other Franchisor Parties, on the other hand, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If we move our principal headquarters to another state, we reserve the right to designate that state's law as governing, again without recourse to that successor state's (or any other) choice of law or conflicts of law principles, upon written notice to you. If, however, any provision of this Agreement is not enforceable under the laws of New York (or a successor state we designate as provided above), and if your Franchised Business is located outside of New York (or such hereafter designated state) and the provision would be enforceable under the laws of the state in which the Franchised Business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section 24.11.3 is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity, antitrust, unfair competition, fiduciary or any other doctrine of law of the State of New York, or any successor state we designate (as provided above), which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law or which, by virtue of its denominated geographic or subject matter scope, would not by its terms otherwise apply.

24.11.4. Any action or proceeding brought by us or you (and/or any of our or your respective affiliates, and their respective owners, members, officers, directors or managers) against any such other party, whether sounding in law or equity, will be instituted, litigated through conclusion and, if necessary, appealed through final, irrevocable judgment in a state or federal district court of competent jurisdiction situated in the state, county and judicial district in which our principal place of business is then located. Any such action or proceeding shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. You (and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing) hereby irrevocably submit themselves to the jurisdiction of any such court and waive all questions of personal jurisdiction for the purpose of carrying out this provision. You, on behalf of yourself and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing, hereby waive and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of "forum non conveniens"). The parties agree that this Section 24.11.4 shall not be construed as preventing either party from removing an action or proceeding from state to federal court. Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief, or involving possession or disposition of, or other relief relating to, your Center or Accepted Location, we may bring such an action in any state or federal district court which has jurisdiction.

24.11.5. The parties to this Agreement (as denominated in the preamble hereto) explicitly waive their respective rights to a jury trial in any litigation between them and hereby stipulate that any such trial shall occur without a jury.

You, your Guarantors and the other Franchisee Parties hereby irrevocably waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, consequential or other similar damages in any action or proceeding whatsoever between such parties and/or any of their affiliates and us and/or any of our affiliates, and you and such others covenant never to advance or pursue any such claim for punitive damages. You and such others agree that in the event of a dispute, you and such others shall be limited to the recovery from the Franchisor Parties of any actual damages sustained by you or them. You covenant to secure from any Franchisee Party which does not execute this Agreement his/her/its execution of a writing specified by us, in the Manual or otherwise, irrevocably confirming the applicability to them of the provisions of this Section 24.11.5, in such manner and by such time we reasonably specify.

24.11.6. You and the other Franchisee Parties may only pursue any claim you have against us or the other Franchisor Parties in an individual legal action or proceeding. Neither you nor any other Franchisee Party shall join or combine its/their legal action or proceeding in any manner with any action or claim of any other Wise Wonder Enrichment franchisee, franchise owner, franchisee guarantor, or other claimant, nor will you or any other Franchisee Party maintain any action or proceeding against us and the other Franchisor Parties in a class action, whether as a representative or as a member of a class or purported class, nor will you or any other Franchisee Party seek to consolidate, or consent to the consolidation of, all or part of any action or proceeding by any of them against us or the other Franchisor Parties with any other litigation against us or such other Franchisor Parties.

24.11.7. Any and all legal actions or proceedings brought by you against us or the other Franchisor Parties arising out of or related to this Agreement or any related agreement; any breach of this Agreement or any related agreement; the relations between such parties; and, any and all disputes between such parties, whether sounding in law or equity, must be commenced within two (2) years from the occurrence of the acts, errors and/or omissions giving rise to such legal action or proceeding. If not, then you irrevocably covenant and agree that such action or proceeding shall be barred.

24.12. Injunction. You explicitly affirm and recognize the unique value and secondary meaning associated with the System and the Proprietary Marks. Accordingly, you agree that any noncompliance by you with the terms of this Agreement, or any unauthorized or improper use of the System or the Proprietary Marks by you, will cause irreparable damage to us and other System franchisees. You therefore agree that if you engage in such noncompliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the term of this Agreement, we and our affiliates will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the entry of these temporary and permanent injunctions without the requirement that we post a bond of any type or nature, or any other form of security, and without the requirement to prove the adequacy of money damages as a remedy, and without waiving any other rights or remedies at law or in equity. You will be responsible for payment of all costs and expenses, including reasonable attorneys' and expert fees, which we and/or our affiliates may incur in connection with our efforts to secure such injunctive relief.

24.13. Our Business Judgment. Whenever this Agreement or any related agreement grants, confers or reserves to us the right to take action, refrain from taking action, grant or withhold our consent or grant or withhold our approval, unless the provision specifically states otherwise, we will have the right to engage in such activity at our option using our business judgment, taking into consideration our assessment of the long term interests of the System overall. You and we recognize, and any court or judge

is affirmatively advised, that if those activities and/or decisions are supported by our business judgment, neither said court, said judge nor any other person reviewing those activities or decisions will substitute his, her or its judgment for our judgment. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable.

24.14. No Third Party Beneficiaries. This Agreement is entered into solely between you and us. Other than our affiliates or as expressly set forth in this Agreement, there is no intended third party beneficiary of this Agreement and you agree that none is to be presumed or deemed to exist.

24.15. Execution in Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument. Electronic and facsimile signatures will be considered as binding and conclusive as if original.

24.16. Captions. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against us or you.

24.17. Construction and Interpretation. It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid. As used in this Agreement, the words "include", "includes", or "including" are used in a non-exclusive sense and shall be construed to mean "including without limitation".

24.18. Survival of Terms. Any provision of this Agreement which imposes in any fashion, directly or indirectly, an obligation following the termination, expiration or transfer of this Agreement will survive the termination, expiration or transfer and will continue to be binding upon the parties to this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

24.19. Severability of Provisions. Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future law, rule or regulation which by its terms is applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, that provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect, unless said provision pertains to the payment of monies due to us or our affiliates under this Agreement of any type or nature whatsoever, in which case we may at our option terminate this Agreement. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement (but not any of its payment provisions) and the parties agree to be bound by and perform this Agreement as so modified.

24.20. Joint and Several Obligations. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. If Franchisee

consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to us under this Agreement are joint and several.

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

24.22. References. Each reference in this Agreement to a corporation or partnership shall be deemed to also refer to a limited liability company and any other entity or organization similar thereto. Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of a limited liability company or any other entity or organization similar thereto.

24.23. No Rights or Remedies Except to the Parties. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors, members and employees and such of your and our respective successors and assigns as may be contemplated (and, as to you, authorized by Article 14), any rights or remedies under or as a result of this Agreement.

24.24. Effectiveness of Agreement. This Agreement shall not become effective until signed by an authorized officer of ours.

24.25. Modification of the System. You understand and agree that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of us, you and all other franchisees. Accordingly, you expressly understand and agree that we may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Franchised Business is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and changing, improving, modifying, or substituting other words or designs for, the Proprietary Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations; provided, however, that such changes shall not materially and unreasonably increase your obligations hereunder.

You shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

You acknowledge that because uniformity under many varying conditions may not be possible or practical, we reserve the right to materially vary our standards or franchise agreement terms for any Franchised Business, based on the timing of the grant of the franchise, the peculiarities of the particular territory or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which we consider important to the successful operation of the Franchised Business. You will have no right to require us to disclose any variation or to grant the same or a similar variation to you.

We shall not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby. You hereby covenant not to commence or join in any litigation or other proceeding against us or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. You expressly waive any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

24.26. Operation in the Event of Absence or Incapacity. In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, you authorize us, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to manage and operate the Franchised Business, to manage and operate the Franchised Business for so long as we deem necessary and practical, without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the Franchised Business during such period of operation by us shall be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the Franchised Business franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties. We will charge a Management Fee, in the amount of ten (10%) of Gross Revenues, if we manage and operate your Center. In addition, you must reimburse our expenses.

24.27. Step-In Rights. If we determine in our sole judgment that the operation of your business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the Franchised Business which would cause harm to the System and thereby lessen its value, you authorize us to manage and operate your business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the Franchised Business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your business; or we determine that operational problems require that we operate your business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the business as a going concern. We will charge a Management Fee, in the amount of twenty (20%) of Gross Revenues, if we manage and operate your Center. In addition, you must reimburse our expenses. We shall keep in a separate account all monies generated by the operation of your business, less the expenses of the business. In the event of our exercise of the Step-In Rights, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of the Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

24.28. Further Assurances. The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

ARTICLE 25
SUBMISSION OF AGREEMENT

Our tendering this Agreement to you does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by both us and you. The date that we execute this Agreement, referred to in this Agreement as the "**Effective Date**", will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS.

YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT OR IN THIS AGREEMENT, AND THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU HAVE NOT RELIED AND ARE NOT RELYING ON THEM.

YOU HAVE READ ALL OF THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

FRANCHISEE:

_____
(Name of Corporation or Other Entity)

By: _____

Its: _____
(Title)

_____
(Print Name)

Date of signature: _____

FRANCHISOR:

WISE WONDER ENRICHMENT FRANCHISING LLC
a New York limited liability company

By: _____

Name: _____

Title: _____

Date of signature: _____

(the "**Effective Date**")

EXHIBIT A TO THE FRANCHISE AGREEMENT
ACCEPTED LOCATION AND DESIGNATED TERRITORY

1. ACCEPTED LOCATION

Pursuant to Section 1.2 of the Franchise Agreement, the Center shall be located at the following Accepted Location:

_____
_____*(If no location is indicated here, the parties shall sign a revised Exhibit A when the location has been approved by the Franchisor in accordance with Section 2.2 of the Franchise Agreement.)*

2. DESIGNATED TERRITORY:

Pursuant to Section 1.5 of the Franchise Agreement, the Designated Territory shall be _____ _____around the Center.

APPROVED:

FRANCHISEE:	FRANCHISOR:
_____	WISE WONDER ENRICHMENT FRANCHISING LLC
By:_____	By: _____
Name:_____	Name: _____
Title:_____	Title: _____

EXHIBIT B TO THE FRANCHISE AGREEMENT
COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Assignor") assigns, transfers and sets WISE WONDER ENRICHMENT FRANCHISING LLC., a New York limited liability company ("Assignee"), all of Assignor's right and title to and interest in that certain "Lease," a copy of which is attached hereto, respecting premises commonly known as _____. This assignment is for collateral purposes only and except as specified in this document Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until Assignee takes possession of the premises the Lease demises according to the terms of this document and assumes Assignor's obligations under the Lease.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and that Assignor has not previously assigned or transferred and is not otherwise obligated to assign or transfer any of its interest in the Lease or the premises it demises.

Upon Assignor's default under the Lease or under the "Franchise Agreement" for a Wise Wonder Enrichment Center between Assignee and Assignor or in the event Assignor defaults under any document or instrument securing the Franchise Agreement Assignee has the right to take possession of the premises the Lease demises and expel Assignor from the premises. In that event Assignor will have no further right and title to or interest in the Lease but will remain liable to Assignee for any past due rental payments or other charges Assignee is required to pay Lessor to effectuate the assignment this document contemplates.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without Assignee's prior written consent. Throughout the term of the Franchise Agreement Assignor agrees that it will elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day upon which the option must be exercised unless Assignee agrees otherwise in writing. Upon Assignee's failure to agree otherwise in writing and upon Assignor's failure to elect to extend or renew the Lease as required Assignor appoints Assignee as its true and lawful attorney-in-fact with the authority to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

ASSIGNEE:	ASSIGNOR:
WISE WONDER ENRICHMENT FRANCHISING LLC	_____
By:	By:
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

CONSENT TO COLLATERAL ASSIGNMENT AND AGREEMENT OF LESSOR

_____ ("Lessor") has entered into a lease (the "Lease") with _____ ("Franchisee"), for the premises located at _____ (the "Premises"). Lessor understands that Franchisee is operating an independently owned and operated franchised Wise Wonder Enrichment Center business pursuant to a Franchise Agreement with Wise Wonder Enrichment Franchising LLC ("Franchisor"), and that, as a condition of Franchisee obtaining those rights, Franchisee agreed to include the following provisions in the Lease. Therefore, Lessor hereby agrees to the following:

(a) Lessor shall notify Franchisor in writing of and upon Franchisee's failure to cure any default by Franchisee under the Lease. Notice to Franchisor shall be sent to 23 Warren Street, New York, New York 10007, ATTN: Chief Operating Officer (which address may change upon certified letter to Lessor). Franchisor will have the right, but not the obligation, to cure any such default by Franchisee under the Lease within thirty (30) days after Lessor's delivery of notice of the default.

(b) Lessor shall notify Franchisor at least ten (10) business days prior to any amendment or modification of the Lease is entered into by Lessor and Franchisee.

(c) Lessor consents to the Collateral Assignment and agrees that if Franchisor takes possession of the premises and confirms to Lessor that it has assumed the Lease as tenant (which Franchisor is under no obligation to do), Lessor will recognize Franchisor as tenant under the Lease, provided that Franchisor cures within the thirty (30) day period noted in section (b) above Franchisee's defaults under the Lease; and

(d) Franchisor may further assign the Lease to or enter into a sublease with another franchisee, licensee, joint venture partner or other designee of Franchisor as a substitute tenant who agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Lessor and that upon that assignment Franchisor will have no further liability or obligation under the Lease as assignee, tenant or otherwise, other than to certify that the additional assignee or sublessee operates the premises the Lease demises as a Center.

(e) Following the termination or expiration of the Lease or Franchisee's Franchise Agreement with Franchisor, as the case may be, Franchisor shall have the right to enter the Premises for purpose of inspecting the Premises to assure Franchisee's compliance with its de-identification obligations (i.e., removing signage bearing the Franchisor's trademarks, logos, and other indicia of the franchise system) and, if not sufficiently de-identified, to complete such tasks on Franchisee's behalf. Franchisor complete such tasks as a representative of Franchisee and Lessor shall look only to Franchisee for liability or indemnification in connection with same.

(f) It is understood that Franchisor shall entitled to the benefits of the terms of herein, but is not a party to, obligated under or entitled to the benefits of any other part of the Lease, except as may be expressly set forth therein.

Dated:_____

_____

_____, Lessor

EXHIBIT C TO THE FRANCHISE AGREEMENT
OWNERSHIP OF FRANCHISEE

Business Entity. Franchisee was incorporated or formed on _____, 20__, under the laws of the State of _____. Franchisee has not conducted business under any name other than your corporate, limited liability company or partnership name and _____. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

Name of Person	**Position(s) Held**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Ownership. The following is a list of all shareholders, partners, owners or other investors in Franchisee, including all investors who own or hold a direct or indirect interest in Franchisee, and a description of the nature of their interest:

Name	Percentage of Ownership/Nature of Interest
_____	_____% / _____
_____	_____%/ _____
_____	_____%/ _____
_____	_____%/ _____

This Principal Owners Statement is current and complete as of _____, 20__

OWNER

INDIVIDUALS:

_____
[Signature]

_____
[Print Name]

_____

[Signature]

_____

[Print Name]

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:

_____

[Name]

By: _____

Title: _____

EXHIBIT D TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

NAME: _____

FRANCHISEE: _____

HOME ADDRESS: _____

_____

HOME TELEPHONE: _____

CLASSIFICATION: _____

(Relationship to Franchisee - - Owner, Shareholder, Officer, Director, Attorney, Employee, Etc.)

_____ ("Franchisee") is a franchisee of WISE WONDER ENRICHMENT FRANCHISING LLC ("Franchisor") pursuant to a Franchise Agreement entered into by Franchisee and Franchisor dated _____ (the "Franchise Agreement").

I agree that during the term of my employment by, ownership participation in, association with or service to Franchisee, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, knowledge or know-how concerning the systems of operation, services, products, clients or practices of Franchisee and/or Franchisor which may be communicated to me ("Confidential Information"), and I will not divert any business to competitors of Franchisee and/or Franchisor.

Any and all information, knowledge, know-how, techniques and information which the entities mentioned above or their officers designate as confidential will be Confidential Information for the purposes of this agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication is in violation of a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all products, services, equipment, technologies and procedures relating to all systems of operation, services, programs, products, procedures, policies, standards, techniques, specifications and criteria which now comprise or in the future may comprise a part of the Franchisor's system for establishing and operating Wise Wonder Enrichment Centers (the "System"); Franchisor's Confidential Operating Manual (as same may be amended from time to time, the "Manual"); supplements and/or amendments to the Manual; records pertaining to customers or billings; methods of advertising and promotion; all customer lists and records generated and/or otherwise maintained by the Center; instructional materials; staff composition and organization systems; quality assurance programs; supervision systems; recommended services; recordkeeping systems and materials; bookkeeping systems and materials; business forms; product and service order forms; general operations materials; revenue reports; standards of interior and exterior design and decor; specifications, and final plans, for the construction, build out, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of the Center; the identity of, and all information relating to, the computer and POS hardware and software utilized by Franchisor and Franchisee; activity schedules; job descriptions; advertising, promotional and public relations materials/campaigns/guidelines/philosophy; curricula; specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning the System; additions to,

deletions from, and modifications and variations of the components constituting the System or the systems and methods of operations which are now, or may in the future, be employed by Franchisor, including all standards and specifications relating thereto and the means and manner of offering and selling same; and, all other components, specifications, standards, requirements and duties imposed by Franchisor or its affiliates.

I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make the them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor or Franchisee, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of two (2) years immediately following its expiration or termination for any reason, I will not, directly or indirectly, engage or participate in any other business which is of a character and concept similar to the Center, including without limitation any business that offers, sells or provides learning, educational and/or tutoring services, or which otherwise offers and sells products, programs or services that are similar to products, programs or services currently or in the future offered and sold in the System. I agree that I am prohibited from engaging in any competitive business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

For a period of two (2) years immediately following the expiration or termination of my employment/service/association/ownership participation, I am prohibited from engaging in any competitive business, if the other business is located within a twenty (20) mile radius of Franchisee's Center, Franchisee's Designated Territory, any other Center in the System or the designated territory of any such other Center in the System (including locations then-under construction), whether Franchisor-owned, franchised or otherwise established and operated.

It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent me from owning for investment purposes up to an aggregate of five percent (5%) of the capital stock of any competitive business, so long as the competitive business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), and so long as I or Franchisee do not control the company in question.

It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) my spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary; any partner (general or limited) or proprietor of mine; and, any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me. I further agree that upon the expiration or termination of my term of employment/service/association, I will immediately refrain from any and all contacts with customers, for any purpose whatsoever.

I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor and Franchisee for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Franchisee (or both) prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of confidential information set

forth in this agreement. I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Franchisor's Confidential Information. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the covenants not to compete set forth in this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those covenants not to compete set forth in this Agreement.

If all or any portion of this covenant not to use Confidential Information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the franchised business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement; any breach of this Agreement; and, all relations and any and all disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in New York County, New York. I agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in New York County, New York.

I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Witnessed By:

_____
Witness/Date

_____
(Print Name)

_____
(Signature)

_____
(Date)

EXHIBIT E TO THE FRANCHISE AGREEMENT
ELECTRONIC TRANSFER AUTHORIZATION

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO WISE WONDER ENRICHMENT FRANCHISING LLC ("COMPANY")

Depositor hereby authorizes and requests _____ (the "Depository") to initiate debit and credit entries to Depositor's ☐ checking or ☐ savings account (select one) indicated below drawn by and payable to the order of WISE WONDER ENRICHMENT FRANCHISING LLC by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Depository's rights with respect to each such charge shall be the same as if it were a check drawn by the Depository and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Depository shall be under no liability whatsoever.

Depository Name:_____

City:_____ State:_____ Zip Code:_____

Transit/ABA Number:_____ Account Number:_____

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Depository a responsible opportunity to act on such request.

Depositor: (Please Print)

_____

_____

_____
Date Signed

_____

_____
Signature(s) of Depositor, as Printed Above

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

EXHIBIT F TO THE FRANCHISE AGREEMENT

INTERNET WEB SITES AND LISTINGS AGREEMENT;
TELEPHONE LISTING AGREEMENT

INTERNET WEB SITES AND LISTINGS AGREEMENT

THIS INTERNET WEB SITES AND LISTINGS AGREEMENT (the "Internet Listing Agreement") is made and entered into as of _____ (the "Effective Date") between WISE WONDER ENRICHMENT FRANCHISING LLC, a New York limited liability company (the "Franchisor"), and _____, a _____ limited liability company/corporation/individual (the "Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for the operation of a Wise Wonder Enrichment Center (the "Franchise Agreement"); and

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

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

1. DEFINITIONS

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

2. TRANSFER; APPOINTMENT

2.1 Interest in Internet Web Sites and Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to certain domain names, hypertext markup language, uniform resource locator addresses, and access to corresponding Internet web sites, and the right to hyperlink to certain web sites and listings on various Internet search engines (collectively, the "Internet Web Sites and Listings") related to the Center or the Proprietary Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2.2 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately direct all Internet Service Providers, domain name registries, Internet search engines, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Internet Web Sites and Listings: (i) to transfer all of Franchisee's Interest in such Internet Web Sites and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Internet Web Sites and Listings, Franchisee will immediately direct the Internet Companies to terminate such Internet Web Sites and Listings or will take such other actions with respect to the Internet Web Sites and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Internet Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or

the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Internet Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Internet Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Internet Companies to transfer all Franchisee's Interest in and to the Internet Web Sites and Listings to Franchisor;

2.3.2 Direct the Internet Companies to terminate any or all of the Internet Web Sites and Listings; and

2.3.3 Execute the Internet Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

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

2.5 Cessation of Obligations. After the Internet Companies have duly transferred all Franchisee's Interest in such Internet Web Sites and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations under, such Internet Web Sites and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies for the sums Franchisee is obligated to pay such Internet Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Internet Listing Agreement.

3. MISCELLANEOUS

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

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

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly

agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Internet Web Sites and Listings.

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

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

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

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

3.8 Joint and Several Obligations. All Franchisee's obligations under this Internet Listing Agreement shall be joint and several.

3.9 Governing Law. This Internet Listing Agreement shall be governed by and construed under the laws of the State of New York, without regard to the application of New York conflict of law rules.

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

WISE WONDER ENRICHMENT FRANCHISING LLC:

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

TELEPHONE LISTING AGREEMENT

THIS TELEPHONE LISTING AGREEMENT (the "Telephone Listing Agreement") is made and entered into as of _____ (the "Effective Date"), by and between WISE WONDER ENRICHMENT FRANCHISING LLC, a New York limited liability company (the "Franchisor"), and _____, a _____ limited liability company/corporation/individual (the "Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for the operation of a Wise Wonder Enrichment Center (the "Franchise Agreement"); and

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

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

1. DEFINITIONS

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

2. TRANSFER; APPOINTMENT

2.1 Interest in Telephone Numbers and Listings. Franchisee has, or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, yellow-page, and other telephone directory listings (collectively, the "Telephone Numbers and Listings") related to the Center or the Proprietary Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

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

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Telephone Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, on Termination of the Franchise

Agreement, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Telephone Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including, without limitation, this Telephone Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor;

2.3.2 Direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings; and

2.3.3 Execute the Telephone Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

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

2.5 Cessation of Obligations. After the Telephone Companies have duly transferred all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further Interest in, or obligations under, such Telephone Numbers and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Telephone Companies for the sums Franchisee is obligated to pay such Telephone Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Telephone Listing Agreement.

3. MISCELLANEOUS

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

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

3.3 No Duty. The powers conferred on Franchisor under this Telephone Listing Agreement are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such

powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Telephone Numbers and Listings.

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

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

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

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

3.8 Joint and Several Obligations. All Franchisee's obligations under this Telephone Listing Agreement shall be joint and several.

3.9 Governing Law. This Telephone Listing Agreement shall be governed by and construed under the laws of the State of New York without regard to the application of New York conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Telephone Listing Agreement as of the Effective Date.

WISE WONDER ENRICHMENT FRANCHISING LLC:

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

EXHIBIT G TO THE FRANCHISE AGREEMENT
POWER OF ATTORNEY (TAX)

IRREVOCABLE POWER OF ATTORNEY

STATE OF _____)
)
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS

That _____, a _____ [state of domicile] [limited liability company / corporation / individual] ("Franchisee"), does hereby irrevocably constitute and appoint WISE WONDER ENRICHMENT FRANCHISING LLC, a New York limited liability company ("Franchisor"), true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, shall be necessary or advisable for the sole purpose of obtaining any and all returns, records, reports and other documentation relating to the payment of taxes filed by Franchisee with any state and/or federal taxing authority, including, but not limited to, the State Comptroller of the State of _____, hereby granting unto Franchisor full power and authority to do and perform any and all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, hereby ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney, and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no governmental agency, person, firm or corporation dealing with Franchisor, if acting in good faith, shall be required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of documents delivered or funds or property paid or delivered to Franchisor. Any governmental agency, person, firm or corporation dealing with Franchisor shall be fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee shall not take any action against any person, firm, corporation or agency acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Franchisee by Franchisor shall be deemed to include such a certificate on the part of Franchisor, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney shall terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated as of _____ by and between Franchisor and Franchisee. Such termination, however, shall not affect the validity of any act or deed that Franchisor may have effected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest. It is executed and delivered in the State of _____ and the laws of the State of _____ shall govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney on _____.

_____
a limited liability
company/corporation/individual

_____
Witness

By:_____
Name:_____
Title:_____

STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

(SEAL)

_____
Notary Public in and for
The State of _____

My commission expires:

_____

EXHIBIT H TO THE FRANCHISE AGREEMENT

MULTI-STATE ADDENDUM

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions shall supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. The second paragraph of Section 5.2 of the Franchise Agreement is hereby amended by adding the following language after the second sentence:

   "The Operations Manual and any additions, deletions, revisions or Supplements to the Operations Manual are material in that they will affect the operation of the franchised Business, but they will not conflict with or materially alter your rights and obligations under this Agreement or place an excessive economic burden on your operations."

2. Sections 3.2.1(g) and 14.4.1(n) of the Franchise Agreement are each hereby amended to include the following language immediately following the requirement that Franchisee execute a General Release:

   "Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Section 687.4 and 687.5 be satisfied."

3. The third sentence of Section 10.3 of the Franchise Agreement is hereby amended to read as follows:

   "Accordingly, you consent to the seeking of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement."

4. The third and fourth sentences of Section 24.12 of the Franchise Agreement is amended to read as follows:

   "You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

5. The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

   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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. The following sections of the Franchise Agreement are hereby deleted: 22.1.1 – 22.1.6, 22.1.8 and 22.1.12.

Dated:_____

FRANCHISEE:

If an entity:

(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

WISE WONDER ENRICHMENT FRANCHISING LLC

By: _____
Name:_____
Title:_____

EXHIBIT I TO THE FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

IF YOU ARE A CALIFORNIA FRANCHISEE, PLEASE DO NOT ANSWER QUESTIONS 9-15; IF YOU DO, FRANCHISOR WILL DESTROY AND DISREGARD IT.

As you know, WISE WONDER ENRICHMENT FRANCHISING LLC (the "**Franchisor**") and you are preparing to enter into a franchise agreement (the "**Franchise Agreement**") for the establishment and operation of a Wise Wonder Enrichment Center business (the "**Franchised Business**"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of ours. The questions below do not apply to any communications that you had with the transferring franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes/No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes/No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes/No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

_____
_____
_____
_____

_____
_____

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes/No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes/No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes/No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____
_____
_____
_____
_____
_____

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes/No _____

If No, do you wish to have more time to do so?

Yes/No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes/No _____

10. Has any employee of Franchisor or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

11. Has any employee of Franchisor or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

12. Has any employee of Franchisor or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

13. Has any employee of Franchisor or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

14. Has any employee of Franchisor or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes/No _____

15. Has any employee of Franchisor or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes/No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes/No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes/No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____
_____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

_____

_____

_____

_____

I signed the Franchise Agreement and Addendum (if any) on _____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including any broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including any broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

_____

_____

_____

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

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

Acknowledged this on _____.

FRANCHISEE:

_____
Print Name of Legal Entity

By:_____
Signature
Print Name_____

Title_____

EXHIBIT J TO THE FRANCHISE AGREEMENT

GUARANTY

In consideration of the execution by Franchisor of the Franchise Agreement (the "Franchise Agreement") dated the _____ day of _____, 20__, between WISE WONDER ENRICHMENT FRANCHISING LLC ("Franchisor") and _____ ("Franchisee") and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Franchise Agreement and in any other agreement(s) by and between Franchisee and Franchisor.

If more than one person has executed this Guaranty, the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor, and agree that this Guaranty shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do guarantee and promise to perform all the obligations of Franchisee under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guaranty or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Franchise Agreement or any other person.

Should Franchisee be in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, signatory to the Franchise Agreement or any others of the undersigned. The undersigned agree to bear any and all Franchisor's costs of collection hereunder, including all court costs and expenses, attorneys' fees, costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before courts or tribunals (including arbitration tribunals), and all other costs of collection.

Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Franchisee or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisee

and Franchisor, shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guaranty shall inure to the benefit of the Franchisor, its successors and assigns. This Guaranty may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

This Guaranty is to be exclusively construed in accordance with and/or governed by the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guaranty would not be enforceable under the laws of New York, and if the business franchised under the Franchise Agreement is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guaranty is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

Any litigation arising out of or related to this Guaranty will be instituted exclusively in a court of competent jurisdiction in New York County, New York. The undersigned agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in New York County, New York. The undersigned hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

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

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty effective as of the date of the Franchise Agreement.

Attest:
By:_____ _____
Signature

_____
Printed Name

_____

_____
Address

Attest:
By:_____ _____
Signature

_____
Printed Name

_____

_____
Address

Attest:
By:_____ _____
Signature

_____
Printed Name

_____

_____
Address

EXHIBIT K TO THE FRANCHISE AGREEMENT

AMERICANS WITH DISABILITIES ACT ("ADA") CERTIFICATION

WISE WONDER ENRICHMENT FRANCHISING, LLC, a New York limited liability company ("**Franchisor**") and _____ ("**Franchisee**") are parties to a Franchise Agreement dated _____ for the operation of a Wise Wonder Enrichment Center at _____ (the "Center"). In accordance with Article 2 of the Franchise Agreement, Franchisee certifies to Franchisor that, to the best of Franchisee's knowledge, the Center and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act. Franchisee acknowledges that it is an independent contractor and the requirement of this certification by Franchisee does not constitute ownership, control, leasing or operation of the Center. Franchisee acknowledges that Franchisor has relied on the information contained in this certification. Furthermore, Franchisee acknowledge its obligation under this Franchise Agreement to indemnify Franchisor and the officers, directors, and employees of Franchisor in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with Franchisee's compliance with the Americans with Disabilities Act, as well as the costs, including attorneys' fees, related to the same.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

EXHIBIT C TO THE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES

As of December 31, 2022 and FDD Issuance Date:

None.

EXHIBIT D TO THE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

As of December 31, 2022 and FDD Issuance Date:

None.

70730670;1

EXHIBIT E TO THE DISCLOSURE DOCUMENT
STATE ADDENDA

ADDENDUM REQUIRED BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an

action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

9. 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.

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EXHIBIT G
TO FRANCHISE DISCLOSURE DOCUMENT
LIST OF STATE AGENCIES

LIST OF STATE AGENCIES

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

CALIFORNIA

Department of Financial Protection
and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
866-275-2677

CONNECTICUT

Cynthia Antanaitis
Assistant Director
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8230

FLORIDA

Florida Department of Agriculture &
Consumer Services
Attn: Finance & Accounting
407 South Calhoun Street
Tallahassee, Florida 32399-0800

HAWAII

Business Registration Division
Department of Commerce
and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Chief, Franchise Bureau
Attorney General's Office
500 South Second Street
Springfield, Illinois 62706

INDIANA

Securities Commissioner
Indiana Securities Division
302 West Washington Street
Room E-111
Indianapolis, Indiana 46204

MARYLAND

Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn.: Franchise Section
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933

MINNESOTA

Franchise Examiner
Minnesota Department of Commerce
85 7th Place East
Suite 280
Saint Paul, Minnesota 55101

NEBRASKA

Nebraska Department of
Banking and Finance
Commerce Court
1526 K Street, Suite 300
P.O. Box 95006
Lincoln, Nebraska 68509

NEW YORK

NYS Department of Law
Investment Protection Bureau
28 Liberty Street, 21st Fl
New York, New York 10005
212-416-8222

NORTH CAROLINA

Secretary of State of North Carolina
300 North Salisbury Street
Raleigh, North Carolina 27603

NORTH DAKOTA

Franchise Examiner
North Dakota Securities Department
State Capitol
600 East Boulevard Avenue, Fourteenth Floor,
Dept 414
Bismarck, North Dakota 58505-0510

OREGON

Department of Consumer and
Business Services
Division of Finance and
Corporate Securities
Labor and Industries Building
Salem, Oregon 97301

RHODE ISLAND

Securities Division
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex - Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Franchise Administrator
Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

TEXAS

Statutory Document Section
Secretary of State
P.O. Box 12887
Austin, Texas 78711

UTAH

Director
Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
P.O. Box 45804
Salt Lake City, Utah 84111

VIRGINIA

State Corporation Commission
Division of Securities
and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

WASHINGTON

Administrator
Department of Financial Institutions
Securities Division
150 Israel Rd. S.W.
Tumwater, Washington 98501

WISCONSIN

Franchise Administrator
Division of Securities
Department of Financial Institutions
201 West Washington Avenue, Suite 300
Madison, Wisconsin 53703

EXHIBIT H
TO FRANCHISE DISCLOSURE DOCUMENT
AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

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CALIFORNIA

Commissioner of Financial Protection
and Innovation
Department of Financial Protection
and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

CONNECTICUT

Banking Commissioner of State of
Connecticut
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8230

HAWAII

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

INDIANA

Secretary of State
201 State House
200 West Washington
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
Maryland Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Department of Commerce
Corporations and Securities Bureau
G. Mennen Williams Building, 6th Floor
525 West Ottawa Street
Lansing, Michigan 48933

MINNESOTA

Commissioner of Commerce
85 7th Place East
Suite 280
Saint Paul, Minnesota 55101

NEW YORK

Secretary of State of
the State of New York
99 Washington Avenue
Albany, New York 12231

NORTH DAKOTA

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, 14th Floor, Dept 414
Bismarck, North Dakota 58505-0510

OREGON

Director
Department of Consumer and
Business Services
Division of Finance and
Corporate Securities
Labor and Industries Building
Salem, Oregon 97301

RHODE ISLAND

Director
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex - Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Director
Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

VIRGINIA

Clerk of the State
Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON

Director of Financial Institutions
Securities Division
150 Israel Rd. S.W.
Tumwater, Washington 98501

WISCONSIN

Commissioner of Securities
Wisconsin Securities Commission
201 West Washington Avenue, Suite 300
Madison, Wisconsin 53703

EXHIBIT I
TO THE FRANCHISE DISCLOSURE DOCUMENT
FORM OF GENERAL RELEASE

THIS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 20___ by and between WISE WONDER ENRICHMENT FRANCHISING LLC, a New York limited liability company located at 23 Warren Street, New York, New York 10007 (the "**Franchisor**"), and _____, a _____ with a principal address at _____ (hereinafter referred to as "**Releasor**"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. **Release by Releasor**:

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. The law of the state of where Franchisor's principal headquarters is then-located shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed exclusively in the federal or state court having jurisdiction where the Franchisor's then-current principal place of business is then located.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

7. If Releasor is domiciled or has his or her principal place of business in the State of California, then Releasor hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "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."

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness: RELEASOR:

_____ _____

Name:_____

Witness: WISE WONDER ENRICHMENT FRANCHISING LLC

_____ By:_____

Name:_____

Title:_____

EXHIBIT J
TO THE FRANCHISE DISCLOSURE DOCUMENT
STATE EFFECTIVE DATE PAGE

State Effective Dates

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

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

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

EXHIBIT K
TO THE FRANCHISE DISCLOSURE DOCUMENT
RECEIPTS

RECEIPT
(KEEP THIS COPY FOR YOUR RECORDS)

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 Wise Wonder Enrichment 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. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Wise Wonder Enrichment 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, DC 20580 and the appropriate state agency listed on Exhibit E.

The franchisor is Wise Wonder Enrichment Franchising LLC, located at 23 Warren Street, New York, New York 10007. Its telephone number is 646-649-5917.

Issuance date: May 25, 2023

The name, principal business address and telephone number of our primary franchise seller offering the franchise is as follows: _____; and each other franchise seller offering the franchise is as follows:_____
_____.

Wise Wonder Enrichment Franchising LLC authorizes the agents listed in Exhibit H to receive service of process for it.

I have received a disclosure document dated May 25, 2023 that included the following Exhibits:

A – Financial Statements	G – List of State Administrators
B – Franchise Agreement	H – Agents for Service of Process
C– List of Franchisees	I – Form General Release
D – List of Franchisees Who Left the System	J – State Effective Date Page
E – State Addenda to FDD	K – Receipt
F – Operations Manual Table of Contents	

Date:_____ _____
(Do not leave blank) Signature of Prospective Franchisee

_____
Print Name

RECEIPT
(RETURN THIS COPY TO US)

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 Wise Wonder Enrichment 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. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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E – State Addenda to FDD	K – Receipt
F – Operations Manual Table of Contents	

Date:_____ _____
(Do not leave blank) Signature of Prospective Franchisee

_____
Print Name

You may return the signed receipt either by signing, dating and mailing it to Wise Wonder Enrichment Franchising LLC, located at 23 Warren Street, New York, New York 10007 or by emailing a copy of the signed and dated receipt to Wise Wonder Enrichment Franchising LLC at Andy@wisewonder.com.