

FRANCHISE DISCLOSURE DOCUMENT



WIZE COMPUTING ACADEMY® FRANCHISING, LLC

A Texas Limited Liability Company
513 Beacon Hill Drive
Coppell, Texas 75019

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<http://www.WizeAcademy.com>
214-226-4595

The franchisee will teach computer coding, robotics and related STEAM (Science, Technology, Engineering, Arts and Math) classes to children aged 4 to 18 years old, all under the name “Wize Computing Academy.”

The total investment necessary to begin operation of a Wize Computing Academy® franchise is between \$40,000¹ to \$70,000 This includes \$32,500 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Vishal Bhasin at 513 Beacon Hill Drive, Coppell, TX 75019 or call 214-226-4595.

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, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

THE ISSUE DATE OF THIS DISCLOSURE DOCUMENT IS FEBRUARY 13, 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 Wize Computing Academy franchise 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 Wize Computing Academy 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 C.

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

Special Risks to Consider About This *Franchise*

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

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

WIZE COMPUTING ACADEMY® FRANCHISING, LLC

FRANCHISE DISCLOSURE DOCUMENT

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

To simplify the language in this Disclosure Document, “We”, “Us”, “Our”, or “Wize Computing Academy[®]” means Wize Computing Academy Franchising, LLC, the franchisor. “You” means the person(s) who buy(s) the franchise. Wize Computing Academy Franchising, LLC is a Texas Limited Liability Company formed on September 4, 2018. Our principal place of business is at 513 Beacon Hill Drive, Coppell TX 75019 (Telephone Number 214-226-4595).

We have one related company, Nivika, LLC, d/b/a Wize Computing Academy, a Texas Limited Liability Company, (our “Predecessor” and “Affiliate”) which is based at our Coppell, Texas headquarters and operates our prototype operation. It was begun in July 2010 to provide software consulting services to businesses nationwide under the Nivika brand. In April 2016 Nivika began providing coding and robotic classes under The Wize Computing Academy name in Coppell and surrounding communities. This location utilizes the business model for the franchise offered through this disclosure document. We have no Parent company or any other Affiliates. We do not operate any business other than the selling and servicing of franchises utilizing our name and business model in teaching computer coding, robotics and related classes to children.

Our agent for service of process in Texas is Vishal Bhasin, at 513 Beacon Hill Drive, Coppell, TX 75019 and 214-226-4595. Refer to the Schedule of State Agencies attached as Exhibit C for information on the agent for service of process in other states where we may be registered.

We grant you the right to operate a business teaching computer coding, robotics and related classes to children aged 4 to 18 years old. You will market and operate your business under the name “Wize Computing Academy[®],” which is registered with the U S Patent and Trademark Office by our affiliate, Nivika. We have been granted the exclusive rights to use this **trademark** in franchising by Nivika.

You will operate from your residence or an approved commercial location that is within your Exclusive Territory and you must utilize lesson plans, curricula, policies, procedures and equipment that are within our guidelines.

We will teach you our methods for managing your business and assist you in implementing our system of marketing your franchise. We will assist you in selecting a suitable territory and, if you choose to operate from an office outside your residence, we will review and approve a suitable facility for your office and classroom.

We will guide you in start-up marketing in your city; and conduct research and analysis of new courses, services and techniques for you to offer in the future. We award you the right to use our name and logo in your market for soliciting business, in advertising, signage, brochures, letterhead and business cards. We will also add your franchise’s contact information to our web site to help you gain name recognition in your community and generate potential customers. While we believe that your affiliation with our system is very beneficial, it does not guarantee that you will develop a successful or profitable business operation.

We began offering franchises on October 31, 2018. We have not offered franchises in any other lines of business. We, or our affiliates, may, in the future, operate Wize Computing Academy franchises or corporate-owned offices in various markets that we do not currently service, but we will not encroach on the territory of a franchisee. We operate the website, www.WizeAcademy.com which promotes our services through the internet. We will add new franchisees’ contact information to this website when they are trained and prepared to open their

businesses. We will also assist you in establishing and maintaining accounts with Facebook, Twitter and other Social Media to promote your business.

We are not aware of any federal, state, or local regulations specific to computer coding schools that you will be required to comply with prior to or after opening your business.

There are numerous general government regulations affecting the operation of your franchise, taxes that are levied and your relationship with employees, including local zoning regulations, federal and state minimum wage requirements, overtime, working conditions and citizenship requirements. There may be other laws applicable to your business and we urge you to make further inquiries of your advisors and local government officials about such regulation. It is your sole responsibility to comply with all laws that pertain to your business and you must forward copies of any business registrations, licenses or permits you are required to obtain under applicable state or local laws.

You will compete with other businesses offering coding, robotics and related courses to the public. This segment of the economy is growing with families and schools

seeking similar forms of children's educational enrichment programs for their students and there are many businesses arising to meet the demand.

2. BUSINESS EXPERIENCE

Director, Lead Instructor & Founder: Venus Anand:

Venus has been the lead instructor of Nivika, LLC our affiliate, operating under the Wize Academy name in Dallas-Fort Worth marketplace since April 2015. She co-founded and has served as Lead Instructor of Wize Computing Academy Franchising since its organization in September 2018.

Director, Curriculum Director & Founder: Vishal Bhasin:

From February 2015 to April 2018 he served as Director, Product and Services Development for Sabre, Inc., in Southlake Texas. He co-founded and has served as Curriculum Director of Wize Academy since April 2015. He joined our affiliate full time in April 2018. Vishal co-founded and has served as Curriculum Director of Wize Computing Academy Franchising since its organization in September 2018.

3. LITIGATION

No litigation is required to be disclosed in this Item.

4. BANKRUPTCY

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

5. INITIAL FEES

All franchisees pay a uniform Initial Franchise Fee of \$32,500 for a license to operate one Wize Computing Academy business within an Exclusive Territory that includes a population of approximately 250,000 residents. This payment must be made in a lump sum at the time that you sign your Franchise Agreement. Payments made are considered earned and non-refundable when paid.

If you are a qualified veteran of the United States Armed Forces, your franchise fee will be twenty percent (20%) less than the then current full Initial Franchise Fee in effect at the time of signing your first Franchise Agreement. A qualified veteran is defined as a former member of the United States Armed Forces who was Honorably Discharged as indicated on Form DD214. The Form DD214 must be presented to us prior to the purchase of the franchise to qualify for the discount.

During the term of your Franchise Agreement, you have the right to acquire additional franchise licenses to operate other Wize Computing Academy franchises in new locations, on an "as available" basis, only if you are in compliance with the terms of the franchise agreement and can prove financial capability to open the business without relying on revenues from existing units. These additional businesses may be purchased at a reduced price of Ninety Percent (90%) of the franchise fee then being charged to new franchisees.

Each additional Franchise License includes the right to own and operate one office at a location that has been accepted by us in advance of your opening and to serve an Exclusive Territory that has been mutually agreed upon by you and us.

6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty ¹	8% of Total Gross Receipts on the First \$250,000 Annually; 7% on the next \$250,000, and 6% on all Receipts in excess of \$500,000 each year. Beginning in the thirteenth month of your school's operation, a minimum monthly Royalty of \$600 will be due.⁴ From the twenty-fifth month of operations a minimum monthly Royalty of \$800 will be due. From the start of the thirty-seventh month of operations through the end of your initial franchise agreement's term the minimum monthly Royalty due will be \$1,000, regardless of actual receipts.	Payable monthly by the 10 th day of the following month based on the Royalty Report and a copy of the corresponding bank statement that you must submit via approved methods. ²	Gross receipts does not include sales nor use taxes. You must permit us to debit your bank account for Royalties due. ³
Advertising Fees ^{1,4}	Up to 2% of total gross receipts of your business annually.	We may, in the future, require you to pay up to 2% per month as an Advertising Fee. This fee will be Payable monthly by the 10 th day of the following month based on the Royalty Report you must submit via approved methods. ²	We will utilize the Advertising Fee to promote the system's services and to produce advertising media for use in local markets. ⁴ We will debit your bank account for Advertising Fees due.

Type of Fee	Amount	Due Date	Remarks
Local Advertising	A minimum of 2% of total gross receipts on local advertising.	When billed by local vendors.	You will pay your vendors directly. Advertising expenses considered eligible for the 2% minimum are print or digital media and direct mail advertising but not service or product discounts or giveaways.
Monthly Software Support	Each franchisee must subscribe to a software development company for a system-wide management service and pay up to \$150 monthly.	Monthly, as Billed	For Maintenance and Tech Support
Additional Franchise Management Training ¹	\$2,000 per person is the current charge for the training of employees in excess of the two provided for in your initial franchise fee.	2 weeks prior to beginning of training.	We train 2 persons free. See Item 11.
Transfer ¹	Twenty-Five Percent (25%) of the Initial Franchise Fee being charged new franchisees at the time of the transfer will be due to us.	Prior to consummation of transfer.	Payable to us when you sell your franchise and includes 2 seats for Franchise Management Training. No charge if the franchise is transferred to a corporation or LLC which you own.
Renewal Fee ¹	Ten Percent (10%) of the Initial Franchise Fee being charged new franchisees at the time of the renewal will be due us when you renew your Franchise License at the end of its 10 year term.	30 days before renewal (at the end of your 10 year license).	Payable to us.
Audit ¹	15% of the underpaid royalty plus 18% annual interest and the cost of the audit. ²	3 days after billing.	Payable to us by you only if an audit shows an under-payment of at least 3% of gross receipts for any month or if we performed the audit due to your failure to report revenues.
Late Payment Fee	You will incur a Late Fee of \$100 if your Royalty Payment is not received within 7 days of the due date. ²	When Billed.	None

Type of Fee	Amount	Due Date	Remarks
Interest	You must pay interest at an annual rate of 12% on any payments not made to us when due, subject to local jurisdiction.	Whenever you are late with payments to us.	Due if any payments due to us are not paid when due.
Liquidated Damages	Three times the annual Royalty due for the last twelve months that Royalties were paid.	When Billed	None

- 1 All fees are imposed by and are payable to us.
- 2 You must permit us to debit your checking account for payment of your Royalty and Advertising Fees based upon reports that you must fax, email or send by other electronic means to headquarters each month. Interest begins from the date of any underpayment.
- 3 You must pay royalties on all funds collected by your business. In a case where you are unable to collect from a customer, no royalty will be due on that amount.
- 4 When 15 franchises are open for business, we have the right to institute an Advertising Fund and require that you and all franchisees pay up to 2% of the monthly gross receipts of your franchise into that fund. We anticipate instituting this Fund on an “as needed” basis, suspending the fee when there are no specific needs for the funds. We will administer the Wize Computing Academy Franchising Ad Fee with the guidance of a committee consisting of Franchise Owners and our representatives.

Such a program will not be initiated earlier than when 15 franchises exist. We will notify all franchisees 60 days before implementing an Advertising Fund and collecting these fees. At such time that an Advertising Fee is implemented, we will contribute 2% of monthly gross receipts (or any lower system-wide amount which is identical to that paid by franchisees) of our company-owned, or affiliate-owned, Wize Computing Academy operating units’ revenues. (See Section 11, Paragraph 8 for further details on the proposed Advertising Fee.)

- 5 Beginning in the thirteenth month of your franchise’s operation, you must pay a minimum monthly Royalty of \$600 regardless of the Receipts generated by your business. This payment will be due within 7 days of invoicing by us. Beginning in the twenty-fifth month of operations you must pay a minimum monthly Royalty of \$800. From the thirty-seventh month of operations through the end of your initial franchise agreement’s period, a minimum monthly Royalty of \$1,000 will be due.

7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee ¹	\$32,500	Lump Sum	At the Time of Signing Your Franchise Agreement	Wize Computing Academy Franchising
Travel & Living Expenses while Training	\$500 to \$2,500	As Incurred	During Training	Airlines, Hotels, & Restaurants
Rent ²	\$0 to \$750	Initially & Monthly	At Lease Signing & Monthly	Landlord
Leasehold Improvements ²	\$0 to \$500	As Incurred	At Lease Signing	Landlord
Labor (Pre-Opening)	\$0 to \$1,000	As Incurred	Training Before Opening	Employees
Computers, Software & Robotic Equipment ³	\$4,000 to \$7,000	As Incurred	Before Opening	Vendors
Office Furniture, Fixtures & Equipment	\$0 to \$2,500	As Incurred	Before Opening	Vendors
Legal, Accounting & Insurance	\$1,000 to \$3,000	As Incurred	Before Opening	Local Vendors
Inventory of Supplies	\$250 to \$750	As Incurred	Before Opening	Local Utility Companies
Grand Opening Promotion ⁴	\$500 to \$2,500	As Incurred	Before Opening	Vendors
Miscellaneous Opening Costs ⁵	\$250 to \$2,000	As Incurred	Before Opening	Vendors
Additional Funds during initial three months period ⁷	\$1,000 to \$15,000	As Incurred	During the initial 3-month period	Vendors and Employees
TOTALS	\$40,000 ¹ to \$70,000			

Notes:

- 1 See Item 5 for details on when reductions may apply. All fees are non-refundable. We do not provide any direct or indirect financing of any of your fees or initial expenses.
- 2 We expect that most franchisees will operate their franchise from their residence. If you prefer, you may occupy an office in a commercial setting after you receive written approval from us. A suitable facility would include 100 to 300 square feet of space. You may incur leasehold improvement costs and you will pay ongoing rental fees for your space. In some markets, you may be able to obtain lease terms offering 1 to 3 months with reduced or no rent.

3 Computers, Software, & Robotic Equipment includes items in the following chart:

Classroom Equipment: 10 to 15 entry-level laptop computers and robotics equipment.	\$3,500 - \$6,000
One Windows compatible laptop computer, a 4 in 1 printer, Office-Management, Word Processing, Accounting, Communications Software/Hardware and other technology as specified in our Operations Manuals and other correspondence from us.	\$500 - \$1,000
TOTALS	\$4,000 - \$7,000

- 4 Grand Opening Promotion. We have developed advertising campaigns that will introduce your business to your marketplace. You will arrange with various vendors to execute these programs between 30 days prior to and 90 days after opening. Your investment in Start Up Advertising will vary based on the cost of media, the competition in your marketplace and your short-term goals.
- 5 Miscellaneous Opening Costs include costs of office supplies; printed forms; the installation of internet access and telephone lines; government license fees and entity formation.
- 6 The figure for "Security Deposits" assumes that you will pay the first and last month's rent and typical utility deposits for an office, if you choose to operate outside of your residence.
- 7 Additional Funds estimates the cash or credit lines you should have available when you open your business to cover any expenses that exceed revenues during the first three to six months. These expenses include payments for your instructors but not you. You should plan on covering personal expenses without making draws on the business for three to six months from the date of opening. Your costs will depend on factors such as: how well you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the market for your Wize Computing Academy franchise; the prevailing pay rates; competition; and the number of new clients and the resulting sales level reached during the initial period.

To estimate your initial funds, we relied on our management team's experience in our affiliated business and the experiences of other franchisees to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. None of the payments listed in this Item are refundable. Neither we nor any affiliate of ours finance any part of your initial investment.

8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

All Wize Computing Academy franchisees offer the same educational enrichment classes teaching computer coding, robotics and related STEAM classes to children aged 4 to 18 years old. We may add to this list from time-to-time at our sole discretion. All Wize Computing Academy lesson plans must be obtained exclusively from us. You will purchase inventory, equipment and supplies from us, our affiliates, or approved suppliers and the products will be shipped directly to you by the appropriate vendor. All items used must meet the standards of quality that have been established by us. There are no suppliers in which any of our officers own an interest.

As we grow, we anticipate being able to arrange volume purchasing discounts from some of our vendors for our franchisees that will be shared with you, and you will pay us or the vendors directly at the time of your orders. There currently are no purchasing nor distribution cooperatives in our system. We do not provide you with any material benefits (such as renewal or granting additional franchises) based on your use of designated or approved sources, but doing so is one of your obligations under the Franchise Agreement.

We estimate that purchases from approved suppliers or in accordance with our specifications will represent approximately 5% of your total purchases to establish, and approximately 10% of your total purchases to operate, your franchise. At this time, we, our affiliate, and approved suppliers are the only approved vendors for your lesson plans, marketing brochures and materials.

If you want to purchase equipment or supplies not previously approved by us, you must put that request in writing, providing us with sufficient information with which to make a decision as to the new line. We do not provide to you our criteria for approving new suppliers. We do not anticipate charging you any fees to review a new line and expect that we will make a decision on any proposed supplier within 30 days after receiving all of the necessary information. Decisions as to new lines or suppliers will generally be made by our Co-Founder, Vishal Bhasin, who will base his decision on the quality of the goods, pricing and delivery terms, and the reliability and reputation of the proposed vendor. Once approved, we may revoke approval of a supplier by written notice to you and the other franchisees.

You must also purchase letterhead, business cards, signs, marketing materials and supplies from us or our approved vendor in accordance with quality standards set forth in the Operations Manual. These specifications include standards for quality, reliability and delivery. These products may be offered by us but may also be purchased directly from the approved vendor. You do not purchase computer hardware or software from us or from designated sources, and as shown in Items 7 and 11 of this Disclosure Document, you can anticipate spending between \$4,000 to \$7,000 for computer hardware, software and related equipment.

Although we require certain insurance coverage and have recommended other coverages, we do not guarantee that the required or recommended insurance will be adequate to fully protect your assets. You should therefore consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your business.

We, or our affiliates, may derive income or benefits from the sale of products to franchisees or the sale of products made by the vendors based on the amount of purchases made by our franchisees for certain items. In 2022, we did not derive any income as a result of any purchases by franchisees.

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 OBLIGATION IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS DISCLOSURE DOCUMENT.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 2 and 4D of Franchise Agreement	Items 7 and 11
b. Pre-opening purchase/leases	Sections 4 and 5 of Franchise Agreement	Items 6 & 7
c. Site development and other pre-opening requirements	Sections 2, 4 and 5 of Franchise Agreement	Items 7 and 11
d. Initial and ongoing training	Sections 4A & 5A of Franchise Agreement	Item 11
e. Opening	Sections 2, 5B, & 5C of Franchise Agreement	Item 5 & 11D
f. Fees	Section 3 & 6 of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Section 5 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Section 5C of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Section 5C of Franchise Agreement	Items 8 & 16
j. Warranty and customer service requirements	Section 5B, 5C & 5E of Franchise Agreement	Item 6
k. Territorial development and sales quotas	Section 6A of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Section 5E of Franchise Agreement	Items 8 & 16
m. Maintenance, appearance and remodeling requirements	Section 5C, D, E, F and K of Franchise Agreement	Item 11
n. Insurance	Section 5I of Franchise Agreement	Items 7 and 11
o. Advertising	Section 5G of Franchise Agreement	Items 6 and 7
p. Indemnification	Section 7 of Franchise Agreement	Item 13
q. Owner's participation/management/staffing	Section 5B of Franchise Agreement	Item 15

Obligation	Section in Agreement	Disclosure Document Item
r. Records and reports	Sections 5H, 6A & 6B of Franchise Agreement	Item 6
s. Inspections and audits	Section 5H of Franchise Agreement	Item 6
t. Transfer	Section 11 of Franchise Agreement	Items 6 and 17
u. Renewal	Section 8 of Franchise Agreement	Items 6 and 17
v. Post-termination obligations	Section 10 of Franchise Agreement	Item 17
w. Non-competition covenants	Section 15 & Addendum B of Franchise Agreement	Item 17
x. Dispute resolution	Sections 18 & 20 of Franchise Agreement	Item 17
Y. Other: N/A		

10. FINANCING

We generally do not offer financing or guarantees of any costs or leases associated with opening or operating your franchise. However, we may offer partial or full financing of your Initial Franchise Fee if you have been an employee of us or an affiliate for more than 12 months or you have experience in childhood educational enrichment programs or technology training in the past. Additional qualifications for obtaining financing would include your credit score, your current net worth and the amount of debt you now owe others.

Loans made to franchise buyers will be payable monthly, incur a ten percent (10%) interest rate and extend for a maximum of 36 months. A copy of our current Promissory Loan Agreement is included as Addendum K of our attached Franchise Agreement.

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

Except as listed below, Wize Computing Academy Franchising, LLC is not required to provide you with any assistance.

- A. Prior to Opening:
- 1 We will assign you an Exclusive Territory and protect you from having another franchisee, us, or our affiliates, open a Wize Computing Academy within your Exclusive Territory nor solicit nor provide on-site computer coding, robotics and related classes for children within your Exclusive Territory. (Franchise Agreement - Paragraph 2 and Addenda A and C)
 - 2 Within 30 days of your projected opening, we will provide a two-to-five-day class called The Wize Computing Academy University to train you and one other person at or near our Coppell, Texas headquarters. Some portions of this training may be conducted online or through video classes.
(Franchise Agreement - Paragraph 4 Sections A, B and D)

- 3 You may operate your business from your residence or you may choose to rent commercial space suitable for a small office. If you decide to operate from commercial space we will forward our Site Selection Guidelines to assist you in finding and remodeling a facility for your Wize Computing Academy office. We will train you in its use by phone. (Franchise Agreement - Paragraph 4 Sections A, B and D)

- 4 If you decide to operate your office in a commercial location that meets our minimum standards, then before opening, you must identify sites that you feel are suitable and meet the needs of your Wize Computing Academy Franchise. As described in the Site Selection Guidelines, you will submit the sites and proposed leases for our acceptance. We will review your choices and corresponding documents to verify that they meet our standards and discuss our findings with you and issue acceptance or rejection subject to our comments and suggested changes regarding the lease. Our acceptance of a site does not guarantee your success at that location. You will make the final decision on the location that you choose. (Franchise Agreement - Paragraphs 2 and 4D)

The training will include information on topics critical to your success as follows:

TRAINING PROGRAM

Subject	Hours of Classroom and Online Training	Hours of On-the-Job Training	Location
Industry Overview, Entrepreneurship, Orientation	2	0	Wize Computing Academy's Headquarters in Coppell, Texas or Online
Marketing, Advertising and Sales	8	4	Wize Computing Academy's Headquarters, Online and Your City
Curriculum, Equipment Needed, Pricing, Classroom Techniques, Hiring & Training of Instructors	22	4	Wize Computing Academy's Headquarters, Online and Your City
Office Administration, Personnel, Accounting, and Security	6	1	Wize Computing Academy's Headquarters or Online
Customer Relations and Renewal of Service Agreements	4	0	Wize Computing Academy's Headquarters and Online

Subject	Hours of Classroom and Online Training	Hours of On-the-Job Training	Location
Legal Issues and Government Compliance	2	0	Wize Computing Academy's Headquarters or Online
Total Hours	44	9	

The cost of this training for two is included in your Initial Franchise Fee but you must pay the travel and living expenses for yourself and your employee(s) for the 2 to 5 business days you will spend learning our system in Texas or online. You may also have to pay wages for your employees. Your employees will need to be covered under Worker's Compensation Insurance prior to coming to training. Training occurs at, or near, our headquarters in Coppell, Texas and, during the first month after your opening, someone from our staff may spend a day with you in your market for on-the-job training or provide similar training online. The training work-week is based on forty (40) hours per week but may exceed that projection.

Training will be conducted by Venus Anand and Vishal Bhasin, our Founders, who have operated our affiliate since 2015. Some classes may be led by other members of our team. They have extensive experience in computer technology, curriculum development, sales and marketing and they continue to operate our affiliate's business on a daily basis. The materials used in your training include the Operations Manual; the Site Selection Guidelines, and the Policy and Procedures Manual. Training is mandatory for you and you may bring one additional person to our initial training program. The costs for this training is included in your original Franchise Fee. You must successfully complete the training program to our satisfaction and do so within the 90 day period within which you are required to open your franchised business. You are not allowed to open your academy until the training has been successfully completed. We may, in the future, develop optional or mandatory training or refresher programs that may be offered with or without cost to you except for, or in addition to, the costs of travel, housing and meals needed to attend.

B. During the operation of the franchised business, we will:

- 1 Provide your school's contact information on our website to assist potential host-schools and parents in contacting your franchise and we will refer to you any inquiries we receive regarding your Wize Computing Academy. (Franchise Agreement - Paragraph 4F)
- 2 Maintain a telephone and/or web advisory service to provide a prompt response to your operational, administrative, sales, and management questions regarding the operation of your franchise. (Franchise Agreement - Paragraph 4A, (ii))
- 3 Evaluate and identify new training techniques and equipment and train you in methods for implementing them in your franchise. We will also provide you with information about developments in the industry that may impact your business. (Franchise Agreement - Paragraph 4B).
- 4 Lend you a copy of our Operations Manual and Policy and Procedures Manuals which contain mandatory and suggested specifications, standards and procedures. These manuals are confidential and remain our property. We may modify these

manuals, but the modification will not alter your status and rights under the Franchise Agreement. (Franchise Agreement - Paragraph 4B). The table of contents of our current Manuals appear in Exhibit F.

- 5 When a minimum of 15 franchises are operating, we may hold annual conventions to discuss improvements in the Wize Computing Academy system, new class topics, training techniques, equipment, sales and pricing techniques, improved operating systems, quality control, advertising and promotional programs and accounting. We may or may not charge you a convention fee but you must pay all your travel and living expenses. These elective conferences may be held at our Coppell, Texas headquarters or at other locations of our choosing. (Franchise Agreement - Paragraph 4B)
- 6 We may, from time-to-time, develop advertising and marketing materials for use in your territory. You will receive samples of these items at no charge. If you want additional copies you must pay us or other vendors for them. You may develop advertising materials for your own use, at your own cost. We must approve these materials in writing in advance of their use. Your franchise agreement requires that you spend a minimum of 2% of sales per month in local marketing and that you send us a Monthly Report indicating how those funds were spent. We are not obligated to conduct advertising on your behalf. In addition, in the future, we may require that you and all franchisees pay up to 2% of sales per year as a national Advertising Fee but we will not institute this fee until at least 15 franchises are open for business. The Wize Computing Academy Franchising Ad Account will be administered by us but we will seek the guidance of a committee consisting of Franchise Owners and our representatives. Each year that the fee is active, a compilation of its financial activities will be prepared by an independent CPA and shared with all franchisees. In addition, any advertising fee not spent in the year collected will remain in the account to be expended in future years. At such time, if ever, that an Advertising Fee is implemented, we will contribute 2% of annual sales (or any lower system-wide rate which is identical to that paid by franchisees) of our company-owned or affiliate-owned Wize Computing Academy schools as a Fee. There are no governing documents for the advertising fund as of the date of this Disclosure Document. No portion of the advertising fund will be used to solicit new franchise sales. (Franchise Agreement - Paragraph 4E)
- 7 We have developed a Grand Opening Promotion program to help you launch your franchise in your home market. During your initial training, you and our staff will determine the customization and the scope of this program to match your program to your community. This investment, which ranges from \$500 to \$2,500 is designed to produce leads, inquiries and to gain recognition of your school by residents and school administrators in your area.

C. Computer Purchases

You are required to have a computer for managing the business, developing a database of your clients, scheduling instructors and prospective client calls, recording sales, maintaining communications over the Internet and to produce your accounting records. Your system and its software must properly communicate with our systems to permit report submission and to access the Internet for communicating with us. You will need, as a minimum, one Windows Compatible Laptop Computer with a minimum of a 500 gigabyte hard drive and a processor running at 3 GHz or more, 4 GB RAM, and

communications software, and printer. You may also need to purchase additional software that we specify. While we have researched the products available and are confident in our selection, we reserve the right to require utilization of a new software solution in the future. You will need a high speed internet connection (cable or fiber-optic) to complement the computer system. As shown in Item 7 of this Disclosure Document, you can expect to spend from \$4,000 to \$7,000 on computer hardware, software, robotic equipment and related equipment, and you can expect to spend at least \$500 each year on optional or required maintenance, updating, upgrading or support of the computer equipment and related technology. As you grow, you will invest additional funds to support your students. Robotics equipment is shared by 3 or 4 students and for coding classes, each learner requires a device (laptop or tablet). We will have unrestricted access to your computer system, and all information stored in that system.

In order to maintain Information Security, you must implement all administrative, physical and technical safeguards necessary to protect any information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, credit card information, biometric or health data, government-issued identification numbers and credit report information (“Personal Information”) in accordance with applicable law and industry best practices. It is entirely your responsibility (even if we provide you assistance or guidance in that regard) to confirm that the safeguards you use to protect Personal Information comply with all applicable laws and industry best practices related to the collection, access, use, storage, disposal and disclosure of Personal Information. If you become aware of a suspected or actual breach of security or unauthorized access involving Personal Information, you must notify us immediately and specify the extent to which Personal Information was compromised and disclosed.

We own any and all client lists and their contents that you may develop during the normal course of operating the Franchised Business. You must keep an up-to-date list of all active and inactive students and related host schools or other centers in the management software solution, including their name, telephone number, email address, complete postal address, and all classes completed. The current software allows us to continuously and without limitation download the customer list. However, from time to time we may request, and you must make available to us, within 3 business days, an electronic copy, or in a form approved by us, a copy of the complete database, including a complete list of active and inactive schools, hosts and students (from the prior three years), including their name, telephone number, email address, complete postal address, classes completed, last date enrolled, and prices paid for classes, and other information concerning the hosts and students as requested, which we may access without limitation. You may not use any host or student list for any purpose other than in the normal operation of the Franchised Business without prior written approval from us, and you may not sell that list or any information regarding clients to any third party without the express prior consent from us. We will not make the client list available to any third or related party, except only those agents of ours acting in an audit capacity as provided for in Section 5H of this Agreement. We reserve the right to communicate with people on the client list.

D. Site Selection and Opening

We anticipate that most franchisees will open their business within 90 days after they sign a franchise agreement, operating from their residence or a small office in a commercial location within your Exclusive Territory. You are required to obtain our acceptance of your site, based on the standards that we will share with you during your training. In

evaluating a proposed site and its Exclusive Territory, we consider population density, demographics, the number of schools and other potential hosts located within the territory and the costs, terms and length of the lease offered by the property owner. We will provide acceptance or rejection of your proposed site within 15 days of receipt of your completed request for approval. The factors that affect the time to open your business may include, if you choose to operate outside your home, your ability to obtain a lease, financing, construction or building permit delays, zoning and local ordinances, shortages, and delayed delivery of equipment. There is no requirement that you secure an approved site by any given time period, but there is a requirement that you open your franchise within 90 days of signing your Franchise Agreement, unless you receive a written extension of this time. (Franchise Agreement - Paragraph 4 Section D). We can terminate your Franchise Agreement if you do not open within the 90 day period, with no refund of any part of your initial franchise fee. We will consider granting an extension of time if we determine that you have acted diligently to get the franchised business open.

E. Insurance and Indemnification

You must maintain adequate insurance and indemnity coverage throughout the term of your Franchise Agreement and any extension thereof as mandated by our Operations Manuals. You must also indemnify, or reimburse us for any losses or expenses we incur as a result of your actions or inaction. You must obtain coverages provided by a carrier with an A.M. Best rating of A VIII or higher, and in connection therewith to identify us as a named insured to the extent of our interest. (Franchise Agreement - Paragraph 5 Section I)

Prior to opening your Academy, you must deliver to us certificates or policies evidencing that your insurance is in full force and effect, and each year during the term of our Franchise Agreement, you must furnish premium receipts or other satisfactory evidence that such policies have continued in effect. Should you fail to maintain the required insurance, or furnish proof thereof, we have the option to obtain such insurance for you at your sole cost and debit your operating account the amount of the premium. You must promptly notify us of any and all claims under said policies of insurance against your franchise, us and/or our employees or agents of either.

While not mandatory, we strongly suggest that you discuss with your local advisors the protection provided by coverage for child abuse and molestation and business interruption insurance.

F. Refurbishment, Remodel or Replace

You must maintain the appearance any commercial location that you lease or own and keep your school furnishings and equipment in good working order. Before each five (5) year anniversary you are required to remodel the facility to the then current standards. The classroom equipment typically must be either refurbished or replaced every 3 to 4 years. If, upon inspection, the facility and equipment have not been maintained to standards; Wize Computing Academy may notify you in writing that you must bring the facility and fixtures up to the then current standards for any commercial offices within ninety days.

12. TERRITORY

You will be assigned an Exclusive Territory that will typically be a portion of a city, an area within specific boundaries, or a group of zip codes, depending on the demographics in the area. You may operate your business from your residence or a commercial building that has been accepted by us. You will provide your computing classes online and in host facilities including, but not limited to

public and private schools; preschools and day care facilities; community and park & recreation centers. Your Exclusive Territory provides an area within which we will not operate nor will we allow another Wize Computing Academy franchise to be located in or to conduct on-site classes. We will not establish franchise offices nor open company units to provide on site classes within your Exclusive Territory under any other name during the term of this agreement.

Each territory will differ in size depending on local demographics. We use US Census data and business directories to assist in evaluating a territory. In many markets, you will have a territory with a population of approximately 250,000 residents.

You are restricted from soliciting, marketing, selling and providing classes or other services under the Wize Computing Academy name (or any other name) to consumers at a site that is not within your Exclusive Territory without our prior approval. You may not, unless advertising with other Wize Computing Academy franchisees, target clients with direct marketing nor advertise in internet, telephone, or similar directories that target areas outside your Exclusive Territory nor may you establish mailing addresses for your Wize Computing Academy school that would lead others to believe that you are authorized to offer services outside of your Exclusive Territory.

During the term of your franchise, you may purchase rights to open another Wize Computing Academy franchise and open a business in another territory, if a suitable territory is available, for a fee of ninety percent (90%) of the rate being charged new franchisees at the time of your purchase. This is only available if you are in compliance with the terms of the franchise agreement.

You do not have to generate a minimum level of gross receipts to maintain your Exclusive Territory. There are no circumstances that would allow us to modify your Exclusive Territory. If you have a commercial location, we will approve a relocation of your office if your site is destroyed or the building you occupy declines substantially in value, so long as your new site is within your Exclusive Territory and meets our usual criteria for a site.

You are prohibited from teaching on-site computer coding, robotics and related classes within the Exclusive Territory of another Wize Computing Academy Franchisee, whether you use alternative channels of distribution or otherwise.

We do not have the right to provide on-site computer coding, robotics and related classes using other channels of distribution, such as the internet, catalog sales, telemarketing or other direct marketing, within your Exclusive Territory, whether using the trademarks licensed to you under your Franchise Agreement or under any other Marks without reimbursing you for any sales or enrollment fees for anyone living within a zip code that is part of your Territory. We will not solicit nor offer on-site classes within your Territory. We do not now, nor does our affiliate, conduct on-site classes within your Exclusive Territory either under the Wize Computing Academy name nor any other mark.

We may, from time-to-time offer computer coding, robotics and related classes online as a way to gain exposure for the Wize Computing Academy brand. We will pay you a portion of any fees we collect for such online training for any students who live within your Exclusive Territory as identified by their zip codes.

13. TRADEMARKS

We grant you the right to operate one Wize Computing Academy franchise within a specific geographic territory. You may also use current and future trademarks and service marks we register to identify your business and its services and products. We currently grant you the rights to one Service Mark, “**Wize Computing Academy®**,” for which our affiliate, Nivika, LLC has received

registration on the United States Patent and Trademark Office Principal Register on April 2, 2019, and it was assigned Registration Number 5713593. Nivika has granted us in writing the rights to use this mark in franchising. Nivika also has filed for a Trademark with the department of Innovation, Science and Economic Development in Canada. The application date was March 12, 2020 and the File Number 2017273.

You must follow our rules when you use this mark and any others we may establish in the future. You may not use our name or mark as part of your corporate (or other entity) name or with modifying words, designs or symbols except for those which we license to you. You may not use the Wize Computing Academy name in connection with the sale of an unauthorized service or product or in a manner not authorized in writing by us.

Your conduct on the Internet, including without limitation, your use of the Marks on the Internet and in domain names for the Internet, is subject to the provisions of the Franchise Agreement. We reserve the right to establish and modify, from time to time, rules which will govern your conduct and use of the Internet in connection with your Wize Computing Academy franchise, and you must agree to abide by such rules. At the present time, only Wize Computing Academy is permitted to maintain a website promoting the franchise system. We will assist you in the establishment and maintenance of various social media accounts to promote your business under the Wize Computing Academy Mark. Your rights to use the Marks and our Business System on the Internet will terminate when the Franchise Agreement terminates or expires.

You must notify us immediately if you learn about an infringement of, or challenge to your use of any of our trademarks. We will take the action we think appropriate. We will protect your right to use our marks and will defend you from claims arising out of your proper use of the marks.

You must modify or discontinue the use of a service mark or trademark if we modify or discontinue it. If this happens, we will reimburse you for your tangible costs of compliance that have been pre-approved by us in excess of \$5,000 (i.e., changing signs). You must not directly nor indirectly contest our right to our trademarks, trade secrets or the business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of Wize Computing Academy trade or service mark(s). No agreements limit our right to use or license the use of this service mark.

There are no currently effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the Trademark Administrator of any State or any court, pending infringement, opposition or cancellation, or pending material litigation involving the principal trademark.

14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You must use the proprietary information in our Manuals described in Item 11 and our proprietary curriculum. Although we have not filed an application for a copyright registration for the Manuals and our curriculum, we claim a copyright, and the information contained therein is proprietary. You are obligated to tell us if you learn about unauthorized use of our proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate.

We do not own any patents and there are no applications pending for patent rights material to this franchise.

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

We do not require that you personally supervise the franchised business. The business must be directly supervised, on a day-to-day basis, by a manager who has successfully completed our training program within 30 days of accepting the responsibilities of manager. The manager may not have an interest in, or business relationship with, any of your (or our) business competitors. The manager need not have an ownership interest in a corporate, LLC or partnership-run franchise. The manager must sign a written agreement to maintain confidentiality of the trade secrets described in Item 14 and to conform with the covenants not to compete described in Item 17.

Upon death or permanent disability (as reasonably determined by an independent third party such as a licensed medical doctor) of any Owner of a controlling interest in your Franchise or the trained general manager, a new general manager must be hired and will have 90 days to complete the initial Franchise Training Program.

Each individual who owns a 5% or greater interest in the franchise entity must sign a Guarantee, assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement. (See Addendum C to the Franchise Agreement.)

16. RESTRICTIONS OF WHAT THE FRANCHISEE MAY SELL

We require you to offer and teach only the courses and provide other related services and sell products that we have approved. You are required to offer all the courses and provide related services and sell products as defined in the Operations Manual. There is no limitation of our right to modify the list of approved courses, services and products that you must provide.

17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise or other Agreement	Summary
a. Length of the franchise term	Section 8	The term is 10 years.
b. Renewal or extension of the term	Section 8	If you are in good standing, you can renew for additional 10 year terms.
c. Requirements for franchisee to renew or extend	Section 8	Sign new agreement and pay renewal fee. You may be asked to sign a contract with materially different terms and conditions than your original contract, but the boundaries of the Territory will remain the same, and Continuing Royalty on renewal will not be greater than the Continuing Royalty that we then impose on similarly-situated renewing franchisees. Franchisee must remodel or refurbish any commercial facility to the then current standard as described in the Operations Manual.

Provision	Section in Franchise or other Agreement	Summary
d. Termination by franchisee	Sections 3 & 9A	Not Permitted
e. Termination by franchisor without cause	Section 9B	Not Permitted
f. Termination by franchisor with cause	Section 9B	We can terminate your franchise only if you default.
g. "Cause" defined—curable defaults	Section 9B	Curable defaults: failure to open your franchise within 90 days of signing your Franchise Agreement, non-payment of fees, non-reporting, failure to meet Franchise Agreement standards, non-compliance with local law, poor business practices (as defined), failure to obtain non-compete agreements from managers, operating from non-approved site, failure to remodel or refurbish on schedule, operating a similar business in another name or outside of Exclusive Territory.
h. "Cause" defined—non-curable defaults	Section 9B	Non-curable defaults: conviction of felony, repeated defaults (even if cured), abandonment, trademark misuse, unapproved transfers, bankruptcy, insolvency, or false statements on applications or reports.
i. Franchisee's obligations on termination/non-renewal	Section 10	Obligations include complete de-identification and payment of amounts due (see also r, below) and return of all customer keys.
j. Assignment of contract by franchisor	Section 11C	We may assign our rights.
k. "Transfer" by franchisee— defined	Section 11B	Includes transfer of contract, or assets, or ownership change
l. Franchisor approval of transfer by franchisee	Section 11B	We have the right to approve all transfers but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Section 11B	New franchisee qualifies, transfer fee paid, purchase agreement approved, training arranged, release signed by you, all fees owed by you paid, and current agreement signed by new franchisee (also see r, below).
n. Franchisor's right of first refusal to acquire franchisee's business	Section 11E	Right of first refusal is reserved by us. We will have 10 days to notify you of our intention to meet the terms of a buyer and 45 days to complete a purchase.
o. Franchisor's option to purchase franchisee's business	Section 11E	Right to purchase the assets of the Franchisee at the same price and on the same terms as any other party.
p. Death or disability of franchisee	Sections 11 and 11B	Your estate and/or beneficiaries may inherit your rights as long as a qualified manager runs your franchise.

Provision	Section in Franchise or other Agreement	Summary
q. Non-competition covenants during the term of the franchise	Section 15	No involvement in competing business anywhere in the U.S., Canada, or Mexico.
r. Non-competition covenants after the franchise is terminated or expires	Section 15	You may not own nor manage a competing business for 2 years within 50 miles of the boundaries of your Exclusive Territory nor the Exclusive Territory of any existing franchisee at the time of termination or expiration (including after assignment).
s. Modification of the agreement	Section 16	No modifications generally unless agreed to in writing by both parties but Operations Manual is subject to change.
t. Integration/merger clause	Section 16	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by mediation or arbitration	Section 18	Except for certain claims, all disputes must be first mediated, then arbitrated in Coppell, Texas. SUBJECT TO APPLICABLE STATE LAW
v. Choice of forum	Section 20	Litigation must be in the United States District Court for the Texas Northern District of the Eighth Circuit, or the State Court in Dallas County. These provisions are subject to applicable state law. SUBJECT TO APPLICABLE STATE LAW
w. Choice of law	Section 20	Texas law applies. This provision is subject to applicable state law. SUBJECT TO APPLICABLE STATE LAW

18. PUBLIC FIGURES

We do not use any celebrities or public figures to promote our franchise to the public at large or to those considering purchasing our franchises.

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.

Except as set forth below, we do not furnish nor authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Wize Computing Academy franchise.

The information below is based upon the performance of our affiliate, Nivika, LLC, which operates a business similar to that offered franchisees through this Disclosure Document. It opened in 2015 and established the business model that our franchisees will follow.

The data set forth is intended to serve as a tool for you to forecast your potential revenue and gross profits from the operation of your franchise. The information provided must be read in conjunction with the notes set forth immediately following the template. Written substantiation for this Financial Performance Representation is available to you upon reasonable request.

The numbers in the following chart represent Receipts and Expenses of our affiliate's operation, based in Coppell, TX. This information is based on unaudited internal records.

**One outlet has sold this amount. Your individual results may differ.
There is no assurance that you'll earn as much.**

**NIVIKA, LLC
D/B/A
Wize Computing Academy
Historic Operating Results**

Calendar Year End	2020	Percent-ages	2021	Percent-ages	2022	Percent-ages
Total Gross Receipts	\$247,749	100.0%	\$ 255,064	100.0%	\$ 392,778	100.0%
Direct Costs:						
Teachers' Payroll	50,065	20.2%	23,979	9.4%	77,060	19.6%
Classroom Supplies	2,394	1.0%	4,005	1.6%	4,828	1.2%
Occupancy Costs*	N/A		N/A		8,363	2.1%
Total Cost of Goods Sold	52,459	21.2%	27,984	11.0%	90,251	23.0%
Gross Profit	\$195,290	78.8%	\$ 227,080	89.0%	\$ 302,527	77.0%

¹ These revenue calculations are based on Annual Receipts produced by our affiliate's school operating under the Wize Computing Academy mark during the calendar years 2020, 2021 and 2022. This data represents Receipts, Direct Labor, Materials Costs and Occupancy Costs for the business.

Cost charges for online and after-school sessions per student in 2022 ranged from \$85 to \$98 per class.

² Actual sales and costs of instructors will vary, market to market. (Total Receipts is defined as gross revenues generated from teaching classes less sales tax, any refunds.) This data represents actual revenues and labor costs for the business. It does not include pay for the owner. An established school may have a sales person and an office manager in addition to instructors leading each class. Initially, the owner/operator may perform the instruction, sales and management duties.

³ General and Administrative Expenses vary widely from market to market and we have not attempted to estimate these. These expenses include: Costs of Rent, Utilities, Telephone, Repairs and Maintenance, Supplies, Insurance, Office Expenses, Interest, Licenses & Fees, Bank Fees, Credit Card Fees, Owner's Payroll (Including Payroll Taxes), Accounting & Legal, Depreciation and Amortization, Royalties (Varies by Sales), Local Advertising, and Others.

⁴ Early in 2020, the Covid 19 Virus swept across the world and most school districts in North America discontinued classroom teaching and moved to some form of online education. Wize Computing Academy was uniquely positioned for moving its classes from each schools' facilities to the internet. Since its founding, our affiliate, Nivika, LLC has offered online classes as "camps" during the summer and when schools were on vacation. Because of this experience, Wize students were converted from classroom to online learning and we anticipate some variation of this hybrid training program will continue in the future yet a high percentage of students have returned to the classroom.

*Some schools ask us to pay them a percentage of the Receipts collected from their students for the opportunity of being the only vendor providing computer classes on their campus. Others ask us to co-sponsor their Parent Teachers Association. Any payments to schools or other hosts are classified as Occupancy Costs.

The numbers in the following charts represent average Receipts and Expenses for our seven franchisees in the US and two in Canada that were open for at least one full year at December 31, 2022. This information is based on unaudited internal records.

Wize Computing Academy Average Operating Results For US Franchisees

Average Annual Receipts		2022	Percentages
Total Gross Receipts		\$ 91,138	100.0%
Direct Costs:			
Teachers' Payroll		20,320	22.3%
Classroom Supplies		2,301	2.5%
Occupancy Costs**		1,824	0.2%
Total Cost of Goods Sold		24,445	26.8%
Gross Profit		\$66,693	73.1%

Additional Annual Receipts Data for US Franchisees 2022

Average	Median	Maximum Unit	Minimum Unit
\$91,138	\$72,183	\$242,000	\$37,585

Although almost all of the schools served by Wize Computing Academy in the US were closed due to Covid for more than nine months in 2020 and all of 2021, most were open all of 2022. Many students attended our online classes during the school shut-down. The Average Total Gross Receipts for the year, Costs of Instructors, and Classroom Materials for our US franchises are included in the chart above.

1 These revenue calculations are based on Annual Receipts produced by our US-based franchisee's schools operating under the Wize Computing Academy mark during the calendar years 2021 and 2022. This data represents Receipts, Direct Labor, Materials Costs and Occupancy Costs for those businesses.

Cost charges for online and after-school sessions per student in 2022 ranged from \$85 to \$98 per class.

2 Actual sales and costs of instructors will vary, market to market. (Total Receipts are defined as gross revenues generated from teaching classes less sales tax and any refunds.) This data represents actual revenues and labor costs for the business. It does not include pay for the owner. An established franchise may have a sales person and an office manager in addition to instructors leading each class. Initially, the owner/operator may perform the instruction, sales and management duties.

3 General and Administrative Expenses vary widely from market to market and we have not attempted to estimate these. These expenses include: Costs of Rent, Utilities, Telephone, Repairs and Maintenance, Supplies, Insurance, Office Expenses, Interest, Licenses & Fees, Bank Fees, Credit Card Fees, Owner's Payroll (Including Payroll Taxes), Accounting & Legal, Depreciation and Amortization, Royalties (Varies by Sales), Local Advertising (Varies by Sales), and Others.

4 Early in 2020, the Covid 19 Virus swept across the world and most school districts in North America discontinued classroom teaching and moved to some form of online education. Wize Computing Academy was uniquely positioned for moving its classes from each schools' facilities to the internet. Since its founding, our affiliate, Nivika, LLC has offered online classes as "camps" during the summer and when schools were on vacation. Because of this experience, Wize students were converted from classroom to online learning and we anticipate some variation of this hybrid training program will continue in the future yet a high percentage of students have returned to the classroom.

*Some schools ask us to pay them a percentage of the Receipts collected from their students for the opportunity of being the only vendor providing computer classes on their campus. Others ask us to co-sponsor their Parent Teachers Association. Any payments to schools or other hosts are classified as Occupancy Costs.

**Wize Computing Academy
Average Operating Results
For Canadian Franchisees**

Average Annual Receipts	2022	Percentages
Total Gross Receipts	\$60,298*	100.0%
Direct Costs:		
Teachers' Payroll	7,521	12.5%
Classroom Supplies	957	1.6%
Occupancy Costs	11,634	19.3%
Total Cost of Goods Sold	20,112	33.4%
Gross Profit	\$40,183	66.6%

*All data expressed in Canadian Dollars.

Additional Annual Receipts Data for Canadian Franchisees 2022

Average	Median	Maximum Unit	Minimum Unit
\$60,295	N/A	\$80,430	\$40,166

Although almost all of the schools served by Wize Computing Academy in Canada were closed for after-school sessions due to Covid for more than nine months in 2020 and all of 2021. Canadian schools were closed most of the first three quarters of 2022. Our Canadian franchisees ran online classes in addition to some classes in community centers during the first three quarters on 2022. Classes at some schools resumed during the fourth quarter. Many students attended our online classes during the school shut-downs and most have returned since their schools reopened.

The Average Total Gross Receipts for the year, Costs of Instructors, and Classroom Materials for our Canadian franchises are included in the chart above.

1 These revenue calculations are based on Annual Receipts produced by our franchisees' schools in Canada operating under the Wize Computing Academy mark during the calendar years 2021 and 2022. This data represents Receipts, Direct Labor, Materials Costs and Occupancy Costs for the business.

Cost charges for online and after-school sessions per student in 2022 ranged from \$85 to \$98 per class.

2 Actual sales and costs of instructors will vary, market to market. (Total Receipts are defined as gross revenues generated from teaching classes less sales tax and any refunds.) This data represents actual revenues and labor costs for the business. It does not include pay for the owner. An established school may have a sales person and an office manager in addition to instructors leading each class. Initially, the owner/operator may perform the instruction, sales and management duties.

3 General and Administrative Expenses vary widely from market to market and we have not attempted to estimate these. These expenses include: Costs of Rent, Utilities, Telephone, Repairs and Maintenance, Supplies, Insurance, Office Expenses, Interest, Licenses & Fees, Bank Fees, Credit Card Fees, Owner's Payroll (Including Payroll Taxes), Accounting & Legal, Depreciation and Amortization, Royalties (Varies by Sales), Local Advertising (Varies by Sales), and Others.

4 Early in 2020, the Covid 19 Virus swept across the world and most school districts in North America discontinued classroom teaching and moved to some form of online education. Wize Computing Academy was uniquely positioned for moving its classes from each schools' facilities to the internet. Since its founding, our affiliate, Nivika, LLC has offered online classes as "camps" during the summer and when schools were on vacation. Because of this experience, Wize students were converted from classroom to online learning and we anticipate some variation of this hybrid training program will continue in the future yet a high percentage of students have returned to the classroom.

*Some schools ask us to pay them a percentage of the Receipts collected from their students for the opportunity of being the only vendor providing computer classes on their campus. Others ask us to co-sponsor their Parent Teachers Association. Any payments to schools or other hosts are classified as Occupancy Costs.

20. OUTLETS AND FRANCHISEE INFORMATION

ITEM 20 TABLE NO. 1
Systemwide Outlet Summary
for Years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	7	9	+2
	2021	9	9	0
	2022	9	14	+5
Company-Owned*	2020	1	1	0
	2021	1	1	0
	2022	1	1	0
Total Outlets	2020	8	10	+2
	2021	10	10	0
	2022	10	15	+5

ITEM 20 TABLE NO. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor) for Years 2020 to 2022

State	Year	Number of Transfers
Total	2020	0
	2021	0
	2022	0

ITEM 20 TABLE NO. 3
Status of Franchised Outlets
for Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Arkansas	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Colorado	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Florida	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Pennsylvania	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Texas	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	2	0	0	0	0	6
Ottawa, CA	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Vancouver CA	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Totals	2020	0	7	0	0	0	0	7
	2021	7	2	0	0	0	0	9
	2022	9	5	0	0	0	0	14

ITEM 20 TABLE NO. 4
Status of Company-Owned Outlets*
for Years 2020 to 2022

State	Year	Outlets at Start of	Outlets Opened	Outlets Reacquired	Outlets Closed	Outlets Sold to	Outlets at End of the Year
Texas	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Totals	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1

*This office is owned and operated by our affiliate, Nivika, LLC., a Limited Liability Company owned by Venus Anand and Vishal Bhasin that operates as Wize Computing Academy at 513 Beacon Hill Drive, Coppell, TX 75019.

ITEM 20 TABLE NO. 5
Projected Openings as of December 31, 2022

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
North CO	0	1	0
Georgia	0	2	0
PA	0	1	0
Texas	0	4	0
Totals	0	8	0

There were fourteen Franchisees as of December 31, 2022. During the twelve months ended December 31, 2022, there were no franchisees whose franchise was terminated, canceled, not renewed or, who has, during the same time period, otherwise voluntarily or involuntarily ceased to do business pursuant to the Franchise Agreement, nor has any franchisee failed to communicate with us within the ten weeks prior to the date of application of this registration.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed any confidentiality clauses with any current or former franchisees which would in any way restrict their ability to speak with you openly about their experience with Wize Computing Academy.

There are no trademark specific franchisee organizations associated with the franchise system, nor are there any independent franchisee organizations that have asked to be included in this disclosure document.

21. FINANCIAL STATEMENTS

Audited Financial Statements at December 31, 2020, December 31, 2021 and December 31, 2022 are attached hereto as Exhibit A. Also included in Exhibit A are our interim unaudited financial statements as of April 30, 2023.

22. CONTRACTS

Attached hereto are the following documents associated with this franchise offering:

EXHIBIT E – Franchise Agreement

Addendum A – Franchisee’s Exclusive Territory

Addendum B – Closing Acknowledgments

Addendum C – Site Approval

Addendum D – Guaranty

Addendum E – State Specific Addenda

Addendum F – Bank Authorization Form

Addendum G – Collateral Assignment of Lease

Addendum H – Assignment of Telephone Numbers and Listings

Addendum I – Sample Non-Disclosure and Non-Competition Provisions for
General Managers

Addendum J – Operations Manuals Tables of Contents

Addendum K – Promissory Note

23. RECEIPT

The last two pages of this Disclosure Document are duplicate copies of our Receipt acknowledging that you have received this Disclosure Document. You are required to sign each Receipt and return one copy to us at the address on the cover of this Disclosure Document.

EXHIBIT A TO THE FRANCHISE DISCLOSURE DOCUMENT

Financial Statements

WIZE COMPUTING ACADEMY FRANCHISING, LLC.

Audited Financial Statements
December 31, 2020, December 31, 2021 and December 31, 2022

With respect to the April 30, 2023 financial statements, THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Wize Computing Academy Franchising LLC

Balance Sheet

As of April 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Wells Fargo Business Choice Checking (7077)	0.00
Wells Fargo Simple Business Checking (1634)	79,716.68
Total Bank Accounts	\$79,716.68
Other Current Assets	
Uncategorized Asset	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$79,716.68
TOTAL ASSETS	\$79,716.68
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Visa (9967)	-3,520.00
Visa Business Credit Card - Franchising - Wize Computing Academy Franchising LLC	3,393.05
Total Credit Cards	\$ -126.95
Total Current Liabilities	\$ -126.95
Total Liabilities	\$ -126.95
Equity	
Opening Balance Equity	6,302.65
Owner's Pay & Personal Expenses	-257,401.41
Retained Earnings	259,856.56
Net Income	71,085.83
Total Equity	\$79,843.63
TOTAL LIABILITIES AND EQUITY	\$79,716.68

Wize Computing Academy Franchising LLC

Profit and Loss

January - April, 2023

	TOTAL
Income	
Billable Expense Income	266.28
Initial Franchise Fee	97,745.00
Royalty Payments	32,686.22
Total Income	\$130,697.50
GROSS PROFIT	\$130,697.50
Expenses	
Advertising & Marketing	7,507.52
Bank Charges & Fees	224.22
Broker Commission	41,250.00
Charitable Contributions	35.00
Devices, Robotics Equipment, Projector	206.49
Dues & subscriptions	1,068.22
Filing & Other Fee	250.00
Insurance	2,323.00
Legal & Professional Fees	1,500.00
Legal & Professional Services	2,250.00
Meals & Entertainment	205.62
Office Supplies & Software	994.37
Rent & Lease	175.00
Travel	1,530.73
Website Hosting & Maintenance	91.50
Total Expenses	\$59,611.67
NET OPERATING INCOME	\$71,085.83
NET INCOME	\$71,085.83

WIZE COMPUTING ACADEMY FRANCHISING, LLC

FINANCIAL REPORT

AS OF DECEMBER 31, 2022



WIZE COMPUTING ACADEMY FRANCHISING, LLC

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Independent Auditor's Report

To the Members
Wize Computing Academy Franchising, LLC
Coppell, Texas

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying balance sheets of Wize Computing Academy Franchising, LLC as of December 31, 2022, and 2021 and the related statement of income, members' (deficit) and cash flows for the years ended December 31, 2022, 2021 and 2020 and the notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Wize Computing Academy Franchising, LLC as of December 31, 2022, and 2021 and the results of their operations and their cash flows for the years ended December 31, 2022, 2021, and 2020 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Wize Computing Academy 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 Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Wize Computing Academy Franchising, LLC's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

A handwritten signature in blue ink that reads "Reese CPA LLC". The signature is written in a cursive, flowing style.

Ft. Collins, Colorado
February 13, 2023

In performing an audit in accordance with GAAS, we:

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

Ft. Collins, Colorado
February 13, 2023

WIZE COMPUTING ACADEMY FRANCHISING, LLC
BALANCE SHEETS

	DECEMBER 31,	
	2022	2021
ASSETS:		
CURRENT ASSETS		
Cash and equivalents	\$ 36,316	\$ 45,285
Accounts receivable, net of allowance	4,236	-
TOTAL CURRENT ASSETS	<u>40,552</u>	<u>45,285</u>
 NON-CURRENT ASSETS		
Property and equipment	-	859
TOTAL ASSETS	<u><u>\$ 40,552</u></u>	<u><u>\$ 46,144</u></u>
 LIABILITIES AND MEMBERS' (DEFICIT):		
CURRENT LIABILITIES		
Accounts payable	\$ -	\$ 820
Non-refundable deferred revenue, current	33,915	20,942
TOTAL CURRENT LIABILITIES	<u>33,915</u>	<u>21,762</u>
 NON-CURRENT LIABILITIES		
Non-refundable deferred revenue, non-current	157,153	73,632
TOTAL LIABILITIES	<u>191,068</u>	<u>95,394</u>
 MEMBERS' (DEFICIT)	(150,516)	(49,250)
 TOTAL LIABILITIES AND MEMBERS' (DEFICIT)	<u><u>\$ 40,552</u></u>	<u><u>\$ 46,144</u></u>

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

WIZE COMPUTING ACADEMY FRANCHISING, LLC
STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

	<u>2022</u>	<u>2021</u>	<u>2020</u>
REVENUES			
Franchise sales	\$ 30,778	\$ 21,328	\$ 18,632
Royalty revenue	70,370	24,160	17,144
Other revenue	846	-	-
TOTAL REVENUES	<u>101,994</u>	<u>45,488</u>	<u>35,776</u>
OPERATING EXPENSES			
General and administrative	7,790	8,301	4,514
Advertising and promotion	45,473	5,022	5,508
Professional fees	7,075	3,200	4,043
Franchise-related costs	6,578	1,092	563
Depreciation	859	938	937
TOTAL OPERATING EXPENSES	<u>67,775</u>	<u>18,553</u>	<u>15,565</u>
OPERATING INCOME	34,219	26,935	20,211
OTHER EXPENSE			
Interest expense	-	-	-
NET INCOME	<u>34,219</u>	<u>26,935</u>	<u>20,211</u>
OTHER COMPREHENSIVE LOSS			
Foreign currency translation adjustment	-	-	(272)
COMPREHENSIVE INCOME	<u><u>\$ 34,219</u></u>	<u><u>\$ 26,935</u></u>	<u><u>\$ 19,939</u></u>

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

WIZE COMPUTING ACADEMY FRANCHISING, LLC
STATEMENTS OF CHANGES IN MEMBER'S (DEFICIT)
YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

	<u>Member Contributions</u>	<u>Member Distributions</u>	<u>Accumulated Earnings</u>	<u>Total Member's (Deficit)</u>
BALANCE, DECEMBER 31, 2019	\$ 15,000	\$ (38,000)	\$ (5,124)	\$ (28,124)
Member distributions	-	(16,000)	-	(16,000)
Net income	-	-	20,211	20,211
Other comprehensive loss - translation adjustment	-	-	(272)	(272)
BALANCE, DECEMBER 31, 2020	<u>15,000</u>	<u>(54,000)</u>	<u>14,815</u>	<u>(24,185)</u>
Member distributions	-	(52,000)	-	(52,000)
Net income	-	-	26,935	26,935
BALANCE, DECEMBER 31, 2021	<u>15,000</u>	<u>(106,000)</u>	<u>41,750</u>	<u>(49,250)</u>
Member distributions	-	(135,485)	-	(135,485)
Net income	-	-	34,219	34,219
BALANCE, DECEMBER 31, 2022	<u>\$ 15,000</u>	<u>\$ (241,485)</u>	<u>\$ 75,969</u>	<u>\$ (150,516)</u>

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

WIZE COMPUTING ACADEMY FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

	<u>2022</u>	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES			
Comprehensive income (loss)	\$ 34,219	\$ 26,935	\$ 19,939
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	859	938	937
Recognition of non-refundable deferred revenue	(30,506)	(21,055)	(18,632)
Change in assets and liabilities			
Accounts receivable	(4,236)	7,877	(669)
Accounts payable	(820)	820	(750)
Non-refundable deferred revenue	127,000	12,000	34,987
Net cash provided by operating activities	<u>126,516</u>	<u>27,515</u>	<u>35,812</u>
 LIABILITIES AND MEMBERS' EQUITY:			
Purchase of property and equipment	-	-	-
Net cash (used) in investing activities	<u>-</u>	<u>-</u>	<u>-</u>
 CASH FLOWS FROM FINANCING ACTIVITIES			
Member contributions			
Member distributions	(135,485)	(52,000)	(16,000)
Net cash (used) provided by financing activities	<u>(135,485)</u>	<u>(52,000)</u>	<u>(16,000)</u>
 NET INCREASE IN CASH	(8,969)	(24,485)	19,812
 CASH, beginning of period	<u>45,285</u>	<u>69,770</u>	<u>49,958</u>
 CASH, end of year	<u><u>\$ 36,316</u></u>	<u><u>\$ 45,285</u></u>	<u><u>\$ 69,770</u></u>
 SUPPLEMENTAL DISCLOSURES			
Cash paid for interest	\$ -	\$ -	\$ -
Cash paid for taxes	\$ -	\$ -	\$ -

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

WIZE COMPUTING ACADEMY FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Wize Computing Academy Franchising, LLC (“the Company”) was formed on September 4, 2018, (Inception) in the State of Texas as a limited liability company. The Company grants franchises to qualified persons or business entities to operate a business teaching computer coding, robotics and related classes to children aged 4 to 16 years old. The franchise will market and operate under the name “Wize Computing Academy,” All activities are conducted in an exclusive territory.

The Company has one affiliate. Nivika, LLC d/b/a Wize Computing Academy, Texas Limited Liability Company and operates our prototype operation. The trademark “Wize Computing Academy” is owned by the Company’s affiliate which has granted the Company exclusive rights to use the trademark.

The following table summarizes the number of units owned and operating for the years and the period ended December 31:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Units in operation, beginning	11	11	6
Units opened	4	-	5
Units terminated or closed	-	-	-
Units in operation, ending	<u>15</u>	<u>11</u>	<u>11</u>
Franchised units	14	10	10
Affiliate owned units	1	1	1

COVID-19

In December 2019, a novel strain of coronavirus was reported in Wuhan, China. The World Health Organization has declared the outbreak to constitute a “Public Health Emergency of International Concern.” The COVID-19 outbreak is disrupting supply chains and affecting production and sales across a range of industries. The extent of the impact of COVID-19 on the Company’s operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on our customers, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain.

A summary of significant accounting policies follows:

Basis of Presentation

The accompanying financial statements have been prepared on an accrual basis in accordance with accounting principles generally accepted in the United States of America (“GAAP”).

WIZE COMPUTING ACADEMY FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

Preparation of the Company's financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Foreign Currency Exchange

The Company executes agreements for locations in Canada and is paid in Canadian dollars. The initial franchise fee is converted to US dollars on the date the agreement is executed. Differences between the amount recorded as a receivable and the amount received are reported as a foreign currency translation adjustment on the statement of operations. The foreign currency translation adjustment loss for the years ended December 31, 2022, 2021, and 2020 was \$0, \$0, and \$272.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company had no cash equivalents as of December 31, 2022, and 2021.

Accounts Receivable

Accounts receivable arise in the normal course of business through franchise sales and royalties earned. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. Management evaluates individual customers' receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off if deemed uncollectible and recoveries of accounts receivable previously written off are recorded as income when received. The Company did not have any allowance for doubtful accounts as of December 31, 2022, and 2021 and did not charge-off any accounts receivable during years ended December 31, 2022, 2021, and 2020.

Property and Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally three to seven years).

WIZE COMPUTING ACADEMY FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Intangible Assets

The Company has adopted ASC 350, Intangibles – Goodwill and Other that requires that goodwill and intangible assets with indefinite lives no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which it is expected to contribute directly or indirectly to future cash flows. Intangible assets with finite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable. The Company has no intangible assets as of December 31, 2022, and 2021.

Revenue Recognition

When a Wize Computing Academy franchise is sold, the Company has performance obligations to the franchisee. The Company identifies those performance obligations, determines the contract price for each performance obligation, allocates the transaction price to each performance obligation and recognizes that revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee. The Company has concluded that the remaining revenue represents a single performance obligation. The remaining revenue for each franchise agreement is recorded as non-refundable deferred revenue and is recognized over the term of the respective franchise agreement from the date the agreement is executed.

Revenues from continuing weekly royalties are 8% of total gross revenues on the first \$250,000 annually; 7% on the next \$250,000 and 6% on all gross revenues over \$500,000 annually. Royalties due are subject to a monthly minimum royalty beginning in the thirteenth month of \$600, increasing to \$800 beginning the twenty-fifth month and increasing to \$1,000 in the thirty-seventh month without regard to actual gross revenues. If the average monthly royalty paid during the preceding twelve (12) months exceeds the minimum royalty due by 10% or more, no minimum will be imposed for that month, regardless of the total gross revenue during the month. The royalties are billed monthly and are recognized as revenue by the Company when due and billed.

Brand Fund Contribution

The Company may establish a national advertising fund contribution to provide regional and national advertising for the benefit of the franchisees. The advertising fee is to be collected monthly and may be up to 2% of the total gross revenue. The Company is not currently collecting this fee.

Advertising Costs

The Company expenses advertising costs as incurred. Advertising expense for the year ended December 31, 2022, 2021, and 2020 were \$45,473, \$5,022, and \$5,508.

Fair Value of Financial Instruments

For the Company's financial instruments, which consist of cash and cash equivalents, the carrying amounts approximate fair value due to their short maturities.

WIZE COMPUTING ACADEMY FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The shareholder of the Company has elected to be taxed as a Partnership under the provisions of the Internal Revenue Code. Under those provisions, taxable income and losses of the Company are reported on the income tax returns of its members and no provisions for federal or state franchise taxes have been recorded on the accompanying balance sheet.

The Company adopted ASC 740-10-25-6 “Accounting for Uncertainty in Income Taxes”, that requires the Company to disclose uncertain tax positions. Under the standard an entity may only recognize or continue to recognize tax positions that meet a “more likely than not” threshold upon examination by taxing authorities. Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements or that would affect the Company’s members. The Company’s evaluation was performed for the years ended December 31, 2022, 2021, and 2020 for U.S. Federal Income Tax and for the State of Texas Franchise Tax.

Recently issued accounting pronouncements

The Company has adopted all recently issued Accounting Standards Updates (“ASU”). The adoption of the recently issued ASUs, including those not yet effective, is not anticipated to have a material effect on the financial position or results of operations of the Company.

NOTE 2 – CONTRACTS WITH CUSTOMERS

The Company has recorded a liability for unearned revenue associated with the Company’s franchise sales. The account balances and activity are as follows:

	December 31,	
	2022	2021
Non-refundable Deferred Franchise Fees:		
Balance Beginning of year	\$ 94,574	\$ 103,629
Deferral of non-refundable franchise fees	127,000	12,000
Recognition of non-refundable franchise fees	(30,506)	(21,055)
Balance at End of Year	<u>\$ 191,068</u>	<u>\$ 94,574</u>

NOTE 2 – CONTRACTS WITH CUSTOMERS (CONTINUED)

WIZE COMPUTING ACADEMY FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

Estimated Recognition of Non-refundable Deferred Franchise Fees and Franchise Acquisition Costs

Estimated revenues to be recognized in future periods related to non-refundable deferred franchise fees as reported at December 31, 2022, is as follows:

	<u>Non-refundable Franchise Fees</u>
Year ending December 31:	
2022	\$ 33,643
2023	25,817
2024	19,742
2025	19,742
2026	19,742
Thereafter	72,382
	<u>\$ 191,068</u>

Disaggregation of Revenues

Disaggregated revenues based on the satisfaction of performance obligations in the Company's contracts with franchisees for the years ending December 31, 2022, 2021, and 2020 is as follows:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Performance obligations satisfied at a point in time	\$ 846	\$ -	\$ -
Performance obligations satisfied through the passage of time	101,148	45,488	35,776
Total revenues	<u>\$ 101,994</u>	<u>\$ 45,488</u>	<u>\$ 35,776</u>

NOTE 3 – PROPERTY AND EQUIPMENT, NET

Property and equipment, net consist of the following:

	<u>December 31,</u>	<u>December 31,</u>
	<u>2022</u>	<u>2021</u>
Computers	\$ 2,812	\$ 2,812
Accumulated depreciation	(2,812)	(1,953)
	<u>\$ -</u>	<u>\$ 859</u>

Depreciation expense was \$859, \$938, and \$937 for the years ended December 31, 2022, 2021, and 2020.

WIZE COMPUTING ACADEMY FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 4 – COMMITMENTS AND CONTINGENCIES

Litigation

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 5 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through February 13, 2023, the date on which the financial statements were available to be issued.

EXHIBIT B TO THE FRANCHISE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

Arkansas	Phil Shellhammer Unit 1 3318 Thornbury Drive Springdale, AR 72764 952-210-4697 Territory: Benton County	(214) 415-0325 Territory: Little Elm, Richardson, Wylie, Murphy & Aubrey
	Phil Shellhammer Unit 2 3318 Thornbury Drive Springdale, AR 72764 952-210-4697 Territory: Washington County	Swetha Patalay 3204 Denali Dr Irving, TX 75063 940-257-5519 Territory: Surrounding Cities
Colorado	Dimple Patel 12229 S Eagle Hawk Trail Parker CO 80134 (515) 708-0433 Territory: Surrounding Cities	Texas Lekshmi Kiran 3641 Brewster Dr Plano, TX 75025 214-449-3999 Territory: Surrounding Cities
Florida	Gabriela Zamorano, 8701 Wiles Rd, Apt 105 Coral Springs, FL 33067 (954) 260-4238 Territory: Coral Springs and Parkland	Bhavik Patel 20110 Percheron Park Lane Tomball, TX, 77377 601-467-7520 Territory: Tomball, Cypress, & Parts of Houston
Pennsylvania	Dipika Sarkar 200 Coolidge Ln Downingtown, PA 19335 484-238-5543 Territory: Surrounding Cities	Ottawa, CA Lee Kachroo 2849 Gothwood Pl Ottawa K1T2V3 Canada 613-415-8844 Territory: Surrounding Cities
Texas	Divya Dornadula 813 Prescott Ln Coppell TX 75019 267-255-1679 Territory: Surrounding Cities	Lee Kachroo 2849 Gothwood Pl Ottawa K1T2V3 Canada 613-415-8844 Territory: East Ottawa
	Alpa Sharma & Sameer Kumar 11043 Thomasville Lane Frisco, TX 75033 804-683-8179 Territory: Frisco & Plano	Vancouver, CA Nikhil Naidu 11 Tamath Crescent Vancouver, V6N2C8 Canada 778-714-2266 Territory: South Vancouver & City of Richmond
	Peeyush Goyal 13367 Parnell Pl Frisco, TX 75035	

**EXHIBIT C TO THE FRANCHISE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS**

California

Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-1105
(213) 576-7500 and 1-866 275-2677

Hawaii

Department of Commerce & Consumer Affairs
335 Merchant Street
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Franchise Division
Office of Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Agent

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

Administrator

Securities Commissioner
Indiana Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

Maryland

Agent for Service of Process

Maryland Securities Commissioner
200 St. Paul Place, 20th Floor
Baltimore, Maryland 21202-2020
(410) 576-7044

Inquiries About Franchise Matters

Office of Attorney General
Division of Securities
200 St. Paul Place, 20th Floor
Baltimore, Maryland 21202-2020
(410) 576-7044

Michigan

Franchise Administrator
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Dept. Of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

Minnesota

Minnesota Dept. Of Commerce
85 Seventh Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

New York

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8211

Agent for Service of Process

New York Secretary of State
99 Washington Avenue
Albany, NY 12231
(518) 474-4752

North Dakota

Office of Securities Commissioner
Fifth Floor
600 East Boulevard
Bismarck, North Dakota 58505
(701) 224-4712

Rhode Island

Division of Securities
Suite 232
233 Richmond Street
Providence, Rhode Island 02903
(401) 277-3048

South Dakota

Division of Securities
445 East Capitol Avenue
Pierre, South Dakota 57501
(605) 773-4013

Virginia

Agent for Service of Process
Clerk of the State Corporation Commission of Virginia
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9733

Inquiries About Franchise Matters
Securities and Retail Franchising Division
State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

Washington

Department of Financial Institutions
Securities Division
P.O.Box 9033
Olympia, Washington 98507-9033
(206) 753-6928

Wisconsin

Securities & Franchise Registration
Wisconsin Securities Commission
P.O.Box 1768
Madison, Wisconsin 53701
(608) 266-8559

EXHIBIT D TO THE FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC AMENDMENTS

The following information supplements our Franchise Disclosure Document and supersedes any conflicting information contained in the main body of the Disclosure Document.

FOR RESIDENTS OF THE STATE OF CALIFORNIA

For franchisees in California, payment of initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business.

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

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

The franchise agreement calls for payment of interest on unpaid Royalty balances which may exceed maximum levels imposed by California law. The highest rate allowed in California at this time is 10% per annum.

The franchise agreement calls for payment of interest on unpaid Royalty balances which may exceed maximum levels imposed by California law. The highest rate allowed in California at this time is 10% per annum.

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

The Franchise Agreement states that late fees and interest will be charged when payments to the Franchisor are received past the agreed upon due date. These rates may exceed those permitted by California Law. The highest rate allowed in California at the date of this Disclosure Document is 10% per annum.

Neither the Franchisor, nor any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

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

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfp.ca.org.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

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.

Illinois State Law Appendix

The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois Law, ILCS 705/19 and 705/20.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act is void."

For Illinois franchisees, this Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Illinois, and any and all disputes between the parties shall be resolved within the state of Illinois, whether by mediation, arbitration or litigation.

BY EXECUTING THIS APPENDIX, THE PARTIES HERETO MAKE THIS APPENDIX A PART OF THE ACCOMPANYING FRANCHISE AGREEMENT, AND INCORPORATE THIS APPENDIX INTO THAT AGREEMENT.

_____ Franchisee	_____ Date	_____ Franchisor	_____ Date
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Minnesota State Law Appendix

Minn. Stat§ 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat § 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days for notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release. The provisions in the franchise agreement calling for such a release in connection with either a renewal or a transfer of the franchise agreement will not be enforced with respect to franchises governed by Minnesota law.

BY EXECUTING THIS APPENDIX, THE PARTIES HERETO MAKE THIS APPENDIX A PART OF THE ACCOMPANYING FRANCHISE AGREEMENT, AND INCORPORATE THIS APPENDIX INTO THAT AGREEMENT.

Washington State Law Appendix

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

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

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

EXHIBIT E TO THE FRANCHISE DISCLOSURE DOCUMENT

**FRANCHISE AGREEMENT
(WITH ADDENDA)**

WIZE COMPUTING ACADEMY FRANCHISING, LLC.

WIZE COMPUTING ACADEMY® FRANCHISING, LLC.
FRANCHISE AGREEMENT
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WIZE COMPUTING ACADEMY® FRANCHISING, LLC.
FRANCHISE AGREEMENT

AGREEMENT made this _____ day of _____, 202__ by and between Wize Computing Academy Franchising, LLC, a Texas Limited Liability Company, having its principal place of business at 513 Beacon Hill Drive, Coppell, TX 75019 (hereinafter referred to as "Franchisor") and

_____ of _____ in
the State of _____, (hereinafter referred to as "Franchisee").

WHEREAS, Franchisor has acquired experience, skills and knowledge with reference to the development, opening and operation of a business teaching computer coding, robotics and related STEAM (Science, Technology, Engineering, Art, and Math) classes to children aged 4 to 18 under the Wize Computing Academy logo; and

WHEREAS, our affiliate, Nivika, LLC, is the sole owner to the right, title and interest in and to the Service Mark, "**Wize Computing Academy®**," for which our affiliate, Nivika, LLC has received registration on the United States Patent and Trademark Office Principal Register on April 2, 2019, and it was assigned Registration Number 5713593. Nivika has granted Franchisor the exclusive license to use this mark in franchising.

WHEREAS, Franchisee desires to obtain from Franchisor a franchise to operate one "Wize Computing Academy" office, teach its classes online or on the premises of various hosts, such as preschools, elementary and middle schools, and enjoy the rights of an Exclusive Territory and in connection therewith to use the Trademark, to employ the Franchisor's approved lesson plans, curricula, class materials, business techniques, and systems, and to benefit from its experience and knowledge;

NOW, THEREFORE, the parties hereto, in consideration of their mutual promises herein contained, and for other good and valuable consideration acknowledged by them to be adequate, do hereby agree as follows:

1. APPOINTMENT

Franchisor hereby grants unto Franchisee and Franchisee hereby accepts the right, license and privilege to use and benefit from the Franchisor's techniques, skills, experience, knowledge, and the Proprietary Marks in the operation of one Wize Computing Academy under the conditions hereinafter set forth. Franchisor further grants to Franchisee the right to operate its school only within the Territory described in Addendum A. The term "franchise" as used herein shall mean either the right, license or privilege so granted hereunder, the school, or the business to be operated by the Franchisee, or all three, as the context would so dictate.

Franchisee acknowledges that it has no exclusive rights to use any of the Marks or any part of the franchised system anywhere other than within the franchisee's Exclusive Territory described herein, and Franchisor may license to others, or use the Marks itself, outside of the franchisee's Exclusive geographical territory in any manner it chooses, in its sole discretion.

B. Subject to availability, Franchisee may purchase additional franchises, at a rate of ninety percent

Initials

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(90%) of the rate being charged new franchisees at the time of its purchase, if Franchisee is in compliance with the terms of this agreement and any other agreements between the Franchisor and the Franchisee.

2. SITE SELECTION AND EXCLUSIVE TERRITORY

The Franchisee must operate this business from a residence or a commercial office accepted by the Franchisor in writing. The Franchisee is responsible for the business location meeting the requirements under applicable local business codes and that the site lies within the Franchisee's Exclusive Territory which is defined in Addendum A.

So long as Franchisee is in full compliance with this Agreement, Franchisor will not establish other franchises or company-owned schools marketing, offering online or on-site children's coding classes, or selling products under the Wize Computing Academy marks or under a different trade name or trademark in Franchisee's Exclusive Territory. Franchisor retains the right to sell the rights to use Wize Computing Academy's name for other uses in any area outside of franchisee's Exclusive Territory.

Franchisee is free to market Wize Computing Academy's coding lessons and related services only within the Exclusive Territory. In addition, Franchisee may not, unless in conjunction with other Wize Computing Academy Franchisees, advertise in internet, telephone, or similar directories that target areas outside of Franchisee's Exclusive Territory nor establish mailing addresses for Wize Computing Academy's school or make other representations to potential clients that would lead others to believe that Franchisee has facilities or authorization to operate outside of its Exclusive Territory.

3. INITIAL FRANCHISE FEE AND RELATED CHARGES

In consideration of the franchise and rights granted to Franchisee herein, Franchisee shall pay to Franchisor an Initial Franchise Fee of \$_____ for the rights to open a Wize Computing Academy business at a site within the Exclusive Territory as defined in Addendum A. Payment of this fee must be made in a lump sum when Franchisor signs this Agreement. The Fee shall be deemed earned and non-refundable upon payment.

4. OBLIGATIONS OF THE FRANCHISOR

Franchisor hereby agrees to do the following:

A. Training. Franchisor will conduct or arrange for the following training programs for Franchisee:

(i) "Wize Computing Academy University" This two to five day long program covers basic management and operation of a Wize Computing Academy franchise and is conducted at Franchisor's Headquarters in Coppel, Texas, at a suitable facility nearby, or online. Franchisor will also provide a one-day follow up class at Franchisee's location or Franchisor will conduct this class online within 30 days of the Franchisee's opening. Only Franchise Owner(s) and Franchise General Managers may attend this program. Franchise General Managers shall not function in such capacity without having successfully completed such training program within thirty (30) days of hire or engagement. "Franchise owner(s)" shall mean partners, principal shareholders, officers, members or proprietors of the Franchise, as the case may be, according to the type of franchise business organization. The training program must be successfully completed prior to commencement of the franchise business. Failure by Franchisee (or its designee) to successfully complete such program may result in termination of this Franchise Agreement and all rights granted to Franchisee hereunder shall inure to the benefit of Franchisor. Each Franchisee shall have the right to enroll two (2) people in this school at no additional charge. The fee for training more than two owners or managers is currently \$2,000 per

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attendee, but is subject to change.

The duration, location and content of the training programs are established by the Franchisor and may be modified, including any fees, in the sole discretion of the Franchisor. If Franchisee seeks to have additional managers trained in excess of the limits stated above, they must be approved by Franchisor and the applicable training fees must be paid in advance. Travel, accommodations, payroll, worker's compensation insurance and related expenses for all persons attending any of Franchisor's training courses shall be borne solely by Franchisee.

(ii) Advisory Service. Franchisor will provide a continuing advisory service which will include, but not be limited to, teaching techniques, hiring and training instructors, consultation on sales, marketing, operations, business or technical problems. Franchisor may offer additional training and establish prerequisites or qualifications for those seeking to enroll in any such additional training course. Franchisor may furnish Franchisee with certain training aids for Franchisee to provide basic training to Franchisee's personnel without charge.

(iii) If Franchisor deems it appropriate, it may provide a competency examination to test the knowledge and skills in any of the above areas of expertise. A candidate passing such examination will have all rights and privileges as those who have successfully completed the related training program.

B. Operations Material. Franchisor will make available, at no additional cost to Franchisee, its confidential Operations Manuals and training material together with any revisions or amendments thereto which may be made by Franchisor from time to time during the term of this Agreement. Franchisor will regularly review new services and products for Franchisee to deliver to its clients. When a minimum of fifteen (15) Franchises are in operation, Franchisor may hold an annual convention for all Franchisees to attend in order to gain additional knowledge in the industry. Franchisee may be charged a fee to attend said convention and will be responsible for travel and lodging expenses while attending such conferences.

C. Approved Services and Products. Any lesson plans, class outlines, training aids, products or materials that are used within the Franchisee's classes, camps or other learning venues, or sold to clients, must be approved by Franchisor, in writing, before use.

D. Site Selection. If Franchisee chooses to open its business from a commercial site, Franchisee shall be responsible for researching its local market to find one or more potential sites for its Wise Computing Academy office based on criteria as established by Franchisor. Franchisor will assist Franchisee in the site selection process and Franchisor reserves the sole right of final review and consent to any commercial location of the office and the lease for the property. Franchisee is responsible for researching local ordinances, zoning and building codes. Franchisor will use available demographic information to help Franchisee evaluate the site and the area in which it is located. In addition, Franchisor may withhold its consent if Franchisor feels that the costs, term, renewal terms and stipulations could be detrimental to Franchisee's success. Whether Franchisee chooses to operate from an owned property or rent from others, Franchisor will review details of the location as to suitability, and approve or disapprove the chosen site within 20 days of notification of Franchisee's preference. The ultimate decision of where to locate its business is the responsibility of Franchisee and the Franchisor may not be held liable for an inferior site. Franchisor's final review and consent to the location of Franchisee's business is not a guarantee that a Wise Computing Academy business can be successfully operated there or anywhere else.

E. Promotion. Subject to this Agreement, Franchisor agrees to provide advice and training in methods for advertising, selling, promoting and developing the franchised business. From time to time Franchisor may develop marketing materials and brochures to assist Franchisee in promoting its computer educational services. Samples of such materials will be given to Franchisee and additional quantities may be purchased from the

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Franchisor or other vendors. If Franchisor elects to establish an Advertising Fee, it will assist those charged with administering the Fee with developing advertising promotions and materials.

F. Website Customization. Franchisor will add Franchisee's contact information to Franchisor's website a minimum of 15 days prior to the date Franchisee opens for business. In addition, Franchisee's training will include the establishment of social media accounts that will meet with Franchisor's minimum standards. Franchisee is prohibited from establishing its own website utilizing the Wize Computing Academy mark nor may it establish social media accounts without Franchisor's written permission, which permission may be revoked by Franchisor at any time. Franchisee must comply with Franchisor's rules and requirements with respect to social media and will indemnify and defend Franchisor from and against any claims arising out of Franchisee's social media activity, whether approved by Franchisor or not.

5. OBLIGATIONS OF THE FRANCHISEE

A. Training. Pursuant to Sections 4A, Franchisee agrees to attend and cause its designated General Management employee(s) to attend and successfully complete the training programs referred to in Section 4A, in accordance with all of the terms and conditions set forth therein.

B. Development of the Franchise, Commencement and Continuity of Operation. Franchisee agrees to complete its initial training and open its business within 90 days from the date this Franchise Agreement is signed. Should Franchisee be unable to meet this deadline, Franchisor may grant a 90-day extension if Franchisee submits a written request and includes an explanation of its diligent efforts to complete training and open the business.

Franchisee agrees at its expense, to do or cause to be done the following within 90 days following the Effective Date of this Agreement:

- i. If Franchisee chooses to operate from commercial space, it must deliver to Franchisor for review and approval a completed site approval request form for the site and other materials and information as specified in the Operations Manual. Approval of a site that meets the criteria for demographic characteristics, character of the neighborhood, and nature of other businesses, and the site's size, appearance, and other physical characteristics will not be unreasonably withheld;
- ii. Deliver the proposed lease with landlord's acceptance of Collateral Assignment of Lease (Addendum F) and other requirements as contained in the Operations Manual for Franchisor's written approval prior to entering into a lease for the site;
- iii. Secure all financing required to develop and operate the business;
- iv. Obtain all necessary insurance as outlined in Section 5 (I);
- v. Obtain all permits and licenses required to construct and operate the business;
- vi. Construct, or have constructed, all required improvements to the site and decorate the business in compliance with our approved plans and specifications;
- vii. Purchase or lease and install all required equipment, fixtures, and furnishings according to the Confidential Operations Manuals;
- viii. Purchase or lease and install the approved management software system;

Initials

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- ix. Purchase an opening inventory of required, authorized, and approved lesson plans, products, materials and supplies;
- x. Obtain a certificate of occupancy from the city/county/state, as required by Franchisee's jurisdiction;
- xi. Open the Franchised business, commence operations and continuously operate the franchised business as outlined in Section 5B.

It is Franchisee's responsibility to prepare all required construction plans and specifications for the business only in accordance with our approved plans and specifications, and to make sure that these plans and specifications comply with the Americans with Disabilities Act (the "ADA") and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. Franchisee must send Franchisor initial space plans for approval as well as all revised plans and specifications, including any additions or substitutions, for Franchisor's review and written approval. Franchisee may not begin construction of its office without written approval from Franchisor. Franchisor will not assess compliance with federal, state or local laws and regulations. Compliance with those laws is the Franchisee's responsibility. Any changes that Franchisee makes to the space plans, architectural drawings, construction plans or specifications to comply with applicable laws must be provided to Franchisor for review and written approval.

Once business operations commence, whether from a home office or an office in commercial space, Franchisee agrees to ensure that its phones are answered, either by an employee or electronically during normal business hours. Further, the owner(s) of the Franchise agree(s) to personally supervise the franchise business and devote a minimum of 40 hours per week in management of the business. The business must be directly supervised, on a day-to-day basis, by the Franchise owner(s) or to have a General Manager devote his or her full time and efforts to the promotion of the success of the franchise. In such latter event, such General Manager must have completed successfully the training courses described in Section 4A.

Unless otherwise specifically approved by Franchisor, the franchise shall be open for business at such times and for the minimum number of hours specified in the Confidential Operations Manual and Franchisee shall at all times staff the business with the appropriate number of employees to operate the business successfully.

Franchisee agrees to notify Franchisor 10 days in advance of any planned closings of the business and within 24 hours of the start of any emergency closings. Failure to communicate reasons and duration for closings may cause the Franchise to be deemed abandoned and suitable remedies may be commenced by Franchisor. In all circumstances, Franchisee agrees to make every reasonable effort to ensure that the Franchise's phones are answered, any scheduled classes are taught, if possible, and inquiries of clients and prospects are handled promptly with a lapse of no more than one business day.

C. Proprietary Marks.

(i) Franchisee agrees to use the Proprietary Marks so licensed only in accordance with the terms of this Agreement. Franchisee agrees that during the term of this Agreement, and thereafter, Franchisee shall not, directly nor indirectly, contest the validity of ownership by Franchisor of the Proprietary Marks so licensed hereunder.

(ii) Franchisor acknowledges its obligation to police the use of the Proprietary Marks and agrees to do so. Franchisee agrees to promptly notify Franchisor of any litigation instituted by any person, firm, legal entity or governmental agency against Franchisee, concerning the use of the Proprietary Marks. The Franchisor

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will protect Franchisee's right to use the Proprietary Marks and will defend Franchisee from any claims arising out of Franchisee's proper use of the Proprietary Marks. Franchisee agrees to execute, subject to the reasonable approval of counsel for Franchisee, any and all documents and do such acts and things as may, in the opinion of counsel for Franchisor, be necessary to carry out such defense or prosecution, either in the name of Franchisor or in the name of Franchisee, as Franchisor shall, in its sole discretion, determine.

(iii) Franchisee shall not use the Proprietary Marks or any part or form thereof as part of its corporate, partnership, or other business name. Franchisee agrees to obtain the written approval of Franchisor for said name before opening its franchise business and before commencing operations. Franchisee agrees not to use the Proprietary Marks in entering into any agreement or contract of any description, or in incurring any obligation, it being understood that Franchisee is only to use its corporate, partnership or proprietorship name for this purpose. Nothing herein contained shall prevent Franchisee from identifying itself as a Wize Computing Academy franchisee as specified in Franchisor's Confidential Operating Manuals. The use of the Franchisor's Proprietary Marks for operating its Wize Computing Academy school, for Internet promotion, for signs, business cards and stationery is exemplified in the Franchisor's Operations Manual and Franchisee agrees in so using said Marks to follow exactly the examples and format as set forth in the manuals or in any like materials provided by Franchisor.

(iv) Franchisee agrees to operate, advertise and promote the franchised business under the Proprietary Marks and to carry out its business under said Proprietary Marks in accordance with operational standards established by Franchisor as set forth in the Confidential Operating Manuals or other documents. Franchisee agrees to promote the mark "Wize Computing Academy" and others instituted from time to time, in all publications, printing, signs, electronic media and visual images by reproducing said name at least two point sizes larger than any listing of its corporate, partnership, or proprietorship name. Franchisee further agrees to use no type style, color combination nor other graphic device to cause its business name, or any other name or design, to gain dominance over the "Wize Computing Academy" name or any Proprietary Marks utilized.

(v) Franchisee agrees to allow Franchisor, in the sole discretion of Franchisor, to enter and inspect the Franchisee's premises, and to observe the manner in which Franchisee is operating its Wize Computing Academy business and providing services to its clientele, it being understood that such rights are important to Franchisor to preserve the integrity of its Proprietary Marks and to make certain that the Franchisee is properly using said Proprietary Marks in the operation of its business.

(vi) Franchisee understands and acknowledges that each and every detail of the Wize Computing Academy system is important to Franchisor, to Franchisee, and to other licensed Franchisees. In order to develop and maintain uniformity of services, products, and applications, and therefore, to enhance the reputation, trade demand and goodwill of all Wize Computing Academy Franchisees, Franchisee accordingly covenants:

(a) to advertise and promote his/her franchise under the name "Wize Computing Academy" or subsequent operating names as instructed by Franchisor's Operations Manuals, except where otherwise required by law;

(b) to adopt and use the Proprietary Marks licensed hereunder solely in the manner prescribed by Franchisor; and

(c) to carry out its business under said Proprietary Marks in accordance with operational standards established by Franchisor, and as set forth in the confidential operating manuals and/or other documents;

(d) to use the Marks on the Internet, and in domain names for the Internet, only under the

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listings established by Wize Computing Academy as described in the confidential operating manuals and/or other documents.

(vii) Franchisee acknowledges that valuable goodwill is attached to Franchisor's trademarks, service marks, trade names, and/or copyrights and that it will use them only in the manner and to the extent specifically licensed by this Agreement.

D. Operations.

(i) Franchisee agrees to conduct its franchise in accordance with Franchisor's Confidential Operating Manuals as the same may be revised from time to time. Franchisee further agrees to treat at all times the contents of said manuals as confidential and to reproduce or copy parts thereof only as instructed therein or as otherwise approved by Franchisor. Franchisee and Franchise Owner(s) shall not at any time, either during the term of this Agreement or thereafter, disclose, copy, duplicate, record or otherwise reproduce, in whole or in part, or otherwise make available, any portion of said manuals or confidential information to any unauthorized person or entity. All employees shall execute a Non-Disclosure Agreement similar to that attached as Addendum B, the Sample Non-Disclosure and Non-Competition Provisions for General Managers.

(ii) Franchisee acknowledges that said manuals shall at all times remain the sole property of Franchisor, and Franchisee agrees to promptly deliver, neither expecting nor demanding any fees, said manuals and training materials of Franchisor to Franchisor or its designee upon the expiration or other termination of this Agreement.

E. Standards of Quality.

(i) Franchisee agrees to market, sell and deliver in its local marketplace, classes teaching computer coding, robotics and related technical information to children aged 4 to 18 years old under the Wize Computing Academy name. Where required by Franchisor, Franchisee must buy lesson plans, course outlines, equipment, supplies and inventory from Franchisor, its affiliates, or designated sources. Franchisee agrees not to conduct any other business or activity utilizing the same location, equipment, or personnel.

(ii) Franchisee is required to maintain the focus of the franchised business by only offering classes and services as listed in Franchisor's Operations Manuals. Franchisee is required to purchase business cards, stationery, brochures or similar items from Franchisor's designated supplier in order to ensure the quality of such items with standards and specifications therefor of Franchisor.

F. Modification.

Franchisee agrees to operate its franchise using Franchisor's Proprietary Marks, copyrighted materials, and business techniques as existing upon execution of this Agreement. Franchisor may reasonably modify same during the term of this Agreement.

Any changes or modifications to be made to the franchised business as a result of any such modification or development of any of the Proprietary Marks, copyrighted materials, products, equipment or techniques shall be made by Franchisee within two (2) months time after their modification or development at the Franchisee's expense. If Franchisee must modify or discontinue the use of a trademark as a result of changes made by the Franchisor, Franchisor will reimburse Franchisee for its tangible costs of such changes that exceed \$5,000. Any such reimbursed expenses must be pre-approved by the Franchisor.

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G. Advertising.

(i) Franchisee agrees to submit to Franchisor for its prior written approval all sales promotion materials and advertising to be used by Franchisee to promote its services and products, including, but not limited to internet, social media, newspaper, newsletter, apparel, email promotion, text messages, posters, direct mail, radio and television advertising, specialty and novelty items, stationery and business cards. However, any advertising need not be submitted for the Franchisor's approval if it is prepared in accordance with the Confidential Operations Manuals. Unless written disapproval of said advertising and promotional material is received by Franchisee from Franchisor within 15 days from the date such material is submitted to and received by Franchisor, said material shall be considered approved.

(ii) Franchisee agrees to use the Proprietary Marks in advertising in accordance with the terms of the confidential operating manuals of Franchisor. Examples of advertising contained in such manuals are deemed approved unless otherwise stated in writing by Franchisor.

(iii) Franchisee agrees to execute Franchisor's Grand Opening Advertising program as described in Franchisor's Operations Manuals.

H. Accounting and Records.

(i) Franchisee agrees to maintain and preserve during the term of the franchise (and for three years thereafter) full, complete and accurate books of account, bank statements, and records of all transactions including receipts, expenses, capital expenses and investments. Franchisee shall submit to Franchisor periodic reports on forms in the manner and at the times specified herein. The required reports for submission as of the date of this Agreement are as follows:

REPORT	TIME TO SUBMIT
Royalty Report and Corresponding Bank Statement	On or before the tenth day of the month following the month in which receipts were collected
Advertising Fee Report (when in effect)	On or before the tenth day of the following month
Online Access to Accounting and Business Management Software	24/7 through Internet Access to your software and computer databases
Monthly Profit and Loss Statement, and Balance Sheet	On or before the 20 th of the following month
Annual Profit & Loss Statement, Balance Sheet, and Tax Returns of the Franchised Business	On or before the 90 th day following Franchisee's Fiscal Year End

(ii) All records, ledgers and other documents of the franchised business shall be made available for audit or inspection by Franchisor (or its designee) during normal business hours upon reasonable notice by Franchisor or its designee. If Franchisee fails or refuses to permit such an audit or inspection, Franchisee agrees to pay Franchisor its expenses incurred in connection with such attempted inspection or audit.

(iii) Franchisor may cause an audit to be conducted on the books and records of Franchisee by a

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qualified party chosen by Franchisor. If the audit was performed due to the Franchisee's failure to report total gross receipts or provide other reports or tax returns as required above or if the audit establishes that Franchisee understated total gross receipts (as defined in Section 6A) to Franchisor for any period by more than three per cent (3%) of the amount of actual total gross receipts, Franchisee shall pay for the cost of the audit, and shall pay as liquidated damages a sum equal to 15% of the additional Royalty Fees due for the period so audited. Any unpaid royalties revealed by such an audit shall bear interest at a rate of 18% per annum from the date payment was due (or the highest interest rate allowed by local jurisdiction, if lower). Payments for such fees, including the unpaid royalty, must be received by Franchisor within three (3) days of the date that Franchisee receives written notice that such payments are due to avoid further penalties, interest and possible termination. Franchisee shall maintain the funds, books and records of the franchised business separate from and independent of all other funds, business and personal records of Franchisee and franchise owner(s). If there is any commingling of such funds or books and records, then Franchisor's rights of audit and inspection granted hereunder also shall apply to such other business and personal records (including banking and financial information) of Franchisee and franchise owner(s).

I. Insurance.

Franchisee, at Franchisee's sole expense, agrees to maintain adequate insurance and indemnity coverage throughout the term of this agreement and any extension thereof with an insurance carrier having an A VIII or better rating with the Alfred M. Best & Company, Inc rating agency. Franchisee acknowledges that this requirement shall in no way be construed as making Franchisee the agent of Franchisor. Franchisee agrees to provide the following coverages (insurance limits specified are minimum recommended limits and are subject to change from time to time) and in connection therewith to identify the Franchisor as a named insured to the extent of its interest:

1. Comprehensive blanket general public liability insurance, including product liability insurance, sexual harassment, and molestation coverage, to be maintained against claims for personal injury, death or property damage suffered by others upon, in or about any premises where Franchisee provides classes or other services or occurring as a result of the maintenance or operation of any automobiles or other vehicles, owned, hired and non-owned, or as a result of the use of any equipment used or products sold by it or services rendered by it or any claims arising out of the Business pursuant to this Agreement or the operation of a Wize Computing Academy business with a single bodily injury and property damage limit of at least \$1,000,000, per occurrence and \$2,000,000 in the aggregate;
2. Coverage for fire, vandalism, theft, burglary liability with limits of not less than ninety percent (90%) of the replacement value of Franchisee's leasehold improvements, furniture, fixtures, equipment, and inventory.
3. Workers' compensation insurance coverage (when required) offering Benefits per State requirements for injured Employees; and Employers Liability Limit of \$100,000 per Injury, \$500,000 Policy Limit and \$100,000 Per Employee;
4. Automobile liability for owned, leased, hired and non-owned vehicles with recommended limits of at least \$1,000,000 combined single limit per state Medical/Personal Injury Protection and \$1,000,000 Uninsured/Underinsured Motorist;
5. Any and all bonds required by state law.

While not mandatory, Franchisor strongly suggests that Franchisee evaluates the protection provided by coverage for child abuse and molestation and business interruption insurance.

Prior to the opening of the franchise business, Franchisee shall deliver to Franchisor certificates or

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policies evidencing that such insurance is in full force and effect, and each year during the term of this Agreement, upon Franchisor's request, Franchisee shall furnish to Franchisor premium receipts or other satisfactory evidence that such policies have continued in effect. Should Franchisee fail to maintain the required insurance, or furnish proof thereof, the Franchisor has the option to obtain such insurance for the Franchisee at the sole cost of the Franchisee. Franchisee shall promptly notify Franchisor of any and all claims under said policies of insurance against Franchisee, Franchisor and/or employees or agents of either.

J. Taxes, Payments and Compliance with Law.

(i) Franchisee shall promptly pay when due all taxes and assessments in connection with Franchisee's business, its premises, and equipment; shall cause to be immediately discharged all liens or encumbrances of every kind or character created or placed upon or against any of said property other than in the normal course of business; and shall pay when due all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of said Franchise. Franchisee is not obligated to make payments hereunder if Franchisee is legitimately contesting such taxes, assessments, liens, encumbrances, accounts or indebtedness; however, Franchisee shall promptly pay such items once they do become finally uncontested and determined.

(ii) Franchisee shall comply with all applicable federal, state and local laws and regulations, and shall obtain and maintain on a timely basis any and all permits, certificates, bonds, or licenses necessary for the full and proper conduct of its franchise. This shall include, but not be limited to, any business, or other licenses required by the laws of any applicable jurisdiction.

K. Maintenance, Repairs, and Refurbishment

(i) Franchisee must maintain the interior and exterior of Franchisee's commercial premises, equipment, fixtures, signs and furnishings in conformity with the then current standards for each as described in the Operations Manuals and Franchisee must make repairs and replacements as may be required by Franchisor. All such repairs and changes must be commenced by Franchisee within sixty (60) days after notice from Franchisor and proceed with due diligence until complete.

In addition, Franchisee must agree:

a. to keep any commercial facility in a high degree of repair, order and condition, including, without limitation, such periodic repainting of the exterior and interior of the business, and perform such maintenance and repairs to all equipment, fixtures, furnishings, uniforms, and signs as Franchisor may reasonably request;

b. to meet and maintain at all times at least the minimum governmental standards and rating applicable to the operation of the office;

c. to cause its employees to wear apparel which conforms to the specifications, design, color and style approved by Franchisor from time to time; and

d. to assure that all vehicles used in the course of business shall be in good repair, shall at least meet minimum governmental standards for safety if owned or leased by Franchisee, and shall be operated solely by persons who are properly licensed to operate such vehicles, and who shall obey all traffic laws and otherwise operate such vehicles in a safe manner.

(ii) Franchisee must refurbish any commercial facility in order to maintain a modern and uniform image throughout Franchisee's Wise Computing Academy business. After Franchise has been open for five years, and on each five year anniversary thereafter, Franchisee must remodel or refurbish a commercial office, its

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equipment, decor, signage, and furnishings and bring said unit into compliance with then current standards for new Wise Computing Academy facilities. Franchisee must complete such remodeling, repairs, replacements and redecoration within four months from the date refurbishment notice is forwarded to Franchisee by Franchisor. If Franchisee fails to meet this deadline, Franchisor will have the right to engage contractors or vendors to make these changes and bill Franchisee for Franchisor's work plus a fifteen percent (15%) management fee for overseeing the process.

L. Lease Assignment.

(i) Upon the expiration or the termination of this Franchise Agreement for any reason, Franchisor shall have the right and option to take an assignment of any lease on commercial facilities of the franchised business of Franchisee herein, without compensation to Franchisee. (See Addendum F: Collateral Assignment of Lease) Franchisor shall also have the right, under those circumstances, to purchase some or all of the equipment and other personal property located at the office or elsewhere, as provided in Paragraph 10 of this Franchise Agreement.

(ii) Any commercial lease entered into by Franchisee for a site to operate its business must contain provisions which provide that the landlord agrees to furnish Franchisor with any and all written notices of default concurrently with the giving of such notice to Franchisee and that Franchisor shall have the right (but not the obligation) to cure any said default according to the terms of the lease, and that the lease may be assigned to Franchisor or its designee and that landlord will consent to such assignment without imposing any assignment or transfer fee upon termination or expiration of this agreement or any breach of the lease by the Franchisee.

M. Management Information Systems.

Franchisee shall install, update, maintain, pay for, and use exclusively for all operations in the Franchise Business those information and management systems specified from time to time by Franchisor. Franchisee acknowledges and agrees that Franchisor owns any and all client lists and their contents that Franchisee may develop during the normal course of operating the Franchised Business. Franchisee promises to keep an up-to-date list of all active and inactive clients in the Wise management software solution, including each client's name, telephone number, email address, complete postal address, list of classes in which student was enrolled, last date enrolled and price paid for each class. From time to time, Franchisor may request, and Franchisee agrees to make available to Franchisor, within 3 business days an electronic copy, or one in a form approved by Franchisor, a copy of the complete database, including a complete list of active and inactive clients (from the prior three years), including their name, telephone number, email address, complete postal address, last date enrolled, and price of service, and other information concerning the clients as requested, which Franchisor may access without limitation. Franchisee promises not to use any client list for any purpose other than in the normal operation of the Franchised Business without prior written approval of Franchisor, and Franchisee may not sell that list or any information regarding clients to any third party without the express prior consent of the Franchisor. Franchisor agrees to not make the client list available to any third or related party, except only those agents of Franchisor acting in an audit capacity as provided for in Section 5H of this Agreement or to confirm clients' satisfaction with the services rendered by Franchisee. Franchisee's database is considered to be jointly owned by Franchisee and Franchisor during the term of this Agreement but becomes solely owned by Franchisor upon the termination or expiration of said Agreement. Franchisor reserves the right to communicate with people on the client list.

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N. Information Security.

Franchisee must implement all administrative, physical and technical safeguards necessary to protect any information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, credit card information, government-issued identification numbers and credit report information (“Personal Information”) in accordance with applicable law and industry best practices. It is entirely Franchisee’s responsibility (even if Franchisor provides Franchisee assistance or guidance in that regard) to confirm that the safeguards Franchisee uses to protect Personal Information comply with all applicable laws and industry best practices related to the collection, access, use, storage, disposal and disclosure of Personal Information. If Franchisee becomes aware of a suspected or actual breach of security or unauthorized access involving Personal Information, Franchisee will notify Franchisor immediately and specify the extent to which Personal Information was compromised and disclosed. Franchisee shall indemnify, defend and hold the Franchisor harmless from any claims arising from the breach of security or unauthorized access involving Personal Information of the Franchisee.

O. Public Notification.

In all advertising displays and materials and at the Premises, Franchisee shall, in such form and manner as may be specified in the Confidential Operations Manual, notify the public that Franchisee independently owns and operates the Franchise Business, and that Franchisee is operating the business licensed hereunder as a franchisee of Franchisor, as an independent contractor, and not as an agent, representative or employee of Franchisor, and shall identify its business location in the manner specified in the Confidential Operations Manual. Franchisee shall otherwise take such action as may be necessary to hold itself out to the public as an independent contractor. Further, at the request of Franchisor, the Franchisee shall display, or otherwise make available literature provided by Franchisor relating to the availability of Wize Computing Academy franchises as supplied by Franchisor and at such location(s) as directed by the Franchisor from time to time.

P. Telephone Number and Related Items.

Franchisee shall execute and deliver to Franchisor a form of assignment of telephone numbers and listings required by the applicable local or other telephone company(s) or such other form of assignment as Franchisor shall prescribe (the “Assignment of Telephone Numbers and Listings”) prior to the commencement of use of such number(s). See Addendum G. Franchisee acknowledges and agrees that the telephone company and all listing services may accept this Agreement or the Assignment of Telephone Numbers and Listings as conclusive evidence of Franchisor’s exclusive right in such telephone numbers and listings and its authority to direct their transfer. Franchisee shall be solely responsible for all fees, charges and costs attributable to the Telephone Numbers and Listings until such time, if any, as Franchisor effectuates the Assignment of Telephone Numbers and Listings pursuant to Franchisee’s Post Term Obligations.

Franchisee shall immediately notify the telephone company providing service to the Franchisee and all telephone directory publishers of the termination or expiration of Franchisee’s right to use any telephone number and any regular, classified or other telephone directory listings associated with any Mark, and to authorize transfer thereof to Franchisor at its direction. Franchisee acknowledges that, as between it and Franchisor, Franchisor has the sole rights to and interest in all telephone numbers and directory and internet listings associated with the Mark. Franchisee authorizes Franchisor, and hereby appoints Franchisor and any of its officers as Franchisee’s attorney in fact, to direct the telephone company providing service to the Franchisee and all telephone directory publishers to transfer any telephone numbers and directory listings to Franchisor at its direction, should Franchisee fail or refuse to do so. The telephone company providing such service and all telephone directory publishers may accept such direction of this Agreement as conclusive proof of Franchisor’s exclusive rights in such telephone numbers and directory and internet listings and Franchisor’s authority to

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direct their transfer.

Franchisee shall not authorize or allow calls made to the above referenced telephone numbers to be transferred or redirected to any other number, or directory inquiries regarding numbers of the Franchise Business to be referred to any other Business.

6. FEES

In addition to fees specified in other sections of this Agreement, the Franchisee shall be responsible for the payment of the following fees, under the terms and conditions hereinafter set forth:

A. Royalty Fee.

Franchisee shall pay to Franchisor a Royalty Fee, equal to Eight Percent (8%) of the first \$250,000 of Total Gross Receipts derived from the franchised business annually; Seven Percent (7%) of the next \$250,000 of Gross Receipts (\$250,001 up to \$500,000); and Six Percent (6%) of Total Gross Receipts exceeding \$500,000 in any calendar year.

Beginning in the thirteenth (13th) month of Franchisee's operations, a minimum monthly Royalty of \$600 will be due, regardless of actual Total Gross Receipts. Starting in the twenty-fifth (25th) month of Franchisee's operations, the minimum monthly Royalty due will be \$800, regardless of actual receipts. Starting in the thirty-sixth (36th) month of Franchisee's operations, and continuing until the expiration or termination of this agreement or any extensions thereof, the minimum monthly Royalty due will be \$1,000, regardless of actual receipts. Calculation of these break points will be prorated for Franchisee's first year of operations.

The term "Total Gross Receipts" shall mean the total amount of all revenues paid to the Franchisee, its agents and its employees or directly to Franchisor, on Franchisee's behalf, from the sale of all services or products under Wize Computing Academy's mark, and from any other sources of revenue derived from the operation of the franchised business. If a payment or fee is received in the form of merchandise or services, the fair market value of the merchandise or services shall be used in determining the Royalty Fee, and payment shall be made to Franchisor in cash accordingly. The term "Total Gross Receipts" shall exclude any sales taxes that may be levied.

(i) Payment of the Royalty Fee shall be made to the Franchisor monthly by the tenth day of the month following the month in which the revenues were received. If payment is not made to Franchisor within 7 days of its due date, a Late Payment Fee of \$100 will be due Franchisor. If payment of the Royalty is not received within 30 days of the due date, Franchisor may charge an additional 12% annual interest on the unpaid balance. Franchisee shall make arrangements with its banking institution to permit Franchisor to debit Franchisee's banking account based on Franchisee's monthly Royalty Report (a summary of revenues collected) and its corresponding bank statement that shall be submitted electronically, by email or fax, as specified from time to time by Franchisor. (See Addendum F: Current Bank Authorization Form.)

B. Advertising Fee

The Franchisor reserves the right to require the Franchisee to pay up to two percent (2%) of Total Gross Receipts monthly as an Advertising Fee that will be collected by Franchisor and used to promote Wize Computing Academy's name regionally and nationally, with the exact amount to be specified by the Franchisor. Franchisor agrees not to collect Advertising Fees until a minimum of fifteen (15) Franchises are open for business and Franchisor will give 60 days written notice before implementation and collection of fees. When instituted, the Advertising Fee must be paid in the same manner as the royalties. The Franchisor will

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spend these monies on national, regional, or local media, or to develop advertising media for use in local markets or other marketing techniques or programs designed to promote the sales of Wize Computing Academy Franchisees' services and products to the public. These fees may also be expended by Franchisor for market research and development, test or target marketing, creative and production costs, public relations, the conducting of surveys, reimbursement to Franchisor for reasonable accounting, administrative, and legal expenses associated with the Advertising Fee, or for other purposes deemed appropriate to enhance, promote and defend the Franchisor's trademarks. Franchisor will make available to Franchisee annual reports of payments made from the Advertising Fee Account and will solicit commentary regarding future expenditures. The Franchisor's employees will manage the Ad Fee Account whose sole duty will be to budget and spend monies in the Account in ways that it deems appropriate after receiving guidance from a committee of Franchise Owners and the Franchisor. Franchisor will not co-mingle Advertising Fees with other funds or accounts.

At such time, if ever, that an Advertising Fee is implemented, Franchisor and its affiliates will contribute two percent (2%) of their Total Gross Receipts (or any lower system-wide rate which is identical to that paid by franchisees) of their Wize Computing Academy operating businesses to the Advertising Fee Account.

Franchisee also agrees to advertise in its Exclusive Territory, using the Franchisor's Service Mark and Logo, and using advertising copy approved by the Franchisor. Franchisee agrees to utilize Franchisor's Grand Opening Promotion program to launch the business during its first 90 days of operation. Franchisor estimates the cost of this program to be between \$500 and \$2,500. Franchisor and Franchisee will agree to the extent of investment in that program during Franchisee's initial training based on the size of the territory, its demographics, the amount of competition, and the goals of Franchisee's owner(s). The Franchisee agrees to spend a minimum of two per cent (2%) of Total Gross Receipts on such local advertising. The Franchisee agrees to make reports as the Franchisor may require to verify such expenditures within 10 days from the end of each month for the preceding month. Franchisor reserves the right to require Franchisee to join a local advertising cooperative, if one is established in Franchisee's area, and any amount contributed by Franchisee to the cooperative will apply toward the 2% local advertising requirement.

7. INDEPENDENT CONTRACTOR

A. It is agreed that, for all purposes, Franchisee shall be considered an independent contractor, and not an employee, agent, legal representative, joint venturer, partner or servant of Franchisor. Franchisee shall not make any contract, agreement, warranty, or representation on behalf of Franchisor nor as Wize Computing Academy, nor bind Franchisor to any obligation, nor hold itself out as an agent of Franchisor and shall effectively communicate to third parties, Franchisee's individual, corporate or business name and status, in addition to the fact that Franchisee is a licensee of Franchisor. Franchisee is solely responsible for its own hiring and employment practices and agrees to follow all National, State and Local laws and ordinances. The Parties agree that the Franchisor is not a joint employer of the employees of the Franchisee.

B. Franchisee shall indemnify, defend and hold Franchisor harmless from and against any and all claims of any sort whatsoever, arising in any way out of Franchisee's ownership and operation of the Franchised Business.

8. TERM

A. This Agreement shall be effective and binding from the date of its execution. The term of this franchise shall expire ten (10) years from such date.

B. At the end of said term, Franchisee may renew this Agreement for additional ten (10) year terms so long as the following conditions are satisfied:

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1. Franchisee has complied substantially with its obligations hereunder during the term and is then in compliance with such obligations at time of giving notice and at time of renewal;

2. Franchisee has given Franchisor written notice of its election to renew at least ninety (90) but not more than one hundred eighty (180) days prior to expiration of the initial term;

3. The Franchisee signs the new Franchise Agreement then in effect, such other companion agreements as the Franchisor then requires of all Franchisees and the Franchisee signs a general release of the Franchisor from all claims;

4. A renewal fee of ten percent (10%) of the Initial Franchise Fee being charged new franchisees for a comparable territory at the time of the renewal shall be paid to the Franchisor at least 30 days before expiration of this agreement. No new initial franchise fee will be charged to Franchisee upon such renewal or renewals.

5. The business operated by Franchisee, in addition to all equipment, decor, signage, and furnishings must be brought into compliance with then current standards for new Wize Computing Academy schools.

Upon renewal and execution of a new Franchise Agreement, royalties, advertising fees or other fees and charges will be based on the then current charges of the Franchisor under Franchise Agreements then being granted. Franchisee's Exclusive Territory will remain the same. Franchisor is not restricted in its right to change other significant provisions of the previously existing Franchise Agreement, other agreements or documents.

9. TERMINATION AND DEFAULT

A. Franchisee may not terminate this Agreement during its term but may decline to renew the Agreement at the end of any 10 year term.

B. Franchisor has the right to cancel, terminate, or refuse to renew this Agreement for the following reasons (in addition to other rights and remedies it may have) without any refund of any portion of the Franchise Fee:

1. If Franchisee fails, refuses, or neglects promptly to pay to Franchisor any money owing to Franchisor on the date due.

2. If Franchisee fails to submit required reports or financial data in a timely manner.

3. If Franchisee defaults in the performance under this Franchise Agreement, a loan, open account billing, contract assignment, or under any other Agreement with, or obligation to, Franchisor, or if Franchisee fails to comply with guidelines, policies and requirements imposed upon it by this Agreement, by the Operations Manual, or by such other operational memoranda issued by Franchisor;

4. If Franchisee violates or fails to comply with any applicable law including state business licensing, taxation or bonding laws and fails to cure within the time allowed by law.

5. If Franchisee fails to maintain generally accepted good business practices which will reflect favorably on the Franchisee, Franchisor and its marks. This includes, but is not limited to: prompt response to hosts', clients', prospects' or Franchisor's inquiry, by telephone, email, or mail and payment of liabilities, fees,

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and debts of the Franchisee.

6. If the business of Franchisee is assigned, transferred, sold, leased, or for any other reason passes from the actual supervision or control of Franchisee without Franchisor's written consent including any transfer, sale, assignment, exchange or any other disposition of shares (or series of such transactions) of a corporate or limited liability company-owned franchise.

7. If the Franchisee fails to open its business within 90 days of signing this Agreement, or, if, after commencement of the business, Franchisee fails to operate the business continuously for a period of three (3) business days during the term of this Franchise Agreement (Abandonment) unless prevented by Acts of God.

8. If Franchisee and any General Manager fail to personally complete the initial training described in Paragraph 4A(i) within 30 days of hire or engagement.

9. If Franchisee makes, or has made, any materially false statement or report to the Franchisor in connection with this Franchise Agreement or application therefor or in reporting Franchisee's revenues and resultant royalties.

10. If Franchisee fails to obtain from its managers, signed, written statements, in which these employees agree to keep secret Franchisor's trade secrets and proprietary information for operation of a Wize Computing Academy or if Franchisee delivers to, or permits unauthorized persons access to the Franchisor's confidential manuals, training programs, or any other confidential materials, or trains any other person to use Franchisor's methods for conduct of a similar business.

11. If Franchisee violates any of the provisions of Paragraph 15 of this Agreement.

12. (a) If Franchisee shall be adjudicated a bankrupt (unless restricted by the United States Bankruptcy Code) or becomes insolvent; (b) if a receiver of its property, or any part thereof, is appointed by a court of competent authority; © if Franchisee makes a general assignment for the benefit of its creditors; (d) if a final judgment against Franchisee remains unsatisfied of record for sixty (60) days or longer (unless a supersedeas bond is filed); (e) if execution is levied against Franchisee's business or property, or suit to foreclose any lien or mortgage is instituted and not dismissed within sixty (60) days; (f) if Franchisee's bank accounts, property or receivables are attached or garnisheed and such attachment or garnishment proceedings are not dismissed within a sixty (60) day period; or (g) if Franchisee is convicted of a felony.

13. If Franchisee breaches any of the terms of this Agreement two or more times within any twelve (12) month period, even if cured.

14. If Franchisee fails to comply with maintenance and refurbishing of a commercial office as described in Section 5K of this Agreement.

With respect to the grounds for termination set forth above in subparagraph (1) and (2), Franchisor will deliver to Franchisee written notice of default at least seven (7) days prior to the date of termination; during this seven (7) day period, Franchisee will have the right to cure the default.

With respect to the grounds for termination set forth above in subparagraphs (3), (4), (5), (10) and (14), Franchisor will deliver to Franchisee written notice of default at least thirty (30) days prior to the date of termination; during this thirty (30) day period, Franchisee will have the right to cure the default.

With respect to the grounds for termination set forth above in subparagraphs (6), (7), (8), (9), (11), (12) and (13), Franchisor shall have the right to terminate this Agreement by written notice, without any right to

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cure by Franchisee.

Where notice of default and demand for performance is given, when and to the extent required, such notice or demand shall not be a waiver of any other term hereof. To the extent that any provisions of this Agreement provide for periods of notice less than those provided by any applicable law, or provide for termination, cancellation or non-renewal other than in accordance with such applicable law, then such provisions hereof shall be modified to the extent necessary to comply with the provisions of such applicable law.

10. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

A. Upon the termination of this Agreement and this franchise, or upon their expiration, Franchisee and franchise owner(s), as applicable, shall:

1. Promptly pay to Franchisor (its subsidiaries and affiliates), all sums of money, royalties, fees or other charges due or which are undisputed and have accrued to the date of termination or expiration, as applicable. In the event of termination as the result of a breach by Franchisee, Franchisee and/or guarantors shall pay to Franchisor, in lump sum, as liquidated damages, and not as a penalty, an amount equal to the average Royalty due during each of the last twelve months times the lesser of thirty-six (36) or the number of months that were remaining in the scheduled term of this Agreement. The parties expressly acknowledge and agree that such payments shall not affect any rights or remedies the Franchisor may have, at law or in equity, including without limitation the right to seek injunctive relief, against Franchisee, Guarantors, and/or the franchise owners;
2. Cease to use, in any manner whatsoever, the Franchisor's name, the proprietary marks, training techniques, manuals of the franchise, and take all necessary steps to disassociate itself from Franchisor, including removal of signs, internet postings, and non-use of letterheads. Franchisee shall not represent or advertise that Franchisor and Franchisee were formerly affiliated with the Franchise System;
3. Immediately return to Franchisor with no demand for compensation, all operations manuals, forms, signs, prospect and customer lists, names and contacts of all employees, as well as any materials provided to Franchisee by Franchisor, its subsidiaries or affiliates; (Franchisor will repay Franchisee for signs or other materials paid for by Franchisee that were purchased from the Franchisor, that are returned in a salable condition, or their value may be credited to any unpaid obligations of the Franchisee);
4. Take whatever action is necessary to cancel, terminate and/or change any assumed name registration, document, or other record which contains the name "Wize Computing Academy" (or any form or part thereof) or any Proprietary Mark of Franchisor;
5. Agree not to disclose any trade secrets or confidential information of Franchisor, its subsidiaries and affiliates;
6. Immediately cease operation of the terminated or expired franchised business;
7. Notify all telephone companies, of the termination of this agreement and request that all telephone numbers, that have been used to identify the Franchisee as a licensee of Franchisor, be assigned to the Franchisor or terminated (at the Franchisor's discretion) no later than 7 days after the date of termination or expiration. The phone line(s) should be placed on intercept with no call forwarding unless the Franchisor chooses to accept financial responsibility for the line(s). This agreement to transfer or terminate phone line(s) applies to all telephone numbers whether commercial, residential, cellular, internet-based or other forms of telecommunications (See Addendum G: Assignment of Telephone Numbers and Listings);

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8. Submit to the Franchisor an electronic copy of Franchisee's list of employees as well as its client database including a list containing the names, addresses, telephone numbers and the name of the contact person responsible for purchasing Franchisee's services and products for each host and client that has engaged Franchisee's services or paid Franchisee for services, equipment, or products during the prior 24 months;

9. In addition, Franchisee must refund to all clients any monies collected for services and products that have not been earned as the result of this termination or expiration and the resulting inability of Franchisee to deliver said products and provide services under the Wize Computing Academy Mark.

10. Notify any and all Internet Service Providers, URL Registrars, search engines, directories, Social Media Service Providers and other pertinent sources of the termination of this agreement and request that all links, referrals, registrations, and telephone numbers, that have been used to identify the Franchisee as a licensee of Franchisor, be assigned to the Franchisor or terminated (at the Franchisor's discretion) 7 days after the date of termination or expiration. Any domain name registrations should be transferred under regulations established from time to time by ICONN or the then current registration authority, to the Franchisor unless the Franchisor chooses not to accept financial responsibility for these URL(s). If this is the case, said name registrations should be cancelled and any web pages containing referrals to the Wize Computing Academy name or logo or reference to any services offered by Franchisee terminated.

11. Offer Franchisor the right (but not the obligation) to take over any commercial property leases utilized by Franchisee and to purchase for fair market value as established by a qualified independent appraiser selected by the Franchisor any equipment, inventory or leases for equipment utilized by the business.

If Franchisee and/or franchise owner(s), as applicable, fail or refuse to comply with this Section 10 in a professional and expeditious manner, as well as all other obligations hereunder intended to survive termination and expiration of this Agreement and Franchise, including but not limited to the non-disclosure, non-competition and indemnification covenants, then Franchisee and franchise owner(s) agree to pay Franchisor for all costs and expenses, including auditors' and attorneys' fees incurred by Franchisor in an effort to effect compliance thereunder. All obligations of Franchisee, franchise owner(s) and Franchisor hereunder which expressly, or by their nature, survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire. Franchisor shall have the right, at its sole discretion, to cure any default of the Franchisee and bill the Franchisee for any expenses incurred in eliminating said default.

11. TRANSFERABILITY OF INTEREST

A. Franchisee may not assign this Franchise Agreement nor sell the assets of the business to others without the Franchisor's written consent. Franchisor may refuse to consent to any assignment, sale, transfer or bequeath by Franchisee of its rights under this Agreement, or to succession of this Agreement by will or intestacy, to any person, partnership, joint venture, corporation or other entity unless that party meets the then current standards for new Franchisees and Franchisee has met the requirements of Paragraph 11B below.

B. Prior to any inter vivos assignment or transfer, Franchisee shall fully pay and satisfy all of Franchisee's obligations to Franchisor, and, if the transfer is to an unrelated third party, Franchisee (or transferee) shall have fully paid to Franchisor a fee equal to twenty-five percent (25%) of the Initial Franchise Fee being charged new franchisees for a comparable territory at the time of the transfer for the training course, supervision, administrative, accounting, legal, and/or other Franchisor expenses incurred in connection with the transfer. In addition, Franchisor shall have the right to review and approve the purchase agreement for compliance with standard business practices, including, but not limited to, the debt burden of the purchaser; the transferee shall have signed a new Franchise Agreement with the Franchisor; training arrangements must be made; and

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Franchisee must sign a general release of the Franchisor from all claims. An assignment or transfer shall include without limitation, an effective transfer of ownership of 20% or more of the ownership interest of a franchisee.

C. This Agreement and all of Franchisor's rights, title, duties, obligations, and interest hereunder may be freely assigned, transferred or conveyed by Franchisor and shall be binding upon and inure to the benefit of Franchisor's successors and assigns.

D. Notwithstanding anything stated elsewhere in this Agreement, the Franchisee shall have the right, if it is in full compliance with this Agreement, to transfer, without charge, its rights and obligations under this Agreement to a corporation or a limited liability company in which Franchisee continuously owns one hundred percent (100%) of the issued and outstanding shares of each class of stock or membership shares, provided that the corporation or LLC must agree in writing to be bound by the terms of this Agreement and the Franchisee hereby agrees to remain personally liable in all respects as a guarantor of the obligations of the corporation or LLC. Franchisee shall be in default under the terms of this Agreement if Franchisee, at any time, disposes of any interest sufficient to reduce its ownership in the corporation or limited liability company to less than eighty 80% interest of any class of stock without complying with the steps of Paragraph 11B.

E. Franchisor retains the right to purchase the assets of Franchisee at the same price and on the same terms as any other party. If Franchisee reaches an agreement to sell, assign or transfer this license, ownership of the Franchisee or the Franchise Business itself, to another responsible and fully disclosed party who has executed a bona fide written offer with earnest money deposit in the amount of at least ten percent (10%) of the offering price, it must be subject to Franchisor's right of first refusal described in this Sub Paragraph E. Franchisor will have 10 days to notify Franchisee of its intent to exercise or waive said rights within 10 days of receiving written documentation indicating the Franchisee's agreement to sell. Franchisor shall have an additional 45 days to complete the purchase, in instances where it decides to exercise its right to purchase, after it has given Franchisee its notice to do so.

F. In the event of the death, disability or permanent incapacity of Franchisee (or appointment of a conservator or guardian of the person or estate of Franchisee, or if Franchisee is a corporation or limited liability company, then upon the death, insanity, permanent disability of the corporation's principal officer or the manager or managing member of an LLC), Franchisor shall not unreasonably withhold its consent to the transfer of all of the interests of Franchisee to his or her spouse, heirs or relatives, whether such transfer is made by will or by operation of law, provided that the requirements of Paragraph 11B hereof have been met. In the event that Franchisee's heirs do not obtain the consent of Franchisor as prescribed herein, the personal representative of Franchisee shall have reasonable time, not to exceed six months from the date of death or incapacity, to dispose of Franchisee's interest hereunder, which disposition shall be subject to all the terms and conditions for transfers under this Agreement.

12. NON-WAIVER

No failure of Franchisor to exercise any rights reserved to it nor to insist upon strict compliance by Franchisee (or franchise owner(s) as applicable) with any obligation or condition of this contract, and no custom or practice at variance with these terms, shall constitute a waiver of Franchisor's right to demand exact compliance with these terms. Waiver by Franchisor of any particular default by Franchisee (or franchise owner(s)) shall not affect or impair Franchisor's rights in respect to any subsequent default of the same or of a different nature; nor shall any delay, waiver, forbearance, or omission of Franchisor to exercise any power or rights arising out of any breach or default by Franchisee or franchise owner(s) of any of the terms, provisions, or covenants, affect or impair Franchisor's rights, nor shall such constitute a waiver by Franchisor of any right or of the right to declare any subsequent breach or default of this Agreement. Subsequent acceptance by Franchisor of the payments due to it shall not be deemed to be a waiver by Franchisor of any of its rights

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arising by a preceding breach by Franchisee or franchisee owner(s) of any terms, covenants or conditions of this Agreement.

13. NOTICE

Any notices required to be given shall be given in writing by personal delivery, or by certified or registered mail, or by reputable commercial overnight delivery service, directed to Franchisor at Wize Computing Academy Franchising, 513 Beacon Hill Drive, Coppell, TX 75019 or to Franchisee at Franchisee's address set forth on the first page of this Agreement. Notice by mail shall be deemed received on the fifth business day following the date it was deposited in the mail.

Either party hereto may change the address to which any notices to such party shall be delivered, by written notice to the other.

14. LIABILITY FOR BREACH

In the event of any breach of this Agreement by either party, in addition to any other remedies the aggrieved party may have at law or in equity, the party in breach shall pay to the aggrieved party all amounts due and all damages, costs and expenses, including reasonable attorneys' fees and auditors' fees incurred by the aggrieved party as a result of any such breach.

15. COVENANT NOT TO DISCLOSE OR COMPETE

Franchisee and any guarantors hereof acknowledge that their initial knowledge of the operation of a Wize Computing Academy franchise, its services, products, and methods of conducting business, is derived wholly from information disclosed to them by Franchisor pursuant to this Agreement, the training programs, the Confidential Operating Manuals and other means, and that such information is proprietary and confidential.

A. So long as this Franchise Agreement is in effect, and for two (2) years thereafter, Franchisee and all Guarantors shall maintain the absolute confidentiality of such information and shall not divulge to, or use for the benefit of, any other person, partnership, association, trust, corporation or entity outside the Franchisor's organization, any confidential or proprietary information of Franchisor nor any information concerning clients, the methods of doing business (including, without limitation, approved lesson plans, training techniques, equipment lists, vendors, promotion, pricing of services and products, marketing concepts and other technical information and know-how employed by Franchisor or its franchisees in the educational enrichment services business) which Franchisee or the guarantor may acquire by virtue of their operation under the terms of this Agreement. Information furnished to employees, or agents of Franchisee by Franchisee shall be reasonably limited to that information which directly relates to such employees' or agents' duties. All employees of the Franchisee shall execute like non-disclosure and confidentiality undertakings in writing as a condition precedent to their engagement by Franchisee.

B. So long as this Franchise Agreement is in effect, and for two years thereafter, except for the franchised business licensed hereunder, Franchisee and guarantors expressly covenant that Franchisee and guarantors will not engage, directly or indirectly, within a fifty (50) mile radius of the outer boundaries of Franchisee's Exclusive Territory or the Exclusive Territories of any other franchisees, whether as an owner, stockholder, partner, officer, director, or managerial employee in a provider of computer coding classes or related services to the general public and the business community, or engage in a business similar to that licensed hereunder. If Franchisee and/or Guarantors do so compete, Franchisee and/or guarantors shall pay to Franchisor, in lump sum, as liquidated damages, and not as a penalty, an amount equal to the average Royalty due during each of the last twelve months times thirty-six (36). The parties expressly acknowledge and agree that such payments shall not affect any rights or remedies the Franchisor may have, at law or in equity,

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including, without limitation, the right to seek injunctive relief, against Franchisee and/or the franchise owners by reason of such competition by them.

C. This Covenant is entered into by and between the parties hereto with full knowledge of its nature and extent. They hereby acknowledge that the Franchise Agreement would not be entered into by the Franchisor except upon the condition that such restrictive covenant be embodied herein and that, as such, they be enforceable, in the event of a breach by Franchisee and/or the franchise owners, by injunctive relief, and/or any other remedies available at law or equity to Franchisor, which remedies shall be cumulative. Franchisee and the franchise owners expressly acknowledge and represent that, prior to entering into this Agreement, they were employed and earned a living in some occupation other than that contemplated by this Agreement, and would not be prevented or prohibited from being employed and earning a living upon the termination of this Agreement, whether voluntarily or involuntarily, in the event they were prohibited from engaging in the management of a business offering computer coding classes and similar services.

16. ENTIRE AGREEMENT

This Agreement and the documents to which reference in it has been made, shall be construed together and constitute the entire, full and complete agreement between the parties and shall supersede all prior agreements, no other representation having induced Franchisee and franchise owner(s), as applicable, to execute this Agreement. There are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect. Nothing in this or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document that Franchisor furnished to Franchisee. No amendment, change or variance from this Agreement shall be binding on any party unless executed in writing.

17. SEVERABILITY

Each paragraph, section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any paragraph, section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining paragraphs, sections, parts, terms, and/or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties. Said invalid paragraphs, sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement, provided, however, that if Franchisor determines that said finding of illegality adversely affects the basic consideration of this Agreement, Franchisor may, at its option, terminate this Agreement.

18. MEDIATION AND ARBITRATION

A. Any controversy or claim (other than those arising from non-payment of monies due, falsification of reports, abandonment, those regarding trademark infringement, and non-compete provisions) arising out of or relating to this contract, or the breach thereof, or the relationship of the parties hereto, shall be subject to mandatory non-binding Mediation. The Mediator will be appointed in accordance with the Rules and Regulations of the American Arbitration Association unless the parties agree on a Mediator in writing within ten (10) days after either party gives written notice of Mediation. If either party alleges a dispute or controversy against the other party for any reason, except for those specified above, then either party will have the right to demand non-binding Mediation within the (10) days after the complaining party provided the other party with written notice describing the dispute or controversy and the desired action. All Mediation hearings will take place exclusively in the city where the Franchisor maintains its headquarters, and will be held within twenty (20) days after the Mediator has been appointed. The Mediation hearing will be informal and the Mediator will have the right to hear and review all testimony and evidence presented by either party. The cost of the Mediator

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will be shared equally by the parties. The parties agree that they will act in good faith to settle any dispute or controversy between them either prior to or during Mediation. All matters, testimony, arguments, evidence, allegations, documents and memorandums will be confidential in all respects and will not be disclosed to any other person or entity by either party.

The Franchisor and the Franchisee will not have the right to commence any Arbitration or legal proceedings against the other party until the dispute or controversy has been mediated as provided for herein, unless said dispute is of a nature excluded from Mediation as set forth above or if neither party has requested mediation. Both parties will have the right to take all actions necessary to demand Arbitration or to commence legal proceedings prior to any Mediation hearing; however, neither party will have the right to an arbitration hearing or to prosecute any legal proceedings beyond commencement of an action until the Mediation has concluded.

B. Any controversy or claim (other than those arising from non-payment of monies due, falsification of reports, abandonment, those regarding trademark infringement, and non-compete provisions) arising out of or relating to this contract, or the breach thereof, or the relationship of the parties hereto, not resolved through Mediation, shall be resolved by Arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Said Arbitration shall take place in the city where the Franchisor is headquartered. Judgment entered upon an award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The parties agree that they shall be entitled to take discovery by way of depositions and requests for production of documents and that AAA-issued subpoenas shall suffice for compelling same. Each party shall determine the extent of the discovery it desires to undertake and shall submit to the arbitrator (and serve on the opposing party) a schedule of such intended discovery. Each party shall be entitled to take discovery pursuant to its schedule unless objection thereto is made by the other party within 10 days after service of said schedule. The parties shall make a good faith attempt to resolve all objections. Any unresolved objections shall be submitted to the arbitrator for resolution.

C. Nothing herein shall bar the right of either party to obtain injunctive relief against threatened or actual conduct under the usual rules of equity, including the applicable rules for obtaining preliminary injunctions.

19. FRANCHISEE

The term "Franchisee" shall be deemed to include all persons who succeed to the interest of the original Franchisee by transfer or operation of law.

20. VENUE/GOVERNING LAW

This Agreement was entered into in the State of Texas and this Agreement, and all disputes between the parties hereto, shall be interpreted and construed under its laws. The parties agree that any action in which Franchisor is a party brought by any party against another party in connection with any disputes, rights or obligations arising out of this Agreement, and not otherwise subject to binding arbitration under Section 18 above, shall be instituted in a state court of competent jurisdiction with venue only in Dallas County, Texas where the Franchisor is headquartered or in the United States District Court for the Texas District of the Eighth Circuit where the Franchisor is domiciled except and only to the extent prohibited by applicable law. Any party to this Agreement named as a defendant in such an action brought in connection with this Agreement in any other court outside of the above-designated county or district shall have the right to have the venue of said action changed to the above-designated county or federal district, unless precluded by applicable law. Franchisee hereby agrees to submit personally to the jurisdiction of a court of competent subject matter jurisdiction located in the above-designated state and county or federal district, except in any legal proceeding where Franchisor is not a party. The parties acknowledge that this Agreement is executed in and that a material portion of Franchisor's obligations under this Agreement are to be performed in, the above-designated state,

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county and federal district.

Nothing contained in this paragraph shall prevent or prohibit Franchisor from seeking an injunction or other equitable relief in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Agreement in duplicate the day and year first above written.

Witnesses:

WIZE COMPUTING ACADEMY FRANCHISING, LLC
(FRANCHISOR)

By _____
Duly Authorized

Franchisee (Seal)

Printed Name

Franchisee (Seal)

Printed Name

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ADDENDUM A TO THE FRANCHISE AGREEMENT

FRANCHISEE'S PROTECTED TERRITORY

Franchisee is authorized to open and operate only one business office under the Wise Computing Academy mark either within Franchisee's residence or at a commercial location to be determined within the Protected

Territory known as _____ which is defined as lying within these boundaries:

(See map attached.)

Witnesses:

WIZE COMPUTING ACADEMY FRANCHISING, LLC
(FRANCHISOR)

By _____
Duly Authorized

Franchisee (Seal)

Printed Name

Franchisee (Seal)

Printed Name

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ADDENDUM B TO THE FRANCHISE AGREEMENT

NOTICE REGARDING YOUR INVESTMENT IN OUR FRANCHISE

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.

In order to ensure that your decision to purchase a Franchise from Wize Computing Academy Franchising, LLC (Franchisor) is based upon your own independent investigation and judgment, please review the following statements.

1. I (we) have not received any information, either oral or written, regarding the sales, revenues, earnings, income or profits of Wize Computing Academy franchisees that is not included in the Franchise Disclosure Document from any officer, employee, agent or sales representative of Franchisor.
2. I (we) have not received any assurances, promises or predictions of how well my (our) Wize Computing Academy franchise will perform financially from any officer, employee, agent or sales representative of Franchisor.
3. I (we) have made my (our) own independent determination that I (we) have adequate working capital to develop, open and operate my (our) Wize Computing Academy franchise.
4. I (we) acknowledge that Franchisor will use reasonable efforts to assist me (us) in choosing a territory and location for my (our) Wize Computing Academy, but I also understand that I am (we are) responsible for the final decision regarding the selection of a suitable territory and site.
5. I am (we are) not relying on any promises of Franchisor which are not contained in the Wize Computing Academy's Franchise Disclosure Document or Franchisor's Franchise Agreement.
6. I (we) understand that my (our) investment in a Wize Computing Academy franchise contains substantial business risks and that there is no guarantee that it will be profitable.
7. I (we) have been advised by Franchisor and its representatives to seek professional legal and financial advice in all matters concerning the purchase of my (our) Wize Computing Academy Franchise.
8. I (we) acknowledge that the success of my (our) Wize Computing Academy franchise depends, in large part, upon my (our) ability as an independent business person(s) and my (our) active supervision of the day-to-day operation of the business.

If you are not comfortable with your answers to any of these questions, we would be happy to discuss your concerns and/or postpone your signing of these documents until you are ready.

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ADDENDUM C TO THE FRANCHISE AGREEMENT

SITE APPROVAL

Franchisee's Approved Location is hereby identified as follows:

Franchisee is authorized to open and operate only one business office under the Wise Computing Academy mark at the following specific ___ residential or ___ commercial site:

Witnesses:

WIZE COMPUTING ACADEMY
FRANCHISING, LLC
(FRANCHISOR)

By _____
Duly Authorized

Franchisee (Seal)

Printed Name

Franchisee (Seal)

Printed Name

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ADDENDUM D TO THE FRANCHISE AGREEMENT

GUARANTY

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "Agreement") by Wize Computing Academy Franchising, LLC (hereafter "Franchisor"), each of the undersigned individuals, ("Guarantors") hereby personally and unconditionally: (1) guarantees to Franchisor and its affiliates and their successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Agreement and comply with all sections of the Agreement, as though the undersigned were the Franchisee.

Each of the undersigned waives:

- (a) acceptance and notice of acceptance by Franchisor and its affiliates of the foregoing undertakings;
- (b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
- (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;
- (d) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and
- (e) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that:

- (a) his direct and immediate liability under this guaranty shall be joint and several;
- (b) he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so:
- c) such liability shall not be contingent or conditioned upon pursuit by Franchisor or its affiliates of any remedies against Franchisee or any other person;
- (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor or its affiliates may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement.

Each of the undersigned waives all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this guaranty.

Initials

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IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature, under seal, on the same day and year as the Agreement was executed.

PERCENTAGE OF OWNERSHIP
INTERESTS IN FRANCHISEE

GUARANTOR(S)

Initials

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ADDENDUM E TO THE FRANCHISE AGREEMENT

STATE SPECIFIC ADDENDA

FOR RESIDENTS OF THE STATE OF CALIFORNIA

California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination or non-renewal of a franchise. If a franchise agreement contains a provision that is inconsistent with the law, the law still controls.

For franchisees in California, payment of initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business.

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

The franchise agreement calls for payment of interest on unpaid Royalty balances which may exceed maximum levels imposed by California law. The highest rate allowed in California at this time is 10% per annum.

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

The Franchise Agreement requires application of the laws of the state of Texas. This may not be enforceable under California Law.

Neither the Franchisor, nor any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

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

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.org.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Initials

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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.

ILLINOIS STATE LAW APPENDIX

The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois Law, ILCS 705/19 and 705/20.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act is void."

For Illinois franchisees, this Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, and any and all disputes between the parties shall be resolved, within the state of Illinois, whether by mediation, arbitration or litigation.

BY EXECUTING THIS APPENDIX, THE PARTIES HERETO MAKE THIS APPENDIX A PART OF THE ACCOMPANYING FRANCHISE AGREEMENT, AND INCORPORATE THIS APPENDIX THEREIN.

Franchisee Date

Franchisor Date

MINNESOTA STATE LAW APPENDIX

Minn. Stat§ 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat § 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days for notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release. The provisions in the franchise agreement calling for such a release in connection with either a renewal or a transfer of the franchise agreement will not be enforced with respect to franchises governed by Minnesota law.

BY EXECUTING THIS APPENDIX, THE PARTIES HERETO MAKE THIS APPENDIX A PART OF THE ACCOMPANYING FRANCHISE AGREEMENT, AND INCORPORATE THIS APPENDIX THEREIN.

WASHINGTON STATE LAW APPENDIX

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor

Initials

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including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

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

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

FOR RESIDENTS OF ALL STATES LISTED IN THIS ADDENDUM

Notwithstanding Section 16 of the Franchise Agreement to the contrary, this Addendum will not be merged with or into, or superseded by, the Franchise Agreement. In the event of any conflict between the Franchise Agreement and this Addendum, this Addendum will be controlling. Except as otherwise expressly set forth in this Agreement, no other amendments or modifications of the Franchise Agreement are intended or made by the parties.

Applicable state or commonwealth: _____

In witness whereof, the parties hereto have duly executed and delivered this Addendum as of the date of execution of the Franchise Agreement.

**WIZE COMPUTING ACADEMY
FRANCHISING, LLC**

FRANCHISEE

By: _____

Signature

Print name

Signature

Print name

Initials

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**ADDENDUM F TO THE FRANCHISE AGREEMENT
BANK AUTHORIZATION FORM**

I hereby authorize Wize Computing Academy Franchising, LLC, hereinafter called "Wize Computing Academy," to initiate debit entries to my _____ Checking _____ Savings account indicated below at the depository named below, hereinafter called DEPOSITORY and authorize DEPOSITORY to debit the same to such account.

DEPOSITORY (BANK) NAME: _____

BRANCH: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Bank/ABA #: _____

ACCOUNT #: _____

This is to remain in full force and effect for the entire term of the Franchise Agreement, including renewals, unless upon ten (10) days written notice this authorization is subsequently replaced by maker.

FRANCHISEE: _____

FEDERAL IDENTIFICATION: _____
(Please print or type)

SIGNED: _____

DATE: _____

Initials

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**ADDENDUM G TO THE FRANCHISE AGREEMENT
COLLATERAL ASSIGNMENT OF LEASE**

FOR VALUE RECEIVED, the undersigned _____, ("Tenant") hereby assigns, transfers and sets over unto Wize Computing Academy Franchising, LLC, a Texas Limited Liability Company ("Wize Computing Academy") all of Tenant's right, title and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Exhibit 1 (the "Lease") respecting premises commonly known as _____. This Agreement is for collateral purposes only and except as specified herein, Wize Computing Academy shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment of the Lease unless Wize Computing Academy shall take possession of the premises demised by the Lease pursuant to the terms hereof and shall assume the obligations of Tenant thereunder after the date of such assignment.

If Wize Computing Academy takes possession of the premises demised by the Lease and confirms to Landlord in writing the assumption of the Lease by Wize Computing Academy or its designee as tenant thereunder, Landlord shall recognize Wize Computing Academy as tenant under the Lease, and Wize Computing Academy, or its designee shall not be liable for prior defaults or for obligations prior to the date of such assignment to Wize Computing Academy.

Tenant represents and warrants to Wize Computing Academy that it has full power and authority to so assign the Lease and its interest therein and that Tenant has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby to any party other than Wize Computing Academy or its designee.

Upon default by Tenant under the Lease or under the franchise agreement for a Wize Computing Academy business between Tenant and Wize Computing Academy (the "Franchise Agreement"), or in the event of a default by Tenant under any document or instrument securing said Franchise Agreement, Wize Computing Academy shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Tenant therefrom and, in such event, Tenant shall have no further right, title or interest in the Lease.

Tenant agrees it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Wize Computing Academy. Through the term of the Franchise Agreement and any renewals thereto, Tenant agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that said option must be exercised, unless Wize Computing Academy otherwise agrees in writing. Upon failure of Wize Computing Academy to otherwise agree in writing, and upon failure of Tenant to so elect to extend or renew the Lease as stated herein, Tenant hereby appoints Wize Computing Academy as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Tenant for the sole purpose of effecting such extension or renewal.

Initials

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This _____ day of _____, 201_____

TENANT:

By: _____

Name: _____

Title: _____

Witness: _____

Notary Public

FRANCHISEE OWNERS:

By: _____

By: _____

By: _____

By: _____

Notary Public

WIZE COMPUTING ACADEMY
FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Witness: _____

Notary Public

Initials

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**ADDENDUM H TO THE FRANCHISE AGREEMENT
ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS**

This Assignment is entered into this _____ day of _____, 202_, in accordance with the terms of that certain Wize Computing Academy Franchising, LLC Franchise Agreement (the "Franchise Agreement" between _____ ("Franchisee") and Wize Computing Academy Franchising, LLC a Texas Limited Liability Company ("Franchisor"), executed concurrently with this Assignment, under which "Franchisor" granted "Franchisee" the right to own and operate a Wize Computing Academy "office" located at _____ (the "Facility") and to provide class throughout its Exclusive Territory.

For Value Received, "Franchisee" hereby assigns to "Franchisor", all of the right, title and interest in and to those certain telephone numbers listed below and regular, classified, internet or other telephone directory listings (collectively, the "Telephone Numbers and Listings") associated with Franchisor's trademarks and service marks and used from time to time in connection with the operation of the business at the address provided above. Except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the Telephone Company and/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as the Telephone Company) to effectuate the assignment pursuant to the terms thereof.

WIZE COMPUTING ACADEMY FRANCHISING, LLC

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Telephone Numbers

Initials

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ADDENDUM I TO THE FRANCHISE AGREEMENT

SAMPLE NON-DISCLOSURE AND NON-COMPETITION PROVISIONS FOR GENERAL MANAGERS

1. In consideration for employment, the undersigned, wishing to become a General Manager of _____, a Franchisee of **Wize Computing Academy Franchising, LLC**, agrees to take Wize Computing Academy's (hereinafter referred to as Franchisor) basic course in management of a business teaching computer coding, robotics and related classes to children within 30 days of the date hereof.

2. The undersigned shall not disclose to any unauthorized person any information pertaining to the Franchisee's business, including information concerning client lists, employee lists, sales, marketing methods, advertising methods, pricing techniques, equipment and supply sources, and any other information represented as confidential by the Franchisee to the undersigned, without the Franchisor's specific written consent during the term of employment nor for two (2) years thereafter.

3. The undersigned shall not be involved directly or indirectly, as manager, general manager, sales agent, sales or management level employee, consultant, owner, or representative, in any business or business activity which is engaged wholly or partially in the business of teaching computer coding, robotics and related classes to children or any business substantially competitive with Franchisee's business, anywhere within an area defined by a fifty (50) mile radius of Franchisee's Exclusive Territory, during the term of employment, nor for a period of two (2) years after its termination.

4. The undersigned expressly acknowledges and represents that, prior to entering into this Agreement, he/she was employed and earned a living in some occupation other than that contemplated by this Agreement, and would not be prevented or prohibited from being employed and earning a living upon the termination of this Agreement, whether voluntarily or involuntarily, in the event he/she was prohibited from engaging in the operation of an educational enrichment program teaching computer coding and related topic.

The undersigned acknowledges that a copy of this Agreement will be immediately provided to Wize Computing Academy Franchising, LLC, which is an intended third party beneficiary with the right to bring an action under this provision.

The undersigned further acknowledges that he/she has received a copy of this Agreement.

Franchisee

Printed Name

Signature

Signature

Date

Initials

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ADDENDUM J TO THE FRANCHISE AGREEMENT



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ADDENDUM K TO THE FRANCHISE AGREEMENT
PROMISSORY NOTE
(Installment Payment)

\$ _____ / /202_ State of Texas, _____

For value received, the undersigned does hereby promise to pay in lawful money of the United States of America, to Wize Computing Academy Franchising, LLC, 513 Beacon Hill Drive, Coppell, TX 75019, or its, successors, designee, assigns, or order ("HOLDER") at a place designated by HOLDER the sum

of _____ and No/100 DOLLARS (\$ _____ .00), plus accrued interest

at a rate of _____ Percent (_____ %) simple interest, in cash or certified funds in the following manner:

(i) _____ DOLLARS (\$ _____ .00) due and payable on the _____ day of each month, beginning on _____ and continuing for _____ consecutive months; and

The MAKER hereof reserves the privilege of prepaying this note in whole or in part at any time without penalty and without the payment of any unearned interest. Any partial prepayment made shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless HOLDER shall otherwise agree in writing.

Should a default occur in the payment of any installment under this note or in any provision contained herein or in the security agreement of even date herewith, the entire principal sum and accrued interest shall at once become due and payable, upon a ten (10) day written notice from date of receipt if accepted or from date of posting if not accepted specifying the default and sent certified mail to MAKER'S last known address, return receipt requested (said certified letter shall be deemed to be received whether claimed or unclaimed) or hand delivered, at the option of the HOLDER of this note.

MAKER shall have the right to cure said default during the notice period. Failure to exercise this option by HOLDER shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. MAKER and any surety, guarantor, endorser or other party including heirs, successors and assigns hereby waive presentment, notice, demand and protest and any homestead or exemption rights afforded them under State or Federal Laws.

MAKER agrees that the Franchise Agreement which is being purchased under an agreement of even date from Wize Computing Academy Franchising, LLC., shall be security upon this note.

Any installment paid more than ten (10) days after its due date shall bear a late fee of five percent (5%) per month (or any portion thereof), or the maximum allowed by law, if less.

Should this note, or any part of the indebtedness evidenced hereby, be collected by law or through an Attorney at Law, the HOLDER shall be entitled to collect attorney's fees in an amount equal to fifteen percent (15%) of the principal and interest, and all costs of collection.

HOLDER by acceptance of this instrument agrees that, at any time prior to maturity, it offers this note for discount, it will first offer the note to MAKER on the same terms and conditions as offered by a third party. MAKER shall have fifteen (15) days from date of notice of said offer to exercise its right of first refusal hereunder.

Time is of the essence of this NOTE.

No extension or any modification of this instrument shall limit the obligations of any party executing or guaranteeing this instrument.

This NOTE shall be construed in all respects and enforced in accordance with the laws of the State of Texas.

Witness by hand and seal this the first day above written.

WITNESS:

MAKER:

_____ (SEAL)

_____, Individually

STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
None	

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.

23. RECEIPT

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

If Wize Computing Academy Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale.

If Wize Computing Academy Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state officials in your state, as listed on the attached schedule of state agencies. In the states listed on the attached schedule of state agencies, we have designated the agency listed as its agent for service of legal process in each of the states listed.

The Franchisor's registered agent in the State of Texas is Vishal Bhasin. The Franchisor may receive service of process at 513 Beacon Hill Drive, Coppell, TX 75019.

Venus Anand and Vishal Bhasin will act as franchise sellers. They are based at 513 Beacon Hill Drive, Coppell, TX 75019 and their contact number is 214-226-4595.

James H. Deitz, Joseph M. McCord and The Franchise Doctor, Inc., 100 Springs Cv, Louisville, CO 80027, Phone 303 242-5868 may serve as franchise broker in the sale of some of Wize Computing Academy's franchises.

The date of issuance of this disclosure document is February 13, 2023.

I received a disclosure document dated February 13, 2023 that included the following Exhibits: Audited Financial Statements dated December 31, 2020, December 31, 2021 and December 31, 2022. (Exhibit A); Listing of Franchised and Affiliated Businesses (Exhibit B), Schedule of State Agencies (Exhibit C), State Specific Addenda (Exhibit D), Franchise Agreement with Addenda (Exhibit E), and Table of Contents of Manuals (Exhibit I).

Witness

Signature of Prospect

Printed Name

Address

City, County, State ZIP

Date

(Please sign and date this page and retain for your records)

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Signature of Prospect

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(Please sign and date this page and return it to Wize Computing Academy Franchising, LLC)