

FRANCHISE DISCLOSURE DOCUMENT



WIZE COMPUTING ACADEMY® FRANCHISING, LLC

a Texas limited liability company

513 Beacon Hill Drive

Coppell, Texas 75019

Vishal.Bhasin@WizeAcademy.com

<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. Classes are offered online and in-person at various host locations including public, private, and charter schools, preschools and recreation centers. Camps are offered during breaks in the school year. In most markets, franchisees will offer a hybrid of in-classroom, online and off-site camps to meet the wishes of parents, students, schools and government agencies. Weekend and evening classes may also be taught at host facilities. The franchise will operate under the name “Wize Computing Academy.”

The total investment necessary to begin operation of a Wize Computing Academy® franchise is between \$59,000 to \$90,000 This includes \$49,500 that must be paid to the franchisor or its affiliates as an Initial Franchise Fee.

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 issuance date of this Disclosure Document is April 15, 2026.

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.
2. **Unregistered Trademark**. The artwork in the primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with artwork that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
3. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment

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

WIZE COMPUTING ACADEMY® FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS

Item 1 - The Franchisor, And Any Parents, Predecessors And Affiliates	1
Item 2 -Business Experience	2
Item 3 - Litigation	2
Item 4 - Bankruptcy.....	3
Item 5 - Initial Fees	3
Item 6 - Other Fees.....	4
Item 7 - Estimated Initial Investment.....	8
Item 8 - Restrictions On Sources Of Products And Services.....	10
Item 9 - Franchisee's Obligations.....	12
Item 10 - Financing	13
Item 11 - Franchisor's Assistance, Advertising, Computer Systems And Training	14
Item 12 - Territory	20
Item 13 - Trademarks.....	21
Item 14 -Patents, Copyrights And Proprietary Information.....	22
Item 15 -Obligation To Participate In The Actual Operation Of The Franchise Business.....	22
Item 16 -Restrictions Of What The Franchisee May Sell	23
Item 17 -Renewal, Termination, Transfer, And Dispute Resolution.....	23
Item 18 - Public Figures	25
Item 19 -Financial Performance Representations	26
Item 20 -Outlets And Franchisee Information	29
Item 21 - Financial Statements.....	33
Item 22 - Contracts	33
Item 23 -Receipts	33

EXHIBITS TO THE FDD

- A. Financial Statements
- B. Current and Former Franchisees
- C. List of State Administrators
- D. State Specific Addenda
- E. Franchise Agreement with Addenda
- F. Operations Manuals Tables of Contents
- G. State Effective Dates
- H. Receipts

ITEM 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. We have never conducted a business of the type you will operate, but our affiliate, as stated above, has done so since 2016.

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, Instagram 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.

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.

ITEM 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 Operations Lead of Wize Computing Academy Franchising since its organization in September 2018 in Coppell, Texas.

Director, Curriculum Director & Founder: Vishal Bhasin: Vishal 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, in Coppell, Texas.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

All franchisees pay an Initial Franchise Fee of \$49,500 for a license to operate one Wize Computing Academy business within an Exclusive Territory that includes a population of approximately 300,000 residents. The Initial Franchise fee is due and payable when you sign your franchise agreement. Payments made are considered earned and non-refundable when paid. During 2025, the Initial Franchise Fee ranged from 32,400 to 48,600 depending on the size of the Exclusive Territory and veteran status.

If you are a qualified veteran of the United States Armed Forces, your franchise fee will be 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 90% of the franchise fee then being charged to new franchisees. On occasion, we will offer financing to an existing franchisee when they purchase additional franchises. This financing will be only for the Initial Franchise Fee and will be on terms that we and the franchisee negotiate.

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.

**ITEM 6
OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty	8% of Total Gross Receipts¹ 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 10th 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	You must permit us to debit your bank account for Royalties due.³
Advertising Fees 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 10th 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 technical support
Shared Third Party Supplier Charges	Your share of any charges billed to us on behalf of your business.	Monthly, as Billed	It may be in the best interest of the system for suppliers to bill us a system-wide charge for a product or service. We will then divide the invoice among our franchisees and charge you for your share.
Administrative Fee	5% to 10% of your total purchases made through us	When you submit an order	When you place an order through our office for items we will purchase for you through third parties, we charge a small administrative fee to cover our costs of processing the order.
Additional Franchise Management Training	\$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.

Type of Fee	Amount	Due Date	Remarks
Transfer	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	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	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
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

All fees are imposed by and are payable to us. All fees are uniformly imposed and are not refundable under any circumstances.

1 The term "Total Gross Receipts" is the total amount of revenue paid to you, your agents and employees or directly to us on your 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 is used in determining the Royalty Fee, and payment shall be made to us in cash accordingly. Total Gross Receipts does not include sales taxes.

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 During the term of your franchise, 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 Fund with the guidance of a committee consisting of Franchise Owners and our representatives.

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.

If an advertising cooperative is established in your area and we or an affiliate of ours operates a business in that area, we or our affiliate will be a member of the cooperative and will contribute on the same basis as you and the other franchisee members, and our voting power will be calculated on the same basis as franchisee members of the cooperative.

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.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee ¹	\$49,500	\$49,500	Lump Sum	When you sign your franchise agreement	Us
Travel & Living Expenses while Training	\$500	\$2,500	As Incurred	During Training	Airlines, Hotels, & Restaurants
Rent ²	\$0	\$750	Initially & Monthly	At Lease Signing & Monthly	Landlord
Leasehold Improvements ²	\$0	\$500	As Incurred	At Lease Signing	Landlord
Labor (Pre-Opening)	\$0	\$1,000	As Incurred	Training Before Opening	Employees
Computers, Software & Robotic Equipment ³	\$6,000	\$10,000	As Incurred	Before Opening	Vendors
Office Furniture, Fixtures & Equipment	\$0	\$2,500	As Incurred	Before Opening	Vendors
Legal, Accounting & Insurance	\$1,000	\$3,000	As Incurred	Before Opening	Local Vendors
Inventory of Supplies	\$250	\$750	As Incurred	Before Opening	Local Utility Companies
Grand Opening Promotion ⁴	\$500	\$2,500	As Incurred	Before Opening	Vendors
Miscellaneous Opening Costs ⁵	\$250	\$2,000	As Incurred	Before Opening	Vendors
Additional Funds during initial three months period ⁷	\$1,000	\$15,000	As Incurred	During the initial 3-month period	Vendors and Employees
TOTALS	\$59,000	\$90,000			

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.	\$5,500 - \$9,000
One Windows compatible tablet, 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	\$6,000 - \$10,000

- 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.
- 8 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.
- 9 Neither we nor any affiliate of ours finance any part of your initial investment nor do we/they have any interest in any supplier. Neither we nor any affiliate will derive income based on the required purchases or leases made in accordance with our specifications.

ITEM 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. Most of the equipment is purchased through third party companies and sites like Amazon/Walmart. Franchisees usually purchase directly and we provide guidance and any negotiated discount information, if applicable. Software is either purchased directly from third-party or thru us. 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 other than us and our affiliates.

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 are presently five purchase arrangements with suppliers of hardware and software for the benefit of our franchisees. There currently are no purchasing or distribution cooperatives in our system. If we do establish purchasing cooperatives in the future, we, or our affiliates, may benefit from the same discounts but we will not receive any fees from vendors. 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 business cards, signs, marketing materials and supplies from us or our approved vendor in accordance with quality standards set forth in the Operations Manual. Items that you must purchase from us or our affiliates include T-shirts, robotic mats, mission models, lanyards, MVP badges, label stickers, Wize stickers, robot and 3D modeling handbooks, design challenge cards, banners, yard signs, tote bags, and similar items. 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.

You will be required to obtain and maintain, at your expense, 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. You are required 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 us as a named insured to the extent of our 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 you provide 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. 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;
3. 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;
4. Any and all bonds required by state law.

While not mandatory, we strongly suggest that you evaluate the protection provided by coverage for child abuse and molestation and business interruption insurance.

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. Our total revenues for fiscal year 2025 were \$887,447. Of this amount, \$2,927 was derived from products and services our franchisees must purchase from us. This amount represented 0.003% of our total revenues for fiscal year 2025.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your 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

Obligation	Section in Agreement	Disclosure Document Item
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
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		

ITEM 10 FINANCING

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

If you are purchasing additional franchises after your first franchise, and if we agree to finance a portion of the Initial Franchise Fee for the additional franchises, we will prepare an addendum to your Franchise Agreement that will include the payment terms that you and we negotiate. The Addendum will not require any additional security, or include a prepayment penalty and will not require you to waive any defenses or rights. We do not have any practice or intent to sell, assign, or discount any such addendum to a third party.

ITEM 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.

Before 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, you will begin an extensive class called The Wize Computing Academy University to train you and one other person at or near our Coppel, Texas headquarters. Some portions of this training is self-paced reading, online learning modules that may be conducted online or through video classes. Typically, two to five days are given in Coppel. At least one owner of the franchise must attend and complete this program prior to opening. You may choose other employees to attend our initial training program but at least one owner must complete the program. (Franchise Agreement – Paragraph 4 and 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 or internet connection. (Franchise Agreement - Paragraph 4 and 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	10	0	Self-Paced Reading, 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
Legal Issues and Government Compliance	2	0	Wize Computing Academy's Headquarters or Online
Total Hours	52	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 must attend and pass this program before you open your franchise. You may also have to pay wages for any employees you choose to attend. 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, and the franchisor, 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. Most of these courses will also be offered online. We have no such courses now.

After Opening

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. We may provide additional training that you will be required to attend but it will be offered online at no cost to you. These manuals are confidential and remain our property. We may modify these manuals, but the modification will not alter your status under the Franchise Agreement. (Franchise Agreement - Paragraph 4B). The table of contents of our current Manuals appear in Exhibit F.
5. From time-to-time, we may hold online or in-person annual conventions and franchise excellence meeting 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 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 Fund 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 Fund 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.
8. We can establish advertising cooperatives and if your territory is within a zone established for such a cooperative, then you must join it. The amount you are required to contribute will be established by the cooperative. We reserve the right to change, dissolve or merge any cooperatives, once established.
9. Our website will have a page for your business and you may not establish your own website. You may not use social media for marketing except with our express prior permission.
10. We may suggest prices for you to charge your customers, including minimum and maximum ranges of prices, but we do not set specific prices as you control your prices within these suggested ranges.

11. You must spend at least 2% of your monthly sales on advertising in your territory and we have the right to require you to join an advertising cooperative, if we establish one for your area. We have not yet established a cooperative, and for that reason there are no governing documents to review, but we anticipate that each franchisee in the cooperative area would be a member and would have one vote. We anticipate that a majority vote would determine how much each member would be required to contribute, including any operations we or our affiliate(s) might own, which will contribute on the same basis as franchised outlets. The cooperative will be managed by its members. Any amount you contribute to your cooperative will apply against your 2% local advertising requirement. (Franchise Agreement - Paragraph 6B)
12. You will purchase lesson plans from us or our affiliate, but we do not otherwise provide you with equipment, supplies or opening inventory. For signs and banners, we provide you with a template for you to use with a third-party provider.

Computer Purchases

You must 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.

We estimate that your computer system will cost from \$6,000 to \$10,000. 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 for additional equipment to support your students. Robotics equipment is shared by 2 or 3 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.

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.

ITEM 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 the franchise 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 300,000 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 offer computer coding, robotics and related classes online 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.

ITEM 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. The artwork in our trademark is not protected by our trademark. All required affidavits have been filed.

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 agreement limits 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.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You must use the proprietary information in our Manuals 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.

ITEM 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 may 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 and refrain from competition.

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.)

ITEM 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.

ITEM 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.
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.

Provision	Section in Franchise or other Agreement	Summary
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.
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.
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.

Provision	Section in Franchise or other Agreement	Summary
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

ITEM 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.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

Other than the following representations, Wize Computing Academy Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our President, Vishal Bhasin, at 513 Beacon Hill Drive, Coppell, Texas 75019 (214) 226-4595, the Federal Trade Commission, and the appropriate state regulatory agencies.

Each of these locations reflected in this Item 19 were home-based, serving a suburban or urban marketplace, teaching classes and camps at local public and private schools, preschools, and community centers, and optionally conducting online sessions. Some of these locations are owner-operators and some of these locations have semi-absentee owners. This information is based on historical, unaudited internal records.

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 each chart. Written substantiation for this financial performance representation is available to you upon reasonable request.

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

Part A. Affiliate Owned Location

Nivikia, LLC (dba Wize Computing Academy) Operating Results

The numbers in the following chart represent average Total Gross Receipts and Certain Expenses for our affiliate-owned location operated in Coppell, Texas.

Calendar Year End	2023	Percentages	2024	Percentages	2025	Percentages
Total Gross Receipts	\$558,449	100.0%	\$581,647	100.00%	\$558,535	100.00%
Certain Expenses						
(a) Teachers' Payroll	\$102,515	18.4%	\$165,581	28.5%	\$196,343	35.2%
Classroom Supplies	\$15,436	2.8%	\$13,275	2.3%	\$12,566	2.2%
Occupancy Costs*	\$17,067	3.1%	\$19,543	3.4%	\$23,184	4.2%
Total Certain Expenses	\$135,018	24.2%	\$198,399	34.1%	\$232,093	41.6%
Gross Profit	\$423,431	75.8%	\$383,248	65.9%	\$326,442	58.4%

1. These revenue calculations are based on Total Gross Receipts produced by our affiliate's school operating under the Wise Computing Academy mark during the calendar years 2023, 2024 and 2025. Total Gross Receipts are defined in Item 6. This data represents Total Gross Receipts and certain expenses including Teacher's Payroll, Classroom Supplies and Occupancy Costs for our affiliate-owned business for the years indicated.
2. The charges for online and after-school sessions per student in 2025 were about \$120 per month for once-a-week sessions of 1 hour each.
3. Actual sales and costs of instructors will vary, market to market. 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.
4. 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.

*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 Teacher Association. Any payments to schools or other hosts are classified above as Occupancy Costs.

Part B. Franchised Locations

Wize Computing Academy Average Operating Results for US Franchisees

The numbers in the following chart represent average Total Gross Receipts and Certain Expenses for all 22 franchisees in the US that were open for at least one full year at December 31, 2025.

	2023	Percentages	2024	Percentages	2025	Percentages
Average Gross Receipts	\$112,313	100.0%	\$109,318	100.0%	\$98,674	100%
Certain Expenses						
(a) Teachers' Payroll	\$30,230	26.9%	\$32,619	29.8%	\$34,873	35.3%
(b) Classroom Supplies	\$1,286	1.1%	\$1,648	1.5%	\$1,890	1.9%
(c) Occupancy Costs*	\$4,088	3.6%	\$8,387	7.7%	\$7,262	7.4%
Total Certain Expenses	\$35,604	31.7%	\$42,654	39.0%	\$44,025	44.6%
Gross Profit	\$76,709	68.3%	\$66,664	61.0%	\$54,649	55.4%
Median Total Gross Receipts	\$58,118		\$79,202		\$58,144	
Highest Total Gross Receipts	\$279,378		\$342,000		\$343,000	
Lowest Total Gross Receipts	\$36,784		\$19,032		\$13,625	

In 2025, 7 (32%) of our US franchisees' Total Gross Receipts exceeded the average Total Gross Receipts of \$98,674.

- 1 These revenue calculations are based on Total Gross Receipts produced by our US-based franchisees' schools operating under the Wize Computing Academy mark during the calendar years 2023, 2024 and 2025. This data represents the average Total Gross Receipts for our US franchisees and certain expenses including Teacher's Payroll, Classroom Supplies and Occupancy Costs for the years indicated.

The charges for online and after-school sessions per student in 2025 averaged \$120 per month for an hour long, once a week session.

- 2 Actual sales and costs of instructors will vary from market to market. 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: 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. The earnings claim figures do not reflect certain costs including the cost of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

*Some 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.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1
Systemwide Outlet Summary for Years 2023 to 2025**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	12	18	+6
	2024	18	22	+4
	2025	22	36	+14
Company-Owned*	2023	1	1	0
	2024	1	1	0
	2025	1	1	0
Total Outlets	2023	13	19	+6
	2024	19	23	+4
	2025	23	37	+14

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor) for Years 2023 to 2025

State	Year	Number of Transfers
Texas	2023	0
	2024	2
	2025	3
Total	2023	0
	2024	2
	2025	3

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

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Arizona	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Arkansas	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
California	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	3	0	0	0	0	3
Colorado	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	1	1	0	0	0	0	2
	2024	2	2	0	0	0	0	4
	2025	4	1	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Maryland	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Michigan	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Missouri	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
New Jersey	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
North Carolina	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Pennsylvania	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	1	1
	2025	1	0	0	0	0	0	1
Texas	2023	6	6	0	0	0	0	12
	2024	10	2	0	0	0	0	12
	2025	12	1	0	0	0	0	13
Virginia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Totals	2023	12	6	0	0	0	0	18
	2024	18	5	0	0	0	1	22
	2025	22	14	0	0	0	0	36

Table No. 4
Status of Company-Owned Outlets* for Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Texas	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Totals	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

*This outlet is owned and operated by our affiliate, Nivika, LLC.

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

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Delaware	0	1	0
Florida	0	2	0
North Carolina	1	2	0
Texas	0	4	0
Virginia	1	1	0
Washington	0	2	0
Totals	2	12	0

The names and contact information for all of our current US franchises as of the date of this disclosure document are listed on Exhibit B. The name, city and state, and the current business telephone number (or, if known, the last known home telephone number) of every franchisee who had a franchise terminated, canceled, or not renewed by us in fiscal year 2025 or who otherwise voluntarily or involuntarily ceased to do business under their franchise agreement in fiscal year 2025 are attached to this disclosure document as Exhibit B. A list of franchisees who had a franchise terminated, canceled, or not renewed by us or who otherwise voluntarily or involuntarily ceased to do business under their franchise agreement between the end of fiscal year 2025 and the date of issuance of this disclosure document or who did not communicate with us within 10 weeks of the issuance date of this Disclosure Document are attached to this Disclosure Document as Exhibit B.

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.

ITEM 21

FINANCIAL STATEMENTS

Audited Financial Statements at December 31, 2023, December 31, 2024 and December 31, 2025 are attached as Exhibit A. Our fiscal year ends on December 31.

ITEM 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 – Non-Disclosure and Non-Competition Provisions for General Managers

Addendum J – Operations Manuals Tables of Contents

Addendum K – Promissory Note

ITEM 23

RECEIPTS

The last two pages of this Disclosure Document are duplicate copies of our Receipts 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

FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2025



WIZE COMPUTING ACADEMY FRANCHISING LLC

Table of Contents

	<u>Page</u>
Independent auditor's report.....	3
Balance sheet.....	5
Statement of operations	6
Statement of members' equity	7
Statement of cash flows	8
Notes to the financial statements	9



Independent Auditor's Report

To the Members
Wize Computing Academy Franchising LLC
Coppell, Texas

Opinion

We have audited the accompanying financial statements of Wize Computing Academy Franchising LLC, which comprise the balance sheet as of December 31, 2025, and the related statement of operations, members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Wize Computing Academy Franchising LLC as of December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Kezar & Dunlap

St. George, Utah
March 13, 2026

WIZE COMPUTING ACADEMY FRANCHISING LLC

BALANCE SHEET

As of December 31, 2025

	<u>2025</u>
Assets	
Current assets	
Cash and cash equivalents	\$ 311,549
Accounts receivable	9,875
Deferred commissions, current	14,500
Total current assets	<u>335,924</u>
Total assets	<u>\$ 335,924</u>
Liabilities and Member's Equity	
Current liabilities	
Accounts payable and accrued liabilities	\$ 8,677
Deferred revenue, current	125,100
Total current liabilities	<u>133,777</u>
Total liabilities	<u>133,777</u>
Members' equity	202,147
Total liabilities and members' equity	<u>\$ 335,924</u>

The accompanying notes are an integral part of these financial statements

WIZE COMPUTING ACADEMY FRANCHISING LLC
STATEMENT OF OPERATIONS
For the year ended December 31, 2025

	<u>2025</u>
Operating revenue	
Initial franchise fees	\$ 597,811
Royalty fees	273,131
Other operating revenues	<u>16,505</u>
Total operating revenue	<u>887,447</u>
Operating expenses	
General and administrative	286,410
Marketing and advertising	55,357
Professional fees	<u>39,236</u>
Total operating expenses	<u>381,003</u>
Net income	<u><u>\$ 506,444</u></u>

The accompanying notes are an integral part of these financial statements

WIZE COMPUTING ACADEMY FRANCHISING LLC
STATEMENT OF MEMBERS' EQUITY
For the year ended December 31, 2025

Balance as of December 31, 2024	(301,142)
Adoption of ASC 952-606	355,595
Member distributions	(358,750)
Net income	506,444
Balance as of December 31, 2025	<u>\$ 202,147</u>

The accompanying notes are an integral part of these financial statements

WIZE COMPUTING ACADEMY FRANCHISING LLC

STATEMENT OF CASH FLOWS

For the year ended December 31, 2025

	<u>2025</u>
Cash flows used in operating activities:	
Net income	\$ 506,444
Adjustments to reconcile net income to net cash provided by operating activities:	
Accounts receivable	58,863
Accounts payable & accrued liabilities	8,225
Deferred revenues	(48,955)
Net cash provided by operating activities	<u>524,577</u>
Cash flows from financing activities:	
Member distributions	(358,750)
Net cash used in financing activities	<u>(358,750)</u>
Net change in cash and cash equivalents	165,827
Cash and cash equivalents at beginning of period	145,722
Cash and cash equivalents at end of period	<u>\$ 311,549</u>

The accompanying notes are an integral part of these financial statements

Wize Computing Academy Franchising LLC
Notes to the Financial Statements
December 31, 2025

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

(a) Nature of Business

Wize Computing Academy Franchising LLC (the "Company") was formed as a limited liability company in the State of Texas on September 4, 2018. The Company offers franchises for "Wize Computing Academy," a business teaching computer coding, robotics, and related classes to children aged 4 to 16 years old.

The Company has one affiliate, Nivika, LLC d/b/a Wize Computing Academy, Texas Limited Liability Company and operates a 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 Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year. The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

(b) Accounting Standards Codification

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

(c) Use of Estimates

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

(d) Cash and Cash Equivalents

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

(e) Accounts Receivable

Accounts receivable is recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees, and marketing fees. Accounts receivable is recorded at the invoiced amount and do not bear interest, although a finance charge may be applied to such receivables that are past the due date. These receivables are carried at original invoice amount less an estimate made for doubtful receivables based on a review of outstanding amounts. When determining the allowance for doubtful receivable, the Company has adopted ASC 326, Financial Instruments—Credit Losses. This standard requires that management utilize the Current Expected Credit Losses ("CECL") model to recognize the appropriate allowance for doubtful receivables. This model requires entities to estimate and recognize expected credit losses over the life of the financial instrument. For trade receivables, management has elected to apply a simplified approach, based on historical loss experience and adjustments for current and forecasted economic conditions.

Accounts receivable is written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as income when received. As of December 31, 2025, the Company had no allowance for doubtful accounts.

Wize Computing Academy Franchising LLC
Notes to the Financial Statements
December 31, 2025

(f) Revenue Recognition

The Company has adopted ASC 606, *Revenue from Contracts with Customers*. On January 1, 2025, the Company adopted the practical expedient for private company franchisors outlined in ASC 952-606 using the modified retrospective method. This method allows the standard to be applied retrospectively through a cumulative catch-up adjustment recognized upon adoption. As such, comparative information in the Company's financial statements has not been restated and continues to be reported under the accounting standards in effect for those periods. Upon adoption of the practical expedient, the Company removed deferred commissions and deferred revenue of \$153,876 and \$509,471, respectively. The net effect on the Company's retained earnings was a decrease of \$355,595, which is reflected on the statement of members' equity.

ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue.

The Company's revenues consist of initial franchise fees and royalties based on a variable amount.

Royalty fees

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

Initial franchise fees

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

- Assistance in obtaining a truck and preparing the truck for its intended use, including customization.
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes about local regulations affecting the franchisee's business
- Inspection, testing, and other quality control programs

In determining the allocation of transaction price (the initial franchise fee) to either the license or to the pre-opening services, the Company has determined that the standalone selling price of its pre-opening services exceeds the initial franchise fee received; as such, the Company allocates the entire initial franchise fees to those pre-opening services. The franchise fees are then recognized as revenue when those pre-opening services have been completed (which generally occurs upon commencement of the associated franchised location's operations).

Wize Computing Academy Franchising LLC

Notes to the Financial Statements

December 31, 2025

(g) Income Taxes

The Company is structured as a limited liability company under the laws of the state of Texas. Accordingly, the income or loss of the Company will be included in the income tax returns of the members. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under ASC 740, *Accounting for Uncertainty in Income Taxes*. ASC 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the members rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2025, the 2024, 2023, and 2022 tax years were subject to examination.

(h) Advertising expenses

The Company expenses advertising costs for the selling of franchises as incurred. Advertising costs were \$55,358 for the year ended December 31, 2025.

(i) Financial Instruments

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

(j) Concentration of Risk

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

(2) Franchise Agreements

The Company's franchise agreements generally provide for payment of initial fees as well as continuing royalties to the Company based on variable royalty amount. Under the franchise agreement, franchisees are granted right to operate the franchised business in a designated territory and to use the proprietary methods, techniques, trade dress, trademarks, and logos ("symbolic intellectual property" or "IP"). Under the Company's revenue recognition policy, franchise fees and any corresponding commissions are recognized when the franchisee begins operations. For any franchisees that have not yet begun operations as of year-end, the Company defers both the revenues and commissions. All locations that are expected to begin operations within the following year are categorized as current, while all others are classified as non-current.

The following table represents the activity of the Company's deferred commissions for the years ended December 31, 2025:

	2025
Beginning deferred commissions	\$ 199,375
Adoption of ASC 952-606	(153,876)
Expenses recognized	(30,999)
Ending deferred commissions	<u>\$ 14,500</u>

Wize Computing Academy Franchising LLC
Notes to the Financial Statements
December 31, 2025

The following table represents the activity of the Company's deferred revenue for the year ended December 31, 2025:

	2025
Beginning deferred revenue	\$ 714,523
Additions	517,859
Adoption of ASC 952-606	(509,471)
Revenue recognized from beginning deferred revenue	(79,952)
Revenue recognized from contracts executed in the current year	(517,859)
Ending deferred revenue	<u>\$ 125,100</u>

(3) Commitments and Contingencies

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

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

(4) Subsequent Events

Management has reviewed and evaluated subsequent events through March 13, 2026, the date on which the financial statements were issued.

EXHIBIT B TO THE FRANCHISE DISCLOSURE DOCUMENT
CURRENT AND FORMER FRANCHISEES

Part 1. Current Franchisees. The names and contact information for all of our franchisees as of the issuance date of this disclosure document are:

Arizona	Elise Cranmer 40429 N Parisi Pl San Tan Valley, AZ 85140 (512) 621 – 9187 Territory: East Valley
Arkansas	Phil Shellhammer Unit 1 3318 Thornbury Drive Springdale, AR 72764 952-210-4697 Territory: Benton County Phil Shellhammer Unit 2 3318 Thornbury Drive Springdale, AR 72764 952-210-4697 Territory: Washington County
California	Tural Aksel 1804 Vera Ave Redwood City, CA 94061 (650) 547-5577 Territory Mid Peninsula Gregory Nerpouni 3122 Sugarberry Ct. Walnut Creek, CA 94598 415-987-0867 Territory: Walnut Creek, Lafayette, Alamo, Danville & San Ramon Andrea C Rucke 3626 Kingsley Street San Diego, CA 92106 858-775-7541 Territory: Coastal San Diego
Colorado	Dimple Patel 12229 S Eagle Hawk Trail Parker CO 80134 (515) 708-0433 Territory: Parker & Cherry Creek

Florida

Gabriela Zamorano,
8701 Wiles Rd, Apt 105
Coral Springs, FL 33067 (954) 260-4238
Territory: Coral Springs and Parkland

Elisha & Tito Sosa
3930 Lochlaurel Dr
Jacksonville, FL 32277
904-422-5078
Territory: Jacksonville East

Rahul Mittal Unit 1
8271 NW 125th Lane
Parkland, Florida 33076
(954) 850-6575
Territory: Wellington, FL

Rahul Mittal Unit 2
8271 NW 125th Lane
Parkland, Florida 33076
(954) 850-6575
Territory: Boca Raton West, FL

Brooke A. Sites
3016 Smilodon Trail,
Ruskin, FL 33570
(717)304-1511
Territory: Riverview & Brandon

Maryland

Chanel Priolleau
4219 Winding Waters Terrace
Upper Marlboro, MD 20772
Territory: Upper Marlboro

Deepa Parija
Hastings Circle
Rockville, MD 20850
240-595-2208
Territory: Rockville and surrounding areas

Michigan

Srinivasan Veeraraghavan
1663 McLaine St
Canton, MI 48188
(248) 835-6707
Territory: Ann Arbor, Canton & Plymouth

Missouri	Roderick C Douglas 656 Talon Dr. Florissant, MO 63031 310.981.3325 Territory: West St. Louis
New Jersey	Raymond Florio Pond View Rd Chester, NJ 07930 (917) 348-2995 Territory: North Central New Jersey Neeraj Arora & Maneesh Sharma 601 Route 206 Suite 26-550 Hillsborough, NJ 08844 781-526-8484 Territory: Central New Jersey
North Carolina	Dhiraj Gupta 7525 McCrimmon Pkwy Cary, NC 27525 201-736-0328 Territory: Cary, Apex, NC Kanecia Hodo 65 Gentle Winds Drive Chapel Hill NC 27517 Territory: Chapel Hill Southwest Triangle NC
Pennsylvania	Ann Abraham 1405 Cinnamon Circle Fort Washington, PA 19034 (257) 436-2486 Territory: Central & Eastern Montgomery County, PA
Texas	Manpreet Billing & Ankur Makkar Unit 1 14309 Mowsbury Dr Austin, TX 78717 (213) 300-3449 Territory: Austin-North Manpreet Billing & Ankur Makkar Unit 2 14309 Mowsbury Dr Austin, TX 78717 (213) 300-3449 Territory: Austin-Southwest

Manpreet Billing & Ankur Makkar Unit 3
14309 Mowsbury Dr
Austin, TX 78717
(213) 300-3449
Territory: Williamson County T1

Manpreet Billing & Ankur Makkar Unit 4
14309 Mowsbury Dr
Austin, TX 78717
(213) 300-3449
Territory: Williamson County T2

Kiran Sanubala
11504 Compton Trail
Fort Worth, TX 76244 (858 776-0305
North Richland Hills and surrounding areas

Peeyush Goyal
13367 Parnell Pl
Frisco, TX 75035
(214) 415-0325
Territory: Little Elm, Richardson, Wylie, Murphy & Aubrey

Nirmala Anand – Unit 1
5704 Pine Valley Dr
Flower Mound, TX 75022
813 419-3972
Territory: Flower Mound, Southlake, Grapevine and surrounding areas

Nirmala Anand – Unit 2
5704 Pine Valley Dr
Flower Mound, TX 75022
813 419-3972
Territory: Haslet, Argyle & Saginaw

Alpa Sharma
11043 Thomasville Lane
Frisco, TX 75033
804-683-8179
Territory: Frisco & parts of Plano

Yan Lawrence
1156 Parkfield Rd, Royse City, 75189
347-924-0360
Territory: Las Colinas, Highland Park & East Plano, TX

Bhavik Patel
20110 Percheron Park Lane
Tomball, TX, 77377
864-509-8198
Territory: Tomball and Cypress

Fadel Hasan
5720 Frisco Square Blvd, Apt1010
Frisco, TX 75034
Territory: McKinney, Allen & Prosper

Virginia Guojun Zhu
3740 Center Way
Fairfax, VA, 22033
(217) 615-8669
Territory: Northern Virginia

Minoo Razavi
7348 Hooking Rd.
McLean, Fairfax, VA 22101
(301) 461-1484
Territory: McLean & Tysons

Part B. Franchise Agreements Signed But Location Not Yet Open. The names and contact information for franchisees that have signed their franchise agreements but have not yet opened as of December 31, 2025 are:

North Carolina Kanecia Hodo Unit 2
65 Gentle Winds Drive
Chapel Hill NC 27517
Territory: Chapel Hill Southwest Triangle NC

Virginia Piyush Burte
5147 Sapphire Sky Lane
Centreville, VA 20120
608-692-9741
Territory: Ashburn

Part C. Former Franchisees – 2025 (Closures). The names and last known contact information for all of our franchisees who closed during 2025 are:

None.

Part D. Former Franchisees – 2025 (Transfers). The names and last known contact information for all of our franchisees who transferred their franchises during 2025 are:

Swetha Patalay
3204 Denali Dr
Irving, TX 75063
940-257-5519
Territory: Las Colinas, Highland Park and East Plano

Venu Vinod Arety Unit 1
3101 Lyme Ridge Dr
Leander, TX 78641
(858) 952-3214
Territory: Williamson County T1

Venu Vinod Arety Unit 2
3101 Lyme Ridge Dr
Leander, TX 78641
(858) 952-3214
Territory: Williamson County T2

Part E. Former Franchisees – January 1, 2026 to Issuance Date (Closures). The names and last known contact information for all of our franchisees who closed from January 1, 2026 to the issuance date of this disclosure document are:

Matthew Lee
1310 Rayford Park Rd, Ste 308
Spring, TX 77386
(713) 417-4258
Territory: The Woodlands

Part F. Former Franchisees – January 1, 2026 to Issuance Date (Transfers). The names and last known contact information for all of our franchisees who transferred from January 1, 2026 to the issuance date of this disclosure document are:

None.

EXHIBIT C TO THE FRANCHISE DISCLOSURE DOCUMENT
LIST OF ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

Listed below are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We might not be registered to sell franchises in all of these states.

CALIFORNIA

Department of Financial Protection and Innovation
Toll Free: 1 (866) 275-2677
www.dfpi.ca.gov
Ask.DFPI@dfpi.ca.gov

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
1-866-275-2677

Sacramento

2101 Arena Blvd.
Sacramento, California 95834
1-866-275-2677

San Diego

1350 Front Street
San Diego, California 92101-3697
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104
(415) 972-8559

HAWAII

(state administrator)

Business Registration Division
Department of Commerce and Consumer Affairs
P.O. Box 40
Honolulu, Hawaii 96810
(808) 586-2722

(agent for service of process)

Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

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

INDIANA

Indiana Secretary of State
Securities Division, E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(state administrator)

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(agent for service of process)

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN

(state administrator)

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
(517) 335-7567

(agent for service of process)

Michigan Department of Commerce,
Corporations and Securities Bureau
P.O. Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

MINNESOTA

Minnesota Department of Commerce
Securities-Franchise Registration
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500

NEW YORK

(state administrator)

NYS Department of Law
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, NY 10005-1495
(212) 416-8236

(agent for service of process)

Secretary of State of New York
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard, Fifth Floor
Bismarck, North Dakota 58505
(701) 328-4712

OREGON

Department of Business and Consumer Services
Division of Finance and Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

RHODE ISLAND

Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA

(state administrator)

South Dakota Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

(agent for service of process)

Director of the Division of Insurance
South Dakota Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(state administrator)

State Corporation Commission
Division of Securities
and Retail Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

(agent for service of process)

Clerk of State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON

(state administrator)

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
(360) 902-8760

(agent for service of process)

Director
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501

WISCONSIN

Administrator, Division of Securities
State of Wisconsin
Department of Financial Institutions
4822 Madison Yards Way
Madison, Wisconsin 53705
(608) 266-7577

EXHIBIT D TO THE FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

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

The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business. For any development agreement, the payment of the development and initial fee attributable to a specific unit is deferred until that unit is open.

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.

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

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.gov. and email Ask.DFPI@dfpi.ca.gov.

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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Maryland Addendum

(Applies only to Maryland Franchisees and franchises located in Maryland)

The Maryland Franchise Registration and Disclosure Law, COMAR 02.02.08.16L, provides that, as a condition of the sale of a franchise, We may not require you to agree to a release, assignment, novation, waiver, or estoppel that would relieve a person from liability under the Franchise Registration and Disclosure Law. Item 17 of the Disclosure Document is amended by adding: any general release required as a condition of sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement and Disclosure Document shall be deemed amended so that no release, assignment, novation, waiver or estoppel is required if it would violate the Maryland Franchise Registration and Disclosure Law. Nothing in the franchise agreement, including any acknowledgments or representations, shall be deemed a release or waiver of any right or obligation under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the Disclosure Document is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

Item 17 of the Disclosure Document and Article 19 of the Franchise Agreement are amended by adding: any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement

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.

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

See Washington Addendum to Franchise Agreement.

EXHIBIT E TO THE FRANCHISE DISCLOSURE DOCUMENT

**FRANCHISE AGREEMENT
(WITH ADDENDA)**

**WIZE COMPUTING ACADEMY
FRANCHISING, LLC**

FRANCHISE AGREEMENT

WIZE COMPUTING ACADEMY® FRANCHISING, LLC.
FRANCHISE AGREEMENT
TABLE OF CONTENTS

SECTION	ITEM	PAGE
1	Appointment	4
2	Site Selection and Exclusive Territory	5
3	Initial Franchise Fee and Related Charges	5
4	Obligations of the Franchisor	5
5	Obligations of the Franchisee	7
6	Fees	16
7	Independent Contractor	18
8	Term	19
9	Termination and Default	19
10	Rights and Duties Upon Termination or Expiration	21
11	Transferability of Interest	23
12	Non-Waiver	24
13	Notice	24
14	Liability for Breach	24
15	Covenant Not to Disclose or Complete	24
16	Entire Agreement	25
17	Severability	26
18	Mediation and Arbitration	26
19	Franchisee	27
20	Venue/Governing Law	27
	Addenda to the Franchise Agreement	
A	Franchisee's Exclusive Territory	29
B	Closing Acknowledgments	30
C	Site Approval	31
D	Guaranty	32
E	State Specific Addenda	34
F	Bank Authorization Form	45
G	Collateral Assignment of Lease	46
H	Assignment of Telephone Numbers and Listings	48
I	Sample Non-Disclosure and Non-Competition Provisions for General Managers	49
J	Promissory Note	50

WIZE COMPUTING ACADEMY[®] FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT made on _____ 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 _____, a _____, having its principal place of business at _____ (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;

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, in writing, 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; and

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

A. 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 (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. The Initial Franchise Fee is due and payable when you sign your Franchise 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 program covers basic management and operation of a Wize Computing Academy franchise and is self-paced, online and in-person conducted at Franchisor's Headquarters in Coppell, Texas, or a suitable facility nearby. 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 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 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 Wise 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;

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 25 to 40 hours per week in managing 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) 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 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 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. Franchisee agrees to obtain background checks on all of its employees that will have direct contact with minors, both before employment and periodically as Franchisor specifies in the Operations Manuals. 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.

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 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. 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;

3. 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;

4. 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 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.

(iii) Franchisee must notify Franchisor in writing within 5 days of any of the following events:

a. The start of any action, suit, countersuit or other proceeding against Franchisee, or any officer, owner or managerial employee of Franchisee alleging that the Franchisee, or the officer, owner, or managerial employee of Franchisee committed a felony, a crime of moral turpitude (such as harming a minor, sexual misconduct, harassment) or any other crime or offense that Franchisor reasonably might believe is likely to have a material adverse effect on the franchised system, the Proprietary Marks, the good will associated with the Proprietary Marks, or Franchisor's interest in any of the Proprietary Marks.

b. The filing or submission of any complaint alleging that Franchisee, or any officer, owner or managerial employee of Franchisee has engaged in conduct that is deleterious to or reflects unfavorably on Franchisee or the franchised system in that the conduct exhibits a reckless disregard for the physical or mental well-being of employees, customers, Franchisor's representatives or the public at large, including battery, assault, sexual harassment or discrimination, racial harassment or discrimination, alcohol or drug abuse or other forms of threatening, outrageous or unacceptable behavior.

c. Franchise must provide Franchisor with any information Franchisor requests, within 5 days of request, about the progress and outcome of the above events.

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 Wize Computing Academy business. After Franchisee has been open for five years, and on each five year anniversary thereafter, Franchisee must remodel or refurbish a commercial office, its equipment, decor, signage, and furnishings and bring said unit into compliance with then current standards for new Wize 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 Wize 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.

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 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. Shared Services Fee

Franchisor reserves the right to have suppliers bill Franchisor or an affiliate for goods and services that benefit the system of franchisees. Franchisee agrees to pay Franchisee its pro rata share of these goods and services costs and fees.

C. Advertising Fee

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 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:

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, 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 background checks on its employees that will have direct contact with minors or if Franchisee fails to obtain from its employees, 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; (c) 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.

15. If Franchisee, or any officer, owner or managerial employee of Franchisee, is convicted of a felony, a crime of moral turpitude (such as harming a minor, sexual misconduct, harassment) or any other crime or offense that Franchisor reasonably believes is likely to have a material adverse effect on the franchised system, the Proprietary Marks, the good will associated with the Proprietary Marks, or Franchisor's interest in any of the Proprietary Marks, unless Franchisee immediately and legally terminates the individual as an officer, owner and employee of Franchisee.

16. If Franchisee, or any officer, owner or managerial employee of Franchisee engages in conduct that is deleterious to or reflects unfavorably on Franchisee or the franchised system in that the conduct exhibits a reckless disregard for the physical or mental well-being of employees, customers, Franchisor's representatives or the public at large, including battery, assault, sexual harassment or discrimination, racial harassment or discrimination, alcohol or drug abuse or other forms of threatening, outrageous or unacceptable behavior as Franchisor determines in its sole discretion, unless Franchisee

immediately and legally terminates the individual as an officer, owner and employee of Franchisee.

With respect to the grounds for termination set forth above in subparagraphs (1), (2), (15) and (16) 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 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);

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 ICANN 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 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 arising by a preceding breach by Franchisee or franchise 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, 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

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, 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.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

**WIZE COMPUTING ACADEMY
FRANCHISING, LLC**

[ENTITY NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[INDIVIDUAL FRANCHISEE NAME]

ADDENDUM A TO THE FRANCHISE AGREEMENT

FRANCHISEE'S EXCLUSIVE TERRITORY

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

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

(See map attached.)

**WIZE COMPUTING ACADEMY
FRANCHISING, LLC**

[ENTITY NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ADDENDUM B TO THE FRANCHISE AGREEMENT

Reserved

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 Wize Computing Academy mark at the following specific _____residential or _commercial site:

**WIZE COMPUTING ACADEMY
FRANCHISING, LLC**

[ENTITY NAME]

By:_____

By:_____

Name: _____

Name: _____

Title: _____

Title: _____

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.

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)

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.

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.

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).

The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business. For any development agreement, the payment of the development and initial fee attributable to a specific unit is deferred until that unit is open.

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.gov. Ask.DFPI@dfpi.ca.gov.

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.

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

**WIZE COMPUTING ACADEMY
FRANCHISING, LLC**

[ENTITY NAME]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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.

**WIZE COMPUTING ACADEMY
FRANCHISING, LLC**

[ENTITY NAME]

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

MARYLAND STATE LAW APPENDIX

(Applies only to Maryland Franchisees and franchises located in Maryland)

The Maryland Franchise Registration and Disclosure Law, COMAR 02.02.08.16L, provides that, as a condition of the sale of a franchise, We may not require you to agree to a release, assignment, novation, waiver, or estoppel that would relieve a person from liability under the Franchise Registration and Disclosure Law. Item 17 of the Disclosure Document is amended by adding: any general release required as a condition of sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement and Disclosure Document shall be deemed amended so that no release, assignment, novation, waiver or estoppel is required if it would violate the Maryland Franchise Registration and Disclosure Law. Nothing in the franchise agreement, including any acknowledgments or representations, shall be deemed a release or waiver of any right or obligation under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the Disclosure Document is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

Item 17 of the Disclosure Document and Article 19 of the Franchise Agreement are amended by adding: Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

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

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

**WIZE COMPUTING ACADEMY
FRANCHISING, LLC**

[ENTITY NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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.

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

**WIZE COMPUTING ACADEMY
FRANCHISING, LLC**

[ENTITY NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

WASHINGTON ADDENDUM TO THE FDD, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the Disclosure Document for Wize Computing Academy Franchising, LLC for use in the State of Washington is amended as follows:

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
16. **Questionnaires and Acknowledgments.** 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.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

**WIZE COMPUTING ACADEMY
FRANCHISING, LLC**

[ENTITY NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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**

[ENTITY NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**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: _____

**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.

Agreed as of _____.

TENANT:

By: _____

Name: _____

Title: _____

Witness: _____

FRANCHISEE OWNERS:

By: _____

By: _____

By: _____

By: _____

Notary Public

WIZE COMPUTING ACADEMY FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Witness: _____

Notary Public

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

This Assignment is entered into on _____, in accordance with the terms of that certain Wise Computing Academy Franchising, LLC Franchise Agreement (the "Franchise Agreement" between

("Franchisee") and Wise 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 Wise 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**

[ENTITY NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Telephone Numbers

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

ADDENDUM J TO THE FRANCHISE AGREEMENT

PROMISSORY NOTE (Installment Payment)

\$ _____

/[DATE]

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.

MAKER:

Name:

Title:

EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT

OPERATIONS MANUALS TABLE OF CONTENTS



OPERATIONS MANUAL Table of Contents

Tab		Page
1	Introduction and Overview.....	A1
	How to Use this Manual.....	A2
	Signing the Receipt	A2
	Restricted Use Explained	A2
	Using the Manual Effectively.....	A2
	Manual Updates	A2
	Lost or Stolen Manuals	A2
	Our Founding	A3
	The Birth of a Concept.....	A3
	Early Franchise Structure	A3
	Plans for the Future	A3
	Benefits of Your Wize Computing Academy Franchise	A4
	Void in the Market	A4
	Our System.....	A4
	Purchasing Power.....	A4
	Quarterly Meetings.....	A4
	On-Line Communication and Support	A4
2	Entrepreneurship and Your Franchise.....	B1
	The Franchisee/Franchisor Relationship	B2
	The Relationship	B2
	Your Responsibilities	B2
	Problem Resolution	B3
	The System at Work.....	B4
	The Wize Computing Academy Method Works.....	B4
	Attention to Detail.....	B4
	Your Focus	B4
	Getting Started	B6
	The Value.....	B6
	The Foundation	B6
	Preparation	B6
	Using the Wize Computing Academy Name	B7
	Proper Name Usage.....	B7
	Fictitious Name	B7
	Types of Business Organizations You May Use	B8
	Proprietorships.....	B8
	Partnerships	B8
	Limited Partnerships.....	B9
	Corporations	B9
	Subchapter S Corporations.....	B10

	Limited Liability Companies.....	B11
	Licenses & Tax Compliance	B12
	Business Licenses.....	B12
	Federal Tax ID	B12
	Sales Tax Numbers	B12
	Engaging Professional Advisors	B13
	Engaging an Attorney.....	B13
	Finding an Accountant	B13
	Building a Banking Relationship.....	B14
	Obtaining Credit.....	B16
	Credit Cards	B16
	Recommended Vendor.....	B17
	Insurance Requirements	B18
	Workers' Compensation.....	B18
	Comprehensive General Liability	B18
	Vehicle Insurance.....	B18
	Umbrella Coverage	B18
	Wize Computing Academy as Co-Insured.....	B18
	Engaging a Payroll Service	B19
	Options	B19
	Recommended Vendor.....	B19
	Letterhead.....	B20
	Brochures and Flyers.....	B20
	The Wize Computing Academy Dress Policy.....	B21
	Benefits of Corporate Standards	B21
	Grooming	B21
	Trademark Usage and Protection	B22
	It is a Trademark.....	B22
	How to Display It	B22
	Be Consistent.....	B22
	Mark Infringement	B22
	Wize Computing Academy Logo and Identity Guidelines.....	B23
	Maintaining Confidentiality	B24
	Confidential Trade Secrets.....	B24
	Protection Policies.....	B24
	Non-Disclosure and Non-Competition Provisions for General Managers.	B26
	Franchisee Training.....	B27
	Franchise Management School	B27
	Prerequisites	B27
	Business Management School.....	B27
	School Scheduling.....	B27
	Wize Computing Academy Meetings	B28
	The Benefits to You	B28
	Annual National Convention.....	B28
	Regional Meetings.....	B28
3	Facilities	C1
	Setting Up Your Office	C2
4	Communications Equipment.....	D1

	Phones	D2
	Internet Service Provider.....	D2
	Office Computers	D2
	Hardware Requirements	D3
	Software Requirements	D3
5	Personnel	E1
	Defining Your Needs	E2
	Employer Responsibilities.....	E2
	Employee Files.....	E2
	Corporate Notification.....	E2
	Understanding the Independent Contractor Relationship.....	E3
	Obtaining Local Advisors	E3
	Recruiting and Selection	E5
	Soliciting Applicants	E5
	Advertising	E5
	Tips for Maintaining Your Instructors	E6
	Policies	E6
	Employee Input	E6
	Motivation & Handling Difficult Situations	E6
	Performance Evaluations.....	E7
	Tips for Retaining Quality Employees	E8
6	Business Controls	F1
	Management Tools.....	F2
	Operations Manual	F2
	Profit Projections.....	F2
	Periodic Reports	F2
	Managing Your Finances	F3
	Monthly Royalty Report.....	F3
	Reports Required by Government Agencies	F3
	Bank Draft Procedures	F4
	Managing For Profits.....	F5
	Inventory	F5
	Equipment	F5
	Leasehold Improvements.....	F5
	Finance & Accounting Basics	F6
	Finance Foundation	F6
	The Balance Sheet.....	F6
	The Profit and Loss Statement	F8
	Understanding Key Business Ratios	F10
	Watching for Financial Warning Signs	F12
	Uses	F12
	Common Warning Signs	F12
	Preparing Your Budget & Business Plan	F13
	Principles of Preparing a Successful Budget	F13
	Mission.....	F13
	Objective	F13
	Strategies	F14
	Maintaining Your Financial Records	F15

	Record Retention & Audit Requirements	F15
	Accounting	F15
	Incorporation Papers	F15
	Chart of Accounts	F16
7	Computing with Wize Computing Academy	G1
	QuickBooks	G2
	Franchise Management Software	G2
	Wize Computing Academy Web Site	G2
	New Product Approval	G3
8	Success as an Entrepreneur	H1
	Time Commitment for Success	H2
	The Benefits to You	H2
	Exclusivity of Your Time Commitment	H2
	Setting Priorities for Time Usage.....	H2
	Reaching Your Goals	H3
	Success as a Journey, Not a Destination	H3
	On-Going Education	H3
	Personal Commitments	H4
	The Balancing Act	H5
A	Franchise License Compliance Rules	Appendix A
	Territory	2
	Wize Computing Academy's Services List.....	2
	Franchise Management	2
	Insurance	3
	Royalties & Fees	3
	Advertising Fund.....	3
	Local Advertising	3
	Non-Competition Covenants	4
	Post-Termination Obligations.....	4
B	Government Forms & Documents	Appendix B
	Obtaining Government Forms	2
	New Hire Reporting	5
C	Wize Computing Academy's Forms	Appendix C
	Wize Computing Academy Directory	2
	Monthly Report of Sales.....	3
	Key Performance Indicator Report	6
	Monthly Royalty Report	7
	Employee Performance Review.....	8
	Receipt for Operations Manual.....	12
	Total.....	90 Pages



POLICY AND PROCEDURES MANUAL

Table of Contents

	Page
Introduction	8
Understanding this document	8
Our Values.....	8
Philosophy - Learning Organization.....	9
Brand Bible.....	10
Building Trust in Your Business	10
Traits of a Successful Franchisee.....	11
Things to focus on in FIRST 6 months for long-term success, profitability and engagement	11
Systems and Technologies Used for Various Activities	12
Franchise Operating Models	15
OVERVIEW OF OPERATING MODELS	15
OWNER-OPERATOR MODEL	15
Model Definition	15
Franchisee Responsibilities.....	15
SEMI-ABSENTEE MODEL	16
Model Definition	16
Franchisee Responsibilities.....	16
What Semi-Absentee Means at Wize	17
Key Personnel Requirements	17
Role of the Center Manager/Director of Operations	17
Center Manager Profile:.....	17
Owner Responsibilities Do Not Change.....	17
Success Factors For Both Models.....	17
Common Success Elements	18
Model-Specific Success Factors	18
Operational Excellence	18
Training Session	19
Monthly Updates	19
Planning Templates	19
Sales & Marketing Process	19
Understanding the Three Pillars	20
The Interconnected System.....	21
Review Your Marketing and Sales Process Thoroughly	21
Advertising	22
Email Signature Template.....	22
Reaching out to local schools	23
Local Chamber of Commerce.....	24
Online and Print Media	24
School Events and STEAM/STEM Fairs	24

Booth/Table Setup Checklist	25
Trial Classes	31
Yard Signs at Host Location	31
Volunteering	32
Local Influencers	32
Finding Your People Online	33
Contacting Customers via Text Messages.....	33
Standard Opt-In Message.....	33
Welcome Message (After Opt-In)	33
Registration Confirmation With Opt-In	33
Website or Form Checkbox Language	34
Camp/Event-Specific Opt-In	34
Re-Engagement Message.....	34
Website/Web Page	34
YouTube Channel	34
Communication with Partner Locations (School, Preschools and Community Centers)	36
Checklist and standards for listing programs	37
Community Scholarship Program	38
Purpose	38
Program Structure	38
Selection Process.....	39
Benefits.....	39
Implementation Guidelines.....	40
Program Limitations.....	40
Email Template to School Principals	41
Email templates	43
Classes & Prices	44
Standard Program Pricing.....	44
Competition Programs	44
Special Programs.....	45
Registrations for Competitions	45
Host Location Types	45
Class Schedule.....	46
Revenue Share with Host Locations.....	46
Vendor Registration with Public Schools.....	47
Partnerships with Organizations	47
Human Resource Management.....	49
Access to Documentation and Curriculum.....	49
General Guidelines on writing a Job Description	49
Choose the right job title	49
Hook your reader.....	49
Clearly state the responsibilities	50
Explain the qualifications needed.....	50
Include salary and benefits.....	50
Optional - Additional Reference for Employee Training	50
Micro-credentials for Educators	51
Coding/Design Contests & Hackathons	51

Flyer Template for Hackathons	53
Registrations & Payments in USA	54
Training Material.....	55
Self-Paced Training From Active.....	55
Support Site & Important Announcements	56
Active Setup	56
Steps.....	56
Confirmation Email Content.....	61
Failed Payments	64
Payment Issues	65
Specifying Price in Session Configuration.....	65
Setting one-time Registration or Material Fee	65
Adding or editing Session Options in Existing Registrations.....	67
Transferring a Registration	67
Refunds.....	67
Creating a Custom Seasons Report.....	68
Registering a student on behalf of a customer.....	68
Allowing Parents to Make Online Payments	68
Adding a Payment Plan to Existing Order	68
Removing a Payment Plan to Existing Order.....	68
Adding a Credit Card to An Existing Account	69
Waiver	71
Accident/Incident Reporting.....	73
Register Participants From Waitlist.....	74
Automated waitlist management	74
Registering a participant from waitlist manually	78
Discounts	79
Sibling Discount.....	79
Early Bird Discount.....	79
Returning Parents Discount	79
Staff Discount.....	79
Referral Discount	79
Coupon Codes	79
Applying an internal discount.....	80
Enable Social Referral.....	80
Cart Abandonment Feature.....	80
Membership Feature.....	80
Steps.....	81
Active Support Information	84
Registrations & Payments in Canada	85
Self-paced Learning	85
Contact Information	85
Confirmation Email Content.....	85
Approved Vendors and Product List	87
Classroom Management.....	90
Marketing Assets.....	91
Afterschool Program Information with Flyers	91

Order Form	92
Vistaprint Account Information	92
E-Book and General Presentation	92
Retractable Banner	93
Business Cards	95
Approved Images	95
After-School Flyer Template 1	96
After-School Flyer Template 2	97
After-School Flyer Template 3	98
After-School Flyer Template 4	99
Flyer templates for First LEGO League	100
Winter-themed Flyer	102
Spring-themed Flyer	104
Summer Camps	106
Facebook Post Designs	108
Camp Flyer Templates	111
Flyer for Giveaways	115
Roblox Workshop	116
Python Session	117
Newsletters	118
Table Runners & Tablecloths	119
Image in Wize Logo	119
Lanyards	120
Branding Style	120
Using Youtube Videos In Ads and Newsletters	121
Running a Summer/Spring/Winter Camp	123
Brief description of camp themes	123
Rewarding Staff and Customers	128
FAQs	129
Support Contact	129
Internal Reporting Requirements	130
Monthly Royalty Report	130
Royalty Report Format	131
Monthly & Quarterly Reports	133
Accounting	133
NR4 Form for Franchise Owners in Canada	133
Scaling Your Business	134
Security	134
Tablet Configuration	134
Android Tablets	135
iOS Tablets	135
Business Continuity	135
Emergency Preparedness Toolkits	136
Standard Response Protocol Video	136
Google Drive Organization	138
Base Folder	138
Franchisee Documents	138

Curriculum Folder Structure	138
Totals.....	99 Pages

EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

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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
California	Pending
Illinois	Pending
Maryland	Pending
Virginia	Pending

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

EXHIBIT H TO FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

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: (a) 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; (b) in New York, at the earlier of: (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; (c) in Iowa, at the earlier of: (i) your first personal meeting to discuss the franchise; or (ii) 14 days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; or (d) in Michigan, at least 10 business days before the earlier of when you sign a binding franchise or other agreement or pay any consideration to us (or an affiliate of ours).

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.

A list of franchisor's agents registered to receive service of process is also included in Exhibit C to this FDD.

Vishal Bhasin will act as a franchise seller. He is based at 513 Beacon Hill Drive, Coppell, TX 75019 and his contact number is 214-226-4595.

The date of issuance of this disclosure document is April 15, 2026.

I received a disclosure document dated April 15, 2026 that included the following Exhibits: Financial Statements (Exhibit A); Current and Former Franchisees (Exhibit B), List of State Administrators (Exhibit C), State Specific Addenda (Exhibit D), Franchise Agreement with Addenda (Exhibit E), Table of Contents of Manuals (Exhibit F), State Effective Dates (Exhibit G), and Receipts (Exhibit H).

Signature of Prospect

Printed Name

Address

City, County, State ZIP

Date Received

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