

FRANCHISE DISCLOSURE DOCUMENT



WORLD OPTIONS, INC.

a Utah corporation
143 Union Blvd., Suite 625
Lakewood, Colorado 80228
888-308-5116
info@worldoptions.com
www.worldoptions.com

As a World Options franchisee, you will establish and operate a business that offers domestic and international shipping and freight services and that may include other transportation services we develop using one or more international or domestic carrier companies under the World Options® trademark.

The total investment necessary to begin operation of a World Options franchised business ranges from \$75,500 to \$82,000. This includes the \$59,000 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make 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 Gerald Steen at 143 Union Blvd, Suite 625, Lakewood, Colorado 80228 and (888) 308-5116.

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 ("FTC"). 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 on franchising.

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

Issuance Date: April 30, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits B and B-1.
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 C 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 World Options business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a World Options franchisee?	Item 20 or Exhibits B and B-1 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 E.

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, or litigation exclusively in Colorado. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may cost you more to mediate, arbitrate, or litigate in Colorado than in your own state.
2. **Spousal Liability.** Your spouse or domestic partner must sign a document that makes your spouse or domestic partner liable for all financial obligations under the franchise agreement, even though your spouse or domestic partner has no ownership interest in the franchise. This guarantee will place both your and your spouse's or domestic partner's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

**NOTICE REQUIRED
BY
STATE OF MICHIGAN**

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchise to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provisions of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value, at the time of expiration, of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies equipment, fixtures, and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

- (g) A provision which permits a franchisor to refuse to permit a transfer or ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed franchisee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisor or proposed transferee to remit any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

The fact that there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General.

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Any questions regarding this notice should be directed to the Department of the Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this franchise disclosure document (“Disclosure Document”), the terms “we,” “us” or “our” mean World Options, Inc., the franchisor. The term “you” means a person, corporation, partnership, or other entity who buys a franchise from us. If you are a corporation, partnership or other entity, your owners must sign a personal guaranty (“Guaranty and Assumption of Obligations”), which means that all of the provisions of our Franchise Agreement will also apply to your owners.

Franchisor and our Parents, Predecessors, and Affiliates

We are a Utah corporation incorporated on February 5, 2016. Our principal business address is 143 Union Blvd., Suite 625, Lakewood, Colorado 80228. We operate under our corporate name, World Options, Inc., and the trade and service mark “World Options®” and no other name. We began offering World Options franchises in the United States in October 2017. Since October 2017, we have operated a business in Atlanta, Georgia, of the type being offered to you. We have not offered franchises in any other line of business. We do not have any predecessors.

Our agent for service of process in Utah is CT Corporation, 1108 South Union Avenue, Midvale, Utah 84047. Our agents for service of process for other states are identified by state in Exhibit D. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Our parent is World Options Limited (“WOL”), a company incorporated under the laws of England and Wales with a principal business address of Unit 1 Petre Court, Petre Road, Accrington, UK, BB5 5HY. Since 2012, WOL has offered World Options franchises through a master licensee in Singapore, the Netherlands, Belgium, and Australia, all offering shipping and freight services. As of December 31, 2023, WOL has 35 franchises in Singapore, the Netherlands, Belgium, and Australia.

WOL’s parent is World Options Holdings Limited, a company organized under the laws of England and Wales on April 8, 2016. Its principal place of business is Unit 1 Petre Court, Petre Road, Accrington, UK, BB5 5HY.

World Options Holdings Limited’s parents are MBE Worldwide S.p.A., which acquired a controlling interest in World Options Holdings Limited on July 2, 2022, and Pathway Holdings Limited. MBE Worldwide S.p.A.’s principal business address is Viale Lunigiana 35/37, Milan Italy 20125. Pathways Holdings Limited’s principal business address is Vantage House Euxton Lane, Euxton, Chorley, Lancashire, England, PR7 6TB.

Our affiliate, World Options (Franchise) Ltd. (“WO UK”), a company incorporated under the laws of England and Wales, has offered World Options franchises in the United Kingdom, all offering shipping and freight services, since 2012. Its principal business address is 3a Tournament Court, Tournament Fields, Warwick, England, CV34 6LG. As of December 31, 2023, WO UK has 95 franchises in the United Kingdom.

Our affiliate, AlphaGraphics, Inc. (“AGI”), is a Delaware corporation incorporated on December 4, 1986. AGI’s principal business address is 143 Union Boulevard, Suite 650, Lakewood, Colorado 80228. AGI is the franchisor of business centers that provide customized print and marketing solutions to businesses, which operate under the trade name and service mark “AlphaGraphics®.” AGI began offering franchises for AlphaGraphics business centers in 1986. As of December 31, 2023, there were 231 business centers (no company-owned centers) operating under the AlphaGraphics® brand in the United States and 21 in other countries. AGI has never offered franchises in any other line of business.

Our affiliate, PostNet International Franchise Corporation (“PIFC”), is a Nevada corporation formed on October 27, 1992. PIFC’s principal business address is 143 Union Boulevard, Suite 600, Lakewood,

Colorado 80228. PIFC is the franchisor of businesses that provide a broad array of printing and document services, graphic design, marketing services, shipping, packaging and mailing services, and other related business services under the trade name and service mark “PostNet®.” PIFC began offering franchises for PostNet® centers in July 1993. In the past, PIFC allowed certain franchisees to operate under the trademarks “PostNet Express” or “ShipNet,” but PIFC no longer offers franchises under those brands. As of December 31, 2023, there were 201 franchised centers (no company-owned centers) operating under the PostNet® brand (of those, 1 franchise in Nevada operate under the trademark “PostNet Express”) in the United States and its territories.

Certain services that we may provide to you may be provided by departments or personnel of us or our affiliates who simultaneously provide the same or similar services to the franchisees and licensees of our affiliates (including WO UK, AGI, and/or PIFC). Some services are performed for us or our affiliates and/or either of our franchisees on a shared service or combined basis (including, for example, utilizing the same or shared personnel) or in conjunction with the performance of the same, similar, or different services on behalf of our or our affiliates’ company-owned, company-operated, licensed, or franchised businesses. Any service may be provided to us, our affiliates, and/or franchisees on a shared service basis, including but not limited to accounting and tax preparation, cash management and treasury, audit-related, human resources, legal, procurement, information technology, real estate, office support, insurance, network sales and operations, retail network development, learning and development/training, and marketing services. We and our affiliates may also provide services and programs to our franchisees, and to our affiliates and/or their licensees and franchisees. Many of the same corporate personnel responsible for providing services to our franchisees and licensees also may provide services and programs to us, our affiliates, and/or their franchisees and licensees. We and our affiliates may also utilize the same vendors for a particular service provided by third parties. We reserve the right to allocate costs, personnel, and other resources among any combined or shared services or programs. To the extent we agree to provide any support or services to you (including any support or services that we delegate to others as described in this paragraph), we alone—and not any of our affiliates—ultimately will be responsible for providing any such agreed-upon support or services to you.

In April 2009, MBE Worldwide S.p.A. acquired the Mail Boxes Etc. brand, know-how and related business outside of the United States and Canada from United Parcel Service of America, Inc. and Mail Boxes Etc., Inc., both Delaware corporations. MBE Worldwide S.p.A. offers Master License rights and agreements for the Mail Boxes Etc. system outside of the United States and Canada, for packing, shipping, printing and logistics services (the “MBE Business”). MBE Worldwide S.p.A. and its affiliates do not offer such services, through franchises or otherwise, in the United States or Canada, except through the ownership of PIFC and under the PostNet® brand and through the ownership of AGI and under the AlphaGraphics® brand. MBE Worldwide S.p.A. is not affiliated with, and does not do business as, Mail Boxes Etc. in the United States and Canada. As December 31, 2023, MBE Worldwide S.p.A. has 46 master franchisees and 14 trademark licensees outside of the United States and Canada for the performance of the MBE Business. Otherwise, MBE Worldwide S.p.A. does not offer franchises in any line of business.

Sistema Italia 93 S.r.l. is an affiliate with a principal business address of Viale Lunigiana 35/37, Milan Italy 20125 (“Sistema Italia”). Sistema Italia franchises the Mail Boxes Etc. system in Italy for the MBE Business under a Master License Agreement, and has done so since June 1992. As of December 31, 2023, Sistema Italia has 600 franchises in Italy. Sistema Italia has been operating its own Mail Boxes Etc. location in Milan, Italy since April 1993.

MBE Deutschland GmbH is an affiliate with a principal business address of Bundesallee 39-40a 10717 Berlin, Germany (“MBE Deutschland”). MBE Deutschland franchises the Mail Boxes Etc. system in Germany for the MBE Business under a Master License Agreement, and has done so since November 2002. As of December 31, 2023, MBE Deutschland has 154 franchises in Germany. MBE Deutschland has been

operating its own Mail Boxes Etc. location in Berlin, Germany since 2003. As of December 31, 2023, MBE Deutschland also operates 2 of its own Mail Boxes Etc. locations in Berlin, Germany.

MBE France SARL is an affiliate with a principal business address of 37 Bis rue du Général Leclerc - 92130 Issy Les Moulineaux, France (“MBE France”). MBE France franchises the Mail Boxes Etc. system in France for the MBE Business under a Master License Agreement, and has done so since January 2014. As of December 31, 2023, MBE France has 92 franchises in France. As of December 31, 2022, MBE France also operates two of its own Mail Boxes Etc. locations in Paris, France.

MBE Spain 2000 S.L. is an affiliate with a principal business address of Gran Via de led Corts Catalanes, 129-131, Pl. 12, 08014, Barcelona, Spain (“MBE Spain”). MBE Spain franchises the Mail Boxes Etc. system in Spain and Portugal for the MBE Business. MBE Spain offers franchises in Spain under a Master License Agreement, and has done so since October 1999. MBE Spain offers franchises in Portugal under a Master License Agreement, and has done so since May 2015. As of December 31, 2023, MBE Spain has 257 franchises in Spain and 21 franchises in Portugal.

MBE Poland Sp.z.o.o. is an affiliate with a principal business address of ul.Domaniewska 39A - 02-672 Warsaw, Poland (“MBE Poland”). MBE Poland franchises the Mail Boxes Etc. system in Poland for the MBE Business under a Master License Agreement, and has done so since January 2014. As of December 31, 2023, MBE Poland has 34 franchises in Poland.

On March 1, 2021, MBE Worldwide S.p.A acquired an indirect controlling interest in Pack & Send Systems Pty Limited (“Pack & Send”). Pack & Send has a principal business address of MFive Industrial Park Unit 3C, 1 Moorebank Avenue, Moorebank, NSW 2170. Pack & Send offers agreements for the Pack & Send system outside of the United States and Canada, for courier and freight resale and associated services (the “Pack & Send Business”). Pack & Send also franchises the Pack & Send system in the United Kingdom and New Zealand under Master License Agreements, and has done so since 2008. On February 29, 2023, MBE Worldwide S.p.A acquired an indirect controlling interest through World Options Holdings Limited in the master franchisee in the United Kingdom, Pack & Send UK Ltd., which has a principal business address of 3a Tournament Court, Tournament Fields, Warwick, Warwickshire, England, CV34 6LG. On May 9, 2023, MBE Worldwide S.p.A. acquired the total controlling interest in the master franchisee in New Zealand, BF Maro Investments Limited, a New Zealand private limited company with a principal address of c/o Sarah Roberts, 132 D St Stephens Avenue, Parnell, Auckland 1052, New Zealand. Pack & Send, Pack & Send UK Ltd., and its Australian affiliates do not offer services, through franchises or otherwise, in the United States or Canada. As of December 31, 2023, there are 128 franchised Pack & Send Businesses in Australia, 21 in New Zealand, and 21 in the United Kingdom.

On March 31, 2021, MBE Worldwide S.p.A acquired the total controlling interest in Mail Boxes Etc. (UK) Limited, an English private limited company with a principal business address of 15 Cromwell Park, Banbury Road, Chipping Norton, Oxfordshire, OX7 5SR, England. Mail Boxes Etc. (UK) Limited franchises operate the Mail Boxes Etc. system in the United Kingdom and Ireland for the MBE Business under a Master License Agreement, and have done so since 1997. As of December 31, 2023, Mail Boxes Etc. (UK) Limited has 136 franchises in the United Kingdom and 4 in Ireland.

On March 22, 2021, MBE Worldwide S.p.A acquired the total controlling interest in MultiCopy Netherlands B.V., a Dutch private limited company with a principal business address of Transistorstraat 7, 1322 CJ Almere, The Netherlands. MultiCopy Netherlands B.V. franchises operate the MultiCopy system in The Netherlands and has done so since 1981. As of December 31, 2023, MultiCopy Netherlands B.V. had 42 franchises in The Netherlands.

Except as described above, we, our predecessors, and our affiliates do not offer franchises in any other line of business, and we do not engage in any other business.

Description of the Franchised Business

We offer franchises for the operation of a business offering international and domestic shipping and freight services and may include other transportation services we may develop using one or more international or domestic carriers under the name “World Options®” (“Franchised Business” or “World Options Business”). World Options Businesses operate under the “World Options®” trade name and service mark and the other trade names, service marks, trademarks, logos, emblems, and other indicia of origin that we designate to identify Restaurants operating under the System (collectively, “Marks”).

World Options Businesses operate according to the World Options proprietary business format and system (“System”), which includes our techniques, methods, and procedures for the establishment, management, and operation of World Options Businesses, including our confidential information, our operations manual, our trademarks, and other business standards and policies, all of which we may change, improve, further develop, or otherwise modify. Under the System, you are allowed to provide discounted online domestic and international transportation services using our designated carriers. You may also use our other freight transportation services as developed by us. Under the System, we invoice World Options customers, and pay the carrier from the amounts we collect from customers on your behalf and pay the balance to you, after deducting our agreed royalty and other fees and costs.

You will operate your Franchised Business under our current franchise agreement (“Franchise Agreement”), which is attached to this Disclosure Document at Exhibit A. You may operate one Franchised Business for each Franchise Agreement you sign. You will be responsible for establishing or growing the World Options brand. You may operate your business from your home or you may operate from a commercial location. You do not receive compensation for orders developed by us or other franchisees.

In addition to you, certain provisions of the Franchise Agreement also apply to your owner(s) or principal(s). Your owner(s) or principal(s) will be personally bound by various obligations under the Franchise Agreement, including confidentiality, indemnification, and non-compete obligations. In addition, we require your owner(s) to jointly and severally guarantee your obligations to us under the Franchise Agreement, including your payment obligations.

Competition and Market

The general market for international and domestic shipping, freight, and other related services is well-developed and highly competitive. World Options Businesses are not seasonal in nature. You will be required to source and compete for potential customers in the United States. You will typically compete with other established shipping companies and freight brokers. There are many competitors from large national or regional chains to small independent local operators, carrier companies and discount carrier companies, which may include carriers under contract by us. You may also encounter competition from other World Options Businesses operated by us or other franchisees. You will also face normal business risk that could have an adverse effect on your Franchised Business. These include industry developments, such as pricing policies of competitors and suppliers, interruptions in transportation, and supply and demand.

Industry-Specific Laws

You are required to follow all laws and regulations which apply to businesses generally, like the Americans with Disabilities Act, Federal Wage and Hour Laws, the Occupation, Health and Safety Act, and data security and privacy obligations. You must investigate local zoning rules to see if you can operate from your home; there may be limitations on where you located your Franchised Business. You should be aware of federal, state, and local environmental laws about the disposal of waste materials and packaging. Further, the Federal Aviation Administration, the Federal Maritime Commission, and the Federal Highway

Administration have laws and regulations as well as some states that may affect the services offered by your Franchised Business.

You must obtain all necessary permits, licenses, and approvals to operate your Franchised Business. Some states may have specific laws or regulations concerning the operation, pricing, packaging, transportation, shipment, taxation, or other aspects of the transportation promotion and sales industries. World Options Businesses will not need additional permits or licenses when they use our primary shipping carrier. World Options Businesses that offer freight and other transportations using other carriers may be required to obtain additional permits or licenses. For example, the Federal Highway Administration, the Federal Maritime Commission, and the Federal Aviation Administration have various laws and regulations regarding obtaining licenses and/or insurance if you sell, offer, or arrange ground, ocean, or air freight. There may be other regulations that establish certain standards, specifications, and requirements that must be followed by you. You alone are responsible for investigating, understanding, and complying with all applicable laws, regulations, and requirements applicable to you and your Franchised Business despite any advice or information that we may give you. You should consult with a legal advisor the potential effect of these laws and regulations and/or other requirements when evaluating your purchase of a franchise.

The details of state, county, and local laws and regulations vary from place to place. You must research these matters. Please be aware that the changes in these laws may increase the cost to operate your business. You are solely responsible to determine what local or state regulations, permits, and licenses you will need to comply with and/or obtain to conduct the Franchised Business in a particular state, city, or town. Each Franchised Business must comply with all federal, state, and local laws and regulations, and we encourage you to become familiar with these specific laws and regulations, as applicable in your state, by consulting your legal and other advisors.

ITEM 2 BUSINESS EXPERIENCE

Chief Executive Officer: Stewart Michael Butler

Mr. Butler has served as our Chief Executive Officer since our inception in February 2016. He is the founder of our affiliate, WOL, and has served as its Chief Executive Officer since July 2005. He is also a Director for World Options Systems Limited. Mr. Butler is currently located in Lancashire, United Kingdom.

Chief Financial Officer: James Andrew Edwards

Mr. Edwards has served as our Chief Financial Officer since August 2023. He served as our Chief Operating Officer from July 2022 through July 2023, and as our Chief Financial Officer from our inception in February 2016 until July 2022. He likewise served as WOL's Chief Financial Officer from July 2013 until July 2022, Chief Operating Officer from July 2022 through July 2023, and resumed his position as Chief Financial Officer in August 2023. He is also a Director for World Options Systems Limited. He maintains an office in Utah County, Utah.

Chief Operating Officer: Dale Myska

Mr. Myska has served as our Chief Operating Officer since August 2023. He has also served as Executive Vice President of Network Sales for AGI and PIFC since August 2020. From December 2019 to August 2020, Mr. Myska served as PIFC's Chief Operating Officer. From August 2018 to December 2019, Mr. Myska served as PIFC's Vice President of Retail Network Development.

Director: Samuele Spaccia

Mr. Spaccia has served as a Director of us, World Options Holdings Limited, Mail Boxes Etc. (UK) Limited, SIID Limited, WOL, World Options Systems Limited, and WO UK. since July 2022. He has served as a Director of AGI since October 2017 and as its Vice President since October 2017, Secretary since October 2018, and Treasurer since October 2020. Since April 2017, Mr. Spaccia has also served as a Director of PIFC, as well as PIFC's Secretary since December 2019 and its Treasurer since October 2020. Since June 2019, Mr. Spaccia has also served as a Director, and the Treasurer and Secretary, of Print Speak. Since May 2019, Mr. Spaccia has also served as a Director and the Chief Executive Officer and Treasurer of AGI Direct. Mr. Spaccia has also served as Chief Financial Officer of MBE Worldwide S.p.A., located in Milan, Italy, since March 2014. Since March 2017, Mr. Spaccia has served as Vice President, Director and Secretary of U.S. Business Holdings, Inc. ("USBH"). Mr. Spaccia also served as Sole Director of E-Partecipazioni S.r.l., located in Milan, Italy, from February 2017 to October 2018, and as its liquidator from October 2018 until around November 2020, and as Chairman of the Board of Directors of Eurocubia S.r.l., located in Milan, Italy, since June 2017. Mr. Spaccia has also served as Director of MBE Deutschland GmbH, located in Berlin, Germany, since July 2019. Mr. Spaccia has also served as Director of Pack & Send and its following affiliates since March 2021: Aus Business Holdings Co. Pty Limited; Pack & Send Holdings Pty Limited; and Pack & Send Online Pty Limited. Mr. Spaccia has also served as a Director of Prestashop SA, located in Paris, France, since November 2021. Mr. Spaccia has also served as a Director of MBE Australia Pty LTD since September 2021. Mr. Spaccia has also served as a Director of Pack & Send UK Ltd and Pack & Send Trading Ltd since February 2023. He served as a Director and Treasurer of Wet Ink Corporation from May 2019 to May 2022. In May 2023, Mr. Spaccia became a Director for BF Maro Investments Limited. Mr. Spaccia is currently located in Milan, Italy.

Director: Giuseppe Rudi

Mr. Rudi has served as a Director of us, World Option Holding Limited, Mail Boxes Etc. (UK) Limited, SIID Limited, World Option Limited, World Option System Limited, and World Options (Franchise) Ltd. since July 2022. He has served as a Director of AGI, PIFC, and USBH since September 2019, and as Executive Vice President of AGI, PIFC, and USBH since December 2019. Mr. Rudi has also served MBE Worldwide S.p.A. since 2014, in various roles, including the following: Group MBE Chief Operating Officer since January 2020; MBE Brand Chief Operating Officer from May 2017 to December 2019; and Director from April 2016 to February 2020. Mr. Rudi has also served as an officer or director for various companies, including: Director of Pack & Send UK Ltd and Pack & Send Trading Ltd, since February 2023; President of Jonathan & Assist S.r.l., in Brescia, Italy, since January 2018; President of CZ Mail S.r.l. in Mantova, Italy, since December 2019; President of Forama S.r.l. in Pesaro, Italy since July 2019; Director and CEO of Eurocubia S.r.l. in Milan, Italy since June 2017; Director of MBE Deutschland GmbH, in Berlin, Germany, since February 2019; President and CEO of Marcana 2017 SL in Barcelona, Spain from July 2017 to December, 2020, which company was merged into MBE Spain 2000 SL in December 2020; Sole Director of MBE Gesdirect SL from April 2018 to present; Director of MBE Spain 2000 SL in Barcelona, Spain since Director 2020; President of MAS Milano SRL in Milan, Italy since December 2021; President of GEL Proximity SRL in Milan, Italy since April 2022. Mr. Rudi is currently located in Milan, Italy.

Director: Paolo Cominone

Mr. Cominone has served as a Director of us, World Options Holdings Limited, Mail Boxes Etc. (UK) Limited, SIID Limited, WOL, World Options Systems Limited, and WO UK since July 2022. He has also served as a Director of Pack & Send UK Ltd and Pack & Send Trading Ltd since February 2023. Mr. Cominone has also served as Director of Pack & Send and its following affiliates since March 2024: Aus Business Holdings Co. Pty Limited; Pack & Send Holdings Pty Limited; Pack & Send Online Pty Limited; and BF Maro Investments Limited. Since February 2016, Mr. Cominone has served as Director and member of the Board of Directors of Sistema Italia 93 S.R.L. He has also served as Director of Jonathan & Assist S.R.L. since January 2018, as Director of Forama S.R.L. since July 2018, as Director of CZ Mail S.R.L.

since December 2019 and as Director of MAS Milano S.R.L. since December 2021. Additionally, Mr. Cominone serves as Region Vice President of MBE Worldwide S.p.A. since October 2015. He is currently located in Milan, Italy.

Director of Franchise Development: Gerald Steen

Mr. Steen has served as our Director of Franchise Development since August 2023. Prior to joining us, he served as the Vice President of Franchise Development for Property Management Inc. from January 2022 to January 2023, in Denver, Colorado. From January 2013 to December 2021, he was the Regional Vice President for Realogy Holdings Corporation, in Denver, Colorado.

General Counsel and Secretary: Alexandra Williams

Ms. Williams has served as our General Counsel and Secretary since August 2023. She has also served as General Counsel for AGI, PIFC, and USBH since February 2023. Prior to joining us, Ms. Williams was Senior Corporate Attorney at Church Mutual Insurance Company, S.I., headquartered in Merrill, Wisconsin with an office in Denver, Colorado, from August 2018 to February 2023.

Unless otherwise stated above, each individual listed in Item 2 maintains an office at our headquarters in Lakewood, Colorado.

**ITEM 3
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4
BANKRUPTCY**

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

**ITEM 5
INITIAL FEES**

Initial Franchise Fee

When you sign the Franchise Agreement, you will pay us an initial franchise fee (“Initial Franchise Fee”) of \$42,000 as follows: (1) \$24,000 is due and payable when you sign the Franchise Agreement, and (2) the remaining balance of the Initial Franchise Fee will be due and payable ninety (90) days after the Effective Date of the Franchise Agreement.

We currently offer a reduced Initial Franchise Fee under the following circumstances:

1. If you (or each and every one of your owners if you are an Entity) are (a) an honorably discharged United States veteran or the spouse of an honorably discharged United States veteran, and (b) you are a new franchisee (that is, the Franchise Agreement is your first franchise agreement with us and neither you nor any affiliate is an existing franchisee of ours as of the Effective Date), the amount of your Initial Franchise Fee described above will be reduced by twenty percent (20%); that is, you will pay an Initial Franchise Fee of \$33,600.
2. If you (or each and every one of your owners if you are an Entity) are (a) a United States citizen and a woman, and (b) you are a new franchisee (that is, the Franchise Agreement is

your first franchise agreement with us and neither you nor any affiliate is an existing franchisee of ours as of the Effective Date), the amount of your Initial Franchise Fee described above will be reduced by twenty percent (20%); that is, you will pay an Initial Franchise Fee of \$33,600.

3. If you (or each and every one of your owners if you are an Entity) are (a) a United States citizen and a member of an ethnic minority group, and (b) you are a new franchisee (that is, the Franchise Agreement is your first franchise agreement with use and neither you nor any affiliate is an existing franchisee of ours as of the Effective Date), the amount of your Initial Franchise Fee described above will be reduced by twenty percent (20%); that is, you will pay an Initial Franchise Fee of \$33,600.

From time to time, we may offer other special incentive programs at our discretion.

Initial Marketing Fee

When you sign the Franchise Agreement, we reserve the right to collect an initial marketing fee ("Initial Marketing Fee") of \$10,000. The Initial Marketing Fee will be used to retain an approved lead generation firm to help you identify leads for prospective customers. You must cooperate with such lead generation firm. You will use such identified leads, along with other prospecting methods required or recommended by us, to build your pipeline of qualified potential customers.

Initial Training Fee

When you sign the Franchise Agreement, you will pay us an initial training fee ("Initial Training Fee") of \$7,000 for initial training for you (or your Managing Owner) plus your Certified Manager. You will pay all travel, hotel, incidentals, and living expenses related to you or your manager's training.

The Initial Franchise Fee, Initial Marketing Fee, and Initial Training Fee are fully earned and non-refundable when paid, and (except for the discounts noted above) are uniformly applied. Such fees must be paid in full via certified check or wire at the time of signing.

**ITEM 6
OTHER FEES**

Type of fee ¹	Amount ²	Due Date ³	Remarks
Royalties (Ongoing)	Thirty-five percent (35%) of Gross Margin in connection with services related to full truckload (“FTL”) freight shipping; Fifteen percent (15%) of Gross Margin in connection with services related to less-than-truckload (“LTL”) freight shipping; and Twenty-five percent (25%) of Gross Margin in connection with all other products and services offered by Franchisee or the Franchised Business, including, without limitation, any small package international or domestic shipping services.	See Remarks	We provide billing and collection services for your Franchised Business. All Customer and other payments for your products and services must be paid directly to and collected by us. If you collect any Customer or other payments directly, you must send us the full amount collected. From these collections (which represent your Gross Sales), we will: (i) pay out Carrier costs and fees owed by you in connection with the products and services at issue; (ii) deduct and collect all fees and payments owed to us or our Affiliates, including Royalties, Marketing Fund Contributions, and other fees or payments owed under this Agreement or the Operations Manual; (ii) pay any credit card charges, collection costs, bank charges, and other related third-party fees, costs, or expenses owed by you in connection with the products and services at issue, as provided in the Manuals; and (iv) remit the remaining balance to you at the time and in the manner specified in the Operations Manual. Currently, such remittances occur twice per month, though we reserve the right upon prior written notice to you to issue such remittances once per month. To facilitate the calculation, collection, and payment of Royalties and Marketing Fund Contributions, we will forward to you, or provide you with electronic access to, a Gross Margin Report (as defined below), including our calculation of your Gross Sales, Gross Margin, and Royalties, Marketing Fund Contributions, and other fees and amounts payable to us or by us in connection with your Franchised Business. In addition, you must immediately report to us if you receive any amounts directly (including Customer or other payments), as set forth in the Manuals. These amounts must be forwarded to us in full. You must also provide us, upon request, a report of the financial activity of the immediately preceding month showing all monies received or accrued, sales, or other services performed that are not included under our standard billing and collection services, and such other information concerning your financial affairs, as we may reasonably require. For purposes of the Franchise Agreement, such information will be referred to as the “Gross Margin Report.”
Marketing Fund Contribution (Ongoing)	2% of Gross Margin	Same manner and time as Royalties, commencing once Franchisor establishes a Marketing Fund	Franchisor may adjust the required Marketing Fund Contribution upon thirty (30) days’ prior Notice to Franchisee (e.g., increase the percentage of Gross Margin to be contributed); provided, any increased Marketing Fund Contribution will not exceed four percent (4%) of your Gross Margin.

Type of fee ¹	Amount ²	Due Date ³	Remarks
Independent Advertising and Business Promotion (Ongoing)	0.5% of Gross Margin	Must be spent each calendar quarter on approved advertising, marketing, and promotional activities	Franchisor may adjust the required Independent Marketing Expenditure upon thirty (30) days' prior Notice to Franchisee, provided that any increased Independent Marketing Expenditure will not exceed one percent (1%) of your Gross Margin.
Managed Services Fee (Ongoing)	\$400 per month, plus \$0.36 per shipment, currently ⁴	On the last day of each calendar month, commencing 90 days after execution of the Franchise Agreement.	The Managed Services Program fee is a monthly fee paid to us for our Managed Services Program. Our Managed Services Program offers our franchisees preferred pricing for various services from us, our affiliates, and/or a number of outside third-party vendors based on business we provide to them through our System. Under the Program, you pay for mandatory and optional services. We aggregate the amounts due to us, our affiliates, or the third-party vendors for various services. You pay us a monthly fee based on the aggregate services that you receive and shipments placed. This fee may be adjusted periodically based on increases in service costs and/or if we offer updated, additional, different mandatory or optional services. Franchisor may collect the Managed Services Fee as a deduction from Franchisee's Gross Margin. See Note 4.
Transfer Fee (if applicable)	\$5,000	Due at the time we grant our conditional consent to the transfer or when the transferee-franchisee signs the agreement, whichever is earlier.	The Transfer Fee will be \$750 if the Transfer would not result in a change of Control of Franchisee. Payment of the Transfer Fee will relieve the transferee-franchisee of the obligation to pay the Initial Franchise Fee.
Transfer Assistance Fee (if applicable)	5% of greater of closed sales price or any commission associated with sale	Due at same time as Transfer Fee	Due if you request our assistance with selling your franchise.
Renewal Fee (if applicable)	\$5,000	Upon renewal, due at least (30) days before the expiration of the term of the Franchise Agreement	
Network Conference Registration Fee (Ongoing)	Then-current fee (currently \$750 per person)	Upon registration	You or your Managing Director are required to attend each network conference for the entire duration of the conference. If you do not attend the conference, you will be charged the full registration fee. See Note 5.
Interest (if applicable); Late Fee (if applicable)	Interest is the lesser of (i) eighteen percent (18%) per annum; or (ii) the maximum contract rate of interest permitted by law in the state in which the Franchised Business is located. In addition to the interest charges, we reserve the right to charge a late fee of \$25, or the maximum rate applicable by law, for each delinquent payment that you owe to us	When billed	Interest is due on all overdue amounts. We may also charge a late fee for each delinquent payment.

Type of fee ¹	Amount ²	Due Date ³	Remarks
Audit & Legal Fees (if applicable)	Actual Costs	When billed	Includes our costs of making an audit or examination. Due only if you fail to timely furnish required information or understate the Gross Sales or Gross Margin for any month are understated by greater than 1%. See Note 6.
Additional or Refresher Training (if applicable)	Then-current fees (currently \$500 per day per trainer)	Payment is due when services are provided	You are solely responsible for the compensation, travel, lodging and living expenses you, your Managing Owner, and your other managers incur. If you request in-person assistance at your premises, you must pay the trainer for the time spent at our then-current hourly rate, plus reimbursement to us for the trainer's travel, lodging, and food expenses.
Liquidated Damages (if applicable)	Two (2) years of Royalties calculated as follows: the average monthly Royalties of the immediately preceding twenty-four (24) months of Royalties that were due from you, multiplied by twenty-four (24), or if you have operated for less than twenty-four (24) months, the average monthly Royalties of all of the immediately preceding months in which you have operated, multiplied by twenty-four (24).	On or before the termination date of your Franchise Agreement	
Insurance (if applicable)	Cost of Insurance	Payable before opening	If you fail to obtain and maintain required insurance, we may immediately obtain insurance and you must promptly reimburse us for costs and premium we incur.
Indemnification Expenses (if applicable)	All costs associated with your obligation to indemnify	On demand if applicable	You are required to indemnify us against and reimburse us for certain claims, losses and expenses arising out of, from, or related to your operation of your Franchised Business, or your breach of the Franchise Agreement.
Non-Compliance Fees (if applicable)	2% of Gross Margin	On demand, following your failure to cure a default, in the same manner and time as Royalties.	If an Event of Default occurs under the Franchise Agreement and you fail to timely cure such Event of Default, we may, at our option, charge a non-compliance fee in the amount of 2% of Gross Margin payable to us in the same manner as the Royalties. The Non-Compliance Fee will continue until the Event of Default is cured.

Explanatory Notes:

1. Except for the product and service purchases described in Item 8 and as otherwise indicated, all fees are imposed and collected by and payable to us. All fees are non-refundable. All fees are uniformly imposed unless otherwise noted. Sales tax is not included in these fees but may be payable.
2. We may periodically increase all of the specific dollar amounts referenced above or in the Franchise Agreement, but no more than once during a fiscal year, to reflect increases in the Metropolitan Area Consumer Price Index ("CPI") for Urban Consumers -- All Items (1982 - 1984 = 100) as published

by the U.S. Department of Labor or in a successor index. This percentage increase will be uniform for all franchisees. All references to dollars in this Disclosure Document and its attachments mean U.S. dollars.

3. You must participate in the electronic funds transfer program under which we automatically deduct the amounts you owe us from the account you designate and/or we directly deposit your share of customer payments collected by us to you. We will deduct or deposit these amounts on the day indicated. Our “Authorization for Direct Payments” is Exhibit G. If we allow you to pay via credit card any fees or other amounts owed to us, you will be solely responsible for also paying (or reimbursing us for) any third-party merchant fees associated with such credit card payment.
4. The Managed Services Program fee covers certain mandatory programs that are part of our Managed Services Program. The fee currently covers the costs of these mandatory programs, which currently are: central billing services, collection services, and your access to related software (including our Portal). The Managed Services Program fee may also cover certain optional services that we elect to offer as part of our Managed Services Program that you chose to receive through the Managed Services Program. As a franchisee in our System, you may take advantage of preferred pricing for various optional services from a number of outside third-party vendors based on business we provide to them. You must pay for the optional services you choose. At present there are no optional services included in the Managed Services Program. You will pay us a monthly Managed Services Program fee based on the aggregate mandatory and optional (if any) services that you receive.

We may make changes to the mandatory and/or optional services encompassed in the Managed Services Program fee at any time. We reserve our right to require additional or substitute mandatory services, to change required vendors for certain mandatory services, and/or to remove certain services from the list of mandatory services (or make such services optional) encompassed in the Managed Service Program fee. Such changes, which could occur at any time, may result in changes to the amount of your Managed Service Program fee. In addition, the amounts charged for both mandatory and optional services may change from time to time at any time. The precise amount of your monthly Managed Services Program fee may change at any time if there are changes to the programs and services included in the Managed Services Program or amounts charged by third-party vendors for such programs and services. The programs and services included in the Managed Services Program will change over time based on our requirements and your feedback.

Managed Services Program fees are payable on the last day of each calendar month, starting the ninety days following execution of the Franchise Agreement. The fee is calculated based on the granting of access to each of the mandatory and selected optional services. We may collect the Managed Services Fee as a deduction from your Gross Margin.

5. Our network conference is generally held once a year in varying locations in the United States and typically lasts 1 - 2 days. Our network conference offers classes taught by subject-matter experts, demonstrations and visual displays, which introduce franchisees to the newest technologies emerging in the industry and teach marketing and strategic skills to help build our franchisees’ businesses. It also provides robust peer-to-peer (formal and informal) learning opportunities. Portions of our network conference may be held jointly with other brands of our affiliates. We reserve the right to conduct all or part of our network conference via teleconference, video conference, or through other remote/virtual means.

6. Audit fees are determined by the condition of your records, the volume of records and transactions, the scope of work necessary, travel time and costs, length of time necessary to conduct the audit, and other unpredictable elements.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of payment	When Due	To Whom Payments Is to be Made
Initial Franchise Fee	\$42,000 (Notes 1 & 2)	Two payments	\$24,000 at signing, remainder 90 days after signing	Us
Initial Training Fees	\$7,000 (Notes 1 & 2)	Lump Sum	At signing	Us
Initial Marketing Fee	\$10,000 (Notes 1 & 2)	Lump Sum	At signing	Us
Travel, lodging, food and other expenses while training	\$2,500 - \$5,000	As incurred	During training	Airlines, hotels, and restaurants
Equipment, computer hardware and supplies	\$2,500 - \$3,000 (Note 3)	As incurred or leased	As negotiated	Suppliers
Misc. Opening Costs	\$2,000 - \$3,000 (Note 4)	As incurred	As incurred	Suppliers, utilities, business licenses and permits, insurance, etc.
Franchise Ledger Reserve Buffer	\$5,000 (Note 5)	As incurred	As incurred	Reserve for suppliers
Advertising - 3 Months	\$500 - \$1,000 (Note 6)	As incurred	As incurred	Us and suppliers
Additional Funds – 3 Months	\$4,000 - \$6,000 (Note 7)	As incurred	As incurred	Hired suppliers, accountants, employees, etc.
Initial Inventory	N/A			
Real Property	N/A			
TOTAL	\$75,500 - \$82,000 (Note 9)			

Explanatory Notes:

1. Unless otherwise stated, these amounts are non-refundable. These estimates do not include the cost to purchase the business of one of our existing franchisees under a transfer, which may substantially increase your initial investment. Sales tax is not included in these fees but may be payable.
2. We describe the Initial Franchise Fee, Initial Training Fee, and Initial Marketing Fee in Item 5. We are not currently collecting the Initial Marketing Fee, but reserve the right to do so.
3. This includes the purchase of a computer, software, phone, office furniture and supplies.
4. These miscellaneous costs include legal fees, business entity organization expenses, employee training, insurance and licenses. We strongly recommend that you hire a lawyer, accountant, or other professionals to advise you on this franchise offering. Rates for professionals can vary significantly based on locale, area of expertise, and experience.
5. We retain this amount from collections as a reserve to offset carrier costs in the future.

6. This estimates the cost of advertising for the first 3 months after opening. You must determine what type of marketing is best for your location and circumstance with our approval.
7. This estimates other additional funds that you may initially require. If sales are low, you also need to budget extra for salaries and labor. Employee compensation is between you and your employee and may vary widely. In addition, you need to include an amount payable to you. This amount is not included in our estimate. We have relied on the experience of our principals and franchisees to compile these estimates.
8. We expect that you will operate your Franchised Business remotely as a home-based business, and the above estimate is based on this expectation. Nevertheless, if you voluntarily choose to do so, you may rent your own commercial space from which to operate the Franchised Business. If you rent space for your office, rental rates will vary based on the location and size of the office premises. You will likely incur costs for a lease deposit and applicable utility deposits. You should investigate all real estate costs thoroughly before signing a lease if you decide to rent space for your office.
9. These figures are estimates for the development of one Franchised Business and we cannot guarantee that you will not have additional expenses starting your Franchised Business. Your costs will depend on factors such as: how well you follow our methods and procedures; your management skill; experience and business acumen; local economic conditions; the local market for our products or services; the prevailing wage rate; competition; and the sales level reached during the initial period. In addition, inflation may impact various costs. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us, we require immediate payment. We do not offer direct or indirect financing for any item (see Item 10).

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases and Approved Suppliers

You must operate your Franchised Business according to our system, including purchasing or leasing certain items or services according to our specifications, from approved suppliers, which could be us or our affiliates. You must not deviate from these methods, standards, and specifications without our prior written consent.

You may only work with approved carriers within the World Options network. You may not purchase or contract for any other carrier for transport, freight, or other services without our written consent. We have entered into a contract with a carrier for international shipping services and may enter into additional carrier contracts and supplier agreements for items or services purchased by our franchisees. Currently GlobalTranz is an approved carrier for less-than-truckload (“LTL”) freight shipping. We negotiate and provide all carrier contracts. Carriers may require you to use their software and/or specific products or services they specify. Carriers may require you to enter into an agreement directly with such carriers. You must follow all policies and procedures and meet minimum carrier sales required by the carriers. We have the right to modify or eliminate any existing agreements or to sign, modify or eliminate new carrier and/or supplier agreements in our business judgment based on the quality of their services and products, locations, pricing, and other factors. If an international carrier terminates its agreement with us and we do not have a replacement carrier for the services, we have the right, in our business judgment, to terminate your franchise agreement taking into account all products, services, carriers used by you and other factors. Upon termination, all post-termination obligations of your franchise agreement shall remain in place and be enforceable.

You are also required to purchase any and all products and services as may be designated in our manuals in accordance with our specifications and follow our manuals for all carrier and supplier policies, procedures, and program we establish. You must purchase, lease, license, sublicense, or otherwise obtain from suppliers that we designate or approve (which may be us or our affiliate) or according to our specifications: (1) billing and collection services and related software; (2) uniforms, shirts, memorabilia, and all merchandise and items intended for retail sale (whether or not bearing our Marks); (3) marketing, advertising, and other printed promotional materials; (4) business cards; (5) insurance; and (6) all other goods and/or services as we require. We reserve the right to require that all items bearing our trademark be purchased from us or other sources designated or approved by us.

We reserve the right for us or an affiliate to be an approved supplier or the only approved supplier of any of the items listed in the above table. Additionally, we reserve the right to require that all items used in the operation of your business be purchased from us or other sources designated or approved by us. At present, we are the only approved supplier of collections services, and our affiliate, WO UK, is the only approved supplier of billing services and related software. In addition, we and franchisees of our affiliates AGI and PIFC are approved (but not the sole approved) suppliers of business cards and marketing materials. Information concerning approved and designated suppliers will be communicated to you via the Operations Manuals. Some suppliers may require you to enter into a separate agreement with them.

For all freight, transportation services, and products, you must place all customer orders to the carriers through our system. All customer and other payments will be made to us. As provided in the manuals, under our billing and collection software and system, all of your carrier shipments, services, and products are paid for through us from customer payments we collect. You must assure that you have sufficient customer payments to pay the weekly carrier costs. Failure to do so may result in a notice of default to you and/or we may immediately suspend your access to carrier services. You may not provide your carrier rates, or access to your carrier rates, to any other business or entity.

Occasionally, you may be required to buy special promotional items from us or from suppliers we name regarding a promotional program or marketing strategy. You also must purchase, promote, and market certain services and goods from carriers and suppliers designated by us. In addition, we have entered into contracts and may enter into other contracts with carriers for items or services purchased by our franchisees. Pursuant to these arrangements or contracts, you will be required to purchase these items or services from our approved suppliers.

You must purchase, lease, license, or sublicense the computer software we require for your Franchised Business, including Microsoft Office, malware software, and our billing and collection software. We do not currently require any particular hardware or point-of-sale systems.

All advertising, promotional, and marketing materials, programs, and website changes must be approved by us prior to your use of them, unless we have prepared or previously approved them. This includes any changes, subtractions, or additions to our trademarks. You may not use any advertising or promotional materials that we have not approved or that do not include the copyright, trademark registration and other notices we designate.

The then-current list of approved suppliers and specifications will be made available to you before you begin your operations. Where we have designated an approved or required supplier, you must deal only with suppliers approved by us. You may be assessed fines and charges, in accordance with our manuals for purchasing, using, or selling unapproved products or using unapproved or undesignated suppliers.

You may purchase items and services for which we have not identified approved suppliers from any supplier, if the items and services meet our minimum standards and specifications. These standards and specifications will be set forth in the Operations Manual, and may include brand requirements. If brand

requirements have been identified, you may purchase and use only approved brands. We may modify these standards and specifications, as well as the other standards and specifications discussed in this Item 8, by providing you with written notification.

Other than as stated above, there is no obligation for you to purchase or lease any goods or services regarding the establishment or operation of the Franchised Business from us or our affiliates or designated sources.

Some of our officers own an indirect interest in us. Otherwise, no officer of ours currently owns any interest in any approved supplier, although we reserve the right to designate, as an approved supplier, any supplier in which any of our officers owns an interest.

Our specifications for products and criteria for supplier approval are generally issued through written communications and are available to franchisees and approved suppliers. Our specifications include standards for delivery, performance, quality, design, and appearance. We may make changes or alterations in the standards and specifications for approving suppliers. We will use our business judgment in setting and modifying specifications to maintain quality and integrity of the World Options brand and franchise system.

Insurance

You must purchase and maintain at your own expense the insurance coverage that we require from acceptable underwriters and brokers. Currently you must maintain at a minimum the insurance coverage described below, but the insurance requirements may change in the future. Insurance policies are subject to our approval. This coverage must insure us and you against any liability from the Franchised Business. Current coverage requirements are as follows:

(1) comprehensive general liability insurance, including products liability, property damage, and personal injury coverage with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate;

(2) worker's compensation, employer's liability limits of: bodily injury by accident at least \$1,000,000 each accident; bodily injury by disease \$1,000,000 policy limit; bodily injury by disease at least \$1,000,000 each employee;

(3) other insurance to meet the greater of all applicable statutory requirements or the then-current minimum levels of coverage as we may periodically require;

(4) commercial property insurance policy, including, at a minimum, fire, vandalism, theft, burglary, garage keepers and extended coverage insurance with primary and excess limits of not less than one hundred percent (100%) replacement value of the Franchised Business facility and fixtures, equipment and inventory;

(5) business interruption/time element coverage in such amounts as we may periodically require either as a component of or an endorsement to a commercial property insurance policy; and automobile liability insurance for owned and non-owned business vehicles including personal injury, wrongful death and property damage with coverage of at least \$1,000,000 per occurrence.

All insurance policies will:

(1) be issued by an insurance carrier(s) we designate or that meets our then-current minimum standards (currently AM Best Rating of at least A-, Class VII);

(2) will name us and our affiliates and their respective officers, directors and employees as additional insured;

(3) contain a waiver of the insurance company's right of subrogation against us;

(4) contain the above-mentioned insurance coverage for each Franchised Business that you operate unless otherwise approved by us;

(5) provide that we will receive 30 days' prior written notice of any material change in or termination, expiration or cancellation of any policy; and

(6) as applicable, include primary and non-contributory endorsement or language in form and content as we periodically require.

We periodically may, with prior written notice to you, increase the minimum liability protection requirements, modify the policy, endorsement, and other requirements, and require different or additional kinds of insurance to reflect inflation or changes in standards of liability. If you at any time fail to maintain in effect any insurance coverage we require, or to furnish satisfactory evidence thereof, we, at our option, may obtain insurance coverage for you. You agree to promptly sign any applications or other forms or instruments required to obtain any insurance and pay to us, on demand, any costs and premiums we incur. You will provide us with a copy of the certificate of insurance in compliance, insurance policy endorsement and other evidence of compliance with these requirements as we periodically require at least two (2) weeks before you commence operations of the Franchised Business. In addition, you will provide to us a copy of the certificate of or other evidence of the renewal or extension of each insurance policy.

Approval of Alternative Suppliers

If we require an item or product to be purchased from an approved supplier and you wish to purchase it from a supplier we have not approved, you must submit to us a written request for approval or request the supplier itself to do so. We may grant or deny approval for a proposed supplier at our option. You must provide to us the proposed alternative supplier's name, qualifications, and any other information we request, as well as samples, to enable us to evaluate whether the proposed item or product complies with our standards and specifications and whether the supplier meets our criteria. We also have the right to inspect the supplier's operational facilities. You will bear all actual expenses incurred by us in connection with determining whether we will approve an item, service, or supplier. You must reimburse us for the costs that we incur in the supplier approval process, including the facility inspection. Any such costs or reimbursements are not refundable, regardless of whether or not we approve a supplier. We may consider the following general criteria in deciding whether a supplier may be designated as an approved source: the ability of the supplier to make the product to our standards and specifications; a willingness by the supplier to cooperate and work with you and other franchisees; the supplier's production and delivery capabilities; the financial condition of the supplier; the ability and willingness of the supplier to train you and us on the effective and safe use of the product; and the supplier's professional competence and performance abilities. We will attempt to notify you of our approval or disapproval within a reasonable time, generally 90 days after receipt of the written notice, requested information and samples, and facility inspection. The request will be deemed rejected if we do not approve the request in writing within such 90-day period. You may not purchase or lease the item, product, or service from the supplier until and unless we have approved the supplier in writing. We can revoke our approval of any supplier at any time upon 30 days' written notice to you.

Revenue from Franchisee Purchases and Payments from Approved Suppliers

Neither we nor our affiliates currently derive revenue or other material consideration from required purchases or leases that you make from us or from our affiliates, but we and our affiliates reserve the right to do so in the future. We or our affiliates have the right to retain all such amounts received based on your direct purchases or leases, and have the right to use such amounts without restriction for any purpose we or our affiliates deem appropriate. In the fiscal year ending December 31, 2023, we and our affiliates did not receive any payments from our franchisees for required purchases or leases of products or services.

We or our affiliates reserve the right to derive revenue or other consideration from your dealings with approved suppliers in the form of rebates, cash payments, discounts, promotional allowances, and/or other payments based on franchisees' purchases from such approved suppliers. We or our affiliates reserve the right to retain all of the rebates, commissions, or other consideration we or they are paid, and have the right to use these amounts without restriction (unless we or our affiliates agree otherwise with the supplier) for any purpose we or our affiliates deem appropriate. In addition, we may charge carriers and other approved suppliers a fee to attend and sponsor conferences or other systemwide or regional events. For the fiscal year ending December 31, 2023, neither we nor any of our affiliates received any such payments or other consideration from any approved supplier based on franchisees' purchases or leases of required products or services from such approved supplier.

Percentage of Total Purchases Represented by Required Purchases

We estimate that the cost of required purchases or leases you must make from approved suppliers or in accordance with our specifications will represent approximately 5% to 7% of your overall initial investment to establish and open the Franchised Business and will represent approximately 90% to 95% of your overall ongoing expenses for the operation of the Franchised Business.

Cooperatives

Currently, there are no purchasing or distribution cooperatives. We may establish strategic alliances, preferred vendor programs, purchasing programs, buying groups, or purchasing or distribution cooperatives. If we do, we may make such programs available to you and/or may require you to participate in such programs.

Negotiated Purchases

We negotiate arrangements with carriers for delivery of your international and domestic freight shipments, including rates and terms for the benefit of the World Options system, including us, our affiliates, and our franchisees. We may, from time to time, negotiate purchase arrangements with certain other approved suppliers for the benefit of the System, including us and company- or affiliate-owned World Option Businesses and franchised World Option Businesses.

Material Benefit

We do not provide any material benefits to franchisees based on purchase of particular products or services or use of particular approved suppliers, although we reserve the right to do so. We reserve the right not to grant franchises or confer other benefits to any franchisee, for any reason or no reason, which may include the failure to follow and support our System, including its recommended or required purchase of particular products or services, or use of particular suppliers.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
(a) Authorized Location selection and acquisition/lease	Sections 2.1 and 4 of Franchise Agreement	Items 1, 7, 8, 11, and 12
(b) Pre-opening purchases/leases	Sections 4.3, 4.4, and 10.3 of Franchise Agreement	Items 5, 7, 8, and 11
(c) Authorized Location development and other pre-opening requirements	Sections 4 and 10 of Franchise Agreement	Items 7, 8, 11, and 12
(d) Initial and ongoing training	Section 5 of Franchise Agreement	Items 1, 11, and 15
(e) Opening	Sections 4 and 4.5 of Franchise Agreement	Item 11
(f) Fees	Sections 3.2.4, 5.1- 3, 6, 6.2, 6.5, 6.6, 6.7, 6.8, 6.9, 6.11, 6.13, 7.5, 8.3, 10.3, 10.7, 10.12, 19.14, 19.15 of Franchise Agreement, and Section 4.6 of Schedule C (Guaranty and Assumption of Obligations)	Items 5, 6, and 7
(g) Compliance with standards and policies/operating procedures	Sections 2.1, 5.2.5.6,.7.1, 10, and 14 of Franchise Agreement	Items 1, 8, and 11
(h) Trademarks and proprietary information	Sections 2.4.2, 7.2 -7.6, 8.16, 8.2, 8.3, 10.7, 16, 17, and 19.5 of Franchise Agreement	Items 1, 11, 12, 13, and 14
(i) Restrictions on products/services offered	Sections 1, 2.3, 3.3,7.3, 8.2, and 10 of Franchise Agreement	Items 8, 11, 12, and 16
(j) Warranty and customer service requirements	Section 10 of Franchise Agreement	Items 1 and 16
(k) Territorial development and sales quotas	Sections 2.1 and 3.2.2 of Franchise Agreement	Items 12
(l) On-going product/service purchases	Sections 5.2.,5.6, 6.5, 7.3, 9.2, 10, and 11.5 of Franchise Agreement	Items 8 and 11
(m) Maintenance, appearance and remodeling requirements	Sections 4.3, 10.5, and 17.1.9 of Franchise Agreement	Item 11
(n) Insurance	Section 10.9 of Franchise Agreement	Items 6, 7, 8, and 11
(o) Advertising	Section 1 and 11 of Franchise Agreement	Items 6, 8, and 11
(p) Indemnification	Sections 6.12 and 9 of Franchise Agreement	Item 6
(q) Owner's participation/management/staffing	Sections 3.2.3, 5., 9.2, 10.8, and 20.1 of Franchise Agreement	Items 1, 11, 15, and 17
(r) Records/reports	Section 12 of Franchise Agreement	Items 8 and 11
(s) Inspections/audits	Section 13 of Franchise Agreement	Item 6 and 11
(t) Transfer	Section 15 of Franchise Agreement	Items 5, 7, and 17
(u) Renewal	Section 3.2 of Franchise Agreement	Item 17
(v) Post-termination obligations	Sections 15.3.10 and 17 of Franchise Agreement	Item 17
(w) Non-competition covenants	Sections 14, 15.3 and 17 of Franchise Agreement, Section 2 of Schedule C (Guaranty and Assumption of Obligations)	Item 17
(x) Dispute resolution	Sections 18 and 19 of Franchise Agreement and Section 2 of Schedule C (Guaranty and Assumption of Obligations)	Item 17

Obligation	Section in Agreement	Disclosure Document Item
(y) Other: Guaranty	Sections 2.5 and 15.2 of Franchise Agreement Schedule C (Guaranty and Assumption of Obligations)	Items 1 and 15

ITEM 10 FINANCING

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

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

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

Pre-Opening Obligations

Before you open your Franchised Business:

1. We will provide you with the names of approved and designated carriers and other suppliers, and written specifications for required products or services. We may change carriers and/or renegotiate the terms of our carrier agreements at any time. (Franchise Agreement – Sections 4 and 10.)
2. We will provide you the “Operations Manual,” which include our mandatory and advisory policies, procedures, and other information and resources, of which we may make available digitally. The manual is confidential, is and will remain our property, and may be used by you only in association with the World Options Franchised Business and only during the term of the franchise agreement. You must keep your copy of the manual at your Franchised Business site at all times. You must keep the contents of the manuals confidential. The table of contents for our Operations Manual are included in Exhibit E. The total number of pages for our Operations Manual is 138 (Franchise Agreement – Section 5.6.).
3. We will provide an initial training program to you or your Managing Owner and one additional management-level employee you designate and we approve to attend training. (Franchise Agreement – Section 5.1.) We describe this training later in this Item.

Continuing Obligations

During your operation of the Franchised Business, we will:

1. Provide you with support and services for the Franchised Business as we deem appropriate. Operating assistance may include advice regarding the following: (a) products and services authorized for sale at your Franchised Business; (b) updates to approved supplies and suppliers; (c) updates to the Operations Manual and System Standards; (d) marketing assistance and sales promotion programs; and (e) establishing and operating general administrative, sales and operating procedures to properly operate a World Options Business. We will provide guidance through our Operations Manual, System Standards, and bulletins, by electronic transmission and/or during telephone consultations or in person at our office or the Franchised Business. (Franchise Agreement – Section 5.6. and 10.8.)
2. Provide you, at your request, special training or other assistance for an additional charge. We also

periodically will offer optional programs on specific aspects of operating World Options Businesses. (Franchise Agreement – Section 5.3.) (See Items 6 and 11.)

3. We will provide you an Operations Manual and access to our System Standards, including the materials and information for use in operating World Options Businesses. The Operations Manual and System Standards will contain mandatory and suggested specifications, standards, and operating procedures. (See Item 8.) We may modify and update the Operations Manual and System Standards periodically to reflect changes in procedures. (Franchise Agreement – Section 5.6. and 10.8.)
4. Provide our billing and collections services, as well as access to the billing and collections software. (Franchise Agreement – Section 10.12.)
5. Issue, modify, and update System Standards for World Options Businesses. (Franchise Agreement – Section 10.7.)
6. Inspect and observe the Franchised Business's operations to assist you in complying with the Franchise Agreement, the Operations Manual, and all System Standards. (Franchise Agreement – Section 13.)
7. Establish and administer funds for marketing or similar programs. You must contribute to the Marketing Fund on a monthly basis. (See Item 6.) We will direct all advertising and marketing programs under the Marketing Fund. (Franchise Agreement – Section 11.) For additional information, see "Advertising" below.
8. Hold or sponsor network conferences and/or meetings relating to new services, new operational procedures or programs, training, business management, sales or sale promotion or similar topics, including any system-wide teleconferences or web-conferences. (Franchise Agreement – Section 5.5.)

We will have the right, in our sole discretion, to allocate costs, personnel, and other resources among any combined programs. We may delegate the performance of any service to our affiliates or a third party, and such delegates will have the right to perform any such obligations, utilizing the same or shared personnel, for or on behalf of our or our affiliate's or our delegate's company-owned, company-operated, licensed, or franchised businesses, which may be in competition with your Franchised Business. (Franchise Agreement – Section 5.7.)

Estimated Length of Time Before Operation

We estimate the length of time between the signing of the franchise agreement with the accompanying payment of the initial franchise fee and the opening of your Franchised Business is 30 to 45 days. Factors affecting this length of time usually include equipping your office, completion of required training, financing arrangements (if any), and local ordinance compliance. You cannot begin operating the Franchised Business until: (1) you notify us of the proposed premises for the Franchised Business, which may be your home; (2) training is complete; (3) you have paid all amounts due to us; (4) we have received copies of all required insurance policies or other evidence of the required insurance coverage and payment of premiums; and (5) we have received verification that you comply with all applicable laws, regulations, codes and ordinances and that you have received all necessary permits, as we deem necessary or appropriate in our determination. Subject to these requirements, you must begin operating the Franchised Business at the premises within 90 days after you sign the Franchise Agreement. The premises you select will be identified in Schedule A to the Franchise Agreement. We will not assist you in locating a site for your business. That is your sole responsibility. You may operate your Franchised Business from your home

office as allowed under local ordinances. We do not prepare demographic studies or otherwise evaluate or guarantee the potential success of your proposed site. We do not lease properties to you, and we do not assist you in negotiating the purchase or your lease of your site. You must adapt your Franchised Business to our general specifications at your own expense, in strict accordance with local zoning, state and federal laws, rules and regulations. We do not require remodeling or decorating of the premises. If you do not meet these requirements to timely open and begin operation of your Franchised Business, then we can terminate your Franchise Agreement and retain the initial fees. (Franchise Agreement – Sections 2.1, 4.5, 6.1, 6.2, and 16.1.)

Advertising

Marketing Fund

We may establish a Marketing Fund. If and when we establish a Marketing Fund, you will pay to us for deposit into the Marketing Fund a fee in the amount of two percent (2%) of your Franchised Business' Gross Margin ("Marketing Fund Contribution"). We can adjust the required amount of the Marketing Fund Contribution upon 90 days' prior notice to you; however, the Marketing Fund Contribution will not exceed four percent (4%) of Gross Margin.

The Marketing Fund Contribution is due and payable at the same time as the Royalties and are based on Gross Margin. All Marketing Fund Contributions will be placed into the Marketing Fund, which we will manage. The primary purpose of the Marketing Fund is to maximize recognition of the Marks and patronage of World Options Businesses. We and our affiliates will not contribute to the Marketing Fund. We will direct all finances regarding the Marketing Fund, and we have the sole right to decide the creative concepts, materials and endorsements used and their geographic, market, and media placement and allocation. Reasonable disbursements from the Marketing Fund will be made to pay expenses we incur in connection with the general promotion of the Marks and the System, including for lead generation, sales promotion and business development programs, creative design costs to produce marketing and advertising materials, the cost of formulating, developing and implementing advertising, and marketing promotional materials; programs and efforts to increase patronage of World Options Businesses and business development; and the reasonable costs of directing and administering the Marketing Fund, including the cost of employing advertising agencies to assist us and providing promotional brochures and advertising materials to World Options Businesses, as well as accounting expenses and the actual costs of salaries and fringe benefits paid to our employees engaged in administration of the Marketing Fund. The Marketing Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Marketing Fund. We cannot ensure that you or any individual franchisee will benefit directly or on a pro rata basis from the future placement of any such advertising in the area near its premises. We may spend in any fiscal year an amount greater or less than the aggregate contributions of World Options Businesses to the Marketing Fund in that year. We have no obligation to conduct advertising, or to spend any amount on advertising, near your premises or in any particular geographic area. We do not currently purchase national advertisements, but reserve the right to do so in the future. We require Marketing Fund Contributions to be collected before our payment of Marketing Fund related services. We may, through the Marketing Fund, furnish you with approved marketing plans and materials on the same terms and conditions as we impose on plans and materials we furnish to other World Options franchisees. We will determine the methods of advertising, media employed, and scope, contents, terms and conditions of advertising, marketing, and promotional programs. (Franchise Agreement – Section 11.1.).

Once established, we will account for the Marketing Fund separately from our other funds and not use it for any of our general operating expenses, except for reasonable salaries, travel expenses, administrative costs and overhead we incur in administering the Marketing Fund and each of its programs, including conducting market research, preparing and updating marketing databases, preparing advertising, marketing and public relations materials and collecting and accounting for Marketing Fund Contributions. We may

spend in any fiscal year less than the total contribution of all World Options Businesses in that year, and we will reserve (in cash, by investment, or otherwise) any surplus for future use. We will use all interest earned on Marketing Fund Contributions to pay for costs before using Marketing Fund's other assets. We will not use Marketing Fund Contributions for advertising that principally is a solicitation for the sale of franchises. The Marketing Fund is not audited. Once established, we will prepare an annual statement of Marketing Fund Contributions and expenses and give the prior fiscal year's statement to you on written request. We may incorporate Marketing Fund Contributions or operate it through a separate entity whenever we deem appropriate, and that entity will have all of the rights and duties described in this Disclosure Document. The Marketing Fund Contributions will not be used to solicit new franchise sales.

Although we will try to use the Marketing Fund to develop programs, databases, and materials and to develop and place advertising that will benefit all World Options Businesses, your Franchised Business might not benefit directly or in proportion to its Marketing Fund Contributions from the development and placement of advertising and the development of marketing materials and databases.

We can form, change, or dissolve the Marketing Fund at any time. If the Marketing Fund terminates, we will return all unspent monies on the date of termination to franchisees participating in such fund or program, and to us and our affiliates, in proportion to their and our respective contributions during the previous 12-month period. We can use collection agents and begin legal proceedings to collect amounts owed to any fund at the fund's expense and forgive, waive, settle, and compromise all claims by or against a fund. We assume no other direct or indirect liability or obligation to you for maintaining, directing or administering any fund.

Advertising Council

We have not established a franchisee advertising council. While none is anticipated at this time, we reserve the right to establish an advertising council in the future. If established, we may form, change, dissolve, or merge any advertising council(s).

Local and Regional Marketing

You must actively market, promote, develop, and advertise your Franchised Business.

In addition to the Marketing Fund Contribution described above, you must spend at least the amount we designate, which is currently 0.5% of Gross Margin and which will not exceed 1% of Gross Margin, during each calendar quarter on "approved" advertising, marketing, and promotional activities for your Franchised Business in the United States. We can adjust the quarterly independent advertising spend requirement upon ninety (90) days' notice, but it will not exceed 1% of your Gross Margin. Within thirty (30) days after the end of each calendar quarter you will provide us with an accounting of the funds that you have spent for approved independent advertising for the preceding quarter. If you do not spend the minimum amount required under Section 11.2. of the Franchise Agreement during a calendar quarter for approved independent advertising, you will deposit with us the difference between what you should have spent for approved advertising during the quarter and what you actually spent for approved advertising during the quarter. We will deposit that amount in the Marketing Fund. (Franchise Agreement – Section 11.2.)

You will not be required to participate in any local or regional advertising cooperative.

Other Marketing Information

Upon signing the Franchise Agreement, you must pay us an Initial Marketing Fee of \$10,000. The Initial Marketing Fee will be used to retain an approved a lead generation firm to help you identify leads for prospective customers. You must cooperate with such lead generation firm. It is expected that you will use such identified leads, along with other prospecting methods required or recommended by us, to build

your pipeline of qualified potential customers. (Franchise Agreement – Section 11.6.) We are not currently collecting the Initial Marketing Fee, but reserve the right to do so.

You will use your best efforts to promote and advertise the Franchised Business and will participate in all advertising and promotional programs we establish in the manner we direct. You must, at your expense, list and advertise the Franchised Business in any online directories we direct, using our standard forms of listing. The cost of such advertising will be credited towards your independent advertising obligations. We may develop, and make available to you, business media planning assistance. If we do so, you must use our recommended media plan in promoting the Franchised Business or otherwise develop, and obtain our advance written approval to, an alternative media/promotion plan. In addition, you will use only our approved advertising and promotional materials approved by us in promoting the Franchised Business. We may provide you with samples of marketing materials developed by us and provide to you new marketing techniques as developed. If you desire to use any advertising or promotional materials in promoting the Franchised Business which we previously have not approved, you must obtain written approval from us before using any such materials, which approval will not be unreasonably withheld. If we do not respond within fifteen (15) days from the date we receive your proposed materials, you may use such materials provided they otherwise comply with this Agreement. If we later determine that your advertising materials do not satisfy our then-current advertising and promotional standards, you will immediately cease using such materials upon written notice from us. You will have the right to advertise and sell your products and services at the prices you determine, provided such prices are consistent with our general marketing and advertising guidelines. You may promote your Franchised Business and participate in social media campaigns in accordance with our written policies and procedures.

You cannot use any Mark as part of any domain name, electronic address, digital address, user name, search engine, listing or online marketing, including but not limited to metatags, keywords, and adWords that you maintain on the Internet, the World Wide Web, social media or other online sites, or any other similar proprietary or common carrier electronic delivery systems, unless and then only to the extent that we authorize you to do so. We currently provide you with a website for your Franchised Business, and may permit you to link to our website located at www.worldoptions.com. (Franchise Agreement – Section 7.)

Franchisee Referral Program

We currently offer a program by which, under certain circumstances, we provide a referral bonus to existing franchisees who refer to us a new prospect that signs a new franchise agreement within 12 months of the referral. The prospect must be new to the World Options franchise system and cannot be an existing franchisee of us or any of our affiliates. The referral bonus will be \$3,500 if the prospect executes a new franchise agreement. A transferring franchisee is not eligible to receive a referral bonus in connection with the transfer of its own franchise agreement. We may change or discontinue the program at any time. Franchisees who receive financial incentives to refer prospective franchisee leads to us may be required to register as franchise brokers or franchise sales agents the laws of certain states. If applicable law requires an existing franchisee to register as a franchise broker or franchise sales agent under such circumstances, such existing franchisee will not be eligible to receive any referral bonus unless and until such existing franchisee is first registered as a franchise broker or franchise sales agent. The role of existing franchisees who refer prospective franchisees to us ends with the referral and such referring franchisees may not participate in the franchise sales process in any manner, including validation. Existing franchisees that make such referrals do not have the authority to bind us to any agreement, to negotiate on our behalf, to make any representations, or to solicit or accept funds on our behalf.

Computer System and Software

You must purchase, lease, license, sublicense, or subscribe to the computer software we require for your Franchised Business, including Microsoft Office, anti-virus and malware software, and our billing and

collection software (known as our Portal). Access through us to our Portal software is covered by the Managed Services Fees, as described below. You are responsible for obtaining appropriate Microsoft Office, anti-virus, and malware software on your own. In addition, you will be required to use only the standardized profit and loss statement templates and balance sheet templates that we will provide you. You must upgrade or update to the latest standards for required software as we direct. You may be required to purchase a license to the most current software version of each required software package. There are no contractual limitations on the frequency and cost of this obligation. At this time we do not require that you buy or use any specific electronic cash registers or computer systems, and you may use any computer system you choose as long as it can operate the required software. (Franchise Agreement – Sections 4.4 and 10.5.)

Beginning 90 days after you sign your Franchise Agreement, you must pay us a monthly Managed Services Fees, which covers, among other things, your access to our billing and collection software known as our Portal. The current Managed Services Fee, which is subject to change upon prior notice to you, is \$400 per month plus \$0.36 per shipment. (See Items 6 and 8.) We may make changes to the mandatory and/or optional services encompassed in the Managed Services Programs fee at any time. We reserve our right to require additional or substitute mandatory services, to change required vendors for certain mandatory services, and/or to remove certain services from the list of mandatory services (or make such services optional) encompassed in the Managed Service Program fee. Such changes, which could occur at any time, may result in changes to the amount of your Managed Service Program fee. In addition, the amounts charged for both mandatory and optional services may change from time to time at any time.

We estimate that your combined computer software and hardware costs to purchase, lease, license, sublicense, or subscribe to a computer and the required software to begin operation of your Franchised Business will range from \$2,500 to \$3,000, plus your ongoing costs (including the Managed Services Fee) related to your access to and use of the software as described.

You will be solely responsible for the cost of ongoing maintenance, updating, upgrading, and support contracts for your computer system, including any required software. Neither we, any affiliates, nor any third parties are responsible for such costs. You must, at your own expense, upgrade, update, or replace required software whenever needed, and we have no obligation to assist you in replacing, updating, or upgrading hardware, software, or related services. There are no contractual limits on the frequency or cost of your obligation to obtain such updates. We estimate your annual cost of maintenance, updating, upgrading, and support contracts related to the computer system will be at least \$50 to \$100. The precise cost of maintenance, updating, upgrading, and support contracts related to your computer system cannot be estimated at this time because it will depend on, among other factors, the computer system you select, your repair history, local costs of computer maintenance and service in your area, and technological advances that we cannot predict.

We will have the ability to access independently all information and data input via the required billing and collections software, including customer information and data. There are no contractual limitations on our right to access such information. We may use such information for any purpose. Upon termination or expiration of the Franchise Agreement for any reason, you must deliver to us and cease use of all customer information and e-commerce information, including customer purchase histories, contact information, digital files, templates, and other materials provided to you by, or collected by you from, customers. (Franchise Agreement – Sections 13.2. and 16.) We may use such information as we see fit after termination or expiration, including providing it to another franchisee.

We do not currently require you to buy or use any specific computer system, hardware, or point-of-sale system in the operation of your World Options Business. At the present time, we do not require you to buy or use a specific computer system in the operation of your Franchised Business. Therefore, we do not know all other hardware or software that will be needed, whether such would become our proprietary property or

that of a third party, the brand, the type or principal functions necessary for this system or who would provide maintenance, repairs, upgrades or updates to the system, if you would be required to upgrade or update the hardware or software and how much all of this would cost – both initially and on an annual basis. If a computer system is implemented before the time you are required to open your Franchised Business, we will require you to purchase or lease the computer system from a designated supplier. We are not required to maintain, repair, update and/or upgrade your computer system.

Training and Operating Assistance

You (or if you are an entity, your Managing Owner) must attend and successfully complete to our satisfaction, an initial training program on the operation of a Franchised Business at our headquarters. A total of two seats for attendees (you or your Managing Owner if you are an entity, and your Certified Manager) are included in your Initial Transfer Fee, which covers the class attendance fee, but you are solely responsible for the compensation, travel, lodging and living expenses of your attendees while attending training. We estimate such expenses to range from \$2,500 to \$5,000 per trainee. Any other management-level employees you request may attend training upon our authorization, subject to payment of the then-current training fee for each such manager (currently \$500 per trainee per day). You (or your Managing Owner) are required to complete the initial training program to our satisfaction at least five (5) business days before start operating your Franchised Business. Successful completion will be determined by our trainers but may include demonstrating knowledge of basic policies and procedures, carrier requirements, daily operations, record keeping, computer system competency, marketing, sales, and customer services (Franchise Agreement – Section 5.1.)

Thereafter, after the Franchised Business opens, we will provide training (at our headquarters) to any replacement Managing Owner or Certified Manager at your expense at our then-current fee. You are solely responsible for the compensation, travel, lodging and living expenses you, your Managing Owner, and your other managers incur in attending any initial or replacement training programs. If, at any time, the Managing Owner or Certified Manager is replaced with another, we must approve the replacement and this individual must successfully complete the new franchisee training programs as determined at our option. Replacement training will be at your expense, including then-current training fees, travel, hotel, and incidentals. We reserve the right to conduct all or part of any training via teleconference, video conference, or through other remote/virtual means. (Franchise Agreement – Section 5.1.)

We can terminate the Franchise Agreement if you or the Managing Owner does not successfully complete our initial training program prior to commencing operations of the Franchised Business. (Franchise Agreement – Sections 5.1., 6.2. and 16.1.) You must pay the Initial Training Fee and all expenses that you or your Managing Owner, and any additional attendees incur, including, without limitation, travel, lodging, meals, entertainment, and salary. (See Item 5.) (Franchise Agreement – Sections 5.1 and 6.2.)

We may require you (or your Managing Owner) or Certified Manager to attend any additional and refresher training programs that we designate (including, without limitation, if you fail any inspection, commit an operational default, or fail to satisfy minimum carrier sales obligations). If we require (or you request) such additional or refresher training or assistance, you must pay us our then-current fees and you will reimburse us for the travel, lodging, and living expenses of our personnel or designees. You are solely responsible for the compensation, travel, lodging and living expenses you, your Managing Owner, and your other managers incur in attending any additional or refresher training programs. At our sole option, such additional or refresher training or assistance may take place at your Franchised Business, at another World Options Business, at our training facility, at another location we designate, or online, via teleconference or video conference, or through other remote or virtual means.

We will provide additional assistance and guidance through our Operations Manual, System Standards, or other written materials, telephone conversations and/or meetings via online video platform (Zoom, Google

Meet, Teams, etc.) or in person in connection with an inspection of the Franchised Business. We reserve the right to charge you a fee for any additional assistance we provide.

In-person training is generally held at our headquarters in Lakewood, Colorado, though we reserve the right to conduct any trainings virtually, remotely, or at the premises of any World Options Business. You will also have access to any online trainings we may develop. Carriers you work with may require you to participate in training with their carrier representative.

We offer initial training at regular intervals throughout the year, including generally once per month. The subjects, hours, and locations of our initial training program are as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Pre-Induction Training - Core Systems Introduction - Carrier Introduction	4	0	Virtual
New Owner Operations Training Introduction to World Options; history of overnight industry; introduction to sales techniques; managing a franchise: - Successful mindset - Market Knowledge - Carrier Training - The World Options Sales Process - Identifying Prospective Shipping Clients - DUP Checking - Profiling Potential Customers - Live Prospecting and Sales Calls - HubSpot CRM - Admin Portal - Customer Setup - Invoice Comparisons - Pricing Groups - Customer Portal - Quick Quote - Booking Process - Tracking - Ship Manager	20	0	US Headquarters (Lakewood, CO)
Basic Sales Training 1) Role play and test: - Sales process - Sales skills - Cold calls - Product knowledge - Selling via telephone and virtual platforms 2) Building a Sales Plan 3) Developing and executing a sales prospecting plan 4) Activities and disciplines for prospecting assessment	5	0	US Headquarters (Lakewood, CO)

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
5) Proposal knowledge 6) Setting appointments with new potential customers			
World Options Marketing Strategies - Define your target audience: understand who your ideal customers are, their needs, and preferences - Set clear goals: establish specific, measurable objectives for your marketing efforts - Analyze the Market: research competitors, industry trends, and customer behavior - Craft a unique value proposition: clearly communicate your story, what sets your product or service apart	5	0	US Headquarters (Lakewood, CO)
Development Program - 1:1 sessions with Franchise Development Manager - Self-Learning & Live Application Training: lead generation, system applications, shipment pricing and processing, sales process applications	30 (2.5 hours per week average)	30 (2.5 hours per week average)	Virtual

The hours provided above are approximate and are subject to change. Initial training uses printed and electronic instructional materials. We may modify the curricula and/or course content at our discretion. We reserve the right to conduct all or part of any training programs via teleconference, video conference, or through other remote/virtual means.

Initial training may be provided by the following instructors: James Edwards, our current Chief Financial Officer who has 15 years of experience in shipping (11 years with the World Options brand); Dale Myska who has 19 years of experience in shipping (with World Options brand since August 2023); Clain Udy, who has 29 years of experience in developing and managing training infrastructure (with World Options brand since March 2024); and/or Richard Ormerod, WO UK's Director of Training in the United Kingdom who has 13 years of experience in shipping (13 years with the World Options brand). We can change the training personnel as necessary. We anticipate that training personnel will have at least one year of experience in the area for which they provide training.

We currently provide you with ongoing coaching assistance at headquarters or remotely during the first six months after you start your business. During this time, our representative will work with you to assist you with the various aspects of your business. If you request in-person assistance at your location, you must pay the trainers for the time spent at our then-current hourly rate, which is currently five hundred dollars (\$500) per day per trainer, plus reimbursement to us for the trainer's travel, lodging, and food expenses.

After your World Options Business opens, any new or replacement Managing Owner or Certified Manager must be trained at your expense within 7 days of hire. You must pay our then-current fee for any replacement, additional, or refresher training, and you will bear the costs of travel, food, lodging and salaries of your employees during this training. Our current fee for this replacement, additional, or refresher training is \$500 per trainee per day. As an alternative, we may, at our election, train your Managing Owner or Certified Manager at your place of business for a fee of at least \$750 per trainer per day, plus you will

reimburse us for the travel, food, lodging, and living expenses for each trainer. We may conduct all or part of any training at your Franchised Business, at another World Options Business, at our training facility, at another location we designate, or online, via teleconference or video conference, or through other remote/virtual means. (Franchise Agreement – Sections 5.1, 5.3.)

You or your Managing Owner must attend any network conference we may hold or sponsor, generally once per year. You must pay our then applicable network conference registration fee upon registering. If you (or your Managing Owner if you have one) does not attend a network conference, you will be charged for one conference registration fee. You or your Managing Owner (or, with our permission, your Certified Manager) must attend system-wide meetings, teleconferences, or web-conferences that we require, including any meetings relating to new services, new operational procedures or programs, training, business management, sales or sale promotion or similar topics. We reserve the right to charge you a fee to attend any meetings, programs or other trainings we require. We may conduct all or part of our network conference or meetings via teleconference, video conference, or through other remote/virtual means. (Franchise Agreement – Section 5.5.)

ITEM 12 TERRITORY

You will not receive any exclusive, minimum, or protected territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we or our affiliates control.

The Franchise Agreement grants to you the right to operate a single World Options Business from a location of your choice (which may be your home). You will notify us of your proposed premises before executing the Franchise Agreement, and the premises will be identified in Schedule A of the Franchise Agreement. You may not relocate the premises of your World Options Business without our prior written consent, which we will not unreasonably withhold.

The World Options franchise is a non-exclusive license only and does not grant you any exclusive area or territorial rights. You are allowed to sell and distribute services and products to customers located anywhere within the United States by any means approved by us; provided we may restrict your methods and manner of marketing products and services as set forth in the Operations Manual (including, for example, to Exclusive Customers of us, our affiliates, or other franchisees). In addition, we, our affiliates, and other franchisees have the right to market, sell, and develop customers located anywhere in the United States.

In accordance with the standards, policies, and/or procedures that we may specify in the Operations Manuals, we will grant you the exclusive right to sell to and service customers you have initially developed (“Exclusive Customers”). Exclusive Customer status is only available for customers who are primarily sold and serviced by one franchisee over a period of time. You may lose exclusivity on an Exclusive Customer based on the number of orders in a given timeframe. We may reassign an Exclusive Customer if we receive a request from that customer. Exclusive Customer status policies may be updated, modified, or removed at any time by us by updating these policies in the Operations Manual.

As you will not receive any protected territory, no territory is dependent upon achievement of a minimum sales volume, market penetration, or other contingency. You are, however, required to strictly comply with any minimum sales requirements imposed by an approved carrier as set forth in the Operations Manual. Failure to do so may be grounds for termination of your franchise.

We reserve the right to restrict your telemarketing, direct marketing, and other marketing activities. We may restrict your use of the Internet to promote your business to sites which we own, prescribe, or approve. Additionally, we reserve the right to market, sell and service companies that do business in more than one

geographical area (“national accounts”). You may be restricted from providing services and products to such national accounts.

We and our affiliates may do or perform the following without providing any compensation to you:

1. We (or any of our affiliates) can operate and grant to others the right to operate World Options Business or other businesses, including businesses using the World Options® Marks in connection with freight, transportation, or shipping services, at any location on any terms and conditions we choose, regardless of the proximity of the business your premises;
2. We (or any of our affiliates) may use and license others to use other proprietary and non-proprietary marks or methods, including the Marks or other trademarks, whether in alternative channels of distribution or in the operation of a business, at any location, related to the operation of a business which may be the same as, similar to, or different from the business operated at your Franchised Business or to sell products and services (regardless of similarity to products and services sold in your Franchised Business);
3. We (or any of our affiliates) may purchase, merge with, acquire (or be acquired by), affiliate or become associated with (or remain affiliated or associated with), or engage in any transaction with any businesses of any kind, whether competitive or not, wherever located, under other systems and/or other marks, which businesses may operate under such other marks or convert to or operate under the World Options® Marks or other marks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your World Options Business, including under the World Options® Marks, and which may be located anywhere;
4. We (or any of our affiliates) may sell and distribute for ourselves and/or license others to sell and distribute through alternate channels of distribution, including the Internet or other online sites (e.g. as described above), products or services the same as or different from the products and services offered from your Franchised Business, and which are offered and distributed under marks the same as, similar to, or different than the Marks, including as described above;
5. We (or any of our affiliates) may implement national or corporate account programs that allow us, or others, to solicit or sell to customers anywhere, and impose mandatory policies to coordinate such national or corporate account programs; and
6. We (or any of our affiliates) may advertise the System on the Internet or other online sites (or any other existing or future form of electronic commerce), and create, operate, maintain and modify, or discontinue the use of a website using the Marks. We exclusively reserve the Internet or other online sites, including computerized or remote entry ordering systems, as a channel of distribution for us, and you may not independently market on the Internet or through other online sites, or otherwise conduct e-commerce, unless you have received our prior written permission or unless such activities are expressly authorized by the Operations Manual.

Other business concepts owned now or in the future by us or our affiliates using other trademarks may be established in proximity to the premises of your Franchised Business. We or our affiliates may operate or grant franchises for businesses under a different trademark than World Options® that may sell goods or services similar to those that you will offer. These similar goods or services could be other business products and services and may be owned or operated by franchisees of our affiliates. Our affiliates currently own and operate the PostNet and AlphaGraphics brands, which brands may offer similar goods and services as World Options Businesses but under different trademarks.

As noted in Item 1, our affiliate, PIFC, offers franchises for PostNet centers throughout the United States,

its territories, and other countries, and our affiliate, AGI, offers franchises for AlphaGraphics centers throughout the United States, its territories, and other countries. PostNet centers offer a broad array of services including shipping, packaging, graphic design, marketing services, document and mailing services, and other related business services. AlphaGraphics business centers offer customized print and marketing solutions to businesses. PIFC's principal business address is 143 Union Boulevard, Suite 600, Lakewood, Colorado 80228. AGI's principal business address is 143 Union Boulevard, Suite 650, Lakewood, Colorado 80228. We share some office space with PIFC and AGI, and we, PIFC, and AGI use some shared spaces for training and other services, but we, PIFC, and AGI currently maintain separate rooms containing equipment utilized for AlphaGraphics® business centers, PostNet franchised businesses, and World Options franchised businesses. There is no assurance that we will continue to maintain physically separate equipment/demo rooms in the future.

PostNet or AlphaGraphics may offer products and services that are similar to and competitive with those offered by World Options franchised businesses. PIFC or AGI may have or franchise businesses that are physically located near your premises or that solicit or accept orders near you.

We and our affiliates, and our and their franchisees, may advertise and solicit customers for World Options businesses, PostNet Centers, or AlphaGraphics® businesses, as applicable, anywhere (including near your premises). No party is obligated to pay compensation to any other party in connection with soliciting customers from the other party's market or territory.

We do not expect that there will be material conflicts between World Options franchised businesses and operators or franchisees of PIFC or AGI regarding territory, customers, or franchisor support. Although we do not anticipate any conflicts, if any disputes arise, we plan to address them on a case-by-case basis.

Except for PIFC and AGI, neither we nor our affiliates have any present plans to establish other related franchises or company-owned businesses selling the same or similar products or services under a different name or trademark in the United States, although we and our affiliates each reserve the right to do so.

Your Franchise Agreement does not give you any options, rights of first refusal, or similar rights to acquire additional franchises, but you may apply for the right to operate additional World Options Businesses under separate franchise agreements. Each additional franchise agreement will dictate the terms and conditions under which you may own and operate such additional World Options Business.

ITEM 13 TRADEMARKS

The Franchise Agreement grants you the non-exclusive license to operate a Franchised Business under the "World Options" Mark and to use any future Marks we authorize.

The Mark listed in the following table have all been registered on the Principal Register of the U.S. Patent and Trademark Office ("USPTO").

Mark	Registration Number	Registration Date
World Options 	5,277,726	August 29, 2017

We have or intend to file all required affidavits and renewal applications for the Marks listed above.

The registration, taken as a whole, provide coverage for such services domestic and international shipping and freight services and that may include other transportation services.

You must follow our rules when you use the Marks. You must use the Mark as the sole identification of your Franchised Business, but you must identify your Franchised Business as independently owned and operated as we direct. Except as we expressly authorize in writing, you cannot use any Mark (i) as part of your entity or legal business name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than the logos licensed to you), (iii) in performing or selling any unauthorized services or products, (iv) as part of any domain name, electronic address, online sites name, user name, search engine or online marketing, including but not limited to metatags, keywords and adWords that you maintain on the Internet, the World Wide Web, online sites or any other similar proprietary or common carrier electronic delivery systems, unless and then only to the extent that we authorize you to do so, or (v) or in any other manner. You grant us an exclusive and perpetual license to use any trademarks, service marks, slogans, logos and the like related to the Franchised Business and its business that you create or have created during the term of the Franchise Agreement. You may use the Marks on various materials such as business cards, stationery and checks provided you (i) accurately depict the Marks on the materials as we describe, (ii) include a statement on the materials indicating that the Franchised Business is independently owned and operated by you, (iii) do not use the Marks in connection with any other Marks, trade names or service marks unless we specifically approve in writing and (iv) make available to us, upon our request, a copy of any materials depicting the Marks. This license does not cover our Marks, our confidential information or the artwork, information, templates or lists of customers and prospective customers of the Franchised Business, which we own exclusively.

There are no agreements currently in effect which significantly limit our right to use or license the Marks in a manner material to the franchise. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor any pending infringement, opposition or cancellation proceedings or material litigation, involving the principal Marks.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense or indemnify you. We reserve the right to control any litigation relating to the Marks and we will have the sole right to decide to pursue or settle any infringement actions relating to the Marks. You must immediately notify us of any apparent infringement of or challenge to your use of any Mark, and we may take any action we deem appropriate. If we determine that a trademark infringement action requires changes or substitutions to the Marks, you will make these changes or substitutions at your own expense. Further, if it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark(s), or for your expenses of promoting a modified or substituted trademark or service mark.

We do not know of any infringing uses that could materially affect your use of the Proprietary Marks.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents that are material to the franchise, nor do we have any pending patent

applications.

We do not own any copyrights and do not have any pending copyright applications that are material to the franchise. However, we do claim copyright protection and proprietary rights in the original materials used in the system, including our Operations Manual, our corporate website, advertising and promotional materials, training materials, correspondence and communications with our franchisees, and similar items used in operating the franchise.

There currently are no effective determinations of the United States Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements currently in effect which significantly limit our right to use or authorize franchisees to use the copyrighted materials. We have no actual knowledge of any infringements that could materially affect the ownership, use, or licensing of the copyrights. You may not use any of our copyrighted works on the Internet without our written permission. This includes display of the copyrighted works on commercial websites, gaming websites, advertising and promotion websites, mobile applications, and social networking websites. We need not protect or defend copyrights or confidential information, although we intend to do so when we determine this action is in the best interests of the World Options franchise system.

Our Operations Manual and other materials contain our confidential information. This information includes:

Plans, specifications, and strategies for the operation, development, or expansion of World Options Businesses and brand; training materials, programs and systems for franchisees and their personnel; methods, techniques, formats, specifications, standards, systems, procedures, trade secrets, sales and marketing techniques, computer software programs and the data they generate, our policies regarding social media usage and knowledge of and experience in developing and operating World Options businesses; marketing and advertising programs for World Options Franchised Businesses; knowledge of specifications for and suppliers of certain products, services, materials, supplies, equipment, fixtures, furnishings, and transport; customer mailing lists we prepare for you and similar services we offer; carrier rates and discount information; and knowledge of operating results and financial performance of World Options Businesses other than your Franchised Business.

You cannot use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others. However, these restrictions do not apply to information, processes, or techniques that are or become generally known in the industry other than through disclosure (whether deliberate or inadvertent) by you, if you have obtained our prior written consent, which we will not unreasonably withhold, and disclosure of confidential information in judicial or administrative proceedings if you are legally compelled to disclose this information, if you use your best efforts and give us the opportunity to obtain an appropriate protective order.

You grant us an exclusive and perpetual license to use any content, graphics, materials, and the like that you create or have created in connection with your World Options franchise during the term of the Franchise Agreement. This license does not cover our Marks, our confidential information, or the information regarding or lists of customers and prospective customers of the Franchised Business, which we own exclusively. Upon expiration or termination of your franchise agreement, you are required to stop using all customer information. We retain the rights to such information and may use such information as we see fit after termination or expiration, including providing it to another franchisee.

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

The Franchised Business must at all times be under your direct supervision or, if you are an entity, the direct supervision of a Managing Owner who we have approved. If there is more than one owner, the owners must designate in writing one of the owners owning a controlling interest in you as the Managing Owner who will supervise Franchised Business operations and represent you in interacting with us. The Managing Owner must complete our initial training program and refresher training program, if required.

You or your Managing Owner must at all times faithfully, honestly, and diligently perform your obligations and continuously use best efforts to promote, operate, and enhance the Franchised Business. You or your Managing Owner must assume responsibilities on a full-time basis and must not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments or otherwise may conflict with your obligations. At our discretion, we may (but are not required to) give you written approval to allow a manager who is not an Owner and who has successfully completed our initial training program or our training program for managers (the “Certified Manager”) to manage the Franchised Business as described in this paragraph.

You or your Managing Owner (or your Certified Manager, if applicable) will either (1) at all times actively manage the Franchised Business and personally supervise the Franchised Business’s day-to-day operations, in which case you will employ a salesperson to spend a minimum of forty (40) hours per week on outside sales call (i.e. direct face-to-face selling) to new and existing customers of the Franchised Business or (2) spend a minimum of forty (40) hours per week on outside sales calls to new and existing customers of the Franchised Business, in which case you must have a production manager that we approve in writing actively manage operations at of the Franchised Business under the day-to-day supervision of you or your Managing Owner (or your Certified Manager, if applicable).

You and each of your owners will not, during the Term of your Franchise Agreement, directly or as an employee, agent, consultant, partner, officer, director, manager, member, or shareholder of any other natural person or entity, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in, or assist any natural person or entity engaged in any Competitive Business in the United States, except: (i) with our prior written consent; (ii) other World Options Businesses (any freight, shipping, and/or transportation businesses developed and operated under the System and using the Marks) that you operate under and in compliance with other franchise agreements with us; or (iii) the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent (1%) or less of that class of securities. A “Competitive Business” is any business offering, or granting franchises or licenses to others to offer freight, shipping, and/or transport services, or otherwise offering products or services similar to those offered by World Options Businesses or that otherwise competes with World Options Businesses.

Our Operations Manual and System Standards may establish the criteria to approve the selection of the Managing Owner and any Certified Manager, and may also specify standards related to the qualifications, training, dress, and appearance of Franchised Business employees. Except for the Managing Owner, none of your managers nor your other employees are required to have an equity interest in the Franchised Business. You and any employees who have access to our confidential information must sign non-disclosure agreements in form we approve. You will hire all employees of the Franchised Business and be exclusively responsible for the terms of their employment, scheduling, benefits, disciplining, compensation, and all other personnel decisions without any influence or advice from us.

If you are an entity, each of your owners must agree to be bound jointly and severally by all of the provisions of the Franchise Agreement and other related agreements. To this end, all owners must sign the “Guaranty and Assumption of Obligations Agreement,” which is part of the Franchise Agreement as Schedule C. In

addition, the spouse of any owner must sign the Guaranty and Assumption of Obligations.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You agree that the Franchised Business will only offer for sale those products and services which we have approved as being suitable for sale and meeting the standards of quality and uniformity for the System. Discrimination will not be tolerated against customers (in the services or products you provide, in the access to your services and products, or by refusing to provide services and products) on the basis of race, color, religion, age, sex, sexual orientation, gender identity, marital status, national origin, or disability, and you must comply with our anti-discrimination policies. You cannot offer or sell any services or products that we have not authorized. (See Item 8.) Our System Standards and Operations Manual may regulate the services and products authorized for the Franchised Business. We can change these particular Systems Standards and the Operations Manual and there are no limits on our right to do so. You have up to 90 days to comply with any modification to our System Standards or Operations Manual, and, if any modification or set of modifications requires you to spend more than \$10,000 in any 1 year, to give you 1 year to comply with the modification or modifications. You may not contact, offer, or sell any services or products to Exclusive Customers of us, our affiliates, or other franchisees.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Franchise Agreement

Provision	Section in Franchise or Other Agreement	Summary
(a) Length of the Franchise Term	Section 3.1.	5 years.
(b) Renewal or extension of the term	Section 3.2	If you are in good standing, you can renew your Franchise Agreement for two (2) renewal term of 5 years on our then-current terms.
(c) Requirements for you to renew or extend	Section 3.2	Provide advance notice, comply with current Franchise Agreement, you and your manager satisfactorily complete any new/refresher training programs, sign new agreement (which may contain materially different terms and conditions than your original Franchise Agreement), remodel, pay renewal fee (which is in lieu of an Initial Franchise Fee) and sign a general release of claims. We may offer early renewal incentives from time to time, which may include a discount on any applicable renewal fee.
(d) Termination by you	Not Applicable	Our Franchise Agreement does not contain this provision. These provisions are subject to state law
(e) Termination by us without cause	Not Applicable	Our Franchise Agreement does not contain this provision.
(f) Termination by us with cause	Sections 16.1, 16.2	We may terminate the Franchise Agreement if you default. We can also terminate the Franchise Agreement if you or your affiliate breach another World Options franchise agreement for another franchise that you or your affiliate owns, and such breach (if curable) is not cured within the cure period provided in such agreement.

Provision	Section in Franchise or Other Agreement	Summary
(g) “Cause” defined – curable defaults	Sections 16.1, 16.2	You have 30 days to cure if you fail to: open the Business when required, complete training, comply with System standards, or renew or maintain Business lease, or if you violate any material provision of the Franchise Agreement. You have 5 days to cure any monetary default; and 72 hours to cure violations of health, safety, cleanliness or sanitation standards or laws.
(h) “Cause” defined – non-curable defaults	Sections 16.1, 16.2	Failure on 3 or more occasions in any 12 months to comply with any provision of the Franchise Agreement, any single instance of default which by its nature is not curable, failure to open your Franchised Business within one year after the Franchise Agreement is signed, failure to complete training as determined in our discretion, repeatedly deceive customers, material misrepresentation or omission on franchise application; conviction of or proof that you have committed a felony or other crime which harms the Business’s reputation, insolvency, an assignment of assets to creditors, business abandonment, defaults which injure the goodwill associated with the Trademarks, use of unapproved website, or other unauthorized conduct on the Internet or online sites, unauthorized transfer of agreement or interest in Franchised Business, failure to transfer upon death or permanent disability, intentionally understating Gross Sales, unauthorized use of Confidential Information or failure to provide us access to customer data and artwork, discrimination against customers in violations of law or our policies; intentionally falsify any business report or information provided to us; and breach under another World Options Franchise Agreement for a Franchised Business that you or your affiliates own if such breach is not cured (if curable) within the cure period provided in such other agreement.
(i) Your obligations on termination/nonrenewal	Section 17	Pay all amounts due us, pay liquidated damages, stop using and return Operations Manual, System Standards, and other materials, stop using and deliver to us all customer data and artwork, assign to us the business telephone number and telephone listing or (at our option) disconnect the telephone number, remove all signs and other materials containing any Marks, complete de-characterization of Franchised Business, cancel all fictitious or assumed name filings, cease using Confidential Information (including customer data and artwork), agree not to divert Business customers to any competing business for 2 years, and redecorate the Premises (also see o, r below)
(j) Assignment of contract by us	Section 15.1	No restriction on our right to assign. Assignee must fulfill our obligations under the agreement.
(k) “Transfer” by you defined	Section 15.2.	Includes transfer of Franchise Agreement, Franchised Business or its assets, ownership change, and sale of substantially all of the Franchised Business assets.
(l) Our approval of transfer by you	Section 15.2. and 15.3	We have the right to approve all transfers, but will not unreasonably withhold approval.
(m) Conditions for our approval of transfer	Section 15.3	New franchisee qualifies and completes training, all amounts owed us or our affiliates are paid, and you are in good standing, new franchisee assumes existing Agreement or (at our option) signs then-current agreement, we approve material terms of transfer agreement, subordinate amounts due to you; transfer fee paid by you or transferee; transfer assistance fee paid by you if you request our assistance in selling; you sign general release; and sign other documents we require. (Also see (r) below.)
(n) Our right of first refusal to acquire your business	Section 15.6	We can match any offer for your franchise and Franchised Business or an ownership interest in an owner of the Franchised Business.
(o) Our option to purchase your business	Section 17.2	When the Franchise Agreement expires or terminates, we may purchase the assets of the Franchised Business at fair market value.

Provision	Section in Franchise or Other Agreement	Summary
(p) Your death or disability	Section 15.4	Franchise must be assigned by estate to an approved buyer within reasonable time not exceeding 12 months.
(q) Non-competition covenants during the term of the franchise	Section 14	Not engage in any other business or activity that conflicts with your obligations to run the Franchised Business. No direct or indirect controlling ownership interest in, or performing of services for, any competitive business in the United States. No diverting business or customers from World Options, or any other activity that would harm the business or goodwill of World Options. Non-competition provisions are subject to state law.
(r) Non-competition covenants after the franchise is terminated or expires	Sections 14 and 17	No direct or indirect interest in a competitive business located or operating within 50 miles of the Premises or the premises of any World Options Business for 2 years. Non-competition provisions are subject to state law.
(s) Modification of the agreement	Section 5, 7, 10, 14.5, and 19.6	No modifications generally, except in writing. We may modify Operations Manual, System Standards, Marks, System, and Products/services to be offered to your Franchised Business.
(t) Integration/merger clause	Section 19.13	Only the terms of the Franchise Agreement (including the schedules and exhibits thereto and the System Standards and Operations Manual) are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable.
(u) Dispute resolution by arbitration or mediation	Section 18, 19	Except for actions we bring for monies owed, injunctive or extraordinary relief, regarding the Marks or for real estate, non-binding mediation must be completed before litigation is commenced (subject to applicable law), and thereafter, all disputes will be subject to binding arbitration in the Denver, Colorado metropolitan area. These provisions are subject to state law.
(v) Choice of forum ¹	Sections 18.1, 18.2, 19.4	You are required to submit to mandatory mediation and/or arbitration in the Denver, Colorado metropolitan area. Subject to the terms of the Franchise Agreement, we may sue you, or you may sue us, in exclusively in the U.S. District Court for the District of Colorado or the District Court for Jefferson County, Colorado. (See Exhibit F) (subject to applicable state law).
(w) Choice of law ¹	Section 19.5	Colorado law applies (subject to state law), the Federal Arbitration Act, the U.S. Trademark Act, and other federal law. (See Exhibit F).

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATION

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.

This Item 19 provides certain historical performance data as provided by our US franchisees. The below table represents the total, average, median, high, and low Gross Sales and Gross Margin (defined below)

from January 1, 2023 to December 31, 2023, for our four US franchisees that were open and operating in the United States for all of 2023. As of December 31, 2023, there were four franchised World Options businesses operating in the United States. All four were in operation for one year or more as of December 31, 2023. One franchised business (which had been operating for more than 12 months) closed in 2023 and is not included in the below table. These franchisees' businesses provide the type of services that you will be providing. The characteristics of the World Options business included in the following tables do not differ materially from those of a franchised business offered under this Disclosure Document. Nevertheless, you may face different competition and challenges in your franchise business than the other franchisees.

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

Table 19-1. Total Financial Performance of World Options Franchised US Units Operating Throughout 2023

	Gross Sales ¹	Gross Margin ²
Total	\$2,627,668	\$500,233
Average	\$656,917	\$125,058
Median	\$742,608	\$133,612
High	\$1,852,406	\$353,527
Low	\$4,041	\$924

¹ Gross Sales means the total revenue derived from the sale of goods or services less sales tax, discounts, allowances, and returns. Of the four franchised businesses in Table 19-1, 2 (50%) met or exceeded the average Gross Sales for 2023.

² Gross Margin means gross sales minus carrier costs. Gross Margin has not yet subtracted royalties, payments due to the franchisor, and other costs and expenses of providing services for the franchise system. Of the four franchised businesses in Table 19-1, 2 (50%) met or exceeded the average Gross Margin for 2023.

“Median” is the numerical value separating the higher half of the sample from the lower half of the sample. Approximately 50% of the businesses in Table 19-1 met or exceeded the stated medians.

A World Options franchise business' gross sales may vary widely. Numerous factors will affect a particular World Options business' sales, including goodwill and name recognition in the market; length of time in business; nearby businesses; the local market and competition from other shipping and transportation service businesses; general economic conditions; and customer satisfaction.

A World Options business' actual operating costs may vary widely, which can impact Gross Sales. For example, operating costs, personnel costs, and rent and occupancy expenses can vary significantly depending upon specific market and location. The market in which you are interested in developing a World Options business may have higher population densities, higher or lower labor costs, and higher or lower rent expenses than other markets across the United States.

This financial performance representation has been prepared based on information as reported by our centralized accounting platform, but it has not been audited. You must estimate your own costs and expenses including, but not limited to, inventory, marketing, insurance, royalties, rent, wages, payroll taxes and professional fees.

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.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, we do 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 Alexandra Williams, General Counsel of World Options, Inc., Suite 625, Lakewood, Colorado 80228, (800) 955-6246, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide United States Outlet Summary
For the calendar years ended December 31, 2021, and 2023

Outlet Type	Year	Outlets Start of Year	Outlets End of Year	Net Change
Franchised	2021	6	6	0
	2022	6	5	-1
	2023	5	4	-1
Company-Owned	2021	1	1	0
	2022	1	1	0
	2023	1	1	0
Total Outlets	2021	7	7	0
	2022	7	6	-1
	2023	6	5	-1

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For the calendar years ended December 31, 2021, 2022, and 2023

State	Year	Number of Transfers
FL	2021	0
	2022	0
	2023	0
GA	2021	0
	2022	0
	2023	0
ID	2021	0
	2022	0
	2023	0
NV	2021	0

State	Year	Number of Transfers
NY	2022	0
	2023	0
	2021	0
	2022	0
	2023	0
UT	2021	0
	2022	0
	2023	0
TOTALS	2021	0
	2022	0
	2023	0

Table 3
Status of Franchised Outlets
For the calendar years ended December 31, 2021, 2022, and 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
FL	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
GA	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
ID	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
NV	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	1	0	0	0
NY	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
UT	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Totals	2021	6	0	0	0	0	0	6
	2022	6	0	1	0	0	0	5
	2023	5	0	0	1	0	0	4

1. All numbers are as of December 31 for the calendar year end.
2. The numbers in the “Total” column may exceed the number of outlets affected because several events may have affected the same outlet; for example, the same outlet may have had multiple owners.

Table 4
Status of Company-Owned Outlets
For the calendar years ended December 31, 2021, 2022, and 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Colorado	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Georgia	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	1	0	0
Totals	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	1	0	1	0	1

1. The company-owned outlet relocated from Georgia to Colorado in 2023.

Table 5
Projected Openings as of December 31, 2023

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
California	0	1	0
Colorado	0	1	0
Florida	0	1	0
Illinois	0	2	0
Michigan	0	1	0
New Jersey	0	1	0
New York	0	1	0
Texas	1	2	0
Utah	0	1	0
Virginia	0	1	0
TOTALS	1	12	0

Current and Former Franchisees

Please see Exhibit B for a list of each of our franchisees and the address and telephone numbers of their businesses as of December 31, 2023. Exhibit B-1 lists the name, city and state and current business telephone number, or the last known home telephone number of franchisees who have had outlets terminated, canceled, or not renewed or who otherwise have voluntarily or involuntarily ceased to do business under our Franchise Agreement during the last fiscal year, or who have not communicated with us within 10 weeks of the issuance date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.** Your contact information may also be disclosed to other buyers while you are a current World Options franchisee.

In some instances, current and former franchisees have signed provisions, including having signed such provisions during our last 3 fiscal years and last calendar year, restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Franchisee Associations

There are currently no franchisee organizations or associations associated with the World Options brand.

ITEM 21 FINANCIAL STATEMENTS

Exhibit C to this Disclosure Document contains our audited financial statements as of December 31, 2023 and 2022, and for the years ending December 31, 2023, 2022, and 2021, together with the independent auditors' report. In addition, we have included unaudited financial statements for the period beginning January 1, 2024 through March 31, 2024. Our fiscal year end is December 31st.

ITEM 22 CONTRACTS

The following agreements are exhibits to this Disclosure Document:

- (a) Franchise Agreement (with Schedules A-D) – Exhibit A
- (b) State Specific Addenda and Agreement Riders – Exhibit F
- (c) General Release Form – Exhibit G

ITEM 23 RECEIPTS

Attached as the last two pages of this Disclosure Document are duplicate Receipts to be signed and dated by you. Keep one for your records and return the other one to us.

FDD EXHIBIT A
FRANCHISE AGREEMENT



WORLD OPTIONS, INC.

Franchise Agreement

FRANCHISEE

DATE OF AGREEMENT

SUMMARY PAGE

This Franchise Agreement (“Agreement”) is made and entered into by and between World Options, Inc. (“Company,” “Franchisor,” “we,” or “us”) and Franchisee (“Franchisee” or “you”) identified below. This Summary Page summarizes certain provisions of this Agreement to which it is attached. In the event of any conflict between this Summary Page and the Agreement, the provisions of the Agreement will control.

Effective Date: _____

Initial Franchise Fee: \$42,000

Initial Training Fee: \$7,000

Initial Marketing Fee: \$10,000

Marketing Fund

Contribution: 2% of Gross Margin (subject to Section 6.4)

Transfer Fee: \$5,000

Late Fee: \$25

Opening Deadline: Ninety (90) days after the Effective Date

Franchisee: [_____] , a [_____]

Address for Notices: [_____]

[_____]

Phone: [_____]

Fax: [_____]

Attention: [_____]

Email: [_____]

Franchisor: World Options, Inc., a Utah corporation

Address for Notices: 143 Union Boulevard, Suite 625

Lakewood, Colorado 80228

Attention: Chief Operating Officer, with a copy to Legal Counsel

Email: Franchising@worldoptions.com

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C – GUARANTY AND ASSUMPTION OF OBLIGATIONS

D – AUTHORIZATION FOR DIRECT PAYMENTS

WORLD OPTIONS, INC.® FRANCHISE AGREEMENT

INTRODUCTION

A. We have developed a unique System for an international freight shipping business and other freight and transportation services we may develop under the name World Options®.

B. We own the World Options trademark, and other related Marks and service marks used in operating the System.

C. You desire to obtain the right to develop and operate a World Options Business using the System.

D. We have agreed to grant to you the right to develop and operate a World Options Business subject to the terms and conditions of this Agreement.

In consideration of the mutual covenants and agreements stated below, the Parties agree as follows:

1. DEFINITIONS

1.1 “**Affiliate**” means with respect to a named Person, any Person that is Controlled by, Controlling or under common Control with the named Person.

1.2 “**Applicable Data Protection Law**” means U.S. laws, rules, and regulations applicable to privacy and security of Personal Information, including, but not limited to, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act.

1.3 “**Applicable Law**” means any law, statute, ordinance, rule, permit, license, certification, regulation, code, treaty, ruling, directive, decree, order, or other requirement or rule of law of any Government Authority pertaining or applicable to, arising under or in connection with the development, construction, and/or operation of a World Options Business, including without limitation, all laws and regulations related to health, sanitation, consumer privacy and data security (including any Applicable Data Protection Law), and those governing public accommodations for Persons with disabilities, or the execution, delivery, and performance by either Party of this Agreement or any agreement between the Parties related hereto.

1.4 “**Carrier(s)**” means any Entity in the business of transporting for others freight, parcels, letters, or other items by aircraft, truck, train, ship, or otherwise.

1.5 “**Certified Manager**” means a manager who is not an Owner and who has successfully completed our initial training program or our training program for managers to manage the Franchised Business.

1.6 “**Company Indemnitees**” means Company, its Affiliates and their respective Principals, employees, agents, successors, and assignees.

1.7 “**Competitive Business**” means any business offering, or granting franchises or licenses to others to offer, freight, shipping, and/or transport services, or otherwise offering products or services similar to those offered by World Options Businesses or that otherwise competes with World Options Businesses.

1.8 “**Consequential Damages**” means damages and injury that result from a Party’s negligent performance of or other breach of this Agreement for: (a) lost profits; or (b) compensation for damages to reputation and goodwill including costs of or resulting from delays, financing, marketing materials and media time and space, and costs of changing, substituting or replacing the same.

1.9 “**Control**” or “**Controlling Interest**” means the power, directly or indirectly, to direct or cause the direction of the management and policies of an Entity, whether by contract or otherwise.

1.10 “**Customer**” means a Person sending or receiving freight or purchasing or obtaining other products or services from a World Options Business.

1.11 “**Customer Data**” means all Customer lists, Customer purchase histories, and all other Customer-related data and information collected, utilized, or retained by the Franchised Business including, but not limited to data and information located on or retained in the computer system or databases of the Franchised Business.

1.12 “**Entity**” means a business entity, including a corporation, limited liability company, general or limited partnership, limited liability partnership or any other type of legal entity.

1.13 “**Event of Default**” means any breach by Franchisee of, or any failure by Franchisee to comply with, any condition or obligation of this Agreement as described in Section 16.1.

1.14 “**Force Majeure Event**” means Acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire, or other natural catastrophe); strikes, lockouts or other industrial disturbances; war (declared or undeclared), riot, terrorist acts, cybersecurity incident, or other civil disturbances; epidemics; pandemics; termination by an international Carrier of its agreement with us if, in our sole determination, we do not have an agreement with an adequate replacement Carrier; or any other cause that is beyond the reasonable control of the Party affected thereby and that materially and adversely affects the ability of a Party hereto to perform. Financial inability of a Party hereto will not constitute a Force Majeure Event.

1.15 “**Franchised Business**” means the World Options Business for which you are granted a Franchise to operate pursuant to this Agreement.

1.16 “**Gross Margin**” means the total amount invoiced or charged to Customers for all services and products sold or delivered by Franchisee and/or Franchisee’s Franchised Business, less Franchisee’s related Carrier costs, as set forth in the Manuals.

1.17 “**Gross Sales**” means the aggregate amount of all sales of products, goods, and services, whether for cash, by check, credit card, trade, or otherwise, made, or provided at, in connection with, or arising from the Franchised Business. The term “Gross Sales” does not include: (a) any federal, state, municipal, or other sales, excise, service, or value added taxes that you pay or accrue; and (b) discounts allowed to Customers on sales.

1.18 “**Indemnified Matter**” means any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to a judgment) or any settlement thereof, as described in Section 9.2.

1.19 “**Independent Marketing Expenditure**” means the amount Franchisee must spend on advertising for the Franchised Business in the United States each calendar quarter as set forth in Section 11.2 in the minimum amount of one-half percent (0.5%) of Gross Margin, subject to any adjustment pursuant to Section 11.2.

1.20 **“Initial Franchise Fee”** means an initial fee in the amount set forth in Section 6.1 owed to us upon you signing this Agreement.

1.21 **“Initial Term”** means the initial term of this Agreement term of five (5) years, as set forth in Section 3.1.

1.22 **“Liquidated Damages”** means the compensation payable to the Company, and agreed to by the Parties, resulting from the Company’s loss of revenue due to the early termination of this Agreement. Such compensation is considered to be a reasonable, bona fide pre-estimate of damages and not a penalty.

1.23 **“Losses and Expenses”** means without limitation, all losses, compensatory, exemplary or punitive damages, arbitration costs, mediation costs, settlement amounts, judgments, court costs, fines, charges, costs, and expenses, including without limitation reasonable legal fees and Consequential Damages.

1.24 **“Managing Owner”** means the individual, approved by us in writing, who will oversee the day-to-day operation of your Franchised Business. The Managing Owner must be an Owner with a Controlling Interest unless approved by us in writing.

1.25 **“Marketing Fund”** means any of the marketing, advertising, and brand development funds as described in Section 11.1.

1.26 **“Marketing Fund Contribution”** means the ongoing monthly contribution to the Marketing Fund that Franchisee must pay to Franchisor as set forth in Section 6.4 in the initial amount of two percent (2%) of Gross Margins, subject to any adjustment pursuant to Section 6.4.

1.27 **“Marks”** means the “World Options” trademark, and the other trademarks, service marks, domain names, logos, and commercial symbols that we have designated, or may in the future designate, for use in the System.

1.28 **“Notice”** means any notice, demand, request, consent, approval, and other communication in writing required or permitted to be given or which are to be given with respect to this Agreement.

1.29 **“Opening Deadline”** means the date, as set forth on the Summary Page, by which Franchisee must commence operations of the Franchised Business.

1.30 **“Operations Manual”** means the manual identified by us as our operations manual and other handbooks, manuals, and written materials for World Options Businesses, as more specifically described in Section 5.6, all of which we may change periodically.

1.31 **“Owner”** means any Person who directly or indirectly owns an interest in you. If any corporation or other Entity (other than a partnership) is an Owner, an “Owner” also will mean a shareholder or owner of an interest in such corporation or other Entity. If a partnership is an Owner, “Owner” means your partners (including limited partners) and also means each general partner of such partnership and, if such general partner is an Entity, each owner of an interest in such general partner. If there are one or more individuals signing this Agreement as the Franchisee, each individual will be deemed an Owner.

1.32 **“Party”** or **“Parties”** means either Company or Franchisee individually or collectively.

1.33 **“Permanently Disabled”** or **“Permanent Disability”** means being subject to any physical, emotional, or mental injury, illness or incapacity that prevents Franchisee or any Owner holding a

Controlling Interest in Franchisee from performing his or her obligations under this Agreement or any other agreement related hereto for at least ninety (90) consecutive days, and from which recovery is unlikely within ninety (90) days from the date such individual is determined to be Permanently Disabled. If the Parties disagree as to whether a Person is “Permanently Disabled” the determination will be made by a licensed practicing physician, selected by us, upon examination of the Person, or, if the Person refuses to submit to an examination, then for purposes of Section 15.4, the Person will automatically be considered Permanently Disabled as of the date of refusal.

1.34 “**Person**” means any natural person or Entity.

1.35 “**Personal Information**” means information that identifies, relates to, describes, is capable of being associated with, or is linked or could reasonably be linked, directly or indirectly, to individuals, including but not limited to, Franchisee’s customers, employees, independent contractors, and business contacts, and/or otherwise including particular elements of “personal information” as defined under Cal. Civ. Code § 1798.140.

1.36 “**Premises**” means the office location identified in Schedule A from which you will operate the Franchised Business. The Premises may be located in an Owner’s home. Unless otherwise agreed by Franchisor, the address of the Premises will be Franchisee’s notice address.

1.37 “**Principal**” means, collectively or individually, the Persons holding a direct or indirect equity interest in you or in any of your Affiliates as designated by Company and your officers and directors.

1.38 “**Purchased Assets**” means all of the tangible and intangible assets relating to the Franchised Business (excluding, at our option, any unsalable inventory, cash, short-term investments, accounts receivable, and assets that are not part of the standard World Options Business).

1.39 “**Renewal Term**” means an additional term of five (5) years, as set forth in Section 3.2.

1.40 “**System**” means the World Options operating system which includes World Options Businesses specialized in providing domestic and/or international freight shipping services and other freight and transportation products and services to businesses under the Marks, using certain distinctive types of platforms, software, equipment, supplies, Confidential Information, the use of discounted freight transportation services using our Carrier(s)’ standards, Operations Manual, specifications for domestic, international, and other shipping services, our Customer billing, collection and payment services, business techniques, methods, processes, and procedures, and sales promotion and marketing programs and concepts, as we periodically may modify and further improve.

1.41 “**System Standards**” means the specifications, standards, operating procedures, and rules we prescribe from time to time for the development and operation of World Options Businesses.

1.42 “**Term**” means the term of this Agreement, including the Initial Term set forth in Section 3.1 and any Renewal Term(s) set forth in Section 3.2.

1.43 “**World Options Business**” means any freight, shipping, and/or transportation business developed and operated under the System and using the Marks.

2. GRANT OF FRANCHISE

2.1 **Grant of Franchise.** Subject to the provisions contained in this Agreement, we grant you a franchise (the “Franchise”) to own and operate a World Options Business at a location of your choice in

the United States (“Premises”) and to use the Marks in operating the Franchised Business in the United States. The Premises will be identified on Schedule A. The designation of the Premises on Schedule A does not confer any territorial rights upon you, and we and our Affiliates have the right to operate and franchise other World Options Businesses (or any other businesses) at any location, regardless of proximity to the Premises. You accept the Franchise and undertake the obligation to operate a World Options Business at the Premises using the Marks and System in compliance with this Agreement. The rights and privileges granted to you under this Agreement are personal in nature. This Agreement is granted solely for the operation of one Franchised Business at the Premises within the non-exclusive area of the United States, and will not extend to the operation of a business or any other use of the Marks and System from any other location, or in any other manner, except as may be expressly allowed by this Agreement. You may not operate any other business from the Premises other than the Franchised Business without our prior written consent.

2.2 No Exclusive Territory. You will not receive any exclusive or protected territory. You do not have any right to exclude, control, or impose conditions on our development of future franchised, Company-owned, or Affiliate-owned World Options Businesses at any time or at any location, regardless of proximity to the Premises. We, our Affiliates, and/or other franchisees may compete with you for business and customers. You have the exclusive right to Exclusive Customers (defined below) you have developed and to whom you continue to sell products and services as specified in Section 2.3 below. As provided in the Operations Manual, as modified from time to time, you are allowed to sell and distribute services and products to Customers located anywhere within the United States by any means approved by us; provided we may restrict your methods and manner of marketing products and services as set forth in the Operations Manual (including, for example, to Exclusive Customers of us, our affiliates, or other franchisees). In addition, we, our Affiliates, and other franchisees have the right to market, sell, and develop Customers located anywhere in the United States.

2.3 Exclusive Customers. You, we, our Affiliates, and other franchisees are restricted from calling or contacting any existing prospect or Customer with an established account or service agreement, as provided in the Operations Manual (“Exclusive Customers”). You may not contact Exclusive Customers of us, our affiliates, or other franchisees. Current standards and policies regarding Exclusive Customers, including the process for identifying Exclusive Customers and the minimum contacts necessary for a prospect or Customer to be deemed and remain an Exclusive Customer, will be set forth in the Operations Manual, which may be amended by us from time to time.

2.4 Rights Reserved To Us. We and our Affiliates retain all rights that are not expressly granted to you under this Agreement. Further, we (or any of our Affiliates) may, among other things, on any terms and conditions we deem advisable, without compensation to you or any franchisee in the System, and without granting you any rights therein:

2.4.1 Establish and/or license others the right to establish franchised or Company-owned or Affiliate-owned World Options Businesses or other businesses, including businesses using the Marks in connection with freight, transportation, or shipping services, at any location, regardless of the proximity of such business to the Premises;

2.4.2 Use and license others to use other proprietary and non-proprietary marks or methods, including the Marks or other trademarks, whether in alternative channels of distribution or in the operation of a business, at any location, related to the operation of a business which may be the same as, similar to, or different from the business operated at your Franchised Business or to sell products and services (regardless of similarity to products and services sold in your Franchised Business);

2.4.3 Purchase, merge with, acquire (or be acquired by), affiliate or become associated with (or remain affiliated or associated with), or engage in any transaction with any businesses of any kind, whether competitive or not, wherever located, under other systems and/or other marks, which businesses may operate under such other marks or convert to or operate under the Marks or other marks and may offer or sell products and services that are the same as or similar to the products and services offered at or from the Franchised Business, including under the Marks, and which may be located anywhere;

2.4.4 Sell and distribute for ourselves and/or license others to sell and distribute through alternate channels of distribution, including the Internet or other Online Sites (e.g. as defined in Section 7), products or services the same as or different from the products and services offered from the Franchised Business, and which are offered and distributed under marks the same as, similar to, or different than the Marks;

2.4.5 Implement national or corporate account programs and/or multi-area marketing programs, which may be mandatory or optional at our sole option, on reasonable notice in the future, which may require you to offer certain services to Customers we refer to you and/or which may allow us, or others, to solicit or sell to Customers anywhere, and impose mandatory policies to coordinate such national or corporate account programs and/or multi-area marketing programs. We reserve the right to mandate your participation in these or similar programs in the future. Further, we reserve the right to discontinue these or similar programs in the future; and

2.4.6 Advertise the System on the Internet or other Online Sites (or any other existing or future form of electronic commerce) and create, operate, maintain, and modify, or discontinue the use of a website using the Marks. We exclusively reserve the Internet or other Online Sites, including computerized or remote entry ordering systems, as a channel of distribution for us, and you may not independently market on the Internet or through other Online Sites, or otherwise conduct E-commerce, unless you have received our prior written permission or unless such activities are expressly authorized by the Operations Manual.

2.5 Franchisee and Owners; Guaranty. You represent and warrant to us that all of your Owners are listed on Schedule B and that all information on Schedule B is accurate. If you are an Entity, all of your Owners will sign the Guaranty and Assumption of Obligations Agreement in the form attached to this Agreement as Schedule C (the “Guaranty Agreement”). Any Person that at any time after the date of this Agreement later becomes an Owner of you under the provisions of Section 15 or otherwise will, as a condition of becoming an Owner, sign the Guaranty Agreement. You will furnish to us at any time upon reasonable request a certified copy of the Articles of Incorporation or Articles of Organization and a list, in a form we reasonably require, of all shareholders or members of record and all Persons having a beneficial interest in any corporation or other Entity that is or becomes an Owner of you. If any Owner is married, the spouse of such Owner will also sign the Guaranty Agreement.

3. TERM OF FRANCHISE; RENEWAL RIGHTS

3.1 Term. The Initial Term of this Agreement commences on the Effective Date of this Agreement and expires five (5) years after the Effective Date of this Agreement, unless sooner terminated as provided in this Agreement.

3.2 Renewal. You will have the right to renew the Franchise for the Franchised Business for up to two (2) additional five (5) year Renewal Terms, provided you meet the following conditions:

3.2.1 you have given us written Notice of your intention to renew at least one hundred eighty (180) days before the end of the Initial Term or first Renewal Term;

3.2.2 you have complied with all of the material provisions of this Agreement, including the payment of all monetary obligations you owe to us or our Affiliates, satisfaction of your minimum Carrier sales obligations, and you have complied with our material operating and quality standards and procedures;

3.2.3 you (or if you are an Entity, your Managing Owner) have completed any new and/or refresher training programs as may be reasonably required. You are responsible for travel, living, and compensation costs of attendees;

3.2.4 you have paid to us at least thirty (30) days before the Term of this Agreement expires the renewal fee in the amount of Five Thousand (\$5,000);

3.2.5 you sign our then-current form of franchise agreement (the terms of which may differ materially from the terms of this Agreement); provided you will not be required to pay us the Initial Franchise Fee stated in our then-current form of franchise agreement, but you will pay the renewal fee described above; and

3.2.6 you, each of your Owners, and any guarantor, signs a general release, in form acceptable to us, of all claims against us and our Affiliates, officers, directors, employees, and agents.

3.3 Interim Period. If you do not exercise your right to renew this Agreement prior to the expiration of this Agreement (or you continue operating after expiration of a Renewal Term) and you continue to accept the benefits of this Agreement after the expiration of this Agreement, then at our option, this Agreement may be treated either as (i) expired as of the date of expiration with you then operating a franchise without the right to do so and in violation of our rights; or (ii) continued on a month-to-month basis (the “**Interim Period**”) until one Party provides the other with written Notice of such Party’s intent to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of the Notice to terminate the Interim Period. In the latter case, all of your obligations under this Agreement will remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on you upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

4. DEVELOPMENT AND OPENING OF THE BUSINESS

4.1 Location of Premises. The Premises of your Franchised Business is set forth on Schedule A. On or before execution of this Agreement, you must notify us in writing of the proposed Premises of your Franchised Business. We do not select the Premises for the Franchised Business. It will be your sole responsibility, at your sole cost and expense, to locate a Premises for your Franchised Business. You must purchase or lease suitable real property from which to operate your Franchised Business. You must provide us with the street address of the proposed site and such other information as we may request. You may operate your Franchised Business from home office of an Owner, as allowed under local ordinances. Your Premises must strictly comply with local zoning requirements, and all state and federal laws, rules, and regulations. We do not prepare demographic studies or otherwise evaluate the potential success of your proposed site, nor do we provide you with a site checklist or other similar information. We make no guarantees concerning the success of the Franchised Business located at any site. You will not relocate the Premises of the Franchised Business without our prior written consent, which will not be unreasonably withheld.

4.2 Use of Name. Within thirty (30) days of the Effective Date of this Agreement, you must file for a certificate of assumed or fictitious name or a “doing business as” name (“**DBA**”) in the manner required by the law in the state where your Franchised Business is located so as to notify the public that

you are operating your Franchised Business as an independent business pursuant to this Agreement, and include your assigned franchise designation in such filing. You must provide us with a copy of your DBA registration and/or certificate upon receipt of the same and upon our request from time to time. You will display a standard sign and/or plaque, as may be provided or required by us, at your Premises indicating that the business is independently operated and owned as a franchised business.

4.3 Equipment. You will use in establishing and operating the Franchised Business only those types of equipment (including computer hardware and software), tools, materials, fixtures, furniture, and signs that we have approved for World Options Businesses as meeting our specifications and standards for appearance, function, and performance. You may purchase approved types of equipment, tools, materials, fixtures, furniture, and signs from any supplier we approve or designate (which may include us and/or our Affiliates). You must notify us in advance and obtain our prior written approval if you desire to purchase any equipment, tool, material, fixture, equipment, furniture, or sign we have not already approved, or any items from any supplier we have not already approved. We may require additional specifications, photographs, drawings and other information or samples for us to determine whether the equipment, tool, material, fixture, equipment, furniture, or sign complies with our specifications and standards, or the supplier meets our approved supplier criteria, which determination we will make and communicate in writing to you within a reasonable time. You must maintain any equipment, tools, materials, fixtures, furniture, and signs in good working order.

4.4 Computer System. You must purchase, lease, or sublicense any computer hardware and/or software we require. We may change, modify, or add to any required computer hardware and/or software, and you must comply with any such changes, modifications, or additions at your expense. We own all right, title, and interest in and to all records and data produced or processed by or otherwise located on (or retained in the databases of) of the Franchised Business' computer system, including, without limitation, all Customer Data. To the extent that the Customer Data is not deemed to be solely owned by us for any reason, you hereby assign to us your entire right, title, and interest in and to the Customer Data. We have the right of continuous access to the Franchised Business' computer system and all Customer Data (both during the Term of this Agreement and after this Agreement terminates or expires as necessary to access the Customer Data), and you will provide us with such continuous access in the manner we specify periodically. You will deliver to us a complete copy of all of the Customer Data in the manner we specify within five (5) business days of our request to you. We periodically will establish policies respecting the use of the Customer Data, and you will comply with these policies. Franchisee must secure from its vendors, Customers, prospective customers, and others all consents and authorizations, and provide them all disclosures, that Applicable Law requires to transmit the Customer Data to Company and its Affiliates and for Company and its Affiliates to use that Customer Data in the manner that this Agreement contemplates. It is your responsibility to protect yourself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and, if you fail to do so, you waive any and all claims you may have against us as the direct or indirect result of your failure.

4.5 Business Opening. You must commence operations of the Franchised Business by the Opening Deadline. You may not commence operations of the Franchised Business without our prior written approval. If you fail to open the Franchised Business by the Opening Deadline, we may at our option terminate this Agreement or grant you an extension of time to open the Franchised Business. We will not issue any refunds, and we are not responsible or liable for any of your pre-opening obligations or Losses and Expenses you might incur for your failure to commence operations by a particular date.

5. TRAINING AND OPERATING ASSISTANCE

5.1 Training. You (or if you are an Entity, your Managing Owner) must attend and successfully complete, an initial training program on the operation of a Franchised Business, provided at a

place and time we designate. Your Initial Training Fee as set forth in Section 6.2.1 pays for initial training for you (or your Managing Owner) plus your Certified Manager. Any other management-level employees you request may attend training upon our authorization if you pay our then-current training fee for each such additional manager. You are solely responsible for all travel, hotel, incidentals, and living expenses related to you or your manager's training. You must successfully complete our initial training program at least five (5) days before the Franchised Business commences operations. Thereafter, after the Franchised Business opens, we will provide training (at a time and place we determine) to any replacement Managing Owner or Certified Manager at your expense at our then-current fee. You are solely responsible for the compensation, travel, lodging and living expenses you, your Managing Owner, and your other managers incur in attending any initial or replacement training programs. If, at any time, the Managing Owner or Certified Manager is replaced with another, we must approve the replacement and this individual must successfully complete the new franchisee training programs as determined at our option. Replacement training will be at your expense, including then-current training fees, travel, hotel, and incidentals. We reserve the right to conduct all or part of any training via teleconference, video conference, or through other remote/virtual means.

5.2 Operating Assistance. We will advise you on operational issues and provide assistance in operating the Franchised Business as we deem appropriate. We also may provide advice regarding the following:

- (a) products and services authorized for sale at World Options Businesses;
- (b) updates to approved supplies and suppliers;
- (c) updates to the Operations Manual and System Standards;
- (d) marketing assistance and sales promotion programs; and
- (e) establishing and operating general administrative, sales, and operating procedures to properly operate a World Options Business.

We will provide such guidance as we deem appropriate through our Operations Manual, System Standards, or other written materials, email, telephone conversations, teleconference, video conference, other remote/virtual means, and/or meetings at our office or at the Franchised Business in connection with an inspection of the Franchised Business. We reserve the right to charge you a fee for any additional assistance we provide.

5.3 Additional or Refresher Training or Assistance. If (i) you request additional or refresher training or assistance in operating the Franchised Business (including if you request in person assistance at your Premises), or (ii) we require you (or your Managing Owner) or Certified Manager attend any additional and refresher training programs that we designate (including, without limitation, if you fail any inspection, commit an operational default, or fail to satisfy minimum Carrier sales obligations), you will pay us our then-current fees, as we establish or update periodically for such training or assistance, and you will reimburse us for the travel, lodging, and living expenses of our personnel or designees. You are solely responsible for the compensation, travel, lodging and living expenses you, your Managing Owner, and your other managers incur in attending any additional or refresher training programs. At our sole option, such additional or refresher training or assistance may take place at your Franchised Business, at another World Options Business, at our training facility, at another location we designate, or online, via teleconference or video conference, or through other remote/virtual means.

5.4 Managed Services Program. We may establish and assist in administering a program for services designed to benefit the Franchised Business (the “**Managed Services Program**”), with some services designated as mandatory services that you must purchase for the Managed Services Fee described in Section 6.6 and other services designated as optional services, in which case such services are added to your aggregate Managed Services Fee described in Section 6.6. The Managed Services Program may be modified by us periodically at our option, including modification of the services that comprise the Managed Services Program, and whether or not such services are designated as mandatory or optional.

5.5 Attendance at Meetings. Except under certain circumstances, you must attend, at your expense, each network conference we may hold or sponsor. You must attend the conference for its full duration. You must pay our then applicable network conference registration fee upon registering. If you (or your Managing Owner if you have one) does not attend a network conference, we will charge you for one (1) registration fee, and you will promptly pay us the fee. Except under certain circumstances, you must also attend all meetings relating to new services, new operational procedures or programs, training, business management, sales or sale promotion or similar topics, including any system-wide teleconferences or web-conferences. We reserve the right to charge you a fee to attend any meetings, programs or other trainings we require. If you or your Managing Owner are not able to attend a required meeting, you must notify us prior to the meeting and must have a substitute Person, such as your Certified Manager, acceptable to us attend the meeting. We reserve the right to conduct all or part of our network conference or meetings via teleconference, video conference, or through other remote/virtual means.

5.6 Operations Manual. We will provide on loan to you, during the Term of this Agreement, one manual copy or electronic (Internet) access to the Operations Manual and our System Standards. The Operations Manual and System Standards will contain mandatory and suggested specifications, standards, and operating procedures that we develop for World Options Businesses and information relating to your other obligations. Any required specifications, standards and operating procedures exist to protect our interests in the System and the Marks and to create a uniform Customer experience, and not for the purpose of establishing any Control or duty to take Control over those matters that are reserved to you. We may add to, and otherwise modify, the Operations Manual and System Standards to reflect changes in authorized products and services, and specifications, standards and operating procedures of a World Options Business. The master copy of the Operations Manual and System Standards that we maintain electronically or in written form at our principal office and make available to you will Control if there is a dispute involving the contents of the Operations Manual and/or System Standards.

5.7 Our Right to Delegate. You acknowledge and agree that we have the right to delegate to third-party designees (“**Delegates**”), which Delegates may be our agents, our Affiliates, or independent contractors with whom we have contracted: (1) the performance of any portion or all of our obligations under this Agreement (including, without limitation, the provision of any service or the operation of any program), and (2) any right that we have under this Agreement. You further acknowledge and agree that we may, or our Delegates may, simultaneously perform the same, similar, or different services for or on behalf of our, our Affiliate’s, or such Delegate’s company-owned, company-operated, licensed, or franchised businesses, or for or on behalf of businesses owned or operated by third parties, which businesses may be competitive with your Franchised Business and the System. We and our Delegates will have the right to perform any such obligations on a combined basis (including, without limitation, using the same or shared facilities, equipment, software, or personnel) or in conjunction with the performance of the same, similar, or different services for or on behalf of our, our Affiliate’s, or such Delegate’s company-owned, company-operated, licensed, or franchised businesses, or for or on behalf of businesses owned or operated by third parties, which businesses may be competitive with your Franchised Business and the System. We reserve the right, at our sole option, to allocate costs, personnel, and other resources among any combined programs.

6. FEES

6.1 Initial Franchise Fee. You will pay us an Initial Franchise Fee of Forty-Two Thousand Dollars (\$42,000) as follows: (1) Twenty-Four Thousand (\$24,000) is due and payable when you sign the Franchise Agreement, and (2) the remaining balance of the Initial Franchise Fee will be due and payable ninety (90) days after the Effective Date of the Franchise Agreement. The Initial Franchise Fee is non-refundable and fully earned upon payment to us.

If you (or each and every one of your owners if you are an Entity) are (a) an honorably discharged United States veteran or the spouse of an honorably discharged United States veteran, and (b) you are a new franchisee (that is, this Franchise Agreement is your first franchise agreement with us and neither you nor any affiliate is an existing franchisee of ours as of the Effective Date), the amount of your Initial Franchise Fee described above be reduced by twenty percent (20%); that is, you will pay an Initial Franchise Fee of Thirty-Three Thousand, Six Hundred Dollars (\$33,600).

If you (or each and every one of your owners if you are an Entity) are (a) a United States citizen and a woman, and (b) you are a new franchisee (that is, this Franchise Agreement is your first franchise agreement with us and neither you nor any affiliate is an existing franchisee of ours as of the Effective Date), the amount of your Initial Franchise Fee described above be reduced by twenty percent (20%); that is, you will pay an Initial Franchise Fee of Thirty-Three Thousand, Six Hundred Dollars (\$33,600).

If you (or each and every one of your owners if you are an Entity) are (a) a United States citizen and a member of an ethnic minority group, and (b) you are a new franchisee (that is, this Franchise Agreement is your first franchise agreement with us and neither you nor any affiliate is an existing franchisee of ours as of the Effective Date), the amount of your Initial Franchise Fee described above be reduced by twenty percent (20%); that is, you will pay an Initial Franchise Fee of Thirty-Three Thousand, Six Hundred Dollars (\$33,600).

6.2 Other Initial Fees or Payments. The following fees are payable when you sign this Agreement, and are non-refundable and fully earned upon payment to us:

6.2.1 *Initial Training Fee.* You will pay us a non-refundable initial training fee of Seven Thousand Dollars (\$7,000).

6.2.2 *Initial Marketing Fee.* You will pay us a non-refundable initial marketing fee of Ten Thousand Dollars (\$10,000).

6.3 Royalties. You must pay us ongoing, non-refundable royalties (“**Royalties**”) calculated as follows depending on the nature of the product or service at issue:

6.3.1 Thirty-five percent (35%) of Gross Margin in connection with services related to full truckload (“FTL”) freight shipping;

6.3.2 Fifteen percent (15%) of Gross Margin in connection with services related to less-than-truckload (“LTL”) freight shipping; and

6.3.3 Twenty-five percent (25%) of Gross Margin in connection with all other products and services offered by Franchisee or the Franchised Business, including, without limitation, any small package international or domestic shipping services.

Royalties are due and payable at the times and in the manner set forth in Section 6.5.

6.4 Marketing Fund Contribution. Commencing once Franchisor establishes a Marketing Fund and continuing thereafter during the Term of this Agreement, you will pay to us for deposit in the System's Marketing Fund a contribution to the Marketing Fund in the amount of two percent (2%) of your Gross Margin. Franchisor may, at its sole option, adjust the required Marketing Fund Contribution upon ninety (90) days' prior Notice to Franchisee (e.g., increase the percentage of Gross Margin to be contributed); provided, any increased Marketing Fund Contribution will not exceed four percent (4%) of your Gross Margin. The Marketing Fund Contribution is due and payable by Franchisee in the same manner and timing as Royalties.

6.5 Calculation, Reporting, and Payments.

6.5.1 We provide billing and collection services for your Franchised Business. All Customer and other payments for your products and services must be paid directly to and collected by us. If you collect any Customer or other payments directly, you must send us the full amount collected. From these collections (which represent your Gross Sales), we will: (i) pay out Carrier costs and fees owed by you in connection with the products and services at issue; (ii) deduct and collect all fees and payments owed to us or our Affiliates, including Royalties, Marketing Fund Contributions, and other fees or payments owed under this Agreement or the Operations Manual; (iii) pay any credit card charges, collection costs, bank charges, and other related third-party fees, costs, or expenses owed by you in connection with the products and services at issue, as provided in the Manuals; and (iv) remit the remaining balance to you at the time and in the manner specified in the Operations Manual. Currently, such remittances occur twice per month, though we reserve the right upon prior written notice to you to issue such remittances once per month.

6.5.2 To facilitate the calculation, collection, and payment of Royalties and Marketing Fund Contributions, we will forward to you, or provide you with electronic access to, a Gross Margin Report (as defined below), including our calculation of your Gross Sales, Gross Margin, and Royalties, Marketing Fund Contributions, and other fees and amounts payable to us or by us in connection with your Franchised Business. In addition, you must immediately report to us if you receive any amounts directly (including Customer or other payments), as set forth in the Manuals. These amounts must be forwarded to us in full. You must also provide us, upon request, a report of the financial activity of the immediately preceding month showing all monies received or accrued, sales, or other services performed that are not included under our standard billing and collection services, and such other information concerning your financial affairs, as we may reasonably require. For purposes of this Agreement, such information will be referred to as the "**Gross Margin Report.**" You agree to promptly provide any such reports to us as may be required by this Agreement or the Operations Manual, which may be amended from time to time, or as may be otherwise reasonably required from time to time by us.

6.6 Managed Services Fee. You will pay us an ongoing fee for participation in our Managed Services Program. The fee is for aggregated amounts owed to vendors, including us and our Affiliates, for mandatory and optional services that we designate (the "**Managed Services Fee**"). We may, at our sole option, change, add to, remove, or substitute the mandatory or optional services under Managed Services Program, or change required vendors for such programs or services. The annual fees charged for the mandatory and optional services provided to you under the Managed Services Program will be aggregated periodically to determine the amount of the Managed Services Fee and divided by 12 to determine the monthly portion of the fee. The Managed Services Fee is currently Four Hundred Dollars (\$400) per month plus Thirty-Six Cents (\$0.36) per shipment. The Managed Services Fee may be changed periodically by us at any time at our sole option, including upon changes to the fees or amounts charged by the relevant vendors or if we change the mandatory or optional services under the Managed Services Program. The Managed Services Fee is due on the last day of each calendar month, beginning in the month ninety (90) days after execution of this Agreement. Franchisor may collect the Managed Services Fee as a deduction from Franchisee's Gross Margin as set forth in Section 6.5.

6.7 Other Fees and Payments. All payments and fees owed by Franchisee to Franchisor must be paid by Franchisee in the manner and within the time periods as provided for in this Agreement or in the Operations Manual. Franchisor reserves the right to collect all fees and payments due by Franchisee by electronic transfer of funds as provided for in Section 6.8 or otherwise in the Operations Manual. Unless otherwise agreed in writing, all amounts paid by you to us or our Affiliates are non-refundable. If Franchisor allows Franchisee to pay via credit card any fees or other amounts owed to Franchisor, Franchisee will be solely responsible for paying (or reimbursing Franchisor for) any third-party merchant fees associated with such credit card payment.

6.8 Electronic Transfer of Funds. We will require you to sign electronic transfer of funds authorizations substantially in the form attached hereto as Schedule D and other documents as we periodically designate, to authorize your bank to transfer, either electronically or through some other method of payment designated by us, directly to our account and to charge your account for all amounts due to us from you. Your authorizations will permit us or a third party we designate to identify the amount to be transferred from your account. You will maintain a balance in your accounts sufficient to allow us or any third party we designate to collect the amounts owed to us when due. You will be responsible for any penalties, fines or similar expenses associated with the transfer of funds described herein.

6.9 Interest Charges; Late Fees. All Royalty Fees, Marketing Fund Contributions, Managed Services Fees and other amounts which you owe to us or our Affiliates will bear interest after the due date at the lesser of: (i) eighteen percent (18%) per annum; or (ii) the maximum contract rate of interest permitted by law in the state in which the Franchised Business is located. In addition to the interest charges, we reserve the right to charge a late fee of Twenty-Five Dollars (\$25), or the maximum rate applicable by law, for each delinquent payment that you owe to us under this Agreement. A payment is delinquent for any of the following reasons: (i) we do not receive the payment on or before the due date; or (ii) there are insufficient funds in your bank account to collect the payment by a transfer of funds on or after the due date. The late fee is not interest or a penalty, it is only to compensate us for increased administrative and management costs due to late payment.

6.10 Application of Payments. We may apply against outstanding amounts due to us or any of our Affiliates any payments received from you or any indebtedness of us to you.

6.11 Withholding Payments Unlawful. You agree that you will not withhold payment of any Royalty Fees, Marketing Fund Contributions, Managed Service Fees, or any other amount due us, and that the alleged non-performance or breach of any of our obligations under this Agreement or any related agreement does not establish a right at law or in equity to withhold payments due us for Royalty Fees, Marketing Fund Contributions, Managed Service Fees or any other amounts due.

6.12 Tax Indemnification. You will indemnify us and reimburse us for all income, capital, gross receipts, sales, use, and other taxes that any state or municipality imposes, or may in the future impose, as a result of or in connection with your operation of the Franchised Business or the license of any of our intangible property in the jurisdiction in which the Franchised Business is located. If more than one franchisee in the System is located in such jurisdiction, they will share the liability in proportion to their Gross Sales from their respective World Options Businesses, except in the case of sales taxes and gross receipts taxes, which will be divided in proportion to taxable sales to such franchisees. If applicable, this payment is in addition to the Royalties payments described above.

6.13 Non-Compliance Fees. If an Event of Default occurs under this Agreement and you fail to timely cure such Event of Default, we may, at our option, charge a non-compliance fee in the amount of 2% of Gross Margin payable to us in the same manner as the Royalties. The Non-Compliance Fee will continue until the Event of Default is cured.

7. MARKS

7.1 Ownership and Goodwill of Marks. You acknowledge that you have no interest in or to the Marks, and that your right to use the Marks is derived solely from this Agreement and is limited to the conduct of the Franchised Business in compliance with this Agreement and all applicable specifications, standards, operating procedures, and rules that we require during the Term of this Agreement. You agree that your use of the Marks and any goodwill established exclusively benefits us and our Affiliates, and that you receive no interest in any goodwill related to your use of the Marks or the System. You must not, at any time during the Term of this Agreement or after the termination or expiration of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest our or any of our Affiliate's rights in any of the Marks or the goodwill associated with the Marks, including any use of the Marks in a derogatory, negative or other inappropriate manner in any media (including but not limited to print or electronic media) or contest or assist any other Person in contesting the validity or ownership of any of the Marks.

7.2 Limitations on Your Use of Marks. You agree to use the Marks as the sole identification of the Franchised Business, but you must identify yourself as the independent owner in the manner we direct. You must not use any of the Marks as part of any corporate Entity or legal business name or trade name or in any modified form (e.g., with any prefix, suffix or other modifying words, designs or symbols), and you may not use the Marks in any employment-related documents, such as applications, employment agreements, evaluations, paycheck stubs, etc. You cannot use any of the Marks in performing or selling any unauthorized product or service or in any other manner unless we have expressly authorized such use in writing. You may use the Marks on various materials such as business cards, stationery and checks provided you (i) accurately depict the Marks on the materials as we describe, (ii) include a statement on the materials indicating that the Franchised Business is independently owned and operated by you, (iii) do not use the Marks in connection with any other Marks, trade names or service marks unless we specifically approve in writing and (iv) make available to us, upon our request, a copy of any materials depicting the Marks. You will not use the Marks in any advertising by you in connection with the Transfer of any interest in the Franchised Business. You agree to display the Marks prominently and in the manner we direct on all signs and forms. Subject to our rights described in this Agreement, you agree to obtain fictitious or assumed name registrations as may be required under Applicable Law.

7.3 Restrictions on Internet and Website Use. We and our Affiliates retain the sole right to advertise the System on the Internet and other Online Sites and to create, operate, maintain and modify, or discontinue the use of, a website using the Marks. We or our Affiliates also retain the sole right to establish an extranet system. We or our Affiliates may maintain a website for the benefit of all World Options Businesses, and you will participate in the website and any extranet system we establish in the manner and according to the rules we specify. We or our Affiliates may alter or terminate the website or extranet system upon thirty (30) days' Notice to you. Your general conduct on the Internet and any other Online Sites, and the System's extranet system, and specifically your use of the Marks or any advertising on the Internet (including the domain name and any other Marks we may develop as a result of participation in the Internet or any Online Sites), will be subject to the provisions of this Agreement, the Operations Manual and our System Standards. Except as we may expressly authorize in writing, however, you will not: (i) use or display the Marks as part of any website or webpage that is not linked to our website or any other website we designate; (ii) conduct any business or offer to sell or advertise any products or services on the Internet or any Online Sites including e-mail marketing or other digital marketing; (iii) create or register any Internet domain name or use of the Marks in any Online Sites, electronic address, user name, search engine, including metatags, keywords, and adWords; (iv) use any email address which we have not authorized for use in operating the Franchised Business; and (v) conduct any activity on the Internet or any other Online Sites. The term "Online Sites" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to the, Internet,

World Wide Web, webpages, microsites, social media or networking sites (e.g. Facebook, X (formerly known as Twitter), LinkedIn, YouTube, Google Plus, Pinterest, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g. Apple-device or Droid-device apps), and other applications, etc. You acknowledge that certain information obtained through your online participation in the website or extranet system is considered Confidential Information (as defined in Section 8), including access codes and identification codes. You will not register, as Internet domain names, any of the Marks or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar. Further, you may not market, advertise or promote the Franchised Business or conduct any business on the Internet, including using Online Sites to promote the Franchised Business, except as provided in our written social media policy (if any) and with our prior written approval. Your right to participate in the System's website or extranet system or otherwise use the Marks or the System on the Internet will terminate when this Agreement expires or terminates.

You agree not to establish a website or permit any other party to establish a website that relates in any manner to your Franchised Business or referring to the Marks, except as we may designate or approve in writing. If we ever do approve in writing a request for you to use a separate website (although we are not required to permit you to do so), then we have the right to require that you comply with the standards, specifications, conditions, and requirements relating to such websites that we may periodically prescribe in the Operations Manual and our System Standards or otherwise in writing, and we also have the right to revoke our approval in which case you must promptly discontinue using the separate website. You must also immediately discontinue the use of any unauthorized website or Online Sites if your conduct related to them is in breach of this Section 7. If you fail to discontinue their use after we request you to do so, you authorize us to terminate their use on your behalf, and you will pay our expenses and provide us all information necessary to do so.

7.4 Notification of Infringements and Claims. You must notify us immediately in writing of any apparent infringement of or challenge to your use of any Trademark, or any claim by any Person of any rights in any Trademark or any similar trade name, trademark or service mark of which you become aware. You must not communicate with any Person other than us and our legal counsel regarding any infringement, challenge or claim. We may take any action we deem appropriate and have the right to exclusively Control any litigation or other proceeding arising out of any infringement, challenge or claim relating to any Trademark. You will sign all documents, provide assistance and take all action as we may reasonably request to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Marks.

7.5 Litigation. You will have no obligation to and will not, without our prior written consent, defend or enforce any of the Marks in any court or other proceedings for or against imitation, infringement, any claim of prior use, or for any other allegation. You will, however, immediately notify us of any claims or complaints made against you respecting the Marks and will, at your expense, cooperate in all respects with us in any court or other proceedings involving the Marks. We will pay the cost and expense of all litigation we incur, including attorneys' fees, specifically relating to the Marks. We and our legal counsel will have the right to Control and conduct any litigation relating to the Marks.

7.6 Changes. You cannot make any changes or substitutions to the Marks unless we so direct in writing. We reserve the right, in our business judgment, to modify or discontinue use of any Marks, or to use one or more additional or substitute Marks or service marks. In such event, you will, at your expense, comply with such modification or substitution within a reasonable time after we notify you.

8. CONFIDENTIAL INFORMATION/IMPROVEMENTS

8.1 **Confidential Information.** We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under Applicable Law (“**Confidential Information**”), relating to the development and operation of World Options Businesses, including information relating to your Franchised Business. The Confidential Information includes, without limitation, the following:

8.1.1 Plans, specifications, and strategies for the operation, development, or expansion of World Options Businesses and brand, and the operating results and financial performance of World Options Businesses;

8.1.2 Training materials, programs and systems for franchisees and personnel of World Options Businesses, including, without limitation, the Operations Manual;

8.1.3 The System Standards and such other methods, techniques, formats, specifications, standards, systems, procedures, trade secrets, and sales and marketing techniques, and knowledge of and experience in the development and operation of World Options Businesses as we will develop or disclose to you periodically;

8.1.4 Market research and all promotional, marketing and advertising programs for World Options Businesses;

8.1.5 Knowledge of, specifications for, and suppliers of World Options products, services, materials, supplies, equipment, fixtures, furnishings, and transport;

8.1.6 Any computer software programs (including, without limitation, the data generated thereby) that are proprietary to us or our Affiliate;

8.1.7 Customer mailing lists prepared by us for use by you, and other similar services offered by us;

8.1.8 Carrier rates and discount information;

8.1.9 Knowledge of operating results and financial performance of World Options Businesses other than the Franchised Business; and

8.1.10 All data and records related to Customers of the Franchised Business, including, without limitation, all Customer Data.

8.2 **Confidential Information Restrictions.** You acknowledge and agree that you do not acquire any interest in the Confidential Information, other than the right to use it in developing and operating the Franchised Business pursuant to this Agreement, and that the use or duplication of the Confidential Information in any other business constitutes an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary and is a trade secret of ours, and such Confidential Information is disclosed to you solely on the condition that you agree that you: (i) will not use the Confidential Information in any other business or capacity; (ii) will maintain the absolute confidentiality of the Confidential Information during and after the Term of this Agreement; (iii) will not make unauthorized copies of any Confidential Information disclosed in written form; (iv) will adopt and implement all reasonable procedures we direct to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to the Franchised Business employees; and (v) will sign a Confidentiality Agreement and will require all employees with access to Confidential Information to sign such an agreement in a form we approve.

The restrictions on your disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information in judicial or administrative proceedings to the extent you are legally compelled to disclose this information, if you use your best efforts to maintain the confidential treatment of the Confidential Information, and provide us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed.

8.3 Improvements. You must fully and promptly disclose to us all ideas, concepts, methods, techniques, improvements, additions and Customer Data relating to the development and/or operation of the Franchised Business or the System, or any new trade names, service marks or other commercial symbols, or associated logos relating to the operation of the Franchised Business, or any advertising or promotion ideas related to the Franchised Business (collectively the “**Improvements**”) that you and/or your employees conceive or develop during the Term of this Agreement. All such Improvements will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a “work made-for-hire” for us, you must assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the Improvement. You agree that we have the perpetual right to use and authorize others to use the Improvements without any obligation to you for royalties or other fees.

9. RELATIONSHIP OF THE PARTIES / INDEMNIFICATION

9.1 Relationship of the Parties. The Parties are independent contractors. Neither Party is the agent, legal representative, partner, subsidiary, joint venturer, or employee of the other. Neither Party will independently obligate the other Party to any third parties or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence. You must conspicuously identify yourself at the premises of the Franchised Business and in all dealings with Customers, lessors, contractors, vendors, suppliers, public officials, and others as the owner of the Franchised Business, under a franchise agreement from us, and must place other notices of independent ownership on signs, forms, stationery, advertising and other materials as we require. For the avoidance of doubt, we are not the employer or joint employer of you or your employees.

9.2 Your Indemnification Obligations. You and your Principals, on behalf of themselves and your Affiliates, will indemnify, defend and hold harmless the Company Indemnitees against and reimburse any one or more of the Company Indemnitees for any and all Losses and Expenses arising out of, from, or related to an Indemnified Matter involving any claims, directly or indirectly, arising out of or from or related to any claims, directly or indirectly, arising out of or from or related to any of the following (each, an “Indemnified Matter”): (a) the development, operation or closing of the Franchised Business; (b) any breach of this agreement by you, your Affiliates or any Principal, or your Affiliates’ or any Principal’s breach of any other agreement between Company or its Affiliates and you, your Affiliates, the Managing Owner, Certified Manager, or any Franchised Business manager; and (c) the marketing, promotion or advertisement of the Franchised Business or products or the sale of any products offered by the Franchised Business, including unfair or fraudulent advertising claims (whether in print advertising or electronic media), and product liability claims. The indemnity set forth above includes claims, directly or indirectly, arising out of, from, or related to the Company Indemnitees’ negligence. Company has the right, at its option, to defend any such claim against the Company Indemnitees at your sole cost and expense. If you defend any claim, you may not enter into any settlement agreement or otherwise resolve or conclude the matter without our prior written consent. This indemnity will continue in full force and effect subsequent to, and notwithstanding, the expiration or termination of this agreement. Under no circumstances will Company or any other Company Indemnitees be required to seek recovery from any insurer or other third party, or otherwise to mitigate its or your Losses And Expenses, in order to maintain and recover fully a

claim against you. Any failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts recoverable by Company or another Company Indemnatee from you.

9.3 Survival. The indemnities and assumptions of liabilities and obligations continue in full force and effect after the expiration or termination of this Agreement.

10. OPERATING STANDARDS

10.1 Restriction on Use of Premises. You agree that, without our prior written approval, (i) you will not offer at the Premises of the Franchised Business any products or services not then authorized by us for World Options Businesses, or (ii) except as expressly provided in this Agreement, use the Premises for any purpose other than the operation of a World Options Business.

10.2 Your Hiring and Training of Employees. You will maintain at all times a staff of trained employees sufficient to operate the Franchised Business in compliance with our standards. You will comply with all Applicable Laws, ordinances and regulations regarding hiring and firing of employees, employment, labor and immigration. You will hire all employees of the Franchised Business and be exclusively responsible for the terms of their employment, scheduling, benefits, disciplining, compensation, and all other personnel decisions without any influence or advice from us, and such decisions and actions shall not be, nor be deemed to be, our decisions or actions. None of your employees will be deemed to be an employee of ours for any purpose, and you will notify each of your employees of this fact. You will implement a training program for Franchised Business employees in compliance with our requirements.

10.3 Products, Supplies, and Materials. You agree that the Franchised Business will only offer for sale those products and services which we have approved as being suitable for sale and meeting the standards of quality and uniformity for the System. Certain products, services, equipment, supplies, and materials must be purchased from suppliers approved by us (which may include us and/or our Affiliates). We periodically may modify the lists of approved brands, suppliers, and Carriers, and you will comply with such modified lists of approved brands, suppliers, and Carriers. You may use, provide, and sell only those Carriers and Carrier services we specify. You may not sell, lease, or offer any products or services of a Carrier not authorized by us in writing. We have the right to modify or eliminate any existing agreements with Carriers, add to or discontinue working with any Carrier, and to sign, modify, or eliminate new Carrier and/or supplier agreements in our sole determination. You agree to promptly add, remove, or modify any Carriers, software, product, good, or service immediately upon Notice from us. You acknowledge we cannot guarantee the performance of any Carrier or other supplier. You understand and acknowledge there is no guarantee or promise that the relationship with any of our current Carriers, vendors, or suppliers will continue or otherwise remain available to World Option Businesses. If you propose to offer for sale or purchase any products, services, equipment, supplies, or materials which we have not approved, you must first notify us in writing and provide sufficient information, specifications and samples concerning the products, services, equipment, supplies or materials to permit us to determine whether they comply with our specifications and standards and meet our approved criteria. We will notify you within a reasonable time whether or not the proposed products, services, equipment, supplies, or materials are approved. We may develop procedures for the submission of requests for approved products, services, equipment, supplies, or materials and obligations that approved suppliers must assume (which may be incorporated in a written agreement to be signed by approved suppliers). We will have the right to charge each proposed supplier a reasonable fee in reviewing a proposed brand or supplier. We may impose limits on the number of suppliers and/or brands for any products, services, equipment, supplies or materials to be used in the Franchised Business. You agree that certain products, services, equipment, supplies, or materials may only be available from one source, and we or our Affiliates may be that source. You will pay the products, services, equipment, supplies, or materials then-current price in effect for approved products, services, equipment, supplies, or materials you purchase from us, our Affiliates or any third party we designate. We

or our Affiliates may collect a rebate, credit, incentive or other benefits from any approved and/or designated suppliers, and we may, but are not required to, share all or a portion of any such rebate, credit, incentive or other benefit with you. WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, RESPECTING PRODUCTS, SERVICES, EQUIPMENT (INCLUDING ANY REQUIRED COMPUTER HARDWARE OR SOFTWARE), SUPPLIES, MATERIALS, FIXTURES, FURNISHINGS OR OTHER ITEMS THAT WE DISTRIBUTE OR THAT THIRD PARTIES APPROVED BY US MANUFACTURE OR DISTRIBUTE FOR USE IN THE SYSTEM. You acknowledge and agree that we and/or our Affiliates may derive revenue from your purchase of required products, supplies, materials, and services, including through reasonable mark-ups or compensation, rebates, or discounts from Carriers or other suppliers, and that we and/or our Affiliates are entitled to retain such fees or other consideration. Any monies paid to us or our Affiliates for goods or services are non-refundable.

10.4 Standards of Service; Hours of Operation. You must at all times give prompt, courteous and efficient service to Customers. You must, in all dealings with Customers, suppliers and the public, adhere to the highest standards of honesty, courtesy, integrity and fair dealing. You will maintain any minimum hours of operation during the Term of this Agreement as set forth in the Operations Manuals.

10.5 System Standards. You acknowledge and agree that the development and operation of the Franchised Business in accordance with the System Standards is important to us, you and other World Options Businesses and is essential to the System. You agree to maintain the highest standards of quality and service in the Franchised Business and agree to comply with all mandatory specifications, standards and operating procedures (whether identified to you as System Standards, or contained in the Operations Manual, or any other written communication to you, and as periodically modified and supplemented by us in our discretion during the Term of this Agreement) relating to the development, appearance, maintenance or operation of a World Options Business, including:

- (a) Type, quality and uniformity of service;
- (b) Methods and procedures relating to marketing, dealing with Customers and providing services to Customers;
- (c) The safety, maintenance, cleanliness, function and appearance of the Franchised Business Premises and its fixtures, equipment, furniture, décor and signs;
- (d) Standards related to the qualifications, training, dress, and appearance of Franchised Business employees;
- (e) The style, make and/or type of equipment (including computer equipment) used in operating the Franchised Business;
- (f) Use and illumination of exterior and interior signs, posters, displays, standard formats and similar items, if any;
- (g) Franchised Business advertising and promotion; and
- (h) Other aspects of the development and operation of the Franchised Business as we may designate.

Standards and specifications for the System that we prescribe in the Operations Manual are considered as part of our System Standards, and you are required to comply with them to the fullest extent permitted by law. You agree to implement any changes in the Operations Manual and System Standards within the reasonable time period we request. You have the obligation to request modifications to the Operations Manual and/or System Standards so that no standards or specifications in them violate or could result in a violation of or noncompliance with any applicable federal, state, and local governmental laws, ordinances, and regulations.

10.6 Carrier Requirements and Minimum Carrier Sales. You must strictly comply with any operational requirements and standards established or required by a Carrier for the use of its freight, shipping, or transport services. You must meet or exceed any minimum sales requirements imposed by an approved Carrier, as set forth in the Operations Manual or otherwise communicated to you in writing. Your failure to achieve these minimums may result in the termination of this Agreement.

10.7 Compliance with Laws and Good Business Practices. You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and must operate the Franchised Business in compliance with all Applicable Laws, ordinances and regulations, including without limitation those relating to employment and labor, site location and building construction, waste management, health, sanitation and safety, including without limitation occupational safety laws, the environment, the collection and disposal of hazardous waste, and privacy and data protection. Without limitation, the Federal Aviation Administration, the Federal Maritime Administration, and the Federal Highway Administration, as well as some states, have laws and regulations that may affect the services offered by your Franchised Business, including licensing fees and bonding requirements, and you agree to comply with all such Applicable Laws. You must comply with all laws and regulation relating to privacy and data protection (including any Applicable Data Protection Law). You also must comply with any privacy policies, data protection policies and breach response policies we periodically may establish. You must notify us immediately of any suspected data breach at or in connection with the Franchised Business. You must notify us in writing within five (5) days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, writ, injunction, award of decree, by any court, agency, or other governmental instrumentality which may adversely affect the operation or financial condition of you or the Franchised Business. You will not conduct any business or advertising practice which injures our business, the System or the goodwill associated with the Marks and other World Options Businesses. You agree to indemnify and hold us harmless from any such violation or non-compliance by you.

10.8 Management of the Business / Conflicting Interests. The Franchised Business must at all times be under your direct supervision or, if you are an Entity, a Managing Owner who we have approved. If there is more than one Owner, the Owners must designate in writing one of the Owners owning a Controlling Interest in you as the Managing Owner who will supervise Franchised Business operations and represent you in interacting with us. The Managing Owner must complete our initial training program to our satisfaction as described in Section 5.1.

You or your Managing Owner must at all times faithfully, honestly, and diligently perform your obligations and continuously use best efforts to promote, operate, and enhance the Franchised Business. You (or your Managing Owner) must assume responsibilities on a full-time basis and must not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments or otherwise may conflict with your obligations. At our discretion, we may (but are not required to) give you written approval to allow a manager who is not an Owner and who has successfully completed our initial training program or our training program for managers (the “Certified Manager”) to manage the Franchised Business as described in this paragraph.

You or your Managing Owner (or your Certified Manager, if applicable) will either (1) at all times actively manage the Franchised Business and personally supervise the Franchised Business's day-to-day operations, in which case you will employ a sales Person to spend a minimum of forty (40) hours per week on outside sales call (i.e. direct face-to-face selling) to new and existing Customers of the Franchised Business or (2) spend a minimum of forty (40) hours per week on outside sales calls to new and existing Customers of the Franchised Business, in which case you must have a production manager that we approve in writing actively manage operations at of the Franchised Business under the day-to-day supervision of you or your Managing Owner (or your Certified Manager, if applicable).

10.9 Insurance. You agree to purchase and maintain in force, at your expense, the following insurance at a minimum:

10.9.1 Comprehensive general liability insurance, including products liability, property damage, and personal injury coverage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate;

10.9.2 Worker's compensation, employer's liability limits of at least One Million Dollars (\$1,000,000), bodily injury by accident per each accident; at least One Million Dollars (\$1,000,000), bodily injury by disease, policy limit; and at least One Million Dollars (\$1,000,000), bodily injury by disease, per each employee; and other insurance to meet the greater of all applicable statutory requirements or the then-current minimum levels of coverage as we periodically require;

10.9.3 Commercial property insurance policy, including, at a minimum, fire, vandalism, theft, burglary and extended coverage insurance with primary and excess limits of not less than one hundred percent (100%) replacement value of the Franchised Business facility and fixtures, equipment and inventory;

10.9.4 Business interruption/time element coverage in such amounts as we periodically may require either as a component of or an endorsement to a commercial property insurance policy; and

10.9.5 Automobile liability insurance for owned and non-owned business vehicles including personal injury, wrongful death and property damage with coverage of at least One Million Dollars (\$1,000,000) per occurrence.

10.9.6 All insurance policies will: (i) be issued by an insurance carrier(s) we designate or that meets our then-current minimum standards (currently AM Best Rating of at least A-, Class VII); (ii) will name us and our Affiliates and their respective officers, directors and employees as additional insured; (iii) contain a waiver of the insurance company's right of subrogation against us; (iv) contain the above-mentioned insurance coverage for each Franchised Business that you operate unless otherwise approved by us; (v) provide that we will receive thirty (30) days' prior written Notice of any material change in or termination, expiration or cancellation of any policy; and (vi) as applicable, include primary and non-contributory endorsement or language in form and content as we periodically require. We periodically may, with prior written Notice to you, increase the minimum liability protection requirements, modify the policy, endorsement, and other requirements, and require different or additional kinds of insurance to reflect inflation or changes in standards of liability. If you at any time fail to maintain in effect any insurance coverage we require, or to furnish satisfactory evidence thereof, we, at our option, may obtain insurance coverage for you. You agree to promptly sign any applications or other forms or instruments required to obtain any insurance and pay to us, on demand, any costs and premiums we incur. You will provide us with a copy of the certificate of insurance in compliance, insurance policy endorsement and other evidence of compliance with these requirements as we periodically require at least two (2) weeks before you commence operations of the Franchised Business. In addition, you will provide to us a copy of the

certificate of or other evidence of the renewal or extension of each insurance policy. Your obligation to obtain and maintain these insurance policies in the amounts specified will not be limited in any way by reason of any insurance that we may maintain, nor does your procurement of required insurance relieve you of liability under the indemnity obligations described in Section 9. Your insurance procurement obligations under this Section are separate and independent of your indemnity obligations. We do not represent or warrant that any insurance that you are required to purchase will provide you adequate coverage. The requirements of insurance specified in this Agreement are for our protection. You should consult with your own insurance agents, brokers, attorneys, and other insurance advisors to determine the level of insurance protection you need and desire, in addition to the coverage and limits required by us.

10.10 Anti-Discrimination. You shall not discriminate against Customers (in the products or services that you provide, access to your products or services, or by your refusing to provide your products and services) on the basis of any protected characteristic, including, without limitation, race, color, religion, age, sex, sexual orientation, gender identity, marital status, national origin, or disability. You will comply with any anti-discrimination policies in our Operations Manual and/or System Standards.

10.11 Data Privacy and Protection.

10.11.1 Franchisee acknowledges and agrees that it will collect, process, and otherwise use Personal Information, and transfer Personal Information to Company, in compliance with all Applicable Data Protection Laws. Franchisee agrees to hold Company and its Affiliates harmless of any liability and Losses and Expenses incurred, suffered or sustained by Company and its Affiliates, shareholders, officers, directors, employees and agents, as a result of Franchisee's non-compliance with Applicable Data Protection Laws.

10.11.2 With regard to Personal Information that Franchisee may collect, receive, or otherwise process as a result of any agreements between Franchisee and Company (or its subsidiaries or affiliates), including this Agreement, Franchisee agrees and certifies that it will: (i) Process Personal Information only for the limited and specified purposes of providing services requested by Company; (ii) Assist Company with the resolution of any request or inquiries that Company receives from individuals and/or data protection regulators relating to Franchisee's processing of Personal Information and, if and to the extent requested by Company, cooperate with any regulators' requests; (iii) Implement and maintain reasonable and appropriate physical, technical, and administrative safeguards, procedures, and practices to protect and maintain the confidentiality, security, accuracy, integrity, availability, and authenticity of Personal Information; (iv) Notify Company, and provide Company with the ability to object, before transmitting Personal Information to a service provider, sub-processor, subcontractor, or other vendor; (v) Require any service provider, sub-processor, subcontractor, or other vendor that receives Personal Information to agree to provisions materially similar to those found within this Section 10.11; (vi) Notify Company if it believes that it can no longer meet the obligations of this Section 10.11; and (vii) Allow and contribute to reasonable audits by Company, including inspections by the Company or its auditor, to verify Franchisee's compliance with data processing and security obligations and Applicable Data Protection Laws.

10.11.3 For purposes of this Section 10.11, "**Security Incident**" means any actual or reasonably suspected unauthorized disclosure, release, access, or acquisition of Personal Information. In the event of any Security Incident, Franchisee shall notify Company immediately but no later than forty-eight (48) hours after Franchisee or any of its vendors become aware of a Security Incident. Such notifications shall include, at a minimum, the following information to the extent known by Franchisee and as it becomes available: (i) detailed description of the Security Incident, (ii) the date or estimated date of the Security Incident, (iii) the date range of the Security Incident within which the Security Incident occurred, (iv) the type of Personal Information that was the subject of the Security Incident, whether the

notification was delayed as a result of a law enforcement investigation, and (v) the identity of each impacted individual. Franchisee shall take immediate action to investigate the Security Incident and shall use industry standard, reasonable efforts to mitigate the effects of any such Security Incident. Franchisee shall also provide Company with reasonable assistance to satisfy any legal obligations (including obligations to notify impacted individuals and any data protection regulator) of Company in relation to such Security Incident.

10.11.4 To the extent Franchisee's activities require a restricted transfer (as such term is defined under Applicable Data Protection Laws) of Personal Information to Company, such restricted transfer shall be undertaken pursuant to a legal mechanism for transfer as approved under Applicable Data Protection Laws (which legal mechanism may include, without limitation, the entry into standard contract clauses for restricted transfers).

10.11.5 Franchisee further agrees and certifies that it will not: (i) Sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information to another business or a third party for monetary or other valuable consideration; (ii) Retain, use, disclose, collect, sell, or otherwise process Personal Information for any purpose other than for the specific purpose of, and as necessary for, performing services for Company pursuant to a written agreement(s). For clarity, Franchisee may not retain, use, or disclose the Personal Information for any other commercial purposes or outside of the direct business relationship between Franchisee and Company; (iii) Combine the Personal Information that it receives from Company with the Personal Information that it receives from another company or business (or that it collects from its own interaction with individuals), except if expressly permitted to do so by Company or required to do so by law; and/or (iv) Share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information for the purpose of cross-context behavioral advertising.

10.11.6 This Section 10.11 will survive expiration or termination of this Agreement and any other agreement(s) that may exist between Franchisee and Company (or its subsidiaries or affiliates). Existing terms in such agreement(s) remain in effect except that this Section 10.11 controls in the event of a conflict with such terms. In the event of a breach of this Section 10.11, Company may take reasonable and appropriate steps to stop and remediate the unauthorized use by Franchisee of Personal Information. Franchisee will make available to Company all information requested by Company to demonstrate Franchisee's compliance with the obligations set out in this Section 10.11.

10.12 Billing and Collection Services. You agree to coordinate with and instruct Customers concerning the billing, collection, and receipt services of World Options Businesses. Customers must pay Us directly for all products and services purchased from or sold by your Franchised Business. Your Carrier shipments, services, and products are paid for through us from Customer payments we collect. You must assure that you have sufficient Customer payments to pay all Carrier costs. If you fail to do so, we may immediately suspend your access to Carrier services. For these services, you must use the computer platform and software we require, and you must upgrade or change such platform and software as we direct to keep current with then-current system standards and requirements as set forth in the Operations Manual. You are responsible for collecting all past due accounts of Customers as provided in the Operations Manual. If a Customer does not timely pay for a Carrier product or service, we may suspend payments to you or your suppliers and Carriers until you cure such default. If a Customer inadvertently pays you directly for any product or service, you are required to immediately forward that payment to us with written instructions on how that payment should be applied. In certain circumstances, we may give permission for you to invoice and receive payments directly from a Customer, but our permission must be in writing, and must be strictly followed by you. We will perform all billing and collection services and deduct Carrier costs and all fees due to us from money we collect on your behalf. The balance after these deductions will be paid to you

within thirty (30) days after we have closed the applicable invoices. If any Customers of the Franchised Business fail to pay their invoices, we reserve the right to deduct from any amounts owing to you, the Carrier costs, Royalties, Marketing Fund Contributions, and other fees and amounts due to us or our Affiliates.

11. MARKETING

11.1 Marketing Fund. We will place all Marketing Fund Contributions we receive in the Marketing Fund and will manage the Marketing Fund. Reasonable disbursements from the Marketing Fund will be made to pay expenses we incur in connection with the general promotion of the Marks and the System, including for marketing, advertising, brand development, public relations; market research; lead generation and sales promotion, creative design costs to produce marketing and advertising materials, the cost of formulating, developing and implementing advertising, marketing promotional materials and public relations campaigns; programs and efforts to increase patronage of World Options Businesses; business development; and the reasonable costs of administering the Marketing Fund, including the cost of employing advertising agencies to assist us and providing promotional brochures and advertising materials to World Options Businesses, as well as accounting expenses and the actual costs of salaries and fringe benefits paid to our employees engaged in administration of the Marketing Fund. The Marketing Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Marketing Fund. We cannot ensure that you or any individual franchisee in the System will benefit directly or on a pro rata basis from the future placement of any such advertising in its local market. We may spend in any fiscal year an amount greater or less than the aggregate contributions of World Options Businesses to the Marketing Fund in that year. We may, through the Marketing Fund, furnish you with approved marketing plans and materials on the same terms and conditions as we impose on plans and materials we furnish to other franchisees in the System. We will determine the methods of advertising, media employed, and scope, contents, terms and conditions of advertising, marketing, promotional and public relations campaigns and programs. Upon written request, we will provide you an annual unaudited statement of the receipts and disbursements of the Marketing Fund for our most recent fiscal year.

11.2 Independent Advertising and Business Promotion. In addition to the Marketing Fund Contribution due under Section 6.4 above, you must spend, at a minimum, the Independent Marketing Expenditure during each calendar quarter on approved advertising, marketing, and promotional activities for the Franchised Business within the United States. Franchisor may, at its sole option, adjust the required Independent Marketing Expenditure upon ninety (90) days' prior Notice to Franchisee (e.g., increase the percentage of Gross Margin to be contributed); provided, any increased Independent Marketing Expenditure will not exceed one percent (1%) of your Gross Margin. Within thirty (30) days after the end of the calendar quarter you will provide us with an accounting of the funds that you have spent for approved advertising for the preceding calendar quarter. If you fail to spend the minimum Independent Marketing Expenditure under this Section 11.2 during the calendar quarter for approved advertising, you will deposit with us the difference between what you should have spent for approved advertising during the calendar quarter and what you actually spent for approved advertising during the calendar quarter, and we will deposit that amount in the Marketing Fund. For purposes of this Section, advertising and promotional activities are "approved" if they comply with Section 11.4 below. You must actively market, promote, develop, and advertise your Franchised Business as set forth in the Operations Manual.

11.3 Online Directory Advertising. You must, at your expense, list and advertise the Franchised Business in any online directories we direct, using our standard forms of listing. The cost of advertising will be credited towards your independent advertising obligations, as described in Section 11.2 above. You may promote your Franchised Business and participate in social media campaigns in accordance with our written policies and procedures.

11.4 Approved Advertising, Media Plans, and Business Promotion Materials. We may develop, and make available to you, business media planning assistance. If we do so, you must use our recommended media plan in promoting the Franchised Business or otherwise develop, and obtain our advance written approval to, an alternative media/promotion plan. In addition, you will use only our approved advertising and promotional materials approved by us in promoting the Franchised Business. If you desire to use any advertising or promotional materials in promoting the Franchised Business which we previously have not approved, you must obtain written approval from us before using any such materials, which approval will not be unreasonably withheld. If we do not respond within fifteen (15) days from the date we receive your proposed materials, you may use such materials provided they otherwise comply with this Agreement. If we later determine that your advertising materials do not satisfy our then-current advertising and promotional standards (including trademark standards), you will immediately cease using such materials upon written Notice from us.

11.5 Participation in Certain Programs and Promotions. You will use your best efforts to promote and advertise the Franchised Business and will participate in all advertising and promotional programs we establish in the manner we direct. You will have the right to advertise and sell your products and services at the prices you determine, provided such prices are consistent with our general marketing and advertising guidelines.

11.6 Initial Marketing. Upon signing this Agreement, you must pay us the Initial Marketing Fee described in Section 6.2.2. The Initial Marketing Fee will be used to retain an approved a lead generation firm to help you identify leads for prospective customers. You must cooperate with such lead generation firm. You will use such identified leads, along with other prospecting methods required or recommended by us, to build your pipeline of qualified potential customers.

12. RECORDS AND REPORTS

12.1 Accounting and Records. During the Term of this Agreement, you will, at your expense, maintain and retain for a minimum of three (3) years from the date of their preparation, complete and accurate books, records and accounts (using such methods of bookkeeping and accounting as we may require) relating to the Franchised Business (the “**Records**”), in the form and manner we direct in the Operations Manual, System Standards, or otherwise in writing.

You must use any accounting and/or recordkeeping software we designate periodically. The Records will include the following: (i) daily cash reports; (ii) cash receipts journal and general ledger; (iii) cash disbursements journal and weekly payroll register; (iv) monthly bank statements and daily deposit slips and canceled checks; (v) all tax returns relating to the Business and of each of the Owners; (vi) suppliers’ invoices (paid and unpaid); (vii) monthly balance sheets and profit and loss statements; and (viii) such other records and information as we periodically may request. You will be permitted to preserve Records and submit reports electronically, consistent with our requirements. You grant us the right of continuous access to your accounting and recordkeeping software and all data processed from it and any other accounting and financial services you use. You will be permitted to preserve Records and submit reports electronically, consistent with our requirements. All such reports and statements shall be prepared and delivered to us in the English language. We will have the right to use and disclose all data derived from any and all reports, records and information concerning you, including financial information (but excluding the disclosure of your or your Owners’ tax returns), provided to or gathered by us.

12.2 Reports and Tax Returns. You must complete and grant us access to the following financial information, reports, and/or information: (i) on or before the fifth (5th) business day of each calendar month following the effective date of this Agreement, a statement of the Franchised Business’s Gross Sales and Gross Margins for the immediately preceding calendar month; (ii) on or before thirty (30) days after the

end of each calendar month, on an accrual basis, a profit and loss statement for the Franchised Business for the immediately preceding calendar month and year-to-date, and a balance sheet as of the end of such month; (iii) within ninety (90) days after the end of each calendar year, an annual profit and loss statement and source and use of funds statement for the Franchised Business for the year and a balance sheet for the Franchised Business as of the end of the year, which must be prepared by an independent certified public accountant or a qualified bookkeeper either of which we approve in writing; and (iv) within ten days (10) days after we request them, a copy of your income federal and state income tax returns (for you and each of your Owners), sales tax returns, and payroll tax returns. Upon request, you also will provide to us copies of all Records and other information and supporting documents as we designate. All financial statements, reports, and information must be on forms we approve and signed and verified by you.

12.3 Annual Profit Plans. You will prepare and submit to us on or before November 30th of each year, an annual profit plan for the Franchised Business for the upcoming calendar year as required by us for that calendar year, containing information required by us, including, among other things, goals, and your specific objectives for improving sales and marketing, operations, and financial performance.

13. INSPECTION AND AUDITS

13.1 Our Right to Inspect the Business. To determine whether you are in compliance with this Agreement, we may, at any time during business hours and without prior Notice to you, inspect the Franchised Business. You must fully cooperate with our representatives making any inspection and will permit our representatives to take photographs or videotapes of the Franchised Business and to interview employees of the Franchised Business.

13.2 Our Right to Examine Books and Records. We may, at all reasonable times and without prior Notice to you, examine, audit, or request copies of the Records, including the books, records, and state and/or federal income tax records and returns of any Owner. You must maintain all Records and supporting documents at all times at the Franchised Business Premises. You will make financial and other information available at a location we reasonably request, and will allow us (and our agents) full and free access to any such information at the Franchised Business. You also must make copies of any Records we request and deliver those Records to us or our designee. You otherwise will fully cooperate with our representative and independent accountants hired to conduct any examination or audit.

13.3 Result of Audit; Unreported Gross Sales. If any examination or audit discloses an understatement of Gross Sales or Gross Margin, you will pay to us, within fifteen (15) days after receipt of the examination or audit report, the Royalties and any Marketing Fund Contributions due on the amount of the understatement, plus interest (at the rate provided in Section 6.9 above) from the date originally due until the date of payment. You must reimburse us for the cost of the audit or examination, including the charges of any independent accountants and the travel expenses, room and board, and compensation of our employees, if: (i) an examination or audit is necessary because you failed to timely provide required information; or (ii) any examination or audit results in a determination that Gross Sales or Gross Margin for any month are understated by greater than one percent (1%). The foregoing remedies are in addition to all other of our remedies and rights under Applicable Law.

14. COVENANTS

14.1 Non-Solicitation of Customers. Neither you nor any of your Owners will, during the Term, and for a period of two (2) years after this Agreement expires or is terminated (or with respect to an Owner, from the date such Owner ceases to be an Owner as defined under this Agreement), directly or indirectly divert or attempt to divert any business, account, or Customer to any Competitive Business.

14.2 Covenant Not To Compete During Term. You and your Owners acknowledge the covenants set forth in this Section 14 are given for the purchase and sale of a business or the assets of a business. You further acknowledge you will receive valuable specialized training, confidential information, and our trade secrets, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques from us. You and each of your Owners will not, during the Term of this Agreement, directly or as an employee, agent, consultant, partner, officer, director, manager, member, or shareholder of any other Person, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in, or assist any Person engaged in any Competitive Business in the United States, except: (i) with our prior written consent; (ii) other World Options Businesses that you operate under and in compliance with other franchise agreements with us; or (iii) the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent (1%) or less of that class of securities.

14.3 Post-Term Covenant Not To Compete. You and each of your Owners will not, for a period of two (2) years after this Agreement expires or is terminated (or with respect to an Owner, from the date such Owner ceases to be an Owner as defined under this Agreement), directly or as an employee, agent, consultant, partner, officer, director, manager, member, or shareholder of any other Person, engage in, be connected with, have any interest in, or assist any Person engaged in any Competitive Business located or operating within a fifty (50) mile radius of the Premises or a fifty (50) mile radius of the premises of any World Options Business operating as of the date of expiration or termination of this Agreement; provided, however, that this Section 14.3 will not apply to: (1) other World Options Businesses that you operate under and in compliance with other franchise agreements with us; or (2) the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent (1%) or less of that class of securities.

The two-year time period described in this Section 14.3 will be tolled for any period during which you are in breach of the covenants or any other time period during which we seek enforcement of this Agreement. Each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.

14.4 Injunctive Relief. You agree that damages alone cannot adequately compensate us if there is a violation of any covenant in this Section 14 in that injunctive relief is essential for our protection. You therefore agree that we may seek injunctive relief without posting any bond or security, in addition the remedies that may be available to us at equity or law, if you or anyone acting on your behalf violates any covenant in this Section 14. The covenants stated in this Section 14 will survive the termination or expiration of this Agreement.

14.5 Modifications. The Parties agree the restrictive covenants will be enforced to the fullest extent possible under Applicable Law. If any part of the restrictions of Section 14 are found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable. Further, Franchisor, at its sole option, may reduce the scope of any covenant set forth above or any portion thereof, without Franchisee's consent, effective immediately upon delivery to Franchisee to Notice thereof.

15. TRANSFER

15.1 By Us. This Agreement is fully assignable by us and benefits our successors and assigns. Any such assignment will require the assignee to fulfill our obligations under this Agreement.

15.2 Your Assignment to Corporation or Limited Liability Company. You may assign this Agreement to a corporation or a limited liability company that conducts no business other than the

Franchised Business (or the operation of other World Options Businesses under other franchise agreements with us), provided you meet the following conditions: (i) the assigning Franchisee actively manages the Franchised Business and owns at least seventy percent (70%) of the ownership interest in the corporation or limited liability company; (ii) you and all owners of the assignee Entity sign the Guaranty Agreement attached hereto as Schedule C; (iii) you provide us thirty (30) days' prior written Notice before the proposed date of assignment of this Agreement to the corporation or limited liability company; (iv) you provide to us a certified copy of the articles of incorporation, operation agreement, organizational documents, a list of all shareholders or members having beneficial ownership, reflecting their respective interest in the assignee Entity; and (v) the organizational documents and all issued and outstanding stock or membership certificates will bear a legend, in a form acceptable to us, reflecting or referring to the assignment restrictions stated in Section 15.3 below. You will pay a Transfer Fee in the amount of Seven Hundred Fifty Dollars (\$750) for an assignment under this Section 15.2.

15.3 Your Transfer, Assignment, or Sale. You understand that we have granted the Franchise under this Agreement in reliance upon your individual or collective character, aptitude, attitude, business ability and financial capacity. You (and your Owners) will not transfer (whether voluntary or involuntary), assign, or otherwise dispose of, in one or more transactions, the Franchised Business, substantially all or all of the assets of the Franchised Business, this Agreement or any Controlling Interest in you ("**Transfer**") unless you obtain our prior written consent (except as provided in Section 15.2 above). We will not unreasonably withhold our consent to an assignment, provided you comply with any or all of the following conditions which we may deem necessary:

15.3.1 All of your accrued monetary obligations to us, our Affiliates or to third party creditors have been satisfied, you have submitted to us all required reports financial statements, tax returns and other documents requested by us and you otherwise are in good standing under this Agreement;

15.3.2 The transferee and its proposed managing owner are approved by us and demonstrates to our satisfaction that they: meet our managerial, financial, and business standards for new franchisees; possess a good business reputation and credit rating; and have the aptitude and ability to operate the Franchised Business. You understand that we may communicate directly with the transferee and its proposed managing owner during the transfer process to respond to inquiries, as well as to ensure that the transferee and its proposed managing owner meet our qualifications;

15.3.3 The transferee enters into a written agreement, in a form satisfactory to us, assuming and agreeing to discharge all of your obligations and covenants under this Agreement for the remainder of the Term or, at our option, signs our then-current standard form of franchise agreement which may contain materially different terms and conditions than this Agreement;

15.3.4 The transferee successfully completes the initial training program required of new franchisees and, at our option, pays us our then-current training fee;

15.3.5 If required, the lessor of the Franchised Business Premises consents to your assignment or sublease of the Premises to the transferee;

15.3.6 You or, at our sole option, the proposed transferee will pay us a non-refundable transfer fee of Five Thousand Dollars (\$5,000) ("**Transfer Fee**"). Notwithstanding the foregoing, the Transfer Fee will be Seven Hundred Fifty Dollars (\$750) if the Transfer would not result in a change of Control of Franchisee. The Transfer Fee is due at the time we grant our conditional consent to the transfer or when the transferee-franchisee signs the agreement required under Section 15.3.3, whichever is earlier. Payment of the Transfer Fee will relieve the transferee-franchisee of the obligation to pay the Initial Franchise Fee. In addition to the Transfer Fee, if you request our assistance in selling the Franchised

Business, you must also pay us a non-refundable transfer assistance fee equal to five percent (5%) of the closed sales price or any commission associated with the sale, whichever is greater (“**Transfer Assistance Fee**”);

15.3.7 We have approved the material terms and conditions of such Transfer, and if you or any Owner finances any part of the sale price of the transferred interest, you and/or your Owners have agreed that all obligations of the transferee under or pursuant to any promissory notes, agreements or security interests reserved by you or your Owners in the assets of the Franchised Business are subordinate to the transferee’s obligations to make payments and other amounts due to us and our Affiliates and otherwise to comply with this Agreement;

15.3.8 You (and each Owner) sign a general release, in form and substance satisfactory to us, of any and all claims against us and our Affiliates, officers, directors, employees and agents, except to the extent limited or prohibited by Applicable Law;

15.3.9 We approve the material provisions of the assignment or sale of assets which assignment or sale cannot permit you to retain a security interest in this Agreement or any other intangible asset; and

15.3.10 You (and each Owner) sign an agreement, in form satisfactory to us, in which you and each Owner covenants to observe the post-termination covenant not to compete and all other applicable post-termination obligations, and to assign to the transferee all telephone numbers, business email addresses and Online Sites you have used in the operation of the Franchised Business.

We may expand upon, and provide more details related to, the conditions for transfer and our consent as described in this Section 15, and may do so in the Operations Manual or otherwise in writing.

15.4 Your Death or Disability. If you, or your Managing Owner or an Owner with a Controlling Interest, die or become Permanently Disabled, the executor, administrator or other personal representative, or the remaining Owners, must appoint a competent Managing Owner acceptable to us within a reasonable time, not to exceed thirty (30) days, from the date of death or Permanent Disability. The appointed Managing Owner must satisfactorily complete our designated training program. If a Managing Owner we approve of is not appointed within thirty (30) days after your death or permanent disability, we may, but are not required to, immediately appoint a Managing Owner to maintain Franchised Business operations on your behalf until an approved assignee can assume the management and operation of the Franchised Business. Our appointment of a Managing Owner does not relieve you of your obligations, and we will not be liable for any debts, costs, or Losses and Expenses incurred in operating the Franchised Business or to any of your creditors for any products, materials, supplies or services purchased by the Franchised Business while it is managed by our appointed Managing Owner. We may charge a reasonable fee for management services and may cease to provide management services at any time.

If you, or your Managing Owner or any Owner with a Controlling Interest, die or are Permanently Disabled, your executor, administrator, or other personal representative must transfer their interest within a reasonable time, not to exceed twelve (12) months from the date of death or permanent disability, to a Person we approve. Such transfers, including transfers by devise or inheritance will be subject to conditions contained in Section 15.3 above.

15.5 Public or Private Offerings. Subject to Section 15.3 above, if you (or any of your Owners) desire to raise or secure funds by the sale of securities (including common or preferred stock, bonds, debentures or general or limited partnership interests) in you or any of your Affiliates, you agree to submit to us any written information we request before its inclusion in any registration statement, prospectus or

similar offering circular or memorandum and must obtain our written consent to the method of financing before any offering or sale of securities. Our written consent will not imply or represent our approval respecting the method of financing, the offering literature submitted to us or any other aspect of the offering. No information respecting us or any of our Affiliates will be included in any securities disclosure document, unless we furnish the information in writing in response to your written request, which request will state the specific purpose for which the information is to be used. Should we object to any reference to us or any of our Affiliates in the offering literature or prospectus, the literature or prospectus will not be used unless and until our objections are withdrawn. We assume no responsibility for the offering.

The prospectus or other literature utilized in any offering must contain the following language in boldface type on the first textual page:

“NEITHER WORLD OPTIONS, INC. NOR ANY OF ITS AFFILIATES IS DIRECTLY NOR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED. NEITHER WORLD OPTIONS, INC. NOR ANY OF ITS AFFILIATES ASSUMES ANY RESPONSIBILITY RESPECTING THIS OFFERING AND/OR THE ADEQUACY OR ACCURACY OF THE INFORMATION CONTAINED HEREIN. NEITHER WORLD OPTIONS, INC. NOR ANY OF ITS AFFILIATES ENDORSES OR MAKES ANY RECOMMENDATION RESPECTING THE INVESTMENT CONTEMPLATED BY THIS OFFERING.”

15.6 Our Right of First Refusal. If you or your Owners at any time during the Term of this Agreement desire to sell or assign for consideration the Franchised Business, a Controlling Interest or more in you or all or substantially all of your assets, you or your Owners must obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and must deliver a copy of the offer to us. We have the right, exercisable by written Notice delivered to you or your Owners within thirty (30) days following receipt of the proposed offer, to purchase the interest in the Franchised Business or your Owner’s ownership interest for the price and on terms contained in the offer. We may substitute cash for any non-cash form of payment proposed in the offer and will have a minimum of sixty (60) days to prepare for closing. If we do not exercise our right of first refusal, you or your Owners may complete the sale to the proposed purchaser under the terms of the offer, provided you and the Owners otherwise comply with this Section 15. If the sale to the proposed purchaser is not completed within one hundred twenty (120) days after delivery of the offer to us, or if there is a material change in the terms of the sale, we again have the right of first refusal.

16. TERMINATION RIGHTS

16.1 Franchisor’s Termination of Franchise Agreement - Grounds. You will be in default, and we may, at our option, terminate this Agreement, as provided herein, if any of the following occurs (each, an “Event of Default”):

16.1.1 you (or the Managing Owner) fail to satisfactorily complete the initial training program or fail to commence operations of the Franchised Business by the Opening Deadline;

16.1.2 you violate any material provision or obligation of this Agreement;

16.1.3 you or any of your managers, directors, officers or any Owner or your Managing Owner make a material misrepresentation or omission in the application for the Franchise;

16.1.4 you or any of your managers, directors, officers, any Owner or your Managing Owner are convicted of, or plead guilty to or no contest to a felony, a crime involving moral turpitude, or any other crime or offense that we believe will injure the System, the Marks or the goodwill associated

therewith (including, without limitation, the U.S. Patriot Act), or if we have proof that you have committed such a felony, crime or offense;

16.1.5 you fail to comply with the material requirements of the System or the material standards of uniformity and quality for the products and services as described in the Operations Manual, and System Standards or as we have established in connection with the System;

16.1.6 you fail to timely pay Royalties, Marketing Fund Contributions, Managed Services Fees, or any other obligations or liabilities due and owing to us or our Affiliates or suppliers approved by us as a source for required items;

16.1.7 you are insolvent within the meaning of any applicable state or federal law;

16.1.8 you make an assignment for the benefit of creditors or enter into any similar arrangement for the disposition of your assets for the benefit of creditors, or, alternatively, a judgment or lien is filed against you or the Franchised Business;

16.1.9 you voluntarily or otherwise “abandon” the Franchised Business; as used herein, the term “abandon” means your failure to operate the Franchised Business during regular business hours for a period of three (3) consecutive days without our prior written consent, unless such failure has been approved by us in writing or is due to a Force Majeure Event;

16.1.10 you are involved in any act or conduct which materially impairs or otherwise is prejudicial to the goodwill associated with the name “World Options” or any of the Marks or the System;

16.1.11 you or an Owner make an unauthorized assignment or Transfer of this Agreement, the Franchised Business or an ownership interest in you;

16.1.12 you develop or use an unapproved website in connection with the Franchised Business or otherwise conduct any unauthorized activity on the Internet or other Online Sites relating to the Franchised Business in violation of Section 7.3 above;

16.1.13 makes any unauthorized use of Confidential Information or fails to provide us with access to Customer Data;

16.1.14 you violate any federal, state or local health, safety, or sanitation law, ordinance, code, or regulation;

16.1.15 you willfully and materially falsify any Records, report, statement, or other written data furnished to us either during the franchise application process or after you are awarded a franchise. Any Records or reports submitted under Section 12.2 will be conclusively deemed to be materially false if it understates Gross Sales or Gross Margin by more than one percent (1%); or

16.1.16 you or your Affiliate defaults under another franchise agreement with Company, and such default (if curable) is not cured within the time specified in such agreement.

16.2 Procedure Upon Franchisee’s Default. Except as described below, you will have thirty (30) days, or such longer period as Applicable Law may require, after you receive from us a written Notice of Event of Default within which to remedy such Event of Default, and to provide satisfactory evidence thereof to us. If you fail to correct the Event of Default within that time (or such longer period of time as Applicable Law may require), this Agreement will terminate without further Notice to you effective

immediately when the thirty (30) day period (or such longer period as Applicable Law may require) expires. You will have five (5) days, or such longer period as Applicable Law may require, after you receive from us a written Notice of Event of Default within which to remedy any monetary Event of Default. If you fail to correct the Event of Default under item (6) of Section 16.1 above and to provide satisfactory evidence thereof to us within that time (or such longer period of time as Applicable Law may require), this Agreement will terminate without further Notice to you effective immediately when the five (5) day period (or such longer period as Applicable Law may require) expires. You will have seventy-two (72) hours after you receive from us a written Notice of Event of Default to remedy any Event of Default under item (15) of Section 16.1. We may terminate this Agreement immediately upon delivery of written Notice to you, with no opportunity to cure, if the termination results from any of the following: (i) you fail to comply with one or more material requirements of this Agreement on three (3) separate occasions within any twelve (12) month period; (ii) the nature of your breach makes it not curable; (iii) you willfully and repeatedly deceive Customers relative to the source, nature or quality of services provided; or (iv) any default under items (3), (4), (7), (8), (9), (10), (11), (12), (14), or (16) in Section 16.1 above. Upon breach of another franchise agreement with you or your Affiliates, and failure to remedy such breach (if curable) within the time period provided in such other franchise agreement, we may terminate this Agreement immediately upon delivery of written Notice to you, with no opportunity to cure.

16.3 Applicable Law. If the provisions of this Section 16 are inconsistent with Applicable Law, the Applicable Law will apply.

17. FRANCHISOR RIGHTS AND FRANCHISEE OBLIGATIONS UPON TERMINATION OR EXPIRATION

17.1 Post-Term Duties. If this Agreement expires or is terminated for any reason you will:

17.1.1 Within ten (10) days after termination, pay all amounts due and owing to us or our Affiliates, including all Royalties, Marketing Fund Contributions, Managed Services Fees, and accrued interest due under this Agreement or any other agreement between you and us or our Affiliate;

17.1.2 Discontinue using, and return to us by first class prepaid United States mail any hard copies of, the Operations Manuals, System Standards, and any other manuals, advertising materials, and all other printed materials relating to the operation of the Franchised Business;

17.1.3 Cease using and assign to us or, at our election, disconnect the telephone number, facsimile number or other numbers for the Franchised Business. You acknowledge that we have the sole right to and interest in all telephone numbers and directory listings associated with the Marks, and you authorize us, and appoint us as your attorney-in-fact, to direct the telephone company and all listing agencies to transfer such numbers and listings to us;

17.1.4 Cease using and assign to us all email addresses used in connection with the operation of the Franchised Business;

17.1.5 Remove from the Franchised Business Premises and at our option destroy or return to us all signs, posters, fixtures, decals, wall coverings, and other materials that are distinctive of a World Options Business or bear the name "World Options" or other Marks or any name or mark substantially similar to any Marks;

17.1.6 Discontinue use of our designated computer system or portal;

17.1.7 Take all necessary action to cancel all fictitious or assumed name, fictitious or business name or equivalent registrations relating to your use of any of the Marks;

17.1.8 Immediately cease using Confidential Information (including all Customer Data) in any format it may appear and return to us (or, at our option, destroy or electronically delete) all electronic or hard copy documents in your possession that contain Confidential Information (including all Customer Data);

17.1.9 Make such changes and modifications to the exterior and interior appearance of the Franchised Business that we designate including, but not limited to: (i) repainting the Premises with totally different colors; (ii) removing all signs and other materials bearing the name “World Options” and other Marks; (iii) removing from the Premises all fixtures which are indicative of World Options Businesses; and (iv) taking such other action, at your expense, as we may reasonably require on our then-current de-identification checklist; and

17.1.10 Comply with all other applicable provisions of this Agreement, including the non-compete provisions.

17.1.11 Upon expiration or termination of this Agreement for any reason, your right to use the name “World Options” and the other Marks and the System will immediately terminate and you, the Managing Owner, and all other Owners will not in any way identify yourself/themselves as being associated with us.

17.2 Our Option to Purchase Business.

17.2.1 If this Agreement expires or is terminated for any reason, we have the option, upon thirty (30) days’ written Notice from the date of expiration or termination: (1) to purchase from you all of the Purchased Assets relating to the Franchised Business; and/or (2) to obtain an assignment of your lease (if applicable) for the Premises of the Franchised Business (if the Premises is not an Owner’s home). We may assign this option to purchase and the right to obtain an assignment of leases separate and apart from the remainder of this Agreement.

17.2.2 The purchase price for the Purchased Assets will be the fair market value, calculated as set forth in the Operations Manual. If the Parties cannot agree on the fair market value of the Purchased Assets, the fair market value will be determined by three (3) independent appraisers who collectively will conduct one (1) appraisal. We will appoint one appraiser, you will appoint one appraiser, and the two Party-appointed appraisers will appoint the third appraiser. The Parties agree to select their respective appraisers within fifteen (15) days after the date we determine that the Parties are unable to agree on the fair market value of the Purchased Assets, and the two Party-appointed appraisers are obligated to appoint the third appraiser within fifteen (15) days after the date on which the last of the two Party-appointed appraisers was appointed. The Parties will each bear the cost of their respective appraisers and will share equally the reasonable fees and expenses of the third appraiser chosen by the two Party-appointed appraisers. The appraisers are obligated to complete their appraisal within thirty (30) days after the third appraiser’s appointment.

17.2.3 The purchase price, as determined above, will be paid in cash at the closing of the purchase, which will occur no later than sixty (60) days after we deliver Notice of our election to purchase the Purchased Assets, unless the fair market value is determined by appraisal, in which case the closing will occur within a reasonable time, not to exceed sixty (60) days, after the results of the appraisal are made available. At the closing of the purchase, you will deliver documents transferring good and merchantable

title to the Purchased Assets, free and clear of all liens, encumbrances and liabilities, to us or our designee. We may set off against and reduce the purchase price by all amounts you owe to us or our Affiliates.

17.3 Payment of Amounts Owed to Us and Our Affiliates; Liquidated Damages.

17.3.1 You agree to pay us within ten (10) days after the effective date of expiration or termination of this Agreement, or such later date that the amounts due to us are determined, all amounts owed to us with any interest due thereon and all other amounts owed to our Affiliates which are then unpaid, including all Losses and Expenses.

17.3.2 You acknowledge and agree that you do not have the right to terminate this Agreement. You also acknowledge and agree that, in the event of any termination of this Agreement prior to the expiration of this Agreement, such termination will result in lost future revenue and profits to us, harm to the goodwill associated with the Marks, and increased costs to us to re-develop or re-franchise the area in which the Franchised Business is located. You further acknowledge and agree that the actual damages that would be incurred by us in the event of any early termination of this Agreement would be difficult to calculate or ascertain and that the Liquidated Damages provided for in this Agreement are fair and reasonable under the circumstances, and not a penalty. Accordingly, in the event that this Agreement is terminated, you will pay to us within ten (10) days after the effective date of such termination, as Liquidated Damages: Two (2) years of Royalties calculated as follows: the average monthly Royalties of the immediately preceding twenty-four (24) months of Royalties that were due from you, multiplied by twenty-four (24), or if you have operated for less than twenty-four (24) months, the average monthly Royalties of all of the immediately preceding months in which you have operated, multiplied by twenty-four (24).

17.3.3 You acknowledge and agree that the Liquidated Damages specified in this Section 17.3 are only intended to compensate us for the early termination of this Agreement and our loss of revenue resulting therefrom, but not for any other breach of this Agreement by you or any other Losses and Expenses incurred by us, and all other applicable remedies under the law remain available to us.

17.4 Customer Data. Upon expiration or termination of this Agreement, you will cease to use all Customer Data and immediately deliver all Customer Data to us, and you acknowledge and agree that we may make any use of Customer Data that we deem fit after such termination or expiration, including providing Customer Data to another franchisee in the System. You acknowledge and agree that, as between you and us, Customer Data are solely and exclusively owned by us.

17.5 Continuing Obligations. All obligations of us and you which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect following its expiration or termination and until they are satisfied or expire.

18. DISPUTE RESOLUTION

18.1 Mediation. Before any Party may bring an action in court or against the other, or commence an arbitration proceeding (except as noted in Section 18.3 below), the Parties must first meet to mediate the dispute. The mediation will be held in the Denver, Colorado metropolitan area. Any such mediation will be non-binding and will be conducted by the American Arbitration Association in accordance with its then-current rules for mediation of commercial disputes. 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 thirty (30) days after either Party gives written Notice of mediation. The mediation hearing will be held within twenty (20) days after the mediator has been appointed.

18.2 Arbitration. Except as qualified below, any dispute between you (including your Affiliates and Owners) and us or any of our Affiliates arising under, out of, in connection with or in relation to this Agreement or any of its related agreements, the Parties' relationship, or the Franchised Business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures. Any arbitration must be on an individual basis and the Parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. If a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the Parties will submit all claims to the jurisdiction of the courts. The arbitration must take place in the Denver, Colorado metropolitan area. The arbitrator must follow the law and not disregard the terms of this Agreement or its related agreements. A judgment may be entered upon the arbitration award by any state or federal court. The decision of the arbitrator will be binding and final on all Parties to the dispute; however, the arbitrator may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement, (ii) assess punitive damages; or (iii) make an award which extends, modifies or suspends any lawful term of this Agreement or its related agreements or any reasonable standard of business performance that we set.

18.3 Injunctive Relief. Notwithstanding Sections 18.1 and 18.2 above, you recognize that your failure to comply with the terms of this Agreement or any related agreements with us could cause irreparable damage to us and/or to some or all other franchisees of the System. Therefore, if you breach or threaten to breach any of the terms of this Agreement, we will be entitled to an injunction restraining such breach and/or a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining such equitable relief, until such time as a final and binding determination is made by the arbitrators.

18.4 Cost and Attorneys' Fees. In the event of any legal proceeding regarding a breach or default under this Agreement, the prevailing Party in that proceeding (as determined by the trier-of-fact) is entitled to receive from the other Party all Losses and Expenses, including reasonable legal fees incurred by the prevailing Party in connection with obtaining any remedy available to the prevailing Party for any violation of this Agreement and in obtaining injunctive or other relief to enforce any provisions of this Agreement.

18.5 Limitation of Claims. You and your Owners and Guarantors may not assert any claim or cause of action against us or our Affiliates relating to this Agreement or its related agreements or the Parties relationship after the shorter period of the applicable statute of limitations or one (1) year following the effective date of termination of this Agreement.

19. ENFORCEMENT

19.1 Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable and binding law or rule of any jurisdiction requires a greater prior Notice of the termination of or non-renewal of this Agreement than is required, or the taking of some other action not required, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure we prescribe is invalid or unenforceable, the prior Notice and/or other action required by law or rule will be substituted for the comparable provisions.

19.2 Waiver of Obligations. Our waiver of any breach by you, or our delay or failure to enforce any provision of this Agreement, will not be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights respecting that or any other breach.

19.3 Rights of Parties are Cumulative. The rights that the Parties have are cumulative and no exercise or enforcement by either Party of any right or remedy precludes such Party from exercising or enforcing any other right or remedy to which such Party is entitled by law or equity to enforce.

19.4 Venue. Any claims, controversies, or disputes arising out of or related to this Agreement or Franchised Business that are not subject to arbitration as provided above will be brought exclusively in the United States District Court for the District of Colorado or the District Court for Jefferson County, Colorado. Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, or class action, and you and your Owners waive any and all rights to proceed on a consolidated, common, or class basis. The Parties irrevocably consent to the jurisdiction of such courts and waive all rights to challenge personal jurisdiction and venue. We may bring an action under this Section 19.4 without first submitting an action to mediation or arbitration under Sections 18.1 or 18.2: (1) for injunctive relief; or (2) for monies you owe us.

19.5 Governing Law. Subject to our rights under federal trademark laws and the Parties' rights under the Federal Arbitration Act respecting Section 18 above, this Agreement will be governed by and construed under the laws of the state of Colorado, except for its conflicts of laws rules.

19.6 Binding Effect. This Agreement is binding upon the Parties and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified except by written agreement signed by the Parties. Except as provided above, this Agreement is not intended, and will not be deemed, to confer any rights or remedies upon any Person not a party to this Agreement.

19.7 Interpretation of Rights and Obligations. The following provisions will apply to and govern the interpretation of this Agreement, the Parties' rights under this Agreement and the relationship between the Parties:

19.7.1 Our Rights. Whenever this Agreement provides that we have a certain right or a decision is in our discretion, that right or discretion is absolute and the Parties intend that our exercise of that right or discretion will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

19.7.2 Our Reasonable Business Judgment. Except as noted in Section 19.7.1, whenever we reserve discretion in a particular area or where we agree or are required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise "reasonable business judgment" in making our decision or exercising our rights. A decision or action by us will be deemed to be the result of "reasonable business judgment," even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended to promote or benefit the System generally even if the decision or action also promotes a financial or other of our individual interests. Examples of items that will promote or benefit the System include enhancing the value of the Marks, improving Customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System. Neither you nor any third party (including a trier of fact) will substitute their judgment for our reasonable business judgment.

19.8 Damages Waiver. Without limiting any indemnification under this Agreement, each of the Parties, on behalf of themselves and their respective Affiliates, agree to waive, to the fullest extent permitted by law, the right to or a claim for any punitive, exemplary, or Consequential Damages against the other Party and agree that in the event of any dispute between the Parties, each Party will be limited to the recovery of its direct or general damages.

19.9 Jury Waiver. The Parties irrevocably waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation, or similar causes of action or any legal action initiated for the recovery of Losses and Expenses for breach of this Agreement. This waiver applies in any action, proceeding, or counterclaim, whether in law or in equity, brought by either Party against the other Party, whether or not there are other parties in such action or proceeding.

19.10 Force Majeure. If any Party fails to perform any obligation under this Agreement due to a Force Majeure Event, such failure will not be deemed a breach of this Agreement, provided such Party uses reasonable efforts to perform such obligations as soon as possible under the circumstances. Either Party will, within five days of the occurrence of the Force Majeure Event, give a written Notice to the other Party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance will be of no greater scope and of no longer duration than is reasonably required; provided, however, if the suspension of performance continues for 90 days from the date of the occurrence and such failure to perform would constitute an Event of Default of this Agreement in the absence of such Force Majeure Event, we may terminate this Agreement immediately by giving written Notice to you or exercise any of the remedies described in this Agreement or otherwise available at law or in equity, subject to Applicable Law. In no event will your inability to pay amounts due under this Agreement constitute a Force Majeure Event and no Force Majeure Event will operate to excuse you from the prompt payment of any fee or other payment due to us pursuant to this Agreement.

19.11 Notice of Our Potential Profit. We advise you that we and/or our Affiliates periodically may make available to you goods, products, software, and/or services for use in the Franchised Business on the sale, lease, or license of which we and/or our Affiliates may make a profit and/or receive a credit, rebate or other incentive. We further advise you that we and our Affiliates periodically may receive consideration (including credits, rebates and incentives) from suppliers and manufacturers respecting sales, leases, or licenses of goods, products, software, or services to you or in consideration for products, software, or services provided or rights licensed to such Persons. You agree that we and our Affiliates will be entitled to such profits and consideration.

19.12 Security Interest. You hereby grant us a security interest in all of the contracts and contract rights, accounts, equipment, furniture, fixtures, signage, other tangible personal property and other operating assets and the general intangibles of the Franchised Business, whenever acquired, to secure the prompt payment and performance of your payment and other obligations under this Agreement and its related agreements with us or any of our Affiliates. You authorize us to file a UCC-1 Financing Statement and other documents as may be reasonably required by our attorney to perfect and record our security interest in the secured assets.

19.13 Entire Agreement. The “Introduction” section and the schedule(s) to this Agreement are a part of this Agreement, which represents the entire agreement of the Parties, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement. Nothing in this Agreement is intended to disclaim the express representations we made in the Franchise Disclosure Document we provided to you.

19.14 Consumer Price Index. Notwithstanding anything to the contrary contained in this Agreement, all specified fees, contributions, and dollar amounts referred to in this Agreement may be increased periodically by us, but in no event more than once during each of our fiscal years, to reflect increases in the Metropolitan Area Consumer Price Index for Urban Consumers - All Items (“CPI”), as published by the U.S. Department of Labor, or in a successor index. For the avoidance of doubt, if you sign this Agreement in 2024, no initial increase will occur earlier than January 1, 2025 based on the increase in

CPI for 2024. If you sign this Agreement on or after January 1, 2025, then, notwithstanding anything in this Agreement to the contrary, all specified fees, contributions and dollar amounts referred to in this Agreement may be adjusted to reflect the increase in CPI for 2024.

19.15 Accounting and Legal Fees. If we are required to engage legal counsel in connection with your failure to pay when due amounts owing to us or our Affiliates, to submit when due any reports, information or supporting records, or otherwise to comply with this Agreement, you will reimburse us for any and all accounting and legal fees and expenses, whether incurred prior to, in preparation for, or in contemplation of, the filing of any written demand, claim, action, hearing or proceeding to enforce the obligations of this Agreement.

19.16 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Additionally, this Agreement may be executed and transmitted by electronic means, all of which will be considered an original for all purposes.

20. REPRESENTATIONS

20.1 Success of Franchised Business. The success of the business venture you intend to undertake under this Agreement is speculative and depends, to a large extent, upon your (or your Managing Owner's) ability as an independent businessperson, and your active participation in the daily affairs of the Franchised Business as well as other factors. We do not make any warranty, express or implied, as to the potential success of the business venture.

20.2 Independent Investigation. You acknowledge that you have entered into this Agreement after making an independent investigation of our operations.

20.3 Other Franchises. You acknowledge that other franchisees in the System have or will be granted franchises at different times and in different situations, and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement.

21. NOTICES

21.1 Except as otherwise provided in this Agreement, any Notice, demand, or communication provided for herein must be in writing and signed by the Party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid, and if such Notice is a notice of default, by registered or certified mail or overnight delivery. The notice address for each Party is set forth in the Summary Page. Either Party may specify a different address by notifying the other Party of the different address.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

The Parties have signed this as of the Effective Date.

COMPANY/US:

FRANCHISEE/YOU:

WORLD OPTIONS, INC.

If an Entity:

By: _____

By: _____

Title: _____

Title [President] [Managing Member] [General Partner]

If an individual

[Print Name]

[Print Name]

SCHEDULE A

**TO WORLD OPTIONS, INC.® FRANCHISE AGREEMENT
PREMISES LOCATION**

1. Premises. The Parties agree that the Premises of the Franchised Business will be located
at _____ the _____ following _____ address:
_____. The
Premises [is] [is not] at Franchisee's home.

COMPANY/US:

FRANCHISEE/YOU

WORLD OPTIONS, INC.

If an Entity:

By: _____

By: _____

Title: _____

Title: _____

Title: [President][Managing Member] [General Partner]

If an individual:

[Print Name]

[Print Name]

SCHEDULE B

**TO WORLD OPTIONS, INC.® FRANCHISE AGREEMENT
FRANCHISEE AND OWNERS**

1. **Managing Owner.** The Managing Owner is _____.

2. **Form of Franchisee.** [Check (a), (b) or (c).]

☐ (a) **Proprietorship.** The Owner(s) of Franchisee (is) (are) as follows:

☐ (b) **Corporation, Limited Liability Company or Partnership.** Franchisee was incorporated or formed on _____ under the laws of the State of _____. It has not conducted business under any name other than its corporate, limited liability company or partnership name and _____. The following is a list of Franchisee's directors and officers, if applicable, and officers as of the effective date shown above:

Name of Each Director/Officer Position(s) Held

_____	_____
_____	_____
_____	_____
_____	_____

☐ (c) **Trust.** Franchisee is a revocable trust formed under the laws of the State of _____ on _____, _____. The grantor, trustee and primary income beneficiary of Franchisee is _____, a resident of the State of _____. The governing trust instrument of Franchisee consists of a trust agreement dated _____, _____ and the following amendments, if any:

The trustee has full power and authority to bind the trust estate and to execute, deliver and perform, or cause the execution, delivery and performance, of all of Franchisee's obligations. In the event of the trustee's resignation, death or inability to act, the following are named to act as successor trustee, in this order:

(a) _____
(b) _____
(c) _____

Please include current and contingent beneficiaries under the trust, and their respective interests therein:

Current beneficiaries:

(a) _____

(b) _____

(c) _____

Contingent beneficiaries:

(a) _____

(b) _____

(c) _____

3. **Owners.** The following list includes the full name and mailing address of each Person who is an Owner (as defined in the Agreement), and fully describes the nature of each Owner's interest.

Owner's Name and Address:

Description of Interest

COMPANY/US:

WORLD OPTIONS, INC.

By: _____

Title: _____

FRANCHISEE/YOU:

If an Entity:

By: _____

Title [President] [Managing Member] [General Partner]

If an Individual:

[Print Name]

[Print Name]

SCHEDULE C

TO WORLD OPTIONS, INC.[®] FRANCHISE AGREEMENT GUARANTY AND ASSUMPTION OF OBLIGATIONS

1. In consideration of the execution of that certain Franchise Agreement of even date (the “Franchise Agreement”) by World Options, Inc. (the “Company,” “we” or “us”), each of the undersigned (a “Guarantor”) personally and unconditionally guarantees to us, and our successors and assigns, for the Term (as defined in the Franchise Agreement) and thereafter as provided in the Franchise Agreement that _____ (the “Franchisee” or “you”) will timely pay and perform each and every undertaking, agreement and covenant stated in the Franchise Agreement and its related agreements; and agrees to be personally obligated by, and personally liable for the breach of, each and every provision in the Franchise Agreement and its related agreements.
2. Further, the undersigned, individually and jointly, hereby agree to be personally obligated by each and every condition and term contained in the Franchise Agreement and its related agreements, including but not limited to the Franchise Agreement non-compete provisions in Section 14 and the dispute resolution provisions contained in Section 18 and agree that this Guaranty and Assumption of Obligations (this “Guaranty”) will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of the Franchise Agreement.
3. Each of the undersigned waives: (a) acceptance and Notice (as defined in the Franchise Agreement) of acceptance by us of the foregoing undertaking; (b) Notice of demand for payment of any indebtedness; (c) protest and Notice of default to any party respecting the indebtedness; (d) any right he/she may have to require that an action be brought against Franchisee or any other Person (as defined in the Franchise Agreement) as a condition of liability.
4. Each Guarantor consents and agrees that:
 - 4.1. Guarantor’s liability under this undertaking will be direct and independent of the liability of, and will be joint and several with, you and your other Guarantors;
 - 4.2. Guarantor will make any payment or perform any obligation required under the Franchise Agreement upon demand if Franchisee fails to do so;
 - 4.3. Guarantor’s liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of Franchisee or any assignee or successor;
 - 4.4. Guarantor’s liability will not be diminished, relieved or otherwise affected by any extension of time or credit which we may grant to you, including the acceptance of any partial payment or performance, or the compromise or release of any claims;
 - 4.5. We may proceed against Guarantor and you jointly and severally, or we may, at our option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against you or any other Guarantor; and
 - 4.6. Guarantor will pay all reasonable attorneys’ fees and all costs and other expenses we incur in enforcing this Guaranty against Guarantor or any negotiations relative to the obligations hereby guaranteed.

Each of the undersigned has signed this Guaranty as of the same day and year as the Franchise Agreement was executed.

GUARANTOR(S) (PERCENTAGE OF OWNERSHIP)

SCHEDULE D

**TO WORLD OPTIONS, INC.® FRANCHISE AGREEMENT
AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

Business Name: _____

I (We) hereby authorize World Options, Inc. hereinafter called (“Company”), to initiate debit entries to my (our) ☐ checking account/ ☐ savings account (select one) indicated below at the depository financial institution named below, hereinafter called (“Depository”), and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of United States law.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip Code: _____

Routing Number: _____ Account Number: _____

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

Name(s): _____

(please print)

Title: _____

Signature: _____ Date: _____

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

FDD EXHIBIT B

LIST OF CURRENT FRANCHISEES

Exhibit B

**LIST OF CURRENT FRANCHISEES
AS OF DECEMBER 31, 2023**

FRANCHISEE/OWNER	ADDRESS	CITY	STATE	ZIP	PHONE
33 Ship A2B, LLC / Sean Donohoe	1701 W. Wetherbee Road #772023	Orlando	FL	32837	8337447222
K&C Logistics, LLC / Kevin Alberston & Carla Albertson	13464 N. Manning Lane	Pocatello	ID	83202	2087057236
On Demand Global Logistics, LLC / Ryan Bushman	6364 Gillis Road	Victor	NY	14564	5853535695
Brent Sanders	1624 Shenandoah Circle	Taylorsville	UT	84123	8016387358

**FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED
AS OF DECEMBER 31, 2023**

FRANCHISEE/OWNER	CITY	STATE	PHONE
Allmen HS Enterprise LLC / Jim Alleman	Pflugerville	TX	5127392845

FDD EXHIBIT B-1
LIST OF FORMER FRANCHISEES

**LIST OF FORMER FRANCHISEES
AS OF DECEMBER 31, 2023**

FRANCHISEE/OWNER	CITY	STATE	PHONE
Purple Pabble, LLC / Gitanji Chourey (franchisee had never commenced operations)	Plainsboro	NJ	7324078741
HD Shipping Solutions, LLC / Glenn DeWeese & Joshua Holtom	Reno	NV	8883085116
Willingham Properties, LLC / Mark Willingham (franchisee had never commenced operations)	Houston	TX	4192973951

**TRANSFERS
AS OF DECEMBER 31, 2023**

None

FDD EXHIBIT C
FINANCIAL STATEMENTS

WORLD OPTIONS, INC.

FINANCIAL STATEMENTS

Years Ended December 31, 2023, 2022, and 2021

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INDEPENDENT AUDITOR'S REPORT

To the Stockholder of
World Options, Inc.

Opinion

We have audited the financial statements of World Options, Inc., which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, changes in stockholders' deficit, and cash flows for the years ended December 31, 2023, 2022 and 2021, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of World Options, Inc. as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years ended December 31, 2023, 2022 and 2021, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of World Options, Inc. 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 World Options, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of World Options, Inc.'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 World Options, Inc.'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.

Squire & Company, P.C.

Orem, Utah
February 21, 2024

WORLD OPTIONS, INC.
BALANCE SHEETS

December 31, 2023 and 2022

	2023	2022
ASSETS		
Current Assets:		
Cash	\$ 53,530	\$ 94,607
Accounts receivable, net	158,801	301,931
Related party receivable	6,559	-
Current portion of note receivable	57,713	-
Total current assets	276,603	396,538
Other Assets:		
Deferred tax asset	12,379	38,925
Deposit	11,250	11,250
Note receivable, less current portion	282,429	-
Total other assets	306,058	50,175
Total assets	<u>\$ 582,661</u>	<u>\$ 446,713</u>
LIABILITIES AND STOCKHOLDER'S DEFICIT		
Current Liabilities:		
Accounts payable	\$ 162,546	\$ 257,675
Related party payable	19,684	-
Accrued liabilities	9,548	8,105
Current portion of deferred franchise fees	18,641	51,775
Stockholder payable	186,896	186,896
Total current liabilities	397,315	504,451
Long-Term Liabilities:		
Deferred franchise fees, less current portion	9,089	27,730
Note payable to stockholder	1,533,297	761,606
Total long-term liabilities	1,542,386	789,336
Total liabilities	1,939,701	1,293,787
Stockholder's Deficit:		
Common stock, \$0.001 par value; 10,000 shares authorized, 5,000 shares issued, and 5,000 shares outstanding	5	5
Additional paid-in capital	212,999	212,999
Accumulated deficit	(1,570,044)	(1,060,078)
Total stockholder's deficit	(1,357,040)	(847,074)
Total liabilities and stockholder's deficit	<u>\$ 582,661</u>	<u>\$ 446,713</u>

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

WORLD OPTIONS, INC.
STATEMENTS OF OPERATIONS

Years Ended December 31, 2023, 2022 and 2021

	2023	2022	2021
Revenue:			
Shipping revenue	\$ 3,029,768	\$ 16,339,049	\$ 20,041,472
Franchisee fees	51,775	81,662	91,598
Total revenue	3,081,543	16,420,711	20,133,070
Cost of Revenue	2,330,117	15,305,746	19,098,822
Gross Income	751,426	1,114,965	1,034,248
Operating Expenses:			
Payroll and payroll taxes	799,196	1,020,662	737,123
General and administrative	185,038	211,366	133,641
Professional fees	143,081	27,921	59,192
Occupancy	17,702	33,086	40,462
Bad debt	58,817	-	22,195
Total operating expenses	1,203,834	1,293,035	992,613
Operating Income (Loss)	(452,408)	(178,070)	41,635
Other Income (Expense):			
Interest income	3,054	-	-
Interest expense	(34,066)	(24,086)	(21,725)
Total other income (expense)	(31,012)	(24,086)	(21,725)
Income (Loss) before Income Taxes	(483,420)	(202,156)	19,910
Income Tax Expense	(26,546)	(15,644)	(33,743)
Net Loss	\$ (509,966)	\$ (217,800)	\$ (13,833)

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

WORLD OPTIONS, INC.
STATEMENTS OF STOCKHOLDER'S DEFICIT

Years Ended December 31, 2023, 2022 and 2021

	Common Stock		Additional	Accumulated	Total
	Shares	Amount	Paid-in Capital	Deficit	Stockholder's Deficit
Balance at December 31, 2020	5,000	\$ 5	\$ 212,999	\$ (828,445)	\$ (615,441)
Net loss	-	-	-	(13,833)	(13,833)
Balance at December 31, 2021	5,000	5	212,999	(842,278)	(629,274)
Net loss	-	-	-	(217,800)	(217,800)
Balance at December 31, 2022	5,000	5	212,999	(1,060,078)	(847,074)
Net loss	-	-	-	(509,966)	(509,966)
Balance at December 31, 2023	<u>5,000</u>	<u>\$ 5</u>	<u>\$ 212,999</u>	<u>\$ (1,570,044)</u>	<u>\$ (1,357,040)</u>

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

WORLD OPTIONS, INC.
STATEMENTS OF CASH FLOWS

Years Ended December 31, 2023, 2022 and 2021

	2023	2022	2021
Cash Flows from Operating Activities:			
Net loss	\$ (509,966)	\$ (217,800)	\$ (13,833)
Adjustments to reconcile net loss to net cash provided (used) by operating activities:			
Credit loss expense	58,817	-	22,195
Issuance of note receivable	(367,088)	-	-
Deferred income taxes	26,546	15,644	33,743
Changes in operating assets and liabilities:			
Accounts receivable	84,313	388,876	(26,761)
Related party receivable	(6,559)	108,508	(73,078)
Accounts payable	(95,129)	(365,708)	217,206
Related party payable	19,684	-	-
Accrued expenses	1,443	(148)	(1,667)
Accrued interest	34,066	23,636	21,725
Deferred revenue	(51,775)	(81,662)	(93,671)
Total adjustments	(295,682)	89,146	99,692
Net cash provided (used) by operating activities	(805,648)	(128,654)	85,859
Cash Flows from Investing Activities:			
Principal collection on note receivable	26,946	-	-
Cash Flows from Financing Activities:			
Issuance of note payable to stockholder	737,625	77,000	25,088
Change in Cash	(41,077)	(51,654)	110,947
Cash at Beginning of Year	94,607	146,261	35,314
Cash at End of Year	<u>\$ 53,530</u>	<u>\$ 94,607</u>	<u>\$ 146,261</u>

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

WORLD OPTIONS, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following summary of significant accounting policies of World Options, Inc. (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America.

Business Activity

The Company was organized as a C-Corporation on February 5, 2016, in the state of Utah as World Options, Inc. The Company was created as an authorized reseller of United Parcel Service, Inc. (UPS) and to provide franchise services. The Company provides proper shipping documentation and schedules the retrieval of packages with UPS for customers. The Company is wholly owned by World Options, Ltd., which is operated in the United Kingdom.

During the year ended December 31, 2023, no new franchises or agent locations were opened or closed. The number of franchised and agent operated outlets in operation were six at December 31, 2023. At December 31, 2023, five franchises and five agent locations were not open and operating, respectively.

During the year ended December 31, 2022, no new franchises or agent locations were opened and one franchise was closed.

During the year ended December 31, 2021, no new franchises or agent locations were opened or closed.

Accounts Receivable

Accounts receivable represents amounts due to the Company for shipments delivered to desired destinations. The Company periodically evaluates the collectability of its accounts receivable and establishes an allowance for credit losses, when necessary, based on previous write-offs and the anticipated collectability of each account. Accounts receivable is presented net of an allowance for credit losses of \$49,613 and \$134,669 for the years ended December 31, 2023, and 2022, respectively. The Company does not generally require collateral for its accounts receivable.

Revenue Recognition

The Company recognizes revenues from shipping, franchise sales, royalty and advertising and marketing fees. Franchise fee revenue is recognized on a straight-line basis over the term of the franchise of 60 months after all significant obligations related to the franchise sale have been satisfied.

The Company recognizes shipment revenue once a package has been shipped, delivered, and billed to the Company by shipping carrier. Once this transaction has been completed, the Company sends invoices to the client.

Other performance obligations related to franchise sales including supply fees, additional service fees and technology fees are billed separately from the franchise fee and are recognized as revenue when the obligation is satisfied.

WORLD OPTIONS, INC.

NOTES TO FINANCIAL STATEMENTS

Franchisees are required to pay a percentage based on each individual contract of gross margin on sales as royalties and a percentage based on each individual contract of gross margin on sales as advertising and marketing fees. Royalties are recognized as revenue when billed based on weekly sales reports from franchisees. Advertising and marketing fees received from franchisees are recorded as a current liability until the advertising and marketing activities have been performed at which time, the associated revenue and expenses are recorded in the statement of operations.

Deposit

Deposit consists of amounts paid in advance for web development services.

Income Taxes

The Company utilizes the asset and liability method of accounting for income taxes. Under the asset and liability method, deferred income taxes are provided based on the difference between the financials statement and tax basis of assets and liabilities as measured by the currently enacted tax rates in effect for the years in which those differences are expected to reverse. Deferred tax expense or benefit is the result of changes in deferred tax assets and liabilities.

Use of Estimates in Preparation of Financial Statements

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

Operating Lease Asset and Liability

The Company determines if an arrangement contains a lease at the inception of a contract. Operating lease assets represent the Company's right to use an underlying asset for the lease term and operating lease liabilities represent the Company's obligation to make lease payments arising from the lease. Operating lease assets and lease liabilities are recognized at the commencement date of the lease, renewal date of the lease or significant remodeling of the lease space based on the present value of the remaining future minimum lease payments. As the interest rate implicit in the Company's leases is not readily determinable, the Company utilizes its incremental borrowing rate, determined by class of underlying asset, to discount the lease payments. The operating lease assets also include lease payments made before commencement and are reduced by lease incentives.

Certain leases include one or more options to renew the lease. The exercise of the lease renewal is at the sole discretion of management. The depreciable life of the assets and leasehold improvements are limited by the expected lease term. The Company elected to account for leases as short-term leases if the lease has a term of 12 months or less and does not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. Short-term lease expense is recognized on a straight-line basis over the lease term.

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, and in May 2019 issued ASU No. 2019-05,

WORLD OPTIONS, INC.
NOTES TO FINANCIAL STATEMENTS

Credit Losses (Topic 326): Targeted Transition Relief (collectively referred to as “Topic 326”). Topic 326 requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. The Company adopted Topic 326 effective January 1, 2023, which had no impact on prior year balances. Topic 326 was applicable to the following financial assets: accounts receivables and note receivable included in the balance sheets. The Company elected to estimate the expected credit losses using a loss rate method that was applied to groups of assets categorized based on similar risk characteristics. The loss rate was based on historical losses and other information available to management. To account for the measurement of expected credit losses an allowance for credit losses was not required for any applicable financial asset.

NOTE 2 – CONCENTRATIONS OF CREDIT RISK

Cash

At December 31, 2023, the carrying amount of deposits with financial institutions was \$53,530, and the bank balance was \$57,343, of which \$52,862 is covered by federal depository insurance.

Accounts Receivable and Revenue

At December 31, 2023, the two largest accounts receivable account balances total \$67,651 or 38% of total accounts receivable. For 2023, revenue from the Company’s largest customer accounted for 86% of total revenue.

Accounts Payable and Purchases

At December 31, 2023, the two largest accounts payable account balances total \$127,899 or 79% of total accounts payable. For 2023, purchases from the Company’s largest supplier accounted for 93% of total purchases.

NOTE 3 – INCOME TAXES

Income tax expense (benefit) for the years ended December 31, 2023, 2022 and 2021, consist of the following:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Current:			
Federal	\$ -	\$ -	\$ -
State	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Deferred:			
Federal	21,226	12,509	26,981
State	5,320	3,135	6,762
	<u>26,546</u>	<u>15,644</u>	<u>33,743</u>
	<u>\$ 26,546</u>	<u>\$ 15,644</u>	<u>\$ 33,743</u>

WORLD OPTIONS, INC.
NOTES TO FINANCIAL STATEMENTS

Deferred tax assets as of December 31, 2023, and 2022, consist of the following:

	<u>2023</u>	<u>2022</u>
Allowance for doubtful accounts	\$ 12,379	\$ 38,925
NOL carryforward	333,278	213,476
NOL carryforward allowance	<u>(333,278)</u>	<u>(213,476)</u>
	<u>\$ 12,379</u>	<u>\$ 38,925</u>

The Company had no unrecognized tax benefits as of December 31, 2023. The Company files tax returns in the U.S. federal, state of Utah, and state of Georgia jurisdictions and is not subject to U.S. federal or state examinations by authorities for years before 2019. During the years ended December 31, 2023, 2022 and 2021, the Company did not record a liability for uncertain income tax positions or any related interest or penalties.

NOTE 4 – RELATED PARTY TRANSACTIONS

Stockholder Payable

The stockholder payable results from expenses paid by the stockholder of the Company. These payments are occasionally offset by customer payments being paid to the stockholder on behalf of the Company. The payable has no repayment terms, is not collateralized, and does not bear interest. Management expects the payable to be paid in full within the next year.

Note Payable to Stockholder

The Company entered into a verbal agreement with the stockholder of the Company for a note payable. During the years ended December 31, 2023 and 2022, advances totaling \$737,625 and \$77,000, respectively were issued to the Company, accrued interest of \$34,066 and \$23,636 was added to the loan, respectively, and no principal payments were applied against the note payable. The Company is accruing interest of 3.27% (calculated using the Bank of England's base rate) for the duration of the note. The principal balance of the note payable to stockholder at December 31, 2023 and 2022 totaled \$1,533,297, and \$761,606, respectively. The note payable is due upon demand. Management does not anticipate it will be due within the next twelve months, so it is classified as long-term.

Related Party Receivable/Payable

Receivables and payables to related parties result from expenses paid for or by companies related to the Company through common ownership. Receivable from related party was \$6,559 and \$0 at December 31, 2023 and 2022, respectively. Payable to related party was \$19,684 and \$0 at December 31, 2023 and 2022, respectively.

NOTE 5 – LEASES

The Company entered into two short-term office space leases. Total short-term lease expense totaled \$12,456 during the year ended December 31, 2023. The lease terms expired June 2023 and August 2023. No further leases have been signed for the use of office space.

WORLD OPTIONS, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 6 – NOTE RECEIVABLE

On September 27, 2023, the Company issued a note for amounts owed for shipping services in the amount of \$400,000 to be paid interest free over three years. Interest was imputed using the risk-free rate on the day the note was issued (4.89%). The principal amount of the imputed note amount totaled \$367,088 on the date the note was issued. The note receivable at December 31, 2023, was \$340,142.

Future maturities of the note receivable based on the imputed balance are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2024	\$ 57,713
2025	135,737
2026	146,692
	<u>\$ 340,142</u>

NOTE 7 – SUPPLEMENTAL INFORMATION TO STATEMENTS OF CASH FLOWS

The Company paid \$34,066, \$24,086 and \$21,725 for interest and no income taxes during the years ended December 31, 2023, 2022 and 2021.

NOTE 8 – FINANCIAL CONDITION

For the years ended December 31, 2023, 2022 and 2021, the Company incurred a net loss of \$509,966, \$217,800, and \$13,833, respectively, and had (negative) positive cash flows from operations of (\$438,560), (\$128,654), and \$85,859, respectively. The Company had a total stockholder's deficit of \$1,357,040 and \$847,074 at December 31, 2023 and 2022, respectively. To date, the Company's operations have been principally financed from proceeds from stockholder payables and notes.

Management expects to continue to receive financing from the stockholder and the ultimate controlling parent company. The ultimate controlling parent company is MBE Worldwide S.p.A., which is a global commerce enabler for business and consumers providing e-commerce, fulfillment, shipping and marketing solutions that operates several successful franchising brands in the United States including Alphagraphics and PostNet. These affiliated brands will lend ongoing support from their experienced franchising executive teams to the Company. Management of the Company expects this to increase the number of franchises over the next year and going forward.

NOTE 9 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through February 21, 2024, the date the financial statements were available to be issued.

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Balance Sheet
World Options Inc
As of March 31, 2024

	<u>\$</u>
ASSETS	
Current Assets	
Cash	53,530
Accounts Receivable	<u>505,502</u>
Total Current Assets	559,032
Deposit	11,250
Deferred Tax Asset	12,379
Total Assets	<u><u>582,661</u></u>
Liabilities and Stockholder's Deficit	
Current Liabilities	
Accounts payable	162,545
Accrued liabilities	<u>9,548</u>
Total current liabilities	172,093
Long Term Liabilities	
Deferred franchise fees	27,730
Note payable to stockholder	<u>1,739,876</u>
Total long term liabilities	1,767,606
Total liabilities	1,939,699
Stockholder's Deficit	
Common stock	5
Additional paid-in-capital	212,999
Accumulated deficit	<u>(1,570,042)</u>
Total stockholder's deficit	(1,357,038)
Total liabilities and stockholder's deficit	<u><u>582,661</u></u>

World Options, Inc.
Income Statement
YTD as of March 31, 2024

	<u>\$</u>
Revenue	
Shipping revenue	747,881
Franchise fees	-
Total revenue	<u>747,881</u>
Cost of Revenue	720,243
Gross Income	27,638
Operating Expenses	
Personnel costs	97,713
General and administrative	45,430
Professional fees	4,774
Occupancy	3,398
Bad debt	-
Total operating expenses	<u>151,315</u>
Operating Income (Loss)	(123,677)
Interest Expense	-
Income (Loss) Before Taxes	<u>(123,677)</u>
Income Tax (Expense) Benefit	4,004
Comprehensive Income (Loss)	<u><u>(127,681)</u></u>

FDD EXHIBIT D

**LIST OF STATE AGENCIES/
AGENTS FOR SERVICE OF PROCESS**

**STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS**

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4 th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677 www.dfpi.ca.gov Ask.DFPI@ca.gov
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1 st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7 th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222
New York (Agent)	New York Secretary of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance - Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501-3185
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9 th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703

FDD EXHIBIT E
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FDD EXHIBIT F

STATE SPECIFIC ADDENDA AND AGREEMENT RIDERS

CALIFORNIA
HAWAII
ILLINOIS
MARYLAND
MINNESOTA
NEW YORK
NORTH DAKOTA
RHODE ISLAND
VIRGINIA
WASHINGTON

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA

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

2. WE MAINTAIN A WEBSITE AT THE FOLLOWING ADDRESS:

www.us.worldoptions.com.

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 DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

3. The following language is added to Item 3:

Neither the franchisor, nor any person listed in Item 2 of the Franchise 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 persons from membership in that association or exchange.

4. The following language is added to Item 5:

In connection with any fees or other consideration you pay, we will comply with the California Franchise Investment Law, Section 31119.

The following language is added to Item 5:

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.

5. The following language is added to Item 6:

You will pay not be required to pay an interest rate which is higher than the highest interest rate permissible in California, which is currently 10%.

6. The following language is added to the end of Item 17:

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer or nonrenewal of the franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Post-Termination Noncompetition Covenants. 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.

Liquidated Damages. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Arbitration. The Franchise Agreement requires binding arbitration. The arbitration will occur in the Denver, Colorado metropolitan area, with the costs being borne by the respective parties (unless you are required to reimburse us as provided under the Franchise Agreement). Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedures Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Applicable Law. The Franchise Agreement requires application of the laws of the State of Colorado. This provision may not be enforceable under California law.

Waiver of Punitive Damages and Jury Trial. The Franchise Agreement contains a waiver of punitive damages provision and a waiver of a jury trial provision. These provisions might not be enforceable under California law.

Conditions for Approval of Transfer. The Franchise Agreement requires you to sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Codes Sections 20000 through 20043).

Disclosure Document. Section 31125 of the California Corporations Code requires us to give to you a disclosure document approved by the Commissioner of Corporations before we ask you to consider a material modification of your Franchise Agreement.

7. 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.

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

**CALIFORNIA RIDER TO THE WORLD OPTIONS FRANCHISE AGREEMENT
BETWEEN WORLD OPTIONS, INC. AND**

DATED _____, _____

In recognition of the California Franchise Investment Law and the Rules and Regulations promulgated thereunder, the Franchise Agreement of WORLD OPTIONS, INC. shall be modified as follows:

1. **Limitations of Claims.** The following sentence is hereby added to the end of Section 18.5 of the Franchise Agreement:

Any limitations upon the time period within which claims may be brought may be unenforceable under the California Franchise Investment Law. The California Franchise Investment Law provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this law or any rule or order thereunder is void.
2. The following language is added to Item 5:

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

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Rider effective as of the day and year first above written.

WORLD OPTIONS, INC.

FRANCHISEE

If an Entity:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

If an Individual:

[Print Name]

[Print Name]

**HAWAII ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND
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.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Addendum effective as of the day and the year first above written.

COMPANY/US:

WORLD OPTIONS, INC.

FRANCHISEE/YOU:

If an Entity:

By: _____

By: _____

Title: _____

Title: [President] [Managing Member] [General Partner]

If an individual:

[Print Name]

[Print Name]

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

ILLINOIS

1. The following language is added to Item 5:

The initial franchise fee and all other initial payments owed by franchisee to the Franchisor under the Franchise Agreement will be deferred until the Franchisor has satisfied its pre-opening obligations to the franchisee and the franchisee is open for business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

2. The following are added at the end of the charts in Item 17:

Illinois law (815 ILCS 705/4) provides that: "Any provision in the franchise agreement that designates jurisdiction or venue in a forum outside of this State is void provided that a franchise agreement may provide for arbitration in a forum outside of this State."

Illinois law (815 ILCS 705/41) provides that: "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void."

Franchisees' right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Illinois law shall apply to and govern the Franchise Agreement.

3. 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 RIDER TO
THE WORLD OPTIONS FRANCHISE AGREEMENT
BETWEEN WORLD OPTIONS, INC. AND**

DATED _____, _____

In recognition of the Illinois Franchise Disclosure Act and the Rules and Regulations promulgated thereunder, the Franchise Agreement of WORLD OPTIONS, INC. shall be modified as follows:

1. **Acknowledgments.** The following sentence is hereby added to the end of the next to last paragraph of Section 20.2 of the Franchise Agreement:

Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act **or any other law of the State or Illinois** is void.

2. **Governing Law/Consent to Jurisdiction.** The first paragraph of Section 19.5 of the Franchise Agreement is hereby deleted in its entirety and the following is substituted in its place:

E. GOVERNING LAW.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN SECTION 18.2 OF THE FRANCHISE AGREEMENT, ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT AS REQUIRED HEREBY, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.) OR OTHER FEDERAL LAW, AND EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW WITH RESPECT TO CLAIMS ARISING UNDER THE ILLINOIS FRANCHISE DISCLOSURE ACT OF 1987, THIS AGREEMENT, THE FRANCHISE AND THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, EXCLUDING ANY LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND FRANCHISEE, UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

Also, Section 19.D. of the Franchise Agreement is amended to provide that Section 4 of the Illinois Franchise Disclosure Act of 1987 states that any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this State is void, provided that a franchise agreement may provide for arbitration in a forum outside of this State.

3. **Illinois Franchise Disclosure Act.** Section 18.5 of the Franchise Agreement is hereby deleted in its entirety and the following is substituted in its place:

ILLINOIS FRANCHISE DISCLOSURE ACT.

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 any provision of the Illinois Franchise Disclosure Act or any other law of Illinois is void.

4. **Waiver of Punitive Damages and Jury Trial.** Sections 19.8 and 19.9 of the Franchise Agreement are hereby modified by adding the following sentence at the end of the first paragraph:

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 any provision of the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. Franchisees' right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
6. Section 6 of the Franchise Agreement is amended to provide that all fees shall be deferred until the Franchisor has satisfied its pre-opening obligations to the franchisee and the franchisee is open for business.
7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Rider effective as of the day and year first above written.

COMPANY/US:

WORLD OPTIONS, INC.

By: _____

Title: _____

FRANCHISEE/YOU:

If an Entity:

By: _____

Title: [President] [Managing Member] [General Partner]

If an individual:

[Print Name]

[Print Name]

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
WORLD OPTIONS, INC.**

MARYLAND

1. Item 17: The following language replaces the last sentence at the end of the Summary Section of Provision (c) of the Franchise Agreement table entitled **Requirements for you to renew or extend:**

To renew, you may be asked to sign a contract with materially different terms and conditions than the original Franchise Agreement that you signed, including a general release, provided, however, this general release shall not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.

2. Item 17: The Summary Section of Provision (m) of the Franchise Agreement table entitled **Conditions for our approval of transfer** is hereby deleted in its entirety, and the following is substituted in its place:

The new franchisee must: qualify; complete training; sign our then-current form of franchise agreement; and pay the transfer fee. You must: pay us all amounts due; submit all required documents; sign a general release; subordinate amounts due to you; and sign other documents we require. All material terms of the transfer must be approved by us. (Also see (r) below.) The general release that we require shall not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.

3. The following language is added to the Franchise Agreement table in Item 17 as a new paragraph (x) entitled **Claims Arising Under the Maryland Franchise Registration and Disclosure Law** at the end of the Summary Section:

(x) **Claims Arising Under the Maryland Franchise Registration and Disclosure Law.** Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

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

**MARYLAND RIDER
TO THE WORLD OPTIONS FRANCHISE AGREEMENT
BETWEEN WORLD OPTIONS, INC. AND**

DATED _____, _____

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law and the Rules and Regulations promulgated thereunder, the Franchise Agreement of WORLD OPTIONS, INC. shall be modified as follows:

1. **Acknowledgments.** The following language is added to the end of the next to last paragraph of Section 20.2 of the Franchise Agreement:

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

2. **Conditions for Approval of Transfer.** The language contained in Section 15.3.8 of the Franchise Agreement is hereby deleted in its entirety and the following is substituted in its place:

You (and your transferring Owners) have executed a general release, in form satisfactory to us, of any and all claims against us and our Affiliates and our respective officers, directors, employees and agents; provided, however, this general release shall not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.

3. **Agreements/Releases.** The following sentence is added to the end of Section 3.2 and as a new Section 3.2.7 of the Franchise Agreement:

Failure by you and your Owners to execute such agreements and releases and deliver them to us for our acceptance and execution within 60 days after delivery thereof to you will be deemed an election by you not to renew your Franchise, provided, however, this general release shall not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.

4. **Governing Law/Consent to Jurisdiction.** The following statement is hereby added to the last sentence of Sections 19.4 and 19.5 of the Franchise Agreement:

HOWEVER, SUBJECT TO FRANCHISEE'S ARBITRATION OBLIGATION, NOTHING IN THIS SECTION AFFECTS YOUR RIGHT UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW TO SUE IN MARYLAND FOR CLAIMS ARISING UNDER THAT LAW.

5. **Limitations of Claims.** Section 18.5 of the Franchise Agreement is hereby deleted in its entirety and the following is substituted in its place:

Except for claims arising from under reporting of Gross Sales by you or nonpayment or underpayment of amounts owed by you to us or our Affiliates pursuant to this Agreement, any and all claims arising out of or relating to this Agreement or the relationship between the parties hereto will be barred unless a judicial or arbitration proceeding is commenced within 1 year from the date you or we knew or should have known of the facts giving rise to such claims; provided however, that the limitation of such claims shall not act to reduce the 3 year statute of limitations afforded you for bringing a claim under the Maryland Franchise Registration and Disclosure Law.

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

IN WITNESS, WHEREOF the parties hereto have executed and delivered this Rider effective as of the day and year first above written.

COMPANY/US:

WORLD OPTIONS, INC.

FRANCHISEE/YOU:

If an Entity:

By: _____

Title: _____

By: _____

Title: [President] [Managing Member] [General Partner]

If an individual:

[Print Name]

[Print Name]

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

MINNESOTA

1. The following information is added to the cover page of the Franchise Disclosure Document:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE, OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

2. The following language is added to Item 13:

Minnesota considers it unfair not to protect the franchisee's right to use the trademarks. Pursuant to Minn. Stat. Sec. 80C.12, Subd. 1(g), to the extent required by law, we will protect your right to use the primary trademark, service mark, trade name, logotype, or other commercial symbol or will indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of our primary trade name.

3. The following is added at the end of the charts in Item 17:

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

Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400(J) might prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document, or Franchise 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.

Minn. Rule 2860.4400(D) prohibits us from requiring you to assent to a general release; provided, this shall not bar the voluntary settlement of disputes.

Pursuant to Minn. Stat. Sec. 80C.17, Subd. 5, to the extent required by law, no action may be commenced pursuant to Minn. Stat. Sec. 80C.17 more than three years after the cause of action accrues.

Minn. Rule 2860.4400(J) provides that it is unfair and inequitable for any person to require a franchisee to waive his or her rights to a jury trial or consent to liquidated damages, termination penalties, or judgment notes; provided this shall not bar an arbitration clause. However, we intend to enforce any of these provisions in our Franchise Agreement to the extent the law allows.

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

**MINNESOTA RIDER TO THE
WORLD OPTIONS FRANCHISE AGREEMENT
BETWEEN WORLD OPTIONS, INC. AND**

DATED _____, _____

In recognition of the requirements of the Minnesota Franchise Act and the Rules and Regulations promulgated thereunder, the Franchise Agreement of WORLD OPTIONS, INC. is modified as follows:

1. **Marks.** The following statement is hereby added to the end of Section 7.1 of the Franchise Agreement:

Pursuant to Minn. Stat. Sec. 80C.12, Subd. 1(g), Minnesota considers it unfair not to protect the franchisee's right to use the trademarks. To the extent required by Minnesota law, we will protect your right to use the primary trademark, service mark, trade name, logotype, or other commercial symbol from third parties or will indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit, or demand regarding your use of our primary trade name in accordance with the requirements of the Franchise Agreement and our standards.

2. **Franchisee's Right to Renew.** The following statement is hereby added to the end of Section 3.2 of the Franchise Agreement:

Minnesota law provides Franchisee with certain non-renewal rights. Minn. Stat. Sec. 80C.14 Subd. 4 requires, except in certain specified cases, that Franchisee be given 180 days' notice for non-renewal of this Agreement.

3. **Termination of Agreement - By Company.** The following statement is hereby added to the end of Section 16.B. of the Franchise Agreement:

Minnesota law provides Franchisee with certain termination rights. Minn. Stat. Sec. 80C.14 Subd. 3 requires, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) of this Agreement.

4. **Franchisee's Transfer.** The following statement is hereby added to the end of Section 15.3 of the Franchise Agreement:

Minnesota law provides Franchisee with certain transfer rights. Pursuant to Minn. Stat. Sec. 80C.14 Subd. 5, we will not unreasonably withheld consent to an assignment, transfer, or sale of the franchise whenever the franchisee to be substituted meets our then-current standards and qualifications for franchisees.

5. **Liquidated Damages.** The provisions of Section 17.3 of the Franchise Agreement pertaining to liquidated damages will not be enforced to the extent prohibited by the Minnesota Franchise Law.

6. **No Abrogation of Minnesota Statute Chapter 80C/Consent to Jurisdiction.** The following statement is hereby added to the end of Sections 19.4 and 19.5 of the Franchise Agreement:

Without limiting the foregoing, nothing in this Section will 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. Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400(J) may prohibit us from requiring litigation to be conducted outside Minnesota.

Notwithstanding the foregoing, this shall not bar enforcement of an arbitration clause.

7. **Limitations of Claims.** The following sentence is hereby added to the end of Section 18.5 of the Franchise Agreement:

Pursuant to Minn. Stat. Sec. 80C.17, Subd. 5, no action may be commenced pursuant to Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

8. **Waiver of Punitive Damages and Jury Trial.** Sections 19.8 and 19.9 of the Franchise Agreement will not be enforced to the extent prohibited by the Minnesota Franchise Law.

9. **Limitation of General Release.** Sections 3.2.6 and 15.3.8 of the Franchise Agreement pertaining to general releases in connection with renewal or transfer are amended so that any such release will not apply to liability imposed by Minnesota Statutes Chapter 80C; provided, this will not bar the voluntary settlement of disputes.

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

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Rider effective as of the day and year first above written.

COMPANY/US:

WORLD OPTIONS, INC.

FRANCHISEE/YOU:

If an Entity:

By: _____

By: _____

Title: _____

Title: [President] [Managing Member] [General Partner]

If an individual:

[Print Name]

[Print Name]

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “**Requirements for franchisee to renew or extend**,” and Item 17(m), entitled “**Conditions for franchisor approval of transfer**”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”: You may terminate the agreement on any grounds available by law.
5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.
7. 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.

NEW YORK
RIDER TO WORLD OPTIONS FRANCHISE AGREEMENT
BETWEEN WORLD OPTIONS, INC. AND

DATED _____, _____

In recognition of the requirements of the New York General Business Law and the Rules and Regulations promulgated thereunder, the Franchise Agreement of WORLD OPTIONS, INC. shall be modified as follows:

1. **Conditions for Approval of Transfer.** The following is hereby added at the end of Section 15.3.8 of the Franchise Agreement:

; provided however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provision of GBL 687.4 and 687.5 be satisfied.

2. **Agreements/Releases.** The following is hereby added to the end of the second sentence of Section 3.2.6 of the Franchise Agreement:

; provided however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provision of GBL 687.4 and 687.5 be satisfied.

3. **Taxes.** The following language is added as first sentence of Section 6.12 of the Franchise Agreement:

We will have no liability for any sales, use, service, excise, gross receipts, income, property or other taxes, whether levied upon you, the Franchised Business or your property, in connection with the services provided or business conducted by your (except any taxes we are required by law to collect from you with respect to purchases from us).

4. **Governing Law/Consent to Jurisdiction.** The following is hereby added at the end of Sections 19.4 and 19.5 of the Franchise Agreement:

THE FOREGOING CHOICE OF LAW SHALL NOT BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON FRANCHISEE BY THE PROVISIONS OF ARTICLE 33 OF THE GENERAL BUSINESS LAW OF THE STATE OF NEW YORK.

5. Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.
6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming

reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Rider effective as of the day and year first above written.

COMPANY/US:

WORLD OPTIONS, INC.

FRANCHISEE/YOU:

If an Entity:

By: _____

By: _____

Title: _____

Title: [President] [Managing Member] [General Partner]

If an individual:

[Print Name]

[Print Name]

AMENDMENT TO WORLD OPTIONS FRANCHISE AGREEMENT

NORTH DAKOTA

The Franchise Agreement (the “**Agreement**”) between World Options, Inc. (“**Franchisor**”) and _____ (“**You**”) are amended by adding the following provisions, which shall be considered an integral part of the Agreement:

1. The North Dakota Securities Commissioner requires that certain provisions in the Agreement be amended by the following statements:
 - a. If the Agreement obligates you to execute a release of claims upon renewal of the franchise term, such obligation is void.
 - b. Covenants not to compete during the term, and upon termination or expiration, of the franchise term are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete that is inconsistent with North Dakota Law, the covenant may be unenforceable.
 - c. To the extent the Agreement requires litigation to be conducted in a jurisdiction other than North Dakota, the requirement is void. Any litigation under the agreement shall be conducted in North Dakota or a mutually agreed upon location. The provisions of this paragraph are subject to the United States Arbitration Act (9 U.S.C. § 1 et seq.)
 - d. To the extent the Agreement requires that it is governed by a state law other than North Dakota, the requirement is void. Subject to any applicable federal law, North Dakota law shall govern the Agreement.
 - e. To the extent the Agreement requires payment of a termination penalty or liquidation penalty, the requirement is void.
 - f. To the extent the Agreement requires you to consent to a waiver of exemplary and/or punitive damages, the requirement is void.
 - g. To the extent the Agreement requires you to consent to a waiver of trial by jury, the requirement is void.
 - h. To the extent the Agreement requires that you consent to a limitation of claims under the North Dakota Franchise Investment Law, the requirement is void and the statute of limitations under North Dakota Franchise Investment Law will apply.
 - i. To the extent the Agreement requires that you consent to payment of all costs and expenses incurred under any action concerning a violation of the North Dakota Franchise Investment Law, the requirement is void. Under Section 51-19-12.3 of that law, the prevailing party in any such action is entitled to recover all costs and expenses, including attorney’s fees.
2. AS TO ANY STATE LAW REFERRED TO IN THE FOREGOING AMENDMENTS TO THE FRANCHISE AGREEMENT THAT DECLARES VOID OR UNENFORCEABLE ANY PROVISION CONTAINED IN THE FRANCHISE AGREEMENT, THE FRANCHISOR RESERVES THE RIGHT TO CHALLENGE THE ENFORCEABILITY OF THE STATE LAW BY BRINGING AN APPROPRIATE LEGAL ACTION OR BY RAISING THE CLAIM IN A LEGAL ACTION OR ARBITRATION THAT YOU HAVE INITIATED.
3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims

under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment of the Franchise Agreement and understands and consents to be bound by all of its terms on this day _____, _____.

COMPANY/US:

WORLD OPTIONS, INC.

FRANCHISEE/YOU:

If an Entity:

By: _____

By: _____

Title: _____

Title: [President] [Managing Member] [General Partner]

If an individual:

[Print Name]

[Print Name]

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

RHODE ISLAND

1. The following language is added to the end of the Summary section of Item 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of law**:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

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

**RHODE ISLAND RIDER TO THE
WORLD OPTIONS FRANCHISE AGREEMENT
BETWEEN WORLD OPTIONS, INC. AND**

DATED _____, _____

In recognition of the requirements of the Rhode Island Franchise Investment Law and the Rules and Regulations promulgated thereunder, the Franchise Agreement of WORLD OPTIONS, INC. shall be modified as follows:

1. **Governing Law.** Section 19.5 of the Franchise Agreement is hereby deleted in its entirety and the following is substituted in its place:

EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT AS REQUIRED HEREBY, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ., OR SUCCESSOR STATUTE) OR OTHER FEDERAL LAW, AND EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW WITH RESPECT TO CLAIMS ARISING UNDER THE RHODE ISLAND FRANCHISE INVESTMENT ACT, THIS AGREEMENT, THE FRANCHISE AND THE RELATIONSHIP BETWEEN COMPANY AND FRANCHISEE WILL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO, EXCLUDING ANY LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND FRANCHISEE, UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

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

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Rider effective as of the day and year first above written.

COMPANY/US:

WORLD OPTIONS, INC.

By: _____

Title: _____

FRANCHISEE/YOU:

If an Entity:

By: _____

Title: [President] [Managing Member] [General Partner]

If an individual:

[Print Name]

[Print Name]

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

VIRGINIA

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

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

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to the franchisee by any provision contained in the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

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

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND RELATED AGREEMENTS

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

RCW 19.100.180 may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration 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.

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

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

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 provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

Use of Franchise Brokers. The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

On October 11, 2019, to resolve an investigation by the Washington Attorney General and without admitting any liability, we voluntarily entered into an Assurance of Discontinuance ("AOD") with the State of Washington (No. 19-2-26748-8 SEA), in which we agreed, among other things, not to include in our

form franchise agreement a provision that restricts a franchisee from soliciting and/or hiring employees from us or other franchisees (generally, a “no-poach provision”) and not to enforce any no-poach provision in any existing franchise agreements. No-poach provisions were standard provisions in franchise agreements throughout many industries and prompted a broad multi-industry investigation by the Washington Attorney General. As of the date of this Franchise Disclosure Document, the Washington Attorney General has entered into similar AODs with over 200 other franchisors.

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

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Addendum effective as of the day and the year first above written.

COMPANY/US:

WORLD OPTIONS, INC.

FRANCHISEE/YOU:

If an Entity:

By: _____

Title: _____

By: _____

Title: [President] [Managing Member] [General Partner]

If an individual:

[Print Name]

[Print Name]

FDD EXHIBIT G
GENERAL RELEASE

EXHIBIT G
GENERAL RELEASE FORM

**THIS IS A CURRENT RELEASE FORM THAT GENERALLY WILL
BE USED WITH OR INCORPORATED INTO A SEPARATE AGREEMENT.
THIS FORM IS SUBJECT TO CHANGE OVER TIME.**

For and in consideration of the Agreements and covenants described below, World Options, Inc. (“World Options”), _____ (“Franchisee”), and _____ (“Guarantors”) enter into this Release of Claims (“Agreement”).

RECITALS

A. World Options and Franchisee entered into a World Options Franchise Agreement dated _____, _____ (the “Franchise Agreement”).

B. [NOTE: Describe the circumstances relating to the release.]

AGREEMENTS

1. **Consideration.** [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release of Claims.**

A. Franchisee and Guarantor and each of their divisions, parent companies, subsidiaries, affiliates, predecessors, successors, insurers, and assigns, and past and present owners, directors, managers, stockholders, shareholders, officers, trustees, members, agents, employees, associates, attorneys, representatives and legal heirs (the “Franchisee Releasing Parties”) completely and irrevocably release and discharge World Options and each of its past and present divisions, parent companies, subsidiaries, affiliates, predecessors, successor, insurers, and assigns, and past and present owners, directors, managers, stockholders, shareholders, officers, trustees, members, agents, employees, associates, attorneys, representatives, and legal heirs (the “World Options Released Parties”), from any and all actions, suits, claims, demands, obligations, liabilities, losses, costs, expenses, fees, damages, liens, compensation, and causes of action of every nature, character, and description, in law or equity, whether contingent or fixed, whether matured or unmatured, whether known or unknown, that the Franchisee Releasing Parties may have or hold against the World Options Released Parties arising out of or related in any way to any conduct, transaction, occurrence, act or omission at any time before the Effective Dates, related to the Franchise Agreement, the development or operation of the Franchised Business operated pursuant to the Franchise Agreement, the relationship between the parties, the offer or sale of any franchise, or any agreement between the World Options Released Parties and the Franchisee Releasing Parties. Except in connection with a negotiated settlement of a bona fide dispute, the foregoing release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

B. The Franchisee Releasing Parties specifically and expressly acknowledge and agree that the consideration accepted under this Agreement is accepted in full satisfaction of any and all

injuries and/or damages that have previously arisen and which may hereafter arise respecting any of the claims being released.

C. The Franchisee Releasing Parties acknowledge that they have had a reasonable opportunity to consult with an attorney prior to signing this release and they have executed this release voluntarily. Also, the Franchisee Releasing Parties represent that they have not assigned or transferred to anyone any claims released by them under Section 4(A) above.

5. **General.** No amendment to this Agreement or waiver of the rights or obligations of either party shall be effective unless in writing signed by the parties. This Agreement is governed by the laws of the State of _____ without regard to conflicts of laws principles. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement. [NOTE: Detail other miscellaneous provisions.]

WORLD OPTIONS, INC.:

FRANCHISEE:

By:_____

By:_____

Its:_____

Its:_____

Date:_____

Date:_____

PERSONAL GUARANTORS:

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

State	Effective Date
California	Pending
Hawaii	Not Registered
Illinois	Pending
Indiana	Not Registered
Maryland	Not Registered
Michigan	November 3, 2023
Minnesota	Not Registered
New York	Pending
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Pending
Washington	Not Registered
Wisconsin	Not Registered

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.

ITEM 23
RECEIPT

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

If World Options, Inc. (“World Options”) offers you a franchise, World Options must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, World Options or World Options’ affiliate in connection with the proposed franchise sale. Iowa and New York require that World Options gives you this Disclosure Document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that World Options gives you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If World Options 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 those state administrators listed on Exhibit E.

The franchisor is World Options, Inc., located at 143 Union Boulevard, Suite 625, Lakewood, Colorado 80228. Our telephone number is (888) 308-5116.

Issuance Date: April 30, 2024

World Options’ franchise sellers involved in offering and selling the franchise to you are James Edwards, Dale Myska, and/or Gerald Steen 143 Union Boulevard, Suite 625, Lakewood, Colorado 80228, (888) 308-5116, or is listed below (with address and telephone number), or will be provided to you separately before you sign a franchise agreement:

World Options authorizes the respective state agencies identified on Exhibit E to receive service of process for World Options in the particular state.

I have received a Disclosure Document dated April 30, 2024, which included the following Exhibits:

- | | |
|--|---|
| (A) Franchise Agreement | (E) Operations Manual Table of Contents |
| (B) List of Current Franchisees | (F) State Specific Addenda and Agreement Riders |
| (B-1) List of Former Franchisees | (G) General Release Form |
| (C) Financial Statements | |
| (D) List of State Agencies/Agents for Service of Process | |

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

Copy for Franchisee

ITEM 23 RECEIPT

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

If World Options, Inc. (“World Options”) offers you a franchise, World Options must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, World Options or World Options’ affiliate in connection with the proposed franchise sale. Iowa and New York require that World Options gives you this Disclosure Document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that World Options gives you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If World Options 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 those state administrators listed on Exhibit E.

The franchisor is World Options, Inc., located at 143 Union Boulevard, Suite 625, Lakewood, Colorado 80228. Our telephone number is (888) 308-5116.

Issuance Date: April 30, 2024

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World Options authorizes the respective state agencies identified on Exhibit E to receive service of process for World Options in the particular state.

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- | | |
|--|---|
| (A) Franchise Agreement | (E) Operations Manual Table of Contents |
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| (B-1) List of Former Franchisees | (G) General Release Form |
| (C) Financial Statements | |
| (D) List of State Agencies/Agents for Service of Process | |

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

Copy for World Options, Inc.

Please sign and date both copies of this receipt, keep one copy (the previous page) for your records, and mail one copy (this page) to the address listed on the front page of this Disclosure Document or send to the Franchise Development Sales and Support Manager by email to franchise@worldoptions.com