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## FRANCHISE DISCLOSURE DOCUMENT

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# wed society®

Wed Society Franchise, LLC  
An Oklahoma Limited Liability Company  
14013 N. Eastern Ave., Edmond, OK 73013  
405-607-2902  
[franchise@wedsociety.com](mailto:franchise@wedsociety.com)  
<https://franchise.wedsociety.com>  
<https://www.wedsociety.com>

As a Wed Society franchisee, you will operate a business that sells digital and print advertising to wedding vendors and publishes weddings to online and social media, in addition to producing an annual print publication. Your business will also host events for the wedding industry. Wed Society helps engaged couples simplify their planning and source wedding vendors for their special day, while also helping vendors grow their business by reaching their target audience with precision.

The total investment necessary to begin operation of a Wed Society franchise is \$102,750 to \$120,950. This includes \$65,000 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Ashley Bowen Murphy, Kami Huddleston or David Lewis at 14013 N. Eastern Ave., Edmond, OK 73013 and 405-607-2902.

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

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

visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: May 8, 2025

## 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
<b>How much can I earn?</b>	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.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Wed Society business in my area?</b>	Item 12 and the "territory" provisions in the Franchise Agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a Wed Society franchisee?</b>	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## **What You Need To Know About Franchising *Generally***

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The Franchise Agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The Franchise Agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the Franchise Agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your Franchise Agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The Franchise Agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

## **Some States Require Registration**

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit D.

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

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Oklahoma. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Oklahoma than in your own state.
2. **Short Operating History.** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

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## FRANCHISE DISCLOSURE DOCUMENT

### TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
Item 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES ...	1
Item 2 BUSINESS EXPERIENCE.....	2
Item 3 LITIGATION .....	4
Item 4 BANKRUPTCY .....	4
Item 5 INITIAL FEES .....	4
Item 6 OTHER FEES.....	5
Item 7 ESTIMATED INITIAL INVESTMENT .....	11
Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	13
Item 9 FRANCHISEE'S OBLIGATIONS .....	16
Item 10 FINANCING .....	17
Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING .....	17
Item 12 TERRITORY .....	24
Item 13 TRADEMARKS.....	27
Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION .....	28
Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	30
Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL .....	30
Item 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION .....	30
Item 18 PUBLIC FIGURES .....	34
Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS .....	34
Item 20 OUTLETS AND FRANCHISEE INFORMATION.....	39
Item 21 FINANCIAL STATEMENTS.....	44
Item 22 CONTRACTS .....	44
Item 23 RECEIPTS.....	44

### Exhibits

- A. State Addenda to Disclosure Document
- B. Franchise Agreement (with State Addenda to Agreements, Guaranty and Non-Compete Agreement, Rider to Lease Agreement, and Form of General Release)
- C. Item 21 Financial Statements
- D. State Administrators and Agents for Service of Process

State Effective Dates  
Receipt (2 copies)

## Item 1

### THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, “we”, “us,” or “our” refers to Wed Society Franchise, LLC. “You” means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the Franchise Agreement’s provisions also will apply to your owners.

#### Us, Any Parents, and Certain Affiliates

Our name is Wed Society Franchise, LLC. Our principal business address is 14013 N. Eastern Ave., Edmond, OK 73013. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

#### Our Predecessors

We do not have any predecessors.

#### Our Business Name

We use the name “Wed Society” and we do not intend to use any other names to conduct business.

#### Agent for Service of Process

Our agent for service of process in Oklahoma is Ashley Murphy, and the agent’s principal business address is 14013 N. Eastern Ave., Edmond, OK 73013. Our agents for service of process in other states are disclosed in Exhibit D.

#### Business Organization

We are An Oklahoma Limited Liability Company. We were formed on 5/2/2023.

#### Information About Our Business and the Franchises Offered

We do not operate businesses of the type being franchised, but our Affiliate companies do operate four locations of the type of business being franchised.

We do not have any other business activities. We have not offered franchises in other lines of business.

If you sign a Franchise Agreement with us, you will develop and operate a business providing a book of services consisting of different advertising packages including but not limited to a variety of digital and print advertising options. Wed Society helps engaged couples simplify their planning and source the right wedding vendors, as well as helping vendors reach their target

audiences through featuring their weddings and promoting their products and services, under the trade name Wed Society.

We operate in the Advertising market that is well developed. The business specializes in the advertising and promotion of wedding vendors and distribution of high-quality wedding publications. Our products and services are offered year-round. You will compete for customers with independent owners, national chains, regional chains, and franchised businesses, offering advertising packages including but not limited to a variety of digital and print advertising options for wedding vendors.

#### Laws and Regulations

Operation of a Wed Society will require you to be aware of federal, state and local regulations that are common to all businesses including federal, state, and local employment laws and regulations, specifically including minimum wage and wage requirements. You must comply with any copyright, trademark, intellectual property, unfair trade practices, consumer protection laws and false or other advertising laws. You should investigate the application of these laws further. We are not aware of any specific industry laws or regulations specific to the industry in which the franchise business operates.

You should investigate the application of these laws further.

#### Prior Business Experience

We have offered franchises since 10/2023. None of our affiliates has offered franchises in other lines of business. None of our affiliates provides products or services to our franchisees.

Our affiliate, K&A Creative, Inc. has operated Brandlink Media since 01/08/2008. This affiliate has the same business address as us.

Our affiliate, Wed Society, LLC owns the trademarks for Wed Society since 10/29/2012. This affiliate has the same business address as us.

Our affiliate, Wed Society Pro, LLC is a recommended provider of website development and digital marketing services. This affiliate has the same business address as us.

### **Item 2 BUSINESS EXPERIENCE**

**Ashley Bowen Murphy— Member/Co-Founder.** Ashley Bowen Murphy has been our Member/Co-Founder in Edmond, Oklahoma, since 05/02/2023.

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
Wed Society Pro	Co-Founder	8/2023	Present	Edmond, OK
Wed Society LLC	Co-Founder	5/2012	Present	Edmond, OK
Just Two Publishing, Inc.	Co-Founder	1/2007	Present	Edmond, OK

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
Wed Link Media	Co-Founder	1/2007	Present	Edmond, OK
K&A Creative, Inc.	Co-Founder	1/2007	Present	Edmond, OK

**Kami Huddleston – Member/Co-Founder.** Kami Huddleston has been our Member/Co-Founder in Edmond, Oklahoma, since 05/02/2023.

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
Wed Society Pro	Co-Founder	8/2023	Present	Edmond, OK
Wed Society LLC	Co-Founder	5/2012	Present	Edmond, OK
Just Two Publishing, Inc.	Co-Founder	1/2007	Present	Edmond, OK
Wed Link Media	Co-Founder	1/2007	Present	Edmond, OK
K&A Creative, Inc.	Co-Founder	1/2007	Present	Edmond, OK

**David Lewis – Chief Growth Officer.** David Lewis has been our Member/Chief Growth Officer in Edmond, Oklahoma, since 10/01/2023.

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
Wed Society Franchise	Chief Growth Officer	10/2023	Present	Edmond, OK
Type A Advisors	Owner	8/2022	Present	Edmond, OK
SAP Resources	Chief Operating Officer	5/2019	8/2022	Oklahoma City, OK
Express Services	Vice President of Franchising	7/2001	4/2019	Oklahoma City, OK

**Ali Chambless – Franchise Business Coach.** Ali Chambless has been our Vice President of Franchise Development in Fort Worth, Texas, since 10/01/2023.

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
Wed Society Franchise, LLC	Vice President of Franchise Development	10/2023	Present	Fort Worth, Texas
Wed Society Pro	VP of Marketing	8/2023	12/2024	Fort Worth, Texas
K&A Creative	VP of Marketing	10/2019	12/2024	Fort Worth, Texas

**Kelsey Moody – Franchise Business Coach.** Kelsey Moody has been our Franchise Business Coach and Vice President of Franchise Support in Edmond, OK, since 03/01/2024.

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
Wed Society Franchise, LLC	Franchise Business Coach and Vice President of Franchise Support	3/2024	Present	Edmond, OK
K&A Creative	VP of Operations	02/2023	12/2024	Edmond, OK
Pure Barre	Franchise Owner	01/2015	12/2022	Edmond, OK

**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**

**Franchise Fee**

When you sign your Franchise Agreement, you must pay us a lump sum of \$45,000 as the initial franchise fee. This fee is uniform and is not refundable. If a current franchisee purchases an additional territory, we reserve the right to offer an additional territory at a discounted franchise fee.

**Market Introduction Program Fee**

When you sign your Franchise Agreement, you must pay us a lump sum of \$20,000 as a local marketing fee. This fee is uniform and is not refundable. These funds will be used by us during the pre-commencement of operations and during the first four (4) months from commencement of operation of your franchise business to promote your franchise. Marketing services provided for the fee may at our discretion include but are not limited to search engine optimization, digital advertising, social media promotion, search engine marketing, and other online and offline promotional efforts on behalf of your franchise at our discretion. The Program

is designed to increase brand recognition, user engagement, user following, and overall impressions on your website and social platforms.

#### Industry Professionals Incentive - “Industry Pro”

We offer an Industry Professionals Incentive which provides for a reduction in the initial franchise fee to \$40,000 for qualifying individuals with at least three (3) years of qualifying advertising sales experience, or at least three (3) years of qualifying business to business sales or business ownership experience within the wedding industry, or an honorable discharge from the United States Armed Forces.

#### “25 in 25” Incentive

We offer a limited time incentive for new markets which provides a free technology package valued at \$5,000 which includes the computer technology needed to power your business. This package consists of computers, accessories, peripherals, and associated computer technology valued at approximately \$5,000.

### **Item 6 OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty	8% of your gross sales	Immediately upon payments processed	You will remit royalties via automatic deposit via our payment processing system. Royalties are due at the time of payment from your members. See Note 1 and Note 2.
Brand Fund	2% of your gross sales	Immediately upon payments processed	See Note 1 and Note 2.
Design & Technology Fee	7% of your gross sales	Immediately upon payments processed	Our design support and technology maintenance fee covers the cost of maintaining, developing, and operating our proprietary software stack as well as digital, print, and other design services. See Note 1 and Note 2.
Software subscription	\$802.10 per month.	Varies	We require you to use certain software as described in Item 11. You may pay subscription fees to us or directly to the software supplier.

Annual Franchisee Conference Fee	\$1,500 per franchise territory plus \$250 per attendee in excess of 2 attendees.	At least 60 days prior to the start of the conference	The fee is to offset a portion of our investment to host an annual conference. Franchisee and one staff member are required to attend.
Book of Weddings Print & Distribution Costs	An estimate of your annual costs, \$1,500 per month, will be collected and held in escrow on your behalf. Costs will be determined by the actual printing, shipping, and handling costs associated with your book.	Escrow collected monthly, with actual payment and reconciliation made once per year upon notice of amounts owed. Refunds will be returned to you or shortages must be paid to us within 15 days of notice.	We will determine paper weight, finish, and other stylistic decisions while we will collaborate on the total number of pages contained in the book with you based on the number of advertising members you acquire, which may increase total costs. Production of the book is by a third-party vendor of our sole choice.
Market Cooperative Contribution	As determined by co-op.	Monthly within 3 days of notice of amounts owed.	We have the right to establish local or regional advertising cooperatives. The maximum contribution that a co-op may require is 5% of gross sales.
Replacement / Additional Training fee	\$250 per person, per day	Prior to attending training	If you send a manager or other employee to our training program after you open, we will charge our then-current training fee.
Third party vendors	Pass-through of costs, plus reasonable administrative charge.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.

Transfer fee	25% of the then current franchise fee	When transfer occurs	Payable if you sell or transfer your business, or transfer the majority ownership interest in your business.
Member Ad Design Revision Fee	\$100 per revision in excess of one revision.	As incurred	Wed Society Franchise provides an optional graphics and design service for contracted advertising. The initial design of your members print advertisement is free, as well as one revision, however for each additional revision we may charge you.
Member Late Fee	\$200	As incurred	Charged to you for any member who submits their print materials after the published deadline. In some instances, members who submit their print materials after the published deadline may not be included in the Book of Weddings.
Non-compliance fee	\$500	On demand	We may charge you \$500 if your business is not in compliance with our system specifications or the Franchise Agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you \$250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	\$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.

Insufficient funds fee	\$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Breach of territory fee	The greater of (i) \$500 or (ii) 75% of the amount paid by the customer outside of your territory.	On demand	If you serve a customer outside of your territory according to the defined rules disclosed in Item 12 without our prior written permission, we may impose this fee.
Special support fee	\$.600 per day plus our expenses.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	Our expenses	On demand	We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any month.
Special evaluation fee	\$600, plus our out-of-pocket costs	On demand	Payable only if we conduct an in-person evaluation of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.

Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Liquidated damages	An amount equal to royalty fees, design and technology fees, and Brand Fund contributions for the lesser of (i) 2 years or (ii) the remaining franchise term.	On demand	Payable if we terminate your Franchise Agreement because of your default, or if you terminate the Franchise Agreement without the right to do so.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.
Promotional Materials Coordination Fee	Actual costs plus 10% handling and coordination fee	As incurred	Payable for optional promotional products not otherwise provided to you. You will be billed the cost of the products and shipping plus a 10% coordination and handling support fee.

All fees are imposed by and payable directly to us (other than local marketing spend and certain software subscription charges). All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate.

There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

## Notes

1. “Gross Sales” is defined in our Franchise Agreement as the total dollar amount collected of all sales through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to or uncollected amounts from customers, (ii) sales taxes collected by Franchisee, (iii) revenue from regional or national ad sales (iv) sales of used equipment not in the ordinary course of business, or (v) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

2. Before you may open for business, you must sign and deliver to us all bank documents needed to permit us and our affiliate to debit your bank account via ACH Electronic Transfer for all fees and payments due to us or our affiliates. If you change your bank account or transfer your account to a different bank, you must notify us within one day, and sign and deliver to us and the bank new documents to permit us to debit your bank account within three days. We require you to execute an Automatic Bank Draft Authorization and pay most fees to us and our affiliate via ACH Electronic Transfer.

**Item 7**  
**ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 1)	\$45,000 - \$45,000	Check or wire transfer	Upon signing the Franchise Agreement	Us
Market Introduction Program (see Note 4)	\$20,000 - \$20,000	Check or wire transfer	Upon signing the Franchise Agreement	Us
Rent, Utilities, and Leasehold Improvements (see Note 2)	\$0 - \$0	Check, debit, and/or credit	As incurred	Vendors and suppliers
Furniture, Fixtures, and Equipment	\$250 - \$500	Check, debit, and/or credit	As incurred	Vendors and suppliers
Computer Hardware and Systems (see Note 3)	\$4,750 - \$5,500	Check, debit, and/or credit	As incurred	Vendors and suppliers
Insurance	\$300 - \$1,200	Check	Upon ordering	Insurance company
Office Expenses	\$250 - \$500	Check, debit, and/or credit	As incurred	Vendors
Licenses and Permits	\$200 - \$450	Check	Upon application	Government
Dues and Subscriptions	\$500 - \$800	Check, debit, and/or credit	As incurred	Vendors, trade organizations
Professional Fees (lawyer, accountant, etc.)	\$1,500 - \$3,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms

Travel, Lodging, Transportation, and Meals for Initial Training	\$2,500 - \$4,700	Check, debit, and/or credit	As incurred	Airlines, hotels, restaurants
Book of Weddings Print & Distribution Cost Escrow (see Note 5)	\$4,500 - \$4,500	ACH Transfer or credit	Monthly	Us, held in escrow on behalf of Franchisee to be paid to vendors and suppliers
Additional Funds (For first three months – see Note 6)	\$23,000 - \$34,800	Varies	Varies	Employees, suppliers
Total (see Note 7)	\$102,750 - \$120,950			

#### Notes

1. None of the expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. We estimate real property, leasehold improvements, and utilities at zero because we expect you will open as a home-based business.

3. Computer systems include estimated expenses for two MacBook air laptops, color printer/scanner, and light ring for video conferencing quality enhancement. Additional ancillary devices may be needed based on your specific technical configuration.

4. The Market Introduction Program covers marketing services which at our discretion may include but are not limited to search engine optimization, digital advertising, social media promotion, search engine marketing, promotional products, and other online and offline promotional efforts on behalf of your franchise. The Program is designed to increase brand awareness, user engagement, user following, and overall impressions on your website and social platforms. This amount invested for the Market Introduction Program will include advertising to be spent approximately eight (8) weeks prior to launch of your business as well as the first sixteen (16) weeks of your franchise operations. Of this total, approximately \$1,000 will be allocated to physical marketing materials and the remaining balance will be spent on actual media associated with executing the Program while up to 10% of the program fee may be used to pay our affiliates for various content creating services. None of this fee is refundable.

5. You are required to pay \$1,500 per month towards an escrow account which will be used to fund your print publication and pay for printing expenses. The range of investment here

indicates your first three months of escrow payments. These funds will be used to fulfill printing obligations to your members. You are responsible for any payment processing fees which will be deducted from the escrow payment. Funds held in escrow in excess of actual costs associated with printing and distribution are refundable after those costs are paid out of the escrow account. Note you may be required to pay additional monies if your escrow account is insufficient to satisfy the actual printing expenses.

6. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, software fees, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. In formulating the amount required for additional funds, we relied on the following factors, basis and experience: the development of a Wed Society business by our affiliate, the experience of existing franchise owners, and our general knowledge of the industry.

7. Unless indicated otherwise, we do not offer any direct or indirect financing to franchisees for any items.

## **Item 8** **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

### Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications.

### Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit, (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$500,000, and (iii) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation. You must purchase and maintain, at your expense, adequate insurance coverage which meets the specifications outlined in your Franchise Agreement from an approved supplier. The insurance policy or policies must protect you, us and our affiliates and our and their

officers, directors, partners, and employees, against any claims for loss, liability, personal injury, death, property damage, or any expense of your franchised business.

Your insurance policy or policies must be written by an insurance company that has at least an "A" rating or that is otherwise approved by us in writing and must include the following minimum requirements: comprehensive general liability insurance, including product liability, contractual liability, personal injury, property damage, and independent contractor's coverage and auto owned, hired and non-owned vehicles of at least \$500,000 per occurrence and aggregate, or a primary policy of at least \$1,000,000 per occurrence and \$2,000,000 aggregate with an excess policy of at least \$1,000,000 per occurrence and aggregate, which names us and our affiliates as an additional insured in each policy.

These policies will also apply to vehicles that you purchase or operate in the name of your business and will include workers' compensation and employers' liability insurance and any other insurance that an applicable state statute may require. Your lease or sublease, if any, may also impose certain insurance requirements upon you; the more restrictive language will apply. Your obligation to obtain and maintain these insurance policies will not be affected by any insurance which we may maintain for us or our affiliates.

After you obtain the required insurance, and on each policy renewal date, you must promptly give us evidence that you have obtained the required insurance and provide us with proof of payment and, if we request it, copies of all policies and policy amendments. The evidence of insurance must include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to us.

B. Computer software and hardware. You must purchase and use the computer software and hardware that we specify. See Item 11 for more details.

C. Products, inventory and equipment. You must purchase required items from our approved suppliers and approved vendors as prescribed and in accordance with our standards and specifications. See our Brand Standards/Operations Manual for details.

D. Digital Marketing Services. Our Affiliate, Wed Society Pro, LLC is a recommended vendor for website development and digital marketing services. You are not required to use our Affiliate for these services.

E. Printing and Distribution Services. You are required to use our approved vendor for printing and distribution services as it relates to your Book of Weddings.

#### Us or our Affiliates as Supplier

Neither us or any of our affiliates are currently a supplier of any goods or services that you must purchase, and we reserve the right to be a supplier (or the sole supplier) of a good or service in the future.

## Ownership of Suppliers

Our officers, Ashley Bowen Murphy and Kami Huddleston own an interest in our affiliate, Wed Society Pro, which is a recommended vendor for digital marketing services.

## Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

## Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

## Revenue to Us and Our Affiliates

We did not derive revenue from the required purchases and leases by franchisees prior to December 31, 2024. We expect to derive revenue from required purchases and leases by franchisees in the future.

## Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 50% to 80% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 50% to 80% of your total purchases and leases of goods and services to operate your business.

## Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers based on purchases by you or other franchisees. However, the Franchise Agreement does not prohibit us from doing so.

### Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

### Negotiated Arrangements

We do negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

### Benefits Provided to You for Purchases

We do provide material benefit to you based on your purchase of particular goods and services and your 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.**

<b>Obligation</b>	<b>Section in agreement</b>	<b>Disclosure document item</b>
a. Site selection and acquisition/lease	§ 6.1	Item 11
b. Pre-opening purchase/leases	§§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.4, 6.4, 7.6	Items 5, 6, 8 and 11
e. Opening	§§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	Article 4, §§ 5.5, 7.8, 8.4, 10.5, 11.2, 11.3, 14.5, 15.2, 16.1, 17.6	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.7, 7.9 – 7.13, 7.15, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 7.3, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	§ 2.2	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance	§§ 7.12, 7.13, 15.2	Items 6, 7 and 8

Obligation	Section in agreement	Disclosure document item
n. Insurance	§ 7.15	Items 6, 7 and 8
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§ 2.4	Items 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§ 3.2	Item 17
v. Post-termination obligations	Article 13, § 14.3	Item 17
w. Non-competition covenants	§ 13.2	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

**Item 10**  
**FINANCING**

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

**Item 11**  
**FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING**

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

**Our Pre-Opening Obligations**

Before you open your business:

A. *Your site.* This is a home-based business. Thus, we do not assist you in (i) locating your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits.

B. *Hiring and training employees.* We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring employees (Section 5.2), operational instructions in the Manual which you can use as part of training new employees (Section 5.3), and our initial training program described below. All hiring decisions and conditions of employment are your sole responsibility.

C. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide a list of our specifications and approved suppliers for equipment, signs, fixtures, opening

inventory, and supplies necessary to open your business. (Section 5.4) We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

D. *Brand Standards.* We will give you access to our Brand Standards. (Section 5.1)

E. *Initial Training Program.* We will conduct our initial training program. (Section 5.4). The current initial training program is described below.

F. *Market Introduction Program.* We will administer your market introduction program. (Section 5.4)

G. *On-site opening support.* We will have a representative provide on-site support for one week in connection with your business opening. (Section 5.4)

#### Length of Time to Open

The typical length of time between signing the Franchise Agreement and the opening of your business is 70-90 days. Factors that may affect the time period include your ability to obtain financing, obtain business permits and licenses, schedule initial training, and hire employees.

#### Our Post-Opening Obligations

After you open your business:

A. *Developing products or services you will offer to your customers.* Although it is our intent and practice to refine and develop products or services that you will offer to your customers, the Franchise Agreement does not obligate us to do so.

B. *Hiring and training employees.* We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring your employees (Section 5.2), and operational instructions in the Manual which you can use as part of training your new employees (Section 5.3). All hiring decisions and conditions of employment are your sole responsibility.

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently \$600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.5)

D. *Establishing prices.* Upon your request, we will provide recommended prices for products and services. (Section 5.5). We have the right to establish minimum and maximum pricing requirements. We have the right to determine prices charged by our franchisees for goods and services (but only to the extent permitted by applicable law).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide our recommended procedures for administration, bookkeeping, accounting, and inventory control. (Section 5.5). We may make any such procedures part of required (and not merely recommended) procedures for our system.

F. *Brand Fund.* We will administer the Brand Fund (Section 5.5). We will prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon request. (Section 9.3)

G. *Website.* We will maintain a website for the Wed Society brand (root domain and subdomains), which will include your business and contact information (Section 5.5), which you will maintain, update, and otherwise manage during the term of your Franchise Agreement. We retain the right to access, update, change, or otherwise manage this website and retain ownership at all times of this website.

H. *Social.* We will establish social and digital platforms and accounts on behalf of your local franchise territory, which you will maintain, update, and otherwise manage during the term of your Franchise Agreement. We retain the right to access, update, change, or otherwise manage these platforms or accounts and retain control of these platforms and accounts if your Franchise Agreement is terminated. You do not have the right to delete or remove these accounts or platforms, or to establish new social accounts to which we do not have the right to access, update, change, or otherwise manage.

## Advertising

*Our obligation.* We will use the Brand Fund only for marketing, brand development and related purposes. We may use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which may be paid for by the Brand Fund). We have no other obligation to conduct advertising. In 2024, because it was our first year and collection of funds was minimal, we spend 0% on production, 0% on media placement, and 0.6% on administrative fees. The balance will be used in 2025.

*Your own advertising material.* You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

*Advertising council.* We do not have an advertising council composed of franchisees. The Franchise Agreement does not give us the power to form an advertising council.

*Local or Regional Advertising Cooperatives.* We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its Franchise Agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not

less than 1% of gross sales and not more than 5% of gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

*Brand Fund.* You and all other franchisees must contribute to our Brand Fund. Your contribution is 2% of gross sales per week. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that our Affiliates own are not obligated to contribute to the Brand Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

Wed Society Franchise may accumulate funds in the Brand Fund and carry the balance over to subsequent years. If the Brand Fund operates at a deficit or requires additional funds at any time, Wed Society Franchise may loan such funds to the Brand Fund on reasonable terms.

No money from the Brand Fund is spent principally to solicit new franchise sales.

*Market introduction program.* We will develop a Market Introduction Program to market, promote and advertise your new business over the course of your pre-opening period as well as the approximately first sixteen (16) weeks of operations. This program will be completely executed by us and the cost for the advertising and management is included in Item 7.

*Recommended spending.* Following the conclusion of the Market Introduction Program, we require you to spend 2% of gross sales on local marketing efforts. We reserve the right to increase required monthly spending on local marketing up to 5% of your gross sales.

### Computer Systems

We require you to purchase software platforms and software subscriptions which includes but is not limited to the following, prices are also subject to change:

<b>Item</b>	<b>Estimated Monthly Cost</b>	<b>Purpose</b>
Google Workspace within centralized Wed Society® Google Workspace	\$57.60 (for 4 email addresses then \$14.40 per additional user)	Send and receive emails, cloud storage of documents, manage calendar, Internet browser, video conferencing.
Asana	\$60.00 (for 2 users, then \$31.00 per additional user)	Project management software
HubSpot	\$225.00 (for 2 users then \$75.00 per additional user)	Sales, marketing, contracting and reporting hub of business

Dropbox Sign	\$8.00 per user	Photo usage release agreements
AirCall	\$89.00 (for 2 users then \$44.50 per additional user)	For automatic syncing of phone calls and text messages
QuickBooks Online Plus	\$99.00	Manage accounting needs and track revenue. This cost does not include local sales tax, if applicable in your jurisdiction.
Canva Teams	\$30 (for 3 users then \$10 per additional user)	Accessing design templates provided by Wed Society. Lower rates are available for annual prepayment.
Slack Pro	\$17.50 (for 2 users, then \$8.75 per additional user)	Messaging communication tool
Later	\$45.00 per month	Social media scheduling software. Lower rates are available for annual prepayment.
Fireflies.ai	\$36.00 (then \$18.00 per additional user)	AI tool for recording meetings and creating more effective sales meetings
Stripe Connect	\$0.00 (platform typically charges 2.9% + 30 cents per transaction but may vary based on transaction method).	Payment processing software. Add-ons available for advanced reporting and other tools, if desired.
Embed Social / Reviews All Products Plan	\$2.45 per source (member) per month.	Software for managing Google Reviews for advertisers and integrating with website technology.
Supermetrics	\$119.00	Metrics and analytics, insights for reporting to Members.
Loom	\$8.00 per user	Video and screen recording for sales presentations.

We require you to purchase a stable high-speed internet connection, laptop computer, color printer, light ring, and other necessary hardware to run your business efficiently and to help attract, engage, and delight customers while managing your marketing, sales, and customer service efforts. You are also required to utilize our proprietary backend wedding vendor management system that contains information for wedding vendors, subscriptions, analytics, etc. that also powers the public facing website.

We estimate that the hardware and software systems will cost between \$4,750 and \$5,500 to purchase, not including ongoing subscription costs. This includes two MacBook Air laptop computers, a high quality color printer, supplemental light ring for video conferencing. You may also choose to add additional external monitors, enhanced video conferencing capabilities, and other materials to enhance your business operations. You will not have any annual costs for optional or required maintenance.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We may require you to enter into contracts with a third parties for the above software/systems.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

Franchisees are required to pay a design and technology fee equal to 7% of gross sales that covers the continued design and development and enhancements of our tech stack and designs supplied to all franchisees for use in the daily business operation.

We assist in establishing these various software platforms and accounts on behalf of your local franchise territory, which you will maintain, update, and otherwise manage during the term of your Franchise Agreement. We retain the right to access, update, change, or otherwise manage these software platforms and accounts and you must give us independent access to the information that will be generated or stored in these systems. The information that we may access may include but is not limited to sales, customer data, photography, videos, designs and reports. There is no limitation on our right to access or utilize the information stored in these systems. You do not have the right to delete or remove these software platforms and accounts without first allowing us reasonable notice to access, duplicate, and store all data in these accounts.

#### Brand Standards Manual

<b>Manual Section</b>	<b>Number of Pages</b>
Preface & Introduction	35
Establishing My Franchise Business	37
Personnel	48
Administrative Procedures	25
Daily Procedures	21
Selling & Marketing	22
<b>Total Number of Pages</b>	<b>208</b>

#### Training Program

Our training program consists of the following:

#### **TRAINING PROGRAM**

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-The-Job Training</b>	<b>Location</b>
General Overview + Intro to Wed Society	2	-	Our Location, Oklahoma City, OK, Onsite/Online
Business Planning	2	-	Our Location, Oklahoma City, OK, Onsite/Online

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
HubSpot & Software Systems	6	2	Our Location, Oklahoma City, OK, Onsite/Online
Contracts & Forms	2	3	Our Location, Oklahoma City, OK, Onsite/Online
Sales	8	5	Our Location, Oklahoma City, OK, Onsite/Online
Digital Media	4	-	Our Location, Oklahoma City, OK, Onsite/Online
Design & Production	2	-	Our Location, Oklahoma City, OK, Onsite/Online
Compliance & Operations	2	2	Our Location, Oklahoma City, OK, Onsite/Online
Weddings	4	-	Our Location, Oklahoma City, OK, Onsite/Online
Marketing	2	-	Our Location, Oklahoma City, OK, Onsite/Online
Staffing	2	-	Our Location, Oklahoma City, OK, Onsite/Online
<b>TOTALS</b>	36	12	

Training will be held at our offices and business location in Edmond, Oklahoma. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program. After the execution of the Franchise Agreement, you must attend either online or in-person training on-site at our headquarters, as determined by our sole discretion.

The instructional materials consist of the Brand Standards/Operations Manual, checklists, demonstrations, practice, form letters, talking points, testimonials, processes, templates, instructions, video recordings, and guidelines to conduct initial training.

Training classes will be led by our corporate training staff monthly. Asjhley and Kami have experience in the industry dating back to 2007 and experience with our brand since 2023. Ali has experience in the industry since 2019 and experience with our brand since 2023. David has experience in the industry and with our brand since 2023. They have experience in our industry and with us or our affiliates.

There is no fee for the franchisee and additional authorized personnel to attend our initial training. You must pay the travel and living expenses of people attending training.

You must attend training. In the case of an entity, at least one of your principals must attend the entire initial training. We may require additional principals or support staff of a franchisee entity to attend the entire initial training as well. You may send any additional people to training that you want. You and your additional staff must complete training in its entirety prior to opening your business.

We do not currently require additional training programs or refresher courses, but we have the right to do so. We do currently require a payment of \$250 per person, per day for our replacement/additional training fee.

We will hold an Annual Franchise Conference that will be an in-person 3 day event. You are required to pay \$1,500 for the attendance of your first two people and an additional fee of \$250 for additional attendees.

## **Item 12 TERRITORY**

### Your Location

We anticipate that you will manage your business from your home or from a small office setting. Your primary office must be located in your territory.

### Grant of Territory

Your Franchise Agreement will specify an exclusive territory, which will have a minimum of 50 wedding venues. The boundaries of your territory will be specified by zip codes, county or city lines, road boundaries, or some other limit. Continuation of your territorial exclusivity and the size of your territory is not dependent on achieving a certain sales volume, market penetration or any other contingency. We will not modify your territory.

### Relocation; Establishment of Additional Outlets

You may relocate your business headquarters anywhere in your territory.

You do not have the right to establish additional franchised outlets or expand into an additional territory. If you desire to do so, you must (1) meet our then-current criteria for new franchisees, (2) be in compliance with your Franchise Agreement, (3) have demonstrated your capability to operate a multi-territory franchise successfully, and (4) obtain our agreement.

### Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

### Protected Territory

Wed Society Franchise shall not establish, nor license the establishment of, another Wed Society business within your Territory.

### Exceptions to Protected Territory

Wed Society Franchise retains the right to:

- (i) establish and license others to establish and operate Wed Society businesses outside of the Protected Territory;
- (ii) operate and license others to operate businesses anywhere that do not operate under the Wed Society brand name;
- (iii) sell and license others to sell Wed Society Pro products and services in the Protected Territory;
- (iv) sell and license others to sell Wed Society products and services to customers in the Protected Territory through channels of distribution (including the internet) so long as such products and services are not provided through a Wed Society outlet in the Protected Territory, and are different from the products and services provided by Franchisee;
- (iv) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Protected Territory (in Wed Society Franchise's reasonable opinion); and
- (v) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer, or if Wed Society Franchise reasonably believes that Franchisee will not properly serve such customer.

Further, Wed Society Franchise reserves the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks, but only for sales of products or services different from the ones you will offer, or (ii) using trademarks different from the ones you will use, which expressly includes Wed Society Pro. In the circumstances where the Franchise Agreement does not prohibit us from soliciting or accepting orders from inside your territory, we do not pay any compensation to you.

Our online activities may also include an advertising program by which we may promote advertisers on, among other things, our national website, our social media pages, national magazines, books, newsletters or other online or offline products produced by us. We are not obligated to pay compensation to you for soliciting or accepting orders from inside your territory for regional or national advertising.

### Soliciting by You Outside Your Territory

Unless otherwise provided by the Manual, Franchisee shall generally communicate with and solicit advertising sales from businesses located within or known to be doing business in your

Territory, which includes: (i) wedding venues located in your Territory; (ii) other businesses with physical retail storefronts open to the public located within your Territory; (iii) any other business that you reasonably believe to be doing business in your Territory based on review of the business's website, social media pages or other public information; (iv) any business connected to a wedding that occurred in your Territory; and (v) businesses described in the following paragraph with defined limitations;

- (a) Limitations. In order to ensure that the primary focus of your Business is local and so as to not infringe upon the protected rights of any other franchisee in another territory, Franchisee must exercise caution and care when soliciting or accepting sales from the types of businesses listed below. Further, Franchisee has an obligation to notify Wed Society Franchise as described in the Manual if an advertising contract is secured from any of the business types described below:
  - (i) Destination venues, whether located in the domestic US or internationally;
  - (ii) Wedding venues located in areas contiguous to your Territory, unless there is no contiguous Wed Society franchise in operation in that territory; and
  - (iii) Other businesses with physical storefronts in areas contiguous to your Territory, unless there is no contiguous Wed Society franchise in operation in that territory.
  - (iv) Businesses that are not located in the U.S.
- (b) International, National and Regional Advertisers. Wed Society Franchise reserves the sole right to solicit advertising from international, national and regional brands. All international, national or regional advertising leads and any inquiries that may be received by Franchisee shall be forwarded promptly to Wed Society Franchise pursuant to the terms of the Manual. Wed Society Franchise may, at its sole discretion and as prescribed in the Manual (or other written correspondence from time to time), provide an incentive to Franchisees who assist with lead generation, sales or servicing international, national or regional advertisers.
- (c) Policies. In addition to the above provisions of Section 2.4 herein, Wed Society Franchise reserves the right to change or set additional policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee's territory, and Wed Society Franchise may waive or modify such policies in any circumstance as Wed Society Franchise determines. If Franchisee violates the terms of this Section 2.4 or the Manual related to this topic, then in addition to all other rights and remedies Wed Society Franchise may have, Wed Society Franchise may in its discretion (i) require Franchisee to transfer customers improperly solicited to such other franchisee, (ii) require Franchisee to pay such other franchisee 75% of the Gross Sales received from such customer, or (iii) fashion such other remedy as Wed Society Franchise deems appropriate.
- (d) Service. Franchisee shall only serve customers as defined herein and by the terms of the Franchise Agreement and as updated from time to time by the Manual. If Franchisee serves a customer outside of the Territory without Wed Society Franchise's prior written permission, Wed Society Franchise may impose a fee equal to the greater of (i) \$500 or (ii) 75% of the amount paid by such customer.

This fee is a reasonable estimate of Wed Society Franchise's internal cost of personnel time attributable to addressing Franchisee's breach of this Section, and it is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of Wed Society Franchise's other rights and remedies.

(e) Referrals. Wed Society Franchise may set policies binding on all franchisees regarding referral fees (and other terms and conditions) when a customer is referred from one Wed Society business to another. Wed Society Franchise may waive or modify such policies in any circumstance as Wed Society Franchise determines.

#### Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the Franchise Agreement does not prohibit us from doing so. Further, the terms of this Item 12 expressly permits Wed Society Pro, LLC to sell marketing services to customers in your territory.

### **Item 13 TRADEMARKS**

#### Principal Trademark

The following is the principal trademark that we license to you. This trademark is owned by our affiliate, Wed Society, LLC. It is registered on the Principal Register of the United States Patent and Trademark Office. All required affidavits have been filed.

<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
WED SOCIETY	July 30, 2013	4376350
WED SOCIETY	July 30, 2013	4376349
WED SOCIETY	July 30, 2013	4376346

#### Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

#### Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

## Agreements

Wed Society, LLC, our affiliate, owns the trademarks described in this Item. Under a Trademark License Agreement, Wed Society Franchise, LLC has been granted the right to sublicense the trademarks to franchisees throughout the United States. The agreement is of perpetual duration. It may be modified only by mutual consent of the parties. It may be canceled by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of more than one year. The Trademark License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected.

## Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The Franchise Agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The Franchise Agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the Franchise Agreement, then (i) we will defend you (at our expense) against any legal action by a third party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the Franchise Agreement, we may require you to modify or discontinue using a trademark, at your expense.

## Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

## **Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

### Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

### Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained

registrations. This includes our Brand Standards Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The Franchise Agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

#### Proprietary Information

We have a proprietary, confidential Brand Standards Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, photography and imagery, videos, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Brand Standards Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

Customer Data is considered Proprietary Information, and includes all information about Customers that may be collected in connection with their use of your services, including, but not limited to, name, telephone number, address, email address and website. Further, photography and other imagery and videos collected or utilized in the operation of the franchise are considered Proprietary Information. Upon termination of your Franchise Agreement, you must return to us our Operations Manuals, any Proprietary Information, and any Confidential Information. You may never - during the initial term, any renewal term, or after the Franchise Agreement expires or is terminated - reveal any of our Confidential Information to any other person or entity or use it for the benefit of any other person or business.

**Item 15**  
**OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE  
FRANCHISE BUSINESS**

**Your Participation**

You are required to participate personally in the direct operation of your business on a full time basis and must devote substantially all your time and attention to the business.

If you are the sole owner of the business, then you are deemed the “Principal Executive”. If the business is owned through a corporation or limited liability company, you must designate one person as your “Principal Executive”. The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The Principal Executive must own at least 10% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 2 to Exhibit B). Your spouse is not required to sign any documents.

**Restrictions on Your Manager**

If we request, you must have your general manager sign a confidentiality and non-compete agreement. We do not require you to place any other restrictions on your manager.

**Item 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer for sale only goods and services that we have approved in writing.

You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes. We may designate products or services as optional or mandatory.

We do not restrict your access to customers, except that all sales must be made to customers in accordance with the terms defined in Item 12 and the Franchise Agreement.

**Item 17**  
**RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	§ 3.1	7 years from date of Franchise Agreement.
b. Renewal or extension of the term	§ 3.2	For our franchise system, “renewal” means that at the end of your term, you sign our successor Franchise Agreement for an additional term. You may be asked to sign a contract with materially different terms and conditions than your original contract.
c. Requirements for franchisee to renew or extend	§ 3.2	<p>To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; conform your business to then-current standards for new franchisees; sign then-current form of Franchise Agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law).</p> <p>If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for an additional term.</p>
d. Termination by franchisee	§ 14.1	If we violate a material provision of the Franchise Agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§ 14.2	We may terminate your Franchise Agreement for cause, subject to any applicable notice and cure opportunity.
g. “Cause” defined--curable defaults	§ 14.2	Non-payment by you (10 days to cure); violate Franchise Agreement other than non-curable default (30 days to cure).
h. “Cause” defined--non-curable defaults	§ 14.2	Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our audit

Provision	Section in franchise or other agreement	Summary
		or evaluation; cease operations for more than 15 consecutive days; three defaults in 12 months; cross-termination; charge or conviction of, or plea to, a felony, commit or be accused of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of Franchise Agreement which by its nature cannot be cured.
i. Franchisee's obligations on termination/non-renewal	§§ 14.3 – 14.6	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	§ 15.1	Unlimited
k. "Transfer" by franchisee - defined	Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the Franchise Agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	§ 15.2	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	§ 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current Franchise Agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; business complies with then-current system specifications.
n. Franchisor's right of first refusal to acquire franchisee's business	§ 15.5	If you want to transfer your business (other than to your co-owner or to your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	Not Applicable	

Provision	Section in franchise or other agreement	Summary
p. Death or disability of franchisee	§§ 2.4, 15.4	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months.
q. Non-competition covenants during the term of the franchise	§ 13.2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	§ 13.2	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor operating in your former territory or the territory of any other Wed Society business operating on the date of termination.
s. Modification of the agreement	§ 18.4	No modification or amendment of the Franchise Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	§ 18.3	Only the terms of the Franchise Agreement and other written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. However, no claim made in any Franchise Agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	§§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, Edmond, Oklahoma) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and

<b>Provision</b>	<b>Section in franchise or other agreement</b>	<b>Summary</b>
		county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 18.8	Oklahoma (subject to applicable state law)

**Item 18**  
**PUBLIC FIGURES**

We have not paid any compensation or other benefits to a public figure to promote or endorse our franchise.

**Item 19**  
**FINANCIAL PERFORMANCE REPRESENTATIONS**

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

## Financial Results

The following chart contains the May 19, 2024 to December 31st, 2024 average financial performance information for newly opened markets. No units were open and operating before May 19, 2024, which is why this date was chosen for this disclosure.

<b>Table One</b>					
<b>Paying Members By Week of Operation For New Markets</b>					
Reporting Period: May 19, 2024 to December 31, 2024.					
Week	Markets Represented	Minimum	Average	Median	Highest
1	8	0	3	4	5
2	8	2	4	4	7
3	8	2	7	6	11
4	8	2	8	8	15
5	7	5	10	11	15
6	7	5	12	12	17
7	7	5	13	15	22
8	7	7	15	16	24
9	7	7	16	16	24
10	7	7	17	16	25
11	7	7	17	16	25
12	7	7	18	16	27
13	7	8	19	17	28
14	7	8	20	18	30
15	7	9	22	18	32
16	7	9	23	20	33
17	4	21	30	31	35
18	4	22	31	33	36
19	4	24	32	34	37
20	4	26	33	35	38
21	4	27	35	36	41
22	4	27	35	36	42
23	4	28	36	36	44
24	4	30	38	37	46
25	4	32	40	39	48
26	4	35	41	40	49

This chart includes cumulative weekly performance data for all new markets opened between May 19, 2024 and December 31, 2024. Total Paying Members includes only

cash memberships and excludes trade or in-kind members. Not all markets operated for all weeks due to timing of their specific grand opening.

<b>Table Two</b>					
<b>Cash Collected By Week of Operation For New Markets</b>					
Reporting Period: May 19, 2024 to December 31, 2024					
Week	Markets Represented	Minimum	Average	Median	Highest
1	8	\$0	\$2,068	\$1,500	\$7,665
2	8	\$678	\$2,514	\$1,614	\$8,288
3	8	\$921	\$4,072	\$3,945	\$8,926
4	8	\$1,071	\$5,016	\$5,431	\$8,926
5	7	\$3,840	\$6,983	\$7,178	\$9,884
6	7	\$4,705	\$7,705	\$7,378	\$11,258
7	7	\$5,305	\$10,136	\$9,445	\$21,295
8	7	\$6,673	\$12,290	\$11,735	\$22,140
9	7	\$6,879	\$13,426	\$12,308	\$22,950
10	7	\$6,991	\$15,063	\$15,385	\$24,082
11	7	\$7,331	\$16,130	\$15,802	\$25,155
12	7	\$7,331	\$17,845	\$18,147	\$26,103
13	7	\$7,743	\$19,406	\$19,101	\$27,362
14	7	\$7,743	\$20,757	\$22,254	\$29,271
15	7	\$8,645	\$22,201	\$23,387	\$31,730
16	7	\$8,645	\$24,335	\$25,990	\$32,318
17	4	\$24,262	\$29,118	\$29,918	\$32,376
18	4	\$25,475	\$32,417	\$34,137	\$35,916
19	4	\$25,868	\$33,947	\$36,184	\$37,550
20	4	\$28,181	\$36,522	\$37,736	\$42,436
21	4	\$30,855	\$38,578	\$39,799	\$43,858
22	4	\$31,321	\$40,175	\$41,436	\$46,508
23	4	\$32,536	\$42,212	\$43,232	\$49,847
24	4	\$34,026	\$44,108	\$45,113	\$52,180
25	4	\$36,248	\$46,910	\$48,450	\$54,492
26	4	\$39,354	\$48,406	\$49,242	\$55,788

This chart includes cumulative weekly performance data for all new markets opened between May 19, 2024 and December 31, 2024. Cash collected is determined by our payment processing system. Not all markets operated for all weeks due to the timing of their specific grand opening.

<b>Table Three</b>					
<b>Total Value Under Contract By Week Of Operation For New Markets</b>					
Reporting Period: May 19, 2024 to December 31, 2024					
Week	Markets Represented	Minimum	Average	Median	Highest
1	8	\$0	\$12,860	\$13,365	\$22,362
2	8	\$8,594	\$18,023	\$15,832	\$34,366
3	8	\$8,594	\$27,776	\$28,111	\$53,556
4	8	\$8,594	\$36,488	\$39,758	\$81,928
5	7	\$15,062	\$43,581	\$45,983	\$81,928
6	7	\$15,062	\$47,832	\$47,261	\$89,127
7	7	\$15,062	\$54,944	\$50,244	\$111,218
8	7	\$21,338	\$61,228	\$55,482	\$115,703
9	7	\$21,338	\$64,077	\$55,482	\$115,703
10	7	\$21,338	\$69,377	\$55,482	\$121,068
11	7	\$21,338	\$71,596	\$57,851	\$121,068
12	7	\$21,338	\$76,166	\$70,931	\$129,406
13	7	\$23,288	\$80,988	\$70,931	\$137,955
14	7	\$23,288	\$86,611	\$73,541	\$144,011
15	7	\$24,638	\$90,171	\$82,406	\$152,862
16	7	\$24,638	\$93,472	\$82,406	\$158,487
17	4	\$69,352	\$124,342	\$129,204	\$169,610
18	4	\$73,204	\$129,011	\$135,710	\$171,420
19	4	\$83,142	\$135,314	\$139,914	\$178,288
20	4	\$89,217	\$139,411	\$143,555	\$181,317
21	4	\$91,172	\$149,755	\$154,598	\$198,652
22	4	\$91,172	\$151,225	\$154,598	\$204,532
23	4	\$92,477	\$153,673	\$154,598	\$213,017
24	4	\$107,177	\$160,419	\$156,293	\$221,915
25	4	\$118,985	\$171,734	\$166,608	\$234,734
26	4	\$123,087	\$173,769	\$167,058	\$237,872

This chart includes cumulative weekly performance data for all new markets opened between May 19, 2024 and December 31, 2024. Total Value Under Contract is the total value of all contracts signed by members. Due to early terminations, not all contract values are realized. Not all markets operated for all weeks due to timing of their specific grand opening.

The following charts contains the January 1<sup>st</sup>, 2023 to December 31<sup>st</sup>, 2023 and January 1<sup>st</sup>, 2024 to December 31<sup>st</sup>, 2024 average financial performance information for mature markets, those markets operating for at least three years as of December 31, 2024. We do not currently have any units that were in operation between 12 and 35 months.

<b>Table Four: Gross Revenue Collected By Mature Markets</b>		
Reporting Period: January 1, 2023 to December 31, 2023 and January 1, 2024 to December 31, 2024		
Market	Total Revenue Collected	Total Revenue Collected
	2023	2024
North Texas	\$821,592	\$830,130
Oklahoma	\$798,212	\$940,251
Austin	\$656,040	\$618,802
Houston	\$448,780	\$512,941
Average	\$681,156	\$725,531
Median	\$727,126	\$724,466

Figures represent the results of mature markets, defined as those open and operating for more than 36 months as of December 31, 2024. Of the four locations, two (50%) exceeded the average of \$681,156 in total revenue in 2023 and two locations (50%) exceeded the average of \$725,531 in total revenue in 2024.

<b>Table Five: Paying Advertising Member (“Advertiser”) For Mature Markets</b>		
Reporting Period: January 1, 2023 to December 31, 2023 and January 1, 2024 to December 31, 2024		
Market	2023	2024
	Total Advertisers	Total Advertisers
North Texas	226	313
Oklahoma	254	269
Austin	249	275
Houston	183	217
Average	228	269
Median	238	272

Total advertisers defined a count of all advertising members with a paying contract in effect at any point during the period. This does include customers who purchased a Book of Weddings or members who were involved in trades. Not all advertisers had contracts during the entirety of the period.

Notes:

1. The foregoing information shows historical financial performance and is not a projection of future performance.
2. It is important to note that these Financial Representations do not include any operating costs to manage, execute and run the business. In order for you to determine Net Income, you would need to account for these expenses such as advertising, labor, insurance, rent and other costs associated with the business model.
3. **Some outlets have sold these amounts. Your individual results may differ. There is no assurance that you'll sell as much.**
4. Written substantiation of the information contained in this Item 19 will be made available to prospective franchisees upon reasonable request.

Other than the preceding financial performance representation, Wed Society Franchise, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Ashley Bowen Murphy and Kami Huddleston, 14013 N. Eastern Ave., Edmond, OK 73013, and 405-607-2902, the Federal Trade Commission, and the appropriate state regulatory agencies.

## **Item 20 OUTLETS AND FRANCHISEE INFORMATION**

**Table 1  
Systemwide Outlet Summary  
For Years 2022 to 2024**

<b>Column 1 Outlet Type</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at the Start of the Year</b>	<b>Column 4 Outlets at the End of the Year</b>	<b>Column 5 Net Change</b>
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	12	+12
Company-Owned	2022	4	4	0
	2023	4	4	0
	2024	4	0	-4

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Total Outlets	2022	4	4	0
	2023	4	4	0
	2024	4	12	+8

**Table 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For Years 2022 to 2024**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
None	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

**Table 3**  
**Status of Franchised Outlets**  
**For Years 2022 to 2024**

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi- Nations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Opera- tions – Other Reasons	Column 9 Outlets at End of the Year
Alabama	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Delaware	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Florida	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Indiana	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi- Nations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Opera- tions – Other Reasons	Column 9 Outlets at End of the Year
	2024	0	1	0	0	0	0	1
Iowa	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Oklahoma	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Tennessee	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Texas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	4	0	0	0	0	4
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	12	0	0	0	0	12

**Table 4**  
**Status of Company-Owned Outlets**  
**For Years 2022 to 2024**

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquire d from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Oklahoma	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	1	0
Texas	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	3	0
Totals	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquire d from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
	2024	4	0	0	0	4	0

**Table 5**  
**Projected Openings As Of December 31, 2024**

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
Colorado	1	1	0
North Carolina	1	1	0
Texas	1	1	0
Totals	3	3	0

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with our franchise system. 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.

List of Current Franchisees

The following is a list of the current franchisees who as of the end of our last fiscal year were open and operating in our system:

Location Title	Business Entity/Individual	Business Address	Contact Person	Phone	Email
Oklahoma	Wedlink OK, LLC	14013 N Eastern Ave	Ashley Murphy	405-630- 0848	ashley@wedsociety.com
North Texas	Wed NTX, LLC	14013 N Eastern Ave	Ashley Murphy	405-630- 0848	ashley@wedsociety.com
Austin + Hill Country	Brides of Austin Magazine, LLC	14013 N Eastern Ave	Ashley Murphy	405-630- 0848	ashley@wedsociety.com
Houston	Brides of Houston, LLC	14013 N Eastern Ave	Ashley Murphy	405-630- 0848	ashley@wedsociety.com
San Antonio	Justice Kinley and Erin Bradley	2400 McCullough Ave #12038 San Antonio, TX 78212	Justice Kinley	512-373- 5406	justice.kinley@wedsociety.com

Tampa St. Pete	Heather Bass	3660 E. Bay Drive 1314	Heather Bass	805-791-0475	heather.bass@wedsociety.com
Nashville	Amanda Surgener	325 McLaren Place	Amanda Surgener	615-838-3774	amanda.surgener@wedsociety.com
Iowa	Kerri Ackerman	716 Monticello Drive	Kerri Ackerman	815-451-8459	kerri.ackerman@wedsociety.com
Indianapolis	Danielle and Ty Rose	3555 Evergreen Way	Danielle Rose	309-235-3066	Danielle.rose@wedsociety.com
Miami	Scott Sorochak and Cara Neff	401 Ocean Drive #1009	Scott Sorochak	650-743-7266	scott.sorochak@wedsociety.com
Birmingham + Central Alabama	Lisa DeAraujo	200 Hawthorn Street	Lisa DeAraujo	205-229-6338	lisa.dearaajo@wedsociety.com
Delaware	Step Two Studios LLC 401(k) Plan	748 Stanford White Way	Michelle Sheppard	856-524-6207	micelle.sheppard@wedsociety.com

The following is a list of the current franchisees who had signed franchise agreements as of the end of our last fiscal year but are not yet open:

Location Title	Business Entity/Individual	Business Address	Contact Person	Phone	Email
Greater Raleigh Area	Amy Marshall	368 Brodie Rose Landing Way	Amy Marshall	703-655-1795	amy_marshall@wedsociety.com
Greater Denver Area	Kim Ingino	11755 Center Dr	Kim Ingino	303-718-0686	kim.ingino@wedsociety.com
El Paso + Mesilla Valley	Maxine Valencia	380 Emerald Park Dr	Maxine Valencia	512-909-2630	maxine_valencia@wedsociety.com

#### List of Terminated Franchisees

The following is a list of the franchisees who have had an unit terminated, cancelled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with Franchisor within 10 weeks of the application date:

None.

#### List of Units for Sale

The following is a list of the franchised units now under Franchisor control that Franchisor is selling:

None.

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

**Item 21  
FINANCIAL STATEMENTS**

**We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission.** Exhibit C contains our unaudited balance sheet as of 4/30/2025, our audited financial statements dated 12/31/2024, and our audited balance sheet dated 12/31/2023. Our fiscal year end is December 31.

**Item 22  
CONTRACTS**

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Franchise Agreement (with State Addenda to Agreements, Guaranty and Non-Compete Agreement, and Form of General Release)

**Item 23  
RECEIPTS**

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

## EXHIBIT A

### CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

**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 Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, 14-days prior to the execution of an agreement or the solicitation of a proposed material modification of an existing agreement.

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

Our website, [www.wedsociety.com](http://www.wedsociety.com), has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at [www.dfpic.ca.gov](http://www.dfpic.ca.gov).

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

All the owners of the franchise will be required to execute personal guarantees. This requirement places the marital assets of the spouses domiciled in community property states – AZ, CA, ID, LA, NV, NM, TX, WA and WI – at risk if your franchise fails.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

Neither franchisor nor any person or franchise broker in Item 2 of this 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.

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

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

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

The Franchise Agreement requires mediation. The mediation will occur in Oklahoma City, OK, with the costs being borne equally by Franchisor and Franchisee. 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 Procedure Section 1281, and the Federal Mediation Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of Oklahoma. This provision may not be enforceable under California law.

## **HAWAII ADDENDUM TO DISCLOSURE DOCUMENT**

In the State of Hawaii only, this Disclosure Document is amended as follows:

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

Registered agent in the state authorized to receive service of process:

Commissioner of Securities  
335 Merchant Street  
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: \_\_\_\_\_
2. A proposed registration or filing is or will be shortly on file in the following states:  
\_\_\_\_\_
3. No states have refused, by order or otherwise to register these franchises.
4. No states have revoked or suspended the right to offer these franchises.
5. The proposed registration of these franchises has not been withdrawn in any state.

## **ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the “Act”), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

## **MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT**

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

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 5:

Based upon the franchisor's financial condition, The Maryland Securities commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

The following is added to Item 17:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability 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.

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

**(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY  
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

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 franchisee 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 protection 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 provision 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 franchise 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.
- (g) A provision which permits a franchisor to refuse to permit a transfer of 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 transferee 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 sub-franchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General  
G. Mennen Williams Building, 7th Floor  
525 W. Ottawa Street  
Lansing, Michigan 48909  
Telephone Number: (517) 373 7117

## **MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT**

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

**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.**

## NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

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

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

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

With the exception of what is stated above, the following applies 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. Franchise Questionnaires and Acknowledgements--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.

7. Receipts--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.

## NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.
2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.
7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.
8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

## **OHIO ADDENDUM TO DISCLOSURE DOCUMENT**

In the State of Ohio only, this Disclosure Document is amended by adding the following two cover pages to this Disclosure Document:

### **READ THIS DISCLOSURE DOCUMENT CAREFULLY**

**The state of Ohio has not reviewed and does not approve, recommend, endorse, or sponsor this or any franchise. If you have any questions about this franchise, the information contained in this disclosure document should be reviewed with an attorney or financial advisor before you sign any agreement.**

**The following disclosure document contains the disclosures required by Ohio law.**

In the State of Ohio only, this Disclosure Document is further amended as follows:

The following is added to Item 19:

#### **CAUTION**

**Some business opportunity plans have earned this amount. There is no assurance you will do as well. If you rely upon our figures, you must accept the risk of not doing as well.**

## **RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT**

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

## VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

**Estimated Initial Investment.** The franchise will be required to make an estimated initial investment ranging from \$97,750 to \$120,950. This amount exceeds the franchisor's stockholder's equity as of December 31, 2024, which is \$67,457.

The following is added to Item 5:

Based upon the franchisor's financial condition, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

The following statements are added to Item 17(h):

Under 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 do 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.

Under 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 him under 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 the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

## **WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT**

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

**EXHIBIT B**

# wed society<sup>®</sup>

## **Franchise Agreement**

<b>SUMMARY PAGE</b>	
<b>Franchisee Business Entity</b>	
<b>Initial Franchise Fee</b>	\$
<b>Franchisee's Address</b>	
<b>Territory</b>	
<b>Opening Deadline</b>	
<b>Principal Executive</b>	

This Agreement is made between Wed Society Franchise, LLC, An Oklahoma Limited Liability Company (“Wed Society Franchise”), and Franchisee effective as of the date signed by Wed Society Franchise (the “Effective Date”).

### **Background Statement:**

A. Wed Society Franchise and its affiliates, Wed Society, LLC, Wed Link Media, Brides of Houston, LLC, Brides of Austin Magazine, LLC and Just Two Publishing, LLC, have created and own a system (the “System”) for developing and operating a business that sells digital and print advertising to wedding vendors and publishes weddings to online and social mediums, in addition to producing an annual print publication. Your business will also host events for the wedding industry twice annually. Wed Society helps engaged couples simplify their planning and

source the right wedding vendors for their special day, while also helping vendors grow their business by reaching their target audience with precision, under the trade name “Wed Society”.

B. The System includes (1) methods, procedures, and standards for developing and operating a Wed Society business, (2) particular products and services, (3) the Marks, (4) training programs, (5) business knowledge, (6) marketing plans and concepts, and (7) other mandatory or optional elements as determined by Wed Society Franchise from time to time.

C. Wed Society, LLC, our affiliate, owns the Wed Society trademarks. Under a Trademark License Agreement, Wed Society Franchise has been granted the right to sublicense the trademarks to franchisees throughout the United States. The parties desire that Wed Society Franchise license the Marks and the System to Franchisee for Franchisee to develop and operate a Wed Society business on the terms and conditions of this Agreement.

## **ARTICLE 1. DEFINITIONS**

**“Action”** means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

**“Approved Vendor”** means a supplier, vendor, or distributor of Inputs which has been approved by Wed Society Franchise.

**“Business”** means the Wed Society business owned by Franchisee and operated under this Agreement.

**“Competitor”** means any business which offers advertising for weddings and wedding services or products, but expressly excludes Wed Society Pro, LLC.

**“Confidential Information”** means all non-public information of or about the System, Wed Society Franchise, and any Wed Society business, including all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, photos and videos, operating procedures, customer data, information and know-how.

**“Gross Sales”** means the total dollar amount collected of all sales through the Business for a given period, including but not limited to payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to or uncollected amounts from customers, (ii) sales taxes collected, (iii) revenue from regional or national ad sales not directly generated by Franchisee (iv) sales of used equipment not in the ordinary course of business, or (v) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

**“Input”** means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

**“Location”** means the location stated on the Summary Page.

**“Losses”** includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys’ fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Wed Society Franchise’s reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

**“Manual”** means Wed Society Franchise’s confidential Brand Standards Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

**“Brand Fund”** means the fund established (or which may be established) by Wed Society Franchise into which Brand Fund Contributions are deposited.

**“Marks”** means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by Wed Society Franchise from time to time for use in a Wed Society business.

**“Owner”** means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then “Owner” means Franchisee.

**“Required Vendor”** means a supplier, vendor, or distributor of Inputs which Wed Society Franchise requires franchisees to use.

**“System Standards”** means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by Wed Society Franchise, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design, equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

**“Territory”** means the territory stated on the Summary Page.

**“Transfer”** means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

## **ARTICLE 2. GRANT OF LICENSE**

**2.1    Grant.** Wed Society Franchise grants to Franchisee the right to operate a Wed Society business in the Territory as defined on the Summary Page in this Agreement. Franchisee shall

develop, open and operate a Wed Society business in the Territory for the entire term of this Agreement.

## **2.2 Protected Territory.**

(a) Protected Territory. Wed Society Franchise shall not establish, nor license the establishment of, another Wed Society business within your Territory.

(b) Exceptions to Protected Territory. Notwithstanding Section 2.2(a), Wed Society Franchise retains the right to:

(i) establish and license others to establish and operate Wed Society businesses outside of the Protected Territory;

(ii) operate and license others to operate businesses anywhere that do not operate under the Wed Society brand name;

(iii) sell and license others to sell Wed Society Pro products and services in the Protected Territory;

(iv) sell and license others to sell Wed Society products and services to customers in the Protected Territory through channels of distribution (including the internet) so long as such products and services are not provided through a Wed Society outlet in the Protected Territory, and are different from the products and services provided by Franchisee;

(iv) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Protected Territory (in Wed Society Franchise's reasonable opinion);

(v) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer, or if Wed Society Franchise reasonably believes that Franchisee will not properly serve such customer;

(vi) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer, or if Wed Society Franchise reasonably believes that Franchisee will not properly serve such customer; and

(vii) sell ancillary products produced by Wed Society or Wed Society affiliates, including digital advertising designs, directly to customers inside your protected territory.

(c) Wed Society Pro, LLC. Franchisee acknowledges that Wed Society Pro is an affiliate of franchisor and understands that it will offer marketing services to wedding vendors in your Territory as set forth in Section 2.2(b)(iii). Such services include but are not limited to website design, branding, design of marketing collateral, social media support, email marketing, among other digital marketing services. You understand that Wed Society shares its data with Wed Society Pro to the extent permitted by law and as described in Section 11.5.

Wed Society Pro may, at its sole discretion and as prescribed in the Manual (or other written correspondence from time to time), provide an incentive to Franchisees who support or otherwise assist with selling Wed Society Pro products and services to customers.

**2.3 Local Focus of Business.** Franchisee understands that the primary focus of its Business is to (i) publish weddings that occurred at venues or other locations in the Territory; and (ii) to solicit advertising/memberships from businesses located within the Territory as described in Section 2.4. Unless otherwise approved in writing or by the Manual, all content published to online, social and print mediums should predominantly feature weddings that occurred in the Territory in addition to showcasing the products and services of businesses located within the Territory.

**2.4 Solicitation of Businesses for Advertising.** Unless otherwise provided by the Manual, Franchisee shall generally communicate with and solicit advertising sales from businesses located within or known to be doing business in your Territory, which includes: (i) wedding venues located in your Territory; (ii) other businesses with physical storefronts located within your Territory; (iii) any other business that you reasonably believe to be doing business in your Territory based on review of the business's website, social media pages or other public information; and (iv) any business connected to a wedding that occurred in your Territory.

**2.5 Solicitation by You Outside Your Territory.** Unless otherwise provided by the Manual, Franchisee shall generally communicate with and solicit advertising sales from businesses located within or known to be doing business in Franchisee's Territory, which includes: (i) wedding venues located in Franchisee's Territory; (ii) other businesses with physical storefronts located within Franchisee's Territory; (iii) any other business that Franchisee reasonably believe to be doing business in Franchisee's Territory based on review of the business's website, social media pages or other public information; (iv) any business connected to a wedding that occurred in Franchisee's Territory; and (v) businesses described in the following paragraph with defined limitations;

(a) **Limitations.** In order to ensure that the primary focus of Franchisee's Business is local and so as to not infringe upon the protected rights of any other franchisee in another territory, Franchisee must exercise caution and care when soliciting or accepting sales from the types of businesses listed below. Further, Franchisee has an obligation to notify Wed Society Franchise as described in the Manual if an advertising contract is secured from any of the business types described below:

- (i) Destination venues, whether located in the domestic US or internationally;
- (ii) Wedding venues located in areas contiguous to your Territory, unless there is no contiguous Wed Society franchise in operation in that territory; and
- (iii) Other businesses with physical storefronts in areas contiguous to Franchisee's Territory, unless there is no contiguous Wed Society franchise in operation in that territory.
- (iv) Businesses that are not located in the U.S.

(b) **International, National and Regional Advertisers.** Wed Society Franchise reserves the sole right to solicit advertising from international, national and regional brands. All international, national or regional advertising leads and any inquiries that may be received by Franchisee shall be forwarded promptly to Wed Society Franchise

pursuant to the terms of the Manual. Wed Society Franchise may, at its sole discretion and as prescribed in the Manual (or other written correspondence from time to time), provide an incentive to Franchisees who assist with lead generation, sales or servicing international, national or regional advertisers.

- (c) Policies. In addition to the above provisions of Section 2.4 herein, Wed Society Franchise reserves the right to change or set additional policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee's territory, and Wed Society Franchise may waive or modify such policies in any circumstance as Wed Society Franchise determines. If Franchisee violates the terms of this Section 2.4 or the Manual related to this topic, then in addition to all other rights and remedies Wed Society Franchise may have, Wed Society Franchise may in its discretion (i) require Franchisee to transfer customers improperly solicited to such other franchisee, (ii) require Franchisee to pay such other franchisee 75% of the Gross Sales received from such customer, or (iii) fashion such other remedy as Wed Society Franchise deems appropriate.
- (d) Service. Franchisee shall only serve customers as defined herein and by the terms of the Franchise Agreement and as updated from time to time by the Manual. If Franchisee serves a customer outside of the Territory without Wed Society Franchise's prior written permission, Wed Society Franchise may impose a fee equal to the greater of (i) \$500 or (ii) 75% of the amount paid by such customer. This fee is a reasonable estimate of Wed Society Franchise's internal cost of personnel time attributable to addressing Franchisee's breach of this Section, and it is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of Wed Society Franchise's other rights and remedies.
- (e) Referrals. Wed Society Franchise may set policies binding on all franchisees regarding referral fees (and other terms and conditions) when a customer is referred from one Wed Society business to another. Wed Society Franchise may waive or modify such policies in any circumstance as Wed Society Franchise determines.

**2.6 Franchisee Control.** Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify Wed Society Franchise within 10 days.

**2.7 Principal Executive.** Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 10% ownership interest in Franchisee. The Principal Executive must participate in the direct operation of the Business and must devote substantially all your time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to Wed Society Franchise's reasonable approval.

**2.8 Guaranty.** If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to Wed Society Franchise, in the form of Attachment 2.

**2.9 No Conflict.** Franchisee represents to Wed Society Franchise that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

### **ARTICLE 3. TERM**

**3.1 Term.** This Agreement commences on the Effective Date and continues for seven (7) years.

**3.2 Successor Agreement.** When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to 2 additional periods of 5 years each, subject to the following conditions prior to each expiration:

- (i) Franchisee notifies Wed Society Franchise of the election to renew between 90 and 180 days prior to the end of the term;
- (ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Wed Society Franchise (or any of its affiliates) at the time of election and at the time of renewal;
- (iii) Franchisee has made or agrees to make (within a period of time acceptable to Wed Society Franchise) changes to the Business as Wed Society Franchise requires to conform to the then-current System Standards;
- (iv) Franchisee and its Owners execute Wed Society Franchise's then-current standard form of Franchise Agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees and/or increased minimum performance standards), except that (A) Franchisee will not pay another initial franchise fee, (B) Franchisee will not receive more renewal or successor terms than described in this Section, and (C) the Territory may be changed;
- (v) Franchisee and each Owner executes a general release (on Wed Society Franchise's then-standard form) of any and all claims against Wed Society Franchise, its affiliates, and their respective owners, officers, directors, agents and employees.

### **ARTICLE 4. FEES**

**4.1 Initial Franchise Fee.** Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable.

**4.2 Market Introduction Program Fee.** Upon signing this Agreement, Franchisee shall pay a market introduction program fee in the amount stated on the Summary Page. This fee is uniform and is not refundable. These funds will be used by us during the approximately two (2) months prior to commencement of your business as well as during the approximate first four (4) months from commencement of operation of your franchise business to promote your Business. Marketing services provided for the fee may at our discretion include but are not limited to search engine optimization, digital advertising, social media promotion, search engine marketing, and other online and offline promotional efforts on behalf of your Business at our discretion. The program is designed to increase brand recognition, user engagement, user following, and overall impressions on your website and social platforms.

**4.3 Royalty Fee.** Franchisee shall pay Wed Society Franchise a monthly royalty fee (the “Royalty Fee”) equal to 8% of Gross Sales.

**4.4 Design & Technology Fee.** Franchisee shall pay Wed Society Franchise a monthly design and technology fee equal to 7% of Gross Sales, which covers the cost of maintaining and developing our proprietary software stack as well as digital, print, and other design services provided to Franchisee to support the Business.

**4.5 Member Ad Design Revision Fee.** Franchisee shall pay Wed Society Franchise the then current Ad Design Revision Fee, currently set at \$100 per revision requested and created, beyond the initial ad design and first revision. This Fee is mandatory.

#### **4.6 Brand Fund Contribution.**

(a) Brand Fund Contribution. Franchisee shall pay Wed Society Franchise a contribution to the Brand Fund (the “Brand Fund Contribution”) equal to 2% of Franchisee’s Gross Sales (or such lesser amount as Wed Society Franchise determines), at the same time as the Royalty Fee.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Sales (or other amount) determined by the Market Cooperative.

**4.7 Print & Distribution Cost Escrow.** Franchisee shall pay Wed Society Franchise a predetermined amount monthly, typically \$1,500 per month, that represents an estimate of your annual costs for printing and distribution costs. These payments will be collected monthly and held in escrow on your behalf. Actual costs will be determined once per year after printing, shipping, and handling costs associated with your annual Book of Weddings is complete. Any remaining funds in escrow will be refunded, while you will be responsible for any shortage in escrow at the time of printing.

**4.8 Replacement / Additional Training Fee.** If Franchisee sends an employee to Wed Society Franchise’s training program after opening, Wed Society Franchise may charge its then-current training fee. As of the date of this Agreement, the training fee is \$250 per person, per day.

**4.9 Annual Conference Fee.** Franchisee shall pay Wed Society Franchise a \$1,500 fee plus \$250 for each additional Attendee in excess of two attendees for the annual conference. This fee is due 60 days prior to the annual conference date.

**4.10 Non-Compliance Fee.** Wed Society Franchise may charge Franchisee \$500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to Wed Society Franchise) which Franchisee fails to cure after 30 days' notice. Thereafter, Wed Society Franchise may charge Franchisee \$250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of Wed Society Franchise's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of Wed Society Franchise's other rights and remedies (including default and termination under Section 14.2).

**4.11 Reimbursement.** Wed Society Franchise may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If Wed Society Franchise does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to Wed Society Franchise within 15 days after invoice by Wed Society Franchise accompanied by reasonable documentation.

#### **4.12 Payment Terms.**

(a) Method of Payment. Franchisee will process and collect payments for membership subscriptions and advertising products it sells using the payment processing platform prescribed by the Manual. Required Royalty Fees, the Design and Technology Fee and the Brand Fund Contribution Fee are due immediately upon payment processing and may be automatically deducted from Gross Sales of each transaction, and thereafter immediately remitted to Wed Society Franchise on a per transaction basis. In the event the payments of the Royalty Fees, the Design & Technology Fee and the Brand Fund Contribution Fee are not automatically deducted on a per transaction basis, Wed Society Franchise reserves the right to manually charge amounts owed on a set schedule as prescribed by the Manual, generally weekly, by processing amounts due via the payment method required by the Manual. The required printing escrow and any other costs incurred or charges due will be billed on the 15th of each month.

(b) Calculation of Fees. Required Royalty Fees, the Design and Technology Fee and the Brand Contribution Fee are calculated based on Gross Sales generated and are collected as prescribed in Section 4.12(a). Wed Society Franchise will provide Franchisee with an accounting monthly of all fees collected based on total Gross Sales generated and/or fees incurred.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a \$100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. Wed Society Franchise may charge \$30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by Wed Society Franchise (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. Wed Society Franchise may apply any payment received from Franchisee to any obligation and in any order as Wed Society Franchise may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Wed Society Franchise any fees or amounts described in this Agreement are not dependent on Wed Society Franchise's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

**4.13 Member Print Submission Late Fee.** Franchisee shall pay Wed Society Franchise the then current Print Submission Late Fee, currently \$200, for each instance of a member of Franchisee submitting advertising creative or other required materials after the published submission deadline. Franchisee acknowledges that in some instances, members who submit their materials after the published deadline may not be included in the Book of Weddings.

## ARTICLE 5. ASSISTANCE

**5.1 Manual.** Wed Society Franchise shall make its Manual available to Franchisee.

**5.2 Assistance in Hiring Employees.** Wed Society Franchise shall provide its suggested staffing levels to Franchisee. Wed Society Franchise shall provide suggested guidelines for hiring employees. All hiring decisions and conditions of employment are Franchisee's sole responsibility.

**5.3 Assistance in Training Employees.** Wed Society Franchise shall, to the extent it deems appropriate, provide programs for Franchisee to conduct training of new employees.

### 5.4 Pre-Opening Assistance.

(a) Pre-Opening Specifications and Vendors. To the extent not included in the Manual, Wed Society Franchise shall provide Franchisee with (i) applicable System Standards and other specifications as Wed Society Franchise deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (ii) Wed Society Franchise's lists of Approved Vendors and/or Required Vendors.

(b) Pre-Opening Training. Wed Society Franchise shall make available its standard pre-opening training to the Principal Executive and additional authorized personnel, at Wed Society Franchise's headquarters and/or at a Wed Society business designated by Wed Society Franchise. Wed Society Franchise shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. Wed Society Franchise reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(c) Market Introduction Plan. Wed Society Franchise shall administer and execute the Market Introduction Program and shall advise Franchisee regarding the planning and execution of their supplemental marketing efforts.

(d) On-Site Opening Assistance. Wed Society Franchise shall have a representative support Franchisee's business opening with two days of onsite opening training and assistance.

## **5.5 Post-Opening Assistance.**

(a) Advice, Consulting, and Support. If Franchisee requests, Wed Society Franchise will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent Wed Society Franchise deems reasonable. If Wed Society Franchise provides in-person support in response to Franchisee's request, Wed Society Franchise may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, Wed Society Franchise will provide recommended prices for products and services offered by franchisees of the System. Franchisee acknowledges that the System Standards determined by Wed Society Franchise may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law).

(c) Procedures. Wed Society Franchise will provide Franchisee with Wed Society Franchise's recommended administrative, bookkeeping, accounting, and inventory control procedures. Wed Society Franchise may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. Wed Society Franchise shall manage the Brand Fund.

(e) Internet. Wed Society Franchise shall maintain a website and subdomains for Wed Society, which will include Franchisee's location (or territory).

(f) Social & Digital Media. Wed Society Franchise will establish social and digital platforms and accounts on behalf of your Business, which you will maintain, update, and otherwise manage during the term of this Agreement. We retain the right to access, update, change, or otherwise manage these platforms or accounts and retain control of these platforms and accounts if this Agreement is terminated. You do not have the right to delete or remove these accounts or platforms, or to establish new social accounts to which we do not have the right to access, update, change, or otherwise manage.

## **ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING**

**6.1 Location.** Franchisee is solely responsible for selecting the Location. If the Location is not stated on the Summary Page, then Franchisee shall find a suitable Location that meets Wed Society Franchise's System Standards (if any) within the Territory. The Location will typically be operated from a home office space.

**6.2 New Franchisee Training.** Franchisee's Principal Executive must complete Wed Society Franchise's training program for new franchisees to Wed Society Franchise's satisfaction before opening the Business.

**6.3 Conditions to Opening.** Franchisee shall notify Wed Society Franchise at least 30 days before Franchisee intends to open the Business. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Franchisee has hired sufficient employees, (5) Franchisee's officers and employees have completed or are scheduled to complete all of Wed Society Franchise's required pre-opening training; and (6) Wed Society Franchise has given its written approval to open, which will not be unreasonably withheld.

**6.4 Opening Date.** Franchisee shall open the Business on or before the date stated on the Summary Page.

## ARTICLE 7. OPERATIONS

**7.1 Compliance with Manual and System Standards.** Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

**7.2 Compliance with Law.** Franchisee and the Business shall comply with all laws and regulations. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business.

**7.3 Products and Services.** Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by Wed Society Franchise in the Manual or otherwise in writing. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that Wed Society Franchise may require.

**7.4 Prices.** Franchisee acknowledges that the System Standards determined by Wed Society Franchise may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law).

### 7.5 Personnel.

(a) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(b) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(c) Qualifications. Wed Society Franchise may set minimum qualifications for categories of employees employed by Franchisee.

(d) **Sole Responsibility.** Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Wed Society Franchise are not joint employers, and no employee of Franchisee will be an agent or employee of Wed Society Franchise. Within seven days of Wed Society Franchise's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not Wed Society Franchise) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements, and Franchisee will not use the Marks on any of these documents.

**7.6 Post-Opening Training.** Wed Society Franchise may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by Wed Society Franchise. Wed Society Franchise may charge a reasonable fee for any training programs. Wed Society Franchise may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

**7.7 Software.** Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by Wed Society Franchise. Franchisee shall enter into any subscription and support agreements that Wed Society Franchise may require. Franchisee shall upgrade, update, or replace any software from time to time as Wed Society Franchise may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give Wed Society Franchise unlimited access to Franchisee's customer relationship management tools and other software systems used in the Business, by any means designated by Wed Society Franchise.

**7.8 Customer Complaints.** Franchisee shall use its best efforts to promptly resolve any customer complaints. Wed Society Franchise may take any action it deems appropriate to resolve a customer complaint regarding the Business, and Wed Society Franchise may require Franchisee to reimburse Wed Society Franchise for any expenses.

**7.9 Evaluation and Compliance Programs.** Franchisee shall participate at its own expense in programs required from time to time by Wed Society Franchise for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. Wed Society Franchise shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Wed Society Franchise for such programs. Wed Society Franchise may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google).

**7.10 Payment Systems.** Franchisee shall accept payment from customers in any form or manner designated by Wed Society Franchise (which may include, for example, cash, specific credit and/or

debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by Wed Society Franchise. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

**7.11 Vehicles.** If Franchisee uses one or more vehicles for the Business, Franchisee shall ensure that all vehicles comply with all applicable System Standards, including without limitation required equipment and exterior décor. Franchisee shall keep all vehicles in excellent or better condition, clean, and free of dents and other damage, and shall ensure that the vehicles present a first-class image appropriate to Wed Society Franchise's System. Franchisee shall use the vehicle solely for the Business.

**7.12 Meetings.** The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that Wed Society Franchise requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

### **7.13 Insurance.**

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by Wed Society Franchise in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

- (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit;
- (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$500,000; and
- (iii) Workers Compensation coverage as required by state law.

(b) Franchisee's policies (other than Workers Compensation) must (1) list Wed Society Franchise and its affiliates as an additional insured, (2) include a waiver of subrogation in favor of Wed Society Franchise and its affiliates, (3) be primary and non-contributing with any insurance carried by Wed Society Franchise or its affiliates, and (4) stipulate that Wed Society Franchise shall receive 30 days' prior written notice of cancellation.

**7.14 Payments to Third Parties and Government.** Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

**7.15 Public Relations.** Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Wed Society, the Business, or any particular

incident or occurrence related to the Business, without Wed Society Franchise's prior written approval, which will not be unreasonably withheld.

**7.16 Association with Causes.** Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without Wed Society Franchise's prior written approval, which will not be unreasonably withheld.

**7.17 No Other Activity Associated with the Business.** Franchisee shall not use the assets of the Business for any purpose other than the Business. Franchisee shall not "co-brand" or associate any other business activity with the Wed Society Business in a manner which is likely to cause the public to perceive it to be related to the Wed Society Business. If Franchisee is an entity, the entity shall not own or operate any other business except Wed Society businesses.

**7.18 No Third-Party Management.** Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of Wed Society Franchise, which will not be unreasonably withheld.

**7.19 No Subcontracting.** Franchisee shall not subcontract or delegate to a third party any services to be performed by Franchisee for a customer (other than engaging individuals as independent contractors in the ordinary course of business).

**7.20 Identification.** Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Wed Society Franchise.

**7.21 Business Practices.** Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from Wed Society Franchise. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

**7.22 Business Operation Hours.** Your franchise is required at all times to operate the business during normal business hours, which generally consists of traditional full time working hours (e.g. 8am to 5pm) Monday through Friday. Your franchise may close for recognized holidays, in the event of natural disasters, or to attend required training or conferences.

## ARTICLE 8. SUPPLIERS AND VENDORS

**8.1 Generally.** Franchisee shall acquire all Inputs required by Wed Society Franchise from time to time in accordance with System Standards. Wed Society Franchise may require Franchisee to purchase or lease any Inputs from Wed Society Franchise, Wed Society Franchise's designee, Required Vendors, Approved Vendors, and/or under Wed Society Franchise's specifications. Wed Society Franchise may change any such requirement or change the status of any vendor. To make such requirement or change effective, Wed Society Franchise shall issue the appropriate System Standards.

**8.2 Alternate Vendor Approval.** If Wed Society Franchise requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for

approval and any information, specifications and/or samples requested by Wed Society Franchise. Wed Society Franchise may condition its approval on such criteria as Wed Society Franchise deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Wed Society Franchise will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

**8.3 Alternate Input Approval.** If Wed Society Franchise requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Wed Society Franchise. Wed Society Franchise will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

**8.4 Purchasing.** Wed Society Franchise may negotiate prices and terms with vendors on behalf of the System. Wed Society Franchise may receive rebates, payments, or other consideration from vendors in connection with purchases by franchisees. Wed Society Franchise has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor, and to impose a reasonable markup or charge for administering the payment program. Wed Society Franchise may implement a centralized purchasing system. Wed Society Franchise may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Wed Society Franchise may determine.

**8.5 No Liability of Franchisor.** Wed Society Franchise shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

**8.6 Product Recalls.** If Wed Society Franchise or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Wed Society Franchise or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

## ARTICLE 9. MARKETING

**9.1 Marketing and Advertising.** In order to retain the integrity of the brand, Franchisee shall not conduct any marketing, advertising or public relations activities (including websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by Wed Society Franchise. Further, Franchisee shall not market or advertise to potential customers outside of your Territory, except for marketing or advertising which is primarily targeted inside the Territory and which incidentally reaches potential customers outside of the Territory. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, including any social media policy that Wed Society Franchise may prescribe. Franchisee shall implement any marketing plans or campaigns determined by Wed Society Franchise.

**9.2 Approval of Marketing Materials.** Franchisee must conduct all advertising, promotion and marketing in a professional and honest manner, and in accordance with the marketing policies which we prescribe from time to time. You must submit to us samples of all such materials at least 15 days before their intended use. If you do not receive our written approval within 10 days, we will be deemed to have disapproved of the materials. You shall not use any advertising, marketing or promotional plans or materials, which have not been approved in writing by us, and you shall cease to use any plans or materials promptly upon notice by us.

**9.3 Internet.** In addition to our general rights over all advertising, promotion and marketing set forth in Section 9.1, you acknowledge that we have the exclusive right to conduct and manage all marketing on the Internet or other electronic medium, including all websites and social media marketing related to the Wed Society® brand. You shall not conduct such marketing or establish any website or social media presence independently, except as we may specify, and only with our consent. We retain the right to approve any linking to or other use of our website. You must comply with any Internet and social media policy that we may prescribe.

**9.4 Use By Wed Society Franchise.** Wed Society Franchise may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to Wed Society Franchise for such purpose.

**9.5 Brand Fund.** Wed Society Franchise may establish a Brand Fund to promote the System on a local, regional, national, and/or international level. If Wed Society Franchise has established a Brand Fund:

(a) Separate Account. Wed Society Franchise shall hold the Brand Fund Contributions from all franchisees in one or more bank accounts separate from Wed Society Franchise's other accounts.

(b) Use. Wed Society Franchise shall use the Brand Fund only for marketing, advertising, branding and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as Wed Society Franchise reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Brand Fund (including the compensation of Wed Society Franchise's employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Brand Fund).

(c) Discretion. Franchisee agrees that expenditures from the Brand Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Brand Fund will be spent at Wed Society Franchise's sole discretion, and Wed Society Franchise has no fiduciary duty with regard to the Brand Fund.

(d) Contribution by Other Outlets. Wed Society Franchise is not obligated to (i) have all other Wed Society businesses (whether owned by other franchisees or by Wed Society

Franchise or its affiliates) contribute to the Brand Fund, or (ii) have other Wed Society businesses that do contribute to the Brand Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. Wed Society Franchise may accumulate funds in the Brand Fund and carry the balance over to subsequent years. If the Brand Fund operates at a deficit or requires additional funds at any time, Wed Society Franchise may loan such funds to the Brand Fund on reasonable terms.

(f) Financial Statement. Wed Society Franchise will prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of Wed Society Franchise's fiscal year and will provide the financial statement to Franchisee upon request.

**9.6 Market Cooperatives.** Wed Society Franchise may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Territory has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Territory is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. Wed Society Franchise shall not require Franchisee to be a member of more than one Market Cooperative. If Wed Society Franchise establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by Wed Society Franchise. Wed Society Franchise may require the Market Cooperative to adopt bylaws or regulations prepared by Wed Society Franchise. Unless otherwise specified by Wed Society Franchise, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. Wed Society Franchise will be entitled to attend and participate in any meeting of a Market Cooperative. Any Wed Society business owned by Wed Society Franchise in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its Franchise Agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, Wed Society Franchise may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to Wed Society Franchise's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of Wed Society Franchise pursuant to Section 9.1. Wed Society Franchise may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Gross Sales.

(e) Enforcement. Only Wed Society Franchise will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. Wed Society Franchise may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Brand Fund.

**9.7 Required Spending.** It is required that Franchisee spend at least 2% of Gross Sales each quarter on marketing the Business. Wed Society Franchise reserves the right to require up to 5% of Gross Sales each quarter be spent on marketing the business. If required, upon request of Wed Society Franchise, Franchisee shall furnish proof of its compliance with this Section. Wed Society Franchise has the sole discretion to determine what activities constitute “marketing” under this Section. Wed Society Franchise may, in its discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee’s required spending under this Section.

**9.8 Market Introduction Plan.** Franchisee acknowledges that Wed Society Franchise will administer a Market Introduction Plan on behalf of Franchisee and that the Market Introduction Fee will be utilized to pay for various promotional efforts. Franchisee may develop a market introduction plan and obtain Wed Society Franchise’s approval of the market introduction plan at least 30 days before the projected opening date of the Business.

## ARTICLE 10. RECORDS AND REPORTS

**10.1 Systems.** Franchisee shall use such customer data management, sales data management, social media management, administrative, bookkeeping, accounting, and inventory control procedures and systems as Wed Society Franchise may specify in the Manual or otherwise in writing.

### 10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as Wed Society Franchise may require in the Manual or otherwise in writing, including:

- (i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;
- (ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of Wed Society Franchise’s fiscal year; and
- (iii) any information Wed Society Franchise requests in order to prepare a financial performance representation for Wed Society Franchise’s franchise disclosure document.

(b) Legal Actions and Investigations. Franchisee shall promptly notify Wed Society Franchise of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Wed Society Franchise may request.

(c) Government Inspections. Franchisee shall give Wed Society Franchise copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to Wed Society Franchise such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Wed Society Franchise may reasonably request.

**10.3 Initial Investment Report.** Within 120 days after opening for business, Franchisee shall submit to Wed Society Franchise a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of Wed Society Franchise's Franchise Disclosure Document and with such other information as Wed Society Franchise may request.

**10.4 Business Records.** Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, canceled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as Wed Society Franchise may specify in the Manual or otherwise in writing.

**10.5 Records Audit.** Wed Society Franchise may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. Wed Society Franchise may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Wed Society Franchise. Franchisee shall also reimburse Wed Society Franchise for all costs and expenses of the examination or audit if (i) Wed Society Franchise conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any month.

## ARTICLE 11. FRANCHISOR RIGHTS

**11.1 Manual; Modification.** The Manual, and any part of the Manual, may be in any form or media determined by Wed Society Franchise. Wed Society Franchise may supplement, revise, or modify the Manual, and Wed Society Franchise may change, add or delete System Standards at any time in its discretion. Wed Society Franchise may inform Franchisee thereof by any method that Wed Society Franchise deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, Wed Society Franchise's master copy will control.

**11.2 Business Evaluation.** Wed Society Franchise may accompany Franchisee or its personnel on any services performed for a customer, whether in person or virtual, to conduct an evaluation. If the Location will be open to the public or used for meeting customers or potential customers, Wed Society Franchise may enter the premises of the Business from time to time during normal business hours and conduct an evaluation. Franchisee shall cooperate with Wed Society Franchise's evaluators. The evaluation may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. Wed Society Franchise may videotape and/or take photographs of the evaluation. Wed Society Franchise may set a minimum score requirement for evaluations, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting Wed Society Franchise's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an evaluation. If Wed Society Franchise conducts an evaluation because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed evaluation), then Wed Society Franchise may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee.

**11.3 Wed Society Franchise's Right to Cure.** If Franchisee breaches or defaults under any provision of this Agreement, Wed Society Franchise may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse Wed Society Franchise for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

**11.4 Right to Discontinue Supplies Upon Default.** While Franchisee is in default or breach of this Agreement, Wed Society Franchise may (i) require that Franchisee pay cash on delivery for products or services supplied by Wed Society Franchise, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by Wed Society Franchise shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Wed Society Franchise are in addition to any other right or remedy available to Wed Society Franchise.

**11.5 Business Data.** All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by Wed Society Franchise. Wed Society Franchise hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement. Wed Society Franchise may share this data with its affiliates, including Wed Society Pro, LLC, to the extent permitted by law.

**11.6 Innovations.** Franchisee shall disclose to Wed Society Franchise all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors. Wed Society Franchise will automatically own all Innovations and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by Wed Society Franchise to document Wed Society Franchise's ownership of Innovations.

**11.7 Communication Systems.** If Wed Society Franchise provides email or social or digital accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned accounts and other communications systems, and Franchisee authorizes Wed Society Franchise to access such communications.

**11.8 Delegation.** Wed Society Franchise may delegate any duty or obligation of Wed Society Franchise under this Agreement to an affiliate or to a third party.

**11.9 System Variations.** Wed Society Franchise may vary or waive any System Standard for any one or more Wed Society franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

**11.10 Temporary Public Safety Closure.** If Wed Society Franchise discovers or becomes aware of any aspect of the Business which, in Wed Society Franchise's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon Wed Society Franchise's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. Wed Society Franchise shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

## ARTICLE 12. MARKS

**12.1 Authorized Marks.** Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by Wed Society Franchise, and only in the manner as Wed Society Franchise may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of Wed Society Franchise and Wed Society, LLC.

**12.2 Change of Marks.** Wed Society Franchise may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Wed Society Franchise makes any such change, Franchisee must comply with the change, at Franchisee's expense.

### 12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) Wed Society Franchise shall defend Franchisee (at Wed Society Franchise's expense) against any Action by a third party alleging infringement by Franchisee's use of a Mark, and (ii) Wed Society Franchise will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify Wed Society Franchise if Franchisee becomes aware of any possible infringement of a Mark by a third party. Wed Society Franchise may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. Wed Society Franchise and Wed Society, LLC shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

**12.4 Name.** If Franchisee is an entity, it shall not use the words “Wed Society” or any confusingly similar words in its legal name.

## ARTICLE 13. COVENANTS

**13.1 Confidential Information.** With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by Wed Society Franchise for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by Wed Society Franchise, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Wed Society Franchise (except for Confidential Information which Wed Society Franchise licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

### 13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the “Restricted Parties”) shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor operating in any of Franchisee’s Territory or the territory of any other Wed Society business operating on the date of termination or transfer, as applicable.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Wed Society Franchise. Franchisee agrees that the existence of any claim it may have against Wed Society Franchise shall not constitute a defense to the enforcement by Wed Society Franchise of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

**13.3 General Manager and Key Employees.** If requested by Wed Society Franchise, Franchisee will cause its general manager and other key employees to sign Wed Society

Franchise's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

## **ARTICLE 14. DEFAULT AND TERMINATION**

**14.1 Termination by Franchisee.** Franchisee may terminate this Agreement only if Wed Society Franchise violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after Wed Society Franchise receives written notice of termination.

**14.2 Minimum Performance Standards.** Franchisee is required to meet minimum performance standards by generating minimum revenue production requirements on a quarterly basis. These minimum performance standards do not represent goals or desired performance; rather, they are, but the required minimum performance standards of a franchise.

Failing to meet these minimum performance standards for two consecutive calendar quarters may result in termination of your franchise agreement.

“Minimum revenue production” for purposes of these minimum performance standards is defined as the total dollars collected from advertising members.

If in operation for more than 12 months, Franchisee must meet a minimum revenue production of \$25,000 per calendar quarter.

If in operation for more than 24 months, Franchisee must meet a minimum revenue production of \$50,000 per calendar quarter.

If in operation for more than 36 months, Franchisee must meet a minimum revenue production of \$60,000 per calendar quarter.

### **14.3 Termination by Wed Society Franchise.**

(a) Subject to 10-Day Cure Period. Wed Society Franchise may terminate this Agreement if Franchisee does not make any payment to Wed Society Franchise when due, or if Franchisee does not have sufficient funds in its account when Wed Society Franchise attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after Wed Society Franchise gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to Wed Society Franchise's satisfaction within 30 days after Wed Society Franchise gives notice to Franchisee of such breach, then Wed Society Franchise may terminate this Agreement.

(c) Without Cure Period. Wed Society Franchise may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

- (i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;
- (ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Wed Society Franchise;
- (iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;
- (iv) Franchisee fails to open for business by the date specified on the Summary Page;
- (v) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;
- (vi) Franchisee abandons or ceases operation of the Business for more than 15 consecutive days;
- (vii) Franchisee or any Owner slanders or libels Wed Society Franchise or any of its employees, directors, or officers;
- (viii) Franchisee refuses to cooperate with or permit any audit or evaluation by Wed Society Franchise or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2.
- (ix) the Business is operated in a manner which, in Wed Society Franchise's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from Wed Society Franchise or otherwise);
- (x) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;
- (xi) Wed Society Franchise (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate);
- (xii) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

- (xiii) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in Wed Society Franchise's opinion is reasonably likely to materially and unfavorably affect the Wed Society brand.

**14.4 Effect of Termination.** Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

- (i) pay all amounts owed to Wed Society Franchise based on the operation of the Business through the effective date of termination or expiration;
- (ii) return to Wed Society Franchise all copies of the Manual, Confidential Information and any and all other materials provided by Wed Society Franchise to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;
- (iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Wed Society Franchise or any new franchisee as may be directed by Wed Society Franchise, and Franchisee hereby irrevocably appoints Wed Society Franchise, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and
- (iv) cease doing business under any of the Marks.

**14.5 Remove Identification.** If Franchisee operates from a Location other than Franchisee's home, then within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a Wed Society business, to the reasonable satisfaction of Wed Society Franchise. Franchisee shall comply with any reasonable instructions and procedures of Wed Society Franchise for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, Wed Society Franchise may enter the Location to remove the Marks and de-identify the Location. In this event, Wed Society Franchise will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by Wed Society Franchise.

**14.6 Liquidated Damages.** If Wed Society Franchise terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to Wed Society Franchise a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average Royalty Fees, Design and Technology Fees, Brand Fund Contributions that Franchisee owed to

Wed Society Franchise under this Agreement for the 12-month period preceding the date on which Franchisee ceased operating the Business; multiplied by (y) the lesser of (1) 24 or (2) the number of months remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 12 months, then (x) will equal the average Royalty Fees, Design and Technology Fees, and Brand Fund Contributions that Franchisee owed to Wed Society Franchise during the period that Franchisee operated the Business, plus the full amount of Printing Escrow Fees for the first year. The “average Royalty Fees, Design and Technology Fees, and Brand Fund Contributions that Franchisee owed to Wed Society Franchise” shall not be discounted or adjusted due to any deferred or reduced Royalty Fees, Design and Technology Fees, and Brand Fund Contributions set forth in an addendum to this Agreement, unless this Section 14.5 is specifically amended in such addendum. Franchisee acknowledges that a precise calculation of the full extent of Wed Society Franchise’s damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee’s payment to Wed Society Franchise under this Section will be in lieu of any direct monetary damages that Wed Society Franchise may incur as a result of Wed Society Franchise’s loss of Royalty Fees, Design and Technology Fees, and Brand Fund Contributions that would have been owed to Wed Society Franchise after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, Wed Society Franchise’s right to injunctive relief for enforcement of Article 13, and any attorneys’ fees and other costs and expenses to which Wed Society Franchise is entitled under this Agreement. Except as provided in this Section, Franchisee’s payment of this lump sum shall be in addition to any other right or remedy that Wed Society Franchise may have under this Agreement or otherwise.

**14.7 Purchase Option.** When this Agreement expires or is terminated, Wed Society Franchise will have the right (but not the obligation) to purchase any or all of the assets related to the Business. To exercise this option, Wed Society Franchise must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that Wed Society Franchise elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee’s last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Wed Society Franchise’s purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or “going concern” value for the Business. Wed Society Franchise may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by Wed Society Franchise. If Wed Society Franchise exercises the purchase option, Wed Society Franchise may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee’s portion of the cost of any appraisal conducted hereunder; and (c) amounts which Wed Society Franchise paid or will pay to third parties to satisfy indebtedness owed by Franchisee to third parties. If any of the assets are subject to a lien, Wed Society Franchise may pay a portion of the purchase price directly to the lienholder to pay off such lien. Wed Society Franchise may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee’s taxes and other liabilities are paid. Wed Society Franchise may assign this purchase option to another party.

## ARTICLE 15. TRANSFERS

**15.1 By Wed Society Franchise.** Wed Society Franchise may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Wed Society Franchise may undergo a change in ownership and/or control, without the consent of Franchisee.

**15.2 By Franchisee.** Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Wed Society Franchise entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing Wed Society Franchise at least 60 days prior notice of the proposed Transfer, and without obtaining Wed Society Franchise's consent. In granting any such consent, Wed Society Franchise may impose conditions, including, without limitation, the following:

- (i) Wed Society Franchise receives a transfer fee equal to 25% of the then current franchise fee, plus any broker fees and other out-of-pocket costs incurred by Wed Society Franchise;
- (ii) the proposed assignee and its owners have completed Wed Society Franchise's franchise application processes, meet Wed Society Franchise's then-applicable standards for new franchisees, and have been approved by Wed Society Franchise as franchisees;
- (iii) the proposed assignee is not a Competitor;
- (iv) the proposed assignee executes Wed Society Franchise's then-current form of Franchise Agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the proposed assignee will not be required to pay an initial franchise fee);
- (v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;
- (vi) Franchisee has paid all monetary obligations to Wed Society Franchise and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to Wed Society Franchise or its affiliates;
- (vii) the proposed assignee and its owners and employees undergo such training as Wed Society Franchise may require;
- (viii) Franchisee, its Owners, and the transferee and its owners execute a general release of Wed Society Franchise in a form satisfactory to Wed Society Franchise; and
- (ix) the Business fully complies with all of Wed Society Franchise's most recent System Standards.

**15.3 Transfer for Convenience of Ownership.** If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to Wed Society Franchise, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Wed Society Franchise, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides an individual guaranty in accordance with Section 2.5.

**15.4 Transfer upon Death or Incapacity.** Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by Wed Society Franchise (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2.

**15.5 Wed Society Franchise's Right of First Refusal.** Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3, or to a co-Owner, or to a spouse, sibling, or child of an Owner), Wed Society Franchise will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to Wed Society Franchise a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of Wed Society Franchise's receipt of such copy, Wed Society Franchise will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that Wed Society Franchise may substitute cash for any other form of payment). If Wed Society Franchise does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

**15.6 No Sublicense.** Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

**15.7 No Lien on Agreement.** Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

## ARTICLE 16. INDEMNITY

**16.1 Indemnity.** Franchisee shall indemnify and defend (with counsel reasonably acceptable to Wed Society Franchise) Wed Society Franchise, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Wed Society Franchise and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions arising as a result of any Indemnitee's intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure

materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

**16.2 Assumption.** An Indemnitee may elect to assume the defense of any Action subject to this indemnification and control all aspects of defending the Action (including negotiations and settlement), at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

## ARTICLE 17. DISPUTE RESOLUTION

### 17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsection (c) and (d), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation, and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where Wed Society Franchise's headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of any of Wed Society Franchise's intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for Wed Society Franchise to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, Wed Society Franchise and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

**17.2 Damages.** In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

**17.3 Waiver of Class Actions.** The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

**17.4 Time Limitation.** Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

**17.5 Venue Other Than Arbitration.** For any legal proceeding not required to be submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where Wed Society Franchise's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where Wed Society Franchise's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

**17.6 Legal Costs.** In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

## ARTICLE 18. MISCELLANEOUS

**18.1 Relationship of the Parties.** The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Wed Society Franchise is not a fiduciary of Franchisee. Wed Society Franchise does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect Wed Society Franchise's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Wed Society Franchise has no liability for Franchisee's obligations to any third party whatsoever.

**18.2 No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Wed Society Franchise, and Wed Society Franchise's affiliates.

**18.3 Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Wed Society Franchise in its franchise disclosure document.

**18.4 Modification.** No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Wed Society Franchise's rights to modify the Manual or System Standards.

**18.5 Consent; Waiver.** No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any

right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

**18.6 Cumulative Remedies.** Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

**18.7 Severability.** The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

**18.8 Governing Law.** The laws of the state of Oklahoma (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Oklahoma law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

**18.9 Notices.** Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to Wed Society Franchise, addressed to 14013 N. Eastern Ave., Edmond, OK 73013. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, Wed Society Franchise may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

**18.10 Holdover.** If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor Franchise Agreement executed by the parties in accordance with Section 3.2, then at any time thereafter (regardless of any course of dealing by the parties), Wed Society Franchise may by giving written notice to Franchisee (the "Holdover Notice") either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as Wed Society Franchise specifies, or (ii) bind Franchisee to a renewal term of 5 years, and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

**18.11 Joint and Several Liability.** If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

**18.12 No Offer and Acceptance.** Delivery of a draft of this Agreement to Franchisee by Wed Society Franchise does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and Wed Society Franchise.

Agreed to by:

FRANCHISOR:

WED SOCIETY FRANCHISE, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FRANCHISEE:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment 1 to Franchise Agreement**

### **STATE ADDENDA TO FRANCHISE AGREEMENT**

### **ILLINOIS RIDER TO Franchise Agreement**

This Rider amends the Franchise Agreement dated \_\_\_\_\_ (the “Agreement”), between Wed Society Franchise, LLC, An Oklahoma Limited Liability Company (“Wed Society Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

**1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Illinois Act” means the Illinois Franchise Disclosure Act of 1987.

**2. Governing Law and Jurisdiction.** Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

**3. Limitation of Claims.** No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

**4. Waivers Void.** Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

**5. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

WED SOCIETY FRANCHISE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## INDIANA RIDER TO Franchise Agreement

This Rider amends the Franchise Agreement dated \_\_\_\_\_ (the “Agreement”), between Wed Society Franchise, LLC, An Oklahoma Limited Liability Company (“Wed Society Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

**1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Indiana Acts” means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

**2. Certain Provisions Modified.** Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the Franchise Agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the Franchise Agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase

notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the Franchise Agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a Franchise Agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the Franchise Agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the Franchise Agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

**3. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

WED SOCIETY FRANCHISE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## MARYLAND RIDER TO Franchise Agreement

This Rider amends the Franchise Agreement dated \_\_\_\_\_ (the “Agreement”), between Wed Society Franchise, LLC, An Oklahoma Limited Liability Company (“Wed Society Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

**1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Maryland Franchise Law” means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

**2. Releases, Estoppels and Waivers of Liability.** All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.

**3. Statute of Limitations.** Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

**4. Jurisdiction.** Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

**5. Questionnaires and Acknowledgements.** 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.

**6. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

WED SOCIETY FRANCHISE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## MINNESOTA RIDER TO Franchise Agreement

This Rider amends the Franchise Agreement dated \_\_\_\_\_ (the “Agreement”), between Wed Society Franchise, LLC, An Oklahoma Limited Liability Company (“Wed Society Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

**1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Minnesota Act” means Minnesota Statutes, Sections 80C.01 to 80C.22.

**2. Amendments.** The Agreement is amended to comply with the following:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state “No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues.”

**3. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

WED SOCIETY FRANCHISE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## NEW YORK RIDER TO Franchise Agreement

This Rider amends the Franchise Agreement dated \_\_\_\_\_ (the “Agreement”), between Wed Society Franchise, LLC, An Oklahoma Limited Liability Company (“Wed Society Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

- 1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.
- 2. Waivers Not Required.** Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Wed Society Franchise or any other person from any duty or liability imposed by New York General Business Law, Article 33.
- 3. Waivers of New York Law Deleted.** Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Wed Society Franchise with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.
- 4. Governing Law.** Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.
- 5. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

WED SOCIETY FRANCHISE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## NORTH DAKOTA RIDER TO Franchise Agreement

This Rider amends the Franchise Agreement dated \_\_\_\_\_ (the “Agreement”), between Wed Society Franchise, LLC, An Oklahoma Limited Liability Company (“Wed Society Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

**1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

**2. Amendments.** The Agreement (and any Guaranty Agreement) is amended to comply with the following:

- (1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.
- (2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee’s business.
- (3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.
- (4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.
- (5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.
- (6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.
- (7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.
- (8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.
- (9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- (10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

**3. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

WED SOCIETY FRANCHISE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## RHODE ISLAND RIDER TO Franchise Agreement

This Rider amends the Franchise Agreement dated \_\_\_\_\_ (the “Agreement”), between Wed Society Franchise, LLC, An Oklahoma Limited Liability Company (“Wed Society Franchise”) and \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”).

- 1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.
- 2. Jurisdiction and Venue.** Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.
- 3. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

WED SOCIETY FRANCHISE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT  
AND  
RIDER TO Franchise Agreement**

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

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

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

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

Agreed to by:

FRANCHISOR:

WED SOCIETY FRANCHISE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Attachment 2 to Franchise Agreement**

### **GUARANTY AND NON-COMPETE AGREEMENT**

This Guaranty and Non-Compete Agreement (this “Guaranty”) is executed by the undersigned person(s) (each, a “Guarantor”) in favor of Wed Society Franchise, LLC, An Oklahoma Limited Liability Company (“Wed Society Franchise”).

**Background Statement:** \_\_\_\_\_ (“Franchisee”) desires to enter into a Franchise Agreement with Wed Society Franchise for the franchise of a Wed Society business (the “Franchise Agreement”; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce Wed Society Franchise to enter into the Franchise Agreement.

Guarantor agrees as follows:

**1. Guaranty.** Guarantor hereby unconditionally guarantees to Wed Society Franchise and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to Wed Society Franchise, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and Wed Society Franchise upon demand from Wed Society Franchise. Guarantor waives (a) acceptance and notice of acceptance by Wed Society Franchise of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that Wed Society Franchise make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

**2. Confidential Information.** With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by Wed Society Franchise for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Wed Society Franchise, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is

owned by Wed Society Franchise or its affiliates (except for Confidential Information which Wed Society Franchise licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to Wed Society Franchise. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

### **3. Covenants Not to Compete.**

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other Wed Society business operating on the date of termination or transfer, as applicable.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Wed Society Franchise. Guarantor agrees that the existence of any claim it or Franchisee may have against Wed Society Franchise shall not constitute a defense to the enforcement by Wed Society Franchise of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

**4. Modification.** Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which Wed Society Franchise may from time to time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

**5. Governing Law; Dispute Resolution.** This Guaranty shall be governed by and construed in accordance with the laws of the state of Oklahoma (without giving effect to its principles of conflicts of law). The parties agree that any Oklahoma law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to Wed Society Franchise all costs incurred by Wed Society Franchise (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Attachment 3 to Franchise Agreement**

### **FORM OF GENERAL RELEASE**

[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]

This General Release (“Release”) is executed by the undersigned (“Releasor”) in favor of Wed Society Franchise, LLC, An Oklahoma Limited Liability Company (“Wed Society Franchise”).

**Background Statement:** [describe circumstances of Release]

Releasor agrees as follows:

- 1. Release.** Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the “Releasing Parties”)) hereby releases Wed Society Franchise, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the “Released Parties”)) from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, “Claims”).
- 2. Covenant Not to Sue.** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.
- 3. Representations and Acknowledgments.** Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor’s choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.
- 4. Miscellaneous.** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Wed Society Franchise reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Agreed to by:

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT C**

**FINANCIAL STATEMENTS**

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

# Wed Society Franchise LLC

## Balance Sheet

As of April 30, 2025

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1010 Operating Cash	
1011 Primary Operating - Bluevine (1885)	160,105.92
1012 Payroll Account - Bluevine (2248)	5,431.08
1014 Bluevine Treasury	40,478.46
<b>Total 1010 Operating Cash</b>	<b>206,015.46</b>
1013 Secondary Operating - Arvest (7210)	371.71
1040 Restricted Cash	
1041 Shopify - Bluevine (6923)	10,684.25
1042 MIP - Bluevine (2255)	90,576.39
1043 Brand Fund - Bluevine (2271)	8,977.74
1044 Print Escrow - Bluevine (2263)	156,389.62
<b>Total 1040 Restricted Cash</b>	<b>266,628.00</b>
<b>Total Bank Accounts</b>	<b>\$473,015.17</b>
Accounts Receivable	
1100 Accounts Receivable (A/R)	5,851.00
<b>Total Accounts Receivable</b>	<b>\$5,851.00</b>
Other Current Assets	
1300 Prepaid Expense	0.00
1320 Payroll Advances	9,224.00
1676 Prepaid Commission - current portion	1,285.60
<b>Total Other Current Assets</b>	<b>\$10,509.60</b>
<b>Total Current Assets</b>	<b>\$489,375.77</b>
Other Assets	
1265 Security Deposits	5,850.00
1656 Operating Lease right of use assets	22,806.00
1787 Prepaid Commission - net of current portion	6,428.40
<b>Total Other Assets</b>	<b>\$35,084.40</b>
<b>TOTAL ASSETS</b>	<b>\$524,460.17</b>

# Wed Society Franchise LLC

## Balance Sheet

As of April 30, 2025

	TOTAL
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 Accounts Payable (A/P)	7,000.00
<b>Total Accounts Payable</b>	<b>\$7,000.00</b>
Credit Cards	
2035 AMEX (91004)	21,935.35
<b>Total Credit Cards</b>	<b>\$21,935.35</b>
Other Current Liabilities	
2025 Franchisee Printing Escrow Account	143,189.54
2050 Market Introduction Program (MIP)	73,703.02
2080 Payroll Liabilities	-294.00
2082 Dental Insurance Premiums	0.00
2083 Health Insurance Premiums	0.00
2084 Vision Insurance Premiums	0.00
2085 Fidelity Retirement (IRA)	857.11
2086 Federal Unemployment (940)	-294.00
2087 Federal Payroll Taxes (941/944)	0.00
2088 Oklahoma Withholding Taxes	-1,216.00
2089 Oklahoma Unemployment Taxes	0.00
2090 TX Unemployment Taxes	0.00
<b>Total 2080 Payroll Liabilities</b>	<b>-946.89</b>
2343 Operating Lease Liabilities - current portion	16,803.00
2676 Accrued Payroll	9,224.00
2898 Deferred Revenue - current portion	59,000.00
Direct Deposit Payable	0.00
<b>Total Other Current Liabilities</b>	<b>\$300,972.67</b>
<b>Total Current Liabilities</b>	<b>\$329,908.02</b>
Long-Term Liabilities	
2070 Deferred Franchise fee revenue	123,404.37
2675 Operating Lease Liabilities - net of current portion	7,143.00
2777 Deferred Revenue - net of current portion	326,250.00
<b>Total Long-Term Liabilities</b>	<b>\$456,797.37</b>
<b>Total Liabilities</b>	<b>\$786,705.39</b>
Equity	<b>\$ -262,245.22</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$524,460.17</b>

**Wed Society Franchise, LLC**

**Independent Auditor's Report  
And  
Financial Statements  
December 31, 2024**

**Table of Contents**

<b>Independent Auditor's Report</b> .....	3
<b>Balance Sheet</b> .....	5
<b>Statement of Operations</b> .....	6
<b>Statement of Members' Equity (Deficit)</b> .....	7
<b>Statement of Cash Flows</b> .....	8
<b>Notes To Financial Statements</b> .....	9

**Metwally CPA PLLC**

**CERTIFIED PUBLIC ACCOUNTANT**

1312 Norwood Dr STE 100, Bedford, Texas 76022

Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

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**Independent Auditor's Report**

To the Members of  
Wed Society Franchise, LLC

**Opinion**

We have audited the accompanying financial statements of Wed Society Franchise, LLC (the Company), which comprise the balance sheet as of December 31, 2024 and the related statements of operations, members' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Wed Society Franchise, LLC as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for Opinion**

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

**Emphasis of Matter**

As discussed in note 8 to the financial statements, the Company has extensive transactions and relationships with its affiliates. Accordingly, the accompanying financial statements may not be indicative of the results of operations that would have been achieved if the Company had operated without such affiliations. Our opinion is not modified with respect to this matter.

**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 Wed Society Franchise, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

**Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than 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 generally accepted auditing standards, we:

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

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

*Metwally CPA PLLC*

Metwally CPA PLLC  
Bedford, Texas  
April 30, 2025

**Wed Society Franchise, LLC**  
**Balance Sheet**  
**December 31, 2024**

	<b>2024</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
Cash and cash equivalents	\$ 628,198
Accounts receivable	5,851
Investments	40,000
Deferred commission, current portion	5,786
<b>Total Current Assets</b>	<b>679,835</b>
<b>Non-Current Assets</b>	
Operating lease right-of-use assets	22,806
Deferred commission, net of current portion	32,464
<b>Total Non-Current Assets</b>	<b>55,270</b>
<b>Total Assets</b>	<b>\$ 735,105</b>
<b>LIABILITIES AND MEMBERS' EQUITY</b>	
<b>Current Liabilities</b>	
Accounts payable and accrued liabilities	\$ 36,463
Operating lease liabilities - current portion	16,803
Other current liabilities	221,990
Deferred revenue, current portion	59,000
<b>Total Current Liabilities</b>	<b>334,255</b>
<b>Long Term Liabilities</b>	
Operating lease liabilities - net of current portion	7,143
Deferred revenue, net of current portion	326,250
<b>Total Long Term Liabilities</b>	<b>333,393</b>
<b>Total Liabilities</b>	<b>667,648</b>
<b>Members' Equity</b>	
Members' equity	67,457
<b>Total Members' Equity</b>	<b>67,457</b>
<b>Total Liabilities and Members' Equity</b>	<b>\$ 735,105</b>

*The accompanying notes are an integral part of the financial statements.*

**Wed Society Franchise, LLC**  
**Statement of Operations**  
**Year Ended December 31, 2024**

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	<b>2024</b>
<b>Revenues</b>	
Sales	\$ 47,053
Royalties	29,875
Initial franchise fees	27,750
Technology fees	25,312
Brand fund income	7,138
<b>Total Revenues</b>	<b><u>137,128</u></b>
 <b>Operating Expenses</b>	
Salaries and wages	368,311
General and administrative	142,598
Marketing and advertising	74,040
Technology	56,639
Legal and professional	19,825
<b>Total Operating Expenses</b>	<b><u>661,413</u></b>
<b>Operating Income / (Loss)</b>	<b><u>(524,285)</u></b>
 <b>Other Income (Expense)</b>	
Interest income	1,627
Interest expense	(1,425)
<b>Net Income / (Loss)</b>	<b><u>\$ (524,083)</u></b>

*The accompanying notes are an integral part of the financial statements.*

**Wed Society Franchise, LLC**  
**Statement of Members' Equity (Deficit)**  
**Year Ended December 31, 2024**

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<b>Members' Equity (Deficit) At December 31, 2023</b>	<b>\$ (15,432)</b>
Net income / (loss)	(524,083)
Members' contributions	606,972
<b>Members' Equity At December 31, 2024</b>	<b>\$ 67,457</b>

*The accompanying notes are an integral part of the financial statements.*

**Wed Society Franchise, LLC**  
**Statement of Cash Flows**  
**Year Ended December 31, 2024**

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	<b>2024</b>
<b>Cash Flows From Operating Activities</b>	
Net income / (loss)	\$ (524,083)
<b>Adjustments to reconcile net income to net cash provided by operating activities</b>	
Change in Assets and Liabilities	
Accounts receivable	(5,851)
Other assets	2,980
Deferred commission	(38,250)
Operating lease assets and liabilities	1,140
Accounts payable and accrued liabilities	(5,897)
Other current liabilities	221,990
Deferred revenue	385,250
<b>Net Cash Flows Provided By (Used In) Operating Activities</b>	<b>37,279</b>
<b>Cash Flows From Investing Activities</b>	
Proceeds from sale of investments	4,000
Purchase of investments	(44,000)
<b>Net Cash Flows Provided By (Used In) Investing Activities</b>	<b>(40,000)</b>
<b>Cash Flows From Financing Activities</b>	
Members' contributions	606,972
<b>Net Cash Flows Provided By (Used In) Financing Activities</b>	<b>606,972</b>
<b>Net Change In Cash And Cash Equivalent During The Year</b>	<b>604,250</b>
Cash and cash equivalents - beginning of the year	23,948
<b>Cash And Cash Equivalent - End of The Year</b>	<b>\$ 628,198</b>
<b>Supplementary Information</b>	
Interest paid	\$ 1,425

*The accompanying notes are an integral part of the financial statements.*

**Wed Society Franchise, LLC**  
**December 31, 2024**  
**Notes To Financial Statements**

**1. COMPANY AND NATURE OF OPERATIONS**

Wed Society Franchise, LLC (the Company) is an Oklahoma Domestic Limited Liability Company filed on May 2, 2023, under the laws of the State of Oklahoma for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own business. The Company offers qualified individuals the opportunity to own and operate a modern wedding media business that connects engaged couples with top local wedding professionals. Franchisees curate and showcase the most inspirational weddings in their region across digital, print, and social platforms, while also hosting in-person events for the wedding vendor community.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial 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 generally accepted accounting principles and have been consistently applied in the preparation of financial statements.

**A. Basis of Accounting**

The Company's financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP").

**B. Cash and Cash Equivalents**

For purposes of the Statement of cash flows, cash equivalents include bank accounts and cash in transit for bank deposits with maturities of three months or less to be cash equivalents.

**C. Accounts Receivable**

Accounts Receivable arise primarily from royalty fees, technology fees and brand funds and are carried at their estimated collectible amounts, net of any estimated allowances for credit losses. The measurement and recognition of credit losses involves the use of judgement. The management's assessment of expected credit losses includes consideration of current and expected economic conditions, market and industry factors affecting the Company's customers (including their financial condition), the aging of account balances, historical credit loss experience, customer concentration, and customer creditworthiness. Management evaluates its experience with historical losses and then applies this historical loss ratio to financial assets with similar characteristics. The Company's historical loss ratio or its determination of risk pools may be adjusted for changes in customer, economy, market or other circumstances. The company may also establish an allowance for credit losses for specific receivables when it is probable that the receivable will not be collected, and the loss can be reasonably estimated. Amounts are written off against the allowance when they are considered to be uncollectible, and reversal of previously reserved amounts are recognized if a specifically reserved item is settled for an amount exceeding the previous estimate.

As of December 31, 2024, the allowance for credit losses is considered immaterial and accordingly, no allowance for credit losses has been recorded.

#### **D. Federal Income Taxes**

The Company has elected to be taxed for U.S. Federal, and to the extent applicable, U.S. State purposes under the provisions of Subchapter S of the Internal Revenue Code. Accordingly, federal income tax liabilities relating to the Company's profits are the members' responsibility; therefore, no provision has been made for federal income taxes.

#### **E. Investments**

Investments are reported at cost when purchased. Thereafter, investments are reported at their fair values in the statements of the balance sheet, and changes in fair value are reported as investment returns in the statements of operation. Investment return / (loss) is reported net in the statement of income and consists of realized and unrealized gains and losses, less external and direct internal investment expenses. Interest, dividends, and other investment returns are also reflected in the statements of income within the Investment return / (loss). Purchases and sales of securities are reflected on a trade-date basis. Gains and losses on sales of securities are based on average cost and are recorded in the statement of operation in the period in which the securities are sold. Interest is recorded when earned. Dividends are accrued as of the ex-dividend date. Investments in marketable equity securities and debt securities, including mutual funds are recorded at their estimated fair values, which are based on quoted market prices or recognized pricing services.

#### **F. Fair Value Measurements**

Fair value is defined as the price that would be received to sell an asset in the principal or most advantageous market for the asset in an orderly transaction between market participants on the measurement date. Fair value should be based on the assumptions market participants would use when pricing an asset. US GAAP establishes a fair value hierarchy that prioritizes investments based on those assumptions. The fair value hierarchy gives the highest priority to quoted prices in active markets (observable inputs) and the lowest priority to an entity's assumptions (unobservable inputs). The Company groups assets at fair value in three levels, based on the markets in which the assets are traded, and the reliability of the assumptions used to determine fair value. These levels are:

Level 1: Unadjusted quoted market prices for identical, unrestricted assets or liabilities, without adjustment in active markets as of the measurement date.

Level 2: Other observable inputs, either directly or indirectly, including:

Quoted prices in markets that are not considered to be active for identical or similar assets or liabilities, quoted prices in active markets of similar assets or liabilities, and inputs other than quoted prices that are observable or can be corroborated by observable market data.

Level 3: Unobservable inputs that cannot be corroborated by observable market data.

Equity funds, stock index funds, bond funds, and bond index funds are valued at the closing quoted price in an active market. Cash and cash equivalents held within the investment portfolio are carried at cost.

#### **G. Lease**

Effective January 1, 2024 the Company adopted, with modified retrospective application, Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-02, "Leases (Topic 842)" (ASC 842). The amended guidance requires lessees, at the commencement date, to recognize a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis, and to record a right-of-use ("ROU") asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. In July 2018, the FASB Issued ASU 2018-11, Leases, Targeted improvements, which gave companies the option of applying the new standard at the adoption date, rather than retrospectively to the earliest period presented in the financial statements. The Company elected the package of practical expedients permitted under the new standard, which among other things, allowed the Company to carry forward the historical lease classification. The Company also elected the practical expedient to not recognize a lease liability and ROU asset for short-term leases less than 12 months. The Company chose

the option to apply the new standard at the adoption date, and therefore we are not required to restate the financial statements for prior periods, nor are the Company required to provide the disclosures required by the new standard for prior periods. Upon adoption, the Company recognized an approximate \$28,520 ROU asset, and an approximate \$28,520 lease liability. The adoption of the new standard didn't impact the cash flow or have a material impact of the Company's results of operations. The Company has expanded the financial statements disclosures to comply with the requirements of the new standard.

#### **H. Concentration of Credit Risk**

The Company maintains cash and cash equivalents with major financial institutions. At various times during the year, the total amount on deposit might exceed the \$250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

#### **I. Use of Estimates**

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

#### **J. Advertising and Marketing**

Advertising and marketing costs are charged to operations in the year incurred.

#### **K. Revenue Recognition**

The Company follows ASC 606, Revenue from Contract with Customers, ("ASC 606") for revenue recognition. The core principle of ASC 606 is built on the contract between a vendor and a customer for the provision of goods and services and attempts to depict the exchange of rights and obligations between the parties in the pattern of revenue recognition based on the consideration to which the vendor is entitled. To accomplish this objective, the standard requires five basic steps: (i) identify the contract with the customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, (v) recognize revenue when (or as) the entity satisfies a performance obligation.

#### **Franchise Fees**

Initial franchise fees consist of initial fees paid by franchisees at the start of the agreement, area development fees, and renewal fees. The fixed non-refundable fee, as determined by the signed development and/or franchise agreement, is due at the time the development agreement is entered into, and/or when the franchise agreement is signed, and does not include a finance component. Initial franchise fees are made up of performance obligations for training, access to plans, access to vendors and Company specific pricing, area exclusivity, and the right to use the Company's intellectual property over the term of the agreement. In accordance with ASC 606, the initial franchise services or exclusivity of the development agreements, are not distinct from the continuing rights or services offered during the term of the franchise agreement and are therefore treated as a single performance obligation. As such, initial franchise and development fees received, and subsequent renewal fees, are recognized over the term of the franchise agreement or renewal, which is typically 7 years. This performance obligation is satisfied over the renewal term, which is typically 7 years, while payment is fixed and due at the time the renewal is signed.

### **Variable Considerations**

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license. The Company collects funds from franchisees to manage the brand level advertising, marketing, and development program. The fee is based on a percentage of the gross sales less any amount paid towards sales tax, payable monthly.

### **Brand Development Fund and Technology Fees**

The Company maintains a brand development fund established to collect and administer funds contributed for use in advertising and promotional programs for franchise units. Brand development fund fees and technology fees are collected from franchisees based on a percentage of franchisee gross revenues. The Company has determined that it acts as a principal in the collection and administration of the brand development fund and therefore recognizes the revenues and expenses related to the brand development fund on a gross basis. The Company has determined that the right to access its intellectual property and administration of the brand development fund are highly interrelated and therefore are accounted for as a single performance obligation. As a result, revenues from the brand development fund represent sales-based royalties related to the right to access the Company's intellectual property, which are recognized as franchisee sales occur. When brand development fund fees exceed the related brand development fund expenses in a reporting period, advertising costs are accrued up to the amount of brand development fund revenues recognized.

### **Contracts Assets and Liabilities Balances**

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

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

### **Sales Revenue**

Revenue from the sale of the book of weddings magazine is generated through transactions with, or related to, the Company's franchisees. The Company sells the book of weddings magazine to franchisees for use at franchised locations. In certain cases, franchisees may prepay for magazines, in which case the related revenue is deferred until the magazines are delivered. Revenue is recognized at the point in time when control of the magazines is transferred to the franchisee, which occurs upon completion of delivery to the franchised location.

### **Print and Distribution Cost Escrow**

Franchisees are required to pay the Company a fixed monthly amount, typically \$1,500, representing an estimate of the annual printing and distribution costs associated with the Book of Weddings magazine. These payments are collected monthly and held in escrow on behalf of the franchisee.

Actual printing, shipping, and handling costs are determined annually upon completion of the production process. Following this determination, any surplus funds remaining in escrow will be refunded to the franchisee. Conversely, if the actual costs exceed the amounts held in escrow, the franchisee will be responsible for settling the shortfall at the time of final billing.

#### **Market Introduction Program Fee**

Upon execution of the Franchise Agreement, franchisees are required to pay a non-refundable local marketing fee of \$20,000. This fee is uniform across all franchisees and is intended to cover the marketing services provided during the initial twenty-four (24) weeks following the signing of the Franchise Agreement.

At the Company's discretion, marketing services funded by this fee may include, but are not limited to, search engine optimization, digital advertising, social media promotion, search engine marketing, promotional products, and other online and offline promotional activities undertaken on behalf of the franchisee.

Up to 10% of the fee may be allocated to services provided by the Company's affiliates, including Wed Society Pro. The marketing program is designed to enhance brand recognition, increase user engagement and following, and drive overall impressions across the franchisee's website and social media platforms.

#### **L. Recent Accounting Pronouncements**

FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2024. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements. See Note 11.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments. ASU 2016-13, along with subsequent clarifications and improvements (collectively, ASC 326), replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends and aging behavior of receivables, among others. ASC 326 is effective for the Company since inception. There was no impact on the Company's financial statements as a result of the implementation of this standard.

#### **3. CASH AND CASH EQUIVALENTS**

The Company maintains its cash balance in U.S. noninterest-bearing transaction accounts which are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. On December 31, 2024, the Company's cash balance exceeded the FDIC insurance limit by \$78,076 in one bank account only.

The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents. As of December 31, 2024, the Company had approximately \$628,198 in cash in its bank accounts.

Bank accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. On December 31, 2024, the Company's cash balances exceeded the FDIC insurance limits as follows:

#### 4. ACCOUNTS RECEIVABLE

Accounts receivable as of December 31, 2024 consist of the following:

	<u>2024</u>
Royalty receivable	\$ 2,805
Technology fees receivable	2,376
Brand fund receivable	670
<b>Total Accounts Receivable</b>	<b>\$ 5,851</b>

#### 5. INVESTMENTS

As of December 31, 2024, Investments consist of the following:

	<u>2024</u>
Money market fund	\$ 40,000
<b>Total investments</b>	<b>\$ 40,000</b>

#### 6. FAIR VALUE MEASUREMENTS

Fair value of Investments measured on a recurring basis, on December 31, 2024 was as follows:

	<u>FAIR VALUE MEASUREMENTS 2024</u>			<u>Total</u>
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	
<b>Short-term investments</b>				
Money market fund	\$ 40,000	\$ -	\$ -	\$ 40,000
	<u>\$ 40,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 40,000</u>

#### 7. OTHER CURRENT LIABILITIES

##### Print and Distribution Cost Escrow

Franchisees are required to pay the Company a fixed monthly amount, typically \$1,500, to cover an estimate of the annual printing and distribution costs related to the Book of Weddings magazine. These payments are collected monthly and held in escrow on behalf of the franchisees.

Actual printing, shipping, and handling costs are determined annually upon completion of the production process. Any surplus funds remaining in escrow, after the annual cost determination, will be refunded to the franchisee. However, if the actual costs exceed the amounts held in escrow, the franchisee is responsible for settling the shortfall at the time of final billing.

As of December 31, 2024, the outstanding balance in the Print and Distribution Cost Escrow was \$125,950, which remains unpaid. This amount represents the liability still due under the terms of the escrow arrangement.

#### **Market Introduction Program Fee**

At the Company's discretion, marketing services funded by the Market Introduction Program fee may include, but are not limited to, search engine optimization, digital advertising, social media promotion, search engine marketing, promotional products, and other online and offline promotional activities undertaken on behalf of the franchisee. Up to 10% of the fee may be allocated to services provided by the Company's affiliates, including Wed Society Pro. The marketing program is designed to enhance brand recognition, increase user engagement a, and drive overall impressions across the franchisee's website and social media platforms. As of December 31, 2024, the unexpended balance of the Market Introduction Program Fee was \$96,040.

#### **8. RELATED PARTY TRANSACTIONS**

The Company shares certain expenses with its affiliate, Collab Creative Group, LLC. For the year ended December 31, 2024, \$399,811 in wages and salaries expenses were allocated to the Company by the affiliate.

The Company occasionally pays its affiliate, Wed Society Pro, for marketing and related services to support new market launches on behalf of franchisees. Up to 10% of the Market Introduction Program fee may be allocated to services provided by the Company's affiliates, including Wed Society Pro. For the year ended December 31, 2024, the amount paid to Wed Society Pro totaled \$6,000.

#### **9. REVENUE FROM CONTRACTS WITH CUSTOMERS**

##### **Disaggregation of Revenue**

Information regarding revenues disaggregated by the timing of when goods and services are transferred consist of the following for the year ended December 31:

	<b>2024</b>
Revenue recognized over time	\$ 27,750
Revenue recognized at a point in time	<u>109,378</u>
<b>Total Revenue</b>	<b><u>\$ 137,128</u></b>

##### **Contract Balances**

The following table provides information about the change in the franchise deferred expenses balances during the year ended December 31:

	<b>2024</b>
Beginning balance	\$ -
Additional deferred expenses	40,500
Expenses recognized – additional deferred expenses	(2,250)
<b>Deferred expenses</b>	<b><u>38,250</u></b>
Less: current maturities	<u>(5,786)</u>
<b>Deferred expenses, net of current maturities</b>	<b><u>\$ 32,464</u></b>

The following table provides information about the change in the franchise contract liability balances during the year ended December 31, 2024, respectively. Franchise contract liability is included in deferred revenue on the accompanying balance sheet.

	<u>2024</u>
Beginning balance	\$ -
Additional deferred revenue	413,000
Revenue recognized – additional deferred revenue	(27,750)
<b>Deferred revenue</b>	<b>385,250</b>
Less: current maturities	(59,000)
<b>Deferred revenue, net of current maturities</b>	<b>\$ 326,250</b>

#### **10. ADVERTISING EXPENSES**

Advertising costs for the year ended December 31, 2024, were \$74,040. These costs were expensed as incurred

#### **11. LEASE**

On June 1, 2024, the Company entered into a lease agreement to lease an approximately 1,500 square feet of office space. The lease term is two years and five months, expiring on May 31, 2026.

Right-of-use lease assets and lease liabilities are recognized as of the commencement date based on the present value of the remaining lease payments over the lease term, that are reasonably certain to exercise. The Company's leases do not contain any material residual value guarantees or material restrictive covenants.

Operating lease expense is included within general and administrative expense. Leases were as follows:

	<u>2024</u>
<b>Operating lease expenses under ASC 842, Leases</b>	
General and administrative	\$ 5,714

The leases recorded on the balance sheet consist of the following:

	<u>2024</u>
<b>Assets</b>	
ROU Assets	\$ 22,806
<b>Liabilities</b>	
Lease liabilities, current portion	16,803
Lease liabilities, net of current portion	7,143
	<b>\$ 23,946</b>

		<b>2024</b>
<b>Cash paid for amounts included in the measurement of lease liabilities:</b>		
Operating cash flows from operating leases		\$ 6,000
<b>ROU assets obtained in exchange for lease liabilities in non-cash transactions:</b>		
Operating lease assets obtained in exchange for operating lease liabilities		\$ 5,714
Discount rate (1)		5%

- The discount rate used for existing operating leases upon adoption of Topic 842 was established based on the risk-free rates treasury note 5 years term as of January 1, 2022 as the lease didn't provide an implicit rate, the Company uses its risk free rate.

Future lease obligations for leases that have commenced were as follows as of December 31:

	<b>Lease</b>
FY 2025	\$ 18,000
FY 2026	7500
<b>Total Lease payment</b>	<b>25,500</b>
Less: Interest	(1,554)
<b>Present value of lease liabilities</b>	<b>\$ 23,946</b>

As of December 31, 2024, the term and discount rate for the Company's leases were from 1.4 year and 5%, respectively.

## 12. SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 30, 2025, which is the date the financial statements were available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statements.

**Wed Society Franchise, LLC**

**Independent Auditor's Report  
And  
Balance Sheet Statement  
December 31, 2023**

**Table of Contents**

Independent Auditor's Report.....	3
Balance Sheet .....	5
Notes to Financial Statement .....	6



Paul Black, CPA  
Founder & Owner

#### Independent Auditor's Report

To the members of  
Wed Society Franchise, LLC  
14013 N Eastern Ave  
Edmond, OK 73013

#### Opinion

We have audited the accompanying balance sheet of Wed Society Franchise, LLC (an Oklahoma limited liability Company) as of December 31, 2023 and the related notes to the Financial Statement.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of Wed Society Franchising, LLC as of December 31, 2023, in accordance with accounting principles generally accepted in the United States of America.

#### Basis for Opinion

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

#### Responsibilities of Management for the Financial Statement

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

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

#### Auditor's Responsibilities for the Audit of the Financial Statement

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

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[paul@blackcpajax.com](mailto:paul@blackcpajax.com)

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

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

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



Black CPA & Associates

Jacksonville, Florida

April 1, 2024

**Wed Society Franchising, LLC**  
**December 31, 2023**  
**Balance Sheet**

<b>Assets</b>	
<b>Current Assets</b>	
Cash and cash equivalents	\$23,948
Prepaid Expenses	2,797
Payroll Advances	183
<b>Total Current Assets</b>	<b>\$26,928</b>
<b>Total Assets</b>	<b>\$26,928</b>
<b>Liabilities and Members' Equity</b>	
<b>Liabilities</b>	
Accounts Payable	\$38,306
Note payable – Just Two Publishing	4,053
<b>Total Liabilities</b>	<b>\$42,359</b>
<b>Members' equity</b>	<b>132,300</b>
Retained Earnings	(147,731)
<b>Total Liabilities and Members' Equity</b>	<b>\$26,928</b>

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

**Wed Society Franchising, LLC**  
**December 31, 2023**

**Notes to Financial Statement**

**1. COMPANY AND DESCRIPTION OF BUSINESS**

Wed Society Franchising, LLC ("The Company") is an Oklahoma Domestic Limited Liability Company filed on May 2, 2023, under the laws of the State of Oklahoma for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own business. The Company offers qualified individuals the right to operate a business that helps curate and feature the most inspirational weddings their community.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

**A. Basis of Accounting**

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

**B. Cash and Cash Equivalents**

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

**C. Federal Income Taxes**

Federal income taxes are not payable by, or provided for, the Partnership. Partners are taxed individually on their share of Partnership earnings. Partnership's net revenue is allocated on a pro-rata basis in accordance with Partnership interests to the partners after allowing for partner guaranteed payments.

**D. Use Of Estimates**

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

**E. Revenue Recognition**

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

#### Franchise Fees

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

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

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

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

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

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

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 7 years while successive agreement terms are typically 5 years.

#### Variable Considerations

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

#### Contract Assets and Liabilities

Contract assets will consist of franchise contract costs paid to facilitate the franchise sale and will be amortized over the expected life of the franchisee. Contract liabilities consist of the remaining initial franchise fees to be amortized over the life of the franchise agreements. Contract liabilities are a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed.

### **3. SUBSEQUENT EVENTS**

Management has evaluated subsequent events through April 1, 2024 which is the date the financial statement was available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statement.

## EXHIBIT D

### STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677	Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 266-0448	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 261-7577

## STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

State	Effective Date
Maryland	Pending
Virginia	September 17, 2025

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

## RECEIPT

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 Wed Society Franchise, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Wed Society Franchise, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
David Lewis	14013 N. Eastern Ave., Edmond, OK 73013	405-607-2902

Issuance Date: May 8, 2025

I received a disclosure document that included the following Exhibits:

- A. State Addenda to Disclosure Document
- B. Franchise Agreement (with State Addenda to Agreements, Guaranty and Non-Compete Agreement, and Form of General Release)
- C. Item 21 Financial Statements
- D. State Administrators and Agents for Service of Process

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Received: \_\_\_\_\_

**Keep This Copy For Your Records**

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Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Received: \_\_\_\_\_

**Return this copy to us.**

**Wed Society Franchise, LLC**  
**14013 N. Eastern Ave., Edmond, OK 73013**