

FRANCHISE DISCLOSURE DOCUMENT



THE RESOURCE ROOM LEARNING CENTER LLC
a North Carolina limited liability company
2100 Crossway Ln.
Holly Springs, NC 27540
(984) 777-1244
www.resourceroom.com
franchise@resourceroom.com

The franchisee will own and operate a learning center with proprietary grade level curriculum that teaches individualized educational programs for children. Learning centers will also offer science, technology, engineering, and math (“STEM”) camps and STEM nights for children providing a unique hand-on learning experience using proprietary curriculum. Franchisor, THE RESOURCE ROOM LEARNING CENTER LLC, provides services to franchisees including assistance with training, operations, advertising, purchasing and promotional techniques.

The total investment necessary to begin operation of a THE RESOURCE ROOM single center franchise is between \$94,500 and \$218,500. This includes \$40,000 that must be paid to us or our affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, 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 availability of disclosures in different formats, contact the Franchise Administration Department of THE RESOURCE ROOM LEARNING CENTER LLC, at 2100 Crossway Ln., Holly Springs, NC 27540, (984) 777-1244.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 30, 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
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit B.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only THE RESOURCE ROOM business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a THE RESOURCE ROOM franchisee?	Item 20 or Exhibit B lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in North Carolina. 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 North Carolina than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments, may result in termination of your franchise and loss of your investment.
4. **General 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.
5. **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.

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.

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW

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.

(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 protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful 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 subfranchisor.

(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.

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 the notice should be delivered to the Department of the Attorney General, Department of Licensing and Regulatory Affairs, Corporations, Securities and Commercial Licensing Bureau, 2501 Woodlake Circle, Okemos, MI 48864, Telephone: (517) 241-6470.

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EXHIBITS

Exhibit A	THE RESOURCE ROOM FRANCHISE AGREEMENT with Attachment 1 (Franchise Rider), Attachment 2 (Lease Rider), Attachment 3 (Internet, Social Media, and Telephone Assignment), Attachment 4 (Guaranty), Attachment 5 (Nondisclosure and Noncompetition Agreement), and Attachment 6 (Nondisclosure and Non-solicitation Agreement)
Exhibit B-1	CENTER DIRECTORY/LISTING OF CURRENT FRANCHISEES
Exhibit B-2	LISTING OF CERTAIN PAST FRANCHISEES
Exhibit C	FINANCIAL STATEMENTS
Exhibit D	STATE SPECIFIC INFORMATION
Exhibit E	FEDERAL AND STATE REGULATORS AND AGENTS FOR SERVICE OF PROCESS
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Exhibit G	ACH/EFT TRANSFER AGREEMENT
Exhibit H	FIRST ADDENDUM TO RENEWAL FRANCHISE AGREEMENT
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ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

THE FRANCHISOR

To simplify the language in this Disclosure Document, “we,” “THE RESOURCE ROOM,” “our,” or “us” means THE RESOURCE ROOM LEARNING CENTER LLC. “You” means the person or company that buys the franchise, including, if any, such company’s owners, partners, members, shareholders, and guarantors. We are a North Carolina limited liability company, formed under the name “THE RESOURCE ROOM LEARNING CENTER LLC,” on February 14, 2024. Our principal business address is 2100 Crossway Ln., Holly Springs, NC 27540. Our registered agent is Samara Cuccurullo located at 2100 Crossway Lane, Holly Springs, NC 27540. Use of the term “affiliate” means an entity’s subsidiary or parent and an entity controlled by, controlling, or under common control with, another entity.

Our sole business since inception is selling THE RESOURCE ROOM franchises and providing training and other services to THE RESOURCE ROOM franchisees. We began selling THE RESOURCE ROOM franchises in the United States in 2024. We are not currently engaged in any other business activities and have never offered franchises in any other line of business. We have never operated a THE RESOURCE ROOM Center, although affiliates of ours do.

Exhibit E identifies the names and addresses of our agents for service of process in certain states that require we appoint them upon our registration there.

PARENTS, PREDECESSORS, AND AFFILIATES

We have no predecessors.

Our parent RESOURCE ROOM NC LLC, is a North Carolina limited liability company formed on June 30, 2021. The principal office is located at 2100 Crossway Ln., Holly Springs, NC 27540. has operated an THE RESOURCE ROOM Center located in Holly Springs, North Carolina since 2021, which is similar to the business offered in this disclosure document. RESOURCE ROOM NC LLC does not offer and has never offered franchises in this or any line of business. RESOURCE ROOM NC LLC shares certain employees with us.

Our affiliate THE RESOURCE ROOM SI, INC. (“Holding Co.”) was incorporated on March 19, 2015. Holding Co. has as its principal place of business at 2493 Richmond Rd., Staten Island, NY 10306. Holding Co. owns the U.S. trademarks you will use in the operation of your THE RESOURCE ROOM Center. While Holding Co. has licensed to us the right to use and sublicense to our franchisees the right to use certain trademarks, it does not offer and has never offered franchises of its own and does not offer any products or services to our franchisees, except, indirectly, the trademarks. Holding Co. does not, and has never, operated a business of the type being offered in this disclosure document.

Our affiliate RESOURCE ROOM S.I. NORTH INC. was incorporated on May 26, 2017, in the State of New York. RESOURCE ROOM S.I. NORTH INC. has as its principal place of business at 534 Forest Avenue, Staten Island, NY, 10310. RESOURCE ROOM S.I. NORTH INC. has

operated a THE RESOURCE ROOM Center located in Staten Island, New York since 2017, which is similar to the business offered in this disclosure document. RESOURCE ROOM S.I. NORTH INC. does not offer and has never offered franchises in this or any line of business. RESOURCE ROOM S.I. NORTH INC. shares certain employees with us.

Exhibit E lists our agent for service of process in your state.

THE FRANCHISE OFFERED

As a THE RESOURCE ROOM franchisee, will own and operate a learning center with proprietary grade level curriculum that teaches individualized educational programs for children. Learning centers will also offer science, technology, engineering, and math (“STEM”) camps and STEM nights for children providing a unique hand-on learning experience and proprietary curriculum (a “Center”). You currently have the option to host these instructional courses and services at your Center and distribute them via videoconferencing technology to remote students for students whom originally signed up in-person at the Center location. THE RESOURCE ROOM Centers are characterized by a unique system that includes unique methods and procedures, specially designed premises with distinctive décor, equipment, equipment layouts, interior and exterior accessories, color schemes, products, services, proprietary marks, information, the Brand Standards Manual (defined below) methods of operation, management programs, standards, specifications, and procedures for operations; training and assistance; and advertising and promotional programs; all of which we may improve, amend, and further develop from time to time.

You will be required to operate using our Marks and in accordance with our confidential manuals and other proprietary manuals we may loan to you (collectively, the “Brand Standards Manual”), standards and specifications, marketing and sales programs, and other research and development connected with the establishment and operation of an THE RESOURCE ROOM Center (collectively, the “System”), which we may modify from time to time as we deem appropriate in our sole discretion. The typical THE RESOURCE ROOM Center is operated in leased, inline space located on or near main thoroughfares.

MARKET AND COMPETITION

You will compete with other THE RESOURCE ROOM franchisees and THE RESOURCE ROOM Centers owned by our affiliates, day-care centers, summer camps, before and after- school programs, nanny services, tutoring services, private tutors, online educational programs, educational software providers, children’s STEM workshops, and other similar businesses. The market is characterized as fragmented and includes national and regional chains, as well as local operations. The market for these services is seasonal with demand at the highest during the school year. Your ability to succeed with this franchise will in part be determined by your ability to compete with these other establishments.

REGULATIONS

There are no regulations known to us specific to the operation of a private education center. However, state and local jurisdictions have enacted laws, rules, regulations, and ordinances that may apply to the operation of your Center, including those that (a) establish general standards, specifications, and requirements for the construction, design, and maintenance of the Center premises; (b) regulate matters affecting the health, safety, and welfare of your customers; restrictions on smoking; and the availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) govern labor and employment practices for your employees; (f) govern childcare centers, summer camps, and schools, and (g) govern the application of the Affordable Care Act; (h) govern background checks for all staff working with children; (i) govern specific certifications or licenses or consider your Center a school or daycare. Classification of your Center as a school or daycare may entail additional requirements such as separate bathrooms for boys and girls, water fountains, special exit doors equipped with panic bars, fire safety improvements, and accommodation for disabled persons. The Americans with Disabilities Act and Children’s Online Privacy Protection Act also may apply to the operation of your Center. You should investigate whether there are regulations and requirements that may apply to the geographic area in which you are interested in locating your franchise and should consider both the effect and cost of compliance. We have not researched any of these laws to determine their applicability to your Center.

Since you accept credit cards as a method of payment, you must comply with payment card infrastructure (“PCI”) industry and government requirements. PCI security standards are technical and operational requirements designed to protect cardholder data. The standards apply to all organizations that store, process, or transmit cardholder data and cover technical and operational payment system components involving cardholder data. You should consult with your own attorney to ensure that the laws of the state where your THE RESOURCE ROOM Center is located permits you to provide the approved products and services we require. It is your sole responsibility to investigate any regulations in your area, including those related to the establishment and operation of a THE RESOURCE ROOM Center generally. You alone are responsible for complying with all applicable laws and regulations, despite any advice or information that we may give you.

ITEM 2. BUSINESS EXPERIENCE

Name	Position	Principal Occupation During the Past 5 Years
Samara Cuccurullo	President	Since our inception, Mrs. Cuccurullo has been our President and Co-Founder. Concurrently, she is also a teacher within Wake County Public School System located in Raleigh, NC since August 2023. Mrs. Cuccurullo is also the founder of Holding Co. since March 2015 located in Holly Springs, NC. Previously, Mrs. Cuccurullo taught middle school at New York City Public Schools located in Brooklyn, NY from September 2011 to October 2021.

Name	Position	Principal Occupation During the Past 5 Years
Joe Cuccurullo	Co-Founder	Since our inception, Mr. Cuccurullo has been our Co-Founder. Concurrently, he is also a teacher within Wake County Public School System located in Raleigh, NC since August 2023. Mr. Cuccurullo also currently manages THE RESOURCE ROOM Center located in Holly Springs, NC since 2021 and THE RESOURCE ROOM Center located in Staten Island, NY since 2017.

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

The initial fee to open a THE RESOURCE ROOM Center is \$30,000. The initial franchise fee is due when you sign the franchise agreement, fully earned by us upon payment, and not refundable for any reason. If you are purchasing a second or subsequent THE RESOURCE ROOM franchise, then the initial franchise fee is discounted 10% for a total initial fee of \$27,000 per second and subsequent franchise purchased thereafter.

To operate or own a THE RESOURCE ROOM Center, you, an owner with at least 51% ownership in the franchisee, or your manager if you own more than one Center, is required to have current or former experience as a state-credentialed teacher in a public or private school system that has taught students between the grades of kindergarten through grade 12 within the last five years.

Prior to opening we will lend you certain curriculum and provide other testing materials to you. You will be required to pay us for the curriculum and other testing materials. We estimate the amount that you will spend on these items will be \$10,000. This amount is due when you place the order and is non-refundable.

The Initial Franchise Fee is payable in lump sum upon execution of the Franchise Agreement. The initial franchise fee has been applied uniformly and is not refundable.

ITEM 6. OTHER FEES

Name of Fee ¹	Amount	Due Date	Remarks
Royalty	0 – 6 months: 10% of Gross Revenues.	Monthly; payable by electronic funds transfer (EFT)	Gross Revenues is defined in Note 2. Royalties are based on the following royalty schedule: (i) the royalty amount due during the first six months, after

Name of Fee ¹	Amount	Due Date	Remarks
	<u>7 – 12 months:</u> Greater of \$2,000 or 10% of Gross Revenues. <u>13th month and thereafter:</u> Greater of \$2,500 per month or 10% of monthly Gross Revenues ²	and due by the 5 th of each month.	you have signed the franchise agreement, will be 10% of your Gross Revenues; (ii) beginning on the seventh month until the end of the twelfth month, your royalty amount due will be the greater of \$2,000 or 10% of Gross Revenues; and (iii) after the first twelve months your royalty amount will be the greater of \$2,500 or 10% of your Gross Revenues thereafter. You will begin to pay the Royalty upon the first of these to occur: (1) six months have passed since you signed the Franchise Agreement; (2) you begin earning revenue (whether that be at the physical location of your Center or through the virtual classes); or (3) the physical location of your Center is open for business. See Note 3 about a discount for veterans.
Brand Development Fund	1% of monthly Gross Revenues	Monthly	This contribution will be used for a “Brand Building Fund” for our use in promoting and building The Resource Room franchise brand. Currently 1% of Gross Revenues, however, we reserve the right to increase the Brand Development Fund up to a maximum of 2% of Gross Revenues.
Technology Fee	Our then-current technology fee (currently, \$100 per month)	Monthly	You must pay us our then-current technology fee per month for third-party software that we may collect and pay on your behalf to approved or designed third parties. We reserve the right to increase the Technology fee to a maximum of \$300 per month.
Minimum Local Advertising Spend	1% of Gross Revenues	Monthly	You must spend the Minimum Local Advertising Spend on approved local advertising.

Name of Fee¹	Amount	Due Date	Remarks
Renewal Fee	\$6,000	Upon signing a then-current form franchise agreement	Payable in immediately available funds. The initial franchise term is 5 years. The renewal term is for one additional term of 5 years.
Transfer Fee	\$6,000	The transfer fee is paid upon application to transfer	We retain the right of first refusal with respect to all transfer applications. If we do not approve the transfer or the transfer is not completed, the transfer fee will be returned minus our expenses incurred (including legal fees) for review and consideration of the transfer.
Advertising Cooperative Fee	There are currently no plans for an advertising cooperative, but one may be formed in the future	When designated by cooperative	Any percentage contribution would be set by the cooperative on a vote of a majority of its members. Each franchisee and each affiliate-owned center is entitled to one vote. The maximum fee that can be imposed by the advertising cooperative is 1% of Gross Revenues.
Shared Third Party Supplier Charges	Your share of any charges billed to us on behalf of your business.	As incurred.	Sometimes it may be in the best interest of The Resource Room brand for suppliers to bill us a system-wide charge for a product or service. We will then divide the invoice among our franchisees and charge you for your share.
Business Directory Listings	Actual out-of-pocket costs.	Upon demand.	You will place and pay the cost of business listings in the directories and categories we specify. Alternatively, we can do so on your behalf and at your expense.

Name of Fee¹	Amount	Due Date	Remarks
Data Inspections and Reimbursement	Costs and expenses	Upon demand.	If you repeatedly violate the required data privacy and security obligations under the Franchise Agreement, we reserve the right to charge you our costs and expenses to inspect your business. Additionally, you are responsible for our costs and expenses that arise from your non-compliance or a security breach caused by you or your personnel.
Legal Fees	Costs and expenses, not limited to attorneys' fees	Upon demand.	If we incur legal expenses while providing assistance to you in legal compliance or negotiation circumstances, we may require you to reimburse us for the legal expenses we incur.
Audit Fee	Costs and expenses	As incurred	Audit Fee is paid by you if the difference in reported royalties or revenue is 2% or greater.
Relocation Fee	Costs and expenses	As incurred	Payable to us to defray our costs associated with evaluating and approving/rejecting your relocation proposal. Except in cases of emergency, you must occupy the new premises and open your business in the new premises before vacating your original premises.
Interest	2% per month or highest rate allowed by law	Calculated and payable monthly	Interest accrues from the original due date until payment is received in full.
Late Fee	10% of each late payment	As incurred	Failure to make timely payment of any fee owed to us.
Insufficient Funds Fee	\$250 per violation	As incurred	Failure to have sufficient funds available for payment to us.
Testing or Supplier Approval Fee	Currently, costs and expenses	Upon request	If requested by you, you will pay all fees and costs incurred by us to obtain the necessary information and new evaluate suppliers, goods, or services.

Name of Fee¹	Amount	Due Date	Remarks
Additional Training	Currently \$500 per day per person, plus our costs and expenses.	As incurred prior to beginning of additional training	If you request or require, or if we require, additional training, or if you would like additional persons to attend the initial training program (currently one person may attend the initial training program, whose cost is included in the initial franchise fee) we have the right to charge you an additional training fee. You are also responsible for the travel, living expenses, and wages for the trainees. (Note 3).
Legal fees and expenses	Costs and expenses, including but not limited to attorneys' fees for any failure to pay amounts when due or failure to comply in any way with the Franchise Agreement	As incurred	You will pay our costs to enforce the Franchise Agreement. Non-prevailing party pays the prevailing party's fees and costs to discourage meritless litigation. We could have to pay your fees.
Indemnification	Any and all types of damages, liabilities, losses, costs, and expenses we incur as a result of third parties claims or from your ownership and operations of your Center	As incurred	You, your owners, and your guarantors must indemnify us and related parties for a broad range of claims related to your actions, omissions, ownership, and operations of the Center.
Post-Termination or Post-Expiration Expenses	Costs and expenses	As incurred	You must pay all costs and expenses related to de-identifying the Center or otherwise complying with your post-termination or post-expiration obligations.
Default Damages	Damages, costs, losses, and expenses	As incurred	You must reimburse us for our damages, costs, losses, and expenses incurred because of your defaults under the Franchise Agreement.

Name of Fee¹	Amount	Due Date	Remarks
Fines	\$1,000 per occurrence	As incurred	Fines can be levied for each instance where you fail to obtain prior written approval for advertisements, fail to attend required training or franchisor sponsored conventions, offer unauthorized merchandise or services, late reporting, or otherwise fails to comply with our system's operating standards.
Refurbishment Fee	Our costs, plus an administrative fee of 15% of the expenses we incur	As incurred	Due in connection with any refurbishing, remodeling, or updating work we do on your Premises or Center on your behalf.
Continued Operation After Expiration	150% of Royalty per month	Monthly	If we permit you continue to operate the Center on a month-to-month basis after expiration of the Franchise Agreement, then you must pay to us, in addition to all Royalties and other fees due to us, a fee equal to 150% of the Royalties due for the same month for every month during the month-to-month operations, up to our then-current initial franchise fee.
Inspection of Franchise Business and Premises / Right to Information	Costs and expenses	As incurred	Payments made to us and/or third parties as required
Convention	Then-current fee (currently \$1,000 per person)	As incurred prior to the convention	Currently, we do not host an annual convention, but reserve the right to do so. If we do host an annual convention, we reserve the right to charge you are then-current fee for attendance and reserve the right to require attendance. You will be responsible for all of the expenses of the people you send to the convention, including travel, lodging, and food. The fee can change from time to time.

Name of Fee¹	Amount	Due Date	Remarks
System Modifications	All costs and expenses associated with System modification	As required	If we make changes to the System, you must adapt your business to confirm to the changes. By way of example only, such changes may include new equipment, software, or construction materials. These may be paid to us, our affiliates, or a third-party supplier we designate.
Insurance Reimbursement	Costs plus administrative fee of 10% of costs	As incurred	If you fail to obtain the required insurance and we must obtain it on your behalf, you will reimburse us for our costs along with an administrative fee.
Liquidated Damages	Will vary under the circumstances. Subject to a minimum of \$24,000	Within 15 days after termination of the Franchise Agreement	Liquidated damages are determined by multiplying the monthly average Royalty (without regard to any fee waivers or other reductions) that is owed by you to us during the 24 months of operation preceding the effective date of termination multiplied by the lesser of: (i) 24, or (ii) the number of full months remaining in the Initial Term or Renewal Term of the Franchise Agreement. Subject to a minimum of \$24,000.
Transfer Damages	15% of the price paid by the transferee or \$25,000, whichever is greater.	Within 15 days of our demand.	Due only if you breach your transfer obligation to us. These are liquidated damages and not a penalty.

Note 1: All fees and expenses described in this Item 6 are non-refundable and, unless otherwise indicated, are imposed uniformly by, and are payable to, us. Unless we have noted differently, we may increase these amounts based upon changes in market conditions or our cost of providing services and future policy changes, but we have no present plans to increase any fees. We may increase fees that are a fixed dollar amount, including monthly base royalty and minimum royalty payment based on the percentage of increase of the Consumer Price Index as maintained by the U.S. Department of Labor. Any adjustments will only be applicable if applied on a system-wide basis. All of the fees were uniformly applied in our last fiscal year.

Note 2: “Gross Revenues” means the total of gross revenue that you derive from the operation of the Center, including, but not limited to, revenue from services rendered by the Center, whether from sales for cash or credit and regardless of the collection thereof. Gross Revenues does not

include sales taxes or gift card redemptions. Royalties on gift cards are assessed when the gift card is sold, not redeemed.

Note 3: The initial pre-opening training for you or if you are an entity, your designated manager, is included in the Initial Franchise Fee. Additional fees are only applied if you choose to train more than one person. Training fees may be increased or decreased by us at any time within our sole discretion.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
	LOW	HIGH			
PRE-OPENING COSTS					
Initial Franchise Fee ¹	\$30,000	\$30,000	Lump sum	At signing of Franchise Agreement	The Initial Franchise Fee is paid to us
Curricula and Testing Materials ²	\$10,000	\$10,000	Lump sum	Before opening	Paid to us
Construction Leasehold Improvements ³	\$0	\$75,000	As incurred	Before opening	Contractor/Third-party providers
Design and Architect Fees ⁴	\$0	\$5,000	As incurred	Before opening	Contractor/Third-party providers
Furniture, and Computers ⁵	\$25,000	\$35,000	As incurred	Before opening	Contractor/Third-party providers
Signage (exterior) ⁶	\$500	\$7,500	As incurred	Before opening	Third-party providers
Interior Graphics ⁷	\$500	\$1,500	As incurred	Before opening	Third-party providers
Security Deposits, Utility Deposits, and Licenses ⁸	\$500	\$6,500	Lump sum	Before opening	Landlord, Utility Providers, and Licensing Authorities.

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
	LOW	HIGH			
Equipment and Supplies ⁹	\$3,500	\$6,500	As incurred	Before opening	Third-party providers
Insurance ¹⁰	\$1,500	\$3,500	As arranged	Before opening	Insurance company
Pre-opening Travel and Training Expense ¹¹	\$0	\$2,500	As incurred	Before Opening	Airline, hotel, restaurants
Grand Opening Advertising ¹²	\$7,500	\$7,500	As incurred	Prior to opening	Third-party providers
Professional Fees ¹³	\$500	\$3,000	As incurred	Before opening	Professional Service Providers
Additional Funds ¹⁴	\$15,000	\$25,000	As incurred	Before opening	Various
TOTAL	\$94,500	\$218,500			

All fees and payments are non-refundable unless otherwise noted or allowed by third-party vendors. The above table represents your estimated initial investment through the third month of operation of your business. Neither we nor our affiliate offer direct or indirect financing for your initial franchise fee or for any other payments you must make or costs you must incur in starting and operating your business.

Note 1: The Initial Franchise Fee is the same for all similarly situated franchisees. If this is your second or subsequent franchise we will offer you a 10% discount on the initial franchise fee.

Note 2: Before you open for business and during the initial training, you will be required to lease certain curriculum and testing materials from us. We estimate that it will cost \$10,000 and will be non-refundable.

Note 3. These estimates assume you will be improving an inline, second-generation space of approximately 600 to 1200 square feet. If you choose to purchase or lease a stand-alone building, you will likely incur greater costs. You must lease or provide a suitable facility for the operations of the franchised THE RESOURCE ROOM Center. You may choose a larger facility, but it will increase your operating costs. Your cost to lease or purchase space is difficult to quantify because there are factors that will impact what you pay. These factors include THE RESOURCE ROOM

Center's location, its square footage, cost-per-square foot, renovation costs and any required maintenance fees. Your landlord, developer, or builder may refund your security deposit or other fees paid, but most will not refund rental payments or other payments made. You should ask your leasing agent or landlord about their refund policy before you sign a lease agreement.

Note 4. You are required to construct and renovate the premises in a manner consistent with our specifications. In certain circumstances, this may require that you retain the services of an interior or exterior designer we specify. We may also require you to obtain the service of an approved Architect that we specify. The extent to which you will be required to incur costs associated with designing the premises is dependent on the size and the previous usage of the premises.

Note 5. This estimate is dependent on the size of the premises and the type of furniture required to sufficiently and appropriately furnish the premises in accordance with the franchise system. The furniture you will need to purchase may include (3-5) staff desks, (20) student desks, (5-8) staff chairs, (20) student chairs, (5) 60" whiteboards, and a conference table. You may be required to add fixtures to the premises to sufficiently outfit the premises in accordance with the franchise system. This estimate depends on the type and nature of the required fixtures. Furthermore, you will be required to purchase (5-7) Chromebooks, (3-5) Desktops/Laptops, and (2-3) printers. You will also be required to obtain high speed internet.

Note 6. Your costs for signage will vary depending on the size of your façade. Our estimates include wall signage for the exterior of the building,

Note 7. Your costs for interior graphics and interior brand identification such as wall graphics will vary depending on the size of your premises.

Note 8. Security Deposits. Rent costs will vary based upon, among other things, the square footage of the business premises leased, the cost per square foot, and required maintenance costs. Any amounts that you actually pay under such a lease are typically non-refundable; however, in certain circumstances the security deposit may be refundable. You may not use your home or other residential property as your Center. Your final location must be accepted by us in writing, prior to signing a lease. We must review and consent to the physical layout of each Center.

Utility Deposit. You may be required to register new account(s) with certain utility providers for the provision of utilities services which may include electric, telephone, gas and water services. You may be required to pay deposits in connection with any such services. The cost of any such deposits will vary depending upon the policy of the particular utility company engaged.

Licenses. The licenses you are required to obtain include a local business license and building permits. You may need to obtain other licenses and permits, and you are responsible for determining whether you need to do so. The actual cost of obtaining licenses and permits may vary based on the requirements of the applicable government agencies.

Note 9. You are required to equip the premises in a manner consistent with our specifications. This estimate is highly dependent on the size and type of the premises and the extent to which it is

leased having already been outfitted with the necessary equipment, if at all. The equipment and supplies you will be required to purchase includes general office supplies, bathroom supplies, (10) Lego BriqQ Kits, (10) Lego Spike Kits, and Stem program supplies. You will also be required to purchase team apparel, advertising, promotional items, and merchandise from third-party suppliers that we specify.

Note 10. You must purchase the type and amount of insurance we specify, in addition to any other insurance that may be required by any applicable law or third party. This estimate assumes that you will make payments in respect of your insurance policy on a monthly basis.

Note 11. The cost of training is included in the initial franchise fee, however, you are responsible for costs associated with training, including but not limited to transportation, lodging and food, if any such costs are incurred. You are required to travel to a location we specify to participate in training. This estimate is highly dependent on your proximity to the specified training location and the mode of transportation required. These estimates do not include any labor costs.

Note 12. You are required to spend at least \$7,500 on Grand Opening advertising. We assume that you will be able to obtain media exposure through public relations and advertising initiatives that range from free of cost, including newspaper and magazine articles, online blogs, and word of mouth to more traditional and expensive modes of media coverage. You may be required to account for other marketing costs, including but not limited to pre-construction signage and traditional advertising initiatives. These values are estimated. Your required Grand Opening advertising spend must be spent during the period that begins 60 days prior to opening and ends 60 days after opening.

Note 13. We recommend you use the services of accountants and attorneys as you prepare to open the Center.

Note 14. You should have a 3-month cash reserve to cover the operations of THE RESOURCE ROOM Center. Our estimates for the cash reserve you should have on-hand include our estimates of the amount needed to cover your expenses for the initial three-month start-up phase of your Center. Our estimates do not include any other charges or expenses, including finance charges, interest or debt service obligations or any other expenses. Your costs, and the amount you should have in reserve, will be affected by factors in the local market, your technical, marketing and general business skills, local economic conditions, local competition, local cost factors and where your Center is located. You may need to have additional working capital to cover lower than estimated sales or higher than estimated operating costs. You should speak with a financial advisor to get a more accurate estimate of the amount you should have in reserve. The operating costs for which you may use the cash reserve are typically non-refundable, but you should ask about refund policies before you patronize any vendor. The payments made to third parties may be refundable depending on the terms offered by each third party. The amounts shown in these and all other estimates in Item 7 are based on the experience of our affiliate in operating a Center.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Vendors, Products, and Services. You must purchase all goods, services, merchandise, accessories, supplies, computer hardware and software, and equipment you use or sell in the Center from the vendors we approve or designate, which may include us or our affiliates, in strict conformance with our confidential Brand Standards Manuals, proprietary guidelines, standards, and specifications. We reserve the right to modify the standards and specifications for all the goods, services, merchandise, accessories, supplies, computer hardware and software, and equipment you use in or sell from your Center. Such standards and modifications, and any changes to them, will be provided to you in the Brand Standards Manuals or in other written communication from us. If we alter the approved suppliers or products and services, we will generally provide you with at least 30 days' notice. We reserve the right to revoke approval for any good, service, or supplier for any reason and you must cease to use that good, service, or supplier.

Where we have designated an approved supplier, you must use that supplier. Not purchasing your business's merchandise, accessories, supplies, equipment, computer hardware and software, or any other items where we have designated an approved supplier would put you in violation of the Franchise Agreement.

You are required to purchase the computer hardware and software we require from vendors we approve. You are required to purchase our approved POS system, as specified in the Brand Standards Manuals, from an approved vendor and such related hardware and other software as we require from an approved supplier. The current approved POS system is Square Space. We reserve the right to change the POS system or vendor, or to require you to use a proprietary POS system. We may independently access your POS system or the reports on it at any time. You will be required to purchase (5-7) Chromebooks, (3-5) Desktops/Laptops, (2-3) printers, high speed internet and Wi-Fi. The amount you are required to purchase depends on the size of your premises and student capacity. Additionally, you must use our approved suppliers for any supplemental educational curriculum materials and SAT/ACT tutoring materials. You will also need to subscribe to or purchase general software for your business operations, including the Zoom cloud-based phone system.

We or our affiliate will be the exclusive supplier of any proprietary curriculum that we may develop. You will be required to lease the curriculum and other testing materials from us prior to opening your business.

Otherwise, currently neither we nor our affiliate are the designated or exclusive supplier of any other goods or services for your Center. We reserve all rights to become, or designate our affiliates to become, suppliers of goods and services to you in the future.

You are required to use the credit card processing service we approve. Notwithstanding the credit card processing requirement, we do not represent, nor certify to you or your customers that the credit card processing service approved or provided by us or an affiliate is compliant, whether or not certified as compliant, with the PCI Data Security Standards.

If you do not own your business premises, we must accept the lease of your THE RESOURCE ROOM space. It is your responsibility to select your own location and we must accept it. We have

the right to require you and your landlord to provide in the lease that we shall have the right at our option and without compensation to you to take assignment of the lease should you materially default under the lease or should your franchise terminate or not be renewed for any reason. You are not allowed to relocate the business premises without our prior written approval.

Insurance. You are obligated to obtain and maintain at your own expense the types and amounts of insurance that we designate in our Brand Standards Manual or otherwise in writing. In addition to any other insurances that may be required by applicable law or by your landlord, you must procure:

1. General liability insurance with aggregate limits of at least \$2,000,000 and each occurrence of at least \$1,000,000;
2. Professional liability insurance with aggregate limits of at least \$2,000,000; and
3. Property liability insurance with aggregate limits of at least \$2,000,000.

All policies must be underwritten by companies having an A.M. Best rating of A or higher. The Franchise Agreement also outlines the types, amounts, terms and conditions of insurance coverage required for your Center, including, but not limited to, standards for underwriters of policies providing required insurance coverage; our protection and rights under such policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage at your expense if you fail to obtain required coverage; our right to defend a claim; and similar matters relating to insured and uninsured claims. If a lease or any other contract you enter into requires more insurance than listed above, you must purchase and maintain such additional insurance, but you must never have less insurance than that listed above.

The cost of this coverage will vary depending on the insurance carrier's charges, terms of payments and your history. All insurance policies must name us as an additional insured party, must expressly protect both you and us on a primary and non-contributory basis, must require the insurer to defend both you and us in any action while reserving our right to involve counsel of our own choosing in protection of our own and system wide interests, and all shall contain a waiver of all subrogation rights against us and our successors and assigns. At least 30 days prior to the time any insurance is first required to be carried by you, you will deliver to us Certificates of Insurance evidencing the proper coverage. Your obligations relating to insurance coverage are defined in Section 16 of the Franchise Agreement. Insurance may not be canceled or non-renewed without at least 30 days' notice to us (which notice period is also subject to state law).

Method of Approving Suppliers and Vendors. If you want to use goods, services, supplies, fixtures, equipment, inventory, or computer systems or suppliers that we have not approved, you must first submit to us certain information, including product or service specifications, product or service components, product or service performance history, product samples, supplier information, and any other relevant information. We will evaluate the proposed item or supplier based upon certain criteria and determine if you are approved to use the alternate item or supplier. We do not make the criteria available to you. We do inform you that we generally evaluate technical and performance properties of the item, including design, appearance, product reliability, durability, the manufacturer's warranties, quality control methods, financial ability of the product's producers and distributors, supplier history and reputation, and supplier capacity. Our

review is generally completed in 90 days. If we do not approve of the supplier, good, or service within 120 days, then that supplier is deemed not approved and you must not use that supplier, good, or service. We will advise you in writing of our decision. We impose these restrictions to safeguard the integrity of both the System and our Marks. We reserve the right to revoke approval for any item or supplier for any reason, and you must cease to use the item or supplier upon 30 days' notice from us. If you request that we evaluate an item or supplier, you will pay all fees and costs incurred by us to obtain the necessary information and to conduct the evaluation.

Required Purchase Percent of Revenue. The cost of the items that you must purchase from us, our affiliates or from suppliers designated by us represents between 10% and 15% of your total purchases in connection with the establishment of your business. The cost of the items that you must purchase from us, our affiliates or from suppliers designated by us represents between 5% and 10% of your total purchases in operating your business.

Revenue Derived. Neither we nor our affiliates derived any revenue from franchise purchases or leases of required goods or services in our last fiscal year. However, in the future we will. We and our affiliates reserve all rights to receive any form of revenue, rebates, commissions, discounts, royalties, or other benefits from the products and services you are required to purchase or lease from vendors and suppliers in the future.

Interest in Suppliers. We do not, nor do any of our affiliates, officers, or owners own any interest in any approved supplier of goods or services to our franchisees. We reserve the right to become, or approve our affiliates to become, approved suppliers in the future or receive benefits from required purchases, such as rebates or discounts, that we do not currently receive.

Purchasing or Distribution Cooperatives. Currently you are not required to participate in a purchasing or distribution cooperative, but we have the right to require you to participate in one on the future. We also have the right to require you to participate in a local advertising purchasing cooperative in the future.

Miscellaneous. We may negotiate purchase agreements with suppliers, including price terms, for the benefit of the franchisees; however, we are not required to do so. We do not provide franchisees with any material benefits based upon a franchisee's use of approved suppliers.

Product Specifications. Currently, we do not issue specifications or standards to designated suppliers.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Franchise Agreement §§ 1, 2(b)(ix), 4(a)(ii), 6, and 10; Franchise Rider	Items 7, 8, and 11
b. Pre-opening purchases/leases	Franchise Agreement §§ 4, 6, 10, 11(s), and 12; Lease Rider	Item 5, 8, and 11
c. Site development and other pre-opening requirements	Franchise Agreement §§ 6, 7, 8(a)(i), 8(e), 9, 10, 11(a), 11(c), 11(s), 12(a), and Attachment 2 (Lease Rider)	Items 7, 8, and 11
d. Initial and ongoing training	Franchise Agreement §§ 4(a)(iii) and (vi), 11(a) and (c)	Items 6, 7, 11
e. Opening	Franchise Agreement §§ 1, 6, 8(a)(i), and 10	Items 5, 7, 11
f. Fees	Franchise Agreement §§ 2(b)(vi), 2(d), 3, 8, 11, 13(d)(vii), 13(e), 23(o), Attachment 1 (Franchise Rider) and Attachment 4	Items 5, 6, 7, and 17
g. Compliance with standards and policies/Brand Standards Manual	Franchise Agreement §§ 11(b), 11(d), 11(i), 17, and Brand Standards Manual	Items 8, 11, 13, 14, 15, 16 and 17
h. Trademarks and proprietary information	Franchise Agreement §§ 7, 11(i), 15, Brand Standards Manual	Items 13 and 14
i. Restrictions on products/services offered	Franchise Agreement §§ 11(b), 11(d), and 12	Items 8 and 16
j. Warranty and customer service requirements	Franchise Agreement §§ 11(m) and (x), 17(c)(ix) and (xii)	Item 15
k. Territorial development and sales quotas	Franchise Agreement not applicable; Franchise Rider	N/A
l. Ongoing product/service purchases	Franchise Agreement § 11(b), 11(d), 12	Items 8 and 16

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
m. Maintenance, appearance and remodeling requirements	Franchise Agreement §§ 2(b)(viii), 10, 11(b), 11(d)	Items 8 and 11
n. Insurance	Franchise Agreement § 16	Item 8
o. Advertising	Franchise Agreement § 8	Items 6, 7, 8, and 11
p. Indemnification	Franchise Agreement § 19(b)	Item 6
q. Owner's participation/management/staffing	Franchise Agreement § 11(a)-(h)	Item 15
r. Records/reports	Franchise Agreement § 11(q)	Items 6 and 17
s. Inspections/audits	Franchise Agreement § 6(a)(vi), 11(q)(iv), 11(r), and 11(w)(v)	Items 6 and 11
t. Transfer	Franchise Agreement §§ 13	Items 6 and 17
u. Renewal	Franchise Agreement § 2(b) - (d)	Item 17
v. Post-termination obligations	Franchise Agreement §§ 7(d), 14(c) and (d), 15, 18, 19, and Attachment 2, 3, 4, 5 and 6	Item 17
w. Non-competition covenants	Franchise Agreement §§ 14, 15, and Attachment 5 and 6	Item 17
x. Dispute resolution	Franchise Agreement § 21	Items 6 and 17

ITEM 10. FINANCING

Neither we nor any of our affiliates offer direct or indirect financing. Neither we nor any of our affiliates will guarantee your lease, note, or other obligations.

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

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

Pre-Opening Assistance:

After you sign your Franchise Agreement, but before you open your business:

1. Initial Training. We will offer you a training program as described in more detail below. (Franchise Agreement Section 4(a)(iii))

2. Brand Standards Manual. We will lend you a set of our Brand Standards Manual. (Franchise Agreement Section 11(i))

3. Site Selection. It is your responsibility to select and outfit your own location. We are not required to provide or assist you in locating a site, negotiating a lease, or obtaining your business premises. However, if requested, we will advise you on recommended locations, remodeling of the premises, and the purchase or lease of equipment, signs, and fixtures. You must submit your site to us for approval within 60 days after signing the Franchise Agreement. Additionally, you must enter into a lease agreement for the accepted site within 3 months after signing the Franchise Agreement. We must accept the site location and the lease if you do not own the premises. Our determination to accept or not accept a site may be based on various criteria, including but not limited to business count, traffic count, accessibility, parking, visibility, competition, and license availability. Generally, we accept or not accept a site within 30 days of receiving the request. In the event we do not accept a proposed site within said 30 days such site shall be deemed not accepted by us. It is your responsibility to ensure that your premises conform to local ordinances and building codes as well as obtain any required permits. If you fail to execute a lease or purchase contract for the site within a reasonable amount of time after our acceptance of the site, we reserve the right to refer it to another franchise applicant or develop it as a company-owned business. If you fail to select a site that we accept and begin operations within 6 months, we will be able to terminate your franchise, and you will not be entitled to a refund if the agreement is terminated. It is your responsibility to construct, remodel and equip the premises. (Franchise Agreement Sections 1, 4(a)(i), 4(a)(ii), 6, and 10.)

4. List of Approved Vendors and Suppliers. Before you open your location and to the extent we have standards, specifications, or designated suppliers, we will provide you with a copy of our list of approved vendors and suppliers and standards and specifications for required or recommended lab and other supplies, fixtures, furnishings, merchandise, equipment, signage, décor and other goods and services. We do not deliver or install these items. (Franchise Agreement Section 4(a)(i)).

During the operation of the Center under your Franchise Agreement:

1. Advice and Other Assistance. We will provide advice and consultation services to you, including advice regarding how to resolve operating problems you encounter. If you request a level of assistance greater than what we provide to other franchisees, we have the right to charge you our then-current additional training fee. (Franchise Agreement Sections 4(a)(v) & (vi)).

2. Advertising. We may make available to you from time-to-time advertising materials we prepare for use by THE RESOURCE ROOM franchisees generally. (Franchise Agreement Section 8(f)).

3. System Improvements. We will make available to you from time to time all improvements and additions to the franchise System to the same extent and in the same manner as they are made available to THE RESOURCE ROOM franchisees generally. There is no limit to the maximum amount required to be spent on improvements. These improvements are in addition

to the regular maintenance you must undertake and the implementation of new goods and services we require. (Franchise Agreement Section 4(a)(vii)).

Optional Support:

1. Other Advice. We are not required to provide you other supervision, assistance or services prior to the opening of the Center. (Franchise Agreement Section 4.) However, if requested, we will advise on additional topics related to the opening of your Center, including but not limited to purchasing inventory and supplies. We do not hire or train your employees.

2. Additional Training. During the term of your Franchise Agreement, we may offer additional training as we see fit or as you request. We will charge you our then-current additional training fee. You must pay for it at the time of the training, unless alternative billing arrangements are agreed to. Also, you bear all indirect training costs and expenses, such as salary expenses of your employees and all expenses of travel, lodging, meals and other living expenses you and your designee incur. While most additional training is optional, you may be required to attend the additional training and pay our associated fee. Some of the additional training requirements we might require include online and in-person training sessions. (Franchise Agreement Section 4(a)(vi)).

3. Conferences and Conventions. While we are not required to do so, from time to time we may offer conferences and other training courses relating to our industry and to the conduct of the Center. Franchisees are required to attend all conferences and other required training courses. These courses may be conducted by our employees and/or by other trainers and will address various aspects of our business and other topics of interest to franchisees. We have the right to charge you a tuition fee for each attendee, whether or not the attendee is required to attend. Additionally, you will be responsible for all transportation, lodging, food and other costs incurred by any of your attendees in attending such seminar. (Franchise Agreement Sections 11(c) & 4(a)(v)).

4. Online Presence. We may maintain a website in order to promote the Marks, or any or all of the Centers within the System. We may also develop and maintain any other type of online, internet, virtual, or digital presence (each an "Online Presence") as we see fit. (Franchise Agreement Section 8(h)). An Online Presence includes but is not limited to (1) the website, other webpages, or domain names; (2) accounts, pages, or profiles on social media sites; social networking sites; news sites and groups; online, internet, or digital directories; video, audio, photography, and messaging services; blogs; or forums; (3) e-commerce sites or accounts; (4) digital or online advertising and marketing content and services; (5) mobile applications; (6) virtual reality platforms; (7) any identifiers of an Online Presence; or (8) a presence on any other type of online, internet, virtual, or digital tool, good, or service that may be developed. We will have the sole right to control all aspects of each Online Presence, including its design, content, functionality, links to any other Online Presence, legal notices, and policies and terms of usage. We will also have the right to discontinue operation of any Online Presence at any time without notice to you. You may not establish or operate an Online Presence (including a website, webpage, domain name, Internet address, social media account, blog, forum, advertisement, or e-commerce site) that in any

way concerns, discusses or alludes to us, the System or your Center without our written consent. The Marks may not be used as part of, in conjunction with, to establish, or to operate any Online Presence, except as specifically approved by us. You may not post, and must take such steps as necessary to ensure that your employees do not post any information on an Online Presence that relating to us, the System, the Marks, or the Center that (a) does not comply with our brand, social media, or Online Presence guidelines described in the Brand Standards Manuals, (b) is derogatory, disparaging, or critical of us, the System, or the Marks, (c) is offensive, inflammatory or indecent, or (d) harms the goodwill and/or public image of the System and/or the Marks. Subject to the terms of the Franchise agreement and Brand Standards Manual, we may make available for the benefit of your Center a location-specific webpage (“Subpage”). We may, at any time, modify the Subpage program or cease to make the Subpage available to you or the public. Upon the termination or expiration of the Franchise Agreement for any reason or a default under the Franchise Agreement for any reason, we will not upload content for you, you may not use the Subpage and we may cease to make the Subpage available to you.

For any Online Presence or email address you are approved to create, use, or maintain, we reserve the right to be exercised at our option to have the Online Presence or email address directly owned by us or to require it to be transferred to us after the expiration or termination of the Franchise Agreement. We have the right to require that any Online Presence or email address we permit you to use, create or maintain be registered in our name. Upon request, you must provide us with any login credentials for any Online Presence or email address you are authorized to use. We have the right to access any Online Presence to take corrective action if any content or post on the Online Presence is in violation of our policies and we may take ownership of any Online Presence upon expiration or termination of the Franchise Agreement or during the term of the Franchise Agreement and operate it as we see fit.

5. Franchise Advisory Council. While we are not required to do so, we reserve the right to maintain a Franchise Advisory Council (“FAC”). The FAC would provide advice to us on various matters, including advertising. The FAC would serve in an advisory capacity only and would have no operational or decision-making power. We would appoint the members of the FAC and have the power to change or dissolve it at any time. (Franchise Agreement Section 11(y))

6. Pricing. Generally, you will have the right to set prices for the goods and services you offer and sell at your Center, subject to our right to set pricing specials. Additionally, we have certain pricing models and procedures in place that you must follow as set forth from time to time within the Brand Standards Manual. We will also offer you our recommendation and advice about setting prices for your goods and services. If the law in your jurisdiction permits us to do so, we reserve the right to establish minimum or maximum prices, to implement system wide promotional pricing, and to establish specific prices for goods and services.

Computer System/Point of Sale. You must obtain and use the required Computer Systems (defined below) we require from time to time. Currently, you must use our approved supplier of the required Office Systems. (Franchise Agreement Section 11(s))

Development Schedule. You must submit your first site to us for approval within 60 days after signing the Franchise Agreement. Additionally, you must enter into a lease agreement for the accepted site within 3 months after signing the Franchise Agreement. We expect you to open

within 6 months of signing the Franchise Agreement and have the right to terminate the Franchise Agreement, without providing you with any refund, if you fail to open within 6 months after you sign the Franchise Agreement. However, if through good faith and due diligence you are working toward opening your Center and are delayed for reasons out of your control, then in our sole discretion, we may provide you with no more than two 45-day extensions to open your Center. The factors that affect your opening timeline include the amount of time and effort you commit to the site selection process and the construction of your Center; the availability of acceptable sites within the geographical area you choose; your ability to obtain a lease, financing and building permits; your credit and personal financials; and zoning and licensing requirements. Delays or a lack of effort by you, your contractors, or your prospective landlord will increase these time periods.

At any time that you or any of your affiliates are in breach of the obligations under the Franchise Agreement (for example, your failure to pay for the equipment or inventory when required), or any other agreement with us or any of our affiliates, we or our affiliate may defer the performance of our obligations under the Franchise Agreement (for example, our obligation to accept your site in a timely manner) or such other agreement, or defer the opening of your Center, until you (or your affiliate's) breach has been cured. Our (or our affiliate's) exercise of that right will not constitute a waiver of our rights under the Franchise Agreement or such other agreement, including, without limitation, our (or our affiliate's) right to terminate the Franchise Agreement or such other agreement.

INITIAL TRAINING PROGRAM

We will provide an initial training program for up to one person for the initial franchise fee. You, (or at least one of your owners if you are a corporation or partnership) or Operations Manager (as defined below), must attend. All training must be completed prior to opening your Center and to our satisfaction. The initial training programs will be provided at our affiliate's location(s) near Holly Springs, North Carolina or another location we designate. Currently the program is held on an as-needed basis. You are responsible for all of your attendees' associated travel, lodging, food, per diem expenses, and compensation during the period that they attend training. The training materials include the Brand Standards Manual, presentations, demonstrations, and hands-on experience. If you would like additional persons to attend the initial training program you must pay \$500 per day per person if more than one person attends training.

Topic	Hours of Classroom Training	Hours of On-The-Job Training	Location***
Choosing a Location and Setting Up	2	0	Virtual/Holly Springs, NC
Accounting	2	0	Virtual/Holly Springs, NC
Legal	2	0	Virtual/Holly Springs, NC
K-5 Curriculum	5	8	Virtual/Holly Springs, NC and onsite at Franchisee Location
6-8 Curriculum	5	8	Virtual/Holly Springs, NC and onsite at Franchisee Location

HS Math 1	10	8	Virtual/Holly Springs, NC and onsite at Franchisee Location
HS Math 2	10	8	Virtual/Holly Springs, NC and onsite at Franchisee Location
SAT/ACT	10	8	Virtual/Holly Springs, NC and onsite at Franchisee Location
Advertising and Promotion	4	0	Virtual
Hiring and HR Practices	2	2	Virtual/Holly Springs, NC and onsite at Franchisee Location
Subtotal	52	42	
Total	94		

***We reserve the right to offer the classroom portion of the training through virtual methods like videoconferencing. After you have signed the Franchise Agreement and before you begin training, we will confirm with you what portions, if any, will be conducted virtually.

The training program is provided primarily under the direction of Samara Cuccurullo and/or Joseph Cuccurullo or member of our management team will oversee the training. All trainers will have a minimum of 8 years of experience with THE RESOURCE ROOM business managing sales, operations, marketing and finance, and at least 15 years of experience in the teaching industry.

The instructional material for the training program may include on-line courses and material, PowerPoint presentations, pamphlets on specific subjects, handouts, and online manuals are utilized in the training program.

The initial training program must be successfully completed by all required attendees prior to opening your Center for business. Attendees must successfully complete the initial training program after the signing the Center lease, but no later than 30 days prior to opening your Center for business. Failure to successfully complete any phase of the initial training program could lead to the need to retrain on certain aspects of the initial training program at your expense and delay of your opening. Failure by you (or at least one of your owners if you are a corporation or partnership) to complete the initial training program to our satisfaction is a material breach of the Franchise Agreement and provides us with grounds to terminate the Franchise Agreement.

We do not currently, require additional training programs or refresher courses, but we have the right to do so in the future. You (or at least one of your owners if you are a corporation or partnership) Operations Manager must attend such programs, and you are responsible for the reasonable costs of such programs and for travel, lodging, and living expenses and any other costs incurred during these programs.

BRAND STANDARDS MANUAL

The Brand Standards Manual contains mandatory and suggested specifications, standards, and procedures. It is confidential and remains our property. Your employees are to see it only on a need to know basis, subject to confidentiality agreements. We may modify this material from time to time and its modified terms are binding on you. The Brand Standards Manual currently contains

a total of 50 pages. The table of contents for our Brand Standards Manual is in Exhibit K. (Franchise Agreement Section 11(i))

We may periodically amend, update or replace the contents of the Brand Standards Manual. Beginning on the 30th day (or any longer time we specify) after our delivery of written notice, you will comply with each amended, updated or replaced provision. Revisions to the Brand Standards Manual will be made in our sole discretion.

ADVERTISING

You must use only advertising materials we have approved for your use. (Franchise Agreement Section 8(d)-(e)). You may develop marketing materials for your own use at your own cost. We encourage the sharing by franchisees of marketing ideas and materials. We require you to submit marketing and promotional materials to us in advance and to obtain our approval before using them. If we do not approve of your marketing materials within 20 days after you submit them to us, then they are deemed disapproved, and you may not use such materials. You can only advertise your Center on websites approved in advance by us. You are required to follow our instructions in connection with any marketing or promotional materials we provide for your use. We will make available to you, from time to time, marketing materials we prepare for use by our franchisees generally. You may use such materials in any local marketing. You will pay for all associated costs.

Brand Development Fund. We have established a fund to pay for a brand development program, which is supported by a fee that is currently 1% of Gross Revenues per month. We reserve the right to require you to pay up to 2% of your Gross Revenues. (Franchise Agreement Section 8(a)(ii)(A) and 8(b)).

We have the sole discretion to determine where the Brand Development Fund contributions will be spent to promote, enhance, or further the growth of the RESOURCE ROOM brand, schools, and System, including, but not limited to: research; promotional marketing, public relations, and advertising expenses to promote the brand; hiring marketing, public relations and advertising agencies, or in-house personnel to assist in developing THE RESOURCE ROOM brand name; developing, evaluating, or using technologies that we believe may benefit the brand, the customers, the franchisees, or the brand's reputation; developing new curricula and new franchisee revenue sources; expenses associated with listings on websites, contest registrations, digital marketing content, influencer marketing, radio, billboards, TV, print, or internet advertising, and events and promotions designed to garner media attention and promote the brand name; expenses associated with conducting market research; travel expenses in connection with promotions and marketing meetings, training, development of trademarks and trademarked materials; production of marketing, public relations, or digital or social media content, including, but not limited to, advertisements, coupons, and other promotional materials; expenses incurred in developing and maintaining non-franchise sales portion of any Online Presence; and expenses incurred in using search engine optimization, pay-per-click, or other digital marketing software, services, or companies to help promote the brand. While we do not anticipate that any part of contributions will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the Brand Development Fund for public relations or recognition of THE RESOURCE ROOM brand, for the creation and maintenance of a website or Online Presence, a portion of which

can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating “Franchises Available” or similar language.

We are not required to make expenditures for you that are equivalent or proportionate to your Brand Development Fund contributions or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising.

In our prior fiscal year, we did not collect or expend any funds from the Brand Development Fund. Our company-owned outlets are not required to contribute to the Brand Development Fund on the same basis as you. Other franchisees’ Brand Development Fund contributions may be calculated at a different rate or on a different basis and, under limited circumstances, certain franchisees may not be required to pay Brand Development Fund fees. We have the sole discretion to settle or forgive any accrued and unpaid Brand Development Fund contributions owed by a franchisee. Currently, the Brand Development Fund contributions are payable to us. We reserve the right to establish in the future a nonprofit corporation or other business entity to collect Brand Development Fund contributions from our franchisees. The Brand Development Fund is administered by our accounting and marketing personnel under our direction. Unless required by state law, we are not required to provide you with any accounting of or financial statements relating to the expenditures of the Brand Development Fund. The Brand Development Fund is not audited.

Brand Development Fund monies not spent in the fiscal year in which they accrue are carried forward to cover marketing expenses in future years. Although the Brand Development Fund is intended to be perpetual, we may terminate it at any time. We will not terminate the Brand Development Fund, however, until all money in the Brand Development Fund has been spent for marketing purposes, promotional purposes, student technology purposes, or returned to the contributors of the Brand Development Fund on the basis of their respective contributions. We may have the Brand Development Fund borrow from us or other lenders to cover any Brand Development Fund deficits. We may have the Brand Development Fund invest any surplus for the Brand Development Fund’s future use.

Other Advertising by Franchisor. We may use our own funds from time to time to conduct advertising. We will have the sole discretion to determine products and geographical markets to be included, and the medium employed. We do not have any obligation to supply you with any advertising or promotional materials produced by or for us at our sole expense.

Advisory Council. We currently do not have an advisory council composed of franchisees that advises us on advertising policies. If we form or approve an advisory council, you must participate. Any advisory council would not have decision-making power. It would be advisory only. We have the right to form, change or dissolve any advisory council.

Local Advertising Requirement. We require that you spend at least 1% of your Gross Revenues annually on local advertisement. This requirement begins the date your Center opens. We will require that you submit documentation at least quarterly to us to verify to us that you are meeting this requirement. In the event that you spend less than 1% of your annual Gross Revenues on local advertisement, we will require that you pay the Brand Development Fund the difference between

the required 1% Gross Revenues local advertising requirement and the amount you actually spent on local advertising. (Franchise Agreement Section 8(a)(ii)(B))

Grand Opening Advertising. You must spend at least \$7,500 on grand opening advertising, marketing, and promotional items during the time period that begins 60 days before you open for business and ends 60 days after. This amount will not count toward the 1% Gross Revenues you must spend on local advertising per year. We must approve your uses of the grand opening advertising money. You may choose to spend more money. (Franchise Agreement Section 8(a)(i)).

Local Advertising Cooperatives. While we have not yet established any local advertising cooperatives, we have the right to require that cooperatives be formed, changed, dissolved, or merged. The membership of the cooperative is likely to be defined regionally and will be made in our sole discretion. If you are required to participate in a cooperative, the amount of your contribution is established by the cooperative, up to a maximum fee of 1% of Gross Revenues. Franchisees and franchisor- or affiliate-owned outlets will contribute at the same rate as other members in the cooperative. Each cooperative is required to adopt written governing documents which are available for your review. Each cooperative would determine its own voting procedures; however, each THE RESOURCE ROOM Center is entitled to one vote in any local advertising cooperative in which it is a member. The members and their elected officials are responsible for administration of the cooperative. All members of the cooperative will contribute amounts according to the rules established by the members of the cooperative. Cooperatives are required to prepare quarterly and annual financial statements and these will be available to all businesses in the cooperative. The cooperative is not a trust fund. We and our affiliates have no fiduciary duty to you or any franchisee in connection with the collection or use of the cooperative monies or any aspect of the operation of the cooperative. We have the sole discretion to exempt any THE RESOURCE ROOM centers from the requirement to participate in a cooperative. (Franchise Agreement Section 8(c).)

COMPUTER SYSTEMS

You must obtain and use the Computer Systems we require from time to time. “Computer Systems” means hardware; electronics; computer systems; mobile devices; applications; software, online services, and cloud-based systems; communications links, systems, providers, and applications; robotics; automation and other technologies available now or developed in the future. We may modify specifications for and components of the Computer Systems. Our modification of specifications for the Computer Systems might require you to purchase, lease, and/or license new or modified Computer Systems and to obtain service and support for the Computer Systems. There are no limitations on the frequency or cost of your obligations to change, upgrade, and update your Computer Systems. We have no obligation to provide ongoing maintenance, repairs, upgrades, or updates to your Computer Systems.

Currently, the required equipment consists of a POS System as outlined in the Brand Standards Manual, which includes the Square Space online payment system. There is no initial cost to set-up the POS System. You will pay a monthly fee thereafter. Additionally, you are required to have (3-5) laptops or desktops that meets our specifications, (2-3) office printers, (5-7) Chrome books for the students and high speed internet access. The exact number of equipment you will purchase

will likely vary depending on the customer capacity and layout of your Center. We will provide you with a unique email addresses for use in your Center. If you request more email addresses, we will charge you an additional fee. You will also be required to utilize the Google Suites and Google Drive subscriptions. We estimate that it will cost \$ 1,500 to \$2,500 per year to maintain the current Computer Systems, although we do not currently require any specific maintenance program. The data generated and stored on these Computer Systems includes customer data, customer appointments and employee schedules, financial and accounting information, marketing information, business operational data, and payment information.

We may develop proprietary or non-proprietary Computer Systems. Accordingly, we may require that you enter into a license agreement with us or our affiliate, which may require you to pay us commercially reasonable fees and/or enter into license agreements directly with vendors. Additionally, if we enter into a license agreement with a vendor and sublicense the Computer Systems to you, we may charge you for all amounts we pay to the vendor based on your use, plus a reasonable amount to compensate us for the services that we or our affiliate provide.

Despite the fact that you must buy, use, and maintain the Computer Systems according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer Systems; (2) the manner in which your Computer Systems interface with our and any third party's computer system; and (3) any and all consequences if the Computer Systems are not properly operated, maintained, and upgraded.

We recommend that you back up your data locally, which may require you to purchase a "back-up" subscription service. We are not responsible under any circumstances for any malfunction or "crash" of the Computer Systems we require, recommend, provide, or approve, including for any Center data lost as a result of that malfunction or "crash."

You will grant us and we will have access to the information collected by your Computer Systems. There are no other contractual limitations on our right to access your Computer Systems for this information and data. You must disclose to us any passwords or codes associated with the Computer Systems. We have the free and unfettered right to independently retrieve any data and information from your Computer Systems as we, in our sole discretion, deem appropriate.

ITEM 12. TERRITORY

We will grant to you a protected territory that we designate in the Franchise Rider (Attachment 1 to the Franchise Agreement) ("Territory"). Typically, that Territory will consist of the smaller of (i) an area containing approximately 25,000 children (ages 5-19), as determined by the latest U.S. Census, or other data we deem reliable, at the time the franchise agreement is signed, or (ii) the area that is within a 5-mile radius of your Center. You will operate your Center at an approved location within your Territory. We reserve the right to grant you a Territory with a smaller or greater population, as mutually agreed upon by you and us. Your Territory is protected only to the extent that we will not establish or operate, or license any other person to establish or operate a brick-and-mortar THE RESOURCE ROOM-branded Center (other than a Non-Traditional Center, as defined below) within your Territory, as long as you are not in default under your Franchise Agreement. Your Territory excludes malls, hospitals, hotels, transportation centers, airports, parks (including theme parks), sports arenas, trucks, carts, vans, limited access venues,

and similar venues (“Non-Traditional Location”). We may operate or license another to operate a THE RESOURCE ROOM Center within a Non-Traditional Location (a “Non-Traditional Center”) within your Territory.

You will not receive an exclusive Territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The franchised business is to be operated as a Center in which you offer instructional and recreational STEM-based products and services, and provide Center services onsite. Currently, you will also have the option to host virtual classes at your Center and distribute them through videoconferencing platforms to remote students who originally registered on site at your Center. You may only offer virtual classes to those student that have registered on-site at your Center and may not offer virtual classes to student who sign up online or through alterative channels. You must offer and sell approved products and services only from the Center, except as authorized by us in writing, and only in accordance with the requirements of the Franchise Agreement and the procedures set forth in the Brand Standards Manuals. You may provide goods and services to the customers who come to your Center or sign up for virtual classes hosted by your Center.

You have no right to sell your products or goods by mail order catalog sales, computer, telemarketing, mobile application, and/or internet marketing. We retain the right to control all online sales. You may not advertise or market outside your Territory unless we give you prior written permission. You may not advertise or market in the territory of another THE RESOURCE ROOM location. If you obtain our prior written permission to engage in any off-premises or out-of-Territory activities, you must follow our policies regarding them. If we grant you permission to sell goods and services outside of your Territory or off-premises, you do not gain any territory or exclusivity rights. We have the right to terminate or suspend your approval to conduct any out-of-Territory or off-premises activities.

Rights Reserved by Us: Regardless of either proximity to your Territory or your Center, or any actual or threatened impact on sales of your Center, we retain the right all rights not expressly granted to you, including, among others, to: (a) use the Proprietary Marks and System in connection with establishing and operating THE RESOURCE ROOM businesses at any location outside the Territory; (b) use the Proprietary Marks or other marks in connection with selling or distributing any goods (including branded merchandise or product) or services anywhere in the world (including within the Territory), whether or not you also offer them, through channels of distribution other than a brick-and-mortar THE RESOURCE ROOM-branded Center, including, for example, mobile applications, kiosks, carts, catalogs, mail order, or the Internet or other electronic means and at limited-time events at locations within the Territory; (c) acquire, establish or operate, without using the Proprietary Marks, any business of any kind at any location anywhere in the world (including within the Territory); (d) use the Proprietary Marks in connection with soliciting or directing advertising or promotional materials to customers anywhere in the world (including within the Territory); and (e) establish or operate, or license other persons to establish or operate, a Non-Traditional Center anywhere in the world (including within the Territory). Although we do not presently sell products, services, or franchises other than under the trademarks,

we have the right to do so. If we decide in the future to exercise any of these rights, we will not be obligated to compensate you for such sales made inside your Territory.

Miscellaneous: You may not establish more than one THE RESOURCE ROOM business in your Territory without entering into a separate Franchise Agreement. We do not grant under this disclosure document any option, right of first refusal, or similar right to acquire additional franchises. You may not relocate the business premises without our written approval. Your rights to the Territory granted under the Franchise Agreement are not contingent upon achieving a certain sales volume, market penetration, nor any other contingency and cannot be altered during the Initial Term or Renewal Term of the Franchise Agreement, unless you breach the Franchise Agreement. In the event of breach under the Franchise Agreement, we have the right to modify your Territory and its protections

ITEM 13. TRADEMARKS

Holding Co. owns all of the trademarks used by our franchisees. By a license agreement effective February 23, 2024, Holding Co. has granted THE RESOURCE ROOM LEARNING CENTER LLC a license to use and sublicense to our franchisees all of Holding Co.'s trademarks and service marks that are or may be associated with the System ("Trademark License Agreement"). The trademarks and service marks listed below and any additional trademarks and service marks are referred to herein as the "Proprietary Marks." The Trademark License Agreement grants us the right to sublicense the Proprietary Marks to franchise locations. All rights in and goodwill from the use of our Proprietary Marks ultimately accrue to Holding Co. as the trademark owner. If the Trademark License Agreement is terminated, the sublicenses with our franchisees will remain until the termination or expiration of their franchise agreements or renewal agreements. Additionally, all franchise agreements shall automatically be assigned to Holding Co. There are no other agreements currently in effect that significantly limit our rights to use or license the use to franchisees of the trademarks in any manner material to you.

Upon execution of our Franchise Agreement, we will sublicense to you the limited right to use the following Proprietary Marks in the operation of your franchised business, which have been registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

REGISTRATION NO.	REGISTRATION DATE	MARK
6068015	June 2, 2020	
6068011	June 2, 2020	THE RESOURCE ROOM

All necessary affidavits of use and renewal applications will be timely filed when they become due. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or the Trademark Administrator of any state or any court; nor are there any pending infringement, opposition, or cancellation proceedings or material litigation, involving the above Proprietary Marks.

A federal or state trademark or service mark registration does not necessarily protect the use of the concerned mark against a prior user in a given relevant market area. Prior to entering into the Franchise Agreement, you should check and be sure that there are no existing uses of our Proprietary Marks or names or any marks or names confusingly similar to any of them within the market area where you want to do business. If you find any similar names or marks, you must immediately notify us. Any action to be taken in that event is strictly within our discretion.

Your right to use the Proprietary Marks is derived solely from Franchise Agreements entered into between you and us for the purpose of operating a THE RESOURCE ROOM business. You must follow our rules and regulations with respect to the use of the Proprietary Marks. You may not use any Proprietary Mark in connection with any business or activity, other than the business conducted by you pursuant to franchise agreements entered into between you and us, or in any other manner not explicitly authorized in writing by us. You cannot use any of the Proprietary Marks or any other marks, names, or indicia of origin that are or may be confusingly similar to the Proprietary Marks as part of a corporate name or other legal name. All usage of the Proprietary Marks by you and any goodwill established from this usage is to our exclusive benefit. After the termination, non-renewal, transfer, or expiration of the Franchise Agreement, you may not, except with respect to Center businesses operated by you according to Franchise Agreements granted by us, at any time or in any manner identify yourself or any business as a franchisee or former franchisee of, or otherwise associated with, us or use in any manner or for any purpose any Proprietary Mark or other distinguishing signs of our centers or any colorable imitation of same.

You must promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, right to use and to license others to use, or your right to use, the Marks. You must promptly notify us of any claim of apparent infringement or claim of any person to rights in a similar trade name, trademark, or service Mark. We have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks or challenge your use of the Marks or make claims about unfair competition arising out of your use of the Marks. You may not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim.

We reserve the right to substitute different proprietary marks for use in identifying the System and the business operating under it if we, in our sole discretion, determine that substitution of different marks as Proprietary Marks will be beneficial to the System. You must comply with such change, revision, or substitution and bear all expenses associated with them.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or copyright registration, but you can use the proprietary information in our Brand Standards Manuals and our business processes, all of which are trade secrets owned by us. The Brand Standards Manuals are described in Item 11. Although we have filed no applications for a copyright registration for the Brand Standards Manuals or for our curriculum or any code, we claim a copyright and the information is proprietary.

You must strictly limit your employees' access to the trade secrets, proprietary information, and confidential information (collectively, "Confidential Information"). You must share Confidential Information with them only to the extent they have a "need to know" to perform their jobs. All persons to whom you grant access to the Brand Standards Brand Standards Manual or any other Confidential Information, any person who attends any training program we conduct, and all of your managerial employees must sign our form of confidentiality agreement. If you are a partnership, limited liability company or corporation, all of your owners, officers, or directors and any of these individuals' spouses will sign a form of the confidentiality provisions. You must use the Confidential Information only in the manner required by us. You must fully and strictly comply with all security measures required by us for maintaining the confidentiality of the Confidential Information.

If you or your owners, officers, managers, or employees conceive, invent, create, design and/or develop any ideas, techniques, methods, processes or procedures, formulas, products, packaging or other concepts and features relating to business operations, business practices or the training and education in engineering or other STEM fields in connection with the Center (the "Innovations"), you (or they) will be deemed to have assigned all of your (or other) rights, title and interests in the Innovations, including any intellectual property rights, to us. You and your owners, officers, managers and employees also must cooperate with us in connection with protecting the Innovations, including executing any and all instruments and do any and all acts necessary to establish our ownership of the Innovations.

If you reproduce any items or materials suitable for copyright protection, you must make sure that each item bears a copyright notice in the form specified by us. You must use the Confidential Information only in the manner required by us and in no other manner. This information is strictly confidential, and you may not disclose to any person, or use any of that information for any purposes, except disclosure to a person who has signed and delivered to us a confidentiality agreement and only as necessary in connection with the operation of your Center. In addition, you must fully and strictly comply with all security measures required by us for maintaining the confidentiality of all information designated by us as trade secrets.

You will not have the exclusive right to use the Innovations or any of our patents or patent applications, copyrights or Confidential Information, nor will you acquire, by use or otherwise, any right, title or interest in or to the Innovations, the copyrights or the Confidential Information, other than as expressly contained in, and limited by, the Franchise Agreement. Your right to use the Innovations, the claimed subject matter of any patents or patent applications, the copyrights and the Confidential Information is limited and temporary. Upon expiration, non-renewal, transfer, or termination of the Franchise Agreement, you may not, directly or indirectly, use the Innovations,

the claimed subject matter of any patents or patent applications, the copyrights or the Confidential Information in any manner or for any purpose whatsoever.

You must immediately notify us of any conduct that could constitute infringement of or challenge to the Innovations, the patents or patent applications, the copyrights and the Confidential Information. We or our affiliate will decide, with sole discretion, whether to institute any action in connection with infringement of or challenge to the Innovations, the patents or patent applications, the copyrights and the Confidential Information, and will control any proceedings and litigation. Neither we nor our affiliate are not required to protect your right to use the Innovations, the patents or patent applications, the copyrights or the Confidential Information. We will not indemnify you for losses arising out of your use misuse of the Innovations, patents or patent applications, copyrights, or Confidential Information. There are no material determinations of any administrative body or court, no pending proceedings in any administrative body or court, nor any agreements that limit our ability to license any patents or copyrights to you. We do not know of any patent or copyright infringement that could materially affect you.

We or our affiliate may, with sole discretion, modify or discontinue use of the Innovations, the claimed subject matter of any patents or patent applications, the copyrights and the Confidential Information and/or use other information and/or rights in their place. If we decide to do so, you must do so also, at your expense.

During the Initial Term or Renewal Term of the Franchise Agreement, you must maintain, to the extent collected, a current list of the names, home addresses, work addresses, e-mail addresses and telephone numbers of the customers who supply you this information (the "Customer List"). You must provide the Customer List to us upon request. The Customer List will be our property at all times, and you must not disclose the Customer List to any person or entity other than us, or sell the Customer List (or any portion of it) to any person or entity without our express written consent.

You and each of your principals, officers, managers and employees will be bound by certain provisions protecting our proprietary rights.

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

You (or at least one of your owners if you are a corporation or partnership) must personally supervise the day to day operations of the Center. You must devote your personal attention and best efforts to the management and operation of the Center. If you own multiple Centers, you may, however, delegate the day-to-day operation of your Centers to a manager ("Operations Manager"). We must approve your Operations Manager and your Operations Manager must successfully complete our initial training program before assuming any managerial responsibility. The Operations Manager must have a history of teaching k-12 at an accredited school within the last five years. The Operations Manager must execute a confidentiality and non-competition agreement similar to the one you will execute if you purchase a franchise from us. Your Center must, at all times, be staffed with at least one individual who has successfully completed our initial training program. In the event that you operate more than one Center, you must have a properly trained Operations Manager who has been approved by us at each location. You must keep us informed

at all times of the identity of any employees acting as Operations Managers of a Center, and any change in their employment status. We do not require that your Operations Manager have any equity in the franchisee entity or receive any percentage of your revenues or profits.

All personnel employed by you in connection with the operation of your THE RESOURCE ROOM Center must maintain the professional standards we require. All personnel must wear uniforms or other clothing approved by us as further specified in the Brands Standard Manual.

The people you retain to work in your Center will be your agents and employees. They are not our agents or employees and we are not a joint employer of such persons. You will be solely responsible for recruiting and hiring the persons you employ to operate the Center and must determine whom to hire, how many people to hire, retain, and train, and how you will compensate such persons. You are responsible for your employees' and agents' training, wages, taxes, benefits, safety, schedules, work condition, assignments, discipline, and termination. You must comply with all applicable employment laws. We will not operate your Center, direct your employees, or oversee your employment policies or practices.

You must keep your THE RESOURCE ROOM Center open to the public during the hours we designate in the Brand Standards Manual.

You, if the Franchisee is an individual, or the shareholders, officers, directors, partners, and members, if the Franchisee is a legal entity, and all such persons' spouses, must sign our form of non-competition and non-disclosure agreements, as well as personal guarantees of performance in which they will guarantee the performance of the Center's obligations to us. We may also require that your Operations Manager sign non-competition and non-disclosure agreements in the form we require. All of your employees, contractors, or agents who have access to our confidential information must sign non-disclosure agreements in the form we require.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Under the Franchise Agreement, you must offer and sell all services and products we require, as we periodically revise in our sole discretion. This also prohibits you from offering any other services or products, as periodically revised, without first obtaining our written permission. We impose these requirements to control the quality and uniformity of the services and goods you and other franchisees may offer through use of our trade name and trademarks. We have the right to add and delete items from the list of approved products and services. There are no limits on our right to make these changes. Our right to make changes also includes the right to require you to stop offering virtual classes. We reserve the right to charge you a fine up to \$1,000 per occurrence if you sell unapproved services or products, or if you fail to follow our system standards. We reserve the right to establish maximum prices which may be charged based on an analysis of the market and to facilitate advertising and competitive strategies.

If we decide to implement a loyalty program, we reserve the right to require that you participate. You may be allowed or required to participate in these loyalty programs and other franchised locations may not. Decisions on which franchised locations may participate, or are required to participate, in these loyalty programs is purely at our discretion, and will be made based on what

we decide is best for the franchise system and our Marks. Participation will involve honoring the terms and conditions, including prices, we may set. Through the loyalty program, customers may be entitled to a discount on products and services. You will not be entitled to receive payment or be reimbursed for any discounts on products or services offered through the loyalty program.

A THE RESOURCE ROOM franchise relates to the retail operation of a single Center at a specified location. Currently, you may elect to offer virtual classes that are hosted at your Center to students and clients that originally signed up on site at your Center, but we reserve the right to require you to stop offering virtual classes. You may operate the franchised business solely as a children's educational Center business, and you agree not to sell any items through telemarketing, mobile applications, wholesale, mail order catalogs, delivery, trucks or carts, or any other such system. Although there are no restrictions on the retail customers or trade area you may serve from your Center, as a practical matter, you will be limited to serving customers who choose to visit the Center.

You will be obligated to offer and sell those new services and products, and to participate in all local, regional and promotional program initiatives and campaigns adopted by us in which we require you to participate. There is no limit on the number of promotions you may be required to offer during a year or on the amount you would be required to spend. You will not receive any credits or offsets for campaign participation. We have the right to designate which of our franchisees may, or will be required to, participate in new product or service tests, new or modified product or service offerings and other programs and initiatives that we may, from time to time, develop. If we designate you for participation in any such program, initiative or campaign, you must participate when and as required by us. There are no limits on rights to require you to offer and sell those new products or services or to participate in those programs, initiatives and campaigns.

The Franchise Agreement requires you to assign a security interest in certain assets to us as collateral in the event you default on your Franchise Agreement. The pledged assets include accounts, credit card receivables, cash, equipment, and your franchise rights. We will agree to subordinate our rights to the security interest to those rights of a prime lender for the purchase of the franchise and/or development of your THE RESOURCE ROOM Center.

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 AGREEMENT	SUMMARY
a. Length of the franchise term	Franchise Agreement § 2(a)	Initial term is 5 years from the date that you sign your Franchise Agreement.

PROVISION	SECTION IN AGREEMENT	SUMMARY
b. Renewal or extension of the term	Franchise Agreement § 2(b) - (d)	One 5-year renewal terms provided you remain a franchisee in good standing.
c. Requirements for franchisee to renew or extend	Franchise Agreement § 2(b)	You must be in good standing and exercise your option within a window of time. You must provide notice of intention to renew at least nine months prior to the expiration of the each term. You must agree to the terms of the Franchise Agreement then being offered, make required upgrades to your Center, secure a sufficiently long lease term, sign a release, attend training, and pay your renewal fee of \$6,000. Upon each renewal, you may be asked to sign a contract with materially different terms and conditions than your original contract. The royalty rate and protected Territory could be different.
d. Termination by franchisee	Franchise Agreement §§ 2(d) and 17(e)	For cause, if we breach a material provision of the contract and fail to cure 90 days after written notice then you can terminate with 30 days' notice if you are compliant with the terms of your agreement.
e. Termination by franchisor without cause	Not Applicable	We cannot terminate except for cause.
f. Termination by franchisor with cause	Franchise Agreement §§ 17(a), 17(b), and 17(c)	<p>Section 17(a) describes cause for automatic termination. Section 17(b) describes cause for termination upon notice. Section 17(c) describes causes for termination if you fail to cure the default after receiving notice.</p> <p>A default under any Franchise Agreement will be a default under all Franchise Agreements with us.</p> <p>The laws of your state may provide additional rights to you concerning termination of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.</p>

PROVISION	SECTION IN AGREEMENT	SUMMARY
g. “Cause” defined— defaults which can be cured	Franchise Agreement § 17(c)	<p>Noncompliance; failure to timely open, obtain lease, or identify a site; non-payment; unauthorized transfers; threats to public health or safety; misuse of the System or Proprietary Marks; evidence of crime; under-reporting; failure to maintain a good credit rating; failure to provide service in compliance with standards; failure to have sufficient funds in account.</p> <p>Unless we have been through this 2 times already within 12 months or 3 times in a 3-year period, you have 15 days to totally cure after we deliver you a notice of default.</p> <p>A default under any Franchise Agreement will be a default under all Franchise Agreements with us.</p>
h. “Cause” defined non-curable defaults	Franchise Agreement §§ 17(a) and 17(b)	<p>Abandonment; loss of right to the premises or to do business; unauthorized transfers; criminal convictions; failure to transfer upon death or disability; 2 defaults within 12 months or 3 defaults in 3 years; material misrepresentations; failure to comply with covenants; false records or submissions; impair the value of the Chain, Proprietary Marks, or System; liability for discrimination; dishonest dealings with employees; conviction of felonies or misdemeanors involving children; repeated defaults within 6 months; failures of Franchisee and the Operations Manager to satisfy pre-opening obligations; loss of a required license; commencing operations without our approval; operating under unapproved trademarks; bankruptcy, receivership, attachment and the like. A provision in the Franchise Agreement that terminates the franchise upon the bankruptcy of the franchise may not be enforceable under Title 11, U. S. Code Section 101.</p> <p>A default under any Franchise Agreement will be a default under all Franchise Agreements with us.</p>

PROVISION	SECTION IN AGREEMENT	SUMMARY
i. Franchisee's obligations on termination/non-renewal	Franchise Agreement §§ 14, 15, and 18	Cease operations; cease using the System, Proprietary Marks, and proprietary information; return our property; cancel assumed names; cooperate with our lease assignment rights; pay all sums owed to us; pay damages and costs associated with the termination; if applicable due to termination, pay liquidated damages; cooperate with our purchase rights; assign us phone numbers and other accounts; comply with the covenants against unfair competition and protect our trade secrets.
j. Assignment of contract by franchisor	Franchise Agreement § 13(a)	We may freely assign our rights and duties under the Franchise Agreement.
k. "Transfer" by franchisee - definition	Franchise Agreement § 13(b)	The definition of transfer includes issuance, sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation share exchange, and transfer by operation of law.
l. Franchisor's approval of transfer by franchisee	Franchise Agreement § 13(c)(ii)	Our prior written approval is required for all transfers. The franchise can be terminated for non-compliance. We will not unreasonably withhold approval.
m. Conditions for Franchisor's approval of transfer	Franchise Agreement § 13(d)	Transferee must attend and successfully complete our training and execute the Franchise Agreement and collateral agreements in the then-current form. Transferee must refurbish the Center to our then-current specifications and provide required information. You must release us of all claims. Guarantees and share restriction agreements are required if transfer is to a corporation or LLC. You must offer us a 45 day right of first refusal. You must pay us a transfer fee of \$6,000. A purchaser must have a credit rating, moral character, reputation and business qualifications satisfactory to us, and must meet all then current requirements of new franchisees. Exiting owners and franchisees must continue to comply with covenants under the franchise agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Franchise Agreement § 13(c)(i)	45 days. We may assign it to another. We may substitute value for cash.

PROVISION	SECTION IN AGREEMENT	SUMMARY
o. Franchisor's option to purchase franchisee's business	Franchise Agreement: § 18(j)-(l)	We have a 45-day option to purchase your assets upon termination or expiration of the Franchise Agreement for book value. Upon termination you may have to assign your lease and phone numbers to us without compensation.
p. Franchisee's death or disability	Franchise Agreement § 13(g)	Your interest must be transferred to an approved transferee within 6 months after your death or disability.
q. Non-competition covenants during the term of the franchise	Franchise Agreement § 14(a) and (b)	You must not own or otherwise engage in any business that derives 25% or more of its revenue from offering education instruction to children between grades K–12, whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental education services or products. You will be required to get your managerial staff to agree to follow this same non-competition covenant.
r. Non-competition covenants after the franchise is terminated/ expires	Franchise Agreement § 14 (c) and (d)	For 2 years after termination or expiration of the Franchise Agreement, you must not own or engage in any business that derives 25% or more of its revenue from offering education instruction to children between grades K–12, whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental education services or products within 20 miles of your Center or any THE RESOURCE ROOM location. You will be required to get your managerial staff to enter into the same non-competition covenant.
s. Modification of the agreement	Franchise Agreement § 23(e), 23(q)	We reserve the right to amend the Franchise Agreement if a Franchise Agreement change is agreed to by 70% of the then-current franchisees. Otherwise no modifications to the Franchise Agreement other than in writing.
t. Integration/ merger clause	Franchise Agreement § 23(c)	Only the terms of the Franchise Agreement, as applicable, are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.

PROVISION	SECTION IN AGREEMENT	SUMMARY
u. Dispute resolution by arbitration or mediation	Franchise Agreement § 21(a)	Except for certain claims, all disputes not first settled informally or by mediation must be arbitrated in Raleigh, North Carolina, under rules of the American Arbitration Association.
v. Choice of forum	Franchise Agreement §§ 21(a), (b), (h)	AAA, Raleigh, North Carolina; North Carolina courts (if any), which provision is subject to the subjectivity of individual state laws.
w. Choice of law	Franchise Agreement § 21(h)	North Carolina law, except federal Lanham Act and federal Arbitration Act, which choice of law is subject to the subjectivity of individual state laws.

Refer to the state law addendums in Exhibit D for information specific to the laws of your state.

ITEM 18. PUBLIC FIGURES

We use no public figures to promote the 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.

This Item sets forth certain information regarding the performance of the affiliate-owned RESOURCE ROOM centers operating in Staten Island, New York and Holly Springs, North Carolina (collectively “Representative Centers”). The Representative Centers are owned solely by our affiliates. The Staten Island, NY location has been operating since 2017 and Holly Springs, NC location has been operating since 2021. The affiliate-owned and operated RESOURCE ROOM centers included in this financial performance representation are substantially similar to the RESOURCE ROOM center for which we are offering franchises in this disclosure document.

The chart below shows the Gross Revenues of the Representative Centers from January 1, 2023, through December 31, 2023, and from January 1, 2024, through December 31, 2024.

Year	Staten Island, NY Location	Holly Springs, NC Location
January 1, 2024 through December 31, 2024	\$207,804	\$281,200
January 1, 2023 through December 31, 2023	\$263,934	\$235,690

For the purposes of this chart “Gross Revenues” means the total of gross revenue that you derive from the operation of the Center, including, but not limited to, revenue from services rendered by the Center, whether from sales for cash or credit and regardless of the collection thereof. Gross Revenues does not include sales taxes or gift card redemptions. Royalties on gift cards are assessed when the gift card is sold, not redeemed.

Some outlets sold this amount. Your individual results may differ. There is no assurance you will sell as much. Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting our President, in writing at 2100 Crossway Ln., Holly Springs, North Carolina 27540, (984) 777-1244, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary for years 2022, 2023, and 2024

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company Owned	2022	2	2	0
	2023	2	2	0
	2024	2	2	0
Total Outlets	2022	2	2	0
	2023	2	2	0
	2024	2	2	0

Table 2
Transfers from Franchisees to New Owners (Other than the Franchisor)
For Years 2022, 2023, and 2024

STATE	YEAR	NUMBER OF TRANSFERS
New York	2022	0
	2023	0
	2024	0
North Carolina	2022	0
	2023	0
	2024	0
Totals	2022	0
	2023	0
	2024	0

Table 3
Status of Franchised Outlets
For Years 2022, 2023, and 2024

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERM-INATIONS	NON-RENEWALS	OUTLETS REACQUIRED BY FRANCHISOR	CEASED OPERATIONS—OTHER REASONS	OUTLETS AT END OF THE YEAR
New York	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
North Carolina	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For Years 2022, 2023, and 2024

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEE	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
New York	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEE	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
North Carolina	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Totals	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024y	2	0	0	0	0	2

Table 5
Projected Openings as of December 31, 2024
For Year 2025

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY- OWNED OUTLETS IN THE NEXT FISCAL YEAR
New York	0	0	0
North Carolina	0	0	0
TOTALS	0	0	0

Among the attached Exhibits you will find:

Exhibit B-1 CENTER DIRECTORY/Listing of Current Franchisees lists the names of all current franchisees and the addresses and telephone numbers of their outlets as of the Effective Date.

Exhibit B-2 LISTING OF CERTAIN PAST FRANCHISEES lists the name, city, state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this FDD.

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

There are no independent franchisee organizations that have been asked to be included in this disclosure document.

Within the past three years, we have not signed any confidentiality agreements with our franchisees limiting their communication with you.

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit C is our audited balance sheet as of December 31, 2024. Because we have not been franchising for 3 years or more, we do not have 3 years of audited financial statements. Our fiscal year ends December 31.

ITEM 22. CONTRACTS

A copy of the following contracts or documents are also attached as Exhibits hereto:

- | | |
|-----------|---|
| Exhibit A | THE RESOURCE ROOM FRANCHISE AGREEMENT with Attachment 1 (Franchise Rider), Attachment 2 (Lease Rider), Attachment 3 (Internet, Social Media, and Telephone Assignment), Attachment 4 (Guaranty), Attachment 5 (Nondisclosure and Noncompetition Agreement), and Attachment 6 (Nondisclosure and Non-solicitation Agreement) |
| Exhibit F | Sample General Release Agreement |
| Exhibit G | ACH Transfer Agreement |
| Exhibit H | Sample First Addendum to Renewal Franchise Agreement |
| Exhibit I | Sample Agreement and Conditional Consent to Transfer |

ITEM 23. RECEIPT

You will find copies of a detachable receipt in EXHIBIT L at the very end of this disclosure document. Please sign both acknowledging receipt of this disclosure document and return one of them to us for our files.

EXHIBIT A
FRANCHISE AGREEMENT

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Attachment 6 -- Nondisclosure and Non-Solicitation Agreement	

THE RESOURCE ROOM LEARNING CENTER LLC FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into as of _____ by and between THE RESOURCE ROOM LEARNING CENTER LLC, a North Carolina limited liability company (“Franchisor”), and _____, a _____, (“Franchisee”). If the Franchisee is a corporation, partnership, limited liability company or other legal entity, certain provisions to this Agreement also apply to its owners (“Owners”).

RECITALS:

A. Franchisor has expended time, money and effort to develop a unique system for operating children’s education Centers with proprietary grade level curriculum that teaches individualized educational programs for children and that offers STEM camps and STEM nights for children providing a unique hand-on learning experience. (The methods of operation, know how, experience and form of operation acquired, devised and/or established by Franchisor are referred to herein as the “System”; the chain of current and future THE RESOURCE ROOM Centers are referred to herein as the “Chain.”)

B. The distinguishing characteristics of the System include the name “THE RESOURCE ROOM”, unique methods and procedures, specially designed premises with distinctive décor, equipment, layouts, interior and exterior accessories, color schemes, products, services, proprietary marks, information, the Brand Standards Manual (defined below), methods of operation, management programs, training and assistance, and advertising and promotional programs, all of which Franchisor may improve, amend, and further develop from time to time.

C. Franchisor has the right to license certain service marks, trade names and trademarks, including, but not limited to, the “THE RESOURCE ROOM” trademark as well as certain other trademarks, service marks, slogans, logos and emblems which have been and which may hereafter be designated by Franchisor for use in connection with the System (the “Marks”).

D. Franchisee desires to obtain a license from Franchisor for use of the Marks and the System solely for the operation of a business at the location listed below (the “Center”), and Franchisee desires to use the Marks, the System, other benefits derived from this franchise relationship strictly in accordance with the provisions set forth below.

NOW, THEREFORE, in consideration of the recitals and the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant.

Franchisor hereby grants to Franchisee, on the terms and conditions contained in this Agreement, and Franchisee accepts from Franchisor, a license (“License”) to establish, own, and operate under the System, one (1) Center at the location (“Location”) specified in the Franchise Rider (“Franchise Rider”) attached hereto as Attachment 1. Franchisee agrees to identify the Center and all of the items and services Franchisee sells or offers for sale only by the Marks.

Franchisee has no right to use the System or the Marks for any purpose other than as expressly provided herein.

Pursuant to this grant, Franchisee, at its own expense, shall construct or remodel, and equip, staff, open and operate the Center at the Location, in accordance with this Agreement. Unless otherwise agreed in a writing executed by Franchisor, Franchisee shall commence operating the Center within one (1) year after the execution of this Agreement, and shall diligently operate such business in accordance with this Agreement for the Term stated herein. Failure to timely open the Center shall constitute an event of default under the Agreement.

Franchisor and Franchisor's affiliates reserve any and all rights not expressly granted to Franchisee under this Agreement, including, without limitation, the right to sell anywhere (including within the protected Territory) products and services (including to Franchisee's customers) under the "THE RESOURCE ROOM" name, or under any other name, through any channel of distribution other than a brick-and-mortar Center in the protected Territory (other than a Non-Traditional Center). For the purposes of this Agreement, the use of the term "affiliate" shall mean an entity's subsidiary or parent and an entity controlled by, controlling, or under common control with, another entity.

2. Term, Expiration, and Additional License Period.

(a) **Initial Term.** The initial term of this Agreement shall commence upon the execution of this Agreement, and shall expire at midnight on the day preceding the fifth annual (5th) anniversary date of the execution of this Agreement (the "Term" or the "Initial Term"), unless this Agreement has been sooner terminated in accordance with the terms and conditions herein.

(b) **First Additional License Period.** Upon expiration of the Initial Term, Franchisee will have the right to be granted a renewal of the License for one (1) additional consecutive period of five (5) years from the date of expiration of the Initial Term (the "First Renewal Term"), provided the following conditions have been met prior to the expiration of the Initial Term:

(i) **Notice.** Franchisee has given Franchisor written notice of its intent to renew the License not less than nine (9) months nor more than twelve (12) months prior to the expiration of the Initial Term;

(ii) **Compliance.** Franchisee is not in default of any of the provisions of this Agreement or any other agreement between Franchisee and Franchisor or its affiliates, both at the time Franchisee gives notice of its intent to exercise its rights under the terms of this Section 2(b) and at the commencement of the First Renewal Term;

(iii) **Debts Current.** All debts and obligations of Franchisee under this Agreement shall be current, including but not limited to Franchisee's obligations to make contributions to the Brand Development Fund (as defined herein) and each Cooperative (as defined herein) of which Franchisee is a member;

(iv) **Notice of Default.** Franchisee has not received more than two (2) notices of default during any consecutive twelve (12) month period during the Initial Term;

(v) **Renewal Agreement.** Franchisee, its Owners, and its guarantors execute and deliver to Franchisor, within thirty (30) days after delivery to Franchisee, the then-current form of THE RESOURCE ROOM franchise agreement and ancillary agreements, which agreements shall supersede this Agreement in all respects, and the terms, conditions, obligations, rights, and other provisions of which may be substantially and materially different from those spelled out in this Agreement (including for example, different performance standards, fees structures, increased fees, and/or reduced territory protections);

(vi) **Renewal Fee.** Franchisee has paid to Franchisor a renewal fee of SIX THOUSAND DOLLARS (\$6,000), which fee shall be due in immediately available funds upon the execution of the new franchise agreement;

(vii) **Release.** Franchisee; Owners; guarantors of the Franchisee; for themselves and on behalf of their respective predecessors, parents, affiliates, subsidiaries, shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, personal representatives, heirs, executors, administrators, successors, and assigns (collectively, "Releasors") execute and deliver to Franchisor a general release, in the form prescribed by Franchisor, releasing, to the fullest extent permitted by law, all claims that Releasors may have against Franchisor; Franchisor's predecessors, parents, affiliates, and subsidiaries; and their respective shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, guarantors, successors, and assigns, in both their corporate and individual capacities;

(viii) **Renovating.** Franchisee shall make or provide for in a manner satisfactory to Franchisor, such renovation, upgrading, and re-equipping of the Center as Franchisor may require, including, without limitation, renovation, upgrading, or replacement of signs, equipment, furnishings, technology, Computer Systems (as defined in Section 11 below), fixtures and decor, to reflect the then-current standards and image of the System;

(ix) **Maintain Possession.** Franchisee presents satisfactory evidence that Franchisee has the right to remain in possession of the Location for the duration of the First Renewal Term, unless Franchisor determines that the location of Franchisee's business is no longer viable for the operation of Franchisee's Center, in which case Franchisor may condition Franchisee's right to renew on Franchisee's obtaining a new site for Franchisee's Center that Franchisor accepts; and

(x) **Current Training.** Franchisee complies with Franchisor's then-current training requirements.

If Franchisee fails to perform any of the acts set forth in paragraphs (i) through (x) of this subsection in a timely fashion, such failure will be deemed an election by Franchisee not to exercise its right to enter into a renewal franchise agreement, and will cause Franchisee's right to enter into a renewal franchise agreement to expire without further notice or action by Franchisor.

(c) **Expiration.** Renewal of the License after the Initial Term shall not constitute a renewal or extension of this Agreement, but shall be conditioned upon satisfaction of the above

provisions and shall, upon expiration of the Initial Term, be governed by the Franchise Agreement then executed by Franchisee. If Franchisee fails to meet any of the conditions under this Section 2 with respect to renewal of the License, then the License shall automatically expire at the end of the Initial Term, as applicable. Subject to the requirements of this Section 2, Franchisee may only be granted a maximum of one (1) Renewal Term. Franchisee will have no further rights to operate the Center following the expiration of the final Renewal Term unless Franchisor grants Franchisee another franchise or agrees to further renewals, in Franchisor's sole discretion. As necessary, the renewal franchise agreement may be amended to reflect this provision. If this Agreement is a renewal agreement, the renewal provisions in Franchisee's original franchise agreement will dictate the length of the term of this Agreement as well as Franchisee's remaining renewal rights, if any.

(d) **Continued Operation Following Expiration.** Unless Franchisee exercises its option to renew the License granted under this agreement in accordance with this Section 2, Franchisee has no right to continue to operate the Center after the expiration date. If Franchisor permits Franchisee to continue to operate the Center after the expiration date, but before the execution by Franchisee of a renewal franchise agreement for a new Renewal Term as required by Section 2(b) and 2(c) above, then the temporary continuation of the Center will be on a month-to-month basis, and will be terminable at Franchisor's will by giving Franchisee written notice of termination at least thirty (30) days before the termination is effective. If Franchisor allows Franchisee to continue to operate the Center on a month-to-month basis after termination, non-renewal, or expiration of this Agreement for any reason, then Franchisee must pay to Franchisor monthly an additional fee equal to one hundred fifty percent (150%) of the Royalty due for the same month for every month of month-to-month operation after the Expiration Date, up to Franchisor's then-current initial franchise fee, which fee shall be in addition to Royalty, Brand Development Fund contributions, and any other payments due to Franchisor under this Agreement. If applicable law requires a longer notice period, the thirty (30)-day period will be deemed modified to be the shortest notice period required by such laws.

(e) **Notice.** If applicable law requires that Franchisor gives notice of expiration or non-renewal to Franchisee prior to the expiration of the Initial Term or any Renewal Term, this Agreement shall be deemed to remain in effect on a month-to-month basis until Franchisor has given to Franchisee that notice of expiration or non-renewal so required and the applicable period required to pass before the notice becomes effective shall have expired.

3. Required Franchise Fees and Payments.

(a) **Initial Franchise Fee and Royalties.** In consideration of Franchisor's execution of this Agreement and the services that Franchisor will perform, Franchisee agrees to pay to Franchisor the following fees in such manner as Franchisor may from time to time designate and on the due dates specified below, in the Franchise Rider, or as otherwise designated by Franchisor (each a "Due Date"):

(i) **Initial Franchise Fee.** Franchisee agrees to pay an initial franchise fee in the amount set forth on Attachment 1 hereto ("Initial Franchise Fee"). The Initial Franchise Fee shall compensate Franchisor for Franchisor's pre-opening obligations under this Agreement, which include, but are not limited to, assistance in site selection, training of Franchisee in operating the Center, establishment of vendor relationships, providing

Franchisee with a copy of Franchisor's Brand Standards Manual, and other consulting and support associated with pre-opening services ("Pre-Opening Services"). The parties recognize the value of the Initial Franchise Fee approximates the market value of the pre-opening services. The Initial Franchise Fee shall be deemed fully earned upon conclusion of the Pre-Opening Services. The Initial Franchise Fee shall not be refundable in any circumstance.

(ii) **Royalty.** In consideration of the grant of the License and in consideration of Franchisor's ongoing services to Franchisee, Franchisee agrees to pay to Franchisor a monthly continuing royalty fee (the "Royalty"), as set forth on Attachment 1 attached hereto. The Royalty is due and payable in monthly installments on or before the fifth (5th) day of each month during the Term for the sales occurring during the preceding calendar month, or on such other Due Date Franchisor designates with thirty (30) days' advanced written notice to Franchisee. The Royalty shall commence on the earliest of the following dates: (1) the first day of the seventh (7th) month following the execution of this Agreement; (2) the day the Center begins earning revenue (whether that be at the Premises or through the virtual classes); or (3) the day the Premises opens for business.

(iii) **Technology Fee.** On each Due Date, Franchisee will be required to pay Franchisor's then-current fee for the development and, implementation, and maintenance of technologies for use at the Center ("Technology Fee"). The Technology Fee shall be, ONE HUNDRED DOLLARS (\$100) per month due in the same manner and time as set forth in Section 3(a)(ii). Franchisor reserves the right to modify, amend, delete, or add to the technologies, goods, and services provided for the Technology Fee. Franchisor has the right to increase the Technology Fee with thirty (30) days' notice to Franchisee based on supplier pricing increases, modification to or upgrades of the technology used in the System, and introduction of new technology; provided, however, that the Technology Fee shall not exceed THREE HUNDRED DOLLARS (\$300) per month. The Technology Fee shall commence on the earliest of the following dates: (1) the first day of the seventh (7th) month following the execution of this Agreement; (2) the day the Center begins earning revenue (whether that be at the Premises or through the virtual classes); or (3) the day the Premises opens for business.

(iv) **Supplier Fees.** If Franchisor or its affiliate is the designated supplier for any required product or service for the Center (including but not limited to Computer Systems, marketing, website services or specified or proprietary curriculum), Franchisee shall pay Franchisor's or its affiliate's then-current rates for such products or services.

(v) **Shared Fees.** Franchisor reserves the right to have suppliers bill it or an affiliate for goods and services that benefit the system of THE RESOURCE ROOM franchisees. Franchisee agrees to pay Franchisor its pro rata share of these goods and services costs and fees.

(b) **Franchisee's Account.** On each Due Date, Franchisee must pay Franchisor the fees set forth above, as well as any other amounts due to Franchisor under this Agreement or any other agreement between Franchisor and Franchisee. Franchisor may instead transfer these amounts due from the Franchisee's bank operating account ("Account"). Franchisee's sales report, in the form designated by Franchisor, shall be submitted to Franchisor on or before the fifth day

of each month during the Term or such other date determined by Franchisor with thirty (30) days' advanced written notice to Franchisee. If a transfer from Franchisee's Account is refused, an administrative fee of TWO HUNDRED AND FIFTY DOLLARS (\$250) will be assessed, as well as reimbursement to Franchisor of any fee its bank charges for uncollected deposit funds. If Franchisee has not reported Gross Revenues to Franchisor for any fiscal period, Franchisor may transfer from the Account an amount calculated in accordance with Franchisor's estimate of the Gross Revenues during the fiscal period. If, at any time, Franchisor determines that Franchisee has underreported its Gross Revenues, or underpaid the Royalty or other amounts due to Franchisor under this Agreement, or any other agreement, Franchisor may initiate an immediate transfer from the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided in this Agreement. Any overpayment will be credited to the Account effective as of the first reporting date after Franchisor and Franchisee determine that such credit is due. Alternatively, Franchisor shall have the right in lieu of the Royalty report submission procedure outlined above to obtain the Gross Revenues directly by accessing Franchisee's Computer Systems or requiring Franchisee to submit reports to Franchisor from Franchisee's Computer Systems.

Franchisor may, but is not obligated to, require Franchisee to remit payment of the Continuing Royalty and other fees by electronic funds transfer ("EFT"). In connection with payment of the Royalty by EFT, Franchisee shall: (1) comply with procedures specified by Franchisor in the Brand Standards Manual; (2) perform those acts and sign and deliver those documents as may be necessary to accomplish payment by EFT as described in this Section 3; (3) give Franchisor an authorization in the form designated by Franchisor to initiate debit entries and/or credit correction entries to the Account for payments of the Royalty and other amounts payable under this Agreement, including any interest charges; (4) make sufficient funds available in the Account for withdrawal by EFT no later than the Due Date for payment thereof; and (5) maintain a single bank account to make all payments required by this Agreement. Franchisee must advise Franchisor at least fifteen (15) business days prior to any change in Franchisee's bank account or financial institution; no such change will be permitted without the prior written authorization of Franchisor. To ensure the orderly electronic transfer of the Royalties and all other fees as outlined in this Section 3, Franchisee will enter into and maintain a banking agreement with the financial institution which will be responsible for the transfer and payment of the fees owed by Franchisee to Franchisor, and a copy of that agreement will be submitted to Franchisor prior to the effective date of this Agreement. Franchisee shall not withhold any payments required to be made under this Agreement on any grounds, including any allegations of Franchisor's non-performance.

Failure by Franchisee to have sufficient funds in the Account shall constitute a default of this Agreement and may subject this Agreement to termination for cause as hereinafter set forth. If Franchisee is delinquent in the payment of any obligation to Franchisor, its subsidiaries, affiliates or designees, then Franchisor (or such subsidiaries, affiliates or designees), will have the right to apply any payment from Franchisee to any obligation due, including the oldest obligation due, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to such application. For the avoidance of doubt, Franchisor has the right to offset the payments owed to or amounts collected on behalf of Franchisee.

(c) **Inflation Adjustments.** Franchisor and its affiliates reserve the right to increase the amount of any fee provided for hereunder, including, without limitation, the Royalty, due Franchisor or an affiliate under this Agreement or a related agreement ("Inflation Adjustment"). An Inflation Adjustment shall be in relation to the changes in the Consumer Price Index (U.S.

Average, all items) maintained by the U.S. Department of Labor, the cost-of-living-adjustment ("COLA") using the COLA factors determined by the United States Department of Labor, or such other measure determined reliable by Franchisor. Franchisor will notify Franchisee of the amount or percentage adjustment thirty (30) days prior to their effective date.

(d) **No Offset or Retention of Funds.** Franchisee may not offset or withhold payments owed to Franchisor or any of its affiliates for amounts purportedly due to Franchisee as a result of any dispute of any nature or otherwise, but will pay such amounts to Franchisor or its affiliates and only thereafter seek reimbursement.

(e) **Late Fees and Interest.** If Franchisee fails to pay the full amount of any fee due to Franchisor under this Agreement on the Due Date of such fee, Franchisee shall pay a late fee equal to Ten Percent (10%) of each payment that is overdue and interest on the amount due and unpaid at an interest rate equal to the lower of Two Percent (2 %) or the maximum interest rate allowed by law. Additionally, if Franchisee has insufficient funds to cover the electronic transfer when initiated by Franchisor, Franchisee shall pay an administrative fee of TWO HUNDRED AND FIFTY DOLLARS (\$250).

4. **Franchisor Services.**

(a) **Franchisor Services.** During the Term, Franchisor agrees to provide to Franchisee the following services:

(i) **Specifications, Standards, and Approved Suppliers.** To the extent Franchisor has specifications, approved suppliers, or designated suppliers, Franchisor shall provide Franchisee with specifications and/or a list of required or approved suppliers for any required or recommended goods or services to be used in connection with the Center; provided that Franchisor reserves the right to amend and/or modify such specifications or supplier lists at any time. To the extent Franchisor has standards and specifications for them, Franchisor shall provide Franchisee with standards and specifications for all goods and services to be provided at the Center;

(ii) **Design.** Franchisor shall provide Franchisee with specifications for the design of the Center, colors, and standard plans;

(iii) **Initial Training Program.** Franchisor shall provide Franchisee with a pre-opening training program for the Operations Manager (as defined in Section 11(a)), and such other persons as Franchisor may reasonably designate, and such other training for employees of Franchisee at the locations and for such periods as may be designated by Franchisor from time to time; provided that Franchisee shall be responsible for all expenses incurred by such persons in connection with training, including, without limitation, all cost of travel, lodging, meals and wages. Notwithstanding the foregoing or anything in this Agreement to the contrary, Franchisor shall not be obligated to provide Franchisee with a pre-opening management training program if this Agreement is for the second or subsequent THE RESOURCE ROOM Center to be opened by Franchisee (and/or any of its affiliates);

(iv) **Email Accounts.** Franchisor shall provide Franchisee with one (1) email account for the Center. If Franchisee requests any additional accounts, Franchisee shall pay Franchisor's costs and expenses in providing the additional accounts.

(v) **Advice.** At Franchisee's reasonable request, Franchisor will promptly provide such advice and information as it considers reasonably appropriate to assist Franchisee with all methods and procedures associated with the System marketing and advertising; management and administration, the use of the System or any changes to it and the use and application of products and services. Franchisee understands and agrees that such advice and information may be rendered by phone, video conference, electronically, through the Brand Standards Manual, training and/or by such other means as Franchisor deems appropriate in its sole discretion. Franchisor may, in its discretion, convene meetings of franchisees as it considers necessary or appropriate, in its discretion. If Franchisee requests advice, information, or assistance at a level greater than what is provided to other franchisees, Franchisor reserves the right to charge Franchisee its then-current training fee;

(vi) **Additional Training.** In Franchisor's sole discretion and/or at the request of Franchisee, Franchisor may offer additional or supplemental training. Franchisee shall be responsible for all expenses incurred by such persons in connection with additional or supplemental training, including, without limitation, all cost of travel, lodging, meals and wages. If Franchisee requests or needs additional training or would like to send additional personnel to the initial training program, Franchisee shall be required to pay Franchisor's then-current training fee of FIVE HUNDRED DOLLARS (\$500) per day per person to Franchisor. Franchisor also reserve the right to charge an additional fee and to require attendance at additional trainings;

(vii) **Information.** Franchisor shall communicate to Franchisee information relating to the operation of a THE RESOURCE ROOM Center, and to the extent necessary or pertinent to the operation of the Center, Franchisor's know-how, new developments, techniques and improvements in the areas of Center management, employee training, marketing and service.

(b) **Legal Expenses.** Franchisor may in certain situations incur legal expenses while providing assistance to Franchisee with respect to, without limitation, lease negotiations, or other legal compliance issues. Such assistance may be at the request of Franchisee or required by Franchisor and may be provided by Franchisor in-house or by outside counsel; provided however, that Franchisor shall have the sole discretion as to whether or not to provide legal assistance. In the event Franchisor does incur legal expenses on behalf of Franchisee, Franchisee shall reimburse Franchisor for such expenses immediately upon notice from Franchisor. Franchisor may, at its option, be reimbursed by EFT.

(c) **Acknowledgement.** FRANCHISEE AGREES THAT FRANCHISOR IS NOT OBLIGATED TO PROVIDE ANY TRAINING OR ASSISTANCE TO FRANCHISEE'S PARTICULAR LEVEL OF SATISFACTION, BUT AS A FUNCTION OF FRANCHISOR'S EXPERIENCE, KNOWLEDGE AND JUDGMENT. FRANCHISEE ALSO ACKNOWLEDGES THAT FRANCHISOR IS NOT OBLIGATED TO PROVIDE ANY SERVICES TO FRANCHISEE THAT ARE NOT SET FORTH IN THIS AGREEMENT. IF FRANCHISEE

BELIEVES FRANCHISOR HAS FAILED TO ADEQUATELY PROVIDE ANY PREOPENING SERVICES TO FRANCHISEE, WHETHER WITH RESPECT TO SITE SELECTION, SELECTION AND PURCHASE OF EQUIPMENT AND SUPPLIES, TRAINING, OR ANY OTHER MATTER AFFECTING THE ESTABLISHMENT OF FRANCHISEE'S CENTER, FRANCHISEE MUST NOTIFY FRANCHISOR IN WRITING WITHIN THIRTY (30) DAYS FOLLOWING THE OPENING OF FRANCHISEE'S CENTER OR FRANCHISEE WILL BE DEEMED TO CONCLUSIVELY ACKNOWLEDGE THAT ALL PRE-OPENING AND OPENING SERVICES REQUIRED TO BE PROVIDED BY FRANCHISOR WERE SUFFICIENT AND SATISFACTORY IN FRANCHISEE'S JUDGMENT, AND COMPLIANT WITH ALL REPRESENTATIONS MADE TO FRANCHISEE. IF FRANCHISEE FAILS TO SO NOTIFY FRANCHISOR, FRANCHISEE WILL BE DEEMED TO HAVE WAIVED ALL CLAIMS RELATING TO OR ARISING FROM FRANCHISOR'S OBLIGATIONS TO PROVIDE PRE-OPENING ASSISTANCE.

5. Territorial Provisions.

(a) **Territory.** Subject to the provisions of this Section 5, provided Franchisee is in compliance with its obligations under this Agreement, Franchisor agrees that during the Term it will not locate nor license another to locate a THE RESOURCE ROOM Center within the territory set forth in the Franchise Rider (the "Territory"), except at Non-Traditional Locations, as defined below. Until such time as the Location is identified and agreed upon in the Franchise Rider or in the Site Selection Approval Letter (as defined in the Franchise Rider), no Territory will be granted to Franchisee and Franchisor shall have the right to locate other franchises anywhere Franchisor determines without interfering with any territorial rights of Franchisee. Franchisee recognizes and acknowledges that (i) it will compete with other THE RESOURCE ROOM Centers which are now, or which may in the future be, located near or adjacent to Franchisee's Territory and (ii) that such Centers may be owned by Franchisor, its affiliates, and/or third parties. Notwithstanding anything in this Agreement to the contrary, Franchisee's Territory excludes enclosed malls, hospitals, hotels, transportation centers, airports, parks (including theme parks), sports arenas, trucks, carts, vans, limited access venues, and similar venues ("Non-Traditional Locations"). Franchisor has the right to operate or license others to operate THE RESOURCE ROOM Centers at any Non-Traditional Locations ("Non-Traditional Centers") that is otherwise within the geographic area of Franchisee's Territory.

(b) **Reservation of Rights.** Franchisor grant franchises and the rights to develop and operate a THE RESOURCE ROOM Center only pursuant to the express terms of written agreements and not orally. All rights that are not granted to Franchisee in this Agreement are specifically reserved to Franchisor, and Franchisor will not be restricted in any manner from exercising them nor will Franchisor be required to compensate Franchisee should Franchisor exercise them. This includes the right, directly or through others and regardless of either (a) proximity to Franchisee's Center or Territory or (b) any actual or threatened impact on sales of Franchisee's Center to:

(i) use the Marks and System in connection with establishing and operating THE RESOURCE ROOM centers at any location outside the Territory;

(ii) use the Marks or other marks in connection with selling or distributing any goods (including branded merchandise) or services anywhere in the world (including

within the Territory), whether or not Franchisee also offers them, through channels of distribution other than a brick-and-mortar THE RESOURCE ROOM-branded center (including, for example, other permanent or temporary retail locations, mobile applications, limited-time events in the Territory, kiosks, carts, trucks, catalogs, mail order, or the internet or other electronic means);

(iii) acquire, establish or operate, without using the Marks, any business of any kind at any location anywhere in the world (including within the Territory);

(iv) use the Marks in connection with soliciting or directing advertising or promotional materials to customers anywhere in the world (including within the Territory); and

(v) establish or operate, or license other persons to establish or operate, a THE RESOURCE ROOM business within any Non-Traditional Locations anywhere in the world (including within the Territory).

(c) **Alternate Channels of Distribution.** Franchisee may offer and sell approved products and services only from the Center, except as Franchisor otherwise approves in advance, and in such event only in accordance with the requirements of this Agreement and the procedures set forth in the Brand Standards Manual, which approval Franchisor may revoke at any time for any reason. Franchisee may not offer or sell products through any other means or locations, including via the internet. Franchisee shall only offer or sell products and services to retail customers for their use and consumption and not for resale.

(d) **Soliciting and Marketing and Out-of-Territory or Off-Premises Activities.** Franchisee shall not advertise, market, or solicit outside of the Territory, except as Franchisor otherwise approves in advance, and in such event only in accordance with the requirements of this Agreement and the procedures set forth in the Brand Standards Manual, which approval Franchisor may revoke its approval at any time for any reason. Furthermore, Franchisee shall not solicit online or virtual training or tutoring, excluding students or client that have registered at the Center on-site. Franchisor does not warrant or represent that no other THE RESOURCE ROOM center will solicit or make any sales within the territory, and Franchisee hereby expressly acknowledges and agrees that such solicitations or sales could occur within the Territory. Franchisor shall have no duty to protect Franchisee from any such sales, solicitations, or attempted sales. Franchisee shall follow all of Franchisor's standards, procedures, and instructions regarding any activities outside of the Territory or off-Premises. If Franchisor grants Franchisee permission to conduct any out-of-Territory or off-Premises activities, Franchisee acknowledges and agrees that Franchisee does not gain any additional territory or exclusivity rights. Franchisor has the right to terminate or suspend Franchisee's approval to conduct any out-of-Territory or off-Premises activities, and Franchisee shall immediately comply and cease operations outside of the Territory or off-Premises. Franchisee shall provide Franchisor with the information for any customers it has serviced outside of the Territory or off-Premises. Such out-of-Territory customers may be serviced by Franchisor, an affiliate of Franchisor, or any of Franchisor's franchisees.

(e) **No Right of First Refusal or Options.** Franchisee has no right of first refusal or other options or rights to open any additional THE RESOURCE ROOM businesses.

6. **Premises.**

(a) **Premises.** Franchisee shall obtain Franchisor's approval of the Location. The building at the accepted Location that will serve as the headquarters for the Center (the "Premises") is subject to the following:

(i) **Leased Premises.** Within ninety (90) days after the Effective Date of this Agreement, Franchisee shall acquire or lease, at Franchisee's expense, commercial real estate that is properly zoned for the operation of the Center (the "Lease Date"). Franchisee shall obtain Franchisor's approval of the lease. Failure by Franchisee to acquire or lease a site for the Center within the time required herein shall constitute a default under this Agreement, and Franchisor, in its sole discretion, may terminate the Franchise Agreement pursuant to the terms of Section 18 of this Agreement. Franchisor may, in its sole discretion, provide up to two (2) forty-five (45) day extensions to Franchisee to acquire a lease as long as Franchisee is: (i) in full compliance with this Agreement and (ii) is using good faith and diligent efforts to acquire a lease. Franchisee must make a written request to Franchisor requesting such extension no later than fifteen (15) days prior to the Lease Date. If Franchisee intends to lease the Premises, Franchisee shall submit to Franchisor executed copies of all such leases immediately after execution and at such other times as Franchisor may request. The term of the leases plus all options for Franchisee to renew shall together equal or exceed the Term. All leases pertaining to the Premises shall also include an Addendum in the form of Attachment 2 attached hereto, or shall contain terms and conditions substantially similar to those contained in Attachment 2 which Franchisor has accepted in writing. Franchisor shall not represent Franchisee in a legal capacity and advises Franchisee to seek independent legal counsel in the review and negotiation of its lease agreement.

(ii) **Owned Premises.** If Franchisee intends to own the Premises, Franchisee must obtain approval of the Premises from Franchisor, which approval may be withheld at Franchisor's discretion, and shall furnish Franchisor proof of ownership prior to the date Franchisee commences any construction, build-out or remodeling of the Premises. In the event that Franchisee proposes to lease the Premises from any Owner, member, manager, partner, director, officer or other principal of Franchisee, or from any person or entity related to or affiliated with Franchisee or one (1) or more of Franchisee's Owners, shareholders, members, guarantors, partners, directors, officers or other principals (the "Related Party"), Franchisor may require the Related Party to sign this Agreement and/or separate agreements for the purpose of binding the Related Party to applicable provisions of this Agreement, as determined by Franchisor. Franchisee shall also execute a written lease agreement accepted by Franchisor with the Related Party and deliver a copy to Franchisor. Any such lease shall comply with the terms of Section 6(a)(i) above.

(iii) **Premises Identification.** Subject to Franchisor's post-termination rights described in Section 18 and regardless of whether the Premises are owned or leased, Franchisee shall remove all signs and other items and indicia which serve, directly or indirectly, to identify the Premises as a THE RESOURCE ROOM Center within ten (10) days of the expiration, non-renewal, or termination of this Agreement for any reason. In the event Franchisee does not comply with this requirement, Franchisor may enter the Premises, without being guilty of trespass and without incurring any liability to Franchisee,

to remove all signs and other items identifying the Premises as a THE RESOURCE ROOM Center and to make such other modifications as are reasonably necessary to protect the Marks and THE RESOURCE ROOM System and to distinguish the Premises from THE RESOURCE ROOM Centers. Provided, however, that this obligation of Franchisee shall be conditioned upon Franchisor giving Franchisee prior written notice of the modifications to be made and the items to be removed.

(iv) **Suitability of Premises.** Regardless of whether the Premises are owned or leased, it shall be the responsibility of Franchisee to determine that the Premises can be used, under all applicable laws and ordinances, for the purposes provided herein and that the Premises can be constructed or remodeled in accordance with the terms of this Agreement. Franchisee shall obtain all permits and licenses that may be required to construct, remodel and operate the Center. Franchisee agrees that the Premises will not be used for any purpose other than the operation of the Center in compliance with this Agreement. Franchisee is responsible for constructing, renovating or up fitting or causing to be constructed, renovated or up fitted, the Center. At Franchisee's request, Franchisor shall offer assistance to Franchisee in selecting a site for the location and advising Franchisee in negotiating an acceptable lease agreement for the site. FRANCHISEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT FRANCHISOR'S APPROVAL OF A SITE FOR FRANCHISEE'S CENTER IS NOT AND SHALL NOT BE CONSTRUED AS A GUARANTEE OR ASSURANCE THAT THE BUSINESS WILL BE PROFITABLE. If Franchisor does not accept a site proposed by Franchisee within thirty (30) days after receiving the proposal thereof, such site shall be deemed not accepted by Franchisor and Franchisee shall not locate its Center at such site.

(v) **Relocation.** Franchisee shall not, without first obtaining Franchisor's written consent, which is subject to the Franchisor's sole discretion: (i) relocate the Center; or (ii) renew or significantly alter, amend or modify any lease, or make or allow any transfer, sublease or assignment of its rights pertaining to the Premises. If Franchisee relocates the Premises during the Term of this Agreement, Franchisee shall pay Franchisor all costs Franchisor incurs as a result of evaluating and approving or rejecting Franchisee's relocation proposal.

(vi) **Inspection Rights.** Franchisee hereby grants Franchisor and its agents the right to enter the Premises and/or the Center at any time prior to occupancy by the Franchisee in order to inspect, photograph, and/or videotape on-going new construction or leasehold improvements, designs, purchased and installed equipment, operations and the performance of any and all services by Franchisee and/or Franchisee's employees, invitees or agents. Franchisee shall cooperate with Franchisor's representatives during those inspections by rendering whatever assistance they may reasonably request, including assistance necessary to enable Franchisor to contact and interview any architect, designer, vendor, contractor, subcontractor or Franchisee employee. Upon reasonable notice from Franchisor, and without limiting Franchisor's other rights under this Agreement, Franchisee, at its sole expense, shall take such steps as deemed to be necessary by Franchisor to immediately correct any and all deficiencies detected during any such inspection, including without limitation, correcting construction deficiencies or defects, replacing equipment and supplies, and requiring Franchisee to desist from the further use of any equipment, designs, advertising materials, products, and/or supplies that do not

conform with Franchisor's then-current plans and specifications, standards or requirements.

7. Proprietary System and Marks.

(a) Ownership; Use by Others. Franchisor and its affiliates shall have and retain all rights associated with the Marks other than those expressly licensed herein, including, but not limited to the following: (a) to use the Marks in connection with selling products and services; (b) to grant licenses to others to use the Marks, in addition to those licenses already granted to existing franchisees or affiliates; (c) to develop and establish other systems using the Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee; and (d) to sell and distribute services, products, merchandise, accessories and other items via alternate distribution channels bearing the Marks. Franchisee acknowledges that any unauthorized use of the System or the Marks is and shall be deemed an infringement of Franchisor's rights. Franchisee shall execute any documents deemed necessary by Franchisor, its affiliates, or their counsel for the protection of the System and the Marks or to maintain their validity or enforceability, or to aid Franchisor or its affiliates in acquiring rights in or in registering any of the System and the Marks or any trademarks, trade names, service marks, slogans, logos and emblems subsequently adopted by Franchisor. Franchisee shall give notice to Franchisor of any knowledge that Franchisee acquires regarding the use by others of the same or similar names or marks or of any claim or litigation instituted by any person or legal entity against Franchisee involving the System or any of the Marks. Franchisee shall cooperate with Franchisor and its affiliates in any suit, claim or proceeding involving the System or the Marks or their use to protect Franchisor's and its affiliates' rights and interest in the System and the Marks. In the event of any settlement, award or judgment rendered in favor of Franchisor or its affiliates relating to the use or ownership of the System or the Marks, such settlement, award or judgment shall be the sole property of Franchisor, and Franchisee shall not be entitled to or make any claim for all or any part of it. Provided Franchisee complies at all times with this Section 7 and this Agreement, Franchisor shall indemnify Franchisee against and reimburse Franchisee for damages assessed against Franchisee, if any, based on Franchisee's use of THE RESOURCE ROOM Mark which is compliant with this Agreement. Otherwise, Franchisor shall not be required to indemnify Franchisee against or reimburse Franchisee for any loss or damages arising out of Franchisee's use or misuse of any Mark. Franchisor shall not indemnify Franchisee for any use or misuse of Franchisor's copyrights, patents, Customer Lists, Franchisee Data, Confidential Information, Inventions and Ideas, or other proprietary information. Franchisee acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary for the protection of value of the Marks and the goodwill associated with the Marks and that any violation of this Agreement would cause substantial and irreparable injury to Franchisor, and that Franchisor would not have entered into a business relationship with Franchisee or enter into this Agreement without receiving Franchisee's unrestricted promise to use the Marks only in a the manner authorized by Franchisor.

(b) Use of Marks. During the term of this Agreement or thereafter, directly or indirectly, Franchisee shall not commit any act of infringement or contest or aid in contesting the validity or ownership of the System or the Marks, or take any other action to disparage them. Franchisee shall use the Marks only in connection with the operation of the Center at the Location specified herein, and shall use them only in the manner authorized by Franchisor. Franchisee shall prominently display the Marks in the manner prescribed by Franchisor on all signs, student

materials, computer systems, and other supplies and packaging materials designated by Franchisor. Franchisee shall not fail to perform any act required under this Agreement, or commit any act which would impair the value of the Marks or the goodwill associated with the Marks. Franchisee shall not at any time engage in any business or market any products or service under any name or mark which is confusingly or deceptively similar to any of the Marks. Franchisee shall not use any of the Marks as part of its corporate or trade name and shall not use any trademark, trade name, service mark, logo, slogan or emblem in connection with the Center that has not been authorized by Franchisor. Franchisee shall obtain such fictitious or assumed name registrations as may be required by Franchisor or applicable state law. Franchisee shall not attempt to register or otherwise obtain any interest in any Online Presence containing or utilizing any of the Marks or any other word, name, symbol or device which is likely to cause confusion with any of the Marks. Franchisee also acknowledges that its use of the Marks pursuant to this Agreement does not give Franchisee any ownership or other interest in or to the Marks, except the license granted by this Agreement. Franchisee shall not use any of Franchisor's Marks, in connection with employee facing labor and employment materials.

(c) **Designation as Franchisee.** Franchisee shall take such additional action as may be necessary under the laws of the state in which the Center is operated to make clear to the public that Franchisee is an independent franchisee of Franchisor and not owned by Franchisor. Franchisee shall post in a conspicuous location at the business premises, as well as on invoices, purchase orders, marketing materials and the like that "This THE RESOURCE ROOM Franchise is independently owned and operated by [name of franchisee entity] under license from THE RESOURCE ROOM LEARNING CENTER LLC."

(d) **Discontinuance of Use: Additional Marks.** Franchisor has the right to change, revise, or substitute different Marks for use in identifying the System, the Center, and the products and services sold or offered for sale through the Center, if Franchisor, in its sole discretion, determines that change, revision, or substitution of different Marks will be beneficial to the System. In such circumstances, the use of the substitute proprietary marks shall be governed by the terms of this Agreement. Franchisee shall comply with each such change, revision, or substitution and bear all expenses associated therewith. In the event that a court of competent jurisdiction should order, or if Franchisor in its sole discretion should deem it necessary or advisable, Franchisee shall modify or discontinue use of any Mark. Franchisee shall comply with Franchisor's directions regarding any such Mark within thirty (30) days after receipt of notice from Franchisor or, if such modification or discontinuance is court-ordered, immediately. Franchisor shall not be obligated to compensate Franchisee for any costs or expenses incurred by Franchisee in connection with any such modification or discontinuance. Franchisee shall also use such additional or substitute Marks as Franchisor shall direct.

(e) **Changes in Law Affecting Marks.** In the event that the trademark law is amended so as to render inapplicable any of the provisions of this Agreement, Franchisee shall sign any documents and do such other act and thing as in the opinion of Franchisor may be necessary to effect the intent and purpose of the provisions of this Agreement.

(f) **Copyrights and Patents.** Franchisee acknowledges that as between Franchisee and Franchisor, any and all present or future copyrights and patents relating to the System or THE RESOURCE ROOM concept, including, but not limited to, curriculum, designs, formulas, software, the Brand Standards Manual, construction plans and specifications and marketing

materials, belong solely and exclusively to Franchisor. Franchisee has no interest in Franchisor's copyrights or patents beyond the nonexclusive License granted in this Agreement.

(g) Ideas and Innovations. All concepts, inventions, designs, ideas, applications, trademarks, service marks, enhancements, modifications, improvements or other processes, methods and designs, technologies, techniques, materials, curriculum, computer software, electronic code, original works or authorship, formulas, patents, copyrights, marketing and business plans and ideas, and all improvements and enhancements thereto that Franchisee or any of its Owners, guarantors, shareholders, members, partners, directors, officers, or employees any personal guarantors may develop, invent, discover, conceive or originate, alone or in conjunction with any other person or persons during the Term that relate in any way, either directly or indirectly, to the Center and/or the System (collectively referred to as "Inventions and Ideas"), either in whole or in part during the Term, shall be the exclusive property of Franchisor. Franchisee must promptly disclose the existence of any and all Inventions and Ideas to Franchisor. To the extent any Invention or Idea does not qualify as a "work made for hire" for Franchisor, Franchisee and all guarantors of this Agreement hereby assign to Franchisor, without compensation, all right, title and interest in such Inventions and Ideas, and agree that they will execute any and all instruments and do any and all acts necessary or desirable to establish and perfect in Franchisor the entire right, title and interest in such Inventions and Ideas. Franchisor may incorporate such Inventions or Ideas into the System. As Franchisor may reasonably request, Franchisee shall, at Franchisor's expense, take all actions reasonably necessary to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

(h) Customer and Other Data. Franchisee shall maintain a current list of the names, addresses, email addresses and telephone numbers of the customers and past customers who have provided such information to the Center ("Customer List"). Franchisee shall provide the Customer List to the Franchisor upon request. Franchisee shall also use the Computer Systems that Franchisor designates to create, store, maintain, and share the Customer List. The Customer List shall be the property of Franchisor and Franchisor shall have the right to use the Customer List for any purposes, in Franchisor's sole discretion. Franchisee shall not collect, use, process, store, share, or sell any information from the Customer List to or with any person or entity other than Franchisor without the express written consent of Franchisor. Franchisee shall not delete any information that is in the Customer List without Franchisor's prior written consent or unless doing so is in accordance with the Data Protection and Security Policies. Likewise, other data collected by Franchisee or Franchisee's Computer Systems in connection with the Center (Customer List and the other data collectively referred to herein as "Franchised Business Data") is deemed to be owned by Franchisor, and Franchisee agrees to furnish the Franchised Business Data to Franchisor at any time that Franchisor requests it. Franchisee shall also use the Computer Systems that Franchisor designates to create, store, maintain, and share the Franchised Business Data. Franchisor hereby grants Franchisee a limited license to use Franchised Business Data while this Agreement or a successor franchise agreement is in effect, but only in accordance with the standards, specifications, procedures, and policies that Franchisor establishes periodically and applicable law. Upon termination, non-renewal, transfer, or expiration of this Agreement for any reason, Franchisor shall be the exclusive owner of Franchised Business Data and Franchisee shall not use or disclose the Franchised Business Data in any form or manner. Franchisee shall not be due any compensation based upon Franchisor's use of the Franchised Business Data. Franchisee may not collect, sell, disclose, share, transfer, or use Franchised Business Data for any purpose

other than operating the Center. The Customer List and Franchised Business Data are expressly subject to the provisions of Section 11(w) and may constitute Personal Information.

(i) **Artificial Intelligence Prohibition.** Franchisee is expressly prohibited from utilizing any form of artificial intelligence (AI) technology in the operation, management, or marketing of the Center without the express approval of Franchisor. This includes, but is not limited to, AI-driven customer service, data analysis, image generation, text generation, code generation, sound generation, and decision-making tools. Any breach of this provision will be considered a material violation of this Agreement.

8. Advertising.

(a) **Contributions and Expenditures.** Recognizing the value of advertising and the importance of the standardization of advertising to the furtherance of the goodwill and public image of the System, Franchisor and Franchisee agree as follows:

(i) **Grand-Opening Advertising.** Franchisee is required to spend a minimum of SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$7,500) for grand-opening advertising to publicize the existence and opening of the Center, which advertising shall be in such form designated by Franchisor and which shall be conducted during the period that begins sixty (60) days prior to the opening of the Center and ends sixty (60) days after the opening of the Center. Franchisee may expend additional amounts on such advertising, provided the form and content is approved by Franchisor as provided in Section 8(e).

(ii) **Contributions and Expenditures.** During the Term, Franchisee shall make the following contributions and expenditures for advertising:

(A) **Brand Development Fund.** Each month during the Term in which brand development fund ("Brand Development Fund") has been established, Franchisee shall contribute to the Brand Development Fund such amount as Franchisor may designate from time to time, which amount is currently one and one percent (1%) of monthly Gross Revenues, but which Franchisor has the right to increase to up to two percent (2%) of the monthly Gross Revenues of the Center. Franchisor has the sole discretion to settle or forgive any accrued and unpaid Brand Development Fund contribution owed by any franchisee. Franchisee shall make its monthly contribution to the Brand Development Fund on the date and in the manner as Franchisor may designate from time to time. Franchisee agrees to make such contributions by EFT or in such other manner as the Franchisor may require, on or before each Due Date based on Franchisee's Gross Revenues from the preceding calendar month, or such other date(s) identified by Franchisor with thirty (30) days' prior written notice. The Brand Development Fund contribution shall commence on the earliest of the following dates: (1) the first day of the fourth (7th) month following the execution of this Agreement; (2) the day the Center begins earning revenue; or (3) the day the Premises opens for business.

(B) **Minimum Local Advertising.** In addition to the grand opening requirements of Section 8(a)(i), Franchisee shall spend at least one percent (1%) of the annual Gross Revenues of the Center ("Minimum Local Advertising Spend") on local advertising in accordance with Franchisor's standards as set forth in the

Brand Standards Manual. Franchisee shall submit verification of its local advertising expenditures at such times and in such form as may be requested by Franchisor from time to time. In the event that Franchisee fails to meet the Minimum Local Advertising Spend and/or fails to provide Franchisor with verification thereof, Franchisee shall pay to the Brand Development Fund Franchisee's Minimum Local Advertising Spend, less the amount Franchisee actually paid for local advertising. Franchisor has the right to require Franchisee to use the Minimum Local Advertising Spend to pay for specific advertising services, from suppliers approved by Franchisor. Franchisor may require Franchisee to remit the Minimum Local Advertising Spend to the Franchisor or its affiliates in exchange for local advertising services the Franchisor or its affiliate will provide to Franchisee. All local advertising shall either have been prepared by Franchisor or approved by Franchisor pursuant to Section 8(e).

(b) Brand Development Fund.

(i) Use. Franchisor has the sole discretion to determine where the Brand Development Fund contributions will be spent to promote, enhance, or further the growth of THE RESOURCE ROOM brand, centers, and System, including, but not limited to: developing and facilitating technologies for Franchisee to use in the operations of the Center; research; promotional marketing, public relations, and advertising expenses to promote the brand; hiring marketing, public relations and advertising agencies, technology companies, or in-house personnel to assist in developing THE RESOURCE ROOM brand name; developing, evaluating, or using technologies that Franchisor believes may benefit the brand, the customers, the franchisees, or the brand's reputation; developing new curricula and franchisee revenue sources; expenses associated with listings on websites, contest registrations, digital marketing content, influencer marketing, radio, billboards, TV, print, or internet advertising, and events and promotions designed to garner media attention and promote the brand name; expenses associated with conducting market research; travel expenses in connection with promotions and marketing meetings, training, development of trademarks and trademarked materials; production of marketing, public relations, or digital or social media content, including, but not limited to, advertisements, coupons, and other promotional materials; expenses incurred in developing and maintaining non-franchise sales portion of any Online Presence; developing one or more Online Presence; and expenses incurred in using search engine optimization, pay-per-click, or other digital marketing software, services, or companies to help promote the brand. Sums paid by Franchisee shall not be used to defray any of Franchisor's expenses, except for such reasonable administrative costs and overhead, if any, that Franchisor may incur in activities reasonably related to the administration or direction of the Brand Development Fund and promotion and advertising programs for franchisees and the System, including, among other things, the cost of personnel for creating and implementing the programs paid for by the Brand Development Fund.

(ii) Administration. The Brand Development Fund is not and shall not be an asset of Franchisor or its designee. The Brand Development Fund is administered by Franchisor's accounting, technology, and marketing personnel under Franchisor's direction. The Brand Development Fund is not audited. Unless required by state law, Franchisor has no obligation to provide Franchisee with an accounting of the Brand

Development Fund expenditures. At Franchisor's option, Franchisor can create a separate entity to be the recipient of Franchisee's Brand Development Fund contributions and Franchisee agrees, upon Franchisor's request, to tender Brand Development Fund payments to said entity. Franchisor, in Franchisor's sole discretion, may spend in any fiscal year an amount greater or less than the aggregate contributions to the Brand Development Fund in that year, and the Brand Development Fund may borrow from Franchisor or other lenders to cover deficits of the Brand Development Fund or cause the Brand Development Fund to invest any surplus. Franchisee acknowledges that other franchisees may not be required to contribute to the Brand Development Fund or may be required to contribute at a different rate. Franchisor is not obligated to maintain the Brand Development Fund contributions or income earned in a separate account from other Franchisor funds.

(iii) **Weekly Payment Option.** For administrative convenience and at Franchisor's option, in lieu of collecting the Brand Development Fund percentage designated in Section 8(a)(ii)(A), Franchisor, at its option, may designate an amount certain as a weekly payment, which will be drafted instead of the variable amount. Franchisor will use commercially reasonable efforts to have the amount certain reasonably relate to the anticipated annual Brand Development Fund contribution which would otherwise be due if the exact percentage were calculated. Upon delivery by thirty (30) days' prior written notice by Franchisee to Franchisor, Franchisee can thereafter elect to abandon the sum certain contribution in lieu of the Brand Development Fund contribution percentage designated in Section 8(a)(ii)(A).

(iv) **No Proportionality.** Franchisee agrees and acknowledges that that Franchisor does not undertake any obligation to ensure that expenditures from the Brand Development Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Brand Development Fund by franchisees operating in such geographic area or that Franchisee or the Center will benefit directly or in proportion to its contribution to the Brand Development Fund.

(v) **Liability.** Neither Franchisor and its affiliates nor any of its respective officers, directors, agents or employees, shall be liable to Franchisee with respect to the maintenance, direction or administration of the Brand Development Fund, including without limitation, with respect to contributions, expenditures, investments or borrowing, except for acts constituting willful misconduct. THE BRAND DEVELOPMENT FUND IS NOT A TRUST FUND. FRANCHISOR SHALL HAVE NO FIDUCIARY DUTY TO FRANCHISEE IN CONNECTION WITH THE COLLECTION OR USE OF THE BRAND DEVELOPMENT FUND MONIES OR ANY ASPECT OF THE OPERATION OF THE BRAND DEVELOPMENT FUND. FRANCHISEE ACKNOWLEDGES AND AGREES THAT FRANCHISOR WILL HAVE NO LIABILITY TO FRANCHISEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE BRAND DEVELOPMENT FUND, GOODS OR SERVICES PROVIDED THROUGH THE BRAND DEVELOPMENT FUND, OR ANY ADVERTISING PROGRAMS OR FRANCHISOR'S MODIFICATION OR DISCONTINUANCE FOR ANY REASON OF THE BRAND DEVELOPMENT FUND OR ANY MARKETING, BRANDING, OR ADVERTISING PROGRAMS, OR FRANCHISEE'S PARTICIPATION THEREIN.

(c) **Local Cooperative Advertising.** Franchisee agrees that Franchisor shall have the right, in its sole discretion, to designate from time to time a geographical area in which the Center is located for the purpose of establishing an advertising cooperative ("Cooperative"). If a Cooperative has been established applicable to the Center at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Cooperative. If a Cooperative applicable to the Center is established at any later time during the Term, Franchisee shall become a member of such Cooperative no later than thirty (30) days after the date on which the Cooperative commences operation. In no event shall the Center be required to contribute to more than one Cooperative.

The following provisions shall apply to each Cooperative:

(i) Each Cooperative shall be organized and governed in a form and manner, and shall commence operation on a date, approved in advance by Franchisor in writing;

(ii) Each Cooperative shall be organized for the purposes of producing and conducting general advertising programs and activities for use in and around the applicable geographic area and developing standardized promotional materials for use by the members;

(iii) No advertising programs or materials may be used by the Cooperative or furnished to its members, and no advertising or promotional activities may be conducted by the Cooperative, without the prior written approval of Franchisor. All such programs, materials and planned activities shall be submitted to Franchisor for approval in accordance with the procedure set forth in Section 8(e);

(iv) Members of the Cooperative shall make contributions to the Cooperative in such amounts as are determined by the governing body of the Cooperative. Each member of the Cooperative shall make contributions to the Cooperative on the same basis as the other members, whether owned by Franchisee, another franchisee, Franchisor, or Franchisor's affiliates. In no event shall members be required to contribute more than one percent (1%) of Gross Revenues;

(v) Franchisee shall make its contributions to the Cooperative on the date and in the manner designated by the Cooperative. Franchisee shall also submit such statements and reports as may be designated from time to time by the Cooperative. The Cooperative shall submit to Franchisor such statements and reports as Franchisor may designate from time to time. The Cooperative shall prepare written governing documents that shall be available to Franchisee and Franchisor for review. These written governing documents are subject to Franchisor's approval. The Cooperative is responsible for determining its own voting procedures; however, each THE RESOURCE ROOM Center that is a member of the Cooperative is entitled to one vote. The Cooperative must prepare quarterly and annual financial statements and these statements must be made available to all members in the Cooperative. The members of the Cooperative and their governing body are responsible for administering the Cooperative;

(vi) Notwithstanding the foregoing to the contrary, Franchisor, in its sole discretion, may grant to any THE RESOURCE ROOM Center an exemption from the

requirement of membership in a Cooperative. Such an exemption may be for any length of time and may apply to one (1) or more businesses owned by the exempted party;

(vii) The Cooperative is not a trust fund. Franchisor and its affiliates shall have no fiduciary duty to Franchisee in connection with the collection or use of the Cooperative monies or any aspect of the operation of any Cooperative.

(d) **Supplemental Advertising.** Franchisee shall have the right to conduct, at its separate expense, supplemental advertising in addition to the expenditures specified in this Section 8. All such supplemental advertising shall either have been prepared by Franchisor or approved by Franchisor pursuant to Section 8(e).

(e) **Approval by Franchisor.** Any and all advertising and promotional materials Franchisee uses must be approved by the Franchisor. Prior to their use by the Cooperative or by Franchisee, all advertising and promotional materials not prepared or previously approved by Franchisor within the ninety (90) day period preceding their intended use shall be submitted to Franchisor for approval. If approval is not received within twenty (20) days from the date of receipt by Franchisor of such materials, the materials shall be deemed disapproved by Franchisor. Franchisor may disapprove of any advertising or promotional materials at any time. Neither the Cooperative nor Franchisee shall use any disapproved advertising or promotional materials regardless of whether any such items had been previously approved by Franchisor.

(f) **Franchisor Advertising.** Franchisor may from time to time expend its own funds to produce such promotional materials and conduct such advertising as it deems necessary or desirable. In any advertising conducted solely by or for Franchisor, Franchisor shall have the sole discretion to determine the products and geographical markets to be included, and the medium employed and Franchisor shall not have any duty or obligation to supply Franchisee with any advertising or promotional materials produced by or for Franchisor at its sole expense. Franchisor may, from time to time, provide Franchisee with such approved advertising and promotional plans and materials as Franchisor deems advisable. Franchisor disclaims and Franchisee hereby acknowledges that Franchisee has not received or relied upon any warranty regarding the success of any advertising and/or promotional plans or materials recommended by Franchisor for use by Franchisee. Further, Franchisee acknowledges and agrees that all advertising and promotional plans and materials created in whole or in part by Franchisor are and remain the exclusive property of Franchisor. Franchisor shall have the right to include promotion of available franchises in all marketing and advertising materials, including, but not limited to, signage in the Center, an Online Presence, print media, and TV or radio spots.

(g) **Ownership of Advertising.** Franchisor shall be the sole and exclusive owner of all materials and rights which result from advertising and marketing program produced and conducted, whether by Franchisee, Franchisor, the Cooperative or the Brand Development Fund. Any participation by Franchisee in any advertising, whether by monetary contribution or otherwise, shall not vest Franchisee with any rights in the Marks employed in such advertising or in any tangible or intangible materials or rights, including, copyrights, generated by such advertising. If requested by Franchisor, Franchisee shall assign to Franchisor any contractual rights or copyright it acquires in any advertising.

(h) Online Presence and Email Address. Franchisee will not, directly or indirectly, establish or operate an Online Presence that in any way concerns, discusses or alludes to the Franchisor, the System or the Franchisee's Center without Franchisor's written consent, which Franchisor is not obligated to provide. An "Online Presence" includes (1) a website, other webpages, URLs, or domain names, (2) accounts, pages, or profiles on social media sites, social networking sites, news sites and groups, online, internet, or digital directories, video, audio, photography, and messaging services, blogs, or forums, (3) e-commerce sites or accounts, (4) digital or online advertising and marketing content and services, (5) mobile applications, (6) virtual reality platforms, (7) identifiers of any Online Presence, or (8) a presence on any other type of online, internet, or digital tool, good, or service that may be developed. Further, the Marks may not be used as part of, in conjunction with, to establish or to operate any Online Presence or email address, unless specifically approved by the Franchisor, which approval Franchisor is not obligated to provide. For any Online Presence (and all URLs and other identifiers related to any Online Presence) Franchisee is approved to create or use, Franchisor reserves the right, at its sole option and discretion, to have the Online Presence or email address directly owned by Franchisor or to require any such Online Presence be transferred to Franchisor upon the termination, expiration, or non-renewal of this Agreement for any reason. Franchisor has the right to require that any Online Presence Franchisee is permitted to create, use, or maintain be registered in Franchisor's name. Upon request, Franchisee must provide Franchisor with any login credentials for any Online Presence or email address Franchisee is authorized to create, use, or maintain. Franchisor has the right to access any Online Presence to take corrective action if any content or post on the Online Presence is in violation of Franchisor's policies and Franchisor may take ownership of any Online Presence upon expiration, non-renewal, transfer, or termination of this Agreement and operate it in Franchisor's sole discretion. Franchisee will not post, and will take such steps as necessary to ensure that its employees do not post, any information to an Online Presence relating to the Franchisor, the System, the Marks, or the Center that (a) does not comply with the Franchisor's then-current brand, social media, or Online Presence guidelines described in the Brand Standards Manuals, (b) is derogatory, disparaging, or critical of the Franchisor, the System or the Marks, (c) is offensive, inflammatory or indecent, or (d) harms the goodwill and/or public image of the System and/or the Marks. Franchisee shall not establish or permit or aid anyone else to establish any links to any Online Presence which Franchisor may create. Franchisee specifically acknowledges and agrees that any Online Presence will be deemed "advertising" under this Agreement, and will be subject to (among other things) Franchisor's approval under this Agreement. Franchisor alone has the right, but not the obligation, to establish, maintain, modify or discontinue all internet and electronic commerce activities pertaining to the System, including through any Online Presence. Franchisor shall not be liable for downtime that may occur to any such Online Presence or email address, whether such downtime is caused by Franchisor or a third-party. Franchisor alone will be, and at all times remain, the sole owner of the copyrights to all material which appears on any Online Presence, including any and all material Franchisee may furnish to Franchisor for use on an Online Presence. Ownership of all URLs and other identifiers with any such Online Presence shall vest exclusively in Franchisor. Franchisor shall have the right, but not the obligation, to designate one or more webpage(s) or other form of Online Presence to describe Franchisee and/or the Center, with such webpage(s) or Online Presence to be located within Franchisor's website or another Online Presence. Franchisee shall comply with Franchisor's policies with respect to the creation, maintenance and content of any such web page(s) and any other Online Presence; and Franchisor shall have the right to refuse to post and/or discontinue posing any content and/or the operation of any webpage or Online Presence. Franchisee shall not establish a separate website or Online Presence or business email address,

without Franchisor's prior written approval (which Franchisor shall not be obligated to provide). If approved to establish an Online Presence or email address, Franchisee shall comply with Franchisor's policies, standards and specifications with respect to the creation, maintenance and content of any such Online Presence. Franchisor shall have the right to modify the provisions of this Section 8(h) relating to any Online Presence as Franchisor shall solely determine is necessary or appropriate. Franchisee shall not use the Marks or any abbreviation or other name associated with Franchisor and/or the System as part of any Online Presence or email address of Franchisee, except as permitted by Franchisor's then-current policies. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without Franchisor's prior written consent as to Franchisee's plan for transmitting such advertisements.

(i) **Directory Advertising.** Franchisee shall arrange for the listing of the Center's telephone number and email address in any print or online directory designated by Franchisor under the name "THE RESOURCE ROOM" or such other name as the Franchisor may designate. All advertising and promotion in such media (beyond a simple listing of name, address, and telephone number) shall be subject to Franchisor's approval. Franchisor has the right to arrange for directory listings for franchisees operating franchised businesses under the System and, at Franchisee's expense, for Franchisee; in which case Franchisee shall pay Franchisor as Franchisor may designate. Franchisee's rights to use and benefit from its assigned telephone number, email address, and directory listings are subject to the provisions of Section 18 of this Agreement.

9. **Telephone Number.** Franchisee shall establish a local telephone number for the Center. Franchisee shall keep Franchisor notified as to the current telephone number for the Center. In no event shall Franchisee use such number for any other business. Franchisee further covenants that in the event it obtains any additional or substitute telephone service or telephone number at the Center, it will promptly notify Franchisor and such additional or substitute number shall be subject to the terms of this Section 9. If Franchisee's Owners or employees use personal cellphone numbers in connection with the operations of the Center, Franchisor has the right to require them to assign the numbers to Franchisor.

10. **Construction, Design and Appearance: Equipment.**

(a) **Construction.** Franchisee agrees that it will construct or remodel the Premises at the accepted Location in accordance with Franchisor's standards and specifications for the construction, remodeling, layout, design, colors, and décor for THE RESOURCE ROOM businesses ("Construction Standards"). Franchisor will provide Franchisee with a prototypical design plan at no cost to Franchisee, which will include, among other items, access to a sticker library for wall graphics and paint numbers for system consistency. Franchisee shall purchase or lease the equipment, fixtures, and furnishings that conform with Franchisor's Construction Standards. Franchisee is solely responsible for the construction of the Premises. Franchisee shall obtain Franchisor's acceptance of Franchisee's proposed plans for construction, remodeling, layout, design, and décor for the Center. Franchisee will commence any required construction promptly after execution of a lease for or closing on the purchase of the Premises. Franchisee shall maintain continuous construction of the Premises until completion. Franchisee will complete construction in accordance with the plans for the Center Franchisor has accepted. Except as may be required to have the accepted plans changed to comply with the Applicable Law, Franchisee shall not deviate from the accepted plans without the prior approval of Franchisor. Franchisor has

no obligation to include the requirements of any Applicable Law in the Construction Standards. Franchisee also acknowledges that the requirements of the Construction Plans may exceed those required under the Applicable Law. "Applicable Law" means any law, rule, regulation, code or requirement applicable to the construction, remodeling, design, layout, building, permitting, and development of the Center, including, without limitation the Americans With Disabilities Act ("ADA") or similar rules governing public accommodations for persons with disabilities. It is solely Franchisee's responsibility to make sure that the design and construction of the Center and the Premises are in compliance with all Applicable Laws. Franchisee Indemnifying Parties shall indemnify and hold Franchisor Indemnified Parties harmless against any and all claims, actions, causes of action, costs, fees, fines and penalties, of every kind and nature, should the design and/or construction of the Premises fail in any way to comply with any Applicable Laws. Franchisor has the right to require Franchisee to use an approved architect, general contractor, construction manager, or other supplier of design, engineering, construction, and related services. Franchisee agrees provide to Franchisor construction progress updates in a form approved by Franchisor at the intervals designated by Franchisor.

(b) Signs. Franchisee shall prominently display, at its own expense, both on the interior and exterior of the Premises, advertising signs in such form, color, number, location and size, and containing such Marks, logos and designs as Franchisor shall designate. Franchisee will be responsible for ordering any required signage, including an exterior signage for the Center. Franchisee shall obtain all permits and licenses required for such signs and shall also be responsible for ensuring that all signs comply with all laws and ordinances. Franchisee shall not display in or upon the premises any sign or advertising of any kind to which Franchisor objects.

(c) Remodeling and Re-equipping. Franchisor reserves the right to require Franchisee to generally refurbish the Center and/or the Premises at Franchisee's expense, in order to conform to the building design, trade dress, color schemes and presentation of the Marks in a manner consistent with the then-current image for THE RESOURCE ROOM franchises, which include, without limitation, structural changes, installation of new materials, equipment, technology, and Computer Systems, remodeling, redecoration, changing color schemes, and modifications and/or repairs to existing improvements. Such remodeling and re-equipping may include, without limitation, replacing worn out, obsolete, or dated equipment, technology, and Computer Systems, fixtures, furnishings and signs; structural modifications, redecorating; or purchasing more efficient or improved equipment. Franchisor may require Franchisee to perform remodeling and to purchase equipment at such times as Franchisor, in its sole discretion, deems necessary and reasonable. FRANCHISEE ACKNOWLEDGES THAT EQUIPMENT, ALTERATIONS AND RENOVATIONS REQUIRED BY FRANCHISOR MAY INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY FRANCHISEE DURING THE TERM OF THIS AGREEMENT. In the event of Franchisee's delay, refusal, or failure to make repairs or modifications to the Premises as specified by this Section 10(c), Franchisor or its agents may enter the Premises, without further notice and without liability for trespass or other tort and with Franchisee's complete cooperation, and remove, repair, and/or replace, at Franchisee's expense, any items which do not conform to Franchisor's then-current standards and specifications or which are not in conformity with Franchisee's obligation to maintain the Center and the Premises in the highest degree of repair and condition. In addition to any and all other remedies that Franchisor may have in law or in equity, Franchisee shall reimburse Franchisor for all out-of-pocket expenses incurred by Franchisor in connection with any refurbishing work performed by Franchisor pursuant to this Section 10(c), plus an administrative fee of fifteen percent (15%) of the total

aggregate amount of expenses incurred by Franchisor. These remodeling and refurbishing obligations are in addition to Franchisee's general responsibility to maintain the condition and appearance of the Premises consistent with Franchisor's then-current standards. Franchisee must keep the Premises, including all of its fixtures, furnishings, equipment, materials, and supplies, in the highest degree of cleanliness, orderliness, and repair, as determined by Franchisor.

11. Operations, Standards of Quality, Inspections.

(a) Operations Manager. Franchisee shall designate an individual to serve as the "Operations Manager" for the Center, which may be Franchisee, an Owner of Franchisee or another Franchisee employee, if Franchisee owns more than one Center. The Operations Manager shall meet the following qualifications:

(i) Management Responsibility. The Operations Manager shall devote full time and best efforts to the management, supervision, and conduct of the development and operation of the Center in order to ensure compliance with this Agreement and to maintain Franchisor's high standards. The Operations Manager must have a history of teaching k-12 at an accredited school within the last five years. Management responsibility shall include, without limitation, maintaining the highest standards of service, environmental safety, sanitation, product quality and consistency and supervising employees to ensure that the highest standard of service is provided and to ensure that Franchisee's employees deal with customers, suppliers, Franchisor, and all other persons in a courteous and polite manner. Management responsibility shall include the presence of the Operations Manager, or an assistant manager who has successfully completed any training required by Franchisor before being designated as an Operations Manager or assistant manager at the Center, during all business hours;

(ii) Qualifications. The Operations Manager shall be accepted by Franchisor, complete Franchisor's initial training requirements, participate in and complete to Franchisor's satisfaction all additional training as may be reasonably required by Franchisor. The Operations Manager shall agree in writing to be bound by non-compete and confidentiality provisions substantially similar to those contained in Sections 14 and 15 of this Agreement.

(iii) Change. If at any time for any reason the Operations Manager no longer qualifies to act as such, Franchisee shall promptly designate another Operations Manager subject to the same qualifications set forth in this Section 11(a). The Franchisor shall receive advanced written notice of any change in the Operations Manager.

(b) Compliance with Franchisor's Standards. Franchisee shall operate the Center through strict adherence to Franchisor's standards, specifications and policies, as they now exist, and as they may from time to time be modified. Such standards and policies include, without limitation: (i) specifications related to merchandise, products, and services; (ii) hours of operation as set forth in the Brand Standards Manual; (iii) employee uniform and qualification requirements and specifications; and (iv) use of specified emblems and Marks. Franchisee agrees to follow the instructions of Franchisor as well as Franchisor's employees, agents, and/or Franchisor's area directors or developers. Franchisee understands and agrees that Franchisor may modify the System and any of its components from time to time in its sole discretion. Franchisor shall give

Franchisee notice of all changes either by supplements to the Brand Standards Manual, in writing or electronically, or otherwise. Franchisee shall, at its own cost and expense, promptly adopt and use only those parts of the System specified by Franchisor and shall promptly discontinue the use of those parts of the System which Franchisor directs are to be discontinued. Franchisee shall not change, modify or alter the System in any way, except as Franchisor directs. Franchisee shall comply with all rules, regulations, and directives specified by Franchisor, as well as all mandatory standards, specifications and procedures contained in the Brand Standards Manual, as amended from time to time. Franchisee recognizes agrees that changes and modifications that Franchisor may make to the System may necessitate that Franchisee make capital expenditures during the Initial Term in amounts that Franchisor cannot forecast. Nothing in this Agreement limits the frequency or cost of future changes to the System that Franchisor may require. Franchisee understands and agrees that Franchisor has no ability to identify with specificity the nature of these future general improvements or their expected cost and accepts the risk that future general improvements may be imposed that will require significant capital expenditures in an amount that is unknown on the Effective Date of this Agreement and that cannot be fully amortized over the period of time then remaining in the Initial Term.

(c) **Training.** It will be solely Franchisee's responsibility to ensure that all new employees and current employees are trained to perform their duties in a proper manner at the Center and Franchisee shall implement and maintain an employee training program, at Franchisee's expense, pursuant to all specifications, standards and procedures prescribed by Franchisor. Franchisee shall ensure that all employees have all necessary certifications and credentials as required by applicable state laws and licensing regulations, and that all employees must satisfy all continuing educational training requirements as may be specified by applicable laws and regulations. Training by Franchisor will be at reasonable times and subject to availability of Franchisor's representatives. In the event that Franchisor provides training to Franchisee's employees upon Franchisee's request, Franchisee hereby releases, indemnifies and holds harmless Franchisor and its affiliates, agents and employees from all claims, causes of action, expenses, costs, debts, fees, liabilities and damages of every kind arising out of or related to the training and/or the continuing education of Franchisee's employees as set forth herein. Franchisor reserves the right to assess a training fee or attendance fee for any conferences, conventions, or other training Franchisor or its approved suppliers provide.

(d) **Compliance with Specifications and Procedures.** Franchisee acknowledges that the Brand Standards Manual is designed to protect Franchisor's Marks, brand image, goodwill, and standards and systems, and not to control the day-to-day operation of the business. Franchisee shall comply with all rules, regulations, and directives specified by Franchisor, as well as all mandatory standards, specifications and procedures contained in the Brand Standards Manual, as amended from time to time.

(e) **Franchisee Control.** Franchisee acknowledges that it is responsible for the day-to-day operation of its Center, including hiring, setting the conditions of employment, supervision, discipline and termination of all personnel, purchases and maintenance of equipment and supplies, preparing Franchisee's own marketing plans and funding and implementing those marketing plans, maintenance of employment records, and daily maintenance, safety, security and the achievement of compliance with the Brand Standards Manual. Franchisor's ability to approve certain matters, to inspect the Center and its operations and to enforce its rights exists only to the extent necessary to protect its interest in the System and the Marks. Neither the retention nor the exercise of these

rights is for the purpose of establishing any control, or the duty to take control, over those matters that are clearly reserved to Franchisee. Franchisee expressly has control over the following for its employees: wages, benefits, and other compensation; hours or work and scheduling; hiring and discharge; discipline; workplace health and safety; supervision; assignment; and work rules and directions governing the manner, means, or method of work performance.

(f) **Employment Matters.** Franchisee's employees are not Franchisor's agents or employees and Franchisor is not a joint employer of these individuals. Franchisee is solely responsible for performing all administrative functions at the Center, including payroll and providing workers' compensation insurance. Franchisee acknowledges that it is not economically dependent on Franchisor, and that Franchisor does not provide facilities, equipment, housing or transportation for Franchisee's employees or provide to Franchisee's employees tools or materials required for Franchisee's employees to perform services for Franchisee. Franchisee shall comply with all employment laws and regulations.

(g) **Employer Acknowledgment.** Franchisee shall obtain from each of its employees an acknowledgment signed by such persons providing that such individual understands, acknowledges, and agrees that (i) he or she is an employee of Franchisee and not Franchisor and (ii) he or she shall look solely to Franchisee, and not to Franchisor or its affiliates, agents, or employees, for his or her compensation and for all other employment matters.

(h) **Evidence of Relationship.** Franchisee shall hold itself out to the public as an independent contractor by, without limitation: (i) clearly identifying itself in all dealings with third parties as a franchised, independently owned and operated entity, including on all public records, checks, stationery, contracts, receipts, marketing materials, envelopes, letterhead, business cards, employment applications, and other employment documents, invoices and other communications, electronic or otherwise; and (ii) displaying a sign in the Center so as to be clearly visible to the general public indicating that the Center is independently owned and operated as a Center.

(i) **Brand Standards Manual.** Franchisor will provide Franchisee with one (1) or more manuals, policy and procedure statements, or other written notice of standards and specifications which shall contain (i) the mandatory and suggested specifications, standards and operating procedures prescribed from time to time by Franchisor and (ii) information relative to other obligations of Franchisee hereunder and the operation of the Center (collectively the "Brand Standards Manual"). For purposes of this Agreement "Brand Standards Manual" also includes separate manuals and alternative or supplemental communications of the Franchisor such as by bulletins, emails, video, audio, and other electronic or print methods. Franchisee acknowledges the Brand Standards Manual is designed to protect Franchisor's Marks, brand image, goodwill and standards and systems, and is not to control the day to day operation of the Center. The Brand Standards Manual shall at all times remain the sole property of Franchisor and shall promptly be returned to Franchisor upon the expiration, non-renewal, transfer or other termination of this Agreement for any reason. Franchisor may, from time to time, revise the contents of the Brand Standards Manual. To the extent that Franchisor shall deem it necessary or appropriate, Franchisor will provide Franchisee with policy and procedure statements or other written notice of specifications standards and procedures, policies, and other standards and specifications contained in the Brand Standards Manual, policy and procedure statements and other written notices as issued from time to time by Franchisor. Franchisee acknowledges and agrees that all information in the Brand Standards Manual, policy and procedure statements and other notices constitute confidential

information and trade secrets, and shall not be disclosed at any time by Franchisee. Franchisee shall not copy, disclose, duplicate, record or otherwise reproduce, in whole or in part, for whatever reason, the Brand Standards Manual or any other communication or information provided by Franchisor. Franchisor shall have the right to modify the policies and procedures of the Brand Standards Manual at any time, which modifications shall be binding upon Franchisee.

(j) **Variations in Standards.** Because complete and detailed uniformity under varying conditions may not be possible or practical, Franchisor specifically reserves the right, in its sole discretion and as it may deem in the best interests of Franchisee or the Chain, to vary standards within the Center or any other Center in the Chain based upon peculiarities of particular location or circumstances, including, but not limited to, density of population and other demographic factors, size of a franchisee's territory, business practices or customs, or any other condition which Franchisor deems to be of importance to the operation of such Center or the Chain. Franchisee acknowledges that because of these factors and others, there may be variations from standard specifications and practices throughout the Chain and that Franchisee shall not be entitled to require Franchisor to grant like or similar variations or privileges to Franchisee. Franchisee understands and agrees that Franchisor has no obligation to waive, make any exceptions to, or permit Franchisee to deviate from, the standards of the System.

(k) **Franchisee Developments.** Franchisor shall have the right to use and incorporate into the System for the benefit of other franchisees and Franchisor any modifications, ideas or improvements, in whole or in part, developed or discovered by Franchisee or Franchisee's employees or agents, without any liability or obligation to Franchisee or the developer thereof.

(l) **Compliance with Laws.** Franchisee shall at all times during the Term comply with all laws, ordinances, rules and regulations of all applicable governmental bodies, and pay any and all taxes, assessments, fines and penalties arising out of the operation of the Center, including state and federal unemployment taxes and sales taxes and data privacy laws.

(m) **Courtesy, Cooperation, Fair Dealing and Ethical Business Practices.** In all dealings with customers, suppliers, Franchisor and others, Franchisee will act according to the highest standards of honesty, integrity, fair dealing and ethical conduct. At all times and under all circumstances, Franchisee and its employees shall treat all customers and other persons, including Franchisor's agents, officers, and employees with the utmost respect and courtesy, and shall fully cooperate with Franchisor and its agents, officers, and employees in all aspects of the franchise relationship. Franchisee will operate Franchisee's business in full compliance with all applicable laws, ordinances and regulations, including all licensing requirements. Franchisee will not engage in any illegal discriminatory practices. Franchisor makes no representations as to what (if any) licenses, permits, authorizations or otherwise will be required in connection with Franchisee's establishment or operation of Franchisee's business. Franchisee is solely responsible for determining what licenses, permits, authorizations or otherwise are required and to obtain them, all at Franchisee's expense. Franchisee will refrain from any practice which may injure the goodwill associated with the Marks. Franchisee will notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which relates to, or which may affect the operation or financial condition of, Franchisee, Franchisee's business and/or the Marks.

Franchisee agrees to comply with and/or assist Franchisor in Franchisor's compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise. Franchisee agrees to comply with and assist Franchisor in Franchisor's compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities, including, without limitation, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, Franchisee agrees not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to Franchisee's business as may be required by Franchisor or by law. Franchisee confirms that Franchisee is not listed in the Annex to Executive Order 13224 and agrees not to hire any person so listed or have any dealing with a person so listed (the Annex is currently available at <http://www.treasury.gov>). Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such laws, orders and/or regulations, and Franchisee specifically acknowledges and agrees that the Franchisee Indemnifying Parties' indemnification responsibilities as provided in Section 19(b) of this Agreement pertain to Franchisee's obligations hereunder.

(n) Business Relations. Franchisee shall at all times operate the Center in a financially sound, prudent and business-like manner and, without limiting the generality of the foregoing, pay all its bills and accounts promptly when due and shall take no action, or omit to take any action, the result of which would be to tend to disrupt, damage or jeopardize Franchisee's relationship with suppliers or customers, Franchisor's good reputation, or the good reputation of Franchisor's other franchisees. Franchisee will not engage in any trade practice or other activity which is harmful to the goodwill or reflects unfavorably on the reputation of Franchisee, Franchisor, the Center, the Marks, the services and/or products sold at the Center, or constitutes deceptive or unfair competition or otherwise is in violation of any applicable laws.

(o) Crisis Situations. Franchisee shall notify Franchisor immediately upon the occurrence of any situation that may have a significant impact on Franchisee, Franchisor, the Center, or which could have a deleterious effect on THE RESOURCE ROOM brand, Marks or System (a "Crisis"). Franchisee shall follow all of Franchisor's policies, procedures, and instructions in every such situation, including, without limitation, managing public relations and communications, as directed by Franchisor or as specified in the Brand Standards Manual, whether or not Franchisee has retained outside counsel or a public relations firm to assist with such matters. A Crisis includes, but is not limited to, any event that occurs at or about the Center or in connection with the Center that has or may cause harm or injury to customers or employees. Examples include, but are not limited to, injuries to employees or customers, contagious diseases, natural disasters, terrorist acts, shootings, cyber-attacks, or any other circumstance which may damage the System, Marks, or image or reputation of the Center, the System or Franchisor. Franchisee will cooperate fully with Franchisor with respect to Franchisor's response to the Crisis. In the event of the occurrence of a Crisis, Franchisor may establish emergency procedures which may require Franchisee to temporarily close the Center to the public, in which event Franchisor shall not be liable to Franchisee for any loss or costs, including consequential damages or lost profits occasioned thereby. Franchisor will have the right to take control of the management of communications if Franchisor determines that the publicity surrounding the event is likely to have a material adverse effect on the reputation or goodwill of the Center, Marks, System, or Franchisor. Franchisee will obtain Franchisor's consent before any press releases, interviews or public statements are issued by Franchisee, or anyone on its behalf, about events that are likely to receive

or are receiving significant negative public attention related to the Center, Marks, System, or Franchisor.

(p) Change in Marital Status. All Owners, including any new Owners added during the Initial Term or any Renewal Term, and their spouses shall sign the personal guaranty, non-compete, non-solicit, and confidentiality agreements. If Franchisee or one (1) of its Owners or guarantors has a change in marital status during the Term of this Agreement, Franchisee shall promptly inform Franchisor of that change and Franchisee agrees that any new spouse will sign Franchisor's form guaranty, non-compete, and confidentiality agreements.

(q) Books and Records; Financial Reporting.

(i) Books and Records. Franchisee shall maintain during the term of this Agreement and shall preserve for at least five (5) years from the dates of their preparation, and shall make available to Franchisor at Franchisor's request and at Franchisee's expense, full, complete and accurate books, records, and accounts in accordance with generally accepted accounting principles. Franchisee shall maintain such records at the Premises, unless otherwise authorized by Franchisor. Franchisee agrees at all times to use the chart of accounts, format for financial statements, and accounting procedures established from time to time by Franchisor. Franchisor has the right to require Franchisee to grant Franchisor unlimited, remote, 24/7 access to Franchisee's books, records, and accounts that are provided through Computer Systems.

(ii) Submission of Performance Reports. Franchisee shall submit to Franchisor the following performance reports for review or auditing: (1) Gross Revenues reports and performance reports for the prior month; (2) monthly financial statements, including a balance sheet and income statement; and (3) such forms, reports, records, information, and data as Franchisor may designate, in the form and at the times and places required by Franchisor, including without limitation, by electronic telecommunications data transmission methods, upon request and as specified from time to time in the Brand Standards Manual or otherwise in writing. Franchisor may require Franchisee to have a certified public accountant review such statements, reports, and information, the expense of which shall be borne entirely by the Franchisee, and then submit such reviews to the Franchisor. Franchisee also shall immediately notify Franchisor in writing when one (1) or more liens or judgments are filed against the Franchisee, the Center and/or any of the personal guarantors (if any) under this Agreement.

(iii) Submission of Financial Statements and Tax Returns. Franchisee shall submit, within forty-five (45) days following the close of business of Franchisee's fiscal year, copies of a balance sheet, profit and loss statement, and cash flow report prepared and certified by a certified public accountant which cover the previous twelve (12) months of operations of the Center. The fiscal year of the Center must coincide with the calendar year. Franchisee also shall submit, within five (5) days of their filing, its federal and state tax returns for each year during the term of this Agreement; provided, however, that if Franchisee is not a corporation or partnership, Franchisee may, at its option, submit only those schedules to its personal tax filings which reflect the revenues and expenses of the Center.

(iv) **Audit of Franchisee's Records.** Franchisor or its designated agents shall have the right at all reasonable times to examine and copy, at Franchisor's expense, the books, records, and tax returns of the Center and remove copies thereof from the Center premises. Franchisor shall also have the right at any time, at Franchisor's expense, to have an independent audit made of the Center books, records and accounts. If any inspection or audit reveals that an underpayment exists, Franchisee shall immediately pay to Franchisor the amount owing to Franchisor, as determined by the inspection or audit. Upon discovery of an understatement of Two Percent (2%) or more, in addition to prompt payment of the underreported amount, Franchisee shall reimburse Franchisor for any and all expense connected with such inspections or audits, including but not limited to reasonable accounting and legal fees as well as interest as provided for in Section 3 of this Agreement. Such payments shall be without prejudice to any other remedies Franchisor may have under this Agreement or otherwise at law. If a discrepancy of less than Two Percent (2%) is revealed, Franchisor will bear the costs of the audit.

(v) **Forms.** Franchisee will use only such forms, including, without limitation, those used in and generated by the required software, as are approved by Franchisor in the Brand Standards Manual or otherwise in writing. Franchisee will obtain all forms specified by Franchisor and/or the required software, at Franchisee's expense, from suppliers approved by Franchisor. Franchisor may maintain and make available to Franchisee all or a portion of such forms electronically in addition to, or in lieu of, providing hard copies to Franchisee.

(vi) **Payroll.** At Franchisor's request, Franchisee will use a payroll service designated by Franchisor, or another service approved in writing by Franchisor, at Franchisor's sole discretion, which will include as part of its service the impounding and payment of all employee withholding taxes payable to the Internal Revenue Service and state and local taxing authorities. Franchisee will be responsible for all charges related to the payroll service. In addition, upon Franchisor's request Franchisee must submit copies of all quarterly Forms 941 and all proofs of payment related thereto to Franchisor within ten (10) days of the date such forms and payments are submitted to pertinent governmental agencies.

(vii) **Accounting Service Provider.** Franchisor has the right to require Franchisee to use an accounting service provider mandated by Franchisor. Franchisee will be responsible for all charges related to the accounting service provider.

(viii) **Initial Investment Report.** Within one hundred twenty (120) days after opening for business, Franchisee shall submit to Franchisor a report detailing Franchisee's investment costs to develop and open the Center, with costs allocated to the categories described in Item 7 of Franchisor's Franchise Disclosure Document and with such other information as Franchisor may request.

(r) **Inspections.** Franchisor and its agents have the right to enter Premises, with or without notice, in person or remotely via communications technology, in order to inspect, photograph, and/or videotape on-going new construction or leasehold improvements, equipment and operations, and the performance of any and all services provided in and around the Center and/or the Premises to ensure compliance with all requirements of this Agreement. Franchisee will

cooperate with Franchisor's representatives in those inspections by rendering whatever assistance Franchisor may reasonably request, including using communications or audiovisual technology, such as a smartphone, to facilitate the remote inspection by Franchisor or Franchisor's agents and providing the assistance necessary to enable Franchisor to contact and interview contractors, vendors and suppliers, as well as Franchisee's customers and former customers. Upon reasonable notice from Franchisor, and without limiting Franchisor's other rights under this Agreement, Franchisee will take such steps as may be necessary to correct the deficiencies detected during any such inspection, including without limitation immediately correcting any problems with construction or leasehold improvements, and immediately desisting from the further use of any equipment, advertising materials, products, or materials that do not conform to Franchisor's then-current plans and specifications, the Brand Standards Manual, or other standards or requirements, and to repair or replace anything in the Center that does not so conform. Franchisee acknowledges and agrees that any and all inspections by Franchisor and all demands made by Franchisor to correct deficiencies and conform to Franchisor's standards and specifications will not constitute a representation or warranty by Franchisor that the Center or its operations comply with applicable laws, codes, ordinances, regulations or governmental standards. Upon reasonable written notification from Franchisor of a scheduled inspection, one (1) of Franchisee's Owners must be present during such inspection.

(s) Computer System.

(i) Obligation to Obtain Computer Systems. Franchisee, at its expense, shall purchase or lease and thereafter maintain such computer hardware and software, mobile application(s), cloud-based systems and/or software, smartphone(s), tablet, broadband high-speed internet service, active e-mail account, required dedicated telephone and power lines, modem(s) printer(s), point-of-sale systems, scheduling systems, electronics, communications systems, student management systems, instructional systems, robotics, automation and other computer-related or technology-related accessories or peripheral equipment as Franchisor specifies ("Computer Systems"). Franchisor's requirements for the Computer Systems will be updated from time to time as deemed necessary by Franchisor in accordance with changing technology and industry standards and may require Franchisee to lease or purchase new Computer Systems. Franchisee must periodically update, as required by the Franchisor and/or the Computer Systems' manufacturers or vendors, all Computer Systems solely at the Franchisee's expense. Franchisee may be required to license proprietary Computer Systems directly from Franchisor or Franchisor's affiliates. Franchisee may be required to enter into license agreement(s) with Franchisor or other suppliers to provide all or part of the Computer Systems. Franchisor and its agents shall have the right to access all information related to the operation of the Center that is accessed or stored on the Computer Systems, whether in-person or from a remote location, without the need for Franchisee's consent, at the times and in the manner prescribed by Franchisor, which may be unlimited, remote, 24/7 access. Franchisor may use data from the Computer Systems in any way it deems fit. Despite the fact that Franchisee agrees to buy, use, and maintain the Computer Systems according to Franchisor's standards and specifications, Franchisee will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer Systems; (2) the manner in which the Computer Systems interfaces with Franchisor's and any third party's computer system; and (3) any and all consequences if the Computer Systems is not properly operated, maintained, and upgraded. Franchisee may not install any software, other than

authorized upgrades, or make any hardware modifications to the Computer Systems that might hamper or interfere with the operation of the Computer Systems in the manner Franchisor requires. Franchisee acknowledges and agrees that Franchisor shall have no responsibility under any circumstances for any malfunction or "crash" of any Computer System provided by or approved by Franchisor, including, but not limited to, for any data lost as a result of such malfunction or "crash." Franchisor shall have unlimited, independent access to all information and data (including the Franchisee Data) produced by or otherwise located on any of Franchisee's Computer Systems.

(ii) **Connection to Franchisor's Systems.** Franchisor and its agents shall have the right to access all information related to the operation of the Center that is accessed or stored on the Computer Systems, whether in-person or from a remote location, without the need for Franchisee's consent, at the times and in the manner prescribed by Franchisor, which may be unlimited, remote, 24/7 access if required by Franchisor. If required, Franchisee shall provide such assistance as may be required to connect to Computer Systems with Franchisor's computer or wireless system. Franchisor shall thereafter have the right from time to time and at any time to retrieve and use for any purpose such data and information from Franchisee's Computer Systems, or from any third party or Franchisor-provided Computer Systems as Franchisor, in its sole and exclusive discretion, deems necessary or desirable. In view of the contemplated interconnection of Computer Systems and the necessity that such systems be compatible with each other, Franchisee expressly agrees that it will strictly comply with Franchisor's standards and specifications for all item(s) associated with Franchisee's Computer Systems. Franchisor shall have no liability to Franchisee as a result of Franchisor accessing or failing to access the Computer Systems. Upon request, Franchisee shall provide Franchisor with all required passwords or login credentials to access the Computer Systems.

(iii) **Telephone and Connectivity.** Franchisee will secure and maintain separate business telephone lines for telephone and email use at the Center as specified by Franchisor in the Brand Standards Manual or otherwise. Franchisee will also Franchisee will secure and maintain high speed Internet connection at the Center as specified by Franchisor in the Confidential Brand Standards Manuals or otherwise. Franchisee will provide continuous telephone answering coverage by an employee whenever the Center is open for business. Franchisee will be solely responsible for the payment of all bills which result from the use and/or maintenance of the telephone lines and Internet connections at the Center and the operation of all Computer Systems.

(iv) **Data.** All data provided by Franchisee, uploaded to Franchisor's system from Franchisee's system, and/or downloaded from Franchisee's system to Franchisor's system, is, and will be owned exclusively by Franchisor and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with the System, or in connection with Franchisee's operation of the Center (including but not limited to consumer and transaction data), is and will be owned exclusively by Franchisor during the term of, and following termination, non-renewal, or expiration of, this Agreement for any reason. Copies and/or originals of such data must be provided to Franchisor upon Franchisor's request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for

Franchisee's use in connection with the establishment and operation of the Center pursuant to this Agreement.

(t) **Gift Cards.** Franchisee shall sell or otherwise issue gift cards or certificates (together "Gift Cards") that have been prepared utilizing the standard form of Gift Card provided or designated by Franchisor and only in the manner specified by Franchisor in the Brand Standards Manual or otherwise in writing. Franchisee shall fully honor all Gift Cards that are in the form provided or approved by Franchisor regardless of whether a Gift Card was issued by Franchisor via its website, Franchisee or another franchisee. Franchisee shall sell, issue, and redeem (without any offset against any Royalties) Gift Cards in accordance with procedures and policies specified by Franchisor in the Brand Standards Manual or otherwise in writing, including those relating to procedures by which Franchisee shall request reimbursement for Gift Cards issued by other franchisees and for making timely payment to Franchisor, other operators of franchises, or a third-party service provider for Gift Cards issued by Franchisee that are honored by Franchisor or other franchise operators.

(u) **Group Buying Services.** Franchisee agrees not to use any group buying services, including, without limitation, Groupon or Living Social, without first obtaining express written permission of Franchisor. As with all advertising, advertisements placed with a group buying service are subject to the Section 8(e) herein.

(v) **Credit Card Processing.** Franchisee agrees to use such credit card processing services approved by Franchisor and to purchase and maintain, at Franchisee's expense, any equipment necessary to permit such credit card processing functionality. Notwithstanding the credit card processing requirement, Franchisor does not represent, nor does it certify or warrant, to Franchisee or Franchisee's customers that the credit card processing service approved by Franchisor is compliant, whether or not certified as such, with the PCI Data Security Standards.

(w) **Data Protection; Privacy.**

(i) **Definition of Personal Information.** As used in this Agreement, "Personal Information" shall mean (i) any information that can be used to identify, locate, or contact an individual or household, including but not limited to Franchisee's employees and customers and (ii) information that is defined as protected, personal information under any Privacy Law.

(ii) **Data Protection and Security Policies.** Franchisee shall comply with, or, as applicable, adopt policies consistent with the then-current version of Franchisor's data protection and security policies as may be described in the Brand Standards Manual ("Data Protection and Security Policies"). Such policies may govern how Franchised Business Data and Personal Information contained in such data shall be collected, used, store, processed, shared, or destroyed. Franchisor has the right, but not the obligation to create such Data Protection and Security Policies. Franchisee acknowledges that Franchisor may supplement, modify, or amend the Data Protection and Security Policies from time to time in its sole discretion, and that Franchisee shall comply with such modifications or amendments within thirty (30) days of notice from Franchisor. Franchisor may require Franchisee to institute a data privacy policy for its Center. Franchisee shall not publish,

disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.

(iii) **Privacy Laws.** Franchisee warrants and represents and covenants that it shall comply with (i) applicable prevailing industry standards concerning privacy, data protection, confidentiality and information security, including, without limitation, the then-current Payment Card Industry Data Security Standard of the PCI Security Standards Council ("PCI-DSS"), (ii) those mandatory Data Protection and Security Policies, if any, and (iii) all applicable international, federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Personal Information, including the Children's Online Privacy Protection Act (collectively, "Privacy Laws").

(iv) **Marketing; Consumer Protection.** Franchisee warrants and represents not to transmit or cause any other party to transmit advertisements or solicitations by e-mail, SMS text message, or other electronic media without first obtaining Franchisor's written consent as to: (a) the content of such e-mail, electronic, or SMS text message advertisements or solicitations; and (b) Franchisee's plan for transmitting such advertisements. In addition to any other provision of this Agreement, Franchisee shall be solely responsible for compliance with all laws pertaining to e-mails, including, but not limited to, the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003"), and to use of automatic dialing systems, SMS text messages, and artificial or prerecorded voice messages, including but not limited to the Telephone Consumer Protection Act of 1991 ("TCPA"), as amended from time to time. Franchisee must comply with the Fair and Accurate Credit Transactions Act (FACTA) and all other consumer protection laws and regulations.

(v) **Security: Security Breach.** Franchisee shall establish, and comply with appropriate internal, physical, and technical security measures in order to protect Personal Information associated with the Center and the Franchised Business Data against unauthorized disclosure and access and accidental or unlawful destruction, loss, or alteration. Franchisee shall cooperate with Franchisor in any audit that Franchisor may conduct from time to time of its data storage and management systems and Franchisee's storage of Personal Information. In addition, if Franchisee becomes aware of any actual or suspected unauthorized access, processing, loss, use, disclosure, alteration, destruction, transfer, or other compromise or acquisition of or access to any Personal Information, whether such information is stored in paper or electronic form, or information that might reasonably expose Franchisor to any harm or prejudice of any type or actual or suspected intrusion by an unauthorized third party into Franchisee's or Franchisor's computers, networks, servers, IT resources, or paper files ("Security Breach"), Franchisee shall immediately notify the Franchisor's President via telephone of such matter and shall thereafter cooperate with Franchisor to investigate and remedy such matter. Except to the extent required by applicable law, no public disclosure of any instance of such unauthorized access or breach shall be made by Franchisee unless Franchisor has authorized the provision of notice and the form of such notice in writing. Franchisee shall reimburse Franchisor for all reasonable Notification and Remediation Related Costs (hereinafter defined) incurred by Franchisor arising out of or in connection with any such

Security Breach that is directly or indirectly caused by Franchisee or its personnel. "Notification and Remediation Related Costs" shall include Franchisor's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (i) preparation and mailing or other transmission of legally required notifications to affected individuals, regulators and attorneys general; (ii) preparation and mailing or other transmission of such other communications to customers, agents or others as Franchisor deems reasonably appropriate; (iii) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (iv) engagement of information technology consultants, public relations and other similar crisis management services; (v) payment of legal and accounting fees and expenses associated with Franchisor's investigation of and response to the Security Breach; and (vi) payment of costs for commercially reasonable credit reporting services that are associated with legally required notifications or are advisable under the circumstances. Franchisee Indemnifying Parties agree to hold harmless, defend and indemnify Franchisor Indemnified Parties from and against any and all losses, expenses, judgments, claims, attorney fees and damages arising out of or in connection with any claim or cause of action in which Franchisor Indemnified Parties shall be a named defendant and which arises, directly or indirectly, out of the operation of, or in connection with a Security Breach or Franchisee's or Franchisee Indemnifying Parties' violation of any Privacy Law, Data Protection and Security Policies, consumer protection-related law or regulation, e-mail marketing and other marketing laws and regulations, and the PCI-DSS.

(vi) **Inspection.** Franchisor, through its employees and/or any agents designated by Franchisor from time to time, may at any time during business hours, and without prior notice to Franchisee enter upon and inspect the Center and examine Franchisee's Computer Systems, databases, business records and other supporting records and documents in order to verify compliance with its Data Protection and Security Policies, and Privacy Laws. Any such inspection shall be made at Franchisor's expense, provided that if such inspection is necessitated by Franchisee's repeated or continuing failure to comply with the Data Protection and Security Policies, Privacy Laws, this Agreement, Franchisor may charge Franchisee for the costs of making such inspection, including without limitation, travel expenses, room and board, and compensation of Franchisor's employees and/or agents.

(vii) **Personal Information Consent and Requests.** Franchisee is responsible for obtaining any required consent to the collection, use, storage, processing, and sharing of Personal Information from its customers, employees, and other parties from which it is required to obtain consent under the Privacy Laws or Data Protection and Security Policies. Franchisee shall retain copies of the consent and store them and share them with Franchisor in the manner Franchisor requires. Franchisee shall fully comply with Data Protection and Security Policies and Privacy Laws as they relate to a person's exercise of his or her rights under the Privacy Laws. If any person contacts Franchisee seeking to exercise any right under law pertaining to Personal Information, Franchisee shall comply with such request in accordance with the terms of this Agreement, including the Data Protection and Security Policies, the Brand Standards Manual, the Privacy Laws, and as otherwise instructed by Franchisor. If requested by Franchisor, Franchisee must cooperate or coordinate with Franchisor to provide information about the way that Franchisee has collected, used, stored, processed, and shared Personal Information.

(viii) **Use of Personal Information.** Franchisee warrants and represents and covenants that it shall not collect, use, store, process, or share Personal Information unless such action is permitted by (i) the terms of this Agreement, (ii) the terms of the Data Protection and Security Policies, (iii) the standards in the Brand Standards Manual, (iv) Privacy Laws, and if, applicable, (v) written approval of Franchisor. Franchisee shall collect, use, store, process, and share Personal Information only for purposes of operating the Center. Franchisee shall not sell Personal Information. Franchisee shall not re-identify any Personal Information that has been de-identified. If Franchisee engages any vendor that will collect, use, store, process, or share Personal Information, Franchisee must contractually bind the vendor to the data protection obligations that Franchisor requires.

(x) **Secret Shoppers; Toll-Free Number; Etc.** Franchisor may, at its sole discretion, institute various programs for verifying customer satisfaction and/or Franchisee's compliance with all operational and other aspects of the System, including, without limitation, marketing research surveys, a toll-free number, customer comment cards, secret shoppers, or otherwise. Franchisor will share with Franchisee the results of such programs as they pertain to Franchisee's business and Franchisee agrees to reimburse Franchisor for all costs associated with any and all such programs, which cost may be drafted by EFT at the sole discretion of Franchisor.

(y) **Franchise Advisory Council.** Franchisor may, but is not obligated to, form a Franchise Advisory Council selected by Franchisor in Franchisor's sole discretion, which shall provide Franchisor input as Franchisor may request from time to time ("FAC"). The FAC exists at Franchisor's pleasure, and Franchisor is not obligated or bound by any input provided by the FAC. The FAC will consist of franchisees in full compliance with this Agreement and/or Franchisor's representatives. Franchisor has the right to add or remove members of the FAC in Franchisor's sole discretion.

(z) **Customer Service and Payments.** Franchisee must follow the procedures for customer complaints found in the Brand Standards Manual. Resolution of customer concerns may involve discounting goods or services and other such measures that affect the Gross Revenues and profits of the Center. Franchisor reserves the right to charge Franchisee for Franchisor's costs to respond and/or resolve a complaint by Franchisee's customers that Franchisee does not satisfactorily resolve. Franchisee shall comply with Franchisor's policies for customer refunds. Franchisee agrees to accept the types and forms of customer payment as Franchisor may require from time to time and shall not accept a type or form of payment that Franchisor has not authorized.

(aa) **No Warranties.** FRANCHISOR, ITS AFFILIATES, AND THEIR REPRESENTATIVES, MAKE NO WARRANTY WITH RESPECT TO ANY PRODUCTS, SERVICES, EQUIPMENT, SUPPLIES OR OTHER ITEMS FRANCHISOR, ITS AFFILIATES, AND THEIR REPRESENTATIVES, APPROVE, SUPPLY, OR REQUIRE FRANCHISEE TO PURCHASE OR USE. FRANCHISOR, ITS AFFILIATES, AND THEIR REPRESENTATIVES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SUCH PRODUCTS, EQUIPMENT, SUPPLIES, OR OTHER APPROVED ITEMS.

12. Suppliers, Products and Services.

(a) Suppliers, Products, and Services. In the operation of the Center, Franchisee shall use and sell only those products, materials, supplies, equipment, Computer Systems, technology, and services that have been specifically designated, approved or required by Franchisor. Franchisee shall sell all goods and services required by Franchisor. To the extent that Franchisor has established designated or approved suppliers, Franchisee shall obtain all products, materials, supplies, equipment, technology, Computer Systems, and services that are used in operation of the Center from suppliers that Franchisor shall have specifically designated or approved. Franchisee may be required to purchase from Franchisor certain products or services, or Franchisor may designate an affiliate as the designated supplier of any products, materials, supplies, equipment, technology, or services used in the operation of the Center. Franchisor may designate exclusive suppliers for any products, materials, supplies, equipment and service. Franchisor or its affiliates may receive payments, discounts, or other compensation from suppliers on account of the suppliers' dealings with Franchisor, Franchisee, or other franchised businesses in the System. Franchisor may use any amounts that it receives from suppliers for any purpose that Franchisor deems appropriate. Further if Franchisor and its affiliates sell any goods and services to Franchisee, Franchisor and its affiliates may make a profit. Franchisee hereby agrees that Franchisor and its affiliates are entitled to such profits, payments, discounts, or other compensation. Franchisor and its affiliates may negotiate supply contracts with its suppliers under which Franchisor is able to purchase products, equipment, supplies, and services at a price lower than that at which franchisees are able to purchase the same items. Franchisor may, from time to time, amend the list of approved products and suppliers, and Franchisee must comply with any such changes within thirty (30) days after receiving notice of the change. Products and services other than those required to be obtained from Franchisor or a designated supplier may be purchased from any source provided that the particular supplier, services, and products have been approved by Franchisor. Franchisor may, from time to time, amend the list of approved products and suppliers. If Franchisee requests that Franchisor review a new or alternate supplier, service, or product, Franchisee shall pay Franchisor's then-current evaluation fee plus any costs and expenses Franchisor incurs as a result of its evaluation.

(b) Pricing. Franchisee shall have the right during the Term to set prices provided that, subject to applicable antitrust laws, such pricing: (1) complies with any minimum or maximum prices set by Franchisor; and (2) complies with any prices specified by Franchisor; and (3) conforms to any bona fide promotional programs or national or regional accounts programs periodically established by Franchisor. Franchisor retains the right to modify its pricing policies from time to time in its sole discretion. Franchisor specifically reserves the right, in its sole discretion and as it may deem in the best interests of Franchisee or the Chain, to vary pricing standards and policies within the Center or any other Center in the Chain based upon peculiarities of particular location or circumstances, including, but not limited to, density of population and other demographic factors, size of a franchisee's territory, business practices or customs, cost of a franchisee's rent or mortgage payments, or any other condition which Franchisor deems to be of importance to the operation of such Center or the Chain. Franchisee acknowledges that because of these factors and others, there may be variations from standard pricing policies and practices throughout the Chain and that Franchisee shall not be entitled to require Franchisor to grant like or similar variations or privileges to Franchisee. Franchisee must provide to Franchisor a price list containing all of the prices charged for the products and services supplied by the Center. The price

list must be updated and supplied to Franchisor every time Franchisee alters its prices and, in any event, at least annually.

(c) **System Changes.** Franchisee acknowledges that the System, the services, and products offered by the Center may be modified (such as, but not limited to, the addition, deletion, and/or modification of operating procedures, products, and services) from time to time by Franchisor; and Franchisee agrees to comply, at its expense, with all such modifications, including, without limitation, all requirements needed to implement the modifications. Franchisee agrees there is no limit to Franchisor's ability to modify the System. Franchisee may be required to pay additional or increased fees to Franchisor, its affiliates, or third-party vendors, as a result of these System changes.

(d) **Technology Changes.** Franchisee acknowledges and agrees that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and Franchisee agrees that it will abide by those reasonable new standards established by Franchisor, at Franchisee's sole cost and expense. Franchisee may be required to pay additional or increased fees to Franchisor, its affiliates, or third-party vendors, as a result of these changes to technology.

(e) **Promotional Requirements.** Franchisor has the right to require Franchisee to participate in national, regional, and local giveaways and promotions. Franchisee may be required to provide free or discounted items or other free or discounted products or services as a result of such giveaways or promotions. Franchisor is not required to reimburse Franchisee for Franchisee's costs and expenses incurred as a result of these giveaways and promotions.

13. Transfer; Franchisor's Right of First Refusal.

(a) **Transfers by Franchisor.** This Agreement, and any and/or all of Franchisor's rights and/or obligations under it, are fully transferable by Franchisor in Franchisor's sole discretion and will inure to the benefit of any person or entity to whom Franchisor transfers it, or to any other legal successor to Franchisor's interest in this Agreement. If Franchisor transfers this Agreement, or any and/or all of Franchisor's rights and/or obligations under it, all past, current and future obligations of Franchisor to Franchisee will cease and be forever extinguished. Franchisor shall be released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment, and Franchisee's obligations and duties shall be and will remain the same notwithstanding any such assignment. Franchisor may be sold and/or Franchisor may sell any or all of its assets to a competitive or other entity; or Franchisor may participate in an initial, or other, public offering or private placement of Franchisor's stock; may merge, acquire other entities and/or assets (competitive or not); may be acquired by a competitive or other entity; and/or may undertake any refinancing, leveraged buy-out and/or other transaction. Franchisee waives any and all claims, demands and/or damages with respect to any transaction or otherwise allowed under this section or otherwise.

(b) **Transfers by Franchisee.** The rights and interest of Franchisee under this Agreement are and shall remain personal to Franchisee. Franchisee recognizes that Franchisor has granted the License in reliance on the business, financial capacity, personal skill, qualifications and representations of the Owners of Franchisee and in reliance upon Section 13, 14, 15 and 23 of

this Agreement and the Owners' agreement to be bound thereby. Therefore, neither Franchisee's interest, rights or privileges in the Agreement, the License, substantially all of the assets of the Center, or the Center, nor the Owners' interest in Franchisee or the Owner(s), in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, in any manner, shall be transferred, except as provided in this Section 13. For purposes of this Agreement, the term "transfer" shall mean any issuance, sale, assignment, gift, pledge, mortgage or any other encumbrance (other than a lien against Franchisee's assets to secure a loan for the construction, remodeling, equipping or operation of the Center), transfer by bankruptcy, transfer by judicial order, merger, consolidation share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary. Except as provided below, any ownership or structural changes in Franchisee including but not limited to, any merger, reorganization, issuance of additional shares or classes of stock or additional partnership interests, shall constitute and be deemed a transfer and shall be subject to the provisions of Section 13(d).

(c) Franchisor's Right of First Refusal.

(i) Exercise of Right. If Franchisee or an Owner proposes to transfer this Agreement or its interest herein or in the Center, in whole or in part, Franchisee must first deliver a statement to Franchisor offering to sell to Franchisor the Franchisee's or Owner's interest in this Agreement and the land, building, equipment, furniture and fixtures and any other assets or leasehold interests used in the operation of the business. If the proposed transfer involves an offer from a third party, then Franchisee must obtain from the third-party offeror and deliver to Franchisor a statement, in writing, signed by the offeror and by Franchisee, of the binding and non-binding terms of the offer. If the transfer does not involve an offer from a third party, then the purchase price for Franchisor's purchase of assets described above will be the fair market value of the assets or interests, but shall not include the value of any goodwill of the business, as the goodwill of the business is attributable to the Marks and the System. If Franchisee disagrees with the value of the Center as determined by Franchisor, then Franchisee and Franchisor shall each hire an appraiser (or a single appraiser, if they so agree) to value the assets or interests. If the appraisals are within twenty percent (20%) of each other, then the difference between the two shall be equally divided to establish the price at which Franchisor may exercise its first right and option. If the difference between the appraisals is greater than twenty percent (20%), then the issue of the fair market value of such consideration shall be determined by a third appraiser selected by the other two appraisers and whose decisions shall be final, except that it may not be lower or higher than the lowest appraisal and highest appraisal, respectively, determined by the first two appraisers. Franchisor and Franchisee will each pay one-half of the third appraiser's fees and expenses. Franchisor then has forty-five (45) days from its receipt of the statement setting forth the third-party offer or the appraiser's report, as applicable (and all other information requested by Franchisor) to accept the offer by delivering written notice of acceptance to Franchisee. During said forty-five (45) day period, Franchisor shall have the right to inspect all Franchisee's books and records relating to the Center, specifically including all financial records and statements for the three (3) full fiscal years preceding the date on which the forty-five (45) day right of first refusal commences. Franchisor will have an additional 45 days to complete the purchase if Franchisor elects to exercise its right of first refusal. Franchisor's acceptance of any right of first refusal will be on the same price and terms set forth in the statement delivered to Franchisor; provided, however (and regardless of whether the following are inconsistent

with the price and terms set forth in the statement) (1) Franchisor has the right to substitute equivalent cash for any noncash consideration included in the offer, (2) Franchisor will prepare the transaction documents for the transfer, which will be on terms customary for this type of transaction (including representations and warranties, covenants, conditions, and indemnification), and (3) Franchisor's purchase may be limited to any assets related to the business. Franchisor has the unrestricted right to assign this option to purchase the assets or interests.

(ii) **Approval of Transfers.** If Franchisor decides not to exercise its right of refusal, Franchisor shall have the right to approve or disapprove the proposed transfer; provided, however, Franchisor's consent shall not be unreasonably withheld as provided in Section 13(d). If Franchisor approves the transfer in writing, Franchisee (or Owner, as applicable) may make the proposed transfer on the exact terms and conditions specified in Franchisee's notice to Franchisor within sixty (60) days after the expiration of Franchisor's right of first refusal. If the transfer is not consummated within such sixty (60)-day period, Franchisee may not thereafter transfer such interest without again complying with this Section 13.

(d) **Conditions on Transfer.** Provided Franchisor chooses not to exercise its right of first refusal, Franchisor agrees that it will not unreasonably withhold its consent to a proposed transfer if all the following conditions are satisfied:

(i) **Compliance.** Franchisee is in full compliance with this Agreement and there are no uncured defaults by Franchisee hereunder, and all debts and financial obligations of Franchisee under this Agreement are current, including Franchisee's obligations to the Brand Development Fund, each Cooperative of which Franchisee is a member, and all vendors, including but not limited to, Franchisor and any affiliate;

(ii) **Agreements.** The proposed transferee executes such documents as Franchisor may reasonably require to evidence that it has assumed the obligations of Franchisee under this Agreement, including, but not limited to, the then current version of the Franchise Agreement, and if required by Franchisor, the proposed transferee executes, and in appropriate circumstances, causes such other parties as Franchisor may require to execute, Franchisor's then-current ancillary agreements to this Agreement, which documents may be substantially different than those executed contemporaneously with the execution of this Agreement. The Franchise Agreement between Franchisor and Franchisee will terminate once an approved transfer is completed;

(iii) **Release.** Franchisee; Owners; guarantors of the Franchisee; and their respective predecessors, parents, affiliates, subsidiaries, shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, personal representatives, heirs, executors, administrators, successors, and assigns execute a general release, in a form prescribed by Franchisor, releasing Franchisor's predecessors, parents, affiliates, and subsidiaries; and their respective shareholders, members, officers, directors, owners and employees, agents, representatives, attorneys, accountants, guarantors, successors, and assigns, in both their corporate and individual capacities, from any and all claims, causes of action, demands, debts, liabilities, obligations, fees, costs and expenses, including without limitation, claims and causes of action arising under federal,

state and local laws, rules, regulations and ordinances, arising prior to and including the date the transfer becomes effective;

(iv) **Training.** Prior to the date of the proposed transfer, the proposed transferee's principal operator and managers undertake and complete, to the satisfaction of Franchisor, such training and instruction as Franchisor shall deem necessary;

(v) **Qualifications.** Franchisor is satisfied that the proposed transferee, and if the proposed transferee is an entity, all owners of any interest in such entity, meets all of the requirement for Franchisor's new franchisees applicable on the date Franchisor receives notice of the proposed transfer and including, but not limited to, good reputation and character, business experience, management experience, and financial strength and liquidity;

(vi) **Continuing Obligations.** Franchisee and/or Owner(s) transferring an interest in Franchisee acknowledge and agree in writing that it is bound by Sections 14, 15 and 23 of this Agreement;

(vii) **Transfer Fee.** Franchisee or the Owner, as applicable, pays to Franchisor a transfer fee equal to SIX THOUSAND DOLLARS (\$6,000), which transfer fee must be deposited with Franchisor on a non-refundable basis upon Franchisee's notification to Franchisor of the proposed transfer and prior to Franchisor's undertaking any review, drafting of documents, training or other activities. If Franchisor does not approve the transfer or the transfer is not completed, Franchisee's transfer fee will be returned to Franchisee minus Franchisor's expenses incurred (including legal fees) for review and consideration of the transfer;

(viii) **Required Documents.** The proposed transferee, and all owners of any interest in a transferee that is an entity, provide Franchisor, at least forty-five (45) days prior to the proposed transfer date, with copies of financial statements for the preceding three (3) years, and where applicable, its certificate of incorporation and bylaws (and any amendments or modifications thereof), minutes and resolutions and all other documents, records and information pertaining to the transferee's existence and ownership. Franchisor has the right to require Franchisee to prepare and furnish to the proposed transferee and/or Franchisor such financial reports and other data relating to the Center and its operations as Franchisor deems reasonably necessary or appropriate for transferee and/or Franchisor to evaluate the Center and the proposed transfer. Franchisee agrees that Franchisor has the right to confer with the proposed transferee and furnish it with information concerning the Center and proposed transfer without being held liable to Franchisee, except for intentional misstatements made to a transferee. Any information furnished by Franchisor to the proposed transferee is for the sole purpose of permitting them to evaluate the Center and proposed transfer and must not be construed in any manner or form whatsoever as claims of success or failure.

(ix) **Update.** Within the time specified by Franchisor, Franchisee, at its expense, shall refurbish the Center, as necessary, to conform the Center to Franchisor's then-current standards and specifications, including, without limitation, specifications regarding, signage, size, color, trade dress, presentation of the Marks, fixtures, flooring, carpeting, and installed equipment.

(x) **Payment of Creditors and Supplier.** Prior to or upon closing of the transfer, Franchisee shall pay in full all creditors and suppliers of the Center.

(e) **Permitted Transferee.** Notwithstanding the foregoing, provided Franchisee is in compliance with this Agreement, an Owner of less than Fifty One Percent (51%) of Franchisee's business ownership interests may transfer all or a portion of his interest in Franchisee to another Owner or to Franchisee (such person or entity being referred to as a "Permitted Transferee") and such transfer shall not be subject to the restrictions of this Section 13, including but not limited to the transfer fee set forth herein; provided, however, Franchisee shall promptly notify Franchisor of any such transfer and the exiting Owner shall sign Franchisor's form of a general release and termination agreement.

(f) **Transfer to a Wholly Owned Entity.** Notwithstanding anything in this Section 13 to the contrary, if Franchisee consists of one (1) or more individual(s), Franchisee may transfer its interest under this Agreement to a corporation, limited liability company or other legal entity without such a transfer being subject to the restrictions of this Section 13 so long as: (1) the legal entity is owned entirely by all of the original individual franchisees or personal guarantors hereof; (2) each and all of the obligations of Franchisee and the new legal entity are personally guaranteed by the original individual franchisees or personal guarantors hereof; (3) Franchisor receives prior written notice of the transfer along with a complete set of the new legal entity's filed, date stamped formation documents; and (4) Franchisee and the new legal entity enter into a written assignment and assumption agreement in a form prescribed by Franchisor pursuant to which the new legal entity assumes and agrees to discharge all of Franchisee's obligations under this Agreement.

(g) **Death and Disability.**

(i) **Transfer Upon Death or Disability.** Upon the death or disability of Franchisee or any Owner of Franchisee, the Franchisee's or any such Owner's executor, administrator, conservator, guardian, or other personal representative must transfer the Franchisee's interest in this Agreement, or the Owner's ownership interest in Franchisee, to a third party (which may be Franchisee's or the Owner's heirs, beneficiaries, or devisees). That transfer must be completed within a reasonable time, not to exceed six (6) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 13. Failure to transfer Franchisee's interest in this Agreement, or the Owner's ownership interest in Franchisee, within this period is a breach of this Agreement. The term "disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent Franchisee or the Owner from operating the Center in the manner required by this Agreement and the Brand Standards Manuals or from performing its, his, or her obligations under this Agreement and the Brand Standards Manuals.

(ii) **Operation upon Death or Disability.** During the period between death or disability of Franchisee or any Owner of Franchisee and the completion of the transfer described in Section 13(g)(i), the Center still must be operated in accordance with the terms and conditions of this Agreement. Upon the death or disability of Franchisee or any Owner of Franchisee, the Franchisee's or any such Owner's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed thirty (30) days from the date of death or disability, appoint an Operations Manager (unless

Franchisee or the Owner had previously appointed an Operations Manager who remains responsible for the day-to-day operation of the Center). Any new Operations Manager must complete Franchisor's standard training program at Franchisee's expense, sign Franchisor's then-current form of confidentiality and non-compete agreement, and comply with any of Franchisor's then-current requirements for approval of an Operations Manager.

(h) **Non-Waiver.** Franchisor's consent to a transfer of any interest in Franchisee or the Center granted through this Agreement will not constitute a waiver of any claims it may have against the transferring party, nor will it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

(i) **Transfer Damages.** If Franchisee or an Owner engages in a transfer without first complying with the applicable transfer provisions of this Agreement (including without limitation, the provisions of Section 13) Franchisee agrees to pay to Franchisor, within fifteen (15) days of receiving notice from Franchisor, in addition to the amounts owed under this Agreement, transfer damages equal to (a) fifteen percent (15%) of the price paid by the transferee to Franchisee or the Owners, as applicable, or (b) Twenty-Five Thousand Dollars (\$25,000), whichever is greater. The parties to this Agreement acknowledge and agree that it would be impractical to determine precisely the damages Franchisor would incur from this Agreement's unauthorized transfer. The parties consider this transfer damages provision to be a reasonable, good faith pre-estimate of those damages.

14. Covenant Against Unfair Competition.

(a) **Franchisee's Covenant Against Unfair Competition – During Term.** Franchisee acknowledges it will receive valuable, specialized training and Confidential Information (as defined in Section 15) regarding the production, services, operational, sales, promotional, and marketing methods of THE RESOURCE ROOM concept that Franchisor has developed through monetary and other resource expenditures that provide competitive advantages to Franchisor's System. During the Term, Franchisee and its Owners will not, without Franchisor's prior written consent, for themselves, or through, on behalf of, or in conjunction with any other person or entity:

- (i) own, manage engage in, be employed by, advise, make loans to, or have any other interest in, as a partner, owner, officer, executive, managerial employee, director, salesperson or consultant for, any Competitive Business (as defined in Section 14(f));
- (ii) offer or grant franchises or licenses for any Competitive Business; or
- (iii) become a franchisee or licensee of any Competitive Business; or
- (iv) perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) **Franchisee's Non-Solicitation Covenant – During Term.** Franchisee acknowledges it will receive customer and vendor information that is considered Confidential Information of the Franchisor. During the Term, Franchisee and its Owners will not, without

Franchisor's prior written consent for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(i) solicit, divert or attempt to solicit or divert any customer of the Center at any time during the term of this Agreement, to any Competitive Business, as Franchisee agrees that all goodwill associated with Franchisee's operation under the Marks and the System, and all customer information associated therewith, inure to Franchisor; or

(ii) solicit, divert, or attempt to solicit or divert, any vendor that has done business with the Center to provide supplies, products, equipment, merchandise, or services to a Competitive Business.

(c) **Franchisee's Covenant Against Unfair Competition – Post-Term.** In partial consideration for Franchisor allowing Franchisee to license Franchisor's Marks and Confidential Information, Franchisee and each of the Franchisee's Owners covenant and agree that for a period of two (2) years after the termination, expiration, or non-renewal of this Agreement, regardless of the reason for such termination, expiration, or non-renewal ("Restrictive Period"), Franchisee and its Owners shall not, within the Restricted Territory (as defined in Section 14(e) below) engage in any of the following:

(i) franchise, license, or own an interest in any Competitive Business, including as franchisor, licensor, franchisee, or licensee, provided that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Section 14(c) so long as Franchisee does not own themselves or through their spouses or partners more than one percent (1%) of the securities of such corporation; or

(ii) engage in any Competitive Business as an employee, consultant, operator, manager, or independent contractor in any capacity in which Franchisee or its Owners would be in a position to use or disclose Confidential Information of Franchisor.

(d) **Franchisee's Non-Solicitation Covenant – Post-Term.** In partial consideration for Franchisor allowing Franchisee to license Franchisor's Marks and Confidential Information, Franchisee and each of the Franchisee's Owners covenant and agree that during the Restrictive Period, Franchisee and its Owners shall not, within the Restricted Territory engage in any of the following:

(i) solicit, divert, or induce or attempt to solicit, divert, or induce for, or on behalf of, any Competitive Business any person or entity who was an employee of, independent contractor to, consultant to, or other service provider to the Center as of the date of termination, expiration, or non-renewal of this Agreement or who was an employee of, independent contractor to, consultant to, or other service provider to the Center during the one (1) year period prior to the date of termination, expiration, or non-renewal of this Agreement, to work for the Competitive Business; or

(ii) solicit, divert, induce or attempt to solicit, divert, or induce any person or entity who is an employee of, independent contractor to, consultant to, or other service provider to Franchisor, Franchisor's affiliates, or Franchisor's other franchisees to

terminate or alter in any way its, his, or her relationship with Franchisor, Franchisor's affiliates, or Franchisor's other franchisees; or

(iii) solicit, divert, or induce or attempt to solicit, divert, or induce any persons who were employees of, independent contractors to, consultants to, or any other service provider to Franchisor, Franchisor's affiliates, or Franchisor's other franchisees at the time of the termination, expiration, or non-renewal of this Agreement for, or on behalf of, any Competitive Business to work for any Competitive Business; or

(iv) solicit, divert, or attempt to solicit or divert, any vendor that has done business with the Center within one (1) year of the Restrictive Period to provide supplies, products, equipment, merchandise, or services to a Competitive Business; or

(v) solicit, divert or attempt to solicit or divert any person or party that was a customer of the Center during the one (1) year period prior to the expiration, termination, or non-renewal of this Agreement.

(e) **Restricted Territory.** For purposes of this Section 14, the term "Restricted Territory" means the following:

(i) An area which is within a 20-mile radius of:

(A) The Location of the Center as of the date of termination, expiration, or non-renewal of this Agreement (including at the Location), or

(B) The location of any other THE RESOURCE ROOM business owned by Franchisor or its affiliates or franchisees as of the date of termination, expiration, or non-renewal of this Agreement (including at those business locations); or

(ii) Only if the foregoing is determined by a court of law to be too broad, the Territory (including the Location), the territories in which Franchisor or its affiliates operate any THE RESOURCE ROOM businesses as of the date of termination, expiration, non-renewal, or transfer of this Agreement (including those business locations), and the territories of any of Franchisor's other THE RESOURCE ROOM franchisees as those territories exist as of the date of termination, expiration, or non-renewal, of this Agreement (including their business locations); or

(iii) Only if the foregoing is determined by a court of law to be too broad, the Territory served by Franchisee as that Territory exists on the date of termination, expiration, or non-renewal of this Agreement (including the Location); or

(iv) Only if the foregoing is determined by a court of law to be too broad, at the Location of the Center.

(f) **Competitive Business.** For purposes of this Section 14, the term "Competitive Business" means any business or commercial activity that receives twenty-five percent (25%) or more of its gross revenues from offering education instruction to children between grades K–12,

whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental education services or products.

(g) Reasonableness. The foregoing in-term and post-termination covenants against unfair competition with respect to similar Competitive Businesses shall apply regardless of how or why the Agreement terminates, expires, or does not renew. The parties agree that the foregoing covenants contained in this Section 14 contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect Franchisor's goodwill or Franchisor's other business interest and its franchisees and the provisions do not prevent Franchisee or its Owners from earning a living. Franchisee agrees that the scope of activities prohibited in this Section 14, and the length of the term and geographical restrictions in this Section 14, are necessary to protect the legitimate business interests and are fair and reasonable and are not the result of overreaching, duress, or coercion of any kind. Franchisee's full, uninhibited, and faithful observance of each of the covenants in this Section 14 will not cause any undue hardship, financial or otherwise. Enforcement of each of the covenants in this Section 14 will not impair Franchisee's or its Owners' ability to obtain employment commensurate with Franchisee's or its Owners' abilities or on terms fully acceptable to Franchisee or otherwise to obtain income required for the comfortable support of Franchisee and its Owners and their families, and the satisfaction of the needs of all of Franchisee's and its Owners' creditors. Franchisee's and its Owners' special knowledge of instructional education programs (and anyone acquiring this knowledge through Franchisee or its Owners) is such as it would cause Franchisor serious injury and loss if Franchisee or its Owners (or anyone acquiring this knowledge through Franchisee or its Owners) were to use this knowledge to the benefit of a competitor or were to compete with Franchisor or its franchisees. The covenants in this Section 14 are to be construed as independent of any other covenant or provision of this Agreement. The existence of any claim Franchisee or any of its Owners may have against Franchisor or any of its affiliates (regardless of whether arising under this Agreement) is not a defense to the enforcement of these covenants against Franchisee or its Owners. In the event of any violation of the provisions of this Section 14, the Restrictive Period shall be extended by a period of time equal to the period of the violation. Franchisee and Franchisor agree that the running of the applicable post-termination Restrictive Period shall be tolled during any period of such violation.

(h) Managerial and Supervisory Employees. Franchisee covenants that it shall cause all persons who are involved in managerial or supervisory positions with Franchisee to enter into an agreement to be bound by provisions substantially similar to Sections 14 and 15 of this Agreement. Franchisee agrees to provide Franchisor with copies of such executed agreement upon request. If Franchisee has reason to believe that any person has violated any such provisions of this Agreement, Franchisee shall promptly notify Franchisor and cooperate with Franchisor to protect Franchisor against unfair competition, infringement, or other unlawful use of the Marks, trade secrets, curriculum, or System of Franchisor. Franchisee further grants Franchisor the right, but not the obligation, to prosecute any such lawsuits at Franchisor's expense on behalf of Franchisee.

15. Trade Secrets and Confidential Information.

Franchisee understands and agrees that Franchisor has disclosed or will hereafter disclose to Franchisee certain Confidential Information. Except as necessary in connection with the operation of the Center and as approved by Franchisor, Franchisee shall not, during the Term or at

any time after the expiration, non-renewal, transfer, or termination of this Agreement, regardless of the cause thereof, directly or indirectly, use for its own benefit or communicate or divulge to, or use for the benefit of any other person or entity Confidential Information. Franchisee shall disclose to its employees only such Confidential Information as is necessary to operate its business hereunder and then only while this Agreement is in effect. Franchisee will require all personnel having access to any Confidential Information from Franchisor to execute an agreement requiring them to maintain the confidentiality of information they receive in connection with their employment at the Center. Those confidentiality agreements will be in a form satisfactory to Franchisor. "Confidential Information" means the information, not generally known to the public, in any form, relating to the Center and its operations, including all trade secrets of the Center; all knowledge, know-how, standards, methods, and procedures related to the establishment and operation of the Center not generally known to the public; all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Center (such as all names, addresses, phone numbers, e-mail addresses for customers and suppliers; customer purchase records and mail lists); electronic code, designs, marketing materials, and business, sales, and marketing strategies; all curriculum; software platforms; financial information; databases; training materials; knowledge of the franchise system, and any other data and information that the Franchisor or its affiliates designates as confidential, including all information contained in the Brand Standards Manuals.

16. Insurance.

(a) Types and Extent of Coverage. Franchisee shall obtain and maintain throughout the Term such insurance coverages with such limits as specified below (or such greater amounts of insurance as may be required by the terms of any lease or mortgage relating to the Premises, or the Brand Standards Manual, which may be amended by us at any time):

- (i)** General liability insurance with aggregate limits of at least \$2,000,000 and each occurrence of at least \$1,000,000;
- (ii)** Professional liability insurance with aggregate limits of at least \$2,000,000; and
- (iii)** Property liability insurance with aggregate limits of at least \$2,000,000.

(b) Other Insurance Requirements. Franchisee shall obtain from a nationally recognized insurance company and at all times during the term of this Agreement maintain in force and pay the premiums for all types of insurance listed above with complete operations coverage. All policies of insurance required to be maintained hereunder shall: (i) be written as primary policy coverage and not "excess over" or contributory with any other applicable insurance, including Franchisor's insurance; (ii) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer(s)' liability; (iii) shall not contain any special limitations on the scope of coverage afforded to Franchisor; (iv) shall provide that any failure by Franchisee or any of Franchisee's employees, agents, subcontractors, or suppliers, to comply with any notice, reporting, or other similar provisions of such policies shall not affect the coverage provided to Franchisor. From time to time in Franchisor's sole discretion, Franchisor may increase or modify such limits of liability or require additional types of coverage. The insurance policies shall name Franchisor and any affiliates, officers, members, owners, subsidiaries, and employees Franchisee designates as an "additional insured" and shall expressly protect both Franchisor and Franchisee (and any other additional insured) on a primary and non-

contributory basis and shall require the insurer to defend both Franchisee and Franchisor (and any other additional insured) in any action while reserving Franchisor's right to involve counsel of Franchisor's own choosing in protection of its own and system wide interests. Additionally, Franchisee's insurance policy must waive on behalf of Franchisee's insurer any right of subrogation by the insurance company against Franchisor and Franchisor's officers, shareholders, and employees. Franchisee understands that doing so does not necessarily furnish Franchisee with protection levels adequate to Franchisee's needs and that Franchisee's obligation to indemnify Franchisor as set forth above in this Agreement may exceed the amount of insurance Franchisee is required to obtain or does obtain. At least thirty (30) days prior to the time any insurance is first required to be carried by Franchisee, Franchisee will deliver or caused to be delivered to Franchisor Certificates of Insurance evidencing the proper coverage with limits not less than those required by this Agreement and evidencing that Franchisor is named as an additional insured under such policy on a primary and non-contributory basis as required in this Agreement. At least thirty (30) days prior to expiration of any such policy, Franchisee shall deliver to Franchisor Certificates of Insurance evidencing that Franchisee has procured proper renewal or replacement coverage with limits not less than those required by this Agreement and reflecting that Franchisor and its affiliates are additional insured under the policy on a primary and non-contributory basis as required herein. All Certificates will expressly provide that at least thirty (30) days' prior written notice will be given to Franchisor in the event of any alteration to, or cancellation of, the coverage evidenced by the Certificates of Insurance. If required by Franchisor, Franchisee will acquire and maintain in force cyber liability insurance coverage with single occurrence limits of not less than as set forth in Franchisor's Brand Standards Manual (it being understood that such policy will be in place within thirty (30) days following the Agreement Effective Date). Franchisor, or its insurer, shall have the right to participate in discussions with Franchisee's insurance company or any claimant (in conjunction with Franchisee's insurance company) regarding any claim of liability, and Franchisee agrees to adopt Franchisor's reasonable recommendations to its insurance carrier regarding the settlement of any such claims. Franchisee Indemnifying Parties' obligations to indemnify Franchisor Indemnified Parties are separate from and in addition to these insurance obligations.

(c) **Failure to Obtain Insurance.** Should Franchisee for any reason fail to procure or maintain the insurance required by this Agreement, Franchisor will have the right and authority to immediately procure such insurance deemed to be necessary and to charge the amount of the cost to procure and maintain such insurance to Franchisee, along with a reasonable fee for Franchisor's expenses in procuring the insurance, Franchisor is authorized to collect from Franchisee all insurance related expenses paid on behalf of Franchisee through automatic electronic bank transfers as provided for in Section 3 of this Agreement.

17. Termination.

(a) **Automatic Termination.** Franchisee shall be in default under this Agreement, and this Agreement and all rights granted to Franchisee herein shall automatically terminate without notice to Franchisee in the event that (i) Franchisee makes a general assignment for the benefit of creditors or a petition in bankruptcy is filed by Franchisee; (ii) a petition in bankruptcy is filed against and not opposed by Franchisee; (iii) Franchisee is adjudicated as bankrupt or insolvent; (iv) a bill in equity or other proceeding is filed for the appointment of a receiver or other custodian for Franchisee's business or assets if filed and consented to by Franchisee; (v) a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is

appointed by any court of competent jurisdiction; (vi) proceeding for a composition with creditors under any state or federal law should be instituted by or against Franchisee; (vii) a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless an appeal or supersedeas bond is filed); (viii) Franchisee is dissolved; (ix) any portion of Franchisee's interest in the Center becomes subject to an attachment, garnishments, levy or seizure by any credit or any other person claiming against or in the rights of Franchisee; (x) execution is levied against Franchisee's business or property; or (xi) the real or personal property of Franchisee's Center shall be sold after levy thereupon by any sheriff, marshal, or constable.

(b) Termination without Opportunity to Cure. Franchisee shall be in default and Franchisor may, at its option, terminate this Agreement and all rights granted herein, without affording Franchisee any opportunity to cure the default, effective upon the date the notice is deemed received pursuant to Section 22, and in no event longer than five (5) days after Franchisor sent the notice, upon the occurrence of any of the following events:

(i) Franchisee at any time ceases to operate, or fails to respond to communications, or otherwise abandons the Center for a period of three (3) days without Franchisor's prior written permission; or

(ii) Franchisee forfeits the right to do or transact business in the jurisdiction where the Center is located or loses the right to possession of the Premises; provided, however, that if any such loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of Franchisee the Premises are damaged or destroyed, then Franchisee shall have forty-five (45) days after either such event in which to apply for Franchisor's approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld), provided, Franchisee shall either relocate or commence and diligently pursue reconstruction of the Center within sixty (60) days after the event; or

(iii) Except as otherwise permitted in this Agreement, any Owner of more than twenty-five percent (25%) interest in Franchisee transfers all or part of such interest or Franchisee transfers any interest in the Center or a material portion of the assets of the Center or Franchisee; or

(iv) Franchisee, the Operations Manager, or any Owner of more than twenty-five percent (25%) of Franchisee is proven to have engaged in fraudulent conduct, or is convicted of, or pleads guilty or no contest to a felony or a crime involving moral turpitude, a felony or misdemeanor of any type against a child, or any other crime or offense that is reasonably likely to have an adverse effect on the Chain, the Marks or the goodwill associated therewith; provided, that if the act or conviction involves an Owner of Franchisee, Franchisor will not terminate this Agreement if Franchisee notifies Franchisor promptly after it learns of the event constituting the default, and within fifteen (15) days of the date of the notice, either (a) the person or entity that committed the wrongful act divests his or its entire interest in Franchisee, or (b) Franchisee obtains Franchisor's consent for such Owner to maintain his or its ownership interest; or

(v) An approved transfer is not effected within six (6) months of the death or disability of any individual Franchisee; or the death or disability of any Owner of Franchisee; or

(vi) Twice within a twelve (12) month period or three (3) times within a three (3) year period, Franchisee is given notice of being in default under any of the terms or requirements of this Agreement, whether or not such defaults are timely cured after notice; or

(vii) Franchisee fails to comply with any of the covenants of Franchisee set forth in this Agreement; or

(viii) Franchisee, an Owner, or an Operations Manager makes any material misrepresentation to Franchisor or breaches any warranty of representation made to Franchisor, whether in this Agreement or otherwise; or

(ix) Franchisee knowingly or intentionally maintains false books or records or submits any false records, statement or report to Franchisor; or

(x) Franchisee, an Operations Manager, any Owners, or Franchisee employees, by act or omission, materially impairs the value of, or the goodwill associated with, the Chain, any of the Marks or the System; or

(xi) Franchisee, an Operations Manager, or any Owner takes, withholds, misdirects, or appropriates for Franchisee's own use any funds from Franchisee's employees' wages for employees' taxes, FICA, insurance or benefits, or generally fails to deal fairly and honestly with Franchisee's employees or customers; or

(xii) Franchisee loses or is denied any federal, state or local license that Franchisee must possess in order to operate the Center; or

(xiii) Franchisee is found liable by any judicial, administrative, or arbitral body for violation of federal, state, or local laws barring discrimination on the basis of race, sex, national origin, age or sexual orientation, or is found liable for any common law civil claim the facts of which are grounded in allegations of discrimination on the basis of race, sex, national origin, age, or sexual orientation; or

(xiv) Franchisee, after curing a default pursuant to Section 17 of this Agreement, commits the same act of default again within six (6) months; or

(xv) Any of the following occur prior to the opening of the Center (1) any representations or warranties of Franchisee and/or the Operations Manager prove to be inaccurate or false, (2) the Operations Manager fails to take or pass any of Franchisor's required training, (3) the Operations Manager and/or Franchisee fails to pass any credit or character check performed by or on behalf of Franchisor, and/or (4) Operations Manager and/or Franchisee fail to timely or diligently perform any duties or obligations during the period prior to the opening date; or

(xvi) Franchisee begins operation of the Center prior to receiving prior written approval from Franchisor that Franchisee may open for business; or

(xvii) Franchisee operates under any trademark not approved by Franchisor or otherwise uses any trademark not approved by Franchisor in the operation of the Center; or

(xviii) Franchisee (1) uses unauthorized goods and services, (2) sells unauthorized goods and services, (3) uses an unauthorized supplier, or (4) fails to use an authorized supplier, in connection with the Center.

(c) **Termination After Opportunity to Cure.** Except for those defaults provided for under Sections 17(a) or 17(b), Franchisee shall be in default hereunder for any failure to maintain or comply with any of the terms, covenants, specifications, standards, procedures or requirements imposed by this Agreement or in any Brand Standards Manual, policy and procedure statement or other written document provided by Franchisor, or to carry out the terms of this Agreement in good faith. For such defaults, Franchisor will provide Franchisee with written notice and fifteen (15) days to cure or, if a default cannot reasonably be cured within fifteen (15) days, to initiate within that time substantial and continuing action to cure such default and to provide Franchisor with evidence of such actions. If the defaults specified in such notice are not cured within the fifteen (15) day period, if substantial and continuing action to cure has not been initiated, or if the default is not curable, Franchisor may, at its option, terminate this Agreement upon written notice to Franchisee. Such defaults shall include, without limitation, the occurrence of any of the following events:

(i) Franchisee fails to construct or remodel the Center, identify a site for the Premises within the time frame set forth in this Agreement, have the Premises lease timely approved by Franchisor (if applicable), or to commence operating the Center, all in accordance with this Agreement; or

(ii) Franchisee fails, refuses, or neglects to promptly pay any monies owing to Franchisor, its affiliates or the Brand Development Fund contribution when due or to submit the financial or other information required under this Agreement; or

(iii) Any person or entity owning twenty-five percent (25%) or less of Franchisee makes a transfer of such interest in violation of this Agreement; provided, however, that Franchisee's right to cure such a default shall be conditioned upon Franchisee immediately notifying Franchisor of the improper transfer and taking all actions necessary to either (a) obtain Franchisor's approval thereof, or (b) if approval is not desired or the transfer or transferee is not approved by Franchisor, to re-acquire the interest so transferred; or

(iv) A threat or danger to public health or safety results from the construction, maintenance, or operation of the Center; or

(v) Franchisee, its Owners, or employees misuses or makes any unauthorized use of the System or the Marks; or

(vi) Franchisee, an Owner, or an Operations Manager, commits acts of abuse, abuses customers, uses employees who do not meet Franchisor's then-current standards and training requirements, uses illegal drugs or abuses alcohol, or permits unlawful activities at Franchisee's business; or

(vii) Franchisee submits to Franchisor on two or more separate occasions at any time during the Term or any renewal hereof, any reports or other data, information or supporting records which understate the Gross Revenues of the Center, the Royalties and/or any other sums owed to Franchisor for any period of, or periods aggregating, two or more weeks, and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error; or

(viii) Franchisee fails to maintain a good credit rating by failing to make prompt payment of undisputed bills, invoices or statements from suppliers of products and services or Franchisee fails to pay undisputed invoices to suppliers timely; or

(ix) Franchisee fails to provide services to customers according to Franchisor's standards; or

(x) Franchisee fails to have sufficient funds in the Account; or

(xi) Franchisee appoints an Operations Manager who is not accepted by Franchisor or who fails to meet Franchisor's requirements for the position; or

(xii) Franchisor receives repeated customer complaints about the Center; or

(xiii) Franchise maintains false books or records or submits any false records, statement or report to Franchisor.

(d) **Third-Party Disclosure Authorization.** Franchisee hereby authorizes Franchisor to notify any lender, creditor, customer or landlord of Franchisee or the Center upon the occurrence of any default under this Section 17, or any event or circumstances which the giving or notice or passage of time or both would constitute an event of default under this Section 17, and to otherwise communicate with such lenders, creditors, customers or landlords with respect to any such default, or any such event or circumstance.

(e) **Relief in Equity.** Franchisee agrees that neither termination of this Agreement nor an action at law, nor both, would be an adequate remedy for a breach or default by Franchisee, or by any other persons bound by this Agreement, in the performance of any obligation relating to Franchisor's Marks or indicia, the trade secrets revealed to Franchisee in confidence pursuant to this Agreement or the obligations of Franchisee and such other persons upon and after termination of this Agreement. The parties therefore agree that in the event of any such breach or default, in addition to all other remedies provided elsewhere in this Agreement or by law, Franchisor shall be entitled to relief in equity from a judge or arbitrator, at its option, (including a temporary restraining order, temporary or preliminary injunction and permanent mandatory or prohibitory injunction) to restrain the continuation of any such breach or default or to compel compliance with such provisions of this Agreement.

(f) **Termination by Franchisee.** If Franchisor fails to perform any material obligation imposed upon it by this Agreement, and such failure is not cured within ninety (90) days after Franchisee delivers written notice of such failure to Franchisor, then, provided Franchisee is otherwise compliant with Franchisee's obligation under this Agreement and any other agreement with Franchisor, Franchisee may terminate this Agreement at any time thereafter by delivering thirty (30) days' written termination notice to Franchisor. If Franchisee terminates this Agreement

under this provision, Franchisee must follow the post-termination procedures as set forth in Article 18 for the orderly wind-down of the Center during the thirty (30) day period.

(g) **Limitation of Services or Benefits; Territory Modification.** Franchisor shall have the right, but not the obligation, to temporarily or permanently limit or remove certain services or benefits provided or required to be provided to Franchisee hereunder in lieu of exercising its right to terminate this Agreement pursuant to the terms hereof, including, without limitation, eliminating Franchisee's right to use any of Franchisor's Online Presence(s), eliminating any website or other Online Presence, Franchisor has created for Franchisee, restricting or removing Franchisee's right to purchase products directly or indirectly from Franchisor or its affiliates, limiting Franchisor's advertising and promotional assistance, and restricting or removing Franchisee's right to use any Computer Systems which are provided by or are proprietary to Franchisor or its affiliate. If Franchisee defaults under this Agreement, Franchisor has the right to modify Franchisee's Territory and the protections described in Section 5. Nothing in this Section 17(g) constitutes a waiver of any other right or remedy of Franchisor under this Agreement. Franchisee acknowledges that Franchisor's exercise of its rights pursuant to this Section 17(g) shall not be deemed a constructive termination. Any services, Territory protections, or benefits removed or limited pursuant to this Section 17(g) may be reinstated at any time in Franchisor's sole discretion.

(h) **Cross-Defaults.** Any default by Franchisee (or any Owner or affiliate of Franchisee) under this Agreement shall be a default under any other agreement between Franchisor (or any affiliate of Franchisor) and Franchisee (or any Owner or affiliate of Franchisee). Any such default under any other agreement or any other obligation between Franchisor (or any affiliate of Franchisor) and Franchisee (or any Owner or affiliate of Franchisee) shall be a default under this Agreement. Any default by Franchisee (or any Owner or affiliate of Franchisee) under any lease, sublease, loan agreement, or security interest may be regarded as a default under this Agreement, regardless of whether or not any such agreements are between Franchisee (or any Owner or affiliate of Franchisee) and Franchisor (or any affiliate of Franchisor).

(i) **Extended Cure Period.** Notwithstanding anything to the contrary in this Agreement, Franchisor reserves the right to grant to Franchisee in Franchisor's sole discretion an extended cure period for any breach. Franchisee acknowledges that Franchisor's decision to grant such an extended cure period shall not operate as a waiver of any of Franchisor's rights and that Franchisor can choose to condition such an extension upon the signing of a general release by Franchisee and its Owners and guarantors. If any law applicable to this Section 17 requires a longer notice period prior to termination of this Agreement than is specified in this Agreement, a different standard of "good cause," or the taking of some other action not required under this Agreement, the prior notice, "good cause" standard, and/or other action required by such law will be substituted for the comparable provisions in this Agreement

(j) **Noncompliance.** Without waiving Franchisor's rights that Franchisor may have, and in Franchisor's sole discretion, Franchisor may elect not to terminate Franchisee's franchise agreement as a result of a default. In the event a default occurs, Franchisor may elect to give written notification (a "Notice of Noncompliance") to Franchisee that its Center is not in compliance with the terms and conditions of this Agreement. Such Notice of Noncompliance shall state a period for Franchisee to cure the noncompliance, which shall be a period not less than thirty (30) days. For a period of six (6) months from and after the date of such Notice of Noncompliance,

Franchisee shall reimburse Franchisor for reasonable costs that Franchisor incurs with respect to the Center, including without limitation the costs of any audit or inspection of the Center in excess of Franchisor's normal audit program, any mystery shopping for the Center during such six (6)-month period in excess of Franchisor's normal mystery shopping program applied to all franchised businesses, additional training that Franchisor determines is required to bring the Center up to Franchisor's standards, and any personnel costs incurred by Franchisor at the Center to ensure the proper management and operation of the Center. Nothing in this section shall limit Franchisor's termination rights as otherwise set forth in this Agreement, which Franchisor reserves the right to exercise at any time.

(k) **Step-In Rights.** In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right, or any other rights Franchisor may have against Franchisee, upon a failure to meet any of the requirements of this Agreement or upon a failure to cure any default within the applicable time period (if any), Franchisor has the right, but not the obligation, to, assume operational authority for the Center (or appoint a third party to do so) and take possession of the Premises until such time as Franchisor determines that the default has been cured, and Franchisee is otherwise in compliance with this Agreement. The terms and conditions for the exercise of Franchisor's step-in right are set forth in Section 19(b).

(l) **Damages.** Franchisee shall promptly reimburse Franchisor upon request for any damages, costs, losses, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of any default under this Agreement.

18. Obligations upon Termination, Expiration, or Non-Renewal.

Upon termination, non-renewal, or expiration of this Agreement for any reason, all rights granted hereunder to Franchisee shall terminate and revert to Franchisor, and Franchisee shall have the following obligations with respect to the Center:

(a) **Cease to Operate.** Franchisee shall immediately cease to operate the business licensed under this Agreement, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as THE RESOURCE ROOM franchisee with respect to such business.

(b) **Cease to use Information.** Franchisee shall immediately and permanently cease to use, in any manner whatsoever, all trade secrets, Confidential Information, methods, procedures and techniques used by or associated with the System, and the proprietary Marks THE RESOURCE ROOM and all other Marks and distinctive forms, slogans, signs, symbols, logos and devices associated with THE RESOURCE ROOM Chain.

(c) **Cease to use Marks and Trade Dress.** Franchisee shall immediately and permanently cease to use, in any manner whatsoever, the Mark "THE RESOURCE ROOM" and all other Marks and distinctive forms, slogans, signs, symbols, logos, trade dress, décor, branding materials, inventory, and devices associated with THE RESOURCE ROOM Chain and System. If Franchisor does not exercise its rights to purchase, as described in this Section 18, Franchisee shall de-identify the Premises within fifteen (15) days' notice from Franchisor that Franchisor is not going to exercise its rights, whereby de-identification procedures shall include removing all references to THE RESOURCE ROOM, complying with Franchisor's instructions to remove THE RESOURCE ROOM trade dress and removing any uses of the Marks from the Center.

(d) **Return Franchisor's Property.** Franchisee shall immediately return to Franchisor any property held or used by Franchisee which is owned by Franchisor, including the Customer Lists, and shall cease to use, and either destroy or convey to Franchisor, all curriculum, designs, signs, advertising materials, displays, stationery, forms and any other materials that bear or display the Marks. Franchisee shall deliver to Franchisor all login credentials associated with any Online Presence, directory, marketing, website, point-of-sale, social media, and all other accounts and systems affiliated with the Center. Franchisee shall immediately deliver to Franchisor all Brand Standards Manuals, policy and procedure statements, instructions, Brand Standards Manuals, and other materials related to operating the Center, including, without limitation, Franchisee Data, coding, all proprietary curriculum and any and all other curriculum, and other designs, brochures, charts and any other materials provided by Franchisor and all copies thereof, and shall neither retain nor convey to another any copy or record of any of the foregoing.

(e) **Cancel Assumed Names.** Franchisee shall take such actions as may be necessary to cancel any assumed name or similar registration which contains the mark THE RESOURCE ROOM or any other Marks of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with its obligation within thirty (30) days after termination, non-renewal, or expiration of this Agreement.

(f) **Pay Amounts Due.** Franchisee shall promptly pay all sums owed to Franchisor. Such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default and the termination. Any outstanding obligations to Franchisor shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by Franchisee located on the Premises on the date this Agreement is terminated, expires, or does not renew. Within fifteen (15) days of the date of expiration, termination, or non-renewal of this Agreement, Franchisee shall pay in full all of the creditors and suppliers to the Center.

(g) **Pay Subsequent Amounts Due.** Franchisee shall promptly pay to Franchisor all damages, costs and expenses including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

(h) **Cooperate with Franchisor's Rights.** Franchisor shall have the option, to be exercised within thirty (30) days of termination, non-renewal, or expiration of this Agreement, to assume any of Franchisee's Online Presences, assumed name or equivalent registration and business licenses, telephone numbers, telephone directory listings and advertisements (whether in print or part of an Internet directory), and e-mail addresses and/or Internet domain names which contain the Mark of Franchisor or its affiliates, and Franchisee shall sign all documents necessary to permit Franchisor to assume Franchisee's rights in such items. If Franchisor elects not to exercise this option, Franchisee shall take all action necessary to cancel each of the items listed above and shall furnish Franchisor with evidence satisfactory to prove its compliance within fifteen (15) days after receiving notice of Franchisor's termination or expiration of this Agreement and the expiration of the option granted herein. In the event Franchisee fails to timely do so, Franchisor shall have the right, for which purpose Franchisee hereby appoints Franchisor as its attorney-in-fact, to obtain such cancellation on Franchisee's behalf and at Franchisee's expense.

(i) **Comply with Covenants.** Franchisee shall comply with the covenants contained in this Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or confidential information.

(j) **Cooperate with Premises Rights - Lease.** Franchisee shall, if Franchisor so requests, assign to Franchisor or its designee any interest which Franchisee has in any lease for the Premises or any other agreement related to the Premises. Franchisee will do whatever is necessary to effectuate and complete the assignment. In the event Franchisor does not elect to exercise its option to acquire any lease for the Premises, and unless otherwise directed by Franchisor, Franchisee shall, within ten (10) days after termination, non-renewal, or expiration of this Agreement, make such modifications and alterations to the Premises as may be necessary to distinguish the appearance of the Premises from that of other THE RESOURCE ROOM locations and shall make such specific additional changes thereto as Franchisor may reasonably request.

(k) **Cooperate with Premises Rights – Owned Property.** Franchisee shall, if Franchisor so requests and if Franchisee owns the real property on which the Center is located, lease the Premises to Franchisor on substantially the same terms and conditions contained in Franchisee's lease for the Premises, or if no lease exists or if the existing lease is not commercially reasonable, then on commercially reasonable terms. The lease shall be for an initial five (5) year term, with two (2) five (5) year renewal terms (at Franchisor's option). If the parties cannot agree on the rent to be charged under the lease within thirty (30) days after the expiration, termination, or non-renewal of the Agreement, the rent will be determined by a qualified independent appraiser. Franchisee and Franchisor shall each present their proposed rent, and the independent appraiser will select the most commercially reasonable rent from the two proposals. The independent appraiser's determination will be binding on the parties. If the parties are not able to agree on an independent appraiser within forty-five (45) days of the termination, non-renewal, or expiration of this Agreement, each party will select an independent appraiser. The independent appraisers chosen will then select a third independent appraiser whose determination will be binding on the parties. The parties agree to select their respective appraisers within fifty-five (55) days after the termination, non-renewal, or expiration of this Agreement and the two appraisers chosen are obligated to appoint the third appraiser within fifteen (15) days after the date on which the last of the two party-appointed appraisers is appointed. Franchisor and Franchisee will bear the cost of their own appraisers and share equally the reasonable fees and expenses of the third appraiser. The parties will take reasonable actions to cause the third appraiser to complete his or her appraisal within fifteen (15) days after the third appraiser's appointment. During the period when the parties are determining the rent and having the appraisal, Franchisor shall have the right to occupy the Premises. Promptly after the determination of the rent, Franchisor shall pay the rent due for the time it occupied the Premises while the rent was being determined.

(l) **Cooperate with Purchase Rights.** If Franchisor requests, Franchisee shall sell to Franchisor any assets used in connection with the operation of Franchisee's Center. Franchisor has the right, but not the obligation, to exercise this right by providing Franchisee written notice of Franchisor's election within sixty (60) calendar days after the termination, non-renewal, or expiration of this Agreement and paying Franchisee the book value for such assets within sixty (60) calendar days of such notice. For purposes of this paragraph, "book value" means the amount Franchisee actually paid for the asset less depreciation (calculated by using the straight-line depreciation method on a ten (10) year depreciation schedule irrespective of the depreciation method or schedule Franchisee uses for accounting purposes). Notwithstanding the foregoing, to

the extent that Franchisor exercises Franchisor's right to purchase any assets that is subject to a lease or finance agreement, the purchase price of such assets shall equal the amount of Franchisee's remaining obligations under the lease or finance agreement, as applicable. Franchisor shall be entitled to offset the purchase price by the amount of money owed by Franchisee to Franchisor for any payments necessary to acquire clear title to assets or for any other debt. If Franchisor exercises Franchisor's option to purchase, pending the closing of such purchase, Franchisor has the right to appoint a manager to maintain operation of the Center, or Franchisor may require that Franchisee close the Center during such period without removing any assets. Franchisee is required to maintain in force all insurance policies required under this Agreement until the date of such closing. Franchisor has the unrestricted right to assign this option to purchase the Center. Franchisor will be entitled to all customary warranties and representations in connection with Franchisor's purchase of Franchisee's assets, including, without limitation, representations and warranties as to ownership and condition of and title to the assets; liens and encumbrances on the assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise. Franchisor may purchase all or only a portion of the assets of the Center and may exclude from its purchase any assets or cash, for any reason, in Franchisor's sole discretion. Franchisor shall have the right to set off and apply any amounts due to Franchisee pursuant to this subsection against any and all other amounts which may be due from Franchisee to Franchisor.

(m) **Computer Systems.** Franchisee shall comply with Franchisor's instructions relating to the Computer Systems, Franchisee Data, and the Customer List.

(n) **Tail Insurance.** Franchisee shall acquire tail insurance coverage in the amounts and for the period designated by Franchisor. Franchisor has the right to require that the insurance obtained complies with the requirements in Section 16(b) and other terms in the Brand Standards Manual.

(o) **Access Right.** In the event Franchisee does not comply with the above requirements, Franchisor may enter the Premises, without being guilty of trespass and without incurring any liability to Franchisee, to undertake these post-termination obligations, including removing all signs, trade dress, equipment, and other items identifying the Premises as a THE RESOURCE ROOM Center and to make such other modifications as are reasonably necessary to protect the Marks and the System and to distinguish the Premises from other THE RESOURCE ROOM businesses.

(p) **Liquidated Damages.** Franchisee and Franchisor agree that it would be difficult if not impossible to determine the amount of damages that Franchisor would suffer due to a termination of this Agreement because of Franchisee's default or termination without cause. Therefore, Franchisee and Franchisor agree that a reasonable estimate of those damages (as liquidated damages and not as a penalty) is the net present value of an amount equal to the average of the preceding twenty-four (24) months of Royalty fees due and payable pursuant to Section 3(a)(ii), multiplied by the lesser of (i) twenty-four (24) or (ii) the number of full months (pro-rated for partial months) left in the Initial Term; subject to a minimum of Twenty Four Thousand Dollars (\$24,000). Franchisee shall pay all costs, expenses and attorneys' fees incurred by Franchisor in enforcing the terms and conditions of this provision. Nothing contained herein shall be construed as prohibiting Franchisor from additionally pursuing any other remedies which may be available to Franchisor for such breach, including recovery of actual damages.

19. Independent Contractor; Indemnification.

(a) Independent Contractor. It is understood and agreed by the parties that this Agreement creates only a contractual relationship between the parties subject to the normal rule of contract law. This Agreement does not create a fiduciary relationship between the parties and Franchisee is and shall remain an independent contractor. Franchisee agrees to hold itself out to the public as an independent contractor, separate and apart from Franchisor. Franchisee agrees that it shall not make any contract, agreement, warranty, or representation on Franchisor's behalf without Franchisor's prior written consent, and Franchisee agrees that it shall not incur any debt or other obligation in Franchisor's name. This Agreement shall not be deemed to confer any rights or benefits to any person or entity not expressly named herein.

(b) Indemnification.

(i) Franchisee's Obligation to Indemnify. Franchisee, Owners, and Guarantors ("Franchisee Indemnifying Parties") agree to fully protect, indemnify, defend, reimburse, and hold Franchisor; Franchisor's predecessors, parents, affiliates, and subsidiaries; and their respective shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, guarantors, successors, and assigns, in both their corporate and individual capacities (collectively, "Franchisor Indemnified Parties") harmless from and against all liabilities, losses, obligations, claims, demands, damages (consequential or otherwise), penalties, fines, costs, and expenses (including attorneys' fees) of any nature whatsoever (collectively, "Losses") incurred in connection with any action, suit, proceeding, claim, demand, judgment, investigation, inquiry, assessment, or formal or informal inquiry (regardless if reduced to judgment), or any settlement of the foregoing, of whatsoever nature (collectively, "Action"), or arising from, any of the following: (1) Franchisee Indemnifying Parties' actual or alleged violation of any law, rule, regulation, or ordinance; (2) damage to property; (3) injury to or death or disability of any person; (4) negligence, recklessness, misconduct, or criminal conduct by the Franchisee Indemnifying Parties', the Operating Principal, or any of Franchisee's employees or agents; (5) data breaches; (6) Franchisee Indemnifying Parties' breach of this Agreement or any representations and warranties they make herein; (7) infringement of any intellectual property rights; (8) product recalls; (9) any failure to warn or give instructions related to any products or services provided by Franchisor Indemnified Parties or by Franchisee; (10) any labor or employment law disputes relating to the Premise or the Center or claims arising out of Franchisee's employment practices, including claims that any of the Franchisor Indemnified parties are the employer, joint employer, or co-employer of Franchisee or Franchisee's agents, employees, or contractors; (11) any third party claim that arises from or is connected that explicitly or implicitly is premised on Franchisor's direct and vicarious liability or arises from Franchisee's employment and personnel decisions, including wrongful termination, wage and hour violations, and employee harassment and discrimination; (12) any acts, errors, or omissions of the Center, the Franchisee Indemnifying Parties, and their employees, contractors, and agents; (13) any third party claim that arises from or is connected with the ownership, establishment, use, non-use, possession, condition, operation, closure, or maintenance of the Premises; (14) losses, claims or damages incurred by persons, other than Franchisee, due to errors or omissions contained in financial statements prepared by Franchisee pursuant to this Agreement, even if caused by the

negligence of Franchisee, its employees, agents, contractors, or others for whom Franchisee is, in law, responsible; or (15) negligent, misconduct, or criminal conduct by Franchisee Indemnifying Parties' claims or actions in relation to child abuse claims, and the Center. Franchisee Indemnifying Parties agree that this obligation to indemnify is regardless of the cause or concurrent or contributing fault or negligence of the Franchisor Indemnified Parties. Franchisee Indemnifying Parties hereby waive all claims against Franchisor Indemnified Parties arising from any of the foregoing. Franchisor Indemnified Parties shall not be liable for any act or omission of Franchisee Indemnifying Parties or their employees, contractors, or agents connected to or arising from the ownership, establishment, use, non-use, possession, condition, operation, or maintenance of the Premises and the Center

(ii) **Indemnification Procedures.** Franchisee will also notify Franchisor by telephone of any Action within forty-eight (48) hours after such Action is initiated and in writing within four (4) days after such Action is initiated. Franchisor Indemnified Parties shall have the right, in their sole discretion, and at Franchisee's expense and risk, to: (1) retain counsel of their own choosing to represent them with respect to any claim; and (2) control the response thereto and the defense thereof, including the right to enter into settlements or take any other mitigating, remedial, corrective, or other actions they deem appropriate. Franchisee Indemnifying Parties must reimburse Franchisor Indemnified Parties for all of Franchisor Indemnified Parties' costs, expenses, and all attorneys' fees immediately upon Franchisor Indemnified Parties' request. Franchisee Indemnifying Parties shall not, without the prior written consent of the Franchisor Indemnified Party, (A) settle or compromise any claim or consent to the entry of any judgment with respect to any claim which does not include a written release from liability of such claim for the Franchisor Indemnified Parties, or (B) settle or compromise any claim in any manner that may adversely affect the Franchisor Indemnified Parties. Franchisee Indemnifying Parties agree to give their full cooperation to Franchisor Indemnified Parties in assisting with the defense of any such claim. Franchisor Indemnified Parties' undertaking of defense and/or settlement will in no way diminish Franchisee Indemnifying Parties' obligations to indemnify Franchisor Indemnified Parties and to hold Franchisor Indemnified Parties harmless. Under no circumstance will Franchisor Indemnified Parties be required to seek recovery from any insurer or other third party or otherwise mitigate Franchisor Indemnified Parties' or the third parties' losses to maintain a claim for indemnification against Franchisee Indemnifying Parties. Franchisee Indemnifying Parties agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by Franchisor Indemnified Parties from Franchisee.

(iii) **Survival.** Any and all of the Franchisee Indemnifying Parties' indemnification obligations under this Agreement shall survive the expiration, non-renewal, or sooner termination of this Agreement.

(c) **Payment of Taxes.** Franchisee shall promptly pay to Franchisor an amount equal to all taxes levied or assessed, including, but not limited to, unemployment taxes, sales taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipt taxes, taxes on Royalties, any similar taxes or levies, imposed upon or required to be collected or paid by Franchisor or Franchisor's affiliates by reason of the furnishing of products, intangible property (including trademarks and trade names) or services by Franchisor to Franchisee

through the sale, license, or lease of property or property rights provided by this Agreement other than taxes on Franchisor's net income.

20. Franchisee Representations.

(a) EVEN THOUGH THIS AGREEMENT CONTAINS PROVISIONS REQUIRING FRANCHISEE TO OPERATE THE CENTER IN COMPLIANCE WITH FRANCHISOR'S SYSTEM: (1) FRANCHISOR OR FRANCHISOR'S AFFILIATES DO NOT HAVE ACTUAL OR APPARENT AUTHORITY TO CONTROL THE DAY-TO-DAY CONDUCT AND OPERATION OF FRANCHISEE'S BUSINESS OR EMPLOYMENT DECISIONS; AND (2) FRANCHISEE AND FRANCHISOR DO NOT INTEND FOR FRANCHISOR OR FRANCHISOR'S AFFILIATES TO INCUR ANY LIABILITY IN CONNECTION WITH OR ARISING FROM ANY ASPECT OF FRANCHISOR'S SYSTEM OR FRANCHISEE'S USE OF THE FRANCHISOR SYSTEM OR THE OPERATION OF THE CENTER WHETHER OR NOT IN ACCORDANCE WITH THE REQUIREMENTS OF THE BRAND STANDARDS MANUAL.

(b) IF FRANCHISEE IS A CORPORATION, A LIMITED LIABILITY COMPANY OR A PARTNERSHIP, FRANCHISEE MAKES THE FOLLOWING REPRESENTATIONS AND WARRANTIES: (1) FRANCHISEE IS DULY ORGANIZED AND VALIDLY EXISTING UNDER THE LAWS OF THE STATE OF ITS FORMATION; (2) FRANCHISEE IS QUALIFIED TO DO BUSINESS IN THE STATE OR STATES IN WHICH THE CENTER IS LOCATED; (3) EXECUTION OF THIS AGREEMENT AND THE DEVELOPMENT AND OPERATION OF THE CENTER IS PERMITTED BY ITS GOVERNING DOCUMENTS; AND (4) FRANCHISEE'S ARTICLES OF INCORPORATION, ARTICLES OF ORGANIZATION OR WRITTEN PARTNERSHIP AGREEMENT SHALL AT ALL TIMES PROVIDE THAT FRANCHISEE'S ACTIVITIES ARE LIMITED EXCLUSIVELY TO THE DEVELOPMENT AND OPERATION OF THE CENTER.

(c) IF FRANCHISEE IS AN INDIVIDUAL, OR A PARTNERSHIP COMPRISED SOLELY OF INDIVIDUALS, FRANCHISEE MAKES THE FOLLOWING ADDITIONAL REPRESENTATIONS AND WARRANTIES: (I) EACH INDIVIDUAL HAS EXECUTED AN AGREEMENT WHEREBY THEY AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT; (II) EACH INDIVIDUAL SHALL BE JOINTLY AND SEVERALLY BOUND BY, AND PERSONALLY LIABLE FOR THE TIMELY AND COMPLETE PERFORMANCE AND ANY BREACH OF, EACH AND EVERY PROVISION OF THIS AGREEMENT; AND (III) NOTWITHSTANDING ANY TRANSFER FOR CONVENIENCE OF OWNERSHIP, PURSUANT TO THIS AGREEMENT, EACH INDIVIDUAL SHALL CONTINUE TO BE JOINTLY AND SEVERALLY BOUND BY, AND PERSONALLY LIABLE FOR THE TIMELY AND COMPLETE PERFORMANCE AND ANY BREACH OF, EACH AND EVERY PROVISION OF THIS AGREEMENT.

(d) IF FRANCHISEE IS A CORPORATION, A LIMITED LIABILITY COMPANY OR A PARTNERSHIP, FRANCHISEE HAS PROVIDED TO FRANCHISOR A CURRENT LIST OF ALL OWNERS AND FRANCHISEE AGREES THAT

FRANCHISEE WILL ADVISE FRANCHISOR OF ANY AND ALL CHANGES IN OWNERSHIP.

(e) IF FRANCHISEE IS A CORPORATION, FRANCHISEE SHALL MAINTAIN STOP-TRANSFER INSTRUCTIONS AGAINST THE TRANSFER ON ITS RECORDS OF ANY VOTING SECURITIES, AND EACH STOCK CERTIFICATE OF THE CORPORATION SHALL HAVE CONSPICUOUSLY ENDORSED UPON ITS FACE THE FOLLOWING STATEMENT: "ANY ASSIGNMENT OR TRANSFER OF THIS STOCK IS SUBJECT TO THE RESTRICTION IMPOSED ON ASSIGNMENT BY FRANCHISOR, PURSUANT TO FRANCHISE AGREEMENT(S) TO WHICH THE CORPORATION IS A PARTY." IF FRANCHISEE IS A LIMITED LIABILITY COMPANY, EACH MEMBERSHIP OR MANAGEMENT CERTIFICATE OR OTHER EVIDENCE OF INTEREST IN FRANCHISEE SHALL HAVE CONSPICUOUSLY ENDORSED UPON ITS FACE THE FOLLOWING STATEMENT: "ANY ASSIGNMENT OR TRANSFER OF AN INTEREST IN THIS LIMITED LIABILITY COMPANY IS SUBJECT TO THE RESTRICTIONS IMPOSED ON ASSIGNMENT BY FRANCHISOR PURSUANT TO FRANCHISE AGREEMENT(S) TO WHICH THE LIMITED LIABILITY COMPANY IS A PARTY." IF FRANCHISEE IS A PARTNERSHIP, ITS WRITTEN AGREEMENT SHALL PROVIDE THAT OWNERSHIP OF AN INTEREST IN THE PARTNERSHIP IS HELD SUBJECT TO, AND THAT FURTHER ASSIGNMENT OR TRANSFER IS SUBJECT TO, ALL RESTRICTIONS IMPOSED ON ASSIGNMENT BY THIS AGREEMENT.

(f) FRANCHISEE ACKNOWLEDGES THAT IT HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROPOSED FRANCHISE AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS AND THAT ITS SUCCESS WILL BE LARGELY DEPENDENT UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS OWNER OR BUSINESS.

(g) FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED, ANY WARRANTY, OR GUARANTEE, OR REPRESENTATION OTHER THAN AS SET FORTH IN THE DISCLOSURE DOCUMENT, EXPRESS OR IMPLIED, FROM ANY EMPLOYEE OR AGENT OF FRANCHISOR AS TO THE POTENTIAL SALES VOLUMES, PROFITS, OR LEVEL OF SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT. FRANCHISOR HAS NOT REPRESENTED THAT (I) FRANCHISEE WILL EARN, CAN EARN, OR IS LIKELY TO EARN A GROSS OR NET PROFIT, (II) FRANCHISOR HAS KNOWLEDGE OF THE RELEVANT MARKET, OR (III) THE MARKET DEMAND WILL ENABLE FRANCHISEE TO EARN A PROFIT FROM THE CENTER;

(h) FRANCHISEE ACKNOWLEDGES THAT IT RECEIVED A COPY OF THE COMPLETE FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, THE ATTACHMENTS THERETO, AND THE AGREEMENTS RELATED THERETO, IF ANY, AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS SIGNED OR CONSIDERATION PAID.

(i) FRANCHISEE ACKNOWLEDGES THAT, IN ALL OF ITS DEALINGS WITH FRANCHISOR'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES, THESE INDIVIDUALS ACT ONLY IN THEIR REPRESENTATIVE CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY. FRANCHISEE ACKNOWLEDGES THAT THIS AGREEMENT AND ALL BUSINESS DEALINGS BETWEEN FRANCHISEE AND THESE INDIVIDUALS AS A RESULT OF THIS AGREEMENT ARE SOLELY BETWEEN FRANCHISEE AND FRANCHISOR. NOTWITHSTANDING THE FOREGOING, IF FRANCHISOR ENGAGES ANY BROKER, THAT BROKER WILL BE SOLELY LIABLE FOR ITS CONDUCT WITH FRANCHISEE EXCEPT THAT FRANCHISOR WILL REMAIN LIABLE FOR THE BROKER'S CONDUCT SOLELY TO THE EXTENT OF FRANCHISOR'S OWN CRIMINAL, INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT IN ENGAGING THE BROKER.

(j) FRANCHISOR MAKES NO WARRANTY AS TO FRANCHISEE'S ABILITY TO OPERATE THE CENTER IN THE JURISDICTION IN WHICH THE CENTER WILL BE OPERATED. FRANCHISEE MUST SEEK OR OBTAIN ADVICE OF COUNSEL SPECIFICALLY ON THIS ISSUE. IF LEGISLATION IS ENACTED, OR A REGULATION PROMULGATED, BY ANY GOVERNMENTAL BODY THAT PREVENTS FRANCHISEE FROM OPERATING THE CENTER, FRANCHISOR IS NOT LIABLE FOR DAMAGES NOR REQUIRED TO INDEMNIFY FRANCHISEE IN ANY MANNER WHATSOEVER OR TO RETURN ANY MONIES RECEIVED FROM FRANCHISEE

21. Governing law, Jurisdiction and Venue.

(a) **Actions.** The term "Action" as referred to in this Section 21, means any claim, counterclaim, action, proceeding, lawsuit, arbitration, dispute, or controversy, whether in law or in equity, arising from or related to this Agreement, any agreement between Franchisee (or its Owners, affiliates, and guarantors) and Franchisor (or its affiliates) relating to the Center, the rights, performance, and obligations of Franchisor and Franchisee under such agreements, the interpretation, validity, or enforceability of such agreements, the sale of the franchise, the relationship between Franchisor and Franchisee (and its Owners, affiliates, and guarantors).

(b) Mediation; Arbitration.

(i) **Mediation.** Before Franchisee (or any of its Owners, guarantors, or affiliates) and Franchisor (or its affiliates) may bring an Action against the other, the parties must first meet to mediate the dispute (except as otherwise provided below). Any such mediation shall be non-binding. Mediation shall be (i) conducted by a mediator mutually agreeable to the parties who has franchise law experience, (ii) conducted in accordance with the American Arbitration Association rules for mediation of commercial disputes and (iii) held in the city of Franchisor's then-current principal place of business (currently Raleigh, North Carolina). Nevertheless, the parties may mutually agree on a mediator, venue, and/or procedures for mediation. The mediation shall be commenced by the party requesting mediation ("complainant") providing written notice of the request for mediation ("request") to the party with whom mediation is sought ("respondent"). The request shall specify with reasonable particularity the matter or matters on which mediation is sought. A copy of the request shall be given by the complainant simultaneously to Franchisor if

Franchisor is not a complainant or respondent. Mediation commenced under this Section 21 shall be concluded within sixty (60) days of the issuance of the request or such longer period as may be agreed upon by the parties in writing. All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatever. Complainant and respondent shall each bear its own costs of mediation, and each shall bear one-half the cost of the mediator or mediation service.

(ii) **Arbitration.** Franchisee acknowledges that it has and will continue to develop a substantial and continuing relationship with Franchisor at its principal offices in the State of North Carolina, where Franchisor's decision-making authority is vested, franchise operations are conducted and supervised and where Agreement was rendered binding. Therefore, the parties agree that, to the extent that any disputes cannot be resolved directly between Franchisee and Franchisor and following compliance with the applicable mediation requirements set forth in Section 21(b)(i) above, any Action arising out of or relating to this Agreement or the making, performance, or interpretation thereof shall upon thirty (30) days' written notice by either party be resolved, except as elsewhere expressly provided in this Agreement, upon application by any such party by binding arbitration in the city of Franchisor's then-current principal place of business (currently Raleigh, North Carolina), in accordance with the Federal Arbitration Act under the Commercial Arbitration Rules then prevailing of the American Arbitration Association, including without limitation the Optional Rules for Emergency Measures of Protection ("AAA"), and not under any state arbitration laws, and judgment on the arbitration award may be entered in any court of competent jurisdiction. Franchisee and Franchisor agree that arbitration shall be conducted on an individual—not a class-wide— basis. The Federal Arbitration Act shall apply to all arbitration and arbitration venue questions. Any award by the arbitrator(s) shall be final, binding and nonappealable, except for errors of law. The matter shall be heard by one (1) arbitrator mutually selected by the parties who shall have at least ten (10) years' experience in practicing franchise law during which franchise law is or has been their primary area of practice and shall have substantial experience in the preparation of franchise agreements and franchise disclosure documents. Franchisee understands that by agreeing to arbitrate it gives up jury and appeal and other rights it might have in court.

(c) **Waiver.** FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE THEIR RIGHT TO (AND FRANCHISEE'S OWNERS AND GUARANTORS, IF APPLICABLE) IRREVOCABLY WAIVE AND SURRENDER THEIR RIGHT TO PURSUE A JUDICIAL REMEDY OF ANY CLAIM ARISING OUT OF, OR RELATED TO THIS DISPUTE, EXCEPT AS ELSEWHERE EXPRESSLY PROVIDED IN THIS AGREEMENT.

(d) **Injunctive Relief.** Notwithstanding the provisions of Section 21(a) and (b) above, Franchisee agrees that Franchisor, at its option, will have the right to seek preliminary injunctive relief from a court of competent jurisdiction, to restrain any conduct by Franchisee, the Owners, or the guarantors that (i) could materially damage the good will associated with the System, the Marks, and the Chain (including but not limited to conduct related to trademark or other intellectual property infringement), (ii) that involves the disclosure or use of Franchisor's Confidential Information, or (iii) that relates to Franchisee's, the Owners', or a managerial employee's covenants against unfair competition or solicitation, provided that if Franchisee counters, as

Franchisee may, by initiating arbitration, Franchisor agrees to arbitrate the entire dispute thereafter except preliminary injunctive relief (and permanent injunctive relief also, if Franchisee will not agree that the preliminary injunction shall remain effective indefinitely until the arbitrator shall dissolve it), leaving the court action pending, if it chooses, to facilitate enforcement.

(e) **Prevailing Party, Attorney's Fees and Costs.** The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, any lease or sublease for the Center or Premises, the parties' relationship, or the Center will be entitled to recover its reasonable costs and expenses (including attorneys' fees, arbitrator's fees and expert witness fees, costs of investigation and proof of facts, court costs, and other arbitration or litigation expenses) incurred in the prosecution or defense of any such claim, lawsuit, litigation or arbitration.

(f) **JURY TRIAL AND CLASS ACTION WAIVER.** FRANCHISOR AND FRANCHISEE (AND FRANCHISEE'S OWNERS, AFFILIATES, AND GUARANTORS, IF APPLICABLE) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT BY FRANCHISOR (AND ITS AFFILIATES, IF APPLICABLE) AND FRANCHISEE (AND FRANCHISEE'S OWNERS, AFFILIATES, AND GUARANTORS, IF APPLICABLE). NEITHER FRANCHISEE (AND FRANCHISEE'S OWNERS, AFFILIATES, AND GUARANTORS, IF APPLICABLE) NOR FRANCHISOR SHALL SEEK TO BRING AN ACTION AGAINST ANY OF THE OTHER PARTIES EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY. NO ACTION SHALL ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN FRANCHISEE (AND FRANCHISEE'S OWNERS, AFFILIATES, AND GUARANTORS, IF APPLICABLE) AND FRANCHISOR (AND ITS AFFILIATES, IF APPLICABLE) AND ANY PERSON IN PRIVITY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, THEM, UNLESS BOTH FRANCHISEE AND FRANCHISOR CONSENT IN WRITING. FRANCHISOR HAS THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT. FRANCHISEE (AND ITS OWNERS, GUARANTORS, AND AFFILIATES, AS APPLICABLE) AGREES AND ACKNOWLEDGES THAT ANY ACTION WILL BE CONSIDERED UNIQUE ON ITS FACTS AND SHALL NOT BE BROUGHT AS A CLASS OR GROUP ACTION. FRANCHISEE (AND ITS OWNERS, GUARANTORS, AND AFFILIATES, AS APPLICABLE) MAY NOT BRING ANY ACTION ON A CLASS-WIDE BASIS (OR JOIN ANY THIRD-PARTY CLAIM).

(g) **WAIVER OF CERTAIN DAMAGES.** EXCEPT FOR FRANCHISEE INDEMNIFYING PARTIES' OBLIGATIONS TO INDEMNIFY FRANCHISOR INDEMNIFIED PARTIES UNDER THIS AGREEMENT AND ACTION FRANCHISOR BRINGS AGAINST FRANCHISEE (AND FRANCHISEE'S OWNERS, AFFILIATES, AND GUARANTORS, IF APPLICABLE) FOR UNAUTHORIZED USE OF THE MARKS, UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, OR BREACH OF NON-COMPETITION OR NON-SOLICITATION COVENANTS, FRANCHISOR AND FRANCHISEE (AND FRANCHISEE'S OWNERS, AFFILIATES, AND GUARANTORS, IF APPLICABLE) WAIVE ANY RIGHT TO OR CLAIM FOR PUNITIVE, CONSEQUENTIAL, EXEMPLARY, MULTIPLE, INCIDENTAL, OR OTHER DAMAGES IN EXCESS OF THE ECONOMIC DAMAGES ACTUALLY SUSTAINED BY THE PARTY, WHETHER ASSERTED AS A RELATED OR

INDEPENDENT TORT, AS A BREACH OF CONTRACT, OR AS ANY OTHER CLAIM OR CAUSE OF ACTION BASED ON STATUTORY OR COMMON LAW. THE FOREGOING DOES NOT LIMITED THE PARTIES' ABILITY TO SEEK EQUITABLE RELIEF.

(h) **Remedies Cumulative.** All rights and remedies conferred upon Franchisee and Franchisor by this Agreement and by law shall be cumulative of each other, and neither the exercise nor the failure to exercise any such right or remedy shall preclude the exercise of any other such right or remedy.

(i) **Governing Law.** This Agreement and any claim or controversy arising out of or relating to rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed under the laws of the State of North Carolina and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the State of North Carolina and the Federal Arbitration Act, which laws shall prevail in the event of any conflict of law. The venue for any arbitration concerned with the enforcement and interpretation of this Agreement shall be Raleigh, North Carolina. Nothing in this Subsection 21(h) is intended, or shall be deemed, to make any North Carolina law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable. Any and all Actions brought by Franchisee, the Owners, or Franchisee's affiliates or guarantors against Franchisor or its affiliates, shall be commenced within one (1) year from the occurrence of the facts giving rise to such Action, or such Action shall be barred.

(j) **Survival.** The provisions of this Section 21 shall continue in full force and effect subsequent to and notwithstanding the termination, expiration or non-renewal of this Agreement.

22. Notices.

Except as otherwise provided in this Agreement, all notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be given (i) by personal delivery, (ii) by registered or certified mail, return receipt requested, postage prepared, or (iii) by delivery to a nationally recognized overnight courier service, in each case, addressed as follows

If intended for Franchisor, addressed to

Franchisor: THE RESOURCE ROOM LEARNING CENTER LLC
Attn: President
2100 Crossway Ln.
Holly Springs, North Carolina 27540

With a copy (which shall not constitute notice) to:

Manning, Fulton & Skinner, P.A.
Attn: Ritchie W. Taylor
3605 Glenwood Avenue, Suite 500
Raleigh, NC 27612

If intended for Franchisee addressed to

The notice address set forth in the Franchise Rider, or,

If Franchisee has opened its Center, the address of the accepted Location of the Center, or

in either case, to such other address as may have been designated by notice to the other party. Notice shall be deemed given and effective upon the first to occur of receipt, when proper delivery is refused, or two (2) calendar days after deposit in registered or certified U.S. Mail or with a nationally recognized overnight courier, as described above. Any notice that gives the sender evidence of delivery, rejected delivery, or delivery that is not possible because the recipient moved and left no forwarding address will be deemed to have been given at the date and time of receipt, rejected, and/or attempted delivery.

Additionally, Franchisor may provide the notice described in this Section 22 by email or other electronic system to (a) the email address set forth on the Franchise Rider, (b) the email address Franchisor has approved or provided for Franchisee to use with the Center, or (c) another electronic account that Franchisor has approved or provided for Franchisee to use with the Center. Such email notices shall be deemed given and effective upon the day on which the email was sent, unless Franchisor receives notice of rejected delivery by the email account or other electronic account.

23. Miscellaneous.

(a) **Severability.** The invalidity or unenforceability of any one (1) or more provision of this Agreement shall in no way affect any other provision. If any court of competent jurisdiction determines any provision of this Agreement to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of this Agreement.

(b) **Construction.** All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, as the case may require. All acknowledgements, warranties, representations, covenants, agreements, and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all those executing this Agreement as Franchisee.

(c) **Entire Agreement.** This Agreement, the documents incorporated herein by reference and the exhibits attached hereto, comprise the entire agreement between the parties and all prior understandings, representations (including, unless otherwise agreed upon by the parties, the representations of any franchise sellers), or agreements concerning the subject matter hereof are canceled and superseded by this Agreement. This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

(d) **Assignees.** This Agreement shall be binding upon the heirs, successors, permitted assigns and legal representatives of the parties.

(e) **Amendments.** Franchisor reserves the right to amend this Agreement if a Franchise Agreement change proposed by Franchisor is agreed to by seventy percent (70%) of the then-current Franchisees. Further, except for those permitted to be made unilaterally by Franchisor, no supplement, amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

(f) **Waivers.** No failure of Franchisor to exercise any right given to it hereunder, or to insist upon strict compliance by Franchisee with any obligation, agreement or undertaking hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Franchisor's right to demand full and exact compliance by Franchisee and shall not affect or impair Franchisor's rights with respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of Franchisor to exercise any right arising from such default affect or impair Franchisor's rights as to such default or any subsequent default. Franchisor has the unrestricted right to elect to not enforce (or to selectively enforce) any provision of this Agreement or any other agreement, standard or policy, whether with respect to Franchisee and/or any other franchisee or other person, or any affiliate of Franchisee or Franchisor, without liability.

(g) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. This Agreement may, but is not required to, be executed using electronic signatures. Electronic signatures shall be treated for all purposes as originals.

(h) **Headings.** The headings used in the Agreement are for convenience only, and the paragraphs shall be interpreted as if such headings were omitted.

(i) **Time of Essence.** Franchisee agrees and acknowledges that time is of the essence with regard to Franchisee's obligations hereunder, and that all of Franchisee's obligations are material to Franchisor and this Agreement.

(j) **Territory Boundaries.** Territory boundaries are as described in the Franchise Rider.

(k) **Agreement Binding Upon Signature of Franchisor.** Franchisee acknowledges that this Agreement shall not take effect until its acceptance and execution by an officer of Franchisor.

(l) **Evolving Agreements.** Franchisee acknowledges that Franchisor has entered, and will continue to enter, into agreements with other Franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that Franchisor and Franchisees other than Franchisee may have different rights and obligations does not affect the parties' duty to comply with this Agreement.

(m) **Delegation.** Franchisor shall have the right to delegate Franchisor's duties under this Agreement to any affiliated or non-affiliated entity, agent, or employee and Franchisee agrees to such assignment without any right to approve such actions.

(n) **Final Act.** The last signature applied to this Agreement shall be the signature of Franchisor's President. The Agreement shall not be binding on Franchisor until signed by Franchisor.

(o) **Fines.** For each instance where Franchisee fails to obtain prior written approval for advertisements, fails to attend required training or franchisor sponsored conventions, offers unauthorized merchandise, fails to timely submit a report, or otherwise fails to comply with THE RESOURCE ROOM system's operating standards, Franchisor shall, at Franchisor's option, have the right to levy a fine in an amount up to ONE THOUSAND DOLLARS (\$1,000) per occurrence, in addition to Franchisor's inspection and re-inspection costs. Additionally, in the event that Franchisee fails inspection or is in default and Franchisor inspects and/or re-inspects the Center, then Franchisee shall reimburse Franchisor for its inspection costs on request. The imposition of a fine pursuant to this section shall not act as a waiver of any of Franchisor's other remedies under this Agreement. Furthermore, Franchisor has the right to collect any such fines by means of EFT.

(p) **Covenant of Good Faith.** No covenant of good faith and fair dealing shall be implied into this Agreement, except that if applicable law shall imply such a covenant in this Agreement, Franchisor and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply such a covenant, Franchisee acknowledges that (a) this Agreement grants Franchisor the discretion to make decisions, take actions, and refrain from taking actions not inconsistent with Franchisor's explicit rights and obligations hereunder that may favorably or adversely affect Franchisee's interests; (b) Franchisor will use its judgment in exercising such discretion based on Franchisor's assessment of its own interests and balancing those interests against the interests of Franchisee and other franchisees within the Chain generally; (c) Franchisor will have no liability to Franchisee for the exercise of its discretion, so long as such discretion is not exercised in bad faith toward Franchisee; and (d) in absence of such bad faith, no trier of fact in any legal action shall substitute its judgment for Franchisor's judgment so exercised.

(q) **Modification of Agreement.** If any term or provision, or any portion thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereto, and Franchisor will have the right, in its sole discretion, to modify such invalid or enforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable.

(r) **Security Agreement.** Franchisee agrees to give no security interests, pledges or encumbrances in Franchisee's inventory, leasehold, fixtures, securities or franchise agreement without the prior written approval of Franchisor, which shall not be deemed a consent to assignment. Franchisor will not unreasonably withhold approval but is legitimately concerned to ensure: (a) that Franchisee not lose the business; (b) that the business not be lost to the franchise system; and (c) that Franchisor not have to defend a claim to franchisee rights by anyone it shall not have agreed to accept as a franchisee. In order to secure the prompt performance of Franchisee's obligations under this Agreement, Franchisee grants Franchisor and Franchisor takes a first priority security interest in all of Franchisee's assets, including without limitation, all present and after acquired inventory and equipment wherever located, accounts, deposit accounts, chattel paper, instruments, contract rights (including Franchisee's rights under this Agreement) and general intangibles, including payment intangibles, and all proceeds and products thereof including

insurance proceeds. All items in which a security interest is granted are referred to as the "Collateral". This Agreement and the License granted to Franchisee hereunder may not be used by Franchisee as collateral or be the subject of a security interest, lien, levy, attachment or execution by Franchisee's creditors, any financial institution, or any other party, except with Franchisor's prior written approval. The security interest is to secure payment of the following (the "Indebtedness"): (a) all amounts due under this Agreement or otherwise by Franchisee; (b) all sums which Franchisor may, at Franchisor's option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness; (c) all expenses, including reasonable attorneys' fees, which Franchisor incurs in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting Franchisor's rights under the security interest and this Agreement; and (d) all other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of Franchisee to Franchisor or third parties under this Agreement, however created, and specifically including all or part of any renewal or extension of this Agreement, whether or not Franchisor executes any extension agreement or renewal instruments. Franchisee will from time to time as Franchisor requires join with Franchisor in executing any additional documents and one (1) or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to Franchisor. Upon default and termination of Franchisee's rights under this Agreement, Franchisor shall have the immediate right to possession and use of the Collateral. Franchisee agrees that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at Franchisor's option and without notice, become due and payable immediately, and Franchisor shall then have the rights, options, duties, and remedies of a secured party under, and Franchisee shall have the rights and duties of a debtor under the Uniform Commercial Code of North Carolina (or other applicable law), including, without limitation, Franchisor's right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by Franchisor in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to Franchisee pursuant to the notice provisions set forth above. This Agreement shall be deemed a security agreement and a financing statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a financing statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

(s) **Survival.** In the event of expiration, termination, or non-renewal of this Agreement, Franchisee will remain liable for Franchisee's obligations pursuant to this Agreement or any other agreement between Franchisee and Franchisor or its affiliates that expressly or by their nature survive the expiration, termination, or non-renewal of this Agreement.

FRANCHISEE ACKNOWLEDGES THAT, IN ALL OF ITS DEALINGS WITH FRANCHISOR'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES, THESE INDIVIDUALS ACT ONLY IN THEIR REPRESENTATIVE CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY. FRANCHISEE ACKNOWLEDGES THAT THIS AGREEMENT AND ALL BUSINESS DEALINGS BETWEEN FRANCHISEE AND THESE INDIVIDUALS AS A RESULT OF THIS

AGREEMENT ARE SOLELY BETWEEN FRANCHISEE AND FRANCHISOR. NOTWITHSTANDING THE FOREGOING, IF FRANCHISOR ENGAGES ANY BROKER, THAT BROKER WILL BE SOLELY LIABLE FOR ITS CONDUCT WITH FRANCHISEE EXCEPT THAT FRANCHISOR WILL REMAIN LIABLE FOR THE BROKER'S CONDUCT SOLELY TO THE EXTENT OF FRANCHISOR'S OWN CRIMINAL, INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT IN ENGAGING THE BROKER. IN ADDITION, FRANCHISOR MAKES NO WARRANTY AS TO FRANCHISEE'S ABILITY TO OPERATE THE CENTER IN THE JURISDICTION IN WHICH THE CENTER WILL BE OPERATED. FRANCHISEE MUST SEEK OR OBTAIN ADVICE OF COUNSEL SPECIFICALLY ON THIS ISSUE. IF LEGISLATION IS ENACTED, OR A REGULATION PROMULGATED, BY ANY GOVERNMENTAL BODY THAT PREVENTS FRANCHISEE FROM OPERATING THE CENTER, FRANCHISOR IS NOT LIABLE FOR DAMAGES NOR REQUIRED TO INDEMNIFY FRANCHISEE IN ANY MANNER WHATSOEVER OR TO RETURN ANY MONIES RECEIVED FROM FRANCHISEE.

[Signatures on the following page]

IN WITNESS WHEREOF, parties hereto have duly executed this Agreement on the day, month and year first written above.

Franchisor:

THE RESOURCE ROOM LEARNING CENTER LLC

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

FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR APPROVED LOCATIONS IN OHIO: You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Franchisee:

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

**[FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR
APPROVED LOCATIONS IN OHIO]**

Notice of cancellation

(Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to THE RESOURCE ROOM LEARNING CENTER LLC, 2100 Crossway Ln., Holly Springs, NC 27540, (984) 777-1244 not later than midnight of _____.

I hereby cancel this transaction.

(Purchaser's Signature)

(Date) _____

**[FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR
APPROVED LOCATIONS IN OHIO]**

Notice of cancellation

(Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to THE RESOURCE ROOM LEARNING CENTER LLC, 2100 Crossway Ln., Holly Springs, NC 27540, (984) 777-1244 not later than midnight of _____.

I hereby cancel this transaction.

(Purchaser's Signature)

(Date) _____

ATTACHMENT 1 TO FRANCHISE AGREEMENT

FRANCHISE RIDER

Initial Franchise Fee

The Initial Franchise Fee, which is due and payable upon execution of this Franchise Agreement, is:

_____ THIRTY THOUSAND DOLLARS (\$30,000) for the right to open Franchisee's first THE RESOURCE ROOM Center.

_____ TWENTY-SEVEN THOUSAND DOLLARS (\$27,000) for the right to open Franchisee's second or subsequent Center.

Royalty

The Royalty for each month of the Term shall be based on the following schedule ("Royalty Schedule"): (i) from the execution of this Agreement until the last day of the sixth (6th) month of the Term, the Royalty shall be TEN PERCENT (10%) of Franchisee's Gross Revenue; (ii) beginning on the seventh (7th) month until the last day of the twelfth (12th) month of the Term, the Royalty shall be the greater of TWO THOUSAND DOLLARS (\$2,000) or TEN PERCENT (10%) of Franchisee's Gross Revenue; (iii) beginning on the thirteenth (13th) month of the Term and for all months thereafter of the Term, the Royalty shall be the greater of TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$2,500) or TEN PERCENT (10%) of Franchisee's Gross Revenues. The Royalty Schedule shall only be applicable for the Initial Term. For purposes of this Attachment 1, "Gross Revenues" shall mean the total of gross revenue derived from the operation of the Center, including, but not limited to, revenue from services rendered by the Center and from the sale of products, whether from sales for cash or credit and regardless of the collection thereof. Gross Revenues also includes any business interruption insurance proceeds Franchisee receives and gift card redemptions. Gross Revenues does not include sales taxes or gift cards when redeemed, nor does it include sales to other franchisees and company-owned Centers. Royalties on gift cards are assessed when the gift card is sold, not redeemed. The Royalty due each month shall be calculated based on the Gross Revenues collected during the calendar month immediately preceding the Due Date of the Royalty.

Notice

The following address is Franchisee's address under Section 22 of the Franchise Agreement.

Franchisee's Address for Notice:

Franchisee's Email Address:

Already-Approved Location and Territory (If Applicable)

If the Location has already been selected by Franchisee and approved by Franchisor, then the following are Franchisee's Location and Territory for the term of the Franchise Agreement:

Location: _____

Territory: _____

Unassigned Location and Territory (If Applicable)

If no Location has been determined at the time this Franchise Agreement is executed, then the Location will be within the following area, provided the exact location will be subject to Franchisor's _____ review _____ and _____ approval: _____ (the "Prospective Market Area").

If Franchisee has not been approved to operate at a specific Location at the time the Franchise Agreement is approved, Franchisor reserves the right to sell franchises—and grant territories to others who will operate THE RESOURCE ROOM Centers—in and around the Prospective Market Area. Franchisee may then be required to choose a final location outside of any protected territory given to any other franchisee, and that territory may be outside of the Prospective Market Area set forth above.

When Franchisee selects its desired location for the Center, Franchisee must follow the approval process set forth in Section 6(a) of the Franchise Agreements and Franchisor's Brand Standards Manual. If Franchisor approves of Franchisee's proposed location, Franchisor will send Franchisee its form site approval letter ("Site Selection Approval Letter"). The location set forth in the Site Selection Approval Letter shall constitute the "Location" of the Center pursuant to Section 1 of the Franchise Agreement. Franchisee's Territory shall be the smaller of (i) an area containing approximately twenty-five thousand (25,000) children (ages 5-19), as determined by the latest U.S. Census at the time the franchise agreement is executed, or (ii) the area that is within a five (5)-mile radius of Franchisee's Center.

ATTACHMENT 2 TO FRANCHISE AGREEMENT

LEASE RIDER

This Lease Rider is executed as of this date of _____, by and between _____ (“Tenant”) and _____ (“Landlord”) as a Rider to the lease dated _____ (as amended, renewed, and/or extended from time to time, the “Form Lease”) for the Premises located at _____ (“Premises”).

In the event of a conflict between the terms and conditions set forth within this Rider and the terms and conditions set forth in the Form Lease to which this Rider is attached, the terms and conditions set forth within this Rider shall govern and control.

1. **Permitted Use.** The Premises are leased to Tenant for the operation of a Center offering instructional and educational services for children in grades k-12 and other supplemental educational products and services. The Tenant may also use the Premises for promotions, celebrations, meetings, and other group functions where Tenant’s services and products will be offered or sold. Landlord covenants that from and after the date hereof, Landlord shall not permit any other tenant to operate a business in the same shopping center as the Premises that receives twenty-five percent (25%) or more of its gross revenues from offering instruction to children between grades K–12, whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental education services or products.

2. **Signage.** Notwithstanding anything contained within the Form Lease to the contrary, Tenant shall, subject to the requirements of local law, have the right to utilize its standard signage and other Proprietary Marks and identification on both the exterior and within the interior of the Premises as approved by THE RESOURCE ROOM LEARNING CENTER LLC, a North Carolina limited liability company and franchisor of THE RESOURCE ROOM concept (“Franchisor”).

3. **Assignment and Subletting.** Landlord’s consent to an assignment of the Form Lease or subletting of the Premises shall not be required in connection with an assignment or subletting as a part of a merger, reorganization or sale of all or substantially all of Tenant’s assets or business or an assignment or sublet to Franchisor, any parent, subsidiary or affiliated corporation of Tenant or Franchisor, or another THE RESOURCE ROOM franchisee. Landlord shall approve as an assignee or sublettee any tenant who has become a transferee of the Franchise Agreement by and between Tenant and Franchisor (the Franchise Agreement”) as a result of a merger, reorganization or sale of all or substantially all of Tenant’s assets. Tenant shall also have the right, without the consent of Landlord, to assign the Form Lease to: (i) a company incorporated or to be incorporated by Tenant; (ii) a limited liability company formed or to be formed; or (iii) a partnership formed or to be formed by Tenant, provided that Tenant owns or beneficially controls a majority of: (i) the issued and outstanding shares of capital stock of the company; (ii) the membership interest; or (iii) is the managing general partner of the partnership.

4. Notices; Opportunity to Cure. Copies of any demand letters, default notices or other similar notices of non-compliance ("**Notice**") sent by Landlord to Tenant shall also be sent to Franchisor at the following address:

THE RESOURCE ROOM LEARNING CENTER LLC
Attn: President
2100 Crossway Ln.
Holly Springs, North Carolina 27540

In the event Tenant fails to cure or otherwise remedy the subject matter of the Notice, and prior to exercising any remedies under the Form Lease, Landlord shall grant Franchisor the identical period of time in which to cure same (said cure period to commence immediately upon Notice from Landlord to Franchisor (at the address set forth herein) that Tenant has failed to cure in a timely manner) and Landlord agrees to accept the performance of Franchisor within said period of time as performance by Tenant pursuant to the terms of the Form Lease.

5. Option to Lease. Landlord hereby agrees that, (i) in the event of the termination, non-renewal, or expiration of the Franchise Agreement by and between Tenant and Franchisor; (ii) in the event of the termination of the Form Lease for any cause whatsoever including, without limitation, a default by Tenant under the Form Lease after expiration of any applicable notice and cure periods; (iii) in the event of Tenant's failure to exercise any extension option contained in the Form Lease, or (iv) as otherwise permitted under the Franchise Agreement, Franchisor, any parent, subsidiary or affiliated company of Franchisor, or another THE RESOURCE ROOM franchisee shall have the option to lease the Premises pursuant to the same terms and conditions as are contained in the Form Lease, in accordance with the following:

(a) Landlord agrees to promptly give Notice to Franchisor (at the address set forth herein) in the event the Form Lease is terminated as the result of a default by Tenant or in the event Tenant fails to exercise any remaining options to extend the term of the Form Lease;

(b) If Franchisor, any parent, subsidiary or affiliated company of Franchisor, or another THE RESOURCE ROOM franchisee elects to lease the Premises, Franchisor shall notify Landlord in writing of its election to exercise this option to lease within thirty (30) days after (1) termination, non-renewal, or expiration of the Franchise Agreement; (2) Franchisor's receipt of Notice from Landlord that the Form Lease has been terminated; or (3) receipt of Notice from Landlord that Tenant has failed to exercise an option to extend the term of the Form Lease;

(c) If Franchisor, any parent, subsidiary or affiliated company of Franchisor, or another THE RESOURCE ROOM franchisee elects to lease the Premises under any of the conditions set forth in 5(i) to (iv) above, Franchisor, any parent, subsidiary or affiliated company of Franchisor, or another THE RESOURCE ROOM franchisee shall sign and deliver to Landlord a lease containing all of the same terms and conditions (including rental rates, terms and remaining options to extend the term of the Form Lease) as are contained in the Form Lease; provided, however, that such party's leasehold interest shall not be subject to any defaults or claims that may exist between Landlord and Tenant and any such lease shall permit Franchisor or any parent, subsidiary or affiliated company of Franchisor to assign the lease or sublease the

Premises to a franchisee of Franchisor for use as a THE RESOURCE ROOM franchised location; and

(d) Nothing contained herein shall affect Landlord's right to recover any and all amounts due under the Form Lease from Tenant or to exercise any right of Landlord against Tenant as provided under the Form Lease.

6. **Access to the Premises; De-identification.** Landlord and Tenant hereby acknowledge that in the event the Franchise Agreement expires or is terminated, Tenant is obligated under the Franchise Agreement to take certain steps to de-identify the location as a THE RESOURCE ROOM franchise location operated by Tenant. Landlord agrees to cooperate fully with Franchisor in enforcing such provisions of the Franchise Agreement against Tenant, including allowing Franchisor, its employees and agents to enter and remove signs, decor and materials bearing or displaying any marks, designs or logos of Franchisor; provided, however, that Landlord shall not be required to bear any expense thereof. Tenant agrees that if Tenant fails to de-identify the Premises promptly upon termination, non-renewal, or expiration as required under the Franchise Agreement, Franchisor may cause all required de-identification to be completed at Tenant's sole cost and expense. Landlord hereby agrees that Franchisor, its employees, and agents have the right to enter into and temporarily occupy the Premises for all purposes permitted under the Franchise Agreement or to otherwise enforce the Franchise Agreement.

7. **Assignment of Interest.** This Rider is binding and shall inure to the benefit of Landlord, Tenant, and Franchisor, any parent, subsidiary or affiliated company of Franchisor, or another THE RESOURCE ROOM franchisee, their assigns, and successors-in-interest. Franchisor, any parent, subsidiary or affiliated company of Franchisor, or another THE RESOURCE ROOM franchisee are intended beneficiaries of this Rider, provided Franchisor shall have no liability for any of Tenant's obligations under the Form Lease. Franchisor signs below for the limited purpose of acknowledging and agreeing to the provisions of this Rider.

8. **Non-disturbance from Mortgage Lenders.** It is a condition of the Form Lease being subordinated to any mortgage, deed of trust, deed to secure debt or similar encumbrance on the Premises that the holder of such encumbrance agrees not to disturb Tenant's rights under the Form Lease or Tenant's possession of the Premises, so long as Tenant is not in default of its obligations under the Form Lease beyond any applicable grace or cure period provided therein. If a mortgage, deed of trust or deed to secure debt currently encumbers the Premises, it is a condition precedent to Tenant's obligations under the Form Lease that the holder of such encumbrance enter into a written recordable form of subordination and non-disturbance agreement with Tenant, in a form reasonably acceptable to Tenant, as described above.

9. **Security Interest.** Any security interest and/or landlord's lien of Landlord in Tenant's trade fixtures, trade dress, signage, equipment and other personal property is hereby subordinated to any security interest and pledge granted to Franchisor in such items.

[Signatures on the following page]

LANDLORD:

By: _____

Its: _____

Name: _____

Agreed to:

FRANCHISOR:

THE RESOURCE ROOM LEARNING CENTER LLC

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Its: _____

Name: _____

ATTACHMENT 3 TO FRANCHISE AGREEMENT

INTERNET, SOCIAL MEDIA, AND TELEPHONE ASSIGNMENT

This Assignment Agreement (the “Assignment”) is made, and entered into, between THE RESOURCE ROOM LEARNING CENTER LLC, a North Carolina limited liability company (“Franchisor”) and the undersigned Franchisee (“Franchisee”).

RECITALS

A. Franchisor has developed a unique system for the establishment and operation of businesses offering instruction to children between grades K–12, whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental education services or products. (the “System”);

B. Franchisor and Franchisee have entered into a Franchise Agreement dated _____ (the “Franchise Agreement”), pursuant to which Franchisee was granted the right to operate a THE RESOURCE ROOM franchised business (“Center”) under the System; and

C. It is the desire of and in the best interests of Franchisor and the System that in the event the Franchise Agreement terminates, expires, or is not renewed, the telephone numbers, (including personal cellphone numbers), telephone directory listings, internet addresses, and social media accounts used by Franchisee in connection with the operation of its THE RESOURCE ROOM franchised business are assigned to Franchisor.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and Franchisor agreeing to enter into the Franchise Agreement, Franchisor and Franchisee agree as follows:

1. Franchisee hereby agrees to assign to Franchisor: (i) those certain telephone numbers, including any personal or other cellphone numbers used in connection with the Center, and regular, classified or other telephone directory listings used by Franchisee in connection with operating THE RESOURCE ROOM franchised business (ii) all e-mail addresses that use the Marks or that are used by Franchisee in connection with the operation of the Center, (iii) any Online Presence (as that term is defined in the Franchise Agreement) which uses the Marks, which Franchisee uses in connection with the operation of the Center, or which Franchisee has been permitted by Franchisor to create, and (iv) all rights, title, and interest in the content of any Online Presence, whether now-existing or adopted by Franchisee in the future, (collectively the “Listings”).

2. This Assignment is for collateral purposes only and, except as specified herein, Franchisor will have no liability or obligation of any kind whatsoever arising from or in connection with Franchisee’s use of the Listings unless and until Franchisor notifies the telephone company, listing agencies, internet service providers, or other parties that provide the Listings (collectively, the “Providers”) to effectuate the assignment pursuant to the terms hereof.

3. Upon termination, expiration, or nonrenewal of the Franchise Agreement (without renewal or extension), Franchisor will have the right and is hereby empowered to effectuate the assignment of the Listings to itself or to any third party it designates. In the event Franchisor exercises its assignment rights Franchisee will have no further right, title or interest in the Listings; provided, however, Franchisee will pay all amounts owed in connection with the Listings, including all sums owed to Franchisor, Franchisor's affiliates, or Franchisor's approved suppliers under existing contracts for the Listings and immediately, at the Franchisor's request, (i) take any other action as may be necessary to transfer the Listings to the Franchisor or Franchisor's designated agent, (ii) install and maintain, at Franchisee's sole expense, an intercept message, in a form and manner acceptable to Franchisor on any or all of the Listings; (iii) disconnect, cancel, delete, remove, or discontinue the Listings; (iv) relist any Listing in a different location or with a new provider, whether published or online; (v) modify the Listing and any content in the Listing; (vi) provide all login or other access credentials to the Listings; and/or (vii) cooperate with Franchisor or its designated agent in undertaking any or all of the foregoing.

4. Franchisee appoints Franchisor as Franchisee's attorney-in-fact, to act in Franchisee's place, for the purpose of assigning any Listings covered by the Assignment to Franchisor or Franchisor's designated agent or taking any other actions required of Franchisee under this Agreement. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the forgoing powers, including full power of substitution and execution or completion of any documents required or requested by any Provider to transfer or modify such Listings, and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration, termination, or nonrenewal of Franchisee's rights under the Agreement for any reason. Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the subsequent incapacity of Franchisee. This power is created to secure performance of a duty to Franchisor and is for consideration.

5. The parties agree that the Providers may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Listings upon such termination, expiration or nonrenewal of the Franchise Agreement and that such assignment shall be made automatically and effective immediately upon a Provider's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Providers require that the parties execute the Providers' assignment forms or other documentation at the time of termination, expiration or nonrenewal of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination, expiration, or non-renewal of the Franchise Agreement.

6. The validity, construction and performance of this Assignment is governed by the laws of the State in which Franchisor is located. All agreements, covenants, representations and warranties made in this Agreement survive the signing of this Agreement. All Franchisor's rights inure to Franchisor's benefit and to the benefit of Franchisor's successors and assigns.

Agreed to this date of _____.

FRANCHISEE:

FRANCHISOR:

THE RESOURCE ROOM LEARNING
CENTER LLC

By: _____

Name: _____

Title: _____

By: _____

Name _____

Title: _____

ATTACHMENT 4 TO FRANCHISE AGREEMENT

PERSONAL GUARANTY AND AGREEMENT TO BE BOUND PERSONALLY BY THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement, (together with any revisions, modifications, and amendments thereto, the “Agreement”) between THE RESOURCE ROOM LEARNING CENTER LLC (“Franchisor”) and _____ (“Franchisee”) dated of even date herewith, the undersigned (each a “Guarantor”), for themselves, their heirs, successors, and assigns, do jointly, individually, and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms, and conditions in the Agreement, to be paid, kept and performed by the Franchisee.

A. Except for those designated as “Spouse” and not “Owner” in the signature block below, each Guarantor, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement, including but not limited to the non-compete, non-solicitation, dispute resolution, and indemnification provisions, and agree that this Personal Guaranty will be construed as though each Guarantor and each of its heirs, successors, and assigns executed an agreement containing the identical terms and conditions of the Agreement. If a Guarantor is an Owner, Guarantor hereby (1) makes all representations of, and (2) accepts and agrees to comply with all obligations of, owners, shareholders, members, and partners of the Franchisee as set forth in the Agreement.

B. Each Guarantor’s liability under this Personal Guaranty shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and, as applicable, any other guarantors of Franchisee. Each Guarantor shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so. Franchisor may proceed against each Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against any Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Each Guarantor agrees to pay all reasonable attorneys’ fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this Personal Guaranty or any negotiations relative to the obligations hereby guaranteed or in enforcing this Personal Guaranty against any Guarantor. This Personal Guaranty is enforceable by and against the respective administrators, executors, heirs, successors, and assigns of each Guarantor, and the death of any Guarantor will not terminate the liability of such Guarantor or limit the liability of other Guarantors hereunder.

C. Each Guarantor consents and agrees that: (1) each Guarantor’s liability will not be contingent or conditioned upon Franchisor’s pursuit of any remedies against the Franchisee or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the Franchisee’s insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to any or all Guarantors; (3) any liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Personal Guaranty, which shall be continuing and irrevocable; and (4) this Personal

Guaranty shall apply in all modifications to the Agreement of any nature agreed to by Franchisee with or without any Guarantor receiving notice thereof.

D. Each Guarantor waives: (1) notice of demand for payment of any indebtedness or on performance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; (3) any right he/she may have to require that an action be brought against the Franchisee or any other person as a condition of liability; (4) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed; and (5) notice of any changes permitted by the terms of the Agreement or agreed to by the Franchisee.

E. Each Guarantor agrees that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of Franchisor's successors and assigns.

F. This Personal Guaranty shall be governed by the choice of law and dispute resolution provisions set forth in the Agreement.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of Franchisor's successors and assigns.

PERSONAL GUARANTORS:

Signature: _____
Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Owner or Spouse: _____

Signature: _____
Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Owner or Spouse: _____

Signature: _____
Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Owner or Spouse: _____

ATTACHMENT 5 TO FRANCHISE AGREEMENT

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This Nondisclosure and Noncompetition Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between THE RESOURCE ROOM LEARNING CENTER LLC, a North Carolina limited liability company (“Franchisor”), and _____ (“Associate”), who resides at _____. All initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Franchise Agreement.

RECITALS

A. Franchisor is engaged in the business of franchising children’s education Centers offering instruction to children between grades K–12, whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental education services or products. (“Center”). The franchised businesses are operated under the Franchisor's trademark “THE RESOURCE ROOM” and other service marks, trademarks, logo types, architectural designs, trade dress and other commercial symbols (collectively, the “Marks”);

B. Franchisor has developed methods for establishing, operating and promoting Centers pursuant to the Franchisor’s Confidential Information (defined below) and Trade Secrets (defined below) and such Confidential as may be further developed from time to time by the Franchisor (“System”);

C. Franchisor and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of products and customer service, which goodwill and reputation have been and will continue to be of major benefit to the Franchisor;

D. Associate desires to become involved with a _____ (“Franchisee”), a franchisee of the Franchisor in the capacity of an owner, officer, partner, director, or agent of the Center, or is a spouse or domestic partner of an owner of a Center, and will become privileged as to certain Confidential Information. Associate may or may not have signed the Franchise Agreement or personal guaranty; and

E. Associate and the Franchisor have reached an understanding with regard to nondisclosure by Associate of Confidential Information and with respect to noncompetition by Associate with the Franchisor and other franchisees of the Franchisor. Associate agrees to the terms of this Agreement as partial consideration for the Franchisor’s willingness to allow Associate to engage in a business relationship with Franchisor or a Franchisee using the Franchisor’s Confidential Information.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and the Franchisor, intending legally to be bound, agree as follows:

1. Definitions.

(a) “Associate” shall mean the individual described in the first paragraph of this Agreement.

(b) “Competitive Business” as used in this Agreement means any business or commercial activity, other than a THE RESOURCE ROOM business that Franchisee is authorized by Franchisor to operate, that receives twenty five percent (25%) or more of its gross revenues from offering instruction to children between grades K–12, whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental education services or products.

(c) “Confidential Information” means the information, not generally known to the public, in any form, relating to the Center and its operations, including all trade secrets of the Center; all knowledge, know-how, standards, methods, and procedures related to the establishment and operation of the Center not generally known to the public; all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Center (such as all names, addresses, phone numbers, e-mail addresses for customers and suppliers; customer purchase records and mail lists); manuals; curriculum; platforms; electronic code, designs, marketing materials, and business, sales, and marketing strategies; financial information; databases; training materials; knowledge of the franchise system, and any other data and information that the Franchisor or its affiliates designates as confidential, including all information contained in the Brand Standards Manuals.

(d) “Franchise Agreement” shall mean the franchise agreement between Franchisor and Franchisee dated _____ as amended or renewed from time to time.

(e) “Location” shall mean the approved location of Franchisee’s Center.

(f) “Restricted Territory” shall mean:

(i) The Location and any geographic area which is within a twenty (20) mile radius of the Location or any other THE RESOURCE ROOM outlet, whether owned by Franchisee, Franchisor, Franchisor’s affiliates or any other franchisee as of the first date of the Restrictive Period; or

(ii) Only in the event the foregoing is determined by a court of law to be too broad, the Location and any geographic area which is within a one (1) mile radius of the Location or any other THE RESOURCE ROOM outlet, whether owned by Franchisee, Franchisor, Franchisor’s affiliates or any other franchisee as of the first date of the Restrictive Period; or

(iii) Only in the event the foregoing is determined by a court of law to be too broad, the Location and any geographic area which is within a one (1) mile radius of the Location as of the first date of the Restrictive Period; or

(iv) Only in the event the foregoing is determined by a court of law to be too broad, the Location as of the first date of the Restrictive Period.

(g) “Restrictive Period” shall mean a period of two (2) years that begins the earlier of (i) the date of termination, expiration, or non-renewal of the Franchise Agreement, regardless of the reason for such termination, expiration, or non-renewal, or (ii) the date Associate’s association with Franchisee or the Center ends for any reason, including but not limited to, divorce, separation, sale, termination, or transfer.

(h) “Term” shall mean the period from the Effective Date through the first date of the Restrictive Period.

(i) “Territory” shall have the meaning defined in the Franchise Agreement.

2. Confidential Information. Associate and the Franchisor acknowledge that the Confidential Information that is developed and utilized in connection with the operation of the Center is unique and the exclusive property of the Franchisor or its affiliates. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to the Franchisor or its affiliates. Associate further acknowledges that the Franchisor or its affiliates have expended a great amount of effort and money in obtaining and developing the Confidential Information, that the Franchisor or its affiliates have taken numerous precautions to guard the secrecy of the Confidential Information, and that it would be very costly for competitors to acquire or duplicate the Confidential Information.

3. Nondisclosure of Confidential Information. During the Term and for all periods after the Term, Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Franchisor or the Center, any of the Confidential Information of the Franchisor or its affiliates.

4. Exceptions to Disclosing Confidential Information. Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to the following: (a) information that was in the public domain prior to being communicated to Associate through no fault of Associate; (b) information that entered the public domain after it was Communicated to Associate through no fault of Associate; (c) information that was in Associate’s possession free of any obligation of confidence at the time it was communicated to Associate; or (d) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Associate is legally compelled to disclose the information, if Associate has notified the Franchisor before disclosure and used Associate’s best efforts, and afforded the Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to the Franchisor of confidential treatment for the information required to be so disclosed.

5. In-Term Covenant Against Unfair Competition. During the Term, Associate will not, without Franchisor’s prior written consent for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in, as a partner, owner, officer, executive, managerial employee, director, sales person or consultant for, any Competitive Business; or

(b) offer or grant franchises or licenses for any Competitive Business; or

(c) become a franchisee or licensee of any Competitive Business; or

(d) perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

6. Post-Termination Covenant Against Unfair Competition. Associate covenants and agrees that for the Restrictive Period Associate shall not, within the Restricted Territory, engage in any of the following:

(a) franchise, license, or own an interest in any Competitive Business, including as franchisor, licensor, franchisee or licensee, provided that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Section 6 so long as Associate does not own themselves or through his or her spouses or partners more than one percent (1%) of the securities of such corporation; or

(b) engage in any Competitive Business as an officer, director, employee, consultant, manager, operator, or independent contractor in any capacity in which Associate would be in a position to use or disclose Confidential Information.

7. Injunction. Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Franchisor shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Franchisor may be entitled. Associate agrees that the Franchisor may obtain such injunctive relief, without posting a bond or bonds totaling FIVE HUNDRED DOLLARS (\$500) or more, but upon due notice, and Associate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Associate.

8. Reasonableness of Restrictions. Associate acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary for the protection of the Confidential Information and that any violation of this Agreement would cause substantial and irreparable injury to Franchisor, and that Franchisor would not have entered into a business relationship with Associate or Franchisee or enter into this Agreement or the Franchise Agreement without receiving Associate's unrestricted promise to preserve the confidentiality of the Confidential Information. In any litigation concerning the entry of any requested injunction against Associate, Associate, for value, voluntarily waives such defenses as Associate might otherwise have under the law of the jurisdiction in which the matter is being litigated relating to any claimed "prior breach" on the part of the Franchisor; it being specifically understood and agreed between the parties that no action or lack of action on the part of the Franchisor will entitle or permit Associate to disclose any such

Confidential Information in any circumstances. Associate agrees that the running of the applicable post-termination Restrictive Period shall be tolled during any period of a violation of this Agreement.

9. Effect of Waiver. The waiver by Franchisor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate and the Franchisor and their respective heirs, executors, representatives, successors and assigns.

11. Entire Agreement. This instrument contains the entire agreement of Associate and the Franchisor relating to the matters set forth herein. It may not be changed verbally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

12. Governing Law; Jurisdiction and Venue.

(a) If Associate is an owner or guarantor of Franchisee, the governing law and dispute resolution provisions of the Franchise Agreement shall apply to this Agreement.

(b) For Associates that are not an owner or guarantor of Franchisee, the following terms apply: The laws of North Carolina (without giving effect to its conflicts of law principles) govern all matters arising under and relating to this Agreement, including torts. In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts of North Carolina, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of North Carolina. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of North Carolina. Notwithstanding the foregoing, in the event that the laws of the state where Associate resides prohibit the aforesaid designation of jurisdiction and venue, then such other state's laws shall control.

13. Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement that shall otherwise remain in full force and effect.

14. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

15. Miscellaneous. Due to the importance of this Agreement to Franchisor, any claim Associate has against Franchisor is a separate matter and does not entitle Associate to violate, or justify any violation of, this Agreement. Associate agrees that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, unless herein defined.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

ASSOCIATE:

FRANCHISOR:

THE RESOURCE ROOM LEARNING CENTER
LLC

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 6

NONDISCLOSURE AND NON-SOLICITATION AGREEMENT

This Nondisclosure and Non-solicitation Agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between THE RESOURCE ROOM LEARNING CENTER LLC, a North Carolina limited liability company ("Franchisor"), and _____ ("Associate"), who resides at _____. All initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Franchise Agreement.

RECITALS

A. The Franchisor is engaged in the business of franchising children's education Centers offering instruction to children between grades K-12, whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental education services or products. ("Center"). The franchised businesses are operated under the Franchisor's trademark "THE RESOURCE ROOM" and other service marks, trademarks, logo types, architectural designs, trade dress and other commercial symbols (collectively, the "Marks");

B. The Franchisor has developed methods for establishing, operating and promoting franchised businesses pursuant to the Franchisor's Confidential Information (defined below) and Trade Secrets (defined below) and such Confidential Information and Trade Secrets as may be further developed from time to time by the Franchisor ("System");

C. The Franchisor and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of products and customer service, which goodwill and reputation have been and will continue to be of major benefit to the Franchisor;

D. Associate desires to become involved with a _____ ("Franchisee"), a franchisee of the Franchisor that operates a Center in _____ in the capacity of an owner, officer, partner, director, or agent of the Center, or is a spouse or domestic partner of an owner of a Center, and will become privileged as to certain Confidential Information. Associate may or may not have signed the Franchise Agreement or personal guaranty; and

E. Associate and the Franchisor have reached an understanding with regard to nondisclosure by Associate of Confidential Information and with respect the solicitation of customers, vendors, and employees by Associate. Associate agrees to the terms of this Agreement as partial consideration for the Franchisor's willingness to allow Associate to engage in a business relationship with Franchisor or Franchisee using the Franchisor's Confidential Information.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and the Franchisor, intending legally to be bound, agree as follows:

1. Definitions.

(a) "Associate" shall mean the individual described in the first paragraph of this Agreement.

(b) "Competitive Business" as used in this Agreement means any business or commercial activity, other than a THE RESOURCE ROOM business that Franchisee is authorized by Franchisor to operate, that receives twenty five percent (25%) or more of its gross revenues from offering instruction to children between grades K–12, whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental education services or products.

(c) "Confidential Information" means the information, not generally known to the public, in any form, relating to the Center and its operations, including all trade secrets of the Center; all knowledge, know-how, standards, methods, and procedures related to the establishment and operation of the Center not generally known to the public; all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Center (such as all names, addresses, phone numbers, e-mail addresses for customers and suppliers; customer purchase records and mail lists); platforms; manuals; curriculum; electronic code, designs, marketing materials, and business, sales, and marketing strategies; financial information; databases; training materials; knowledge of the franchise system; students lists; student information, and any other data and information that the Franchisor or its affiliates designates as confidential, including all information contained in the Brand Standards Manual.

(d) "Franchise Agreement" shall mean the franchise agreement between Franchisor and Franchisee dated _____ as amended or renewed from time to time.

(e) "Location" shall mean the approved location of Franchisee's Center.

(f) "Restricted Territory" shall mean:

(i) The Location and any geographic area which is within a twenty (20) mile radius of the Location or any other THE RESOURCE ROOM outlet, whether owned by Franchisee, Franchisor, Franchisor's affiliates or any other franchisee as of the first date of the Restrictive Period; or

(ii) Only in the event the foregoing is determined by a court of law to be too broad, the Location and any geographic area which is within a one (1) mile radius of the Location or any other THE RESOURCE ROOM outlet, whether owned by Franchisee, Franchisor, Franchisor's affiliates or any other franchisee as of the first date of the Restrictive Period; or

(iii) Only in the event the foregoing is determined by a court of law to be too broad, the Location and any geographic area which is within a one (1) mile radius of the Location as of the first date of the Restrictive Period; or

(iv) Only in the event the foregoing is determined by a court of law to be too broad, the Location as of the first date of the Restrictive Period.

(g) “Restrictive Period” shall mean a period of two (2) years that begins the earlier of (i) the date of termination, expiration, or non-renewal of the Franchise Agreement, regardless of the reason for such termination, expiration, or non-renewal, or (ii) the date Associate’s association with Franchisee or the Center ends for any reason, including but not limited to, divorce, separation, sale, termination, or transfer.

(h) “Term” shall mean the period from the Effective Date through the first date of the Restrictive Period.

(i) “Territory” shall have the meaning defined in the Franchise Agreement.

2. Confidential Information. Associate and the Franchisor acknowledge that the Confidential Information that is developed and utilized in connection with the operation of the Center is unique and the exclusive property of the Franchisor or its affiliates. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to the Franchisor or its affiliates. Associate further acknowledges that the Franchisor or its affiliates have expended a great amount of effort and money in obtaining and developing the Confidential Information, that the Franchisor or its affiliates have taken numerous precautions to guard the secrecy of the Confidential Information, and that it would be very costly for competitors to acquire or duplicate the Confidential Information.

3. Nondisclosure of Confidential Information. During the Term and for all periods after the Term, Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Franchisor or the Center, any of the Confidential Information of the Franchisor or its affiliates.

4. Exceptions to Disclosing Confidential Information. Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to the following: (a) information that was in the public domain prior to being communicated to Associate through no fault of Associate; (b) information that entered the public domain after it was Communicated to Associate through no fault of Associate; (c) information that was in Associate’s possession free of any obligation of confidence at the time it was communicated to Associate; or (d) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Associate is legally compelled to disclose the information, if Associate has notified the Franchisor before disclosure and used Associate’s best efforts, and afforded the Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to the Franchisor of confidential treatment for the information required to be so disclosed.

5. Covenant Against Solicitation. During the Term, Associate will not, without Franchisor’s prior written consent for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(a) solicit, divert or attempt to solicit or divert any person or party that is or has been a customer of Center at any time during the term of this Agreement, to any Competitive Business,

as Franchisee agrees that all goodwill associated with Franchisee's operation under the Marks and the System, and all customer information associated therewith, inure to Franchisor; or

(b) solicit, divert, or attempt to solicit or divert, any vendor that does has done business with Franchisee to provide supplies, products, equipment, merchandise, or services to a Competitive Business.

6. Post-Termination Covenant Against Solicitation. Associate covenants and agrees that for the Restrictive Period Associate shall not, within the Restricted Territory, engage in any of the following:

(a) solicit, divert, or induce or attempt to solicit, divert, or induce for, or on behalf of, any Competitive Business any person or entity who was an employee of, independent contractor to, consultant to, or other service provider to the Center as of the first day of the Restrictive Period with whom Associate had a business relationship through Associate's association with Franchisee or who was an employee of, independent contractor to, consultant to, or other service provider to the Center within one (1) year prior to the Restrictive Period with whom Associate had a business relationship through Associate's association with Franchisee, to work for the Competitive Business; or

(b) solicit, induce or attempt to solicit or induce any person or entity who is an employee of, independent contractor to, consultant to, or other service provider to the Center, Franchisee, Franchisor, Franchisor's affiliates, or Franchisor's other franchisees as of the first day of the Restrictive Period or within one (1) year of the Restrictive Period to terminate or alter in any way its, his, or her relationship with the Center, Franchisee, Franchisor, Franchisor's affiliates, or Franchisor's other franchisees as of the date of the Restrictive Period; or

(c) solicit, divert, or induce or attempt to solicit, divert, or induce any persons who were employees of, independent contractors to, consultants to, or any other service provider to Franchisor, Franchisor's affiliates, or Franchisor's other franchisees as of the first day of the Restrictive Period or within one (1) year of the Restrictive Period for, or on behalf of, any Competitive Business to work for any Competitive Business; or

(d) solicit, divert, or attempt to solicit or divert, any vendor that has done business with the Center within one (1) year of the Restrictive Period to provide supplies, products, equipment, merchandise, or services to a Competitive Business; or

(e) solicit, divert or attempt to solicit or divert any person or party that has been a customer of Center as of the first day of the Restrictive Period or within one (1) year of the Restrictive Period, to any Competitive Business.

7. Injunction. Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Franchisor shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Franchisor may be entitled. Associate agrees that the Franchisor may obtain such injunctive relief, without posting a bond or bonds totaling FIVE HUNDRED DOLLARS (\$500) or more, but upon due notice, and Associate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if

warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Associate.

8. Reasonableness of Restrictions. Associate acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary for the protection of the Confidential Information and that any violation of this Agreement would cause substantial and irreparable injury to Franchisor, and that Franchisor would not have entered into a business relationship with Associate or Franchisee or enter into this Agreement or the Franchise Agreement without receiving Associate's unrestricted promise to preserve the confidentiality of the Confidential Information. In any litigation concerning the entry of any requested injunction against Associate, Associate, for value, voluntarily waives such defenses as Associate might otherwise have under the law of the jurisdiction in which the matter is being litigated relating to any claimed "prior breach" on the part of the Franchisor; it being specifically understood and agreed between the parties that no action or lack of action on the part of the Franchisor will entitle or permit Associate to disclose any such Confidential Information in any circumstances. Associate agrees that the running of the applicable post-termination Restrictive Period shall be tolled during any period of a violation of this Agreement.

9. Effect of Waiver. The waiver by Franchisor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate and the Franchisor and their respective heirs, executors, representatives, successors and assigns.

11. Entire Agreement. This instrument contains the entire agreement of Associate and the Franchisor relating to the matters set forth herein. It may not be changed verbally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

12. Governing Law; Jurisdiction and Venue.

(a) If Associate is an owner or guarantor of Franchisee, the governing law and dispute resolution provisions of the Franchise Agreement shall apply to this Agreement.

(b) For Associates that are not an owner or guarantor of Franchisee, the following terms apply: The laws of North Carolina (without giving effect to its conflicts of law principles) govern all matters arising under and relating to this Agreement, including torts. In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts of North Carolina, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of North Carolina. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of North Carolina. Notwithstanding the foregoing, in the event that the laws of the state where Associate resides prohibit the aforesaid designation of jurisdiction and venue, then such other state's laws shall control.

13. Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement that shall otherwise remain in full force and effect.

14. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

15. Miscellaneous. Due to the importance of this Agreement to Franchisor, any claim Associate has against Franchisor is a separate matter and does not entitle Associate to violate, or justify any violation of, this Agreement. Associate agrees that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, unless herein defined.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

ASSOCIATE:

FRANCHISOR:

THE RESOURCE ROOM LEARNING CENTER
LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B-1

**CENTER DIRECTORY/LISTING OF CURRENT FRANCHISEES
AS OF DECEMBER 31, 2024**

Name	Address	City	State	Zip	Phone
NONE					

EXHIBIT B-2

**LISTING OF CERTAIN PAST FRANCHISEES
AS OF DECEMBER 31, 2024**

None.

EXHIBIT C
FINANCIAL STATEMENTS

Resource Room Learning Center, LLC

**Independent Auditor's Report
And
Balance Sheet Statement
March 11, 2024**

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Metwally CPA PLLC

CERTIFIED PUBLIC ACCOUNTANT

1312 Norwood Dr STE 100, Bedford, Texas 76022

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

Independent Auditor's Report

To the members of
Resource Room Learning Center, LLC

Opinion

We have audited the accompanying balance sheet of Resource Room Learning Center, LLC (The "Company") as of March 11, 2024, 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 Resource Room Learning Center, LLC as of March 11, 2024, 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 Resource Room Learning Center, 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 Resource Room Learning Center, LLC's ability to continue as a going concern within one year after the date that the financial statement is available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statement

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Resource Room Learning Center, 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 Resource Room Learning Center, LLC's ability to continue as a going concern for a reasonable period.

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 15, 2024

**Resource Room Learning Center, LLC
Balance Sheet
March 11, 2024**

Assets

Current Assets

Cash and cash equivalents	\$10,000
---------------------------	----------

Total Current Assets	<u>\$10,000</u>
-----------------------------	------------------------

Liabilities and Members' Equity

Total Liabilities	<u>\$ 0</u>
--------------------------	--------------------

Members' equity	10,000
-----------------	--------

Total Liabilities and Members' Equity	<u>\$10,000</u>
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The accompanying notes are an integral part of the financial statement.

Resource Room Learning Center, LLC
Notes to Financial Statement
March 11, 2024

1. COMPANY AND DESCRIPTION OF BUSINESS

Resource Room Learning Center, LLC (the "Company") was established in the state of North Carolina on February 20, 2024, for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their business as a franchise. The Company provides the qualified individual the rights to operate a business that offers tutoring , academic support, and programs from Pre-K through the end of high school. The Company offers individual unit franchises and area development franchises for the development of multiple units within a designated territory.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

A. Basis of Accounting

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

B. Cash and Cash Equivalents

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

C. Federal Income Taxes

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

D. Use of Estimates

The preparation of our Company's financial 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.

E. Concentration of Credit Risk

The Company maintains cash and cash equivalents with major financial institutions. At various times during the period, the total amount on deposit didn't exceed the \$250,000 limit insured by the Federal Deposit Insurance Corporation

(FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

F. Revenue Recognition

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

Franchise Fees

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

The transaction price in a standard franchise arrangement consists of (a) franchise/development fees; (b) Marketing, brand development and royalties Fees and (c) IT Fees; (d) Annual Conference Fees. The Company utilize ASC 606 five-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 monthly royalties, marketing, IT, and annual conference fees. Certain other fees are also outlined in the agreement.

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

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 10 years while successive agreement terms are typically 10 years.

Variable Considerations

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

Contracts Assets and Liabilities Balances

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

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

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

G. Recent Accounting Pronouncements

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

3. CASH AND CASH EQUIVALENT

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 March 11, 2024, the Company's cash balance didn't exceed the FDIC insurance limits.

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 March 11, 2024 the Company has approximately \$10,000 in cash in their operating bank account.

4. SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 15, 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 SPECIFIC INFORMATION

RIDERS TO FRANCHISE AGREEMENT FOR SPECIFIC STATES

If any one of the following Riders to the Franchise Agreement for Specific States (“Riders”) is checked as an “Applicable Rider” below, then that Applicable Rider shall be incorporated into the Franchise Agreement entered into by THE RESOURCE ROOM LEARNING CENTER LLC and the undersigned Franchisee. To the extent any terms of an Applicable Rider conflict with the terms of the Franchise Agreement, the terms of the Applicable Rider shall supersede the terms of the Franchise Agreement.

Applicable Rider

☐ New York

THE RESOURCE ROOM LEARNING
CENTER LLC

FRANCHISEE (Print Name)

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

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

NEW YORK

Each provision of this New York addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of New York law are met independently without reference to this addendum. Each provision of this New York addendum shall be enforceable only to the extent required by applicable New York franchise law.

Disclosure Document:

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

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person

from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of 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. The following statement is added to the Franchise Agreement and Multi-Unit Agreement:

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

EXHIBIT E

STATE AND FEDERAL REGULATORY AUTHORITIES

FEDERAL TRADE COMMISSION

Franchise Rule Coordinator
Federal Trade Commission Division of Marketing Practices
Pennsylvania Avenue at Sixth Street, N.W., Room 238
Washington, D.C. 20580
Telephone: (202) 326-2970

STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

CALIFORNIA:

Commissioner of Financial Protection &
Innovation
Dept. of Financial Protection and Innovation
320 West 4th St., Ste. 750
Los Angeles, California 90013
Telephone: (213) 576-7500 or
Toll Free Telephone: (866) 275-2677

ILLINOIS (Registered Agent):
F. Chet Taylor, Director of Securities
Office of the Secretary of State
Securities Department
69 West Washington Street, Suite 1220
Chicago, IL 60602
Telephone: (312) 793-3884

CONNECTICUT:

Lynn McKenna-Krumins, Director of
Securities
Connecticut Department of Banking
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103-1800
Telephone: (860) 240-8233

ILLINOIS (Regulatory Authority):

Kwame Raoul
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
Telephone: (217) 782-4465

HAWAII:

Commissioner of Securities
of the State of Hawaii
Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
Telephone: (808) 586-2722

INDIANA:

Marie Castetter, Securities Commissioner
Franchise Section
Indiana Securities Division
Secretary of State
Room E-111
302 West Washington Street
Indianapolis, IN 46204
Telephone: (317) 232-6681

IOWA:

Jim Mumford, Securities Administrator
Director of Regulated Industries Unit
Iowa Securities Bureau
330 Maple Street
Des Moines, IA 50319-0066
Telephone: (515) 281-5705

MARYLAND (Registered Agent):

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

MARYLAND (Regulatory Authority):

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020
Telephone: (410) 576-6360

MICHIGAN (Regulatory Authority):

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
525 W. Ottawa Street
Lansing, MI 48909
Telephone: (517) 373-1152

MICHIGAN (Registered Agent):

Linda Cena, Securities Director
Office of Financial & Insurance Regulation
525 West Allegan
1st Floor Constitution Hall
Lansing, MI 48909
Telephone: (517) 241-6345

MINNESOTA (Regulatory Authority):

Minnesota Dept. of Commerce
Securities-Franchise Registration
85 7th Place East, Suite 280
Saint Paul, MN 55101-2198
Telephone: (651) 539-1500

MINNESOTA (Agent for Service of Process):

Commissioner of Commerce
85 7th Place East, Suite 280
Saint Paul, MN 55101-2198
Telephone: (651) 539-1500

NEW YORK (Administrator/Regulatory Authority)

NYS Department of Law
Investor Protection Bureau
28 Liberty St., 21st FL
New York, NY 10005
Telephone: (212) 416-8222

NEW YORK (Agent for Service of Process)

Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA:

North Dakota Securities Department
Fifth Floor State Capitol, Dept. 414
600 East Boulevard
Bismarck, ND 58505-0510
Telephone: (701) 328-2910

OKLAHOMA:

Oklahoma Securities Dept.
First National Center
120 N. Robinson Suite 860
Oklahoma City, OK 73102
Telephone: (405) 280-7700

RHODE ISLAND:

Division of Securities
1511 Pontiac Ave
John O. Pastore Complex- Bld 69-1
Cranston, RI 02920
Telephone: (401) 462-9500

SOUTH DAKOTA:
Division of Insurance
Securities Regulation
124 S. Euclid, Ste. 104
Pierre, SD 57501
Telephone: (605) 773-3563

TEXAS:
Hope Andrade
Secretary of State
P.O. Box 12697
Austin, TX 78711-2697
Telephone: (512) 463-5701

UTAH:
Division of Consumer Protection
Utah Department of Commerce
160 East 300 South
SM Box 146704
Salt Lake City, UT 84114-6704
Telephone: (801) 530-6601

VIRGINIA (Registered Agent):
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
Telephone: (804) 371-9733

VIRGINIA (Regulatory Authority)
State Corporation Commission,
Division of Securities and Retail
Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
Telephone: (804) 371-9051

WASHINGTON:
Address for Service of Process:
Department of Financial Institutions
Securities Division
150 Israel Road, SW
Tumwater, WA 98501
Telephone: (360) 902-8760

Mailing Address:
Department of Financial Institutions
Securities Division
PO Box 41200
Olympia, WA 98504-1200

WISCONSIN:
Franchise Office
Wisconsin Securities Commission
P.O. Box 1768
Madison, WI 53701
Telephone: (608) 266-3364

EXHIBIT F

SAMPLE MUTUAL RELEASE THE RESOURCE ROOM LEARNING CENTER LLC

[This Agreement is a sample form currently in use and is subject to change.]

FULL AND FINAL GENERAL RELEASE

FOR AND IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree and covenant to fully and mutually release the other as follows:

1. The Franchisee; Owners; guarantors of the Franchisee; and their respective predecessors, parents, affiliates, subsidiaries, shareholders, members, partners, officers, directors managers, employees, agents, representatives, attorneys, accountants, personal representative, heirs, executors, administrators, successors, and, assigns, (collectively, the “Franchisee Parties”) do hereby release and forever discharge Franchisor; Franchisor’s predecessors, parents, affiliates, and subsidiaries; and their respective shareholders, member, partners, officers, directors, managers, agents, representatives, attorneys, accountants, guarantors, successors, and assigns, in both their corporate and individual capacities (collectively, the “Franchisor Parties”) from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, including, without limitation: (a) arising out of or related to the Franchisor Parties’ obligations under the franchise agreement or (b) otherwise arising from or related to the Franchisee Parties’ relationship, from the beginning of time to the date of Franchisee’s signature below, with any of the Franchisor Parties.

2. Franchisee, on Franchisee’s own behalf and on behalf of the other Franchisee Parties, further covenant not to sue any of the Franchisor Parties on any of the claims released by the preceding paragraph and represent that Franchisee has not assigned any such claims released by the preceding paragraph to any individual or entity who is not bound by this Release. It is understood and agreed that this Release is not to be construed as an admission of liability with respect to the Franchisor Parties.

3. The consideration expressly mentioned herein is the only consideration paid or to be paid by said parties hereby released. The parties acknowledge that no other party, or agent, or attorney of any other party, has made any promise, or representation or warranty to induce this Release, not herein expressly set forth, and no such promises, representations or warranties are relied upon as a consideration for this Release, or otherwise, but any and all of the parties’ respective claims, of whatever nature are hereby fully and forever released, compromised and settled. Full and complete compromise, settlement, and accord and satisfaction are hereby acknowledged, and it is expressly agreed by the undersigned parties never to sue any of the other parties hereby released on any alleged promise, representation or warranty for this Release not herein expressly set forth.

4. This Agreement contains the entire agreement and understanding between the parties as to the matters specified herein and supersedes and replaces all agreements on this subject matter,

whether written or oral. The terms contained herein may not be modified or amended except in writing signed by the parties. The terms of this Release are contractual and not a mere recital.

5. The undersigned further state that they have carefully read the foregoing instrument; that they know the contents thereof; that they understand and agree to each and every term and condition contained herein; that they signed the same as their own free act and deed; and that they have not assigned any rights released hereunder to any person or organization, private or governmental.

6. The parties hereby covenant and agree that each shall not make, at any time or place, any disparaging remarks, verbally or in writing, concerning any of the parties' actions or perceived omissions, regarding any matter connected with this Release Agreement or otherwise take any action that would disparage or cast doubt upon the business acumen or judgment of any other party. Each party understands and acknowledges that each other party's business and reputation are of special, unique, and extraordinary character, which gives them a particular value, the loss of which cannot reasonably be compensated in damages in an action at law. Accordingly, each party further agrees that in addition to any other rights or remedies that any other party may possess at law, any aggrieved party shall be entitled to injunctive and other equitable relief in order to prevent or remedy a breach of the provisions of this Agreement by any other party hereto.

7. The terms of this Release arose from discussions between the parties. Accordingly, no claimed ambiguity in this Release shall be construed against any party claimed to have drafted or proposed the language in question.

8. This Release shall be governed by and construed pursuant to the laws of the State of North Carolina.

9. This Release may be executed in two (2) copies, each of which shall be deemed an original.

IF THE CENTER FRANCHISEE OPERATES UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR IF FRANCHISEE IS A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

SECTION 1542 ACKNOWLEDGMENT. IT IS FRANCHISEE'S INTENTION, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY FRANCHISEE OR THE FRANCHISEE PARTIES. FRANCHISEE RECOGNIZES THAT FRANCHISEE OR THE FRANCHISEE PARTIES MAY HAVE SOME CLAIM, DEMAND OR CAUSE OF ACTION AGAINST FRANCHISOR PARTIES OF WHICH FRANCHISEE, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH FRANCHISEE, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS FRANCHISEE'S INTENTION, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE FRANCHISEE, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT FRANCHISEE, HIM, HER, OR IT FROM ASSERTING IT AGAINST FRANCHISOR PARTIES. IN FURTHERANCE OF

THIS INTENTION, FRANCHISEE, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, EXPRESSLY WAIVES ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.”

FRANCHISEE ACKNOWLEDGES AND REPRESENTS THAT FRANCHISEE HAS CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT FRANCHISEE UNDERSTANDS ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENTS THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the franchised business is located in Maryland or if Franchisee is a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

All releases given by the Parties are intended to constitute a full, complete, unconditional and immediate substitution for any and all rights, claims, demands and causes of action whatsoever which exist, or might have existed, on the date of this document. The Parties represent and warrant that they have made such independent investigation of the facts, law and otherwise pertaining to all matters discussed, referred to or released in or by this document as the Releasing Parties, in the Releasing Parties independent judgment, believe necessary or appropriate.

Franchisee:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT G

ACH/EFT TRANSFER AGREEMENT

AUTHORIZATION TO HONOR CHECKS AND DEBITS BY AND PAYABLE TO THE FOLLOWING PAYEE(S):

The undersigned depositor ("Franchisee" or "Payor") hereby authorizes THE RESOURCE ROOM LEARNING CENTER LLC ("Franchisor" or "Payee") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the bank designated below ("Bank") to debit or credit such account(s) pursuant to Franchisor's instructions.

Name of Person or Legal Entity of Franchisee: _____
ID Number: _____
Bank: _____
Branch: _____
City: _____ State: _____ Zip Code: _____
Bank Transit/ABA Number: _____
Account Number: _____

This authority is to remain in full and force and effect until sixty days after Franchisor has received written notification from Franchisee of its termination.

FRANCHISEE/PAYOR:

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

INDEMNIFICATION AGREEMENT

To the above named Payee and the Bank designated:

The Payor agrees with respect to any action taken pursuant above authorization:

1. To indemnify the Bank and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Bank in the regular course of business for the purpose of payment, including any costs or expenses reasonably in collection therewith.
2. To indemnify Payee and the Bank for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
3. To defend at Payor's cost and expense any action which might be brought by any depositor or any other persons because of any actions taken by the Bank of Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Bank's or Payee's participation therein.

BE SURE THAT ALL INFORMATION ASKED FOR IS PROVIDED

EXHIBIT H

FIRST ADDENDUM TO FRANCHISE AGREEMENT

(to be signed by a renewing franchisee concurrently with the Franchise Agreement)

[This Agreement is a sample form currently in use and is subject to change.]

BETWEEN THE RESOURCE ROOM LEARNING CENTER LLC

AND

THIS FIRST ADDENDUM (“Addendum”) to the Franchise Agreement dated as of the Effective Date (“Agreement”) between THE RESOURCE ROOM LEARNING CENTER LLC (“Franchisor”) and _____ (“Franchisee”) is made as of the same date to amend and supplement certain terms and conditions of the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not otherwise defined in this Addendum shall have their respective meanings set forth in the Agreement.

1. **Franchised Location.** Franchisor has previously approved the Franchised Location as required pursuant to the Franchise Agreement. The Franchised Location is: _____.
2. **Lease Approval.** Franchisor has previously accepted the lease for the Franchised Location as required pursuant to the Franchise Agreement and therefore waives the requirement for lease review and approval (and the associated lease review fee); provided, however, that if Franchisee enters into a new lease for the Franchised Location during the term of the Agreement, all lease review and approval requirements shall remain applicable.
3. **Commencement of Operations.** Franchisor and Franchisee acknowledge that the Franchised Location has commenced operations as required pursuant to the Franchise Agreement.
4. **Franchisor’s Development Assistance.** Franchisee acknowledges and agrees that Franchisor has complied with its obligations under the Agreement (or Franchisee waives, as the case may be, Franchisor’s obligation) to (1) assist Franchisee in choosing the Franchised Location and determining fulfillment of the requisite criteria for the Franchised Location, such determination based on information provided by Franchisee (including those obligations set forth in the Franchise Agreement; and (2) to provide opening support services listed in the Franchise Agreement .
5. **Grand Opening.** The Section of the Franchise Agreement pertaining to a Grand Opening is deleted.

6. **Remodeling.** Franchisee will complete the remodeling and renovations of the Center, at Franchisee's expense, listed on Exhibit 1 to this addendum no later than Sixty (60) days following the Effective Date of the Agreement or at such different time as set forth in Exhibit 1.

7. **Release.** Franchisee, for itself, and its respective heirs, successors, assigns, agents and representatives, hereby fully and forever unconditionally releases and discharges Franchisor, and its predecessors, affiliates, successors, assigns, agents, representatives, employees, owners, officers, and directors (collectively referred to as "Franchisor Affiliates") from any and all claims, demands, obligations, actions, liabilities, defenses or damages of every kind and nature whatsoever, in law or in equity, whether known or unknown, which may hereafter be discovered, in connection with, as a result of, or in any way arising from, any relationship or transaction with Franchisor or Franchisor Affiliates, however characterized or described, from the beginning of time until the date of this Addendum.

8. **Non-Disparagement.** Franchisee agrees not to, and to use its best efforts to cause its current and former owners, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to, disparage or otherwise speak or write negatively, directly or indirectly, of Franchisor or Franchisor Affiliates or their respective current and former agents, principals, officers, directors, owners, members, employees, franchisees, representatives, area directors, attorneys, parents, predecessors, affiliates, subsidiaries divisions, and successors and assigns, THE RESOURCE ROOM brand, THE RESOURCE ROOM system, or any other service-marked or trademarked concept of Franchisor, or which would subject THE RESOURCE ROOM brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of Franchisor or its brand.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date first set forth above.

NEWCO

By: _____
Title: _____
Date*: _____
(*This is the Effective Date)

FRANCHISEE:

Sign Here if you are taking the franchise as an Sign here if you are taking the franchise as a

INDIVIDUAL(S)

**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP**

(Note: Use these blocks if you marked in the Franchise Agreement that you are an individual or a partnership but the partnership is not a separate legal entity)

Print Legal Name of Entity

Signature
Print Name: _____
Date: _____

By: _____
Signature
Print Name: _____
Title: _____
Date: _____

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Exhibit 1
Remodeling

EXHIBIT I

AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER

[This Agreement is a sample form currently in use and is subject to change.]

THIS AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER (“Agreement”) is made among **THE RESOURCE ROOM LEARNING CENTER LLC** (“Franchisor”), **[SELLER NAME(S) OR ENTITY NAME]** (“Seller”), and **[BUYER NAME(S) OR ENTITY NAME]** (“Buyer”), and, if any, the undersigned Guarantors, effective as of the Effective Date.

RECITALS

A. Seller is the franchisee pursuant to that certain franchise agreement between Franchisor and Seller, as franchisee, dated **[date of seller franchise agreement]** (the “Seller Franchise Agreement”), governing the operation of the _____ business located at **[Center address]**, Center # _____ (“Franchised Location”);

B. Buyer is the franchisee under that certain franchise agreement between Franchisor and Buyer, as franchisee, dated **[date of buyer franchise agreement]**, Center # _____ (as amended, the “Buyer Franchise Agreement”);

C. Seller has notified Franchisor that it and Buyer have entered into an Asset Purchase Agreement, dated **[date of Asset Purchase Agreement]** (the “Purchase Agreement”), pursuant to which Seller has agreed to sell and Buyer has agreed to purchase all of the rights, obligations and assets relating to the Franchised Location (the “Interests”) and, further, that Buyer has agreed to assume the lease obligations with regard to the Franchised Location (collectively, the “Transfer”); and

D. Seller and the guarantors of the obligations of Seller (the “Seller Guarantors”) have requested that Franchisor consent to the Transfer and release Seller and the Seller Guarantors from all obligations under the Franchise Agreement and guaranty, respectively; and

E. The parties desire to set forth the terms and conditions under which Franchisor will consent to the Transfer and release.

AGREEMENT

FOR AND IN CONSIDERATION of the foregoing Recitals, which are incorporated herein, the mutual covenants expressed herein and other valuable consideration, receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Effective Date.** The Effective Date will be the date on which Franchisor signs this Agreement acknowledging its consent to the proposed Transfer.

2. **Proposed Transfer.** Buyer is purchasing the Interests from Seller in accordance with the terms and conditions of the "Purchase Agreement," a copy of which has been provided to Franchisor by Seller and Buyer. Seller and Buyer represent and warrant that the form of Purchase Agreement provided to Franchisor is the final version of the agreement and is the version which has been or will be executed by them to effectuate the Transfer.

3. **Conditional Consent; Release of Guaranty.** The Seller Franchise Agreement provides that the Transfer cannot take place without the consent of Franchisor. Franchisor will consent to the Transfer, as provided in the Seller Franchise Agreement, and will release (a) Seller from any obligations arising under the Seller Franchise Agreement and (b) Seller Guarantors under any guaranty agreement (in each case except as described below) from and after the Effective Date; provided, however, such consent and release are expressly contingent upon compliance with the following terms and conditions on or before the date of the closing of the Transfer ("Closing"):

(a) **Franchise Agreement.** The Seller Franchise Agreement will terminate as of the Closing, and the operation of the Franchised Location will thereafter be governed by the Buyer Franchise Agreement;

(b) **Payment of Amounts Due.** Seller will pay all amounts due and owing to Franchisor through the date of Closing; including but not limited to past due royalty and Brand Development Fund contributions in the amount of \$ _____;

(c) **Transfer Fee.** Seller shall pay a transfer fee of \$ _____ as provided in the Seller Franchise Agreement;

(d) **Financial Statements.** Seller will provide Franchisor with all required monthly financial statements for the Franchised Location through the date of Closing;

(e) **Training.** Buyer or Buyer's designated representative(s) shall have satisfactorily completed the initial training program as described in the Buyer Franchise Agreement prior to the Closing;

(f) **Right to Possession.** Buyer will provide satisfactory evidence to Franchisor that Buyer has the right to possession of the premises for the Franchised Location by way of lease assignment (with **all** required landlord consents) or otherwise;

(g) **Site Selection Assistance.** Buyer acknowledges and agrees that Franchisor has satisfied any and all obligations under the Buyer Franchise Agreement with respect to site selection and development assistance;

(h) **Remodeling.** Seller and Buyer shall ensure that all of the items reflected on the Pre-Sale Inspection which is attached hereto have been completed;

(i) **Purchase Agreement.** The Purchase Agreement will not be amended and the terms of the transaction thereunder will not be changed except with the prior written consent of Franchisor;

(j) **Buyer Loans.** Buyer shall provide Franchisor with copies of all loan documents or loan commitments evidencing all debt taken on by Buyer in connection with the purchase of the Franchised Location; and

(k) **Franchised Location Possession.** Prior to Closing and changing possession of the Franchised Location, Seller and Buyer shall obtain the written consent of Franchisor to change possession.

4. **Waiver of Right of First Refusal.** Franchisor hereby waives any right of first refusal to purchase the Interests as it may have pursuant to the Seller Franchise Agreement.

5. **Release of Franchisor.** Seller, the Seller Guarantors and Buyer, and each of them, for themselves and their affiliates, employees, officers, directors, successors, assigns, and other representatives, hereby fully and forever unconditionally release and discharge Franchisor, and its affiliates, parents, subsidiaries, area directors and agents and their respective employees, owners, members, officers, directors, successors, assigns, guarantors and other representatives (the "Released Parties"), from any and all claims, demands, obligations, actions, liabilities and damages of every kind or nature whatsoever, in law or in equity, whether known or unknown to them, which they may have against the Released Parties as of the date of this Agreement, or which may thereafter be discovered, accrued, or sustained, in connection with, as a result of, or in any way arising from, any relations or transactions with the Released Parties, however characterized or described, including but not limited to, any claims arising from the Seller Franchise Agreement, the Buyer Franchise Agreement or the Purchase Agreement or the transactions described herein.

If the Franchised Location is located in California or if either Buyer or Seller is a resident of California, the following shall apply:

Section 1542 Acknowledgment. It is the intention of Seller and Buyer in executing this Agreement that this instrument be and is a general release which shall be effective as a bar to each and every claim, demand or cause of action released by Seller and/or Buyer. Each of Seller and Buyer recognizes that he, she or it may have some claim, demand or cause of action against the Release Parties of which he, she, or it is totally unaware and unsuspecting, which he, she or it is giving up by executing this Agreement. It is the intention of each of Seller and Buyer in executing this instrument that it will deprive him, her or it of such claim, demand or cause of action and prevent him, her or it from asserting it against the Released Parties. In furtherance of this intention, Seller and Buyer expressly waive any rights or benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Each of Seller and Buyer acknowledges and represents that he, she, or it has consulted with legal counsel before executing this Agreement and that he, she, or it understands its meaning, including the effect of Section 1542 of the California Civil Code, and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to the release of unknown and unsuspected claims, demands and causes of action.

6. **Termination of Seller Franchise Agreement and Guaranties.** Franchisor and Seller acknowledge and agree that, as of the date of Closing, upon the Transfer and upon compliance with the conditions set forth in Section 3 above, the Seller Franchise Agreement and the guaranties (if any) will automatically terminate and neither Seller nor Seller Guarantors shall have any further rights or obligations thereunder except that neither Seller nor any Seller Guarantor shall be released from:

(a) any obligations to pay money to Franchisor owed under either the Seller Franchise Agreement or the guaranty prior to Closing; or

(b) the provisions of the Seller Franchise Agreement that, either expressly or by their nature, survive termination of the Seller Franchise Agreement (including without limitation the post-termination restrictive covenants, audit rights, dispute resolution and notice, and confidentiality provisions of the Seller Franchise Agreement).

7. **Acknowledgment.** Buyer and Seller acknowledge that although Franchisor or its affiliates, employees, officers, directors, successors, assigns, and other representatives may have been involved in Buyer's purchase of the Interests from Seller, Buyer and Seller have assumed sole and full responsibility for making the final decision to purchase and sell the Interests and each has consulted, or has had the opportunity to consult but, of its own accord, elected not to consult, with its own legal and financial advisors. Buyer further understands that as part of analyzing the purchase of the Interests from Seller, it is Buyer's responsibility to meet with or otherwise gather necessary information from the appropriate parties which may or may not affect Buyer's purchase of the Interests from Seller.

8. **Additional Documents.** Buyer and Seller agree to execute such additional documents as may be necessary to complete the Transfer as contemplated by the Purchase Agreement, the Seller Franchise Agreement and the Buyer Franchise Agreement.

9. **Miscellaneous Provisions.** This Agreement will be construed and enforced in accordance with, and governed by, the laws of the state of North Carolina. This Agreement may not be modified or amended or any term hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. The headings of this Agreement are for convenience and reference only and will not limit or otherwise affect the meaning hereof. This Agreement may be executed in any number of counterparts and sent via facsimile, each of which will be deemed an original but all of which taken together will constitute one and the same instrument. All capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the applicable franchise agreement.

10. **Non-Disparagement.** In consideration of the accommodations provided to Seller, the Seller Guarantors and Buyer and concessions made by Franchisor and its affiliates under this Agreement, Seller, the Seller Guarantors and Buyer agree not to, and to use their best efforts to cause their current and former owners, officers, directors principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to, disparage or otherwise speak or write negatively, directly or indirectly, of Franchisor or the Released Parties or their respective current and former agents, principals, officers, directors, owners, members, employees, franchisees, representatives, area directors, attorneys, parents, predecessors, affiliates, subsidiaries divisions, and successors and assigns, THE RESOURCE ROOM brand, THE

RESOURCE ROOM system, or any other service-marked or trademarked concept of Franchisor, or which would subject THE RESOURCE ROOM brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of Franchisor or its brand.

THUS signed by the parties shown below and made effective as of the Effective Date.

SELLER(S): If Seller is a legal entity, name of entity: _____

By: _____
Name: _____
Title (if applicable): _____

By: _____
Name: _____
Title (if applicable): _____

By: _____
Name: _____
Title (if applicable): _____

By: _____
Name: _____
Title (if applicable): _____

SELLER GUARANTORS:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

[Signatures Continue on Next Page]

BUYER(S): If Buyer is a legal entity, name of entity: _____

By: _____
Name: _____
Title (if applicable): _____

By: _____
Name: _____
Title (if applicable): _____

By: _____
Name: _____
Title (if applicable): _____

By: _____
Name: _____
Title (if applicable): _____

ACCEPTED:
THE RESOURCE ROOM LEARNING CENTER LLC

By: _____
Name: _____
Title: _____
Date*: _____

*This date is the Effective Date

PRE-SALE INSPECTION

EXHIBIT J

SBA ADDENDUM

SOP 50-10 5(j)

Appendix 9



ADDENDUM TO FRANCHISE¹ AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20____, by and between THE RESOURCE ROOM LEARNING CENTER LLC ("Franchisor"), located at 2100 Crossway Ln., Holly Springs, NC 27540, and _____ ("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20____, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U.S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

¹ While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

Effective Date: January 1, 2018

1

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

Authorized Representative of FRANCHISOR:

By: _____
Print Name: _____
Title: _____

Authorized Representative of FRANCHISEE:

By: _____
Print Name: _____
Title: _____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements

Effective Date: January 1, 2018

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EXHIBIT K

BRAND STANDARDS MANUAL TABLE OF CONTENTS

The Resource Room Learning Center

Manual for Operation

I. Company Overview

Introduction to Resource Room Learning Center

Welcome to the Resource Room Learning Center! Since our founding in 2015, we have remained committed to providing high-quality academic instruction for all grade levels and subjects (K-12).

II. General Policies

General Workplace Policies

At the Resource Room Learning Center, we strive to create a productive and positive work environment. This section outlines the basic policies every employee should know, including working hours, dress code, and general code of conduct.

III. Department-Specific Procedures

Departmental Operations

Each department within the Resource Room Learning Center plays a crucial role in our success. In this section, you'll find detailed procedures and workflows specific to each department, ensuring smooth and efficient operations.

IV. Health and Safety Guidelines

Health and Safety at Resource Room Learning Center

The well-being of our employees is paramount. This section provides essential guidelines for maintaining a safe work environment, including safety protocols and procedures to follow in an emergency.

V. Human Resources Policies

Human Resources Policies

Our HR policies at Resource Room Learning Center are designed to support the professional growth and personal welfare of all employees. This includes guidelines on hiring, onboarding, performance appraisals, and leave policies.

VI. Operational Procedures

Daily Operational Guidelines

This section details the core operational procedures that are fundamental to the daily functioning of the Resource Room Learning Center. It includes step-by-step guides for routine tasks and responsibilities.

VII. Customer Service Policies

Customer Service Excellence

At the Resource Room Learning Center, we are committed to delivering outstanding service to our clients. This section outlines our approach to customer interactions and service standards.

VIII. Quality Control

Maintaining Quality Standards

Quality is at the heart of everything we do at the Resource Room Learning Center. This section delineates the standards and procedures we follow to ensure the highest quality of our products/services.

IX. Emergency Procedures

Emergency Response Plan

Emergencies require prompt and effective action. This part of the manual provides clear instructions on responding to various unexpected situations at the Resource Room Learning Center to ensure safety and minimize disruption.

X. Contact Information

Important Contacts

For ease of communication, this section of the Resource Room Learning Center manual lists essential internal and external contact information, including department heads, emergency contacts, and key external partners.

State Effective Dates

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

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

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

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

EXHIBIT L
RECEIPT

This disclosure document summarized certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If THE RESOURCE ROOM LEARNING CENTER 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 you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires you to receive this Franchise Disclosure Document 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If THE RESOURCE ROOM LEARNING CENTER 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to the appropriate state agency listed on Exhibit E.

The name, principal business address and telephone number of the franchisor is: THE RESOURCE ROOM LEARNING CENTER LLC, 2100 Crossway Ln., Holly Springs, NC 27540, (984) 777-1244. THE RESOURCE ROOM LEARNING CENTER LLC's registered agent in North Carolina is Samara Cuccurullo located at 2100 Crossway Lane, Holly Springs, NC 27540.

Issuance Date: April 30, 2025

The name, principal business address and telephone number of each franchise seller offering the franchise is:

☐	☐	☐	☐
Joe Cuccurullo	Samara Cuccurullo		
THE RESOURCE ROOM	THE RESOURCE ROOM		
LEARNING CENTER LLC	LEARNING CENTER LLC		
2100 Crossway Ln.	2100 Crossway Ln.		
Holly Springs, NC 27540	Holly Springs, NC 27540		
(984) 777-1244	(984) 777-1244		

THE RESOURCE ROOM LEARNING CENTER LLC, authorizes the state agencies identified on Exhibit E as our registered agent authorized to receive service of process.

I have received a disclosure document dated: April 30, 2025, that included the following: Exhibit A – THE RESOURCE ROOM LEARNING CENTER LLC Franchise Agreement, with Attachment 1 (Franchise Rider), Attachment 2 (Lease Rider), Attachment 3 (Internet, Social Media, and Telephone Assignment), Attachment 4 (Guaranty), Attachment 5 (Noncompetition Agreement), and Attachment 6 (Nondisclosure and Non-solicitation Agreement), Exhibit B-1 – Center Directory/Listing of Current Franchisees , Exhibit B-2 – Listing of Certain Past Franchisees Exhibit C – Financial Statements, Exhibit D – State Specific Information, Exhibit E – Federal and State Regulators and Agents for Service of Process, Exhibit F – Sample General Release Agreement, Exhibit G – ACH/EFT Transfer Agreement, Exhibit H – First Addendum to Renewal Franchise Agreement, Exhibit I – Agreement and Conditional Consent to Transfer, Exhibit J – Small Business Administration Addendum, Exhibit K – Manual Table of Contents, EXHIBIT L – Receipt

Date

Prospective Franchisee

Individually and as an officer, partner, member or manager of _____, a _____
organized under the laws of _____.

You may return one copy of this receipt either by signing, dating and mailing it to Franchise Administration, at THE RESOURCE ROOM LEARNING CENTER LLC 2100 Crossway Ln., Holly Springs, North Carolina 27540, (984) 777-1244.

RETAIN THIS COPY FOR YOUR RECORDS
EXHIBIT L-1

RECEIPT

This disclosure document summarized certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If THE RESOURCE ROOM LEARNING CENTER 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 you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires you to receive this Franchise Disclosure Document 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If THE RESOURCE ROOM LEARNING CENTER 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to the appropriate state agency listed on Exhibit E.

The name, principal business address and telephone number of the franchisor is: THE RESOURCE ROOM LEARNING CENTER LLC, 2100 Crossway Ln., Holly Springs, NC 27540 (984) 777-1244. THE RESOURCE ROOM LEARNING CENTER LLC's registered agent in North Carolina is Samara Cuccurullo located at 2100 Crossway Lane, Holly Springs, NC 27540.

Issuance Date: April 30, 2025

The name, principal business address and telephone number of each franchise seller offering the franchise is:

☐	☐	☐	☐
Joe Cuccurullo	Samara Cuccurullo		
THE RESOURCE ROOM	THE RESOURCE ROOM		
LEARNING CENTER LLC	LEARNING CENTER LLC		
2100 Crossway Ln.	2100 Crossway Ln.		
Holly Springs, NC 27540	Holly Springs, NC 27540		
(984) 777-1244	(984) 777-1244		

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Date

Prospective Franchisee

Individually and as an officer, partner, member or manager of _____, a _____
organized under the laws of _____.

You may return one copy of this receipt either by signing, dating and mailing it to Franchise Administration, at THE RESOURCE ROOM LEARNING CENTER LLC, 2100 Crossway Ln., Holly Springs, North Carolina, 27540 (984) 777-1244.