FRANCHISE DISCLOSURE DOCUMENT

ATHLETIC REPUBLIC ®

ATHLETIC REPUBLIC, INC.
a North Dakota corporation
3126 Quarry Road, Suite F
Park City, Utah 84098
435-647-9000
cgraves@athleticrepublic.com
www.athleticrepublic.com

You will operate a franchise that provides performance sports training programs to athletes of all ages to maximize their full competitive potential and develop their athletic skills under the Athletic Republic® trademark and other related trademarks.

The total investment necessary to begin operation of an Athletic Republic® Training Center franchise is $298,900 to $678,500. This includes $274,500 to $445,500 that must be paid to the franchisor.

The total investment necessary to develop two (2) Athletic Republic® Training Center franchises under an area development agreement is $343,900 to $718,500. This includes (a) a development fee amounting to $100,000 payable to us upon signing, and (b) the initial investment to begin operations of the initial franchised Training Center you are required to develop within your awarded development area.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Sales Department, 3126 Quarry Road, Suite F, Park City, Utah 84098, at phone number 435-647-9000.

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, DC 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: March 4, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
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 discretion. 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 E included 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 ATHLETIC REPUBLIC 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 franchise 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 an ATHLETIC REPUBLIC franchisee?	Item 20 or Exhibit F list 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 B.

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 and area development agreement require you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Utah. 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 Utah than in your own state.

2. **Mandatory Minimum Payment**. You must make minimum royalty and 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.

3. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

4. **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. **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 you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

ATHLETIC REPUBLIC®
DISCLOSURE DOCUMENT

TABLE OF CONTENTS

ITEM **PAGE**

ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES. 1
ITEM 2. BUSINESS EXPERIENCE. 2
ITEM 3. LITIGATION 3
ITEM 4. BANKRUPTCY 3
ITEM 5. INITIAL FEES 3
ITEM 6. OTHER FEES 5
ITEM 7. ESTIMATED INITIAL INVESTMENT 11
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 17
ITEM 9. FRANCHISEE'S OBLIGATIONS 22
ITEM 10. FINANCING 23
ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 23
ITEM 12. TERRITORY 34
ITEM 13. TRADEMARKS 36
ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 38
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 38
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 39
ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION 39
ITEM 18. PUBLIC FIGURES 44
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS 45
ITEM 20. OUTLETS AND FRANCHISEE INFORMATION 48
ITEM 21. FINANCIAL STATEMENTS 52
ITEM 22. CONTRACTS 52
ITEM 23. RECEIPT 52

EXHIBITS

A. STATE SPECIFIC ADDENDA
B. STATE FRANCHISE ADMINISTRATORS
C. FRANCHISE AGREEMENT
D. AREA DEVELOPMENT AGREEMENT
E. FINANCIAL STATEMENTS
F. LIST OF FRANCHISEES AND FORMER FRANCHISEES, AND LICENSEES AND FORMER LICENSEES
G. FRANCHISEE QUESTIONNAIRE
H. CONFIDENTIAL DISCLOSURE AGREEMENT
I. TABLES OF CONTENTS OF THE OPERATING MANUALS
J. STATE EFFECTIVE DATES

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

To simplify the language in this disclosure document, "we", "us" "our" or "AR" means Athletic Republic, Inc. f/k/a Acceleration Products, Inc., the franchisor; "you" or "your" means the person or entity that buys the franchise. If you are a corporation, partnership, or other entity, "you" may also include the franchisee's owners.

The Franchisor

We are a North Dakota corporation that was incorporated in 1990. Our principal business address is 3126 Quarry Road, Suite F, Park City, Utah 84098. Our telephone number is 435-647-9000. We currently do business under our corporate name and as "Athletic Republic®." We will accept service of process at our principal business address, except for the states listed in Exhibit B that include an agent for service of process our agent for service of process for each such state shall be that listed for the particular state. We were formerly known as Acceleration Products, Inc. until April 2020, when we changed our corporate name to Athletic Republic, Inc. We have no predecessor or parent company, nor do we have any affiliates that offer franchises in this or any other line of business or provide products or services to our franchisees.

Since our inception we have been studying and developing evidence-based performance sports training standards, programs, and equipment to help athletes of all ages assess their capabilities, maximize their full athletic potential, and improve upon athletic skills defined by speed, power, strength, quickness, agility, proprioceptive awareness, stability, stamina, and overall fitness. We started operating our first training center in 1990.

We began offering franchises for sale in the United States in 2005. Prior to 2005, we offered a license to use our proprietary products. Our existing licensees compete with our franchisees, but do not have overlapping Protected Territories; however, their businesses are not associated with our Trademarks, Service Mark, Trade Name, Logotype, Advertising, or other commercial symbols. We ceased offering licenses for our proprietary products in 2005, but still offer renewal terms to existing licenses and, from time to time, enter into license arrangements with colleges and universities. In 2007 we registered and established the Athletic Republic® brand name for the franchise system.

As of the end of 2025, we had 13 licensees and 41 open franchisees offering our training programs in the United States and 5 international operators in Australia, Japan and Canada for a total of 59 Training Centers. Additionally, we have 7 U.S. franchises that were not open as of December 31, 2025. We have no other business activities. We do not sell and have never sold franchises in other lines of business.

The Franchise Offered

You will operate a business designed to provide the highest level of training to athletes to maximize their full athletic potential and improve specialized athletic skills defined by speed, power, strength, quickness, agility, proprioceptive awareness, stability, stamina, and overall athleticism using evidence-based athlete assessment, standards, training programs, technology, and equipment (the "Franchised Business"). We offer to qualified prospects the right to operate a training center at either a free-standing, retail or flex-space location, or co-located location within a Sports Medicine Hospital, Physical Therapy Clinic, SportsPlex, Ice Rink Complex, Health Club or similar facility (the "Training Center") specified in a Franchise Agreement (the "Franchise Agreement") to offer our Multi-Sport Acceleration, Hockey Acceleration, Endurance, Recovery, Ignition, In-Season, Adult Fitness, Return-to-Ready, Tactical, Senior, Sensory, Stability, Shoulder-safety, Strength and Skill, Team / Club and Personal Training Programs and Athlete Assessment (the "Training Programs") for athletes of all ages and adults.

A "Co-Located Training Center" is a Training Center that is located within another larger facility (typically 3,000 – 5,000 sq. ft.), such as a: Sports Medicine Hospital, Physical Therapy Clinic, SportsPlex, Ice Rink Complex, Recreation Center, Health Club or similar facility.

A "Free-Standing Training Center" is a Training Center that is located as a stand-alone business in an in-line retail, light industrial, flex space, office warehouse, mixed commercial or similar location (typically 3,000 – 6,000 sq. ft.) and may offer, or rent space within the Training Center to, complimentary services, such as: Physical Therapy, Chiropractic Services, Sports Team Offices, Sports Nutrition Counseling, Sports Psychology, Indoor Cycling, Turf / Court / Cage Rental, Birthday Parties, and other related businesses.

You will operate the Franchised Business from a location designated by you and approved by us (the "Franchised Location"). The address of the Training Center and the Franchised Location will be the same.

We also offer to qualified prospects the right to develop multiple Training Centers within a protected territory ("Development Territory") under the terms of an Area Development Agreement ("Area Development Agreement"). If you sign an Area Development Agreement, you will sign a separate Franchise Agreement for each Training Center developed under your Area Development Agreement, the terms of which may be materially different than those contained in the franchise agreement attached to this disclosure document.

The market for businesses offering training services is well developed in most areas. Your competitors include other national sports training chains, local sports training centers, boutique fitness studios, sports camps, national and local fitness centers, and local coaches. The Training Programs are age appropriate for athletes interested in improving their athletic capabilities by using the products offered by Athletic Republic®. The Franchised Businesses are operated year-round and serve youth, teens, college, club and professional athletes, as well as adults interested in improving overall fitness and athletic performance. Customer sales and athlete participation may be seasonal by sport.

There are no industry specific national regulations applicable to the operation of performance sports training centers. Many states have laws and regulations applicable to training center contracts, operations and licenses. There are state and federal laws and regulations that regulate the collection of fees. State laws and regulations change from state to state and may affect your operations. You must comply with all applicable laws.

ITEM 2.
BUSINESS EXPERIENCE

Director and Chief Executive Officer: Charlie Graves

Mr. Graves has been our Chief Executive Officer and Director since March 2007. He is based in Park City, Utah.

Chief Operating Officer: Stephanie Fairbourn

Ms. Fairbourn has served as our Chief Operating Officer since April 2022. Previously, she was our in-house Comptroller since November 2019. Prior to that time, she served as our out-sourced Comptroller from January 2018 to November 2019 while working with other consulting clients for Salt Lake City based, Preferred CFO. She has continued to work as an out-sourced Bookkeeper for Ogden, Utah based CCS Medical, Inc. since January 1995.

Vice President of Sports Performance Training: Kyle Ballew

Mr. Ballew has served as our Vice President of Sports Performance Training since April 2022. Previously, he was our Training Development Coordinator and Training Instructor since July 2018.

Sales and Partnership Manager: Taylor Fletcher

Mr. Fletcher joined us in August of 2018 and is based in Park City, Utah. Mr. Fletcher retired from U.S. Nordic Combined Team after the 2022 Olympics and is a four-time Olympian and World Championship Bronze Medalist.

Special Advisor: Peter Barbaresi

Mr. Barbaresi joined Athletic Republic as an Advisor in January 2017 and is based in Dana Point, CA. He was the CEO of Yoga Six which was based in Del Mar, CA from July 2016 until September 2018, and was a Board Advisor to the company from June 2013 to January 2025.

ITEM 3.
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4.
BANKRUPTCY

No bankruptcy is required to be disclosed in the Item.

ITEM 5.
INITIAL FEES

Initial Franchise Fees

The following is a description of our standard initial fees:

On the date of the signing of the Franchise Agreement, you shall pay us a lump sum, nonrefundable initial franchise fee of $55,000 for one Training Center (the "Initial Franchise Fee").

If (a) you already operate an Athletic Republic® Training Center, (b) you will open and operate one or more Satellite Training Centers, (c) the Satellite Training Center will feature the use of at least one Athletic Republic® Super Running Treadmill, Hockey Treadmill, PlyoFloor, PlyoPlatform, PlyoPress Machine, or MultiHip Machine and (d) the Satellite Training Center will be open for the delivery of Training Programs less than 36 weeks out of any 52 week period during the Term of the Franchise Agreement, you will pay a one-time Satellite Training Fee of $5,000 for each Satellite location in addition to the Initial Franchise Fee that you would otherwise pay according to the preceding paragraphs.

If you operate a Satellite Training Center, you may request that we grant you the right to convert to a Training Center and receive a Protected Territory that does not conflict with any other Training Center's Protected Territory, subject to the terms and conditions in the Franchise Agreement. If you make the request to convert a Satellite Training Center to a Training Center, you will pay us an additional Initial Franchise Fee equal to the difference between the Initial Franchise Fee as detailed in the then current Franchise Agreement, less the Satellite Training Fee.

Equipment Purchases

If you operate a Training Center, you must pay us for producing, or procuring all recommended equipment which we estimate will cost between $130,000 and $230,000, depending on the athlete through-put model you select. This amount includes the first two-year subscription expenses associated with the 3PQ foreceplate

software. After the initial two years you will be responsible for paying the 3PQ software subscription costs. The Equipment costs do not include the $38,000 fee for on-boarding support subscriptions, and services (known as our Business Acceleration Program or 'BAP'), the $5,000 payment for Marketing and Promotional Materials, the $15,000 allocation towards Interior Branding; $10,000 towards Membership Advertising, and the $2,500 allocation towards Grand Opening Marketing that are described below. The purchase of the equipment requires a payment equal to 50% of the costs due at the time you order the equipment with the remaining 50%, plus estimated freight, transit insurance and installation charges, due two weeks prior to shipping the equipment to you. The amount of equipment you will buy will depend, in part, in the Training Programs you intend to offer, the size of the Training Center and the desired athlete training capacity. The cost of equipment may increase depending upon the strength and sports-specific equipment you select for your Training Center.

You will be required to pay us between $4,000 and $20,000 for the installation of your training equipment and treadmill system(s), and between $5,000 and $15,000 for transit insurance, packaging and freight charges incurred in the shipping of the recommended equipment. If the ship date changes less than one week prior to the pre-scheduled ship date or if the Training Center is not ready to receive and install equipment, meaning that all tasks on Training Center Readiness Report have not been completed prior to the delivery of the Fitness Equipment, then you will agree to pay us a surcharge of $5,000, included in the high-end estimated range for the equipment installation, to cover the additional costs we will incur to install your Fitness Equipment. The estimated fees are payable two weeks prior to shipping the equipment and the balance reconciled, based on actual expenses incurred, within 60 days of the equipment's delivery. See Items 7, 8 and 11 for more information on the payments referenced in this paragraph.

You must pay to us a non-refundable "On-Boarding Fee" of $38,000 when you sign the Franchise Agreement. This pre-paid fee covers access to the pre-opening Business Acceleration Program ("BAP"), which currently includes the following: Project management support including weekly calls with us during the pre-opening process and the first two months after you open for business (up to 30 calls); then bi-weekly calls (as needed) with us for the third, fourth, fifth, and six months after you open for business; subscription to the Basecamp Project Management software during the pre-opening period; access to our monthly webinars and office hours during the pre-opening period; use of the Athletic Republic LockerRoom (our System intranet) during the pre-opening process; site selection assistance from our selected real estate firm; 2D training center test fits with equipment and turf lay-outs for up to three proposed sites for your Franchised Business location (if you propose more than three sites, you must pay us $500 per additional test fit) locations; Low Voltage 2D floor plan; access to AR Academy for owner, manager and trainer education; equipment selection support and access to distributor pricing for approved suppliers prior to opening; up to four AR email addresses prior to opening; Training Center's Website development, construction, subscription and Search Engine Optimization ("SEO") during the pre-opening process; use of the CRM system through the pre-opening process; Lead Management support through the pre-opening process and during the 30-day period after you open; set-up and subscription for the Baseline scheduling / POS software and the KPI Dashboard software during the pre-opening process; set-up and subscription for the Athlete Assessment software during the pre-opening process; recommended position descriptions, Responsibility Matrix during the pre-opening staff hiring process; AR Lead Instructor to be on site (at AR's expense) for 4 days during the first week of the training center's soft-opening; AR Sales Manager to be on site (at AR's expense) for 3 days during the second week of the training center's soft-opening; and AR sales team for lead management during the 8-week presale process prior to the Grand Opening and 4 weeks after Grand Opening.-

The costs associated with the Training Center's Website, emails, LockerRoom access, certain software subscriptions and digital ad placement become part of the BOS (Business Operating System) Fees after the Training Center has opened.

Sports Flooring Purchases

You will be required to pay us between $10,000 and $50,000 that will be applied towards the purchase of vulcanized rubber flooring for the equipment area, and (knitted or non-in-fill) synthetic turf for the functional space.

Marketing and Promotional Materials

Included in your equipment order is a payment of $5,000 to us that will be applied towards the purchase of a Special Event Tent & Kit, Collateral Materials, Promotional Items, Staff Apparel and Premiums.

Interior Branding

Included in your equipment order is a $15,000 payment to us that will be applied towards the creation and installation of your interior branding elements. Our design team will create an interior brand plan for your training center, and we will apply the Interior Branding credit of $15,000 towards the installation and purchase of interior branding elements, graphics, and retail display. At your option you may elect to spend additional funds on interior branding materials.

Membership Advertising

Included in your equipment order, as part of the new training center's membership marketing and pre-sale process, you will make a payment of $10,000 to us to be used for online advertising to generate new customer leads.

Grand Opening Marketing

Included in your equipment order is a payment of $2,500 to us that will be applied towards your Grand Opening Marketing, Social Media, and Public Relations activities that we will direct with your input.

Area Development Fees

If you sign an Area Development Agreement, you must pay us in full a nonrefundable development fee (the "Development Fee") equal to the Initial Franchise Fee multiplied by the number of Training Centers you agree to develop under the Area Development Agreement. If you sign an Area Development Agreement you must develop a minimum of 2 Training Centers. We offer a discount on the Initial Franchise Fee when you purchase more than one Training Center under an Area Development Agreement. Two (2) Training Center franchises may be purchased for a Development Fee of $100,000, three (3) Training Center franchises for $135,000, or four (4) Training Center Franchises may be purchased for a Development Fee of $165,000. Each additional Training Center franchise, after you have purchased four may be added to an Area Development Agreement for an additional $30,000 each. On-Boarding Fees apply to each new Training Center you open.

All the payments and fees referenced in this Item 5 are fully earned upon payment and are nonrefundable.

ITEM 6.
OTHER FEES

Type of Fee (Note 1)	**Amount**	**Due Date**	**Remarks**
Royalty	If you operate a Training Center you must pay a Royalty equal to 7% of total Gross Sales, with a minimum of $350 every week. (Note 2)	Minimum Royalties are paid every Tuesday by Electronic Funds Transfer ("EFT").	There is a minimum weekly Royalty payment you must make. You must start paying Royalties beginning on the earlier of the day on which you

Type of Fee (Note 1)	Amount	Due Date	Remarks
	If you operate a Satellite Training Center you must pay a fixed Royalty of $200 every week the Training Center is open. (Note 4)	(Note 3). The 7% Royalty payment based on total monthly Gross Sales, less the minimum Royalties paid, is due to us for the prior month, within 30 days of the month end.	open the training center or the 365th day after the execution of the Franchise Agreement. Your Training Center's Monthly Financial Revenue and Expense Data is submitted to us within 15 days of the month's end to determine the Monthly Royalty Amount, and the Royalty Balance due for the preceding month.
Marketing Fee	Each Training Center must pay a fixed Marketing Fee of $100 every week. There is no Marketing Fee due for Satellite Training Centers	Marketing Fees are paid every Tuesday by EFT. (Note 3)	We have established a Marketing Fund for the promotion and development of the Athletic Republic brand, System, Approved Services and Training Centers. You must start paying Marketing Fees beginning on the earlier of the day on which your training center opens or the 365th day after the execution of the Franchise Agreement. We may increase the Marketing Fee annually upon 30 days' written notice to you, but we may not increase the Marketing Fee more than one time every three years, and we may not increase the Marketing Fee to exceed $10,000 in any year.
Local Marketing	You must spend a minimum of $1,000 per month on local marketing, which may include but is not limited to online advertising, local outreach, organic lead development and sponsorships until you reach 150 active members. After reaching 150 members, you are required to invest in local marketing an amount equal to or greater than the amount you must pay in Marketing Fees such year.	Monthly.	All advertising materials must be approved by us prior to use/publication. We may require that you provide us an account of the amounts you spend on local marketing.
Renewal Fee	You must pay us a renewal fee equal to the amount of our actual expenses incurred in granting you the renewal and completing the renewal process.	At the date of execution of the renewal documents.	The renewal fee equals no more than 20% of the Initial Franchise Fee paid under the Franchise Agreement being renewed.
Assignment/ Transfer Fee	You must pay us $10,000 to Transfer your Franchise rights. The new buyer is responsible for paying the On-Boarding Fee. (Note 6)	At the time the application for transfer is submitted.	This fee is nonrefundable even if, for any reason, the proposed transfer does not occur.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Audit Fee	There will be no charge for this activity unless the audit discloses an understatement (Note 7)	Immediately as incurred.	We have the right to audit upon notice your books, revenue reports, training schedules, athlete accounts, staff schedules and payroll, and other business records during normal business hours.
Relocation	You must pay the Royalty amounts during the time that the Franchised Location is closed due to its relocation. Also, we may charge you for any costs that we incur due to your relocation, including legal fees, floor plans, interior branding plans, and low voltage plans.	Every Tuesday by EFT. (Note 5)	You may not relocate the Franchised Location without our prior written consent.
BOS (Business Operating Systems) Fee	You must pay a BOS Fee of $600 every month. (Note 8)	On the 5th of Every Month by EFT (Note 3)	The Business Operating Systems (the "BOS") Fee provides the necessary software hosting and support for the following services: Access to: a) the Athletic Republic Academy online education resource and use of the Athletic Republic LockerRoom , a network intranet; b) Athletic Republic Technology ("ART") suite of services for On-line Scheduling software with integrated Point-of-Sale (POS) processing; athlete assessment; AR Vision video capture software, athlete management and communication capabilities; c) The Sales and Marketing Suite of services includes the Training Center's website with a system-wide template, initial content, SEO, social media integration, business listing on online services and two hours per month of support services to help you manage your website after the initial configuration (additional website support services are available through 3rd party providers for additional fees); the KPI (Key Performance Indicator) dashboard, a content management system (CMS), and up to (4) four email addresses for the Training center staff; and d) The initial set-up and configuration of BOS and the training on how to program and manage the service. Most operators require 4-5

Type of Fee (Note 1)	Amount	Due Date	Remarks
			hours of training to set-up and learn to use the software. Additional services are available for additional fees: Payroll Processing system; and Quickbooks Online. You are required to use all of the above-mentioned services in the daily operation of your business. You may choose to upgrade services for an additional cost. We reserve the right to introduce other technology and related services that you may be required to acquire and utilize in the standard operation of the business. We may increase the BOS Fee upon 60 days' written notice to you, based on the cost and services provided. (Note 7)
Product or Supplier Approval Costs	Cost of inspection and evaluation of any previously unapproved suppliers or products.	After the approval process is completed.	Actual costs to approve a product or supplier will change depending on the circumstances of the product or supplier being approved. See Item 8.
Level 3 Training Registration Fee	Our then-current registration fee associated with Level 3 Training Currently, $200	Upon registering for Level 3 Training.	You must have the General Manager or Assistant Manager, and/or Membership / Marketing Manager, as well as the Director of Sports Performance Training or Head Trainer successfully complete our Level 1 and Level 2 Education and Certification courses before the date you open your Franchised Business. They must complete the appropriate Level 3 certification course (for Head Trainers and/or Managers) on the next available date it is offered following their hire. Your Training Center must continuously have at least 1 trainer on staff who has earned a Level 3 certification. We charge a registration fee for participating in the (virtual) Level 3 education and certification courses, which is currently $200 for the initial registration. Once Level 3 certified, any individual may attend or audit

Type of Fee (Note 1)	Amount	Due Date	Remarks
			any future Level 3 courses at no cost. The period of the Level 3 training program will be up to 5 days and will be scheduled by us at our discretion and may be delivered virtually. Training Center team members must re-certify each of their Level 1, 2 and 3 certifications every 5 years.
Special Assistance	$500 per day per person plus expenses.	Immediately upon receipt of bill.	We provide franchisee requested assistance for unusual or unique operating problems.
GM Training	There is no fee associated with online GM Training.		You, as the Business Owner and/or your General / Assistant Manager must completethe GM online Training prior to opening the Training Center.
Additional Training	Costs we incur in providing additional training.	As incurred.	
Our Right to Purchase your equipment and inventory upon termination	You will be responsible for all travel expenses, equipment packaging, removal and freight charges (including the specialized tools required for disassembly) equipment purchased or recovered from your Franchised Business. These expenses typically run from $6,000 to $20,000.	As incurred.	Upon the expiration or termination of the Franchise Agreement we have the right to purchase, or designate a third party to purchase, all or any portion of the equipment purchased by you in the Equipment Purchase Agreement and any other equipment and any accessories that you subsequently purchased from us or that are required by us.
Interest Charges	18% or highest lawful rate if lower.	Immediately if payments 30 or more days past due.	This charge is in addition to other remedies such as late payment fees.

Notes:

(1) All fees are uniformly imposed by us and are payable to us unless otherwise noted. All fees are non-refundable. Franchisees executing franchise agreements in other years may pay different fees or different amounts.

(2) Minimum Royalty payments are paid every week. At the end of each month, the "Royalty Balance" will be determined by multiplying the Training Center's total Gross Sales for the month period by 7% to determine the "Monthly Royalty Amount", then the total Minimum Royalties paid during the month are deducted from the Monthly Royalty Amount to determine the remaining Royalties due to us on or before the 15th day of the following month after the prior month ends. Royalty payments for Satellite Training Centers are a fixed amount. We retain the right to modify the Royalty reporting process and payment schedule against your Gross Sales, at any point in time.

"Gross Sales" includes the total revenues and receipts collected by you from the sale of any of the Products or any services and merchandise related to the Products or in any way utilizing any part of our proprietary Manuals or protocols or adaptations of any part of our proprietary Manuals or protocols, or use of the Athletic Republic®

Brand regardless of whether sold in your Training Center or at any other place, and whether under any of the Trademarks, Patent Rights or otherwise, including any license, rental and use fees related to the Products. Gross Sales excludes sales taxes. Currently, Gross Sales only includes revenues from training activities or sports practices that utilize any of the Products or in any way utilizing any part of our proprietary Manuals, or any services and merchandise related to the Products or in any way utilizing any part of our proprietary Manuals, protocols or adaptations of any part of our proprietary Manuals or protocols or use of the Athletic Republic® Brand, the services that fall within the definition of Gross Sales may change as our System evolves.

"Product" means any use of products, Training Program and any services that are offered by you, including all personal training, team training, and small group training, inside or anywhere outside of the Training Center, using any piece of equipment, information, training, products, protocols, the adaptation of protocols (by us or by you), services or know-how that we provide to you pursuant to this Agreement, as we may modify and change them from time to time, regardless of whether such products, training, or services are offered by you for any portion of any training, athlete assessment and testing, or rehabilitation program under the Athletic Republic® Brand or any of the Trademarks or otherwise, and includes, without limitation, any products, training or services provided by you using any part of the Manuals, protocols, adaptation of protocols (by us or by you), branded apparel, nutritional supplements purchased through our national affiliation or any piece of equipment that we provide to you or require you to have at the Training Center.

(3) You must sign an electronic transfer of funds authorization to authorize and direct your bank or financial institution to transfer electronically to our account and to charge to your account all amounts due to us. Every Tuesday we will send a request to your bank or financial institution to pay us the Minimum Royalties and Marketing Fees owed for the prior week. You shall not revoke the electronic transfer of funds authorization without giving us prior written notice and without first setting up a different electronic transfer of funds authorization under the same terms and conditions of the one being revoked.

(4) A Satellite Training Center is a temporary or seasonal business which is open less than 36 weeks out of any 52-week period. Royalty Fees are due every week the Satellite Training Center is open.

(5) If you relocate the Franchised Location to a new location without our prior written consent or without fully complying with the requirements set forth in Section 7 of the Franchise Agreement, such relocation will be void, your interest in the Franchise Agreement will be voluntarily abandoned, and the Franchise Agreement will automatically terminate. Circumstances under which we may approve relocation include those cases in which the market conditions and the dynamics surrounding the original Franchised Location have changed significantly. You do not have the right to relocate if you lose the right to occupy the Franchised Location premises because of the cancellation of your lease due to your breach.

(6) If you choose to transfer your training center to another approved party, you will pay us a $10,000 Transfer Fee and the transferee will pay us the On-Boarding Fee of $38,000 at the time the new owner signs the Franchise Agreement.

(7) If the audit shows an understatement of Gross Sales or Royalties or a variance of 5% or more from data reported to us in respect to any other item that is material to the computation of fees or to the analysis of the operation you must pay for the cost of the audit or evaluation, any other related costs that we may incur (including auditors' and attorneys' fees). You also pay for any audit or evaluation that is performed within 3 years from the date of the evaluation that shows the understatement, as well as any other costs that we may incur (including auditors' and attorneys' fees). You must submit to us monthly and annual Financial Reports, directly or through a financial reporting tool we select, that document Training Center Revenue, including total monthly and annual Gross Sales, and Expenses, along with a calculation of the Monthly Royalty Amount and remaining Royalty Balance by the 15th of the month following the end of the prior month. The payment of the remaining Royalty Balance is due to us with the calculation of the Royalty Amount. All financial information provided to us must be presented in the form required from time to time by us in writing.

(8) The Business Operating Systems ("BOS") is a collection of third party software used to operate the Training Center and includes the set-up, configuration and subscription to: a) the Athletic Republic Technology ("ART") suite of services, which includes; On-line Scheduling, Point-of-Sale and Reporting software, and Athlete Assessment capabilities, including video analysis software; and access to the Athletic Training Protocols; and b) the Sales and Marketing suite of services, which includes: Website Development, Hosting, Management and SEO; Customer Relationship Management (CRM) software, the KPI (Key Performance Indicator) dashboard; and four (4) email accounts. Additional email accounts may be purchased for $5 per month. Access to the LockerRoom, our Intranet service, and the Athletic Republic Academy, our online learning system, are included in the BOS fees. The monthly fees may increase (or decrease) as costs and services change over time. You agree to accept the change in monthly pricing as long as we provide 60 days' notice of any change in cost or service level. Any costs or revenue associated with the Athletic Republic APP have not been determined nor factored into the BOS program but may be included at a later date. On the 5th of each month, we will send a request to your bank or financial institution to pay us the BOS Fee owed for that month.

The domain name of your website will be www.city.athleticrepublic.com ("city" refers to a city within your Protected Territory). We will assign your social media identifiers which will reflect a similar format and be consistent with our Brand Standards. Any deviation from the described website name or social media identifiers must be approved in advance in writing by us. You may not own a domain name or social media identifiers that include any part of any of our Trademarks.

ITEM 7.
ESTIMATED INITIAL INVESTMENT

A. YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount[1]	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee[2]	$55,000 - $60,000	Lump Sum	On signing Franchise Agreement	Athletic Republic
Rent – Real Estate	(Note 3)	Lump Sump	Typically, upon Signing Lease	Landlord
Proprietary and Recommended Equipment[4]	$130,000 - $230,000	As Incurred	50% at the time the equipment is ordered, and the remaining 50% two weeks prior to shipment	Athletic Republic
BAP / On-Boarding Fee and Start-up Kit[5]	$38,000	Lump Sum	Upon Signing the Franchise Agreement	Athletic Republic
Marketing and Promotional Materials[6]	$5,000	Lump Sum	Upon Placing the Equipment Order	Athletic Republic and Vendors
Interior Branding[7]	$12,000	Lump Sum	Upon Placing the Equipment Order	Athletic Republic and Vendors

Type of Expenditure	Amount[1]	Method of Payment	When Due	To Whom Payment is to be Made
Grand Opening Marketing and Advertising[8]	$15,500	Lump Sum	Upon Placing the Equipment Order	Athletic Republic and Vendors
Equipment Packaging, Freight, and Transit Insurance[9]	$5,000 - $15,000	Lump Sum	Estimate paid two weeks prior to Equipment shipping	Athletic Republic
Equipment Installation Charge[10]	$4,000 - $20,000	Lump Sum	Estimate paid two weeks prior to Equipment shipping	Athletic Republic
Sports Flooring[11]	$10,000 - $50,000	As Incurred	As Invoiced	Athletic Republic and Vendors
Leasehold Improvements[12]	$0 - $100,000	As Incurred	As Invoiced	Various Contractors
Exterior Signage[13]	$5,000 - $15,000	As Incurred	As Invoiced	Vendor
Low Voltage Systems[14]	$5,000 - $20,000	As Incurred	As Invoiced	Vendor
Furnishings, Fixtures and Computers[15]	$3,000 - $10,000	As Incurred	As Invoiced	Various Vendors
Utilities - 3 Months	$500 - $2,000	As Incurred	As Invoiced	Utility Companies
Insurance Premiums[16]	$2,500 - $6,000	As Incurred	As Invoiced	Insurance Agency
Wages[17]	$3,000 - $25,000	As Incurred	As Incurred	Employees
Training[18]	$0 - $5,000	As Incurred	As Invoiced	Various Vendors
Additional Funds (3 months)[19]	$5,000 - $50,000	As Incurred	As Incurred	Various Vendors & Employees
Total Initial Investment (excluding real estate)[20]	**$298,900 - $678,500**			

Notes:

(1) We do not offer direct financing to franchisees for any items. All amounts that you pay to us or our affiliates are nonrefundable. Third party suppliers will decide if payments to them are refundable. None of the amounts above include state or local sales taxes, which you may need to pay. You shall be required to pay all

taxes, including personal property taxes, based on or in any way deriving from the Franchise Agreement or the purchase of any equipment from us.

(2) The Initial Franchise fee of $55,000 is for the rights to one franchise. If you decide to purchase the rights to additional Athletic Republic franchises, the price per additional franchise will be reduced, as detailed in Item 5, Area Development Fees. The High-End disclosed includes the $5,000 Satellite Training Fee to include the right to operate a single Satellite Training Center.

(3) The selection of a location for an Athletic Republic Training Center typically includes flex/light-industrial/warehouse space, strip retail, big box and power centers, multi-use commercial, municipal sports centers, sport training complexes, ice rinks, sports medicine centers, health clubs and physical therapy clinics. Training Centers which operate in light-industrial/flex spaces generally pay less per square foot than those in hospitals, strip malls or sports training complexes. Franchisees should attempt to locate themselves in locations where there are multiple middle schools, junior high schools and senior high schools within a 10-mile / 25-minute radius of the Training Center.

Athletic Republic has an affiliation with a national real estate broker who you may choose to utilize for Training Center site identification, selection and the negotiation of a letter of Intent (LOI). You are responsible for hiring and compensating a real estate lawyer to review the lease. Any pre-payment of rent or security deposit is your responsibility.

An average franchised Athletic Republic sports performance training center located in either a flex / light industrial location or remerchandised strip retail center contains between 3,000 sq. ft. - 5,000 sq. ft. of space. The proto-typical 4,500 sq. ft. Athletic Republic Training Center includes functional training space to accommodate the specialized equipment, to comfortably train 30 athletes at one time, reception/waiting area, offices, bathrooms, changing areas, showers, room for athlete recovery and the option to sub-lease space to a physical therapist or sports nutritionist or another complimentary third-party service provider. The functional training area must have ceiling heights of at least 12’ and have access to either: a) a 220-240 volt/3 phase/20-amp power supply to accommodate each of the AR super treadmills; or b) a 220-240 volt/1 phase/30-amp power supply to accommodate each of the AR-Woodway super treadmills.

If you do not own adequate space for your franchise, you must lease or purchase the land and building for the franchise. The rental and purchase price of real estate varies greatly depending on the market and the size of the leased or purchased area and we cannot provide you with accurate estimates on the costs of renting or purchasing the space for the Franchised Business. Therefore, this Item 7 does not include the costs of renting or purchasing such space or any security deposits that a landlord may require. Your initial investment could be considerably larger than the total initial investment stated herein depending on the price of real estate in your area.

Some metropolitan markets with above average real estate costs (i.e., Chicago, Miami, New York City, Long Island, Los Angeles, Orange County, San Francisco Bay Area, Seattle) may have higher initial investment costs than what is provided here.

(4) We will provide or precure the Proprietary and Recommended Equipment to support Athletic Republic’s Acceleration, Ignition, Adult Fitness, Endurance, Return 2 Play, Enhanced, Personal, Active, Tactical, Team and certain other training programs we currently offer and an athlete training through-put of 20 to 40 athletes at one time. Offering Hockey Training with the AR Hockey Treadmill or purchasing other optional equipment would require an additional investment.

There is no refund on any amount paid for the required equipment from us whether as the result of a cancellation of an order or any other reason. The AR Super Treadmill, the AR-Woodway Super Treadmill, and the Generation III Hockey Treadmill include a shut-off device that is activated annually, or we may activate it if you default on any payments owed to us. We will provide you the code to reactivate the

equipment once you are current on all payments owed to us and are otherwise in full compliance with your obligations under the Franchise Agreement.

Given the supply chain challenges and the variability of the price for steel and international tariffs AR has the right to modify the equipment pricing and equipment selection at any point prior to you placing the equipment order, and the ability to modify pricing and product mix is compliant with the terms and conditions detailed in the Equipment Purchase Agreement.

(5) The Business Acceleration Program ("BAP") or on-boarding package includes: our support from Franchise Agreement signing through the start-up cycle and until your Training Center has reached the 6 month mark post-opening; and shall include: Project Management support including weekly calls with us during the pre-opening process and the first two months after you open for business (up to 30 calls); then bi-weekly calls (as needed) with us for the third, fourth, fifth, and six months after you open for business; subscription to the Basecamp Project Management software during the pre-opening period; access to our monthly webinars and open office hours during the pre-opening period; and use of the Athletic Republic LockerRoom (our System intranet) during the pre-opening process; site selection assistance from our selected real estate firm; 2D training center test fits with equipment and turf lay-outs for up to three proposed sites for your Franchised Business location (if you propose more than three sites, you must pay us $500 per additional test fit) locations; Low Voltage 2D floor plan; access to AR Academy for owner, manager and trainer education prior to opening; equipment selection support and access to distributor pricing for approved suppliers prior to opening; up to four AR email addresses prior to opening; Training Center's Website development, construction, subscription and SEO during the pre-opening process; use of the CRM system through the pre-opening process; Lead Management support through the 8-week pre-opening process and during the 4-week period after you open; set-up and subscription for the Baseline scheduling / POS software and the KPI Dashboard software during the pre-opening process; set-up and subscription for the Athlete Assessment software during the pre-opening process; recommended position descriptions, Responsibility Matrix during the pre-opening staff hiring process; AR Lead Instructor to be on site (at AR's expense) for 4 days during the first week of the training center's soft-opening, AR Sales Manager to be on site (at AR's expense) for 3 days during the second week of the training center's soft-opening.

The costs associated with the Training Center's Website, emails, LockerRoom access, certain software subscriptions and digital ad placement become part of the BOS (Business Operating System) Fees after the Training Center has opened.

During the pre-sale process prior to Grand Opening and for 30 days after the Grand Opening, the AR sales team will provide sales support services to groom and manage customer leads, book training trials and selling membership, as they work with the Training Center Manager and staff to become proficient in marketing and selling AR Products. After 4-weeks of Post Grand Opening Lead Management / sales support you will have the option to continue with the third-party support service at your own expense.

(6) Your $5,000 pre-paid Marketing and Promotional Materials include: Collateral Materials, (i.e., Free Trial Cards, Business Cards, Brochures); Promotional Materials, (i.e., Pens, Pads, and Folders); Premiums, (i.e., Water Bottles and T-shirts); Staff Apparel; and a Special Event Kit that includes a 10'x10' branded tent, table skirt, and flag.

(7) Our design team will create an interior brand plan for your training center that allocates $12,000 towards the purchase and installation of interior branding elements, graphics, and displays, including: a brushed aluminum Athletic Republic sign to be placed behind your front desk; two Athletic Republic entry rugs; a 6' x 6' retail display with merchandising accessories; an Athletic Republic Clock; and other wall graphics you select for production from our national print vendor. You may choose to spend additional funds on interior branding, beyond the $15,000 pre-paid interior branding investment.

(8) With your input, we will construct, execute, develop creative, purchase media, and manage the initial membership sales effort for your Training Center's Grand Opening, with the $10,000 you have pre-paid for Grand Opening Marketing. Beginning 6 to 8 weeks before Grand Opening and extending up to 4 weeks post opening and depending on the market and time of year, the Grand Opening marketing plan may include Google, Facebook and Instagram lead-generation advertising; Pay-per-Click display advertising; You may choose to spend additional funds beyond the $10,000 pre-paid Grand Opening Marketing investment.

You are also responsible for committing $2,500 towards local Grand Opening outreach, Public Relations; VIP and Grand Opening events; and other more traditional media purchases.

(9) All Training Center equipment will be packaged for transport per our specifications and shipped either from our production facility in Salt Lake City, Utah, directly from an AR preferred supplier, or from one of our equipment storage facilities located across the U.S. to your Training Center. You will pre-pay the estimated packaging, shipping, and transit insurance charges two weeks prior to shipment. When we have received final billing, we will invoice / reconcile with you the final packaging, transit and insurance charges, usually within 60 days after equipment delivery. Supply chain challenges and the cost of fuel may have a direct impact on increasing the cost of transportation.

(10) Our technicians will be on-site at your Training Center to off-load, unpack, position, and install the Equipment in your Training Center. The installation process typically takes 3-5 days and both the amount of time and associated cost to complete will depend on the amount of equipment provided, the accessibility of the space, the access to an overhead/garage door, and having to navigate curbs, stairs, single doors, elevators, and low height doors, access to the appropriate power service, internet, heating/cooling and water, and completion status of the Training Center. You will pre-pay the estimated installation charges (labor, transportation, hotel and other direct expenses) two weeks prior to shipping the Fitness Equipment. When we have received final billing, we will invoice / reconcile with you the final installation charges, usually within 60 days after Equipment delivery.

You must complete and return our 'Training Center Readiness Report' no less than 3 weeks prior to the equipment ship date, to verify the Training Center is ready to receive and install the Fitness Equipment. Should the Training Center not be ready to receive and install the Fitness Equipment, the ship date may be changed up to two weeks prior to the pre-published ship date without any additional charge. If the ship date changes less than one week prior to the pre-scheduled ship date or if the Training Center is not ready to receive and install equipment, meaning that all tasks on Training Center Readiness Report have not been completed prior to the delivery of the Fitness Equipment, then you will agree to pay us a surcharge of $5,000 to cover the additional costs we will incur to install your Fitness Equipment.

(11) You may purchase vulcanized rubber flooring for the equipment area, and (knitted or non-in-fill) turf for the functional space, through us from one of our national sports flooring vendors. The installed costs for these surfaces range from $8 to $18 per sq. ft. Incorporating hardwood (basketball/volleyball) sports flooring and other surfaces into the floor plan may increase the cost of your Training Center's flooring. You may purchase carpet or carpet tile locally, polished concrete, tile, or other synthetic surfaces for installation, at your expense, for the entry / reception, bathrooms, storage, office, breakroom, and other non-training areas.

(12) Remodeling, improving, or building out the Training Center is an expense that may be all or partially covered in your real estate lease under a term similar to tenant improvement allowance and defined in the 'Landlord Work Letter' that would be incorporated into the real estate lease. The estimates provided are for a Training Center space of 4,500 square feet located in a light-industrial or remerchandised strip center and are in addition to the landlord's contribution to tenant improvements or off-sets with Free-Rent.

(13) The size and lighting of the exterior building sign and any pilon or directional sign(s) will depend upon the exterior configuration of your space, local zoning codes, and the building complex regulations. Make sure to understand these requirements and permitting process before signing a lease.

(14) The Low Voltage Systems may include: Internet Service and Wi-Fi hotspots positioned through the Training Center; TVs, other than for the Treadmill Feedback package; Phone System; Security Cameras and Recording Devise; and Sound System with Music Delivery System that also clears music rights.

(15) The estimate includes the front desk, reception area / waiting room furniture, office furniture, front desk and office computers and printer.

(16) You must procure and maintain throughout the term of the Franchise Agreement insurance in such amounts as set forth in the Franchise Agreement (see Item 8). The estimate is for approximately 50% of an annual premium. The cost of insurance will vary based on policy limits, type of policies procured, any lease requirements, nature and value of physical assets, number of employees, square footage, contents of the business, state worker's compensation requirements, the Training Center's location, and other factors bearing on risk exposure.

(17) The wages stated for employees are estimated wages for any staff hired prior to opening and do not include taxes or benefits.

(18) The Training Center's General Manager and Sports Performance Training Director (or 'Head Trainer') must attend and successfully complete Athletic Republic Academy Level 1 and Level 2 training programs before the franchise opening. The Sports Performance Training Director must attend and complete the Level 3 certification as soon as the course is offered after they have been hired. The Owner and/or General/Assistant Manager must complete GM Training prior to opening the Training Center. Anyone training athletes in your Franchised Business must successfully complete the Athletic Republic Academy Level 1 training program before providing any Athletic Republic® training services. See Item 11 for more information about training. Other employees may participate in the training programs. The costs for our Level 1 or Level 2 online training are included in your Initial Franchise Fee and BOS Services, but you must cover the registration fees for attending the Level 3 training for the first time. .

(19) This estimate is based on the operating expenses for the first three months of operations, including labor costs, marketing and advertising not covered by the Business Acceleration Program package, and other variable costs. The low range in the estimate assumes you are converting an existing sports or gym facility to a Training Center, or adding a Training Center to an existing, operational facility. Rent is not included in the calculation, as we expect you will receive free rent for the first several months of operation. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. We recommend that you have additional funds available to pay any security deposits and other activities to fund your business. We also recommend you establish a line of credit, or secure a business credit card for post open operating expenses, until the business consistently reaches monthly cash-flow break-even.

B. ESTIMATED INITIAL INVESTMENT FOR AREA DEVELOPMENT AGREEMENT.

YOUR ESTIMATED INITIAL INVESTMENT UNDER THE AREA DEVELOPMENT AGREEMENT (2-PACK)

Type of Expenditure (1)	Amount[1]	Method of Payment	When Due	To Whom Payment is to be Made
Area Development Fee (2)	$100,000	Lump Sum	Upon executing Area Development Agreement	Franchisor

Initial Investment for the First Training Center (3)	$243,900 to $618,500	See Chart in Item 7(A) above – does not include Franchise Fee
Total	**$343,900 to $718,500**	

Notes.

1) All fees and payments are non-refundable, unless otherwise stated or permitted by the payee.

2) If you sign an Area Development Agreement, on the date you sign it you will pay us the full Initial Franchise Fees for all Training Centers you agree to develop (the "Development Fee") and you must develop a minimum of 2 training centers. We offer a discount on the Initial Franchise Fee when you purchase more than one Training Center under an Area Development Agreement. Two (2) Training Center franchises may be purchased for $100,000, three (3) Training Center franchises for $140,000, and four (4) Training Center Franchises may be purchased for $175,000. Each additional Training Center franchise, after you have purchased four may be added to an Area Development Agreement for $30,000 each.

3) This figure represents the total estimated initial investment required to open the first Training Center under your first Franchise Agreement, which includes buildout costs, equipment, signage costs, training expenses, miscellaneous opening costs, opening inventory, and additional operational funds for a single Training Center (see the Single Unit in Item 7A chart above for additional details). This does not include the Initial Franchise Fee, which is replaced with the Development Fee set forth above

ITEM 8.
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Franchised Business in strict conformity with the methods, standards and specifications of our System. Our methods, standards, and specifications will be communicated to you in writing through our confidential Manuals and other proprietary guidelines and writings that we prepare for your use in connection with the Franchised Business and System. We may periodically change our System standards and specifications from time to time, as we deem appropriate or necessary in our sole discretion, and you will be solely responsible for costs associated with complying with any modifications to the System.

We have the right to require you to purchase any items or services necessary to operate your Franchised Business from us or a supplier that we approve, designate an "Approved Supplier," or have a service or distribution agreement with. We will provide you with a list of our Approved Suppliers in writing as part of the Manuals or otherwise in writing, and we may update or modify this list at any time as we deem appropriate.

You must acquire the equipment for the Franchised Business from us. The proprietary equipment you must acquire from us will depend on which elements of the Training Programs you will offer, the athlete training capacity, and if your Training Center is free-standing or in a co-located location. The equipment may include the AR-Woodway Super Treadmill, the AR Super Treadmill, Running Treadmill Platform, AR Vision, Rolling Back Pedal Mirror, Backpedal Harnesses and 3 Loop EZ Spot, SprintCords, with Storage Rack, Hockey Treadmill, Hockey Harnesses, SprintCords with Storage Rack, Overhead Rail and Support Standards for the Hockey Treadmill, Plyo Press Machines, 3PQ forceplate with computer, software and stand, Pro Multi Hip Machines, Pro Implosion Machine, Wood Plyo Floor, Plyo Boxes, Plyo Foams, Balance Discs and

Ramps, Wall Spines, Hitting / Plyo Belts, Slide Boards, Resistance Cords, Start Cords, Plyo Cords with Storage Rack, Kicking Cords, Throwing Cords, Warm-up Cords, Hamstring Cords, PowerCords, Hip Cords, Wall-Mounted Spines, Weight Lifting Rig with Half-Racks, Athletic Republic Technology (athlete management) System Software, Athletic Republic® branded dumbbells and strength equipment, and accessories. We are the sole designated supplier for the proprietary equipment. You may not acquire these or similar items from any other source. Concurrent with the signing of the Franchise Agreement, you must execute an Equipment Purchase Agreement covering, at least, the minimum equipment necessary for the operation of the Franchised Business, although it may cover additional equipment if you decide to acquire more than the minimum equipment recommended. The equipment order must be placed within 250 days of signing the Franchise Agreement. Except for the initial purchases for the operation of the Franchised Business, we do not expect that you will make any required equipment purchases before the opening of your Franchised Business. In the event that you decide to purchase additional equipment to support other service lines, the amount would be at your complete discretion.

Also, we may require you to acquire from us, or from a source designated by us, products or services that involve trade secrets, or other proprietary information specially prepared by us or at our direction, or that we consider integral to our franchise system. The Training Programs, and protocols may only be used with approved equipment obtained from us or preapproved suppliers. Other than us, there are no approved suppliers in which any of our officers own an interest.

For products that you are not required to purchase from us or from an approved third-party provider designated by us, you will conform to all quality and customer service standards we prescribe. We may modify our standards at any time. Our standards and any modifications are prescribed in writing. You will acquire only such types, models or brands of equipment, inventory and supplies that we approve of for franchisees, as meeting our standards of quality, design, timeliness, warranties, appearance, function, and performance. We may require you to acquire certain furniture, equipment, weight training equipment, sensory training equipment, recovery equipment, inventory, supplies, services, sports flooring surfaces, interior branding elements, interior signs, exterior signs and other products used or offered at the Franchised Business from us or from suppliers who have been approved by us, in which case we will provide you with a list of approved suppliers.

You must notify us in writing if you want to acquire or use in the operation of your Franchised Business any item that is not then approved by us, or to acquire any item from a supplier that is not then designated by us as an approved supplier. You must submit any information we require to determine whether the product, material or supply, or the proposed supplier, meets our specifications and quality standards. We generally will notify you of supplier approval or disapproval within 15 days of our receipt of the information we request. You or the supplier must pay the reasonable cost of the inspection and evaluation and the actual cost of the test. We may revoke our previous approval at any time if an approved supplier no longer meets our approval criteria or if we designate an exclusive supplier. Along with other approval criteria, the supplier must have the ability to provide the product or service, on a national basis, to at least 50% of our franchisees. We do not maintain written approval criteria and, therefore, this criterion is not available to you or your proposed supplier.

If we have not designated an approved supplier for an item or supply, you may acquire such item or supply from the vendor of your choice. All inventories, products, materials and other items and supplies used in the operation of the Franchised Business that are not included in the approved supplies or approved suppliers' lists must conform to the specifications and standards we establish from time to time.

We and our affiliates reserve the right to receive payments or other consideration from suppliers for your purchase of goods, products and services as described in this Item 8, as well as for any future purchase of any goods, products or services. Most of these payments may be calculated on an amount based on products or services sold to you. We will retain and use such payments as we deem appropriate or as required by the

suppliers or manufacturers. We do not provide you with any type of accounting or report on these amounts or their uses.

Except as listed in this Item 8, we do not negotiate purchase arrangements with suppliers for the benefit of our franchisees and retain the absolute right to select different suppliers at our discretion. We and our affiliates reserve the right to derive revenue and other material consideration from any of the purchases (items or services) that our System franchisees are required to make in connection with the Franchised Business.

We are currently the manufacturer of the Generation V Super Sprinting Treadmill, Treadmill Platforms, as well as the PlyoPress, Pro Implosion, and Pro MultiHip machine, Balance Discs and Ramps, and Cord Storage Racks.

We currently have an exclusive distributorship agreement with Fargo, North Dakota based Standard Industries, Inc., the manufacturer of the Generation III Skating Treadmill. Standard Industries, Inc. cannot sell the Skating Treadmill to anyone other than us, and we only sell these products to our franchisees and licensees.

You must also buy from us the video analysis software subscription, and the elements that comprise the "AR Vision," and "3PQ System." The AR Vision system includes an iPad Pro, network connections and cables, and 52" flat screen monitor and mounting hardware for integration with the video capture and analysis software. The 3PQ System includes a force plate mounted to a PlyoPress, a tablet computer with mount, connection cables, software to run the 3PQ system and integrate with ART and stool. The Video Analysis software subscriptions are included in the BOS package. The first two years of the 3PQ software subscription is included in your equipment purchase price. After the initial two year subscription, you will be responsible for paying for the 3PQ software subscription.

We also have the following agreements in place as of the issuance date of this Disclosure Document:

We have a manufacturing agreement with LogiCourt for our Wood PlyoFloor products.

We have distribution agreements with HyperIce, NormaTec, TriggerPoint, Stick Mobility, and PowerPlate to provide Recovery products.

We have a distribution agreement with Dalton, Georgia based Controlled Products for their SportTurf, a non-infilled turf with an attached foam pad. You are required to use Controlled Products turf, if you install synthetic turf in the Training Center.

We have a distribution agreement with British Columbia, Canada based NorthWest Rubber LTD for their rubberized sports flooring.

We have an agreement with Power Systems, a Tennessee-based company, and TRX, a Florida-based company, to provide movement-based resistance training, cardio training, and strength training equipment.

We have a distribution agreement with Momentus, a Utah-based company to provide nutritional supplements.

We have a distribution agreement with UMAX, a California-based company, to provide Athletic Republic® dumbbells, bumper plates and weight plates.

We have a service agreement with Tullyfor athlete assessment software and reporting.

We have a service agreement with Gallagher Insurance to provide insurance services to Franchisees, you are required to request an insurance bid from Gallagher Insurance.

We have a service agreement with RankBrain to provide LockerRoom hosting, website development, support and hosting services to Franchisees. The monthly website service and SEO costs are included in the BOS Fee, the website maintenance, support and development are covered by the Marketing Fund.

We have a service agreement with High Level to provide subscription-based online CRM services and use of a Learning Management System (LMS) for the Athletic Republic Academy and certification system for Franchisees that are included in the BOS Fee.

We have a service agreement with Upper Hand to integrate and organize data through the Athletic Republic Technology ("ART") package including AR Vision software and Baseline software training center class scheduling, for point-of-sale processing, reporting and the KPI Dashboard, and to make the services available to Franchisees through subscription that is included in the BOS Fee.

We have a service agreement with Paycor to provide subscription-based payroll processing, New Hire Processing and Human Resources support to franchisees. You have the option, but are not required to select and pay for this service.

We have a service agreement with Quickbooks to provide subscription/cloud-based accounting software and an initial chart-of-accounts to franchisees. You have the option, but are not required to select and pay for this service.

We have a service agreement with Simpliverified for background checks. We will assist in setting up a portal for your center to process background checks. It is recommended that you work with us to complete background checks on all team members. The cost associated with completing the initial background checks (prior to the Training Center's opening) is included in the On-Boarding Fee.

We have a service agreement with Phoenix, Arizona based ORION Investment Real Estate
, to provide site selection support and business term negotiations. There is no cost for their services as they are paid a commission by the landlord upon lease signing.

We have a service agreement with Northeast Color to provide interior branding design, graphics and installation to Franchisees that is included in the Equipment Fees for Interior Branding.

We have a service agreement with Canva to manage our online Marketing Resource center and provide contracted Digital Advertising services to franchisees that is included in the Franchise Marketing Fund Fee.

We have an exclusive manufacturing agreement with Stroops, a Utah company to provide our proprietary equipment. These items include harnesses, patented Start Cords, patented SprintCords, patented PowerCords, patented Throwing Cords, patented Warm-up Cords, Hip Cordsand wall mounting bracket.

During our last fiscal year ending December 31, 2025, our revenue from the sale of items to franchisees and licensees was $533,653, or 48% of our total annual revenue of $3,194,005. We estimate that the purchases or leases of equipment items according to the specifications provided represents 50% - 65% of your total purchases for the establishment of your Franchised Business, and between 0% - 15% of your total purchases for the on-going operation of your Franchised Business. If you elect to lease these items according to specifications provided, the percentages above reflecting your initial purchases or leases may be lower, and the percentages reflecting your ongoing purchases and leases may be higher.

There are currently no purchasing or distribution cooperatives. We provide you with no material benefits (such as renewal or granting additional franchises) based on your use of designated or approved sources but doing so is one of your obligations under the Franchise Agreement.

The required equipment that you must purchase from us includes an iPad [Pro generation 4 or newer] with mounting bracket, video analysis software, a 55" flat screen monitor for each and wireless connections and cables for the AR Vision System. One AR Vision system is provided with all required equipment packages for each Training Center. The AR Vision software subscription is included in the BOS package. You may purchase additional AR Vision systems. You will purchase the front desk desktop computer system which should be a Dell Inspiron Desktop computer or equivalent: i7-14700F Intel Processor with Intel UHD Graphics 770, Windows 11 (64 bit), 8Gb RAM, 1TB 7200rpm Hard Drive, WiFi + Bluetooth 4.0, USB 2.0 / 3.2, HDMI, VGA and Ethernet jacks, keyboard, mouse and monitor.

The tablet computer that manages and records data from the 3PQ force plate mounted on one of the PlyoPress Machines will be a Samsung Galaxy S11 tablet (or comparable tablet). The 3PQ software license for the first two years is included in the equipment order. After two years you will be responsible for the monthly subscription fee. The 3PQ Computer tablet must have an active high-speed Wi-Fi connection to store, record, and manage athlete 3PQ data.

Insurance Requirements

You will need to purchase and maintain in effect at all times during the term of the Franchise Agreement a policy or policies of insurance from a company we accept, insurance that insures both you and us, our affiliates and any other persons we designate by name. The insurance policies must include at a minimum:

Type	**Minimum Limits (If Applicable)**
1. Special/causes of loss coverage forms (sometimes called "All Risk coverage") on the Franchised Business and all fixtures, equipment, supplies and other property used in the operation of the Franchised Location, for full repair and replacement value of the machinery, equipment and improvements, including full coverage for loss of income resulting from damage to the Franchised Location without any co-insurance clause, except that an appropriate deductible clause is permitted.	N/A
2. Business Interruption Insurance covering a minimum 12 months loss of income, including coverage for our Royalties with us named as a loss payee with respect to those fees.	N/A
3. Professional Liability Insurance.	$1,000,000 per occurrence and $1,000,000 aggregate
4. Comprehensive General Liability Insurance, including bodily injury, product liability property damage, contractual liability, personal injury, and advertising injury. Policy must provide coverage for off premises operations.	$1,000,000 per occurrence, $2,000,000 aggregate and 100,000 for damage to premises
5. Workers' compensation and employer's liability insurance covering all of your employees, per state law.	N/A
6. Commercial Umbrella or Excess Liability insurance.	$1,000,000 per occurrence
7. Abuse & Molestation	$1,000,000 per occurrence and $2,000,000 aggregate
8. Comprehensive Automotive Liability Coverage for all owned, non-owned and hired vehicles.	$1,000,000 combined single limit or per person, per accident and $1,000,000 property damage
9. Property Insurance Coverage on all furniture, fixtures, equipment, inventory, and tenant improvements.	

Type	Minimum Limits (If Applicable)
8. Employment Practices Liability Insurance Coverage	$500,000
9. Any other such insurance coverage or amounts as required by law or other agreement related to the Franchised Location business.	N/A

You must include us and our affiliates as named additional insureds on all liability policies required.

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(s)	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 2.A and 7 of Franchise Agreement; Sections 1 and 3 of the Area Development Agreement	Items 7, 11 and 12
b. Pre-opening purchases/leases	Sections 7 and 8 of the Franchise Agreement	Items 6, 7, and 8
c. Site development and other pre-opening requirements	Section 7 of Franchise Agreement; Sections 1 and 3 of the Area Development Agreement	Items 7, 8, and 11
d. Initial and ongoing training	Section 9 of the Franchise Agreement	Items 7, 11, and 15
e. Opening	Sections 2.B, 2.C, 7 and 13.B of Franchise Agreement; Section 3 of the Area Development Agreement	Items 6, 7, and 11
f. Fees	Sections 4, 6, 7, 8.D, 8.F, and 9.B of the Franchise Agreement; Sections 2 and 7.E of the Area Development Agreement	Items 5, 6, 7, and 11
g. Compliance with standards and policies/operating manual	Sections 7, 8, 9, and 14.A of Franchise Agreement; Sections 3 and 5 of the Area Development Agreement	Items 8, 11, 13, 14, 15 and 16
h. Trademarks and proprietary information	Sections 5, 7.F, 8.F, 8.H, 12.A, 13.B, 14.A, and 15.C of the Franchise Agreement; Section 5.B of the Area Development Agreement	Items 13, 14, and 17
i. Restrictions on products/services offered	Sections 1.B, 1.J, 1.L, 1,N, 2.A, 8, 13, and 14.A of Franchise Agreement	Items 8, 11, 13, and 16
j. Warranty and customer service requirements	Section 8 of Franchise Agreement	Item 11
k. Territorial development and sales quotas	Sections 2.A, 2.C, and Appendix D of the Franchise Agreement; Section 3 and Appendix B of the Area Development Agreement	Items 11 and 12
l. Ongoing product/service purchases	Sections 8, 13, and 14.A of Franchise Agreement	Items 8, 11, 13, and 16
m. Maintenance, appearance and remodeling requirements	Sections 5, 7 and 14.A of Franchise Agreement	Items 6, 7, 8, and 11
n. Insurance	Section 10.B of Franchise Agreement	Items 7 and 8
o. Advertising	Sections 4.C, 6, and 7.F of Franchise Agreement	Items 6, 7, and 11
p. Indemnification	Section 10.A of Franchise Agreement	Items 13 and 14
q. Owner's participation/ management/staffing	Section 9 of Franchise Agreement	Items 11 and 15
r. Records and reports	Sections 4, 8.E, and 8.I of Franchise Agreement	Items 6 and 11
s. Inspections and audits	Sections 4.G and 8.F of Franchise Agreement	Item 6 and 11

Obligation	Section in Agreement(s)	Disclosure Document Item
t. Transfer	Section 12 of Franchise Agreement; Section 8 of the Area Development Agreement	Items 6, 12, and 17
u. Renewal	Section 3 of Franchise Agreement	Items 6, 12, and 17
v. Post-termination obligations	Section 14 of Franchise Agreement; Sections 7.A-F of the Area Development Agreement	Item 14, 15, and 17
w. Non-competition covenants	Section 8.G and 11 of Franchise Agreement	Item 17
x. Dispute resolution	Section 15 of Franchise Agreement; Section 9 of the Area Development Agreement	Item 17

ITEM 10.
FINANCING

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

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

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

Pre-Opening Obligations

Before you open your business, we will:

1. Designate your Protected Territory (Franchise Agreement – Section 2.C).

2. Approve or disapprove the site for your Franchised Location. While we recommend the use of our designated Real Estate broker and a local Real Estate Lawyer, you are solely responsible for the selection of a site and lease terms; however, we must approve your site and any relocation of your business. We do not own sites for leasing to franchisees. Factors considered in approving sites are: location and physical address, size of the space, space configuration, ceiling height, costs (Base Rent, CAM Charges, Build-out Expenses, Tenant Improvement Allowance, Rent Abetment, etc.), access to either 230 volt / 3 phase or 230 volt / 1 phase power circuit for the Sprinting Treadmills (depending upon product selection), availability, population, demographics, traffic patterns, proximity to area schools, available parking, exterior lighting / customer safety, building access and operating hours, internet connectivity, location of business competitors, intended use restrictions, co-tenancy and exclusivity arrangements with other franchisees. We will approve or reject sites proposed to us after our receipt of required information and materials. If we are unable to agree upon a site within 150 days from the execution of the Franchise Agreement, we may terminate your Franchise Agreement, in which case we will not refund any part of the Initial Franchise Fee already paid by you. (Franchise Agreement – Section 2.A).

3. Provide you a copy of our specifications and standards pertaining to equipment, interior branding, displays, fixtures, furnishings, interior and exterior signage, accessory features, design elements and layout for your Franchised Business. We may, in our sole discretion, provide you with a list of approved suppliers for these equipment purchases, and we reserve the right to sell all or any of this equipment to you directly or through an affiliate. We may, but are not required to, deliver and/or install these items directly. (Franchise Agreement – Section 7.B).

4. Provide you a copy of our quality and customer service standards (Franchise Agreement – Section 8.C).

5. Loan you a copy of our Operations Manuals, Protocol Manual, policies, and other documents containing mandatory and suggested specifications, brand standards and operating procedures some of which may be accessed through our intranet the Athletic Republic® Locker Room (the "Manual"), which may include, but is not required to include, recommended programming offering and pricing guidelines, such as minimum and maximum pricing suggestions. Portions of the Manual may be delivered in electronic formats and is confidential and remains our property. We may modify the Manual, but the modification will not alter your status and rights under the Franchise Agreement. (Franchise Agreement – Sections 8.E and 8.F).

6. Training Centers are provided up to a 28-week on-boarding assistance we refer to as the Business Acceleration Program ("BAP"), which includes: introduction to our preferred real estate agency which would be your responsibility to retain; introduction to our preferred real estate attorney which will be you responsibility to retain; site evaluation and approval; assistance with facility floor plan and equipment layout; business planning; operating practices; staff recruiting recommendations; training and staffing support including access to the Athletic Republic® Academy Level 1, Level 2 and Level 3 training programs for trainers and GM Training for Owners and Managers; equipment ordering support; interior branding design assistance; access to our online Marketing Resource Center; marketing programs, social media and website development; and membership sales / lead generation programs. The Training Center will additionally receive: the opportunity for one (1) person from your staff to work at another Athletic Republic training center as part of the mentoring program, at your own expense; soft opening and grand opening assistance; the set-up, configuration of the various Business Operating Systems ("BOS") services at no additional cost during BAP for no more than 6 months, which include access to the Athletic Republic Technology ("ART") package which includes set-up, training and subscription to: online scheduling, point-of-sale and reporting software, AR Vision software,, athlete assessment software and access to the athlete assessment system; and the Sales and Marketing package, which includes: Website design, hosting and management; CRM for lead management, four (4) email accounts for Training Center staff; email Marketing; and Digital Advertising and account management to support the Training Center's Grand Opening. At your option and for an additional expense you may access our pre-negotiated affiliations for Payroll Processing software, Accounting Software, and support services. As part of the 'soft opening' process, Training Centers will receive additional on-site instruction, training, and support as part of the post equipment installation / pre-opening process included in the BAP for not less than 4 days. (Franchise Agreement – Sections 2.B, 6.B, 7.B, 8.A, and 8.E).

7. We will host your Training Center's website. Your Training Center's website template, content management software and tutorials on customizing your website with local content is provided as a guide to develop and manage your Training Center's website identified as www.city.AthleticRepublic.com (the "city" must be a city located within your Protected Territory). You will receive pre-launch website development and post launch support from our website contractor. The cost associated with website development, management, hosting, online business listings with major search engines, social media integration, access to analytics or use of the CMS is part of the BOS and is covered by the BAP fee for up to six months. Additional website customer support and services are available through a third party for an additional charge.

8. Provide access to the Athletic Republic® Academy Level 1, Level 2 and Level 3 training program for all your staff and GM Training for your owner and manager(s). (Franchise Agreement – Section 9.B). See the table below.

Time to Open

We estimate that it will typically take between 4 and 11 months from the time you sign the Franchise Agreement until the opening of your business. You must order your Fitness Equipment from us within 250 days from the date of execution of the Franchise Agreement and begin the operation of your business within 365 days from the date of execution of the Franchise Agreement and if you fail to do so, we may terminate your Franchise Agreement and you will lose any amounts previously paid (Franchise Agreement, Sections 2.B, 8.C, and 13.B). Royalty Fees, Marketing Fees and BOS Fees will begin to be paid on the earlier of the Training Center's Opening Date or 365 days after executing the Franchise Agreement. The factors that affect

the time for opening include: the site selection, contracting for the lease or purchase or construction of the building, conforming the premises to applicable ordinances and codes, acquisition of the equipment and signage, obtaining all necessary insurance and permits, arranging any necessary financing, completion of hiring and the training of the training center staff and the build-out of the space.

If you sign an Area Development Agreement you must begin operation of the first Training Center within 365 days from the date of execution of the first Franchise Agreement and the second Training Center must begin operation within 2 years from the date of execution of the first Franchise Agreement, or as defined by the Development Schedule in the Area Development Agreement. The intervals for opening individual training centers depend upon the negotiated Development Schedule and are generally 4 and 11 months for the first Training Center and pursuant to the Development Schedule for subsequent Training Centers (Area Development Agreement, Section 3 and Appendix B). If a developer fails to comply with the Development Schedule, we may terminate the Area Development Agreement and the Franchise Agreements, reduce the number of Training Centers the developer has the right to develop, terminate or reduce the protected territory for each Franchise Agreement that has not opened per the Development Schedule, repurchase any Training Centers open by you under the Area Development Agreement, reduce the Protected Territory under the Franchise Agreements executed under the Area Development Agreement, claim liquidated damages equal to $25,000 for each Training Center the developer failed to open, charge Royalty Fees, Marketing Fees and BOS Fees per the applicable agreements, or exercise any other rights and remedies that we may have (Area Development Agreement, Section 7). We will approve sites for additional Training Centers developed under your Development Agreement using our then-current site selection criteria.

Obligations After Opening

During the operation of your business, we will:

1. Approve vendors, products and services and regularly inform you as to vendor changes, new approved vendors and new preferred vendor contracts (Franchise Agreement – Section 8.C).

2. Make available additional training which we deem advisable to familiarize you and your team on changes and updates in the franchise system (Franchise Agreement – Section 9.C).

3. Make available to you from time to time all changes, improvements, and additions to the franchise system (Franchise Agreement – Sections 8.E and 8.F).

4. Provide you with all supplements and modifications to the Manuals (Franchise Agreement – Sections 8.E and 8.F).

5. If you have some unusual or unique operating problems or if you have a specific situation in which you require assistance, you may request from us to provide assistance to deal with the problem or situation you have, and we may, but have no obligation to, provide you this assistance. If we agree to provide you the assistance, we will charge you a $500 daily fee plus you must reimburse us for all the expenses we incur in providing you such assistance. (Franchise Agreement – Section 9.F)

Advertising Programs

We have instituted a national marketing program (the "Marketing Fund"), which is supported by your Training Center's payment of a fixed Marketing Fee $100 every week. You must start paying the Marketing Fee beginning on the earlier of the day on which we deliver to you the required equipment to operate your Franchised Business or the 365th day after the execution of the Franchise Agreement. We reserve the right to increase the amount annually upon 30 days written notice to you, as long as we don't increase the amount of such payment more than one time every three years. The Marketing Fees will be placed in a Marketing Fund. We will not directly contribute to the Marketing Fund for any franchisor owned training centers.

The Marketing Fund is not a trust or escrow account, and we have no fiduciary obligation to franchisees with respect to the Marketing Fund. Marketing Fees not used in one year will be carried over to the next year. We and our Affiliates will only receive payment from the marketing funds for amounts we incur in providing goods and services at arms-length prices. We have no obligation to undertake any specific advertising campaigns or to conduct advertising in any particular area, or to spend a prorated amount in your market. We may use the funds in our sole discretion to (1) formulate, develop and implement marketing, advertising, public relations, and promotional campaigns; (2) support the development and maintenance of the Marketing Resource Center, which includes a separate and customized marketing portal for each Franchisee; and (3) pay us for the expense of administering the Marketing Fund, including accounting expenses and salaries and benefits paid to our employees engaged in the marketing functions. No portion of the Marketing Fund will be spent for advertising principally designed at solicitation of the sale of franchises, however we may include a notation in any advertisement indicating "Franchises are Available". There is no requirement that the Marketing Fund be audited. If requested in writing, we will provide you an annual unaudited statement of the financial condition of the Marketing Fund.

In fiscal year 2025, the Marketing Funds fees collected were used as follows: (i) 20% for managing the development and construction of the Training Center Websites; (ii) 15% for Athlete Assessment campaigns; (iii) 26% for Quarterly / Seasonal Marketing Campaigns, including: 'Next Season Starts Now' spring, 'Unlevel the Playing Field' summer marketing, 'All Season Strong' fall / BTS marketing, 'Cheetah Club', NIL and ACL Bridge Webinars, NPS Survey, Black Friday and Holiday Marketing (iv) 12% for Paid Digital services, such as: Meta, Instagram, TikTok, LinkedIn and Google Ads; (v) 12% for improvement of CRM marketing workflows and automations (vi) 7% for Marketing Portal, Creative, Branding, and Design Services; (vii) 5% for In-season Training campaigns; and (viii) 3% for Public Relations services and support. At our discretion, we seek the Franchise Advisory Council's insights for the allocation of the Franchise Marketing Fund.

In addition to the Marketing Fee, Training Centers must spend a minimum of $1,000 per month in local marketing until they have 150 active members under contract. Online advertising, local outreach efforts, sponsorships, NIL, and other local marketing activities are all acceptable use of the local marketing funds. Once the Training Center has achieved 150 active members, it must spend an amount equal to the required Marketing Fee payments for such year on local marketing and promotion. At this time, we do not have a local or regional advertising cooperative, nor do we have plans to form one in the future. You will not be required to participate or direct any amount you are required to spend on local advertising to an advertising cooperative. There is no minimum marketing required for Satellite Training Centers.

From time to time, we may provide you with advertising materials or offer them to you at an additional cost. You may develop advertising materials for your own use and adjust your website at your own cost. We must approve the advertising materials and website changes in advance and in writing. You must comply with our published Brand Standards and all our and our vendors' and other business associates' trademark, trade name, service mark and copyright notices marking requirements and you will supply to us samples or photographs of the same upon our request. You are ultimately responsible for ensuring that your advertising complies with all applicable laws before using them (Franchise Agreement – Section 6).

Computer System

You may purchase and use computer systems that we provide, including all future updates, supplements and modifications (the "Computer System"). The cost of a Computer System is $750 to $1,500. We provide an iPad for managing the AR Vision software as part of each Treadmill Feedback Package. The video software we currently require you to purchase as an operating subscription which is included in the monthly BOS fee. We reserve the right to change suppliers at our discretion. We also require you to purchase from us a tablet computer to manage 3PQ testing. We require that you purchase at least one (1) computer system and printer for front desk activities, which includes scheduling athlete training sessions and entering of athlete data plus

pre and post training test results into the ART system, the Sales and Marketing suite of subscriptions for the Key Performance Indicator ("KPI") dashboard, website management, the CRM system for lead management, social media activities, and e-mail communications. We recommend the purchase of a credit card terminal to interface with the online scheduling and point-of-sale software for processing credit/debit card transactions and printing receipts. We require you purchase from us two (2) or more hand-held tablets to access the training protocols through ART while training athletes. Any updates, supplements or modifications are not subject to or part of the Maximum Modernization Amount. The Computer System may include all hardware and software used in the operation of the Franchised Business, including office programs used to record, analyze and report sales, labor, inventory and tax information.

The computer software package for use in the Franchised Business includes proprietary software. You are required to license the proprietary software from us, an affiliate or a third party and you are required to pay the BOS Fee for your use of the proprietary software and subscriptions that we license through 3rd party software providers. All rights, title and interest in the software will remain with the licensor of the software. We retain the right to restrict or terminate your use of the 3rd party software we provide, should you violate or misuse the software companies' intellectual property trademarks or tradenames, attempt to reverse engineer the software, consume excessive bandwidth, or violate any laws that apply to software duplication, consumer privacy or related matters. The computer hardware and component of the Computer System must be purchased from us. We will have full and complete independent access to information and data entered and produced by the Computer System (Franchise Agreement, Sections 8.D and 8.H).

The equipment required for the Treadmill Feedback System must be purchased from us and includes an iPad [Pro generation 4 or newer] with mounting bracket, video analysis software, a 55" flat screen monitor for each and wireless connections and HDMI cables that connect the iPad to the TV for each AR Vision System. The cost of each Treadmill Feedback Package is $2,600, plus the monthly software subscription that is part of the BOS package. The flat panel display will be not less than a 55" display. One AR Vision system is provided with the required equipment packages for Training Program offerings. Additional AR Vision systems are available for purchase for an additional fee.

The tablet that manages and records data from the 3PQ force plate mounted on one of the PlyoPress Machines is a Samsung Galaxy S1. The subscription for the first two years of the 3PQ software license is included in the equipment order. After the initial two years you are responsible for paying the 3PQ subscription fee. The 3PQ Computer must have an active ethernet outlet nearby and be connected to the internet to store, record, and manage athlete 3PQ data.

The hand-held Computer Tablet is used by trainers to access, deliver and record the training protocols stored in the ART system, while leading training sessions.

You are responsible for purchasing the Front Desk Computer with an active internet connection to manage center business, athlete scheduling, website content and credit or debit card processing transactions.

We have our web site on the internet at www.athleticrepublic.com. We may modify or change our web site if we modify any of our logos, trademarks, trade names, etc. We have developed an intranet system called the LockerRoom to improve franchisee communications. You must, at your expense, participate in our internet website, our intranet, and any other online or electronic communications that we develop and require our franchisees to participate in. The monthly software subscriptions for the Website and LockerRoom are included in the BOS package. We require you to utilize certain of our templates for your Training Center's website in order to provide a consistent style, look and feel with other franchisees and the Athletic Republic brand.

We will host your website. Your website template, content management software and any tutorials for learning how to customize your website with local content are provided as a guide to manage your Training Center's Franchised Business's website identified as www.city.athleticraepublic.com (the "city" must be

located within your Protected Territory). You will receive pre-launch website development and post launch support from our third-party website contractor. The website set-up, support and hosting fee until the Training Center is open, which shall not exceed 6 months, is included in the BAP Fee, so there is no additional cost associated with website development, management, hosting, online business listings with major search engines, social media integration, access to analytics or use of the CMS during the BAP process. After the earlier of the Training Center opening or 6 months you will pay us the monthly BOS Fee which includes hosting your website, maintaining the site and providing access to analytic reports for your review and interpretation. Any customer support or phone support and other website services from our website contractor (i.e., Search Engine Optimization) are contracted independently by you with the third-party provider. You agree to accept the change in BOS Fee monthly pricing as long as we provide 60 days' notice of any change in cost or service level. (Franchise Agreement – Section 8.H and Appendix F).

We will provide online scheduling and point-of-sale processing. As part of the BAP, you will receive up to 4 hours of initial training at no cost, after you have consumed the 4 hours of training for the set-up and use of the online scheduling software you will be billed at a rate of $125 per hour. The subscription for the online scheduling and POS processing services is part of the BOS service fee and the associated fees are included in the BAP, so there is no cost associated with the online scheduling and point-of-sale transaction software (except for credit card swipe hardware and the credit card transaction fees) during the BAP process, which shall not exceed 6 months. After the earlier of the opening of the Training Center or 6 months, you will pay us the monthly BOS Fee which includes the online scheduling and point of sale software. We recommend the purchase of a credit card processing terminal that interfaces with the online scheduling and point-of-sale software for processing credit/debit card transactions. (Franchise Agreement – Section 8.H and Appendix F).

As part of BAP, we also provide Digital Advertising support and account management services as part of the Grand Opening Marketing Program, which may include some of the following lead generation, management and membership sales services: Facebook Advertising, Google AdWords, display and pay-per-click advertising, customer targeting and remarketing, and Search Engine Optimization (SEO) support. The third-party sales team we retain will utilize the CRM system to follow-up and groom leads, book training trials and sell memberships for up to 12 weeks, which includes 4 weeks of post-open support. After the sale support services have expired, you will have the option to contract with the 3-party service directly for lead management. . You may supplement the digital advertising and direct mail we place through a third-party provider. (Franchise Agreement – Section 8.H and Appendix F).

As part of the Franchise Marketing Fund Fee, we provide you with access to our online Marketing Resource Center, where you may access and customize marketing materials, advertisements, flyers, social media posts, blog posts, targeted email messages, direct mail pieces, image gallery, logo gallery and more. The set-up, configuration, training, and use of the Marketing Resource Center is included in the Marketing Fee. (Franchise Agreement – Section 4.D).

Manuals

A copy of the Table of Contents of the Manual is included in this Franchise Disclosure Document as Exhibit I. As of January 1, 2026 the total number of pages in our Manuals is 3,271.

Training

INITIAL TRAINING PROGRAM – SPORTS PERFORMANCE TRAINERS

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
The Level 1 Trainers Education and Certification course[1] is administrated online through our learning management system and is for new trainers and interns and is taught online through a learning management system. The Level 1 course includes classes on exercise science, sports training, coaching philosophy, business operations, sales and marketing. The specific classes are listed in the Operations Manual. The classes may include: reference materials, an online lecture with power-point presentations, webinar, video and require the passing of a tests to move to the next class, complete the course and earn the certification.	10	As required to demonstrate competency	Made available to you electronically In the franchisee's Training Center or at the Park City, Utah Training Center
The Level 2 Trainers Education and Certification course[2] is administered online through our learning management system and is for network trainers who have earned their Level 1 certification. The Level 2 course includes classes on exercise science, running mechanics, coaching skills, training protocol and adaptations for youth, teen, college and adult athletes, customer service, customer retention, referral marketing. The specific classes are listed in the Operations Manual. Each class may include: reference materials, an online lecture with power-point presentation, webinar, video and require passing of a test to move to the next class, complete the course and earn the certification.	10	As required to demonstrate competency	Made available to you electronically In the franchisee's Training Center or at the Park City, Utah Training Center
The virtual Level 3 Trainers Education and Certification course[3] is a combination of hands-on experience and classroom interaction delivered at AR-HQ in Park City over five days to: - Help centers implement the training system and each training program – Acceleration, Ignition, Enhanced, Endurance, Tactical, Active AR-FIT, Recovery, Sensory, Personal and Return 2 Play Training Programs. - Teach the best training techniques and operating practices gathered from across the AR network, - Introduce new products, services, and training techniques	15	8	Virtual - Park City, Utah

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
- Deliver an extraordinary customer experience that helps each athlete and the business owner achieve their goals - Implement day-to-day marketing and sales programs that will boost athlete traffic to increase cash flow and Training Center profitability by implementing customer retention, referral, and acquisition strategies - Understand how business planning, operating economics, and key performance indicators impact all aspects of the center's operation - Learn how to recruit, develop and motivate the training center team			
Essay and Practical Exams (Level 3)	3	-	Virtual - Park City, Utah
On-site / Pre-opening Training[4] (Training Center Only)	-	30	Your Franchised Location
Optional online scheduling, and point-of-sale and reporting training[5]	4		Delivered by a qualified Instructor
Optional In-Center Training[6]	-	24	Park City, Utah
ACL Bridge (optional part of Level 3)[7]	3	2	Virtual - Park City, Utah

NOTES:

(1) All trainer and interns must complete Level 1 certification before they train athletes. We have created a New Employee Orientation curriculum and Level 1 Trainer Education curriculum that establishes a plan for introducing new Trainers and Interns to the Athletic Republic® training system. Additional support and reference materials are included in the Athletic Republic® Academy curriculum to expand intern knowledge and understanding.

(2) The Level 1 and Level 2 online training provides a series of courses that each include: online study and reference materials; online lectures that may be download; videos; and homework assignments. Supervision by the Director of Sports Performance Training is encouraged. These courses are available once the initial Franchise Fee payment is received. The Online Classroom Instruction is intended to provide you and your training team with a thorough understanding of the training system, training equipment, training protocols, athlete assessment tools, business development, business operating systems and additional components that deal with the operation of your franchise on a daily basis.

(3) With the exception of the Interactive Website Training that you may take on any computer with website access and the On-site Training, which will be conducted at your Franchised Location, the advanced Level 3 training is provided virtually or at our facilities in Park City, Utah or at a nearby hotel or other nearby location if additional space is necessary, or at another acceptable location we designate or offer portions of

the training online through virtual meetings. We reserve the right to hold the training in a different city located within the continental United States provided we give sufficient notice to the attendees.

We provide access to the Levels 1 and 2 training every time a new franchisee signs a Franchise Agreement. We schedule a live or virtual Level 3 training and the ACL Bridge Program two times per year. We can schedule the optional In-Center Training in the Park City or another Training Center at your request, provided you give us sufficient advanced written notice. We schedule the on-site / pre-opening training after the Fitness Equipment has been installed, as part of the Training Center's 'soft-opening' process.

During each of the initial training sessions you will receive, at no charge to you, different manuals and other written materials. In addition, you will be provided with access to our online training materials. Kyle Ballew, our Vice President of Sports Performance Training, oversees our training and education curriculum, and Charlie Graves, our CEO, as well as members of the Athletic Republic executive team, contribute to the business-related topics. Mr. Ballew has a Masters Degree in Sports Physiology from the University of South Dakota State and eight years of practical experience working with Athletic Republic and other sports performance training facilities. Mr. Graves has served as our CEO since March 2007 and has over 30 years of experience in business management and the sports industry. Other Athletic Republic executives, partners, and network members who have experience in some facet of the operation of our business (for example, business and training technology and operating systems, sports performance training, sales and marketing, business operations, customer service, and franchise economics) will assist in the teaching and training segments of the training.

You must have the Director of Sports Performance Training or Head Trainer attend and successfully complete our Level 1 and Level 2 Education and Certification courses before the date you open your Franchised Business. They must complete the Level 3 certification course on the next available date it is offered following their hire. Your Training Center must continuously have at least 1 trainer on staff who has earned a Level 3 certification. If the Training Center offers the ACL Bridge program, you must have the staff member administering the ACL Bridge program earn the ACL Bridge certification before the ACL Bridge protocols can be released to the operator.

Anyone training athletes in your Franchised Business must successfully complete our Level 1 training certification program before providing any Athletic Republic® training services. We encourage you, even if you will not have an operating role in the business, to participate in the multi-day Level 3 education program prior to opening. We charge a registration fee for participating in the Level 3 education and certification course, which is currently $150 for the initial registration. Once Level 3 certified, any individual may attend or audit future Level 3 courses at no cost. The period of the Level 3 training program will be up to 5 days and will be scheduled by us at our discretion and may be delivered virtually. You will be responsible for travel costs, room and board, meals, the salaries, fringe benefits, registration fees and other expenses incurred by you and your employees if you choose to attend the Level 3 training program in-person (Franchise Agreement, Section 9.B).

(4) After the equipment has been installed in your Training Center, one of our Level 3 instructors will come on-site for up to 5 days to work with your Manager, Head Trainer and Training Team to make sure they are comfortable, knowledgeable and capable of conducting a Training Trial, utilizing and maintaining the Fitness Equipment and Business Operating Systems and delivering the Athletic Republic Training System. The cost of the on-site Instruction services is included in the initial BAP Fee.

(5) We provide Training Centers with online access to an introduction to the online scheduling, point-of-sale and reporting system and up to four one-hour training sessions with an account-specific customer support person to assist Training Centers with the set-up, configuration and understanding of the online scheduling, point-of-sale software, and reporting features at no additional cost. Your Head Trainer should complete the online introduction prior to starting the individual Training Center sessions with the customer service

representative. Additional training is available at a rate of $125 per hour. We encourage you to complete such training at least 3 weeks before opening the Training Center.

(6) Before opening the Training Center, we encourage every new Head Trainer to invest three to six days into learning the Athletic Republic® system by working in our Park City Training Center to shadow training sessions, experience business development activities, learn operations, software and scheduling systems, and conduct training sessions under the supervision of our staff.

(7) The ACL Bridge Program was designed to bridge the gap in time between insurance-paid physical therapy sessions and an athlete's readiness to return-to-completion/play. The training and certification are delivered virtually or via classroom and in our training center in Park City, Utah or another location we designate. A trainer must complete the course and pass an exam to earn the ACL Bridge Certification, before the ACL Bridge protocols will be released to the trainer and the trainer is allowed to deliver the ACL Bridge program to athletes.

INITIAL TRAINING PROGRAMS – MANAGERS

Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
The Managers Education and Certification course[1] is administrated online through our learning management system and is for new General Managers, Assistant Managers, Sales & Marketing Managers and Membership Sales Consultants and is taught in phases as part of the Business Acceleration Program (BAP), our new center on-boarding and start-up program[2]. Phase 1 includes sessions titled: "Managing a High Performing Training Center'; Turning Insights into Actions - Strategic Planning for Growth"; Creating Value (with help from the Balance Sheet); Creating a Roadmap for Long Term Success; and Leveraging Technology to Improve Business Operations and Customer Retention. Phase 2 course includes sessions titled: Building a Best in Class Training Center'; 'Utilizing Key Performance Indicators'; and 'Creating a Weekly/Monthly/Quarterly Marketing Plan'. Phase 3 courses include: 'Introduction to CRM – Customer Relationship Management'; 'Introduction to Baseline, Athletic Republic's Scheduling, Point-of-Sale and Reporting software'; 'Deliver Effective Training Programs'; Master Scheduling for Efficiency and Member Experience'; Build Daytime Programs to Drive Engagement and Revenue'; 'Go to market' with Customer Acquisition,	20	As required to demonstrate competency	Made available to you electronically In the franchisee's Training Center or at the Park City, Utah Training Center

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Retention and Referral Programs'; and ' Developing Selling Skills' Phase 4 course work includes advance classes on sales, marketing, social media, customer communications, technology applications, data analytics, business operations and financial performance. During this post-open phase the Manager will learn how to utilize KPI data to build and refine the Training Center's marketing, business development and operating plan.			
On-site / Pre-opening Training[3] (Training Center Only)	-	20	Your Franchised Location
Optional online scheduling, and point-of-sale and reporting training[4]	4		Delivered by a qualified Instructor

NOTES:

(1) All General Managers, Assistant Managers, Sales & Marketing Managers and Membership Sales Consultants must complete the virtual Managers Education course during their first month of employment. The Managers are also encouraged to complete the Level 1 Trainer Education and Certification course during their first month of employment. Additional support and reference materials are included in the Athletic Republic® Academy curriculum, which is access through the AR Locker Room, to expand manager knowledge and understanding.

(2) The curriculum is delivered as online classes as the Manager progresses through the on-boarding program. AR breaks the on-boarding process into five phases – Phase 1 (Pre-Lease), Phase 2 (Post-Lease), Phase 3 (Pre-Open), Phase 4 (Post-Open 0-30 days), Phase 5 (Post-Open 30-180 days). The Manager education curriculum is designed to provide the insights and expertise to help the Manager master the business as they move through the BAP and the opening of their Training Center..

(3) During the final week before Grand Opening, an AR-HQ Sales Manager will come on-site for up to 3 days to work with your Manager, Head Trainer and Training Team to make sure they are comfortable, knowledgeable and capable of conducting a Training Trial, and selling the Athletic Republic Training System. The cost of the On-site Instruction services is included in the initial BAP Fee.

(5) We provide Training Centers with online access to an introduction to the online scheduling, point-of-sale and reporting system and up to four one-hour training sessions with an account-specific customer support person to assist Training Centers with the set-up, configuration and understanding of the online

scheduling, point-of-sale software, and reporting features at no additional cost. Your manager(s) should complete the online introduction prior to starting the individual Training Center sessions with the customer service representative. Additional training is available at a rate of $125 per hour. We encourage you to complete such training at least 3 weeks before opening the Training Center.

You, your Manager and Head Trainer are expected to participate in monthly network webinars that are typically held on the first Thursday of each month and are encouraged to attend, the monthly the Open Office hours hours the third-Thursday of each month by the AR-HQ team. Furthermore, either a business owner and/or your manager or Head Trainer must attend, at your expense, all scheduled conventions we may hold or sponsor; and all meetings about new products, new operational procedures or programs, training, management, sales or sales promotion, or similar topics. We reserve the right to require that you, your manager and/or Head Trainer attend any additional meetings at your expense that we deem appropriate under special circumstances, provided however, that we will give you written notice of any such meeting at least 60 days before the meeting.

Our Obligations Under the Area Development Agreement

A developer signs their initial Franchise Agreement at the time the Area Development Agreement is signed. Our obligations under the Franchise Agreement apply to a developer. Each time a developer signs another Franchise Agreement; our obligations are activated for the new Training Center to be established. We do not have separate obligations under the Area Development Agreement.

We do not select the location for the Training Centers developed under your Development Agreement, however, you must present the proposed locations to us for our approval. We will approve sites for additional Training Centers developed under your Development Agreement using our then-current site selection criteria.

ITEM 12
TERRITORY

Training Center

Your Training Center will receive a "Protected Territory" that will have an Athlete Density of no less than 6,000 Potential Athletes and no more than 10,000 Potential Athletes. "Potential Athletes" means 30% of all Middle School, Junior High, and High School students enrolled in schools within the Protected Territory. We do not factor adult athletes, endurance athletes, athletes recovering from injury, or athletes who would participate in our tactical or active training in the Potential Athlete calculation, even though we have Training Programs designed to help them improve health, fitness, and athletic performance.

The criteria used for determining the boundaries of the Protected Territory for a Training Center include: the street address of the Training Center, the Training Programs you will offer, the population base; density of population; growth trends of population; apparent degree of affluence of population; the density of residential and business entities; enrollment of local Junior, Middle and Senior High School students; traffic generators; driving times; roadways; and major topographical features which clearly define contiguous areas, like rivers, mountains, military bases and underdeveloped land areas.

We will not, during the term of your franchise agreement, operate or grant others the right to operate any other Training Center within the Protected Territory, except as provided below.

Reservation of Rights.

We and our affiliates are restricted from operating or granting anyone else a franchise to operate a training center within your Protected Territory. However, we and our affiliates have the right to offer, sell and distribute, within or outside the Protected Territory software systems and pieces of equipment and accessories

that are proprietary to us, including the PlyoPress with 3PQ Forceplate, Multi-Hip machine, PowerCords, ThrowingCords, KickingCords, PlyoCords, HittingCords, SprintCords, StartCords, Hamstring Cords, Warm-up Cords, Hip Cords and wall mounts and all other cords, Balance Discs and Ramps, Recovery products, branded apparel that we may offer from time to time, nutritional supplements, other training products for home use, and other pieces of equipment and accessories that we may designate in the future, without compensation to any franchisee, provided that we will offer such products through channels other than training centers. You may not sell or otherwise transfer any piece of equipment or accessory that has been provided or required by us or that is otherwise used or of the type used in the operation of the Franchised Business and that is proprietary to us, including the items listed above, except for the Warm-up Cords, PowerCords, Balance Discs/Ramps and AR Training APP (if / when it becomes available) which you may offer for sale. We reserve the right to offer and sell products and/or services through alternative forms of distribution, such as the Internet, using the Marks or other marks within or outside the Protected Territory. We do not owe any compensation to you for soliciting or accepting orders within your Protected Territory.

You have no right under the Franchise Agreement to (i) sublicense or subfranchise others to develop or operate Athletic Republic Businesses, (ii) use the Athletic Republic® brand, the Trademarks, the Patents Rights, or the System except pursuant to the terms of the Franchise Agreement, or (iii) enter into any agreement regarding the Trademarks, the Patents Rights or the System. We and our affiliates have the right outside of any Protected Territory granted to you to operate or grant others the right to develop and operate training centers and offer, sell, or distribute any products, software, or services associated with the System (now or in the future) under the Trademarks or any other trademarks, service marks or trade names or through any distribution channel or method, all without compensation to you. Furthermore, we and our affiliates have the right to operate and grant others the right to operate training centers or any other business within and outside the Protected Territory under trademarks other than the Trademarks.

In addition, the following locations ("Special Sites") are excluded from the Protected Territory and we have the right to develop, franchise, or otherwise do business at such locations in the Protected Territory: (i) professional sports teams; (ii) college athletic programs; (iii) military installations; (iv) Olympic training centers; (v) National Team training centers; and (vi) sports research centers, provided, however, that any business conducted at any Special Site shall be directly with the professional sports team (or an affiliate of them), with the college, with the governing group of any Olympic or National Governing Body ("NGB") training center or for research purposes, as the case may be. We will limit these professional sports team, college, military, research, or Olympic training centers to providing the Products and software at its principal place of business or training facilities or on campus. The Products and software will be available only to employees of the professional sports team, athletes under contract with the professional sports team or prospective players, employees, study subjects, students of the college, and the athletes and trainers at any Olympic or National Team training centers.

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.

Except as provided above, you may not sell any products under the Trademarks or use any alternative distribution channel, such as the Internet, to make sales inside or outside of your Protected Territory. However, you may offer and sell the Training Programs directly at educational institutions, sports training facilities, clinics and hospitals, and other similar facilities located outside of the territories granted to other franchisees or licenses, provided you may not establish any physical training facilities other than those at the Franchised Location or as a Satellite Training Center. No restrictions exist on franchisees soliciting customers in any area.

You may relocate your Franchised Location pursuant to our approval and subject to the following provisions. You must (i) give us notice of your intent to relocate at least 90 days before the date you anticipate closing the Franchised Location; (ii) procure and secure a site within the Protected Territory and that is acceptable to us at least 60 days before closing the Franchised Location; (iii) open the newly approved Franchised

Location within 60 days of such closure; (iv) be current with all Royalty, Marketing and BOS Fees, and other payments owed to us; (v) finish the training center utilizing our preferred providers to sports flooring, synthetic turf and equipment; (vi) brand the new training center with interior graphics and exterior signage consistent with our current designs for new training centers, and (vii) comply with any other conditions that we reasonably require. You must pay the Royalties, Marketing and BOS Fees during the time that the Franchised Location is closed due to its relocation. You must pay the costs of any relocation, and we reserve the right to charge you for any reasonable costs that we incur, including legal fees and equipment extraction and/or installation costs. If you relocate the Franchised Location without our prior written consent or without fully complying with the requirements set forth in Section 7 of the Franchise Agreement, such relocation will be void, your interest in the Franchise Agreement will be voluntarily abandoned, and the Franchise Agreement will automatically terminate.

The Franchise Agreement does not contain any provisions under which you might receive any options, rights of first refusal or similar rights to acquire additional franchises within the Protected Territory or in any contiguous areas.

Area Development Agreement

If you and we enter into an Area Development Agreement requiring you to open and operate multiple Training Centers in a Development Territory, we will not establish or franchise anyone else to establish any training centers in the Development Territory up to the earliest of (i) the expiration or termination of the Area Development Agreement, (ii) the date on which you must execute the Franchise Agreement for your last Training Center pursuant to the terms of the Development Schedule attached to the Area Development Agreement or (iii) the date when the Protected Territory for your final Training Center under the Area Development Agreement is determined (except for Special Sites as noted above), at which time the Development Territory expires; provided, however, that if the Development Territory covers more than one city, county or designated market area, the protection for each particular city, county or designated market area shall expire upon the earliest of (a) any of the foregoing events or (b) the date when the Protected Territory for your final Training Center to be developed in such city, county or designated market area under the Area Development Agreement is determined. We determine the Development Territory in an Area Development Agreement using the same criteria that is used in deciding a Protected Territory for one Training Center. However, the Development Territory must be able to support the number of Training Centers you intend to establish in that area. As a result, the Development Territory generally consists of a portion of a city, county or designated market area.

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.

We do not select the location for the Training Centers developed under your Development Agreement, however, you must present the proposed locations to us for our approval. We will approve sites for additional Training Centers developed under your Development Agreement using our then-current site selection criteria.

The rights and restrictions described above regarding what we and our affiliates can and cannot do in a franchisee's Protected Territory for a single Training Center are generally the same for the Development Territory set forth in an Area Development Agreement. In addition, we may terminate the Area Development Agreement if you (i) fail to exercise options to enter into Franchise Agreements with us within any period on the Development Schedule; (ii) fail to comply with any other terms and conditions of the Area Development Agreement; (iii) make or attempt to make a transfer or assignment in violation of the Area Development Agreement; or (iv) fail to comply with the terms and conditions of any individual Franchise Agreement or of any other agreement to which you and we or our affiliates are parties.

ITEM 13.

TRADEMARKS

We grant you the right to operate a franchise under the name Athletic Republic®. You may also use our other current or future Trademarks to operate your franchise that we allow you in writing. By Trademark we mean trade names, trademarks, service marks and logos designated by us to identify your franchise.

We have federally registered the below trademarks on the United States Patent and Trademark Office Principal Register:

Description of Mark	Principal/ Supplemental Register of the United States Patent and Trademark Office	Registration Date	Registration Number
ATHLETIC REPUBLIC	Principal	03/17/2009	3,591,950
UNLEVEL THE PLAYING FIELD	Principal	09/09/2008	3,499,848
	Principal	03/17/2009	3,591,951
WHERE UNSTOPPABLE STARTS	Principal	06/19/2012	4,162,127
SUMMER OF SPEED	Principal	04/30/2013	4,329,249

You must follow our rules established in the Franchise Agreement, our published Brand Standards Manual or anywhere else when you use our Trademarks. You must use the name Athletic Republic® as the trade name of the Training Center. You may not use the words 'Athletic' or 'Republic' or 'AR' or any of the Trademarks as part of the name of your legal entity. You may not use our registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. All usage of the Trademarks by you and any resulting goodwill will be to our exclusive benefit. You retain no rights to our Trademarks when your Franchise Agreement expires or is terminated, for any reason, and you shall immediately stop using our Trademarks at that time. Any use or application of the Trademarks or trade name for any advertising, promotion, display or for any other purpose requires prior approval from us, which will not be unreasonably withheld.

You must use our website address configuration for your Franchised Business' website address and the social media identifier we assign to you. The only approved website domain configuration, without prior written approval is www.[city].athleticrepublic.com. The [city] must be consistent with the address of the Franchised Location. You may not own a website domain name or any social media identifiers that include any part of any of our Trademarks without our prior written approval.

We have filed all required affidavits and renewals necessary to date to maintain the above registrations of our registered Trademarks. There are no currently effective determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings regarding the Trademarks. There is no pending federal or state court litigation involving any Trademark that may affect the ownership or use of the Trademark. No agreements limit our right to use or license the use of our Trademarks.

We will protect and maintain all rights to our Trademarks against encroachment, misuse or unauthorized use and against all challenges to any rights of its use, as we deem appropriate. You must notify us immediately when you learn about an infringement of, or challenge to, the use of our Trademarks. We will control all litigation, and we will have the sole right to take the action we think appropriate, including bringing actions against third parties regarding use of any of our Trademarks, but the Franchise Agreement does not require us to take any action. You must take reasonable steps, without compensation, to assist us with any action we undertake. Under the Franchise Agreement we are not required to defend you against a claim based on your

use of our trademarks, nor will we reimburse you for your liability. You may also be required to reimburse us for liability arising out of your unauthorized use of any of our Trademarks.

We may change the Trademarks to be used in your business and require you to adopt new trademarks designated by us as if they were part of the Franchise Agreement at the time of its execution. You must comply with such a change immediately after we notify you that a Trademark is discontinued, modified or changed. We will have no liability or obligation as a result of the discontinuation, modification or change. You must not directly or indirectly contest the validity of our ownership of the Trademarks or our right to use or license our Trademarks, trade secrets, confidential information or business techniques that are part of our business. You must use the appropriate designations of ®, TM, and SM in advertising and promotions using the Trademarks.

ITEM 14.
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

"Manual" includes all documents that we provide you and in which we describe the System and our operational policies, protocols, standards, education, marketing, requirements and practices, including those whose tables of contents are included in Exhibit I. Depending on the programs offered in your Franchised Business you will have the right to use several of our Manuals. We have obtained copyright protection for several pieces of the Manual.

In addition, we claim copyrights in the entire Manual and in our website and the information contained in the Manual or on our website is confidential and proprietary. The use of the Manual is limited only to you and your representatives for the purpose of operating the Franchised Business. You, your owners, representatives, and employees must keep confidential during and after the term of the Franchise Agreement all information contained in the Manual. You are responsible for ensuring that your owners, representatives, and employees maintain the confidentiality of our Training Protocols, Manual and other proprietary information and you must obtain from them Confidentiality and Non-Solicitation Agreements in the forms attached to the Franchise Agreement. You can only use the information in the Manual in performing services during the term of, and directly in connection with the operation of, your franchise.

Our Business Acceleration Program and our Level 1, 2 and 3 Certification Courses for Trainers and our Managers Education curriculum are part of the Manual and it includes a detailed resource for athlete handouts, business operations, best practices, equipment selection, staff hiring and development, trainer education, software applications, social media, sales and marketing, and brand standards.

There is no current material determination of, or any material proceeding pending in, the United States Patent and Trademark Office, the United States Copyright Office, or a court regarding these copyrights. No agreement limits the use of any of these copyrights. You must tell us immediately if you learn about an infringement or challenge to our use of these copyrights. We have no obligation to defend you against claims arising from your use of copyrighted items or to indemnify you for any expenses or damages in a proceeding involving a copyright we license to you. We will control all litigation, and we will take the action that we think appropriate, but we have no obligation to take any action. You also agree not to contest these or other trade secrets.

If we decide to add, modify, or discontinue the use of an item or process covered by a copyright, you must also do so, including potentially, the requirement that you purchase additional equipment. We have no obligation to reimburse you for any costs or expenses incurred by you in complying with this obligation.

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

We do not require that you personally supervise the Franchised Business. However, we do require "on premises" supervision. If you will operate a Training Center you must have a General Manager, Assistant Manager, Sales & Marketing Manager or Membership Sales Consultant (the "Manager") as well as a Director of Sports Performance Training or Head Trainer. You, your Manager or Head Trainer shall, individually or collectively, serve as the "on premises" supervisor. Your Manager and Head Trainer must be appointed and approved by us at least 30 days before the Grand Opening of the Franchised Business and fully trained and certified before you open. Your Manager and Head Trainer shall successfully complete our initial training requirements including earning the respective Trainer Level 1 and Level 2 Certifications and Manager Education curriculum and shall complete all additional training as we may reasonably designate, prior to opening the Training Center. The Head Trainer must earn the Level 3 and ACL Bridge Certifications the next time the courses are offered. We do not require that your Manager or Head Trainer have an ownership interest in the Training Center.

You and your owners, guarantors, officers, directors, managers, trainers, employees, agents or any other individual or entity related to, or controlled by you must not disclose or use our confidential information except to operate your Franchised Business. You must obtain from all these persons and deliver to us Confidentiality and Non-solicitation Agreements in the forms attached to the Franchise Agreement. You and anyone that at any time holds a 20% or greater equity interest in you, your guarantors, and your Manager, must also abide by the covenant not to compete described in Item 17.

All individuals and their spouses or entities who, now or in the future, directly or indirectly, own a 20% or greater interest in you if you are a corporation, limited liability company, partnership, or a similar entity must execute the form of personal guaranty attached to the Franchise Agreement as Appendix I. In addition, if we are entering into the Franchise Agreement with you totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or entity who directly or indirectly owns less than a 20% interest in the franchisee, that person or entity must also execute the form of personal guaranty. Furthermore, any individual and their spouse or entity that at any time after the date of the Franchise Agreement, directly or indirectly acquires a 20% or greater interest in the franchisee must execute the form of personal guaranty within 10 days from the date such person or entity acquires the 20% or greater interest in the franchisee.

ITEM 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer only those products and services that we approve, except as stated in the following paragraph. You must offer all products and services that we designate as required for franchisees offering the Training Programs you will offer. You must operate in conformity with the methods, standards and specifications required by us to maintain uniformity within our franchise system. You must not deviate from our standards and specifications without our prior written consent. Our training programs and protocols may only be used with approved equipment obtained from us or preapproved suppliers. We have the right to add to the required products and services that you are required to offer.

You may not, without our prior written consent, offer or sell any other product or service that is similar to the Products listed in the Franchise Agreement on Appendix A, provided, however, that you may continue offering all the products and services that you offered at the Franchised Location before the date of the Franchise Agreement. We will generally approve products and services that are compatible or complimentary with the Athletic Republic® System and brand image as long as they do not compete with the Athletic Republic® products and services and do not affect the system negatively. Physical therapy, sports nutrition, and sports psychology services, along with turf rental and sport-specific camps are examples of approved services your Training Center may offer in addition to Athletic Republic Training programs. You may sell the Athletic Republic® Training Programs to any consumer.

ITEM 17.
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Agreements	Summary
a. Length of the franchise term	Section 3 – Franchise Agreement Section 4 – Area Development Agreement	Initial Term is 11 years from the date you sign the Franchise Agreement. Term depends on the number of Training Centers to be developed under the Area Development Agreement as specifically set forth in Appendix B.
b. Renewal or extension of the term	Section 3 – Franchise Agreement	You can renew the Franchise Agreement for 2 additional 5-year periods. No renewal rights under the Area Development Agreement.
c. Requirements for you to renew or extend	Section 3 – Franchise Agreement	You must be in good-standing, be current on all financial reporting and obligations, pay the renewal fee and meet the requirements for renewal or extension and sign our then-current form of franchise agreement (modified to reflect that the agreement relates to the grant of a renewal), the terms of which may be materially different from your original franchise agreement, including higher Royalty, Marketing or other fees and modifications to the Protected Territory.
d. Termination by you	Not Applicable	You may terminate under any grounds available by law.
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	Section 2 – Franchise Agreement Section 13 – Franchise Agreement Section 6.B – Area Development Agreement	If you and we are unable to agree upon a site within 150 days or open the Training Center within 365 days from the execution of the Franchise Agreement, we shall have the right to terminate the Franchise Agreement. We can terminate the Franchise Agreement and the Area Development Agreement only if you default or fail to comply with your obligations. The Franchise Agreement and Area Development Agreement contain cross-default provisions.
g. "Cause" defined – curable defaults	Section 13.A – Franchise Agreement Section 6.B – Area Development Agreement	Thirty (30) day cure of noncompliance with Franchise Agreement and Area Development Agreement requirements, except those provided below.
h. "Cause" defined - non-curable defaults	Section 13.B – Franchise Agreement	Non curable defaults: misrepresentation in your franchise application; abandonment; loss of lease; unauthorized use of the Confidential Information; violation of not to compete; insolvency; Trademark misuse; conviction of a felony; do not pay the appropriate Royalty, Marketing or BOS Fees; fail to secure a site; fail to open; fail to order the equipment; fail to take delivery; intentionally understating or underreporting Gross Sales or Royalties or any understatement or 5% variance on a later audit within any 3 year period; unauthorized transfer; and offering Training Programs at unauthorized locations; you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the

Provision	Section in Agreements	Summary
		appointment of a trustee or receiver for you or the Franchised Business; or if proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within 60 days, or a trustee or receiver is appointed for you or the Franchised Business without your consent, and the appointment is not vacated within 60 days. Insolvency or general assignment for the benefit of creditors, appointment of a receiver of your property, a final judgment remains unsatisfied of record for 30 days or longer, execution is levied against your business or property, suit to foreclose any lien or mortgage against your premises or equipment is instituted against you and is not dismissed or in the process of being dismissed within 30 days, failure to meet the Development Schedule, or notice of termination of a franchise agreement.
	Section 6.B – Area Development Agreement	
i. Your obligations on termination/non-renewal	Section 14 – Franchise Agreement	The post termination obligations include: de-identification, payment of amounts due, return of cords and manuals, adherence to the confidentiality and non-compete provisions, and our right to buy-back the equipment acquired through us. You lose all remaining rights to develop Training Centers. We may terminate all franchise agreements and any other agreements between you or your affiliates and us, and we may have the right, exercisable in our sole discretion, to purchase from you all or part of the assets used in the Training Centers that have been developed prior to the termination of the Area Development Agreement (also see below). We may modify the Protected Territories under the franchise agreements that are not terminated. Other obligations include those obligations noted above if existing Franchise Agreements are also terminated, plus payment of liquidated damages (subject to state law).
	Sections 7.A-F – Area Development Agreement	
j. Assignment of contract by us	Section 12.C – Franchise Agreement Section 8.A – Area Development Agreement	No restriction on our right to assign.
k. "Transfer" by you - defined	Section 12.A – Franchise Agreement	Any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by your disability or death (for the Franchise Agreement) or by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of the Franchise Agreement, Area Development Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets used to operate the Franchised Business, or of any interest in you, or, for the Franchise Agreement, if you are a corporation, partnership, limited liability company or other entity, a transfer, pledge, assignment, or other disposition of 50% or more of any interest in your entity.
	Section 8.B – Area Development Agreement	
l. Our approval of transfer by you	Section 12 – Franchise Agreement Section 8.B – Area Development Agreement	We have the right to approve all transfers but will not unreasonably withhold our consent.
m. Conditions for our approval of transfer	Section 12.A – Franchise Agreement	(i) You have first tendered to us the right of first refusal and we do not exercise such right; (ii) the assignee must meet all of our then-current requirements for any potential new franchisee at the time of the proposed Transfer, including but not limited to: they pass our background check for financial stability, have

Provision	Section in Agreements	Summary
		not been personally bankrupt; have not committed a felony, are not currently a competitor, have a net worth of more than $500,000, and is prepared to follow the Athletic Republic system; (iii) you are in full compliance with all your obligations under any Franchise Agreements and any other agreements executed between you and us or our affiliates, and all your debts and financial obligations to us and our affiliates, your suppliers and your landlord are current; (iv) you and your owners execute a written agreement in a form satisfactory to us in which you and your owners covenant to observe all applicable post-term obligations and covenants contained in the Franchise Agreement; (v) the proposed transferee executes our then-current standard form of franchise agreement (modified to reflect that the agreement relates to a Transfer), the terms of which may differ from the Franchise Agreement (including different fees, marketing contributions, and Protected Territory); (vi) the proposed transferee agrees in writing to perform such maintenance, remodeling and re-equipping of the Franchised Business that we determine necessary to bring the Franchised Business in compliance with our then-current standards, regardless of the cost of such modernizations and/or replacements; (vii) before the date of the proposed Transfer, the proposed transferee's Manager and Head Trainer successfully complete such training and instruction as we deem necessary; (viii) you and all holders of an interest in you execute a general release; (ix) you pay us a Transfer Fee of $10,000; (x) the new owner pays us the $38,000 On-Boarding Fee; and (xi) you comply with any other conditions that we reasonably require from time to time as part of our Transfer policies.
	Section 8.B – Area Development Agreement	You cannot transfer rights under the Area Development Agreement unless you transfer all of your rights and interests under all Franchise Agreements.
n. Our right of first refusal to acquire your business	Section 12.B – Franchise Agreement	We have the right of first refusal to acquire your Franchised Business. See o. below.
o. Our option to purchase your business	Sections 12.B and 14.B – Franchise Agreement	You will not directly or indirectly sell, assign, trade, transfer, lease, sublease, or otherwise dispose of any interest in or any part of the equipment that we sell to you under the Equipment Purchase Agreement and any other equipment and any accessories that you later acquire from us or that are required by us without first offering the same to us in writing at a price equal to the higher of (i) the net book value of the equipment depreciated to the maximum extent permitted by applicable law or (ii) the amount offered to you by the approved third party. Upon our receipt of written notice specifying the proposed price and terms of the proposed sale or transfer, we will give you written notice within 60 business days after we receive the notice, which will either waive our right of first refusal to purchase or will state an interest in negotiating the purchase according to the proposed terms. If you and we begin negotiations pursuant to Section 12.B of the Franchise Agreement, you may not sell to a third party for at least 90 days or until we and you agree in writing that the negotiations have terminated, whichever occurs last. If we waive our right to purchase, you will have the right to complete the sale or transfer of the equipment according to the terms set forth in the written notice to us, but not upon more favorable terms to the proposed buyer. If you desire to sell, transfer, or assign any of the equipment to any proposed buyer upon terms more favorable than those which you have offered to us, you may not do so without first offering such equipment to us upon such more favorable

Provision	Section in Agreements	Summary
		terms in accordance with the provisions of Section 12.B of the Franchise Agreement. Any such sale, transfer, or assignment to a third party is limited to operators which hold a valid franchise or licensee agreement with us and is expressly subject to the provisions in Section 12 of the Franchise Agreement. In addition, upon the expiration or termination of the Franchise Agreement we have the right to purchase or designate a third party that to purchase all or any portion of the equipment purchased by you in the Equipment Purchase Agreement and any other equipment and any accessories that you subsequently purchased from us or that are required by us. We will have 60 days from the date of termination or expiration to notify you of our decision to exercise our rights under Section 14.B. In the event of termination, the purchase price for the assets we, or our designated party, decide to purchase shall be equal to the lesser of the Net Depreciated Book Value determined in accordance with Generally Accepted Accounting Principles in the United States or 35% of the purchase price paid by you for such asset. In the event of expiration, the purchase price for the assets we or our designated party decide to purchase shall be equal to the greater of the Net Depreciated Book Value determined in accordance with Generally Accepted Accounting Principles in the United States or (i) 10% of the purchase price paid by you for such assets if the expiration occurs at the end of the initial term or (ii) 5% of the purchase price paid by you for such assets if the expiration occurs at the end of a renewal term. Your rights to the software provided in return for payment of the BOS Fee will terminate and there is no re-purchase value assigned to the ART software, the Business Acceleration Program, the Marketing and Promotional Materials, Interior Graphics, Grand Opening Marketing, any of the balance, slam, reaction or medicine balls, the 3PQ computer and software, AR Vision, Ground-Based training equipment, or the Recovery and Health equipment. You will be responsible for all travel expenses, equipment packaging, removal and freight charges (including the specialized tools required for disassembly) equipment purchased or recovered from your Franchised Business. These expenses typically run from $6,000 to $20,000. We will charge you the amount to perform the services or deduct the total amount of the expenses we incur from the purchase price we must pay you if we exercise our purchase option. We require that your landlord and anyone providing you financing to buy, lease or otherwise obtain the equipment required by us must agree to our rights to re-purchase the equipment granted in Sections 12.B and 14.B of the Franchise Agreement and include the Lease Stipulations in the Franchise Agreement, Appendix J, in your lease. You must provide us with copies of the draft of your lease and the documents to be executed between you and any person or entity providing you the financing including such provision. You may not execute such documents before we provide our written approval to the provision referenced in this paragraph. If you fail to comply with these obligations and as a result our rights under Sections 12.B or 14.B of the Franchise Agreement are affected, you must pay us $75,000 as liquidated damages.
	Section 7.E – Area Development Agreement	

Provision	Section in Agreements	Summary
		The right to purchase is qualified under the Area Developer Agreement depending on the reason for the termination of the Area Development Agreement.
p. Your death or disability	Section 12.A – Franchise Agreement	Treated as any other transfer. If the rights to the Franchise is transferred to an immediate family member, there would be no Transfer Fee payment required.
q. Non-competition covenants during the term of the franchise	Section 11.A – Franchise Agreement	No involvement in competing business at any location, except that you may continue operating any business that you were operating at the time of execution of the Franchise Agreement (provided that you disclosed such businesses to us before signing the Franchise Agreement) (subject to applicable state law).
r. Non-competition covenants after the franchise is terminated or expires	Section 11.B – Franchise Agreement	You, anyone that at any time holds a 20% or greater equity interest in you, your guarantors, Manager and your Head Trainer, are not permitted to be involved with a competing business for 2 years after the termination, transfer or expiration of the Franchise Agreement: (i) at your former Franchised Business location; (ii) within the Protected Territory; (iii) at any franchised or licensed business location or any facility using the Trademarks, the Patents Rights or the System (whether it is owned by us or our affiliates or whether it is a licensed or franchised facility) in operation or under construction as of the date of termination, expiration or transfer (each an "Existing Location"); (iv) or within a 25-mile radius of any Existing Location (subject to applicable state law). For a period of 2 years after the transfer, or the expiration or termination of the Franchise Agreement, no solicitation of any current, former, or prospective customer of the Franchised Business or any other customer of whom you have become aware as a result of your access to our System or other franchisees for any competitive purpose.
s. Modification of the agreement	Sections 8.E, 8.F and 14.A – Franchise Agreement Section 10.D – Area Development Agreement	No modifications to the Franchise Agreement or the Area Development Agreement generally. The Trademarks, the Manuals, the System or parts of the System, or other requirements are subject to change by us as stated in the Franchise Agreement or the Area Development Agreement.
t. Integration / merger clause	Section 16.E – Franchise Agreement Section 10.D – Area Development Agreement	Only the terms of the Franchise Agreement and Area Development Agreement are binding (subject to state law). Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
u. Dispute resolution by arbitration or mediation	Section 15 – Franchise Agreement Section 9.B – Area Development Agreement	Except for certain disputes listed in Sections 15 of the Franchise Agreement and 9 of the Area Development Agreement, all disputes must be mediated and if not resolved by mediation, then submitted for binding arbitration in Salt Lake City, Utah under the auspices of the American Arbitration Association (subject to applicable state law).
v. Choice of forum	Section 15.D – Franchise Agreement Section 9.D – Area Development Agreement	Litigation must be brought in the United States District Court for the District of Utah or the State courts located in Salt Lake City, Utah (subject to applicable state law).
w. Choice of law	Section 15.A Section 9.A – Area Development Agreement	Except to the extent the United States Trademark Act of 1946 applies, the franchise relationship will be governed by the laws of the state of Utah (subject to applicable state law).

ITEM 18.

PUBLIC FIGURES

While Athletic Republic has trained many great collegiate, Olympic and Professional athletes, it does not compensate any public figure to promote its Brand or franchise system.

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 19 includes a historic representation of the past performance of Athletic Republic training centers. As of December 31, 2025, we had 41 open U.S. franchised Training Centers, plus 13 license locations and 5 international locations.

Table 1 below contains the Training Center's real estate format, Athlete Density, Total Revenue, Gross Sales from Athletic Republic Services, and the square footage of the Athletic Republic training space from 24 of the 41 open U.S. Franchise Training Centers (the "Training Center Study Group") that were each open at the start of the 2025 calendar year under the same ownership and have granted us access to their Mindbody and/or AR Baseline software for online scheduling and point-of-sale transactions.

Excluded from this Item 19 are 17 open Training Centers, of which: eight began operations during 2025; eight operated only during after-school hours or less than 35 hours per week; and one is a non-revenue businesses dedicated to training national, elite or university teams and athletes..

Table 2 presents the high, low, average, and median financial performance of the Training Center Study Group for comparison.

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

Table 1

ATHLETIC REPUBLIC 2025 TRAINING CENTER PERFORMANCE							
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
STUDY GROUP[1]	**REAL ESTATE FORMAT[2]**	**ATHLETE DENSITY IN 10 MILE RADIUS[3]**	**2025 TOTAL REVENUE[4]**	**2025 AR GROSS SALES[5]**	**AR GROSS SALES / ATHLETE DENSITY[6]**	**AR SQ. FT.[7]**	**AR GROSS SALES / SQ. FT.[8]**
Training Center 1	Flex	20,000	$504,667	$504,667	$25	5,400	$93
Training Center 2	CoLo - SportsPlex	19,000	$1,503,320	$337,022	$18	9,000	$37
Training Center 3	Flex	18,000	$497,043	$352,014	$20	8,500	$41
Training Center 4	Flex	16,500	$303,524	$303,524	$18	6,000	$51
Training Center 5	Strip Retail	16,000	$430,223	$430,223	$27	3,600	$120
Training Center 6	Flex	15,800	$317,272	$317,272	$20	3,800	$83
Training Center 7	CoLo - Health Club	15,500	$2,554,208	$1,560,862	$101	8,000	$195
Training Center 8	Flex	15,000	$214,531	$213,401	$14	8,000	$27
Training Center 9	CoLo-SportsPlex	14,000	$444,275	$376,504	$27	6,000	$63
Training Center 10	Strip Retail	12,000	$326,602	$217,224	$18	5,300	$41
Training Center 11	Flex	11,100	$386,992	$275,132	$25	5,150	$53
Training Center 12	Strip Retail	11,000	$185,395	$185,395	$17	4,800	$39
Training Center 13	Flex	10,000	$769,116	$398,371	$40	6,700	$59
Training Center 14	Flex	9,000	$317,377	$271,262	$30	3,350	$81
Training Center 15	Free Standing	8,900	$365,443	$276,223	$31	3,000	$92
Training Center 16	Strip Retail	7,500	$183,725	$183,725	$24	3,650	$50
Training Center 17	Strip Retail	7,200	$148,857	$148,857	$21	3,050	$49
Training Center 18	CoLo - Wellness Center	6,600	$2,521,325	$432,739	$66	5,000	$87
Training Center 19	Flex	5,100	$248,249	$238,802	$47	3,400	$70
Training Center 20	Sprip Retail	5,000	$304,147	$304,147	$61	4,200	$72
Training Center 21	CoLo - Wellness Center	4,800	$866,343	$209,993	$44	4,200	$50
Training Center 22	CoLo - SportsPlex	3,300	$258,288	$199,998	$61	4,000	$50
Training Center 23	CoLo - Health Club	1,400	$728,593	$541,964	$387	3,000	$181
Training Center 24	Strip Retail	1,200	$445,650	$445,650	$371	2,500	$178

TABLE 1 NOTES:

(1) The Training Center Study Group includes twenty-four (24) Athletic Republic® Training Centers with 2025 performance data on each Training Center.

(2) The flexibility of the Athletic Republic model allows Training Centers to be located in a strip retail center, flex or light industrial space, or Co-Located within a SportsPlex, Ice Rink, Community Recreation Center, Baseball Training Facility, Health Club, Wellness Center, Office Building, Physical Therapy Clinic or Sports Medicine Center.

(3) Athlete Density is the number of athletes Athletic Republic considers potential customers attending Middle School or High School in a 10-mile or 25-minute radius of the Training Center. This geographic area has historically provided 70-75% of the student-athlete customers to the Training Center.

The student enrollment data is collected for Middle Schools and High Schools located within a 10-mile radius of the Training Center. The total enrollment is then multiplied by 30%, which represents half of the student athletes participating in organized sports.

Adults likely to participate in Athletic Republic fitness programs are not included in the calculations.

(4) Total Revenue is the amount of revenue from all sources, including Athletic Republic® Gross Sales, and other sources of revenue that are not considered Athletic Republic Products or Services, that the franchise owner/operator generated through the business in 2025.

(5) AR Gross Sales is defined as the total revenues and receipts collected by the Training Center from the sale of any of the Products or any Services and merchandise related to the Products or in any way utilizing

any part of our proprietary Manuals or protocols or use of the Athletic Republic® brand either inside or outside the Training Center. Training Centers pay Royalties on AR Gross Sales, not on Total Revenue.

(6) AR Gross Sales generated per Potential Athlete is calculated by dividing the Training Center's 2025 AR Gross Sales (Column 5) by the Athlete Density (Column 3) to establish a baseline measure for a Training Center's performance against its market opportunity.

(7) The amount of Square Footage allocated to Athletic Republic training includes any pro-rated share of reception, office, storage, and bathrooms.

(8) The annual Gross Sales per square foot is determined by dividing the 2025 AR Gross Sales (Column 5) by the AR Square Footage allocation (Column 7).

Table 2

ATHLETIC REPUBLIC 2025 TRAINING CENTER PERFORMANCE - ANALYSIS							
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
STUDY GROUP		**ATHLETE DENSITY IN 10 MILE RADIUS**	**2025 TOTAL REVENUE**	**2025 AR GROSS SALES**	**AR GROSS SALES / ATHLETE DENSITY**	**AR SQ. FT.**	**AR GROSS SALES / SQ. FT.**
High in Study Group		20,000	$2,554,208	$1,560,862	$371	9,000	$181
Average in Study Group		10,579	$617,715	$363,540	$63	4,983	$78
Median in Study Group		10,500	$408,608	$310,710	$29	4,500	$61
Low in Study Group		1,200	$148,857	$148,857	$27	2,500	$27
Top 2 Quartiles - Average (AR Gross Sales)*		12,708	$910,852	$492,557	$93	5,792	$97
Bottom 2 Quartiles - Average (AR Gross Sales)*		9,767	$351,018	$260,963	$35	4,492	$65

TABLE 2 NOTES:

The data presented in Table 2 considers the information in each column independent of another column and provides aggregated insights of Average and Median performance for the full year of 2025. The Median represents the middle number of which half of the included Training Centers exceeded the number and which half did not. * The Quartile ranking for all attributes is based on the Training Centers Athletic Republic Gross Sales ranking (Column 5).

The averages presented above are calculated by adding the Total Revenue/AR Gross Sales of the 24 Training Centers and dividing by 24. Of the 24 Training Centers, 6 (or 25%) exceeded the Total Revenue Average and 8 (or 33%) exceeded the AR Gross Sales Average.

Some outlets have sold this amount. Your individual results may differ. There is no assurance you'll earn as much.

The financial performance representations do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Franchised Business. Franchisees or former franchisees may be one source of this information.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 CEO, Charlie Graves at 3126 Quarry Road, Suite F, Park City, Utah 84098, 435-647-9000, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

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

Column 1 Outlet Type	Column 2 Year	Column 3 U.S. Outlets Open at the Start of the Year	Column 4 U.S. Outlets Open at the End of the Year	Column 5 Net Change
Franchised	2023	37	38	1
	2024	38	41	1
	2025	41	41	0
Company Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2023	37	38	1
	2024	38	40	3
	2025	40	41	0

* In addition, we have thirteen (13) licensed outlets and five (5) International Outlets operating in Australia, Canada, and Japan.

Table No. 2
Transfer from Franchisees to New Owners (Other than the Franchisor)
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Indiana	2023	0
	2024	1
	2025	0
New Jersey	2023	1
	2024	0
	2025	0
Texas	2023	1
	2024	0
	2025	1
Total	2023	2
	2024	1
	2025	1

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

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Open Outlets at End of the Year
Arkansas	2023	1	0	1	0	0	0	1
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Arizona	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
California	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Connecticut	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
Florida	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	1	2
	2025	2	0	0	0	0	1	1
Georgia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	2
Indiana	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
	2025	4	0	0	0	0	2	2
Iowa	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kentucky	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Maryland	2023	3	0	0	1	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Massachusetts	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Minnesota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Open Outlets at End of the Year
Missouri	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nevada	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
New Jersey	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New York	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	1	1
North Carolina	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
North Dakota	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Ohio	2023	3	0	0	0	0	1	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Oregon	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Pennsylvania	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
South Dakota	2023	1	0	0	0	0	0	1
	2024	1	2	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Tennessee	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Texas	2023	0	2	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Utah	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	1	3
	2025	3	0	0	0	0	0	3
Total	2023	**37**	**4**	**1**	**1**	**0**	**1**	**38**
	2024	**38**	**6**	**0**	**0**	**0**	**3**	**40**
	2025	**40**	**5**	**0**	**0**	**0**	**4**	**41**

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

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Licensees	Column 6 Outlets Reacquired from Franchisees	Column 7 Outlets Closed	Column 8 Outlets Sold to Franchisees	Column 9 Co-Owned Outlets at End of the Year
Total	**2023**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**0**	**0**	**0**	**0**	**0**	**0**

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

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Arizona	0	1	0
California	0	1	0
Florida	0	1	0
Georgia	0	1	0
Illinois	0	1	0
New Hampshire	1	0	0
New York	1	1	0
Pennsylvania	1	0	0
South Dakota	1	0-	0
Texas	2	1	0
Virginia	1	0	0
TOTALS	**7**	**7**	**0**

Exhibit F lists the names of all current franchisees and licensees and the address and telephone number of each of their outlets, and the name, city and state, and current business telephone number, or if unknown, the last known telephone number of every franchisee or licensee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 years, in some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak to current and former franchisees but be aware that not all of those franchisees will be able to communicate with you.

There is no franchisee organization associated with the franchise system created, sponsored, or endorsed by us. No franchisee organization associated with the franchise system has requested to be included in this disclosure document.

ITEM 21.
FINANCIAL STATEMENTS

Attached as Exhibit E are copies of our audited financial statements for the fiscal years ended December 31, 2023, 2024 and 2025. Our fiscal year end is December 31.

ITEM 22.
CONTRACTS

A copy of the Franchise Agreement (and all exhibits to it) is attached as Exhibit C. A copy of the Area Development Agreement (and all exhibits to it) is attached as Exhibit D. A copy of the Franchisee Questionnaire is attached as Exhibit G. A copy of the Confidential Disclosure Agreement is attached as Exhibit H.

ITEM 23.
RECEIPT

You will find copies of a detachable receipt at the very end of this disclosure document.

EXHIBIT A
STATE SPECIFIC ADDENDA TO ATHLETIC REPUBLIC®
DISCLOSURE DOCUMENT

ADDENDUM TO ATHLETIC REPUBLIC®
DISCLOSURE DOCUMENT FOR THE
STATE OF CALIFORNIA

The following information applies to franchises and franchisees subject to California statutes and regulations. The Item number corresponds to those in the main body. **The registration of this offering does not constitute approval, recommendation, or endorsement by the commissioner.**

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal.

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

3. The Franchise Agreement contains covenants not to compete which extend beyond the termination of the agreement. These provisions may not be enforceable under California law.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending of a franchise. If the Franchise Agreement contains provisions that are inconsistent with the law, the law will control or expelling such persons from membership in such association or exchange.

6. The franchise agreement requires binding arbitration. The arbitration will occur in Utah.

7. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

9. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of the Initial Franchise Fee from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the Development and Initial Franchise Fee attributable to a specific unit in your development schedule is deferred until that unit is open.

10. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

11. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code

31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

12. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

13. OUR WEBSITE www.athleticrepublic.com HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION OR AT WWW.DFPI.CA.GOV.

14. Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable: (a) representations made by the franchisor or its personnel or agents to a prospective franchisee; (b) reliance by a franchisee on any representations made by the franchisor or its personnel or agents; (c) reliance by a franchisee on the franchise disclosure document, including any exhibit thereto; or (d) violations of any provision of this division.

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ADDENDUM TO ATHLETIC REPUBLIC®
DISCLOSURE DOCUMENT FOR THE
STATE OF ILLINOIS

The following information applies to franchise and franchisees subject to the Illinois Franchise Disclosure Act of 1987. Item numbers correspond to those in the main body:

1. Items 5 and 7

Payment of Initial Franchise and Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

2. Item 17

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Illinois law, 815 ILCS 705/41, provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void. Therefore, any condition, stipulation, or provision in the Franchise Agreement or Area Development Agreement purporting to bind Illinois franchisees to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

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

ADDENDUM TO ATHLETIC REPUBLIC®
FRANCHISE DISCLOSURE DOCUMENT FOR THE
STATE OF MARYLAND

The following information applies to franchises and franchisees subject to Maryland statutes and regulations. The Item number corresponds to those in the main body.

Item 5 - Initial Fees

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

Item 17 - General Release; Termination

Item 17 of the disclosure document is revised to include the following:

General Release. The general release required as a condition of renewal and/or assignment, as well as any other provision of the Franchise Agreement which may be construed to contain or require a general release, will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Termination by Athletic Republic, Inc. The Franchise Agreement provides for termination if you are insolvent under any applicable state or federal law. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Statute of Limitations. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Any representations that require the waiver of the occurrence and/or acknowledgment of the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law are not intended to, nor shall they act as, a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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.

NOTICE MANDATED BY SECTION 8 OF
MICHIGAN'S FRANCHISE INVESTMENT ACT

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.

Franchisees have the right to request that franchisor arranges for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow. The escrow agent shall be a financial institution authorized to do business in the State of Michigan. The escrow agent may release to the franchisor those amounts of the escrowed funds applicable to a specific franchisee upon presentation of an affidavit executed by the franchisee and an affidavit executed by the franchisor stating that the franchisor has fulfilled its obligation to provide real estate, improvements, equipment, inventory, training, or other items. The escrow agent may also perform partial releases of escrowed funds upon receipt of affidavits of partial fulfillment of the franchisor's obligation.

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

Any questions regarding this notice should be directed to:

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
525 W. Ottawa Street
Williams Building, 1st Floor
Lansing, Michigan, 48933
Telephone Number (517) 373-7117

ADDENDUM TO ATHLETIC REPUBLIC®
DISCLOSURE DOCUMENT FOR THE
STATE OF MINNESOTA

The following information applies to franchises and franchisees subject to Minnesota statutes and regulations. The Item number corresponds to those in the main body.

Items 5 and 7

Items 5 and 7 of the disclosure document are amended to state that payment of the Initial Franchise Fee under the Franchise Agreement is deferred until the franchisee commences doing business and payment of the area development fee is deferred until the first franchise is opened.

Item 13

Item 13 of the disclosure document is amended to state that we will protect your right to use the Trademarks and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Trademarks when your right to use the Trademarks requires protection.

Item 17

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

The disclosure document is amended to state that we will comply with Minn. Stat. 80C.14 subdivisions 3, 4, and 5, which require, except in certain specific cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release. The disclosure document is modified accordingly to exclude claims under the Minnesota Franchise Law.

Minn. Rule 2860.4400J prohibits a franchisor from requiring a franchisee to consent to termination penalties or liquidated damages. Therefore, the requirement that the franchisee consent to termination penalties or liquidated damages is deleted from Items 10, 11, 17(i), 17.(o) and from any other place it appears in the disclosure document.

Minn. Rule 2860.4400J prohibits a franchisor from requiring a franchisee to waiver its rights to a jury trial or to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Therefore, the requirement that the franchisee waive its right to a jury trial is deleted from the Franchise Agreement and from any other place it appears in the disclosure document.

Any claims arising under the Minnesota Franchise Law must be brought within 3 years after the grant of the Franchise Agreement.

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

the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

ADDENDUM TO ATHLETIC REPUBLIC®
DISCLOSURE DOCUMENT FOR THE
STATE OF NEW YORK

The following information applies to franchises and franchisees subject to New York statutes and regulations. The Item number corresponds to those in the main body.

Cover Page.

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

Item 3. Neither we, our affiliates nor any person identified in Item 2 of this disclosure document:

A. 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, including 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.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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.

C. 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.

Item 4.

In the prior 10-year period immediately before the date of this disclosure document, neither the franchisor, nor its predecessor or officers has (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its

debts under the U.S. Bankruptcy Code during or within 1 year after the officer of the franchisor held this position in the company or partnership, except as noted in Item 4.

Item 5.

The Initial Franchise Fee will be used to cover our expenses with regards to our pre-opening obligations. We deposit your initial franchise fee into our general bank account and use it for our general corporate purposes. If there is any amount left over, we will use the funds for our own uses, and in our complete discretion.

Item 17. Item 17 of the disclosure document is modified as follows:

1. At the top of such table the following statement will be included:

   THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

2. The following is added to the end of the "Summary" provision c. titled "Requirements for franchisee to renew or extend," and provision 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.

3. Provision d. is amended to include the sentence: "The franchisee may terminate the agreement upon any grounds available by law.

4. The following is added to the end of the "Summary" section of provision j. titled "Assignment of contract by franchisor":

   However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

5. The following is added to the end of the "Summary" sections of provision v. titled "Choice of forum", and provision w. titled "Choice of law":

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

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a

franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

ADDENDUM TO ATHLETIC REPUBLIC®
DISCLOSURE DOCUMENT FOR THE
STATE OF NORTH DAKOTA

The disclosure document for use in the State of North Dakota is hereby modified as follows:

1. Items 5 and 7 of the disclosure document are amended to state that payment of the Initial Franchise Fee is deferred until the date we ship your Fitness Equipment.

2. The North Dakota Securities Commissioner has determined that it is unfair and inequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to sign a general release upon renewal of the Franchise Agreement. Therefore, the requirement that the franchisee signs a release upon renewal of the Franchise Agreement is deleted from Item 17(c) and from any other place it appears in the disclosure document.

3. The North Dakota Securities Commissioner has determined that it is unfair and inequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to consent to termination or liquidated damages. Therefore, the requirement that the franchisee consent to termination or liquidated damages is deleted from Items 10, 11, 17(i), 17(o), and from any other place it appears in the disclosure document.

4. Item 17(r) is revised to provide that covenants not to compete, such as those mentioned in Item 17(r) of the disclosure document are generally considered unenforceable in the state of North Dakota.

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

ADDENDUM TO ATHLETIC REPUBLIC®
DISCLOSURE DOCUMENT FOR THE
STATE OF SOUTH DAKOTA

The following information applies to franchises and franchisees subject to South Dakota statutes and regulations. The Item number corresponds to those in the main body.

Items 5 and 7. Based upon the franchisor's financial condition, South Dakota has required a financial assurance. Therefore, the Initial Franchise and, if applicable, Development Fees owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

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

ADDENDUM TO ATHLETIC REPUBLIC®
DISCLOSURE DOCUMENT FOR THE
STATE OF VIRGINIA

The following information applies to franchises and franchisees subject to Virginia statute § 13.1-564. The Item number corresponds to those in the main body.

Item 5. Item 5 of the disclosure document is amended to state that "the Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Initial Franchise Fee owed by franchisees to the franchisor until the date the franchisor has completed its pre-opening obligations under the Franchise Agreement."

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Athletic Republic, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h.

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

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

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

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

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

    As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

_____	_____
Signature of Franchisor Representative	Signature of Franchisee Representative
_____	_____
Title of Franchisor Representative	Title of Franchisee Representative

Instructions for franchisors:

- **This addendum should also be used as an addendum to any development agreement.**
- **The Division does not object to a franchisor using a single addendum that modifies multiple agreements and documents (i.e., an addendum titled: "Washington Addendum to the Franchise Disclosure Document, the Franchise Agreement, the Development Agreement, and All Related Agreements").**

ADDENDUM TO ATHLETIC REPUBLIC®
DISCLOSURE DOCUMENT FOR THE
STATE OF WISCONSIN

The following information applies to franchises and franchisees subject to the Wisconsin Fair Dealership Law. The Item number corresponds to those in the main body:

Item 17.

1. For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

2. For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

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

EXHIBIT B

LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
California Department of Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677

FLORIDA
Florida Department of Consumer Services
Mayo Building, Second Floor
Tallahassee, Florida 32399-0800
(904) 922-2770

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

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

INDIANA
Indiana Securities Division
(Administrator)
302 W. Washington Street, Room E111
Indianapolis, Indiana 46204
(317) 232-6531

KENTUCKY
Kentucky Office of the Attorney General
Consumer Protection Division
P.O. Box 2000
Frankfort, Kentucky 40602
(502) 573-2200

MARYLAND
Maryland Office of Attorney General
Division of Securities
200 St. Paul Place, 20th Floor
Baltimore, Maryland 21202-2020
(410) 576-6360

Registered Agent to Receive Service of Process
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN
Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Unit
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

MINNESOTA
Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEBRASKA
Nebraska Department of Banking & Finance
1200 North Street, Suite 311
P.O. Box 95006
Lincoln, Nebraska 68509-5006
(402) 471-3445

NEW YORK
New York Secretary of State
99 Washington Avenue
Albany, New York 12231
(518) 473-2492

New York State Department of Law
Investor Protection Bureau
28 Liberty St, 21st Floor
New York, New York 10005
(212) 416-8285

NORTH DAKOTA
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fifth Floor
Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

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

RHODE ISLAND
Chief Securities Examiner
Rhode Island Department of Business Regulation
Banking Division, Franchise Section
1511 Pontiac Ave. – Building 69-1
Cranston, Rhode Island 02920-440
(401) 222-3048

SOUTH DAKOTA
South Dakota Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, South Dakota 57501-2017
(605) 773-3563

TEXAS
Statutory Document Section
Texas Secretary of State
1019 Brazos Street, Room B05
Austin, Texas 78701
(512) 475-1769

UTAH
State of Utah
Division of Consumer Protection
P.O. Box 45804
Salt Lake City, Utah 84145-0804
(801) 530-6601

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

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON
State of Washington
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902- 8760

WISCONSIN
Wisconsin Commissioner of Securities
201 West Washington Ave., 3rd Floor
Madison, Wisconsin 53703
(608) 266-8818

EXHIBIT C

FRANCHISE AGREEMENT



THE ATHLETIC REPUBLIC® FRANCHISE AGREEMENT

BETWEEN

ATHLETIC REPUBLIC, INC.
3126 Quarry Road, Suite F
Park City, Utah 84098

and

_____
Name of Franchisee

_____
Street Address

_____
City State ZIP

FRANCHISED LOCATION:

_____

_____

_____

CONFIDENTIAL
© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

THE ATHLETIC REPUBLIC®
FRANCHISE AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS 1
2. GRANT OF FRANCHISE; FRANCHISED LOCATION. 3
3. TERM; RENEWAL RIGHTS 5
4. FRANCHISE FEES; FINANCIAL INFORMATION; AUDITS 6
5. TRADEMARKS, COPYRIGHTS AND PATENTS 9
6. MARKETING 10
7. FACILITY STANDARDS 12
8. OPERATIONAL STANDARDS 14
9. PERSONNEL STANDARDS 19
10. INDEMNIFICATION; INSURANCE 21
11. NON-COMPETE COVENANTS 22
12. TRANSFERS 23
13. DEFAULT; TERMINATION 25
14. POST-TERM OBLIGATIONS 26
15. DISPUTE RESOLUTION 28
16. MISCELLANEOUS 30

APPENDIXES A-K

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

THE ATHLETIC REPUBLIC®
FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is executed as of this ____ day of _____, 2026, between ATHLETIC REPUBLIC, INC., a North Dakota corporation with its principal place of business at 3126 Quarry Road, Suite F, Park City, Utah 84098 ("we" or "us") and _____, a(n) _____ _____ whose principal business address is _____ ("franchisee" or "you"). If the franchisee is a corporation, partnership, limited liability company or other legal entity, certain provisions in this Agreement also apply to its owners.

BACKGROUND:

A. We have developed a system to operate unique performance sports training centers providing evidence-based performance sports training standards, programs and equipment to help adults and athletes assess their capabilities, maximize their full athletic potential and improve upon the athletic skills defined by speed, power, strength, quickness, agility, proprioceptive awareness, stability, stamina, overall athleticism and fitness using a evidence-based training system and proprietary equipment currently under the Athletic Republic® trademark and other related trademarks.

B. We currently own the Athletic Republic® trademark and certain other trademarks, trade names, copyrights, service marks, trade dress, logos and commercial symbols used in the operation of the Athletic Republic® performance sports training centers.

C. We grant franchises to qualified candidates for the operation of training centers to offer our Training Programs.

D. You have had an adequate opportunity to be thoroughly advised of the provisions of this Agreement and our disclosure document and have had sufficient time and opportunity to evaluate and investigate our system and the operating procedures and financial requirements associated with this system as well as the competitive performance sports training marketplace.

E. You desire to operate a Franchised Business under the provisions of this Agreement and in compliance with our uniformity requirements and quality standards as established and updated by us from time to time.

AGREEMENTS:

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

1. DEFINITIONS: For purposes of this Agreement, the terms below have the following definitions:

A. "ART" stands for Athletic Republic Technology used to manage the Training Center's point of sale, scheduling and reporting systems as well as to capture, monitor and assess an athlete's development.

B. "Brand Standards" means our approved guidelines and usage requirements for utilizing our Trademarks in any way which may be modified from time to time in our sole discretion.

C. Business Operating Systems ("BOS") is a collection of third-party software solutions used to operate the Training Center.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

D. "Complimentary Products" means services we designate or authorize such as, Physical Therapy, Chiropractic care, Sports Nutrition Counseling, Sports Psychology, and other similar or related businesses in a sub-leased space within the Training Center provided by a third-party which do not directly compete with Athletic Republic Products.

E. "Equipment" means the sports performance training equipment we manufacture, source or provide to operate our Training System.

F. "Franchised Business" means the franchise business that you will operate pursuant to this Agreement.

G. "Franchised Location" means the portion of the location designated under Section 2.A where the Franchised Business will be developed and operated.

H. "Gross Sales" means the total revenues and receipts collected by you from the sale of the Products or any services and merchandise related to the Products or in any way utilizing any part of our proprietary Manuals, protocols or adaptations of any part of our proprietary Manuals or protocols or use of the Athletic Republic® brand, regardless of whether sold in your Training Center or at any other place, and whether under any of the Trademarks, Patent Rights or otherwise, including any license, rental and use fees related to the Products. Gross Sales shall not include Complimentary Products and services that we agree should be excluded from the definition and royalty fees. Gross Sales excludes sales taxes.

I. "Head Trainer" means the individual who is responsible for supervising the training of athletes and managing the team of trainers. The Head Trainer may also be known as the Director of Sports Performance Training.

J. "Manager" means the individual who actively directs business affairs of and is responsible for overseeing the general management of the day-to-day operations of the Franchised Business, Marketing and Membership Sales and Development. The Manager may also be known as the General Manager, Assistant Manager, Sales and/or Marketing Manager or known by a similar title.

K. "Manuals" means all documents that we provide you and in which we describe the System and our operational policies, protocols, standards, education, marketing, requirements, customized business systems, and practices.

L. "Potential Athletes" means 30% of the enrolled Middle School, Junior High, and High School students within the Protected Territory.

M. "Product" means any use of products, sports training, practice and any services that are offered by you using any piece of equipment, information, training, products, use of Training Center facilities, protocols, the adaptation of protocols (by us or by you), services or know-how that we provide to you pursuant to this Agreement, as we may modify and change them from time to time, regardless of whether such products, training, or services are offered by you for any portion of any training, athlete assessment and testing, recovery, or rehabilitation program under the Athletic Republic® brand or the use of the Training Programs, or any of the Trademarks, Patents Rights or otherwise, and includes, without limitation, any products, training or services provided by you using any part of the Manuals, protocols, adaptation of protocols (by us or by you), use of the Training Center facilities, or any piece of equipment that we provide to you or require you to have for the Franchised Business, branded apparel or nutritional supplements purchased through our national account.

N. "Protected Territory" means the area referenced in Section 2.D and Appendix C.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

O. "Satellite Training Center" is an additional Training Center that operates in a physical location, with a street address, as a temporary or seasonal business less than 36 weeks out of any 52-week period and features the use of at least one Athletic Republic® Super Running Treadmill, Hockey Treadmill, PlyoFloor, PlyoPlatform, PlyoPress Machine, MultiHip Machine, or Recovery equipment to deliver our Training Programs. All Satellite Training Centers must be listed in Appendix D.

P. "System" means our system, which consists of different methods, procedures, standards, operating practices, and specifications (all of which we may modify and change from time to time) developed by us to operate unique performance sports training centers providing the highest level of training to adults interested in improving their fitness and to athletes committed to maximizing their full athletic potential by helping them increase their speed, agility, power, quickness, sport specific skills, fitness, tactical fitness, and competitive capabilities, sensory skills and recovery using our Products, evidence-based Training Programs and proprietary equipment.

Q. "Trademarks" means the Athletic Republic® trademark, the trademarks, service marks and trade names set forth on Appendix B, and other related trademarks that we now have or may later develop, as we may modify and change from time to time, and the trade dress and other commercial symbols used in the operation of Athletic Republic® training centers. Trade dress includes the designs, color schemes and image we authorize you to use in the operation of your Franchised Location from time to time.

R. "Training Center" means the portion of your business that is the training center that you develop and operate pursuant to this Agreement to offer sports training or the Training Programs. A Training Center has a Protected Territory with less than 10,000 Potential Athletes.

S. "Training Programs" mean our Acceleration, Ignition, Enhanced, Endurance, Skating, Recovery, Sensory, Adult Fitness, In-Season, Ground-Based, Shoulder Safety, Jump Training, Stability Training, Return to Competition, Personal Training, Tactical Training, Senior Training, Strength, and Skill Training programs or by other names of training programs we may identify with these Training Programs and include all the Products listed on Appendix A.

Other terms are defined elsewhere in this Agreement and shall have the meaning indicated throughout this Agreement.

2. GRANT OF FRANCHISE; FRANCHISED LOCATION.

A. Grant of Franchise. Subject to the provisions stated below, we license to you a personal franchise to operate a Franchised Business and establish a Training Center, to offer the Training Programs in conformity with our System at the following location _____ or at a location to be designated by you and approved by us within 150 days from the date of this Agreement. If a Franchised Location is not designated by you and approved by us within 150 days from the date of this Agreement, we have the right to terminate this Agreement without the return of any Initial Franchise Fee or other amounts paid to us. You may not relocate the Franchised Location without our prior written consent. You accept the license and undertake the obligation to operate the Franchised Business using the System and in compliance with our Brand Standards and operating standards. As part of our on-boarding program called the "Business Acceleration Program," or "BAP" we will assist you with site selection and approval.

Except as provided below, you may only fulfill orders or provide the Products at the Franchised Location. You will need specific proprietary equipment and accessories to offer certain Products. We will provide you a list of all the equipment and accessories needed to offer each of the Products. You may offer all the Products for which (a) you have all the necessary equipment and accessories and (b) you and your personnel have received the necessary training. You may offer and sell the Products directly at educational institutions,

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

sports training facilities, clinics and hospitals, and other similar facilities provided it is not located inside another franchisee's or licensee's Protected Territory, and provided that you may not establish any physical training facilities of any kind other than those at the Franchised Location.

The provisions in this paragraph apply if you will operate a Satellite Training Center. You may extend the reach of the Athletic Republic Training Center by opening and operating a Satellite Training Center provided; (a) you operate an Athletic Republic® Training Center; (b) you will open and operate one or more Satellite Training Centers; (c) the Satellite Training Center will feature the use of at least one Athletic Republic® Super Running Treadmill, Hockey Treadmill, PlyoFloor, PlyoPlatform, PlyoPress Machine, MultiHip Machine or Recovery equipment; (d) the Satellite Training Center is not located inside another Training Center's Protected Territory and (e) the Satellite Training Center will be open for the delivery of the Training Programs less than 36 weeks out of any 52 week period during the Term of the Franchise Agreement. All the Satellite Training Centers must be listed in Appendix C. You will pay a Satellite Franchise Fee prior to opening each Satellite Training Center and pay Royalties for each Satellite Training Center every week it is open. You must submit for our prior written approval all proposed locations for Satellite Training Centers. You may not start offering the Training Programs at a location before it has been approved by us in writing and added to Appendix C. We have the right in our sole discretion to not approve any locations you submit.

With our prior written consent, you may offer Complimentary Products and services other than the Products at the Franchised Location, provided, however, that you must obtain our prior written authorization for other products and services to be offered at the Franchised Location.

B. On-Boarding Fee; Equipment Order. Unless otherwise agreed in writing by us, you shall pay an on-boarding fee of $38,000 at the time you sign your Franchise Agreement (the "On-Boarding Fee"). You shall also place your initial equipment order (the "Equipment Order") for the Franchised Location within 250 days after the signing of this Agreement and make payment to us equal to 50% of the Equipment Order's total value, plus the value of the Promotional and Marketing Materials, Interior Graphics and Grand Opening marketing. The remaining balance on the Equipment Order, plus the estimated Equipment transport and installation costs are due to us not less than 3 weeks prior to shipping the equipment. If you are executing this Agreement pursuant to an Area Development Agreement, the date of your Equipment Order shall be not less than 100 days prior to opening date set forth under the Area Development Agreement. If you fail to place the Equipment Order and make payment of 50% of the Equipment Order's total value, then according to the provisions of this Section 2.B, we will have the right to terminate this Agreement without opportunity to cure pursuant to Section 13.B.

C. Opening. Unless otherwise agreed in writing by us, you shall begin operating the Franchised Location within 365 days after the signing of this Agreement, unless you are executing this Agreement pursuant to an Area Development Agreement, in which case your Franchised Location shall be open and continuously operating by the date set forth under the Area Development Agreement. If you fail to have the Franchised Location open and in operation according to the provisions of this Section 2.C, we will have the right to terminate this Agreement without opportunity to cure pursuant to Section 13.B, or to begin charging you Royalty, Marketing and BOS Fees which you are obligated to pay per the Agreement.

D. Protected Territory; Option. Your Protected Territory is the area described in Appendix C. Should you choose to add a Satellite Training Center it will be listed in Appendix C. We and our affiliates will not locate and operate or grant to anyone else a franchise, license, or other rights to locate and operate a training center within the Protected Territory while this Agreement is in effect, except as provided in Sections 2.E and 2.F. If this Agreement is being executed in connection with an Area Development Agreement between you and us, in the event the Area Development Agreement is terminated, your Protected Territory may be modified or reduced.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

E. Reservation of Rights. We and our affiliates have the right to offer, sell and distribute, within or outside the Protected Territory the ART software system and pieces of equipment and accessories that are proprietary to us, including the 3PQ, PowerCords, ThrowingCords, KickingCords, PlyoCords, HittingCords, SprintCords, StartCords, Hamstring Cords, Warm-up Cords, Hip Cords and wall mounts and all other cords, Balance Discs and Ramps, Sensory Training equipment, Nutritional Supplements, Recovery programs, Home Training products, and branded apparel that we may offer from time to time, and other pieces of equipment and accessories that we may designate in the future, without compensation to any franchisee, provided that we will offer such products through channels other than sports performance training centers. You may not sell or otherwise transfer any piece of equipment or accessory that has been provided or required by us or that is otherwise used or of the type used in the operation of the Franchised Business and that is proprietary to us, including the items listed above, except for the Warm-up Cords, PowerCords, Balance Discs and Ramps, Sensory Training equipment, Nutritional Supplements, Home Training products and branded apparel which you may offer for sale.

You have no right under this Agreement to sublicense or subfranchise others to (i) develop or operate the Franchised Business, (ii) use the Athletic Republic® brand, the Trademarks, the Patents Rights or the System, or (iii) enter into any agreement regarding the Franchised Business, the Trademarks, the Patents Rights or the System. We and our affiliates have the right outside of the Protected Territory to operate or grant others the right to develop and operate training centers and offer, sell, or distribute any products, services or ART software associated with the System (now or in the future) under the Trademarks or any other trademarks, service marks or trade names or through any distribution channel or method, all without compensation to you. Furthermore, we and our affiliates have the right to operate and grant others the right to operate training centers or any other business within and outside the Protected Territory under trademarks other than the Trademarks.

In addition, you acknowledge that certain locations within the Protected Territory are by their nature unique and separate in character from sites generally developed as training centers. As a result, you agree that the following locations ("Special Sites") are excluded from the Protected Territory and we have the right to develop, franchise, or otherwise do business at these locations in the Protected Territory: (i) professional sports teams; (ii) college athletic programs; (iii) military installations; (iv) Olympic training centers; (v) National Team training centers; and (vi) sports research centers, provided, however, that any business conducted at any Special Site shall be directly with the professional sports team (or an affiliate of them), with the college, with the governing group of any Olympic or National Governing Body training center, the U.S. military, or for research purposes, as the case may be. We will limit these professional sports team, college, military, research, or Olympic training centers to providing the ART software and Products at its principal place of business, training facilities or on campus. The ART software and Products will be available only to employees of the professional sports team, athletes under contract with the professional sports team or prospective players, employees, study subjects, students attending the college or the military, and the athletes and trainers at any Olympic or National Team training center.

F. Additional Reservation of Rights. We reserve all rights not expressly granted to you under this Agreement. The rights and privileges granted to you under this Agreement are personal in nature and may not be used at any location other than the Franchised Location, except as specifically set forth in this Agreement. You do not have the right to delegate, sub-franchise, or sublicense any of your rights under this Agreement.

3. TERM; RENEWAL RIGHTS. The initial term of this Agreement is for 11 years commencing on the date we sign this Agreement. ("Term"), and while the Term would not change, the Agreement may be terminated earlier as provided in this Agreement. You have the right to renew the franchise for (2) two additional 5-year terms, provided you meet all of the following conditions: (i) you have given us written notice at least 180 days, but no more than 365 days before the end of the initial term or renewal term of this

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Agreement of your desire to renew; (ii) you are in full compliance with this Agreement and all other agreements between you and us and between you and our affiliates, including the reporting and payment of Royalties, Marketing Fees and any payments due for outstanding invoices, and there has been no uncured default or series of four (4) or more defaults, regardless of cure, by you during the Term, and all your debts and obligations to us are current; (iii) you make or provide for in a manner satisfactory to us such renovation and re-equipping as we deem appropriate to reflect the then-current standards and image of the System, including renovation or replacement of signs, equipment, furnishings, fixtures and décor; (iv) you pay us a renewal fee at the time we execute the documents to complete your renewal in an amount equal to our actual expenses incurred by us in granting you the renewal and completing the renewal process, but not to exceed 20% of the total Initial Franchise Fee you are paying under Section 4.A of this Agreement; (v) you present evidence satisfactory to us that you have the right to remain in possession of the Franchised Location for the duration of the renewal term; (vi) you comply with our then-current training and staff certification requirements; (vii) you and your owners and guarantors execute and deliver to us a general release of claims in a form similar to that attached as Appendix D; and (viii) you sign our then-current form of franchise agreement (modified to reflect that the agreement relates to the grant of a renewal), the terms of which may be materially different from this Agreement, including higher Royalty, Marketing, BOS or other fees and modifications to the Training Center's format and Protected Territory.

4. FRANCHISE FEES; FINANCIAL INFORMATION; AUDITS.

A. Initial Franchise Fee. On the date of the signing of this Agreement you shall pay us a nonrefundable initial franchise fee in the following amounts (the "Initial Franchise Fee"):

(i) If you will operate a Training Center, you will pay an Initial Franchise Fee of $55,000.

(ii) If you operate a Training Center and will also operate one or more Satellite Training Centers you will pay an additional Satellite Franchise Fee of $5,000 per Satellite Training Center.

The Initial Franchise Fee has been fully earned upon receipt and is nonrefundable in consideration of the expenses incurred by us in granting this franchise and the lost or deferred opportunity to franchise to others.

If you operate a Satellite Training Center, you may request that we grant you the right to convert it to a Training Center and receive a Protected Territory that does not conflict with any other Training Center's Protected Territory, subject to the terms and conditions in the then-current Franchise Agreement that you would be required to sign. If you make the request to convert a Satellite Training Center to a Training Center you will pay us an additional Initial Franchise Fee equal to the difference between the Initial Franchise Fee as detailed in the then current Franchise Agreement, less the Satellite Franchise Fee that has been previously paid.

B. Onboarding-Fee. On the date of the signing of this Agreement you shall pay us a nonrefundable On-Boarding Fee of $38,000 for access to the Business Acceleration Program ("BAP"); which includes: Project management support including weekly calls with us during the pre-opening process and the first two months after you open for business (up to 30 calls); then bi-weekly calls (as needed) with us for the third, fourth, fifth, and six months after you open for business; subscription to the Basecamp Project Management software during the pre-opening period; access to our monthly webinars and open office hours during the pre-opening period; use of the Athletic Republic LockerRoom (our System intranet) during the pre-opening process; site selection assistance from our selected real estate firm; 2D training center test fits with equipment and turf lay-outs for up to three proposed sites for your Franchised Business location (if you propose more than three sites, you must pay us $500 per additional test fit location); Low Voltage 2D floor plan; access to AR Academy for owner, manager and trainer education; equipment selection support and access to distributor

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

pricing for approved suppliers prior to opening; up to four AR email addresses prior to opening; Training Center's Website development, construction and subscription during the pre-opening process; use of the CRM system through the pre-opening process; up to 3-months of Lead Management support from a third-party provider through the pre-opening process and during the first several weeks after you open; set-up and subscription for the Baseline scheduling / POS software and the KPI Dashboard software during the pre-opening process; set-up and subscription for the Athlete Assessment software during the pre-opening process; recommended position descriptions, Responsibility Matrix during the pre-opening staff hiring process; AR Lead Instructor to be on site for 3days during the first week of the training center's soft-opening, AR Sales Manager to be on site for 3 days during the final week of the training center's soft-opening.

The costs associated with the Training Center's Website, emails, LockerRoom access, and certain software subscriptions become part of the BOS (Business Operating System) Fees after the Training Center has opened.

C. Royalty. You will, for the term of this Agreement, pay to us a royalty fee (the "Royalty"), as follows:

(i) If you operate a Training Center, you must pay a Royalty amount equal to 7% of monthly Gross Sales against a minimum Royalty amount of $350 paid to us every week.

(ii) For every Satellite Training Center you operate, you will pay a fixed Royalty of $200 every week the center is open.

You must start paying Royalties beginning on the earlier of the day you open the Training Center for business or the 365th day after the execution of this Agreement. At the end of each month, you will calculate the "Royalty Balance" by multiplying the Training Center's total Gross Sales earned during the month by 7% to determine the "Royalty Amount", then deduct the weekly Minimum Royalties paid during the month from the Royalty Amount to determine the remaining Royalties Balance. The Training Center must submit to us monthly Financial Reports, that document the Training Center's revenue, including monthly and total year-to-date Gross Sales, and expenses, as well as the Royalty Balance calculation for the preceding month. Payment of the remaining Royalty Balance is due to us on or before the 15th day of the month following the end of the preceding month. We retain the right to modify the Royalty reporting process and payment schedule at our sole discretion at any point in time.

D. Marketing Fee. You will pay us a fixed marketing fee of $100 every week (the "Marketing Fee"). We reserve the right to increase the amount of the Marketing Fee annually upon a 30-day written notice to you, provided, however, that we may not increase the Marketing Fee more than one time every three years, and we may not increase the Marketing Fee to exceed $8,000 in any year. Among other programs, the Marketing Fee is used to support each Franchise's access to the Marketing Resource Center. The Marketing Fees will not be held by us in trust and will become our property to be spent in accordance with Section 6.A of this Agreement. You must start paying the Marketing Fee beginning on the earlier of the day you open the Training Center for business or the 365th day after the execution of this Agreement.

E. Business Operating Systems. Unless otherwise agreed in writing by us, you must utilize the Business Operating Systems ("BOS"), which a collection of third-party software solutions used to operate the Training Center and includes the set-up, configuration and subscription to: a) the Athletic Republic Technology ("ART") suite of software services for athlete management, including: AR Baseline for online scheduling, point-of-sale and reporting; Athlete Assessment collection and distribution capabilities, AR Vison for video analysis, and digital scorecard with predictive analytics for improved trainer intelligence; b) the Sales and Marketing suite of software services for managing Training Center performance, including: the KPI dashboard for tracking business performance metrics; Customer Relationship Management (CRM) software;

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

the Training Center's Website with set-up, hosting, supportservices, and Search Engine Optimization (SEO); and email marketing platform, and c) the Communications suite of software services which includes: access to the AR LockerRoom (intranet); use of the eLearning platform, to access the AR Academy for staff education and development; and four (4) AR email addresses. The $600 monthly fee for BOS services (the "BOS Fee") may increase (or decrease) as costs and services change over time. You agree to accept the change in monthly pricing as long as we provide 60-days' notice, and the monthly pricing corresponds to the change in cost or service level. Additional back-office subscriptions for payroll processing, Quickbooks accounting software, and online accounting are not included in the BOS suite of services but may be available for additional fees.

F. Payments. You must pay the minimum Royalty and the Marketing Fee every Tuesday for the preceding week. You must sign an electronic transfer of funds authorization, attached as Appendix I, to authorize and direct your bank or financial institution to transfer electronically to our account and to charge to your account all amounts due to us. Each Tuesday, we will send a request to your bank or financial institution to pay us the full amount of the minimum Royalties, Monthly Royalty Balance, Marketing Fees and other amounts owed to us for the preceding week. On the 5th of each month, we will send a request to your bank or financial institution to pay us the BOS fee owed for that month. You must maintain a balance in your account sufficient to allow us to collect the amounts owed when due. You are responsible for any penalties, fines or other expenses associated with the transfer of funds described in this Section 4.F. You shall not revoke the electronic transfer of funds authorization without giving us prior written notice and without first setting up a different electronic transfer of funds authorization under the same terms and conditions of the one being revoked. Based on your Gross Sales, as documented in the monthly financial reports, you must pay the remaining Royalty Balance due to us on or before, the 15th day of the following month. We retain the right to modify the Royalty reporting process and payment schedule against your Gross Sales at our discursion, at any point in time.

G. Unpaid Amounts. Any unpaid amounts owed to us after 30 days, including Royalties, Marketing Fees, BOS fees, product purchases, and freight charges will bear interest at the rate of 18% per year, calculated monthly or the maximum rate permitted by applicable law, whichever is lower. You must reimburse us for all costs and expenses incurred in the collection of unpaid amounts, including attorneys' fees. Furthermore, we may restrict or deny services and support if you owe us any amount that is more than 30 days past due.

H. Financial Statements. You must submit to us monthly Financial Reports including monthly and total year-to-date Gross Sales, and expenses, as well as the Royalty Balance calculation by no later than the 15th of the following month. We retain the right to modify the Royalty reporting process and payment schedule against your Gross Sales at our discretion, at any point in time.

If you operate on a fiscal year, you are still required to provide us with the required financial information on a calendar monthly basis. We may require that the annual financial statements be reviewed by a certified public accountant. You shall also furnish us with copies of all your income tax returns and sales tax returns within 90 days from the end of each fiscal year. All financial information provided to us under this Section 4.H must be presented in the form required from time to time by us in writing. You must certify all reports to be true and correct in all material aspects.

I. Audit Rights. We and our authorized representatives have the right at all times during the business day to enter the premises where your books and records relative to the Training Center are kept and to evaluate, copy and audit such books and records. If any evaluation or audit reveals any understatement of your Gross Sales or Royalties or a variance of 5% or more from data reported to us in respect to any other item that is material to the computation of fees or to the analysis of the operation, you must pay for the audit or evaluation, any other related costs that we may incur (including reasonable auditors' and attorneys' fees)

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

and, in addition to any other rights we may have, we have the right to conduct further periodic audits and evaluations of your books and records as we reasonably deem necessary for up to 3 years after the evaluation or audit and any further audits and evaluations will be at your sole expense, including professional fees, travel, and room and board expenses directly related to the audits or evaluations. Furthermore, regardless of the amount of variance discovered in any evaluation or audit, you shall pay to us, in addition to all amounts stated above, the amount of all underreporting within the prior 3-year period (or from the date you joined our System if less than 3 years). Additionally, if you intentionally understate or underreport Gross Sales or Royalties at any time, or if a subsequent audit or evaluation conducted within the 3-year period after the date the first underreporting was discovered reveals any understatement of your Gross Sales or Royalties or a variance of 5% or more from data reported to us in respect to any other item that is material to the computation of fees or to the analysis of the operation, in addition to any other remedies provided for in this Agreement, at law or in equity, we have the right to terminate this Agreement immediately.

J. Use of Your Information. In addition to any other rights granted in this Agreement to us, we have the right to use any athlete data or financial and business performance information we receive or obtain from you to provide information to prospective franchisees, including the right to group your information with similar information from other Athletic Republic® businesses to produce shared results like athlete demographic and performance data, plus high-low ranges or average gross sales, expenses or profitability on a system-wide or regional basis, provided that whenever we exercise our right under this Section 4.J, we will not exercise such right in violation of third parties' rights under any applicable privacy laws.

5. TRADEMARKS, COPYRIGHTS AND PATENTS. You acknowledge and agree that your right to use the Trademarks is specifically conditioned upon your compliance with the terms and conditions of this Agreement, including the following:

A. Trademark Ownership. You agree that we own the Trademarks, the Training Programs and the System. Your use of the Trademarks will inure to our benefit. All improvements, including all trademarks, copyrights and any other intellectual property rights developed by or for you relating to the Trademarks, the Training Programs and the System will become our sole property, and we have the exclusive right to register and protect all such improvements in our name. You agree that if requested by us, you will execute a recordable assignment and other documents prepared by us for securing and maintaining such intellectual property rights and vesting title in us. You have no right to register or protect any improvements in your name or in the name of any of your affiliates.

B. Trademark Use. Subject to the terms and conditions under this Agreement, we grant you, during the term of this Agreement, a non-exclusive right and license to use the Trademarks, but solely in connection with the marketing, advertising, and promotion of your business at the Franchised Location, provided that you use the Trademarks only in the manner required, directed and approved by us in writing. You may not use, or permit the use of, any trademarks, trade names or service marks except those listed-on Appendix B or except as we otherwise direct in writing. Your right to use and identify with the Trademarks and the System exists concurrently with the term of this Agreement and only while you are in complete compliance with our quality standards. You will not have or acquire any rights in any of the Trademarks or the System other than the right of use as governed by this Agreement. If, in our judgment, your conduct infringes upon or demeans the goodwill, standards of uniformity or quality, or business standing associated with the Trademarks or the System, you will immediately, upon written notice from us, modify your use of the Trademarks and the System in the manner required by us in writing. You will not, during or after the term of this Agreement, do anything directly or indirectly which would infringe upon, harm, or contest our rights in the Trademarks or the System or the goodwill associated with the Trademarks or the System.

C. Trademark Identification. You will operate the Franchised Location so that it is clearly identified as a member of our network. You must use the name Athletic Republic® or any other trademark or trade name

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

that we may approve and/or require in the future as the trade name of the Franchised Location. All the Products that you offer that include proprietary items of ours must clearly state that they are part of our Training Programs and System. You may not use the words in any of the Trademarks as part of the name of your legal entity. The style, form, and use of the words in our Trademarks in any written materials, products or supplies must have our prior written approval. You may use the name "Athletic Republic®" and any other Trademarks which now or in the future may form part of the System on all signs, interior branding, business cards, marketing materials and other articles in the identical combination and manner as we may make available or prescribe in writing. You will comply with all trademark, trade name, service mark and copyright notice marking requirements. You must include statements in the Franchised Location and other materials containing the Trademarks indicating that the Franchised Business is independently owned and operated by you.

D. Trademark Substitutions. We reserve the right to change the Trademarks at any time. If it becomes advisable at any time, in our discretion, to modify or discontinue use of any Trademark, and/or use one or more additional or substitute trade names, trademarks, service marks, logotypes or other commercial symbols, either system-wide or regarding the use by any selected franchisee, you shall, at your expense, comply with our directions within a reasonable time after notice to you, and we shall have no liability or obligation regarding your modification or discontinuance of any Trademark. You will not make any changes in or to the use of the Trademarks or the System unless directed by us in writing.

E. Trademark Litigation. If any person or entity improperly uses or infringes the Trademarks or challenges your use or our use or ownership of the Trademarks, we will control all litigation and we have the right to determine whether suit will be instituted, prosecuted, or settled, the terms of the settlement and whether any other action will be taken. You must promptly notify us of any such use or infringement of which you are aware or any challenge or claim arising out of your use of any Trademark. You must take reasonable steps, without compensation, to assist us with any action we undertake. We are not required to defend you against a claim based on your use of our trademarks, nor will we reimburse you for your liability.

F. Copyrighted Materials. You acknowledge and agree that we may authorize you to use certain copyrighted or copyrightable works (the "Copyrighted Materials"), including the Training Protocols, Operation Manual, On-Boarding Materials, Education Resources, and information shared through the LockerRoom, our intranet and our website. The Copyrighted Materials are our valuable property. Your rights to use the Copyrighted Materials are granted to you solely on the condition that you comply with the terms of this Agreement. Your use of the Copyrighted Materials does not vest you with any interest other than the temporary, non-exclusive license to use the Copyrighted Materials granted in this Agreement. All rights that inure as a result of the use of the Copyrighted Materials and any derivative work belong solely to us.

G. Protection. You shall execute any documents that we or our counsel deem necessary for the protection of the Copyrighted Materials or the Trademarks or to maintain their validity or enforceability, or to aid us in acquiring rights in or in registering any of the Trademarks or any trademarks, copyrights, trade names, service marks, trade dress, slogans, logos or emblems that we subsequently adopt.

6. MARKETING. You agree to actively promote the Franchised Business, to abide by all our advertising requirements, Brand Standards, and all our and our vendors' and other business associates' trademark, trade name, service mark and copyright notices marking requirements, and to comply with the following provisions:

A. Marketing Fund. You shall pay us the Marketing Fee as set forth in Section 4.D. All Marketing Fees will be placed in a marketing fund that we own and manage (the "Marketing Fund"). The Marketing Fund is not a trust or escrow account, and we have no fiduciary obligation to franchisees regarding the Marketing Fund.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

We have the sole right to determine the expenditures of the amounts collected and the methods of allocation to each franchise's use of the Marketing Resource Center, or the marketing, advertising, media employed and contents, terms and conditions of marketing campaigns and promotional programs. We are not required to spend a prorated amount on each franchisee or in each advertising market. We have the sole right to make disbursements from the Marketing Fund for expenses incurred in connection with the cost to formulate, develop, implement, and support marketing, advertising, social media, public relations, and promotional campaigns. The disbursements may include payments to us for the expense of administering the Marketing Fund, including accounting expenses and salaries and benefits paid to our employees engaged in the marketing functions. If at the end of our fiscal year we have not spent all the Marketing Fees collected, we will carry forward any balances. No portion of the Marketing Fund will be spent for advertising principally designed at solicitation of the sale of franchises, however we may include a notation in any advertisement indicating "Franchises are Available". There is no requirement that the Marketing Fund be audited. If requested, we will provide you an annual unaudited statement of the financial condition of the Marketing Fund.

B. Required Local Expenditures; Approved Materials. You must use your best efforts to promote and advertise the Franchised Business and participate in any local marketing and promotional programs we establish from time to time. In addition to the Marketing Fee you must spend $1,000 per month on local marketing, outreach, sponsorships, NIL, advertising, and/or related activities until you reach 150 active members. After you reach 150 active members, you must spend an amount equal or greater than your required Marketing Fee payments for such year on approved local marketing and promotion. As an additional part of our "Business Acceleration Program," we will help you with sales and marketing programs, provide you grand opening assistance and lead management support through a third-party provider for a total of three months, beginning with the pre-sale process and extending beyond the opening of your Training Center.

Upon our request you must provide us with itemization and proof of marketing and an accounting of the money that you have spent for approved local marketing. You must use the marketing materials that we furnish, approve, or make available, and the materials must be used only in a manner that we prescribe or approve. Furthermore, any promotional activities you conduct are subject to our approval.

C. Interior Branding. Upon placing the equipment order, you must pay us $12,000 toward the production, shipping and installation of your interior branding. Our design team will create an interior brand, wall paint and graphics plan for your training center, and we will apply the Interior Branding credit of $12,000 towards the purchase, shipping and installation of interior branding elements, brushed aluminum sign for the entry/reception area, wall graphics, an Athletic Republic Wall Clock, 6'x6' retail display and merchandising accessories.

D. Marketing and Promotional Materials. Upon placing the equipment order, you must pay us $5,000 for marketing and promotional materials and we will apply the payment towards the purchase of a Special Event Tent and Kit, Collateral Materials, Promotional Items, Staff Apparel and Premiums.

E. Grand Opening Marketing. Upon placing the equipment order, you must pay us $15,500 toward your Grand Opening marketing activities and we will apply the payment towards your Grand Opening Marketing, Paid Online Advertising, Social Media, Public Relations,Lead Generation and third-party Lead Management support that we will direct with your input.

F. Ownership of Advertising. All materials and rights resulting from your advertising and marketing that are related to the Franchised Business or the Products shall become our sole and exclusive property. You agree that if requested by us, you will execute a recordable copyright assignment and other proper documents prepared by us for securing and maintaining any such rights of ownership, including copyrights, and for vesting title in us.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

7. FACILITY STANDARDS. You acknowledge and agree that we have the right to establish, from time to time, quality standards regarding the business operations of Franchised Business to protect the distinction, goodwill and uniformity symbolized by the Trademarks and the System. Accordingly, you agree to maintain and comply with our quality standards and agree to the following terms and conditions:

A. Facilities. You are responsible for purchasing or leasing a site that meets our site selection criteria to establish the Franchised Location. You must obtain our written consent approving the selected site. Our examination and approval of the location of your site does not constitute a representation, guaranty or warranty, express or implied, of the successful operation or profitability of the Franchised Business. We reserve the right to mandate your use of a third-party real estate firm of our choice at any time to assist you with site selection and assistance with the material terms of the lease, provided the real estate firm is compensated with a commission paid by the landlord upon signing a lease. The real estate firm does not provide legal counsel for lease review. You will need to retain a real estate lawyer for lease review and any negotiation of the lease language.

B. Construction; Future Alteration. You must construct and equip the Franchised Business in strict accordance with our approved minimum specifications and standards pertaining to equipment, displays, fixtures, interior branding, paint colors, sports flooring, furnishings, signage, accessory features and design and layout as detailed in the "AR Facility Standards", which we may change or update from time to time. If the Franchised Business is not constructed and equipped in accordance with our approved minimum specifications and standards, we will not approve the Franchised Business for opening. You will have 30 days from the date we deny our approval for opening the Franchised Business to correct all the problems so that the Franchised Business complies with our approved minimum specifications and standards. If you fail to correct the problems within the 30-day period we may immediately terminate this Agreement pursuant to Section 13.B.

You may not open the Franchised Business until we have notified you in writing that you have satisfied your pre-opening obligations provided in Sections 7.A and 7.B and we have approved your opening date. We are not responsible or liable for any of your pre-opening obligations, losses or expenses you might incur for your failure to comply with these obligations or your failure to open by a particular date. We also are entitled to injunctive relief under Section 15.C for your failure to comply with your obligations.

C. Maintenance. You will paint the Training Center in our Brand's approved color scheme and keep the interior and exterior of the Franchised Location in an attractive, clean and sanitary condition. All equipment, displays, fixtures, sports flooring, furnishings, signage, accessory features, design and layout and trade dress will be kept in good working order and will meet our quality standards. You agree to immediately perform all maintenance, remodeling and re-equipping of the Franchised Business as may be necessary or appropriate to remain in compliance with the System and our specific directions and instructions. Within a period of 45 days after the receipt of any particular report prepared following such an evaluation by us, you must affect the items of maintenance we designate, including the repair of defective items and/or the replacement of irreparable or obsolete items of equipment, displays, fixtures, furnishings, interior branding elements, signage, accessory features, design and layout and trade dress. If, however, any condition presents a threat to customers or public health or safety, you must affect the items of maintenance immediately.

D. Relocation. You may not relocate the Franchised Location without our prior written consent. Every time that we authorize you to relocate the Franchised Location to a new Franchised Location, you must comply with the obligations set forth in this Section 7. You must pay the Royalties, Marketing and BOS Fees set forth in Sections 4.C,4.D and 4.E during the time that the Franchised Location is closed due to its relocation. If you relocate the Franchised Location without our prior written consent or without fully complying with the requirements set forth in this Section 7, such relocation will be void, your interest in this Agreement will be voluntarily abandoned, and this Agreement will automatically terminate. Circumstances under which we may approve relocation include those cases in which the market conditions and the dynamics surrounding the original

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Franchised Location have changed significantly. You have no right to relocate if you lose the right to occupy the Franchised Location premises due to your breach of your lease. If you want to relocate the Franchised Location you must (i) give us notice of your intent to relocate at least 90 days before the date you anticipate closing the Franchised Location; (ii) procure and secure a site within the Protected Territory (or if you operate a Training Clinic in close proximity of your Franchise Location and not within the protected Territory of another Franchise Location) and that is acceptable to us at least 60 days before closing the Franchised Location; (iii) open the newly approved Franchised Location within 60 days of such closure; (iv) be current with all reporting and payment due for Royalty, Marketing Fees, BOS Fees and any other payments owed to us; and (v) comply with any other conditions that we reasonably require. You must pay the costs of any relocation, and we reserve the right to charge you for any reasonable costs that we incur, including legal fees and equipment extraction and/or installation costs.

E. Modernization or Replacement. From time to time as we may require, you must affect items of modernization of the building, premises, trade dress, equipment, signage, fixtures, and accessory features as may be necessary for the Franchised Business to conform to the standards for similarly situated new Franchised Business. The maximum cumulative amount (the "Maximum Modernization Amount") that you must spend during the initial term of this Agreement will be $50,000. We may require you to spend all the Maximum Modernization Amount at any time during the initial term of this Agreement, provided, however, that we will not require you to spend more than 20% of the Maximum Modernization Amount in any 12-month period during the first 5 years of this Agreement. The Maximum Modernization Amount does not include any required expenditures for equipment or leasehold improvements necessary to offer new Products. Also, you must perform general, continued maintenance and refreshing of the Franchised Business whenever necessary as provided in Section 7.C and at a cost not included in the Maximum Modernization Amount.

The obligation to perform any items of modernization and/or replacement in connection with any renewal under Section 3 or any transfer of any interest in this Agreement or your business governed by Section 12 is separate and independent from the modernization obligations under this Section 7.E. Renewals and Transfers are conditioned upon performance of any further items of modernization and/or replacement required under Sections 3 or 12, as applicable, regardless of the costs of such modernization and/or replacement.

F. Signage. You must prominently display on the premises of the Franchised Location, signs in such form, color, number, location, design and size as we may approve, and containing such Trademarks as we may designate, which at a minimum will include an exterior sign identifying the Training Center as an affiliate of Athletic Republic®, the exterior sign is at your expense, an interior Athletic Republic® branded sign behind or adjacent to the front desk, the cost which is included in the Interior Branding Fee (provided it does not exceed 116" x 17.5", without our consent). You must also post a prominent sign in the Franchised Location identifying you as our franchisee in a format we deem reasonably acceptable and including an acknowledgment that you independently own and operate the Franchised Business and that all the Trademarks are owned by us. These signs shall be obtained from us or a source designated or approved by us. You shall obtain all governmental permits and licenses required for these signs and shall also be responsible for ensuring that all signs comply with all applicable laws, rules, regulations and ordinances. You shall not display in or upon the Franchised Location any sign of any kind to which we object. You must make such changes to the signage as we require, provided, however, that we will not require you to change the outdoor signage, if any, more than once within any 24-month period. At such time as we decide to change our trademarks, logos, and trade names, we will require you, at your sole expense, to change your signage to be in compliance with the new trademarks, logos and trade names. In any case, your failure to replace the signage within 12 months from the date of notification will constitute a default of this Agreement under Section 13.B. Any upgrades to the type or size of your signage will be at your expense. Your costs for the signage will be included in the Maximum Modernization Amount under Section 7.E. You agree to the placement of a 'Franchises Available' sign, that we produce and provide, on your front door, as part of the Interior Branding package. Further, you will have the obligation to display, in the places and manner we may

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

determine from time to time, any signs that we provide you advertising investment or franchising opportunities offered by us.

8. OPERATIONAL STANDARDS. You must implement and abide by our requirements and recommendations directed to enhancing substantial System uniformity, including our "Customer Service Standards" which we may update or modify from time to time. The following provisions control regarding products and operations:

A. Period of Operation. You acknowledge and agree that if the Franchised Business is closed for 10 consecutive business days or 15 or more business days in any 12-month period without our prior written consent, such closure constitutes your voluntary abandonment of the franchise and business and we have the right, in addition to other remedies available to us, to terminate this Agreement immediately pursuant to Section 13.B. For purposes of this Section 8.A, "business days" shall exclude Saturdays, Sundays, and any holidays in which major financial institutions that operate in the city where the Franchised Location is located are closed for business. An integral part of our "Business Acceleration Program" is to offer you assistance with business planning and to provide you with regular operating support.

B. Products. You may offer the Products, but you may offer only the Products for which (a) you have all the necessary equipment and accessories and (b) you and your personnel have received the necessary training. We may modify the lists of Training Programs in Appendix A at any time, and you must promptly take all actions necessary to comply with any such changes. Notwithstanding anything in this Agreement, you may not, without our prior written consent, offer or sell any other product or service that is similar to or competitive with the Products, provided, however, that you may continue offering all the products and services that you offered before the date of this Agreement. With our written consent, you may offer Complimentary Products and services to the Products.

C. Approved Supplies and Suppliers. You will conform to all quality and customer service standards required by us in writing. You will acquire only such types, models or brands of fixtures, furniture, equipment, inventory and supplies that we approve as meeting our standards, quality, design, warranties, appearance, function and performance. We may require you to acquire certain sports flooring, synthetic turf, furniture, equipment, inventory, supplies, services, or other products used or offered at the Franchised Business from us or from suppliers who have been approved by us, in which case we will provide you with a list of approved suppliers. This requirement may include the use of a Construction Manager or General Contractor that we have pre-approved or selected. Along with a number of other approval criteria, to be an approved supplier, the supplier must have the ability to provide the product and/or service, on a national basis, to at least 75% of the then existing Athletic Republic® franchisees. Furthermore, we may require you to acquire from us, or from a single source designated by us, products or services that involve trade secrets, have been specially prepared by us or at our direction, or that we consider integral to the System. Concurrently with this Agreement, you must execute an Equipment Purchase Agreement in a form substantially similar to that attached on Appendix E covering, at least, the minimum recommended equipment necessary for the operation of your Franchised Business; you may choose to acquire more than the minimum equipment through the Equipment Purchase Agreement. The minimum recommended equipment necessary will depend on the Products that you will offer. You must place the order for your Fitness Equipment with us within 250 days from the date of this Agreement and take delivery of the Fitness Equipment within 350 days from the date of signing of this Agreement.

You will place the initial equipment order with us and may not acquire equipment from third parties that have not been previously authorized by us in writing. You cannot use any part of the Manuals to operate equipment that has not being acquired from us or from a third party previously approved by us in writing.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

If we do not have a designated or an approved supplier for an item or supply, you may acquire such item or supply from the vendor of your choice. All inventory, products, materials and other items and supplies used in the operation of the Franchised Business that are not included in the approved supplies or approved suppliers' lists must conform to the specifications and standards we establish from time to time. ALTHOUGH APPROVED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, REGARDING PRODUCTS, EQUIPMENT, SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS. IN ADDITION, WE DISCLAIM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED OR PRODUCTS FURNISHED BY ANY SUPPLIER APPROVED OR DESIGNATED BY US. OUR APPROVAL OR CONSENT TO ANY SERVICES, GOODS, SUPPLIERS, OR ANY OTHER INDIVIDUAL, ENTITY OR ITEM WILL NOT CREATE ANY LIABILITY TO US.

D. Operating Procedures. You must adopt and use as your continuing operational routine the required standards, service style, procedures, Customer Service Standards, sales and marketing techniques, program packaging and management systems described in our Manuals or other written materials relating to the Products, financial management, equipment, marketing, best practices and Facility Standards. We will revise the Manuals and these standards, procedures, techniques, and management systems periodically to meet changing conditions in the best interest of the System. You acknowledge having received one copy of or access to the Manuals, which are on loan from us for the term of this Agreement. The Manuals at all times are our sole property. You must at all times treat the Manuals, and the information they contain, as secret and confidential, and must use all reasonable efforts to maintain such information as secret and confidential. We may from time to time revise the contents of the Manuals and you expressly agree to comply with each new or changed requirement. You must at all times ensure that your copy of the Manuals is kept current and up to date, and in the event of any dispute as to the contents of said Manuals, the terms of the master copy of the Manuals that we maintain are controlling. The Manuals are provided in an electronic format accessible only with a password to our LockerRoom / intranet or distributed directly to you via electronic communications or provided as part of the Athletic Republic Academy education curriculum or Business Acceleration Program. Any required standards exist to protect our interests in the System, the Trademarks and the Patents Rights, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. If you lose any of the Manuals we provide you, in addition to any liability you may have pursuant to any provisions in this Agreement, you shall be obligated to immediately notify us in writing what Manuals you have lost.

E. Computer System. As part of your Fitness Equipment order, we will provide a TV with wall mount, an iPad and software to run AR Vision, a hand-held with mount tablet to run the 3PQ forceplate software, and two (2) hand-held iPads to access the Training Protocols located in the Athletic Republic Technology ("ART") suite for training athletes, which includes Athlete Assessment capabilities. You may purchase and use any computer system for the front desk with the specifications that we may develop or select for the Franchised Business, including all future updates, supplements, and modifications for general administrative, customer communications, social media activation, point of sale processing, and to access the software subscriptions which make up the BOS (the "Computer System"). Any updates, supplements or modifications are not subject to or part of the Maximum Modernization Amount defined in Section 7.E. The Computer System may include all hardware and software used in the operation of the Franchised Business, including tools used to record, analyze and report information about the athletes training at the Franchised Business. The computer software package that may be developed for use in the Franchised Business may include proprietary software. You may be required to license the proprietary software from us, an affiliate or a third party and you also may be required to pay a software licensing or user fee in connection with your use of the proprietary software. All rights, title and interest in the software will remain with the licensor of the software. We retain the right to restrict or terminate your use of the 3rd party software we provide, should you violate or misuse ours or the software companies' intellectual property trademarks or tradenames, attempt to reverse engineer

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

the software, consume excessive bandwidth, or violate any laws that apply to software duplication, consumer privacy or related matters. We reserve the right to provide or designate a single source from whom you must purchase the Computer System. You acknowledge and agree that we will have full and complete access to information and data entered and produced by the Computer System. With the "Business Acceleration Program" we will provide you assistance with issues that may arise with your use of software we provide to you and the set-up and configuration of the software used in the Business Operating Systems ("BOS).

You will gather from your customers all lawful information required by us (subject to any approval or consents required by law), and you will enter this information into our central computer database, customer relationship management (CRM) database and/or into the online customer scheduling software as requested by us but at not less than once a week during the term of this Agreement. All of the information that you enter into our central computer database or into the online customer scheduling software will become our sole and exclusive property, and we may use it as we deem necessary or appropriate. We may make available to you information gathered in our central computer database, the CRM system or through the online customer scheduling software and you will have the right to use this information in the form we prescribe in connection with the operation of the Franchised Business. You shall be solely responsible for, and you agree to indemnity and hold us harmless from, any liability arising out of or related to your use of such information.

F. Evaluations. We and or our authorized representatives (including third parties hired by us) have the right to enter the Franchised Location at all reasonable times during the business day for the purpose of making periodic evaluations and to ascertain if the provisions of this Agreement and our Manuals are being observed by you. These inspections may include: (i) observing and/or interviewing the Manager and/or Head Trainer, and your other employees; (ii) retaining 'secret shoppers' for un-announced inspections; (iii) distribute customer satisfaction surveys, including a Net Promotor Score (NPS) survey, and/or interview your customers, and (iv) conducting any type of audit or review necessary to evaluate your compliance with all required standards, specifications or procedures. We may, from time to time, make suggestions and give mandatory instructions regarding your operation of the Franchised Business, as we consider necessary or appropriate to ensure compliance with the then-current quality standards of the System and to protect the goodwill and image of the System.

G. Confidential Information. You and your owners, guarantors, officers, directors, managers, employees or agents, or any other individual or entity related to, or controlled by you, may not, during the term of this Agreement or at any time after the expiration or termination of this Agreement, disclose, copy, reproduce, sell or use in any other business or in any manner not specifically authorized or approved in advance in writing by us any Confidential Information. For purposes of this Agreement, "Confidential Information" means the whole or any portion of know-how, knowledge, methods, protocols, trainer education, best practices, equipment designs, specifications, processes, procedures, business intelligence, and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors, any proprietary information contained in the Manuals or otherwise communicated to you in writing, verbally or through the internet or other online or computer communications, any other knowledge or know-how concerning the methods of operation of the Franchised Business, as well as the content of this Agreement and any other document executed in connection with this Agreement, and any other information marked or identified by us as "confidential", provided, however, that you are authorized to disclose the terms of this Agreement to any lender providing you financing for the Franchised Business as well as to your landlord, attorneys, accountants and financial advisors. You are also authorized to disclose Confidential Information to governmental agencies and/or authorities, but only to the extent strictly required by law. You must obtain Confidentiality and Non-Compete Agreements in the form attached as Appendix F from all your owners, guarantors, officers, directors, Managers and Head Trainers who utilize or may have access to any Confidential Information and you must provide executed copies of these agreements to us upon request. You must also obtain Confidentiality and Non-Solicitation Agreements in the form attached as Appendix G from all your other employees, agents and representatives who utilize or may have access to any Confidential

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Information and you must provide executed copies of these agreements to us upon request. You shall be solely responsible for protecting our Confidential Information with all your employees, agents and representatives, and for obtaining all necessary Confidentiality Agreements from such individuals, and you shall be liable for any breach of confidentiality obligations by these individuals.

All customer lists and customer information generated or utilized by you in the Franchised Business are our sole property and Confidential Information. We grant you the right to use such customer lists and customer information for the duration of this Agreement. Upon the termination or cancellation of this Agreement, you shall be required to return to us all customer lists pursuant to Section 14.A. below.

H. Participation in Internet Websites or Other Online Communications. We have the Athletic Republic® website on the internet at www.athleticrepublic.com and the Athletic Republic Technology ("ART") suite, the sales and marketing suite and the communications suite of services accessible through the LockerRoom, our internal intranet. We may further develop the intranet system or other online communications. You must, at your expense, participate in our internet website, our intranet, our BOS program and any other online or electronic communications that we develop and require our franchisees to participate in and you must execute any documents that we require for your participation. We may in the future require you to submit to us all reports referenced in Section 4 via our intranet system. We have the right to determine the content and use of our website, intranet system and BOS solutions and may establish the rules under which franchisees may or must participate. Additionally, in order to ensure uniformity regarding the use of our trademarks on the internet and/or intranet, we may require you to utilize in your website design certain templates that we have developed. You may not separately register any domain name or social media identifiers containing any of the Trademarks or any part of the Trademarks. We retain all rights relating to our website, intranet and BOS system and may alter or terminate our website, intranet or BOS system. You acknowledge that certain information related to your participation in our website, intranet or BOS system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our BOS systems, or otherwise use the Trademarks, or System on the internet or other online communications, will terminate when this Agreement expires or terminates.

Your website will be hosted as part of the www.athleticrepublic.com domain. The website for your Franchised Business must be identified as www.city.athleticrepublic.com ("city" referring to a city within your Protected Territory). New Training Centers will receive website configuration, hosting, server maintenance, content support, search engine registration and optimization, and access to website analytics to help you get started as part of the BAP on-boarding services until the earlier of six months or the date the Training Center is open for business. After this time period, you will pay for website hosting, access to analytics and maintenance fee as part of the monthly Business Operating Systems Fee ("BOS Fee"). The BOS Fee is currently $600 per month and includes the Athletic Republic Technology suite, the Sales and Marketing suite and the Communications suite of services. The BOS Fee may increase (or decrease) as costs and services change over time and you agree to accept the change in monthly pricing. We do not offer back-office subscriptions for payroll processing, QuickBooks accounting software, or online accounting services. We will also assign your social media identifiers which will reflect a similar format and be consistent with our Brand Standards.

We will provide online scheduling and point-of-sale processing. You will receive up to 4 hours of initial training at no cost, after you have consumed the 4 hours of training for the set-up and use of the online scheduling software you will be billed at a rate of $125 per hour. As part of the Business Acceleration on-boarding program for new Training Center, there is no cost associated with the online scheduling and point-of-sale transaction software (expect for credit card transaction fees) prior to opening. After opening the Training Center you will be obligated to pay the monthly BOS Fee that includes subscription to the online scheduling and point of sale software. We recommend the purchase of a credit card terminal, a wireless point-of-sale system that interfaces with the AR Baseline scheduling software for processing credit/debit card

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

transactions and a computer for the front desk to manage the training schedule and other administrative and marketing tasks.

Included in the $600 monthly BOS Fee is: a) the Athletic Republic Technology ("ART") suite of software services which includes: AR Baseline for online scheduling, program pricing, point of sale transactions and reporting; Athlete Assessment which includes; use of the basic offering for athlete data collection and management software, AR Vision for video analysis and Athlete Management tools with predictive analytics based on intelligence pooled from a common database of athlete information; b) the Sales and Marketing suite of software services, which includes: Use of the Athletic Republic website template, hosting and analytics; a CRM software for lead management, email marketing and reputation management; and the KPI Dashboard for managing business analytics; and c) the Communication suite of software services which includes: and (4) Athletic Republic email accounts through google (additional email accounts are available for $5 per month); access to the Athletic Republic Academy online education system and use of the Athletic Republic LockerRoom. We reserve the exclusive right to make changes to the vendors providing these services and are only obligated to provide you with notice of the change in services. The set-up, configuration, content loading and a subscription service are provided at no additional cost as part of the Business Acceleration Program for the on-boarding of new Training Centers, as long as the time period does not extend beyond six months from when we activate your Training Center's website.

After the Training Center is open for business you will be required to pay us a monthly BOS Fee of $600 via Electronic Funds Transfer (per Appendix I) on the 5th day of the month for that month's service. Failure to make timely BOS, Royalty, Marketing Fee and other payments as they are due us, may result in the suspension of services, in addition to being a default of this Agreement. We reserve the right to modify the vendors providing services and increase the BOS Fee upon 60 days' notice.

I. Photographs. We will have the right to photograph and videotape the Franchised Premises and Training Clinics at all reasonable times. Subject to any applicable legal restrictions, we will have the right to use all photographs and videotapes of the Franchised Premises and Training Clinics for the purposes that we deem appropriate including, but not limited to, use in training, advertising, marketing, and promotional materials, and as evidence in any court or arbitration proceeding. Neither you nor your employees will be entitled to any right to be compensated by us, our advertising agencies, or other franchisees for any use of such photographs or videotapes. We will not make or use videos or photographs of individuals without their prior consent.

J. Compliance with Law. You must at all times conduct the Franchised Business operations in compliance with all applicable laws, regulations, codes and ordinances. You must secure and maintain in force all required licenses, permits and certificates relating to the Franchised Business. You acknowledge that you are an independent business and responsible for control and management of the Franchised Business. You acknowledge that we have no power, responsibility, or liability in respect to the hiring, discharging, setting, and paying of wages or related matters. You must immediately notify us in writing of any claim, litigation or proceeding that arises from or affects the operation or financial condition of the Franchised Business, including any crime that has been committed that involves the Franchised Business.

K. Payment of Debts. You agree to pay promptly when due: (i) all payments, obligations, assessments, and taxes due and payable to us and our affiliates, vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with your business; and (ii) all accounts and other indebtedness of every kind incurred by you in the conduct of the Franchised Business. If you default in making any of these payments, we are authorized, but not required, to pay the same on your behalf and you agree promptly to reimburse us on demand for any such payment. You understand that your failure to make timely payments to us may result in the suspension of services and the shut-down of BOS software access, email accounts, 3PQ,the Super Treadmill and Hockey Treadmill.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

L. System Modifications. You acknowledge and agree that we have the right to modify, add to or rescind any requirement, standard or specification that we prescribe under this Agreement to adapt the System to changing conditions competitive circumstances, business strategies, business practices and technological innovations and other changes as we deem appropriate. You must comply with these modifications, additions, or rescissions at your expense.

9. PERSONNEL STANDARDS. The following provisions and conditions control regarding personnel, training and supervision:

A. Supervision. You must have either a Manager, General Manager, Assistant Manager, or Sales / Marketing / Membership Manager with a similar title (the "Manager") at all times during the term of this Agreement. The Manager shall devote his or her best efforts to the Training Center's supervision, customer service, business development, membership sales, social media, and operation of the Franchised Business. You must have a Head Trainer or Director of Sports Performance at all times during the term of this Agreement. The Head Trainer shall devote his or her best efforts to the delivery of an extraordinary training experience, assessing, documenting, and communicating results with the athlete (and parents), and supervising the sports performance training team. The Manager and Head Trainer must be appointed at least 30 days before the Franchised Business opening and fully trained and earned the respective Athletic Republic Academy Level 1, and Level 2 Certifications for Trainers or Managers before opening the Franchised Business. The Head Trainer must complete the Level 3 certification course the next time it is offered after they begin employment. The Manager must complete the Manager Training curriculum within 30 days after the Training Center is open for business. Manager and Head Trainer must be approved by us in writing before being appointed by you, and we may revoke our approval at any time, in which case (i) the disapproved Manager and Head Trainer may not be your Manager and Head Trainer for any Franchised Business operated by you and (ii) you must, with our prior written approval, appoint a new Manager and Head Trainer within 30 days from the date we revoke our approval for your prior Manager or Head Trainer, and your new Manager and Head Trainer must be fully trained and certified immediately. Your Manager and Head Trainer must ensure that the Franchised Business is operated in accordance with the terms and conditions of this Agreement, although this in no way relieves you of your responsibilities to do so. Your Manager and Head Trainer must be readily and continuously available to us. OUR APPROVAL OF YOUR MANAGER AND HEAD TRAINER, OR ANY OTHER INDIVIDUAL SHALL NOT CREATE ANY LIABILITY TO US NOR BE CONSIDERED A JOINT EMPLOYER AFFILIATION. WE DISCLAIM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED OR ANY ACTIONS OR INACTIONS BY THE MANAGER OR HEAD TRAINER, OR ANY OTHER INDIVIDUAL RETAINED BY YOU.

B. Initial Training. We will provide an initial training program to educate, familiarize and acquaint your management and training team with delivering our Training Programs, running our System, using the ART software, acquiring and retaining members, and the business of operating a Franchised Business. You must, at your expense, comply with all the training requirements we prescribe. At a minimum, the Head Trainer must, at your sole cost, complete the respective Level 1, Level 2 and Level 3 Training courses for Trainers and the Manager must complete the Level 1 Trainer education and Manager education curriculum to our satisfaction. The training requirements may vary depending on our assessment of the experience of the Manager and Head Trainer and other factors. Any new Manager or Head Trainer must, at your expense, comply with our training requirements at the earliest opportunity that such training is made available by us. Furthermore, anyone training athletes must complete our Level 1 training prior to administering any Products.

The fees to access Athletic Republic Academy and the Level 1, and Level 2 training and Manager Training are included in the BOS Fee. Level 3 for Trainers is currently being offered virtually as a live course as three hours per day over five consecutive days. Other than a registration fee for first time Level 3 participants there are no other costs when we offer Level 3 virtually for Trainers.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Before opening the Training Center, we encourage every new Head Trainer to invest four to five days into learning the Athletic Republic® system by working in the Park City, Utah training center to shadow training sessions, experience business development activities, learn operations, software and scheduling systems, and conduct training sessions under the supervision of our staff in the Park City, Utah training center (the "Park City Training"). Training opportunities are scheduled by us in advance based on our availability and will be open to any Owner, Manager or Head Trainer, and will be granted on a first come, first served basis with a maximum of three (3) new people per training session. You will be responsible for all transportation, accommodation, food, and payroll expenses.

After the Fitness Equipment has been installed, one of our Level 3 instructors will come to the Training Center for up to 3 days during the first week of the Training Center's 'soft-open' period, to work with your Manager, Head Trainer and Training Team to make sure they are comfortable, knowledgeable and capable of conducting a Training Trial, understand how to utilize the Fitness Equipment and Business Operating System and are reasonably able to deliver the Athletic Republic Training System ("On-site Instruction"). Further one of our sales managers will come to the Training Center during the last week of the 'soft-open' period for up to 3 days to participate in the Grand Opening event and to provide sales support and additional instruction on converting free trials into new members, utilizing the CRM system, and business operations. Instruction services are included in the BAP Fee.

Except as provided in the following sentence, under no circumstances may you permit management of the Franchised Business by a person who has not successfully completed to our reasonable satisfaction all applicable training we require, provided, that if we revoke our approval for your Head Trainer, the trainer on your staff with the highest level of training must manage the training of athletes while your new Head Trainer is approved, appointed and trained.

C. Ongoing Training. You, your Manager and Head Trainer are expected to participate in monthly network webinars held virtually the first and third Thursday of each month. You shall reimburse us all the costs we incur in providing any additional training. If you are given notice of default and the default relates, in whole or in part, to your failure to meet any operational standards, we have the right to require as a condition of curing the default that you, your Manager and/or Head Trainer, at your expense, comply with the additional training requirements we prescribe.

D. Staffing. In addition to the Manager and Head Trainer, you shall employ competent staff in such positions, in such numbers and pursuant to our criteria as we may require under the System or the Manuals from time to time. You shall also, at your own expense, conduct at the Franchised Location such training and instruction, using such materials, equipment and supplies, as may be necessary or appropriate to keep your standards in compliance with the System. Training Center staff are expected to be wearing acceptable trade dress while working in the Training Center. No employee of yours will be deemed to be an employee of ours for any purpose.

E. Attendance at Meetings. Either you or your Manager and/or Head Trainer must attend, at your expense, all scheduled franchise conventions we may hold or sponsor and all in-person or virtual meetings regarding new products, new operational procedures or programs, training, management, sales or sales promotion, or similar topics. We reserve the right to require that you, and/or your Manager and/or Head Trainer attend any additional meetings or other events that we deem appropriate under special circumstances, provided that we will give you written notice of any such meeting at least 60 days before the meeting.

F. Special Assistance. If you have some unusual or unique operating problems or if you have a specific situation in which you require assistance, you may request from us to provide you assistance to deal with the problem or situation you have, and we may, but have no obligation to, provide you this assistance. If we

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

agree to provide you the assistance, we will charge you a $500 daily fee plus you must reimburse us for all the expenses we incur in providing you such assistance.

10. INDEMNIFICATION; INSURANCE.

A. Indemnification. We and you are independent contractors. Neither we nor you will make any agreements, representations or warranties in the name of or on behalf of the other or indicate that our relationship is other than that of franchisor and franchisee. Neither we nor you will be obligated by or have any liability under any agreements, representations or warranties made by the other, nor will we be obligated for any damages, losses, costs or expenses to any person or property directly or indirectly resulting from or arising out of the development or operation of your business, whether caused by your negligent or willful action or failure to act. You alone will be responsible for any claim, action, loss, damage, liability, injury or death arising out of, or relating to, the operation of your business or arising out of, or relating to, your acts or omissions or the acts or omissions of any of your agents, employees or contractors. You waive all claims against us arising out of the operation of the Franchised Business. You assume sole and complete responsibility for and will defend at your own cost and indemnify, reimburse and hold us harmless from and against all losses, costs, expenses (including attorneys' fees, litigation expenses, investigation expenses, and court costs), obligations, damages and liabilities directly or indirectly resulting from or arising out of the development, maintenance or operation of your business, including the operation of the Franchised Business and claims relating to your employment practices. We, using our own counsel, at your sole cost and expense, may control any matter in which we are named or directly affected. Your indemnification of us and your assumption of liabilities and obligations set forth in this Agreement will continue in full force and effect after the expiration or termination of this Agreement.

B. Insurance. Prior to hiring your first employee and/or opening your Franchise Business, you must obtain (at your expense) and maintain in full force and effect during the term of your Franchise Agreement, an insurance policy or policies protecting your franchise business entity, yourself, us, and the officers, directors, partners, agents, and employees of both your business and ours, against any loss, liability, personal injury, death, property damage, or expense whatsoever arising from or occurring upon or in connection with the operation of the Franchise Business. The insurance policies must include, at a minimum: (i) special/causes of loss coverage forms (sometimes called "All Risk coverage") on your business and all fixtures, equipment, supplies and other property used in the operation of your business, for full repair and replacement value of the machinery, equipment and improvements, including full coverage for loss of income resulting from damage to your business without any co-insurance clause, except that an appropriate deductible clause is permitted; (ii) business interruption insurance covering a minimum 12 months loss of income, including coverage for our Royalties with us named as a loss payee regarding those fees; (iii) professional liability insurance with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate; (iv) comprehensive general liability insurance, including bodily injury, product liability, property damage, contractual liability, personal injury and advertising injury insurance, with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate; (v) workers' compensation and employer's liability insurance covering all of your employees (vi) umbrella liability insurance with minimum limits of $1,000,000 per occurrence; (vii) property insurance on all furniture, fixtures, equipment, and inventory using 100% of the replacement cost valuation and or a minimum of $500,000; (viii) abuse and molestation insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate; (ix) employment practices liability insurance with a minimum policy limit of $500,000; (x) we and our affiliates as named additional insureds on all liability policies required by this Section 10.B; (xi) any other insurance coverages or amounts as required by law or other agreement related to your business. The required insurance coverage must begin as of the date of this Agreement, provided, however, that before the date you open the Franchised Location you will be obligated to carry insurance policies covering only those items specified under numerals (iv), (vi), and (vii) of this Section 10.B.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

You must deliver to us, or a third party we designate, at the beginning and annually or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this Section 10.B. The insurance certificate must show us and our affiliates as additional insureds, include a waiver of subrogation under the General Liability policy in favor of us and provide that we will be given 30 days' prior written notice of material change in or termination or cancellation of the policy. We will communicate the insurance certificate reporting process and may also request copies of all policies.

If you do not procure and maintain the insurance coverage required by this Agreement, we have the right, but not the obligation, to procure insurance coverage and to charge the same to you, together with a reasonable fee for the expenses we incur in doing so, payable by you immediately upon notice. Maintenance of the insurance requirement will not relieve you of the obligations of indemnification. You understand and agree that the coverage required by us represents our minimum requirements only and may not be sufficient to adequately protect your interests. In addition, the coverage may not comply with the terms of other documents to which you are a party or with the insurance requirements in your jurisdiction. You are encouraged to conduct your own evaluation of your minimum insurance requirements to ensure that your interests are adequately protected. You assume all risks in connection with the adequacy of any insurance or self-insurance program and waive any claim against us for any liability costs or expenses arising out of any uninsured claim, in full or in part, of any nature.

We may from time to time modify the required minimum limits and require additional insurance coverages, by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the Athletic Republic® system, standards of liability and higher damage awards, and you shall immediately procure the amended coverage and promptly forward to us amended Certificates of Insurance evidencing compliance with the required changes.

If you are self-insured and we, in our sole discretion, consider that your coverage represents an adequate substitute for the insurance required in this Section 10.B, we, at your request, may, in our sole discretion, allow you to use your self-insurance instead of the insurance required in this Section 10.B. If we deny your request, you must obtain and maintain the insurance required in this Section 10.B. Furthermore, we may, at any time during the term of this Agreement, withdraw our approval to use your self-insurance instead of the insurance required in this Section 10.B, in which case you must, immediately after we withdraw our approval, obtain and maintain the insurance required in this Section 10.B.

11. NON-COMPETE COVENANTS. You agree that you will receive the benefits of our experience and best practices, valuable training and Confidential Information that you otherwise would not receive or have access to but for the rights licensed to you under this Agreement. You agree to the following provisions.

A. During Term. You, anyone that at any time holds a 20% or greater equity interest in you, your guarantors, Manager and your Head Trainer will not, directly or indirectly, during the Term of this Agreement, on your or their own account or as an employee, consultant, partner, officer, director, shareholder or member of any other person, firm, entity, partnership, corporation or company: own, operate, lease, franchise, engage in, be connected with, have any interest in (provided that you not disclosed such businesses to us before signing the Franchise Agreement), or assist any person or entity in any sports performance training business or a business that specializes in improving an athlete's fundamental movement skills, such as speed, power or agility, or the athlete's functional movement skills, such as first-step quickness, linear speed, multi-direction movement, explosive power and proprioceptive awareness, at any location.

B. After Termination. You, anyone that at any time holds a 20% or greater equity interest in you, your guarantors, Manager and your Head Trainer will not, directly or indirectly, for a period of 2 years after the transfer by you, or the expiration or termination of this Agreement, on your or their own account or as an employee, consultant, partner, officer, director, shareholder, lender, or joint venturer of any other person,

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

firm, entity, partnership, corporation or company: own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in any sports performance training business or a business that specializes in improving an athlete's fundamental movement skills, such as speed, power or agility, or the athlete's functional movement skills, such as first-step quickness, linear speed, multi-direction movement, explosive power and proprioceptive awareness that is located: (i) at your former Franchised Business location; (ii) within the Protected Territory; (iii) at any franchised or licensed business location or any facility using the Trademarks, the Patents Rights or the System (whether it is owned by us or our affiliates or whether it is a licensed or franchised facility) in operation or under construction as of the date of termination, expiration or transfer (each an "Existing Location"); (iv) or within a 25-mile radius of any Existing Location (subject to applicable state law). Additionally, for a period of 2 years after the transfer by you, or the expiration or termination of this Agreement, you agree not to solicit any current, former, or prospective customer of the Franchised Business or any other customer of whom you have become aware as a result of your access to our System or other franchisees for any competitive purpose.

Without limiting the obligation in this Section 11, you must obtain Confidentiality and Non-Compete Agreements in the form attached as Appendix F from all the persons mentioned in this Section 11 and you must deliver such agreements within 5 days from the date we require them.

You agree that the length of time set forth in this Section 11 will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement. You agree that the time period and the scope of the covenants set forth in this Section 11 are the reasonable and necessary time and distance needed to protect us if this Agreement expires or is terminated for any reason.

Notwithstanding anything in this Section 11, it is expressly agreed that you may, at all times, offer those products and services that you were offering before the date of this Agreement, other than the Products. Furthermore, it is expressly agreed that all the persons or entities mentioned in this Section 11 may engage, in any capacity, in any other facility using the Trademarks, the Patents Rights or the System.

12. TRANSFERS.

A. Conditions to Your Transfer or Assignment. We have entered into this Agreement with specific reliance upon your financial qualifications, experience, skills, and managerial qualifications as being essential to the satisfactory operation of the Franchised Business. This Agreement, and your rights and obligations under it, are and shall remain personal to you. As used in Section 12, the term "Transfer" shall mean any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by your disability or death or by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets used to operate the Franchised Business, or of any interest in you, or if you are a corporation, partnership, limited liability company or other entity, a transfer, pledge, assignment, or other disposition of 50% or more of the interest in your entity (which shall include the cumulative effects of any transfers within a 12-month period). You (and your shareholders, partners and members) will not directly or indirectly make a Transfer without (i) first tendering to us the right of first refusal in accordance with Section 12.B and (ii) our prior written consent. Unless otherwise provided in this Agreement, we will not unreasonably withhold our consent to a Transfer, subject to all of the following conditions being satisfied: (a) you have first tendered to us the right of first refusal in accordance with Section 12.B and we do not exercise such right; (b) the assignee must meet all of our then-current requirements for any potential new franchisee at the time of the proposed Transfer, including passing a background check, completing a credit check, have no personal bankruptcy filings, having a net worth in excess of $500,000, is not currently operating a competing business, and has the passion, business experience and personal capability to be a successful Training Center owner; (c) you are in full compliance with all your obligations under all Franchise Agreements and all other agreements executed between you and us

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

or our affiliates, and all your debts and financial obligations to us and our affiliates, your suppliers and your landlord are current; (d) you and your owners execute a written agreement in a form satisfactory to us in which you and your owners covenant to observe all applicable post-term obligations and covenants contained in this Agreement; (e) the proposed transferee executes our then-current standard form of franchise agreement (modified to reflect that the agreement relates to a Transfer), the terms of which may differ from this Agreement (including different Royalty fees, BOS requirements and Fees, Marketing Fees, and Protected Territory) and pays us the then-current On-Boarding Fee; (f) the proposed transferee agrees in writing to perform the maintenance, remodeling and re-equipping of the Franchised Business that we determine necessary to bring the Franchised Business in compliance with our then-current standards, regardless of the cost of such modernizations, interior branding, and/or equipment replacements; (g) before the date of the proposed Transfer, the proposed transferee's Manager successfully completes the training and instruction as we deem necessary; (h) you and all holders of an interest in you execute a general release in a form similar to that attached as Appendix D; (i) unless the Transfer is to an immediate family member, you pay us a $10,000 transfer fee (the "Transfer Fee"). The Transfer Fee must be paid at the time you submit an application for consent to Transfer and the Transfer Fee is nonrefundable even if, for any reason, the proposed Transfer does not occur, in which case the Transfer Fee you paid us for the failed Transfer will not be applied to any future attempted Transfer; (j) the transferee pays us a portion of the $38,000 BAP Fee proportionate to the services that will be required by us to on-board and educate them on our System, BOS and business operations for an effective transfer of ownership, and (k) you comply with any other conditions that we reasonably require from time to time as part of our Transfer policies.

You will not Transfer your interest in this Agreement to any person, partnership, corporation or entity that owns, operates, franchises, develops, consults with, manages, is involved in, controls, or is controlled by any person with an interest in any competing sports performance training or adult fitness business or if the Transfer will cause the provision in Section 11.A to be violated. Any attempted Transfer by you without our prior written consent or otherwise not in compliance with the terms of this Agreement will be void, your interest in this Agreement will be voluntarily abandoned and it will provide us with the right to terminate this Agreement immediately. You acknowledge and agree that the restrictions imposed on the Transfer are reasonable and necessary to protect the goodwill associated with the System, the Patents Rights and the Trademarks, as well as our reputation and image, and are for the protection of us, you, and all our other franchisees.

B. Right of First Refusal. You will not directly or indirectly sell, assign, trade, transfer, lease, sublease, or otherwise dispose of any interest in or any part of the equipment that we sell to you under the Equipment Purchase Agreement, or that is leased to you by a third party, and any other equipment and any accessories that you subsequently acquire from us or that are required by us without first offering the same to us in writing at a price equal to the higher of (i) the net book value of the Fitness Equipment depreciated to the maximum extent permitted by applicable law or (ii) the amount offered to you by the approved third party, which holds a current operating agreement in good-standing with us. Upon our receipt of written notice specifying the proposed price and terms of the proposed sale or transfer, we will give you written notice within 60 business days after we receive the notice, which will either waive our right of first refusal to purchase or will state an interest in negotiating the purchase according to the proposed terms. If you and we begin negotiations pursuant to this Section 12.B, you may not sell to a third party for at least 90 days or until we and you agree in writing that the negotiations have terminated, whichever occurs last. If we waive our right to purchase, you will have the right to complete the sale or transfer of the Fitness Equipment according to the terms set forth in the written notice to us, but not upon more favorable terms to the proposed buyer. If you desire to sell, transfer or assign any of the Fitness Equipment to any proposed buyer upon terms more favorable than those which you have offered to us, you may not do so without first offering the Fitness Equipment to us upon the more favorable terms in accordance with the provisions of this Section 12.B. Any such sale, transfer or assignment to a third party must hold a current franchise agreement with us is expressly subject to the provisions set forth in this Section 12 and any lease agreement you may have executed. Your obligations under this Agreement will not be affected or changed because of our non-acceptance of your written offer.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

C. Transfer by Us. We may transfer or assign this Agreement or any or all of the rights, interests, benefits or obligations arising under it without restriction. Upon any transfer or assignment of this Agreement by us, we shall be released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment.

13. DEFAULT; TERMINATION.

A. Termination by Us with Notice to Cure. You shall be in default 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 Manual, policy, procedure or statement or other written document provided by us, or to carry out the terms of this Agreement in good faith. Except as provided in Section 13.B, we will provide you with 30-days written notice of your default and of our intent to terminate the Agreement. If the defaults specified in the notice are not cured within the 30-day period, this Agreement shall automatically terminate upon the expiration of the 30-day period without further notice. Such defaults shall include without limitation, the occurrence of any of the following events: (i) a threat or danger to public health or safety results from the construction, maintenance or operation of the Franchised Business; (ii) you use non-approved equipment in the Franchised Business; or (iii) you, by act or omission regarding the maintenance or operation of the Franchised Business, permit a continuing violation of any applicable law, ordinance, rule or regulation of a governmental body.

B. Termination by Us with No Opportunity to Cure. You shall be in default and we may, at our option, terminate this Agreement without affording you any opportunity to cure the default, effective immediately on our issuance of written notice of termination, upon the occurrence of any of the following events: (i) any material misrepresentation or omission in your franchise application; (ii) you cease to operate the Franchised Business for 10 consecutive business days (as defined in Section 8.A) or 15 or more business days in any 12-month period or otherwise your voluntary abandonment of this Agreement or the Franchised Location; (iii) the loss of your lease; (iv) the failure to timely cure a default under the lease; (v) any unauthorized use of the Confidential Information; (vi) any violation to the obligations not to compete under Section 11.A; (vii) insolvency of you, any of your owners or a guarantor; (viii) any portion of the Franchised Business becomes subject to an attachment, garnishment, levy or seizure by any creditor or any other person; (ix) any default under this Agreement that materially impairs the goodwill associated with any of the Trademarks; (x) conviction of you, any of your owners or guarantors of (or pleading no contest to) any felony regardless of the nature of the charges, or any misdemeanor that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair your reputation or the goodwill of the Trademarks or the Franchised Business; (xi) you fail, refuse or neglect to pay Royalties or Marketing Fees to us within 30 days after the Royalties or Marketing Fees become due; (xii) intentionally understating or underreporting Gross Sales, Royalties Fees or any understatement or 5% variance on a subsequent audit within a 3 year period under Section 4.G; (xiii) failure to secure a site for the Franchised Location by the date set forth in Section 2.A; (xiv) failure to open the Franchised Location by the date set forth in Section 2.B; (xv) failure to order or take delivery of the equipment by the dates set forth in Section 8.C; (xvi) you or any of your owners, guarantors, or Facility Director acquire, directly or indirectly, ownership or an interest in, or otherwise becomes involved in a competing business; (xvii) any unauthorized transfer or assignment in violation of Sections 12.A or 12.B; (xviii) any default by you that is the second same or similar default within any 12-month period or the fourth default of any type within any 24-month period; (xix) you offer any part of the Training Programs at a location not listed in Appendix D; or (xx) termination of another franchise agreement or any other agreement between you or your affiliates and us or our affiliates due to you or your affiliates' default(s).

You acknowledge and agree that a breach or violation of any term, covenant, condition, warranty, representation or other obligation by you under this Agreement (other than a breach or violation that may be cured under Section 13.A above and that is in fact cured within 30 days after notice) shall constitute a material

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

breach and default under this Agreement. Any breach or violation that may be cured under Section 13.A. above and that is not in fact cured within the 30-day period shall also constitute a material breach and default under this Agreement.

The Sprinting Treadmill, the Hockey Treadmill, the 3PQ and the ART Software include a shut-off device that we can activate remotely. In addition to our right to terminate this Agreement, we will have the right to shut-off the Sprinting Treadmill, the Hockey Treadmill, the 3PQ, and deny access to all BOS software and services, including the training center's online scheduling system, athlete assessment app, website and staff email accounts in the event that you fail to make payments to us when due or default on any payments owed to us. Once the treadmill's shut-off device is activated, a code will be required to reactivate the equipment; we will provide you the code to reactivate the equipment once you are current on all payments owed to us and are otherwise in full compliance with your obligations under this Agreement.

C. Automatic Termination. This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following: (a) if you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the ; or (b) if proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within 60 days, or a trustee or receiver is appointed for you or the Franchised Business without your consent, and the appointment is not vacated within 60 days.

14. POST-TERM OBLIGATIONS. Upon the expiration or termination of this Agreement:

A. Obligations upon Termination. All of your rights to the use of the Trademarks and all other rights and licenses granted in this Agreement will revert to us without further act or deed of any party and all of your right, title and interest in, to and under this Agreement will become our property. You shall immediately cease to operate the Franchised Business, and shall not, directly or indirectly, represent to the public or hold yourself out as an Athletic Republic® franchisee or to have any affiliation with Athletic Republic® regarding such business. You shall immediately and permanently cease to use, in any manner, all Confidential Information, including Manuals, protocols, methods, procedures, best practices, and techniques used by or associated with the System, the Trademarks and the distinctive forms, trade dress, slogans, signs, symbols, logos and devices associated with the System, BOS software and services and all or any portion of point-of-sale, advertising or marketing materials developed, furnished or approved by us. You shall immediately return to us all Manuals (including, without limitation, all the protocols) that have been printed or provided and any other property held or used by you that is owned by us, and you shall cease to use, and shall at our option and at our request, either destroy or convey to us, all signs, displays, stationery, forms and any other materials that bear or display the Trademarks. If we request that you destroy any such materials, you shall, promptly after destruction of such materials, provide us with a letter on your letterhead and signed by your Owner(s), President or Chief Executive Officer attesting that the materials have been properly destroyed in accordance with applicable law. You shall immediately return to us, at your own expense, all of the ThrowingCords, KickingCords, PlyoCords, HittingCords, StartCords, SprintCords, PowerCords, Hamstring Cords, Warm-up Cords, Hip Cords, EZ Spot connection and all other cords, belts, lanyards and harnesses used at the Franchised Business. You must immediately comply with the post-term non-compete obligations under Section 11.B. You must immediately cancel or assign to us, at our option, any assumed name rights or equivalent registrations filed with authorities. You shall immediately pay all sums owed to us (including minimum Royalties and Marketing Fees for the remainder of the entire Term of this Agreement from the date of termination, unless you terminate the Agreement due to our breach and pursuant to the provisions of Section 13.C), our affiliates or designees and all sums you owe to third parties, and such sums shall include all damages, losses, costs and expenses (including attorneys' fees) incurred by us as a result of your default and the termination of this Agreement

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

and you agree that until such obligation is paid in full, you will grant us a lien against all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by you and used in the Franchised Business. You must continue to comply with the confidentiality provisions of Section 8.G. You must, within 10 days after termination or expiration of this Agreement, at your expense and subject to Section 14.B, remove or obliterate all signage, displays or other materials (electronic or tangible) in your possession at the Franchised Location or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks and so alter the appearance of the Franchised Location as to differentiate the Franchised Location unmistakably from duly licensed Athletic Republic® franchisees. At a minimum the modifications shall include: (i) removal of all signage and all interior branding elements; (ii) alteration of the white, red, gray, blue and black color scheme and decor; and (iii) discontinuation of the use of any item containing any of the Trademarks. If, however, you fail to comply with these provisions within 10 days from the date of termination of this Agreement, we shall have the right to enter the Franchised Location and remove all signage, displays or other materials in your possession at the Franchised Location or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks, and you must reimburse us for our costs incurred. You shall furnish us with written evidence satisfactory to us of compliance with all the obligations set forth in this Section 14.A within 30 days after termination or expiration of this Agreement. You shall also pay to us all damages, losses, costs and expenses, including attorneys' fees, incurred by us 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.

Notwithstanding anything to the contrary, in the event of expiration or termination of this Agreement, you will remain liable for your obligations pursuant to this Agreement or any other agreement between you and us or our affiliates that expressly or by their nature survive the expiration or termination of this Agreement, including the payment of the minimum Royalties and Marketing Fees for the entire Term of the Agreement as defined under Sections 3 and 4.

B. Purchase Option. Upon the expiration or termination of this Agreement we shall have the right to purchase or designate a third party that will purchase all or any portion of the equipment purchased by you in the Equipment Purchase Agreement and any other equipment and any accessories that you subsequently purchase from us or that are required by us. We will have 60 days from the date of termination or expiration to notify you of our decision to exercise our rights under Section 14.B. In the event of termination, the purchase price for the assets we decide to purchase shall be equal to the lesser of the Net Depreciated Book Value determined in accordance with Generally Accepted Accounting Principles in the United States or 35% of the purchase price paid by you for such asset. In the event of expiration, the purchase price for the assets we or our designated party decide to purchase shall be equal to the greater of the Net Depreciated Book Value determined in accordance with Generally Accepted Accounting Principles in the United States or (i) 10% of the purchase price paid by you for such assets if the expiration occurs at the end of the initial term or (ii) 5% of the purchase price paid by you for such assets if the expiration occurs at the end of the first renewal term or (iii) 1% of the purchase price paid by you for such assets if the expiration occurs after the end of the second renewal term.

You will be responsible for all travel expenses, proper equipment packaging and palletizing, per our instructions, removal and freight charges (including the specialized tools required for disassembly) for returning equipment purchased or recovered from your Franchised Business. We will deduct the total amount of the expenses we incur from the purchase price we must pay you if we exercise our purchase option and make adjustments to the valuation if the equipment is damaged due to improper packaging.

Upon the expiration or termination of this Agreement, your rights to all software covered by the BOS Fee will terminate, along with the license to use the 3PQ software, the AR Vision software, and there will be no re-purchase value assigned to the software used in the Business Operating Systems, the Business Acceleration Program, any of the balance, slam or medicine balls, free weights, the 3PQ software and computer, Ground-Based training equipment, Recovery and Health equipment, Treadmill Platforms, Backpedal Mirror, PlyoBoxes,

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

PlyoFoams, branded Wall Spines and Storage Racks, the overhead safety rail and hockey treadmill lanyards, or the AR Vision system all of which must be returned to us.

Your lease agreement for the Franchised Location and the documents executed between you and any person or entity providing you financing to purchase, lease, or otherwise acquire rights to the equipment and accessories used in the operation of the Franchised Business must include a provision stating that your landlord and the person or entity providing you such financing acknowledge our rights to repurchase provided under Sections 12.B and 14.B and agree that such rights will have priority over any right they may have on such equipment and accessories, as provided as the Franchise Lease Stipulation in Appendix J. You must provide us copies of the draft of your lease and the documents to be executed between you and any person or entity providing you the financing including such provision. You may not execute such documents before we provide our written approval to the provision referenced in this paragraph. If you fail to comply with your obligations under this paragraph and as a result of your omission our rights under Sections 12.B or 14.B are affected, you agree to pay us $75,000 as fair and reasonable liquidated damages (but not as a penalty). You agree that this amount is for the damages that we will suffer for our inability to exercise our rights to repurchase the equipment and accessories used in the operation of the Franchised Business and that it would be difficult to calculate with certainty the amount of damage that we will incur. You shall grant us a right to a security interest in the equipment we provide you to ensure payment of Royalty Fees, Marketing Fees, BOS Fees and other obligations through the Term of the Agreement and you hereby authorize us to file a UCC§1 with the Department of Commerce or other such government entity in the state where the Franchise Business is located. Notwithstanding the foregoing, if a court determines that this liquidated damages payment is unenforceable, then we may pursue all other available remedies, including consequential damages.

C. Attorney in Fact; Expenses. We may, if you fail or refuse to do so, execute in your name and on your behalf, any actions or documents that may be necessary to affect your obligations under Section 12.B or this Section 14, and you irrevocably appoint us as your attorney in fact to do so, which appointment is coupled with an interest. You shall pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us 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.

15. DISPUTE RESOLUTION. The following provisions apply regarding dispute resolution:

A. Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 15.B of this Agreement, the parties' rights under this Agreement and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the State of Utah. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities.

B. Arbitration; Mediation. Except as qualified below, any dispute between you, your affiliates, owners or guarantors and us or our affiliates, arising under, out of, in connection with or in relation to this Agreement, the Franchised Business, or the parties' relationship must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association. The arbitration must take place in Salt Lake City, Utah. The arbitrators will be bound to the Federal Rules of Evidence and Discovery and shall be governed by the Federal Rules of Civil Procedure. The arbitrators shall have no authority to determine class action claims or other consolidated claims and shall have no authority to amend or modify the terms of the Agreement. The decision of the arbitrators will be final and binding on all parties to the dispute, provided, however, that the arbitrators may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

business performance that we set. A judgment may be entered upon the arbitration award by any state or federal court in Utah or the state of the Franchised Location.

Before the filing of any arbitration, as a pre-condition to the filing of any arbitration, the parties agree to mediate any dispute that does not include the injunctive relief or specific performance actions covered under Section 15.C, provided that the party seeking mediation must notify the other party of its intent to mediate before the termination of this Agreement. Mediation will be conducted by a mediator or mediation program agreed to by the parties. Persons authorized to settle the dispute must attend all mediation sessions in person. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute. If the parties do not reach resolution during the mediation, the parties are free to pursue arbitration after the expiration of five (5) business days following the conclusion of the mediation. Mediation is a compromise negotiation for purposes of the federal and state rules of evidence and the entire process is confidential. Each party will bear their own costs and will split the cost of the mediator.

C. Injunctive Relief; Exemptions to Arbitration. You recognize that your failure to fulfill your obligations provided under this Agreement may cause irreparable damages to us or other franchisees. Therefore, notwithstanding Section 15.B above, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until the time a final and binding determination is made by the arbitrators. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that the parties might otherwise have by virtue of any breach of this Agreement by the other party. Furthermore, we have the right to begin a civil action against you or take other appropriate action for the following reasons: to collect sums of money due to us; to compel your compliance with trademark standards and requirements to protect the goodwill of the Trademarks; to compel you to compile and submit required reports to us; or to permit evaluations or audits authorized by this Agreement.

D. Venue. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 15.B must be brought in the Federal District Court for the District of Utah or in the State courts located in Salt Lake City, Utah. The parties irrevocably submit themselves to, and consent to, the exclusive jurisdiction of said courts.

E. Jury Waiver. All parties irrevocably waive jury trial in any action or proceeding whether at law or in equity.

F. Waiver of Punitive Damages. You, your owners and guarantors and your affiliates and us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained.

G. Attorneys' Fees. If you are in breach of any monetary or non-monetary obligation under this Agreement or any related agreement between you and us and/or our affiliates, and we engage an attorney to enforce our rights (whether or not formal judicial proceedings are initiated), you must pay all of our reasonable attorneys' fees, court costs and litigation expenses we incur. If you institute any legal action to interpret or enforce the terms of this Agreement, and your claim in such action is denied or the action is dismissed, we are entitled to recover our reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

H. Survival. The provisions of this Section 15 will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this Section 15, and with a complete understanding of such purposes and needs agree to be bound in the manner stated in this Section 15.

16. MISCELLANEOUS. The parties agree to the following provisions:

A. Adaptations and Variances. You acknowledge and agree that because complete and detailed uniformity under varying circumstances may not be practical, there may be variations from standard specifications and practices among Athletic Republic® franchisees and that you shall not be entitled to require us to grant like or similar variations or privileges to you.

B. Interpretation of Rights and Obligations. Whenever this Agreement provides that we have a certain right, that right is absolute, and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally, even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include enhancing the value of the Trademarks or Patents Rights, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

C. Claims. You (and your officers, directors, owners and guarantors) expressly agree that no claim or cause of action may be filed or maintained against us and/or any of our present and former owners, officers, directors, employees, representatives, affiliates, parent companies, subsidiaries, predecessor, successors and assigns (each a "Franchisor Related Party") arising out of or relating to this Agreement, the relationship established by this Agreement, the offer and sale of the franchise opportunity, the Equipment, and/or the operation of the Franchised Business unless such claim or cause of action is filed before the expiration of the "Limitations Period". For purposes of this paragraph, the term "Limitations Period" means: one (1) year from the earlier of: (a) the date of the act, transaction or occurrence giving rise to the claim against us or a Franchisor Related Party; or (b) the date on which you (your officers, directors, owners and/or guarantors) knew or reasonably should have known of the facts or circumstances giving rise to the claim against us or a Franchisor Related Party. Notwithstanding the foregoing, if the Limitations Period is unenforceable under Utah law (or, in the event a court or an arbitrator determines a different state's law applies, then under that state's law), then the Limitations Period shall be equal to the shortest time period for a limitation of claims provision that is enforceable under the applicable law.

This contractual limitation of claims provision applies to all claims, whether based on contract, tort, statute, or any other legal theory. You acknowledge that this limitation of claims provision and the Limitations Period is a material inducement for us to enter into this Agreement and that it is intended to provide certainty and finality to potential disputes. To the fullest extent permitted by law, you hereby waive any longer statutory limitation period and agree that the foregoing limitation is reasonable and enforceable.

D. Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted to compensate the appropriate party for any consideration lost because

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written.

E. Integration/Waiver. The preambles are a part of this Agreement. The headings of the Sections are for convenience only and do not define, limit or construe the contents of such Sections. This Agreement, together with its Appendixes and Addendum(s) constitute the entire agreement between the parties with respect to the subject matter of this Agreement and embody and supersede all prior agreements and negotiations with respect to this subject matter. There are no representations or warranties of any kind, express or implied, except as contained in this Agreement. Notwithstanding the foregoing, you will be entitled to rely on the representations contained in the disclosure document provided to you prior to and in connection with your execution of this Agreement. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify standards and as otherwise provided in this Agreement, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us.

F. Acknowledgments. You acknowledge that you have conducted an independent investigation of the business franchised under this Agreement and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon your ability. You acknowledge that you have received, read and understood this Agreement, that we have accorded you time and opportunity to consult with advisors of your own choosing about entering into this Agreement. You further acknowledge that we have recommended to you that you retain legal counsel to review this Agreement, the Appendixes and Addendum(s) attached to this Agreement and to advise you as to the terms and conditions of these documents and the potential economic benefits and risks of loss relating to these documents and the transactions contemplated in this Agreement. You acknowledge that we will not refund all or any part of any amounts payable under this Agreement or for the purchase of any of the products, equipment or supplies furnished by us.

G. Notices. Except as otherwise provided in this Agreement, any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if delivered by hand; (ii) one business day after placement with a reputable national overnight carrier; or (iii) 3 business days after deposit if placed in the mail for delivery by airmail, postage pre-paid, and addressed to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notice to us:

Athletic Republic Inc.
3126 Quarry Road, Suite F
Park City, Utah 84098
Attention: CEO

Copy to:

Fisher Zucker, LLC
Lane Fisher, Esq.
21 South 21st Street
Philadelphia, PA 19103

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Notice to you: _____
_____
_____

H. Relationship of the Parties. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence. Without limiting the generality of the foregoing, we will have no liability in connection with or related to the products or services rendered to you by any third party, even if we required, approved or consented to the product or service or designated or approved the supplier.

I. Guarantee. All individuals or entities who, now or in the future, directly or indirectly, own a 20% or greater interest in the franchisee when the franchisee is a corporation, limited liability company, partnership, or other entity must execute the form of personal guaranty attached to this Agreement as Appendix H. In addition, if we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or entity who directly or indirectly owns less than a 20% interest in the franchisee, that person or entity must also execute the form of personal guaranty. Furthermore, any individual or entity that at any time after the date of this Agreement, directly or indirectly acquires a 20% or greater interest in the franchisee must execute the form of personal guaranty within 10 days from the date such person or entity acquires the 20% or greater interest in the franchisee. Before approving and entering into any transaction that would make any person or entity the owner of a 20% or greater interest in the franchisee, you must notify such person or entity of the content of this Section 16.I.

J. Force Majeure. In the event of any failure of performance of this Agreement according to its terms by any party due to force majeure will not be deemed a breach of this Agreement. For purposes of this Agreement, "force majeure" shall mean acts of God, State or governmental action, riots, disturbance, war, strikes, lockouts, prolonged shortage of energy supplies or any raw material, epidemics, pandemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or other similar event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of any party, which prevents in whole or in material part the performance by one of the parties of its obligations under this Agreement.

K. Notice of Potential Profit. We and/or our affiliates may from time to time make available to you goods, products or services for use in the Franchised Business on the sale of which we and our affiliates may make a profit. Further, we and our affiliates may from time to time receive consideration from suppliers or manufacturers in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and our affiliates are entitled to said profits and/or consideration and that you will not receive (and are not entitled to) any part of such consideration.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the date set forth above.

FRANCHISEE:	ATHLETIC REPUBLIC, INC.
By _____	By _____
Its _____	Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

By _____

Its _____

By _____

Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix A
ATHLETIC REPUBLIC TRAINING PROTOCOLS

TRAINING TRIAL

Trial Training Session - Acceleration
Trial Training Session - Endurance

ACCELERATION – 60 minute

Regular Acceleration Level 1
Regular Acceleration Level 1.5
Regular Acceleration Level 2
Regular Acceleration Level 3
Regular Acceleration Level 4
Regular Acceleration Level 5
Backpedal Level 1
Regular Plyometrics Level 1
Regular Plyometrics Level 2
Regular Plyometrics Level 3
Regular Plyometrics Level 4
Condensed Plyometrics Level 1
Condensed Plyometrics Level 2
Home Plyometrics Level 1
In Season Training Level 0.75
In Season Training Level 1
In Season Training Level 1.5
In Season Training Level 2
Training Camp Hybrid (1 week)
Training Camp Speed (1 week)
Training Camp Agility (1 week)

ACL BRIDGE (Additional Certification Required)

ACL Bridge Assessment/Evaluation
ACL Bridge Phase 1
ACL Bridge Phase 2
ACL Bridge Phase 3
ACL Bridge – Modified (Level 1, 2 & 3)

ADULT FITNESS @ AR (AR-FIT)

Adult Fitness @ AR 2025 Programs (63 workouts)
High Intensity Interval Training
(52 weeks of daily work-outs)
1 Week Blank Template
AR-FIT 8-week Challenge daily workouts
AR-FIT 7-week Challenge daily workouts
AR-FIT 6-week Challenge daily workouts
Adult Enhanced - 12 Sessions (Yamuna & Stick Mobility)

BALANCED PROTOCOL – 90 minute

Balanced Protocol Overview
6 Session Hybrid Level 1
6 Session Balanced Plyo Level 1
6 Session Balanced Treadmill Level 1
9 Session Balanced Plyo Level 1
9 Session Balanced Treadmill Level 1
12 Session Balanced Plyo Level 1
12 Session Balanced Treadmill Level 1

BASEBALL

Baseball Hitting Drills
Baseball PowerCord Level 1
Pro Baseball In-Season Backpedal Level 1
Pro Baseball In-Season FWD RTM Level 1
Pro Baseball Pitchers Preseason Backpedal Level 1
Pro Baseball Pitchers Preseason Backpedal Level 2
Pro Baseball Pitchers Preseason FWD RTM Level 1
Pro Baseball Pitchers Preseason FWD RTM Level 2
Baseball / Softball Movement Drills & Strength

BASKETBALL

Basketball Hybrid Plyo, Treadmill, Backpedal Level 0.75
Basketball Hybrid Plyo, Treadmill, Backpedal Level 1
Basketball Hybrid Plyo, Treadmill, Backpedal Level 1.5
Basketball Hybrid Plyo, Treadmill, Backpedal Level 2
Basketball PowerCord Level 1

CORDS

ThrowingCord Level 1
ThrowingCord Level 2
HittingCord Level 1
KickingCord Level 1
PowerCord Level 1

DISTANCE RUNNING

Distance Running 800m-1500m Level 1
Distance Running 800m-1500m Level 2
Distance Running 800m-1500m Level 3
Distance Running 3K-10K Level 1
Distance Running 3K-10K Level 2
Distance Running 3K-10K Level 3

ENHANCED

Recovery (week 1-3)
Recovery (week 4-6)
Jump Strength (week 1)

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Jump Strength (week 2)
Jump Strength (week 3)
Jump Strength (week 4)
Female Stability – Protocol Adaptations
Advanced Female Stability - Yamuna (6 Sessions)
Stability Sessions 1-10
Sensory Training
Shoulder Stability

ENDURANCE

3S (Speed, Strength & Stability) – 4, 6, & 8 weeks
Distance Running Mechanics & Assessment - checklist
Distance Running Program (weekly schedule) based on 10k
Distance Running Protocol 10k - Beginner
Distance Running Protocol 10k - 55 min.
Distance Running Protocol 10k - 50 min.
Distance Running Protocol 10k – 47-49 min.
Distance Running Protocol 10k - 45 min.
Distance Running Protocol 10k – 41-43 min.
Distance Running Protocol 10k - 40 min.
Distance Running Protocol 10k – 37-38 min.
Distance Running Protocol 10k – 35 min.
Indoor Cycling - Ride-of-the-Day
Indoor Cycling - Course Rides
Indoor Cycling – Swift

FIGURE SKATING

Figure Skating Jump Plyo Level 1
Figure Skating Plyos Level 1
Figure Skating Plyos Level 2
Figure Skating Plyos Level 3
Figure Skating Plyos Level 4
Figure Skating Backpedal Level 1
Figure Skating Backpedal Level 2
Figure Skating Backpedal Level 3
Figure Skating Backpedal Level 4
Figure Skating FWD RTM Level 1
Figure Skating FWD RTM Level 2
Figure Skating FWD RTM Level 3
Figure Skating FWD RTM Level 4

FOOTBALL

Football - Collegiate Level 1 (OL/DL)
Football - Collegiate Level 2 (OL/DL)
Football - Collegiate Level 1 (RB/LB/TE)
Football - Collegiate Level 2 (RB/LB/TE)
Football - Collegiate Level 1 (QB)
Football - Collegiate Level 2 (QB)
Football - Collegiate Level 1 (WR/DB)
Football - Collegiate Level 2 (WR/DB)
Collegiate Football Plyos Level 1
Collegiate Football Plyos Level 2
Pro Football Lineman Backpedal Level 1
Pro Football Lineman Backpedal Level 2
Pro Football Lineman FWD RTM Level 1
Pro Football Lineman FWD RTM Level 2
Pro Football Speed Specific Backpedal Level 1
Pro Football Speed Specific Backpedal Level 2
Pro Football Speed Specific Backpedal Level 3
Pro Football Speed Specific FWD RTM Level 1
Pro Football Speed Specific FWD RTM Level 2
Pro Football Speed Specific FWD RTM Level 3
Pro Football Speed Specific Plyometrics Level 3
Football Movement Drills & Sport-Specific Strength

GOLF

Golf Level 1
Golf Off-Season Base Building (4 weeks)
Golf Pre-Season Conditioning (4 weeks)
In-season Tour Training (2x week out-of-center)

GROUND-BASED (in-center/off-site)

Ground-based Level 1
Speed Camp - 9 Sessions (½ in center)

GYMNASTICS

Gymnastics Level 1

HOCKEY

Hat-Trick Level 1
Hat-Trick Level 2
Hat-Trick Level 3
Hat-Trick Level 4
Hat-Trick Level 5
Junior Skating Level 1
Junior Skating Level 2
Junior Skating Level 3
Junior Skating Level 4
Backward Skate Level 1
Collegiate Level 1
Collegiate Level 2
Collegiate Level 3
Goalie Level 1
Goalie Level 2
Pro Hockey Level 1
Pro Hockey Level 2
Plyo Platform Pro Hockey Level 1
Plyo Platform Pro Hockey Level 2
Special Hockey 3-Week Protocol Level 1
Shooting & Stick Handling Level 1 Plyos

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

In-Rink Flexibility and Balance Level 1 Cords
In-Rink Slide Board and Balance Level 2 Cords
Shooting & Stick Handling Level 1 Cords

IGNITION
Ignition (Youth - Ground Based) Protocol Level .25
Ignition (Youth - RTM) Protocol Level .5
Ignition (Youth - RTM) Protocol Level .75
Ignition (Youth - Ground Based) 12 Session, Outdoor
Learn to Train (Youth - U8)

KICKING CORD
Kicking Cord Level 1

LACROSSE
Lacrosse Movement Drills & Sport-Specific Strength

MOBILITY
Exercise Summary
Tournament Recovery
Recovery Matrix

NETBALL
Netball Movement Drills & Sport-Specific Strength

PERSONAL TRAINING
Assessment
Training Template

PLYO PLATFORM
Plyo Platform Level 1
Plyo Platform Level 2

RECREATIONAL ATHLETE
Recreational Athlete LEVEL 1
Recreational Athlete Plyometrics Level 1

RUGBY
Rugby Movement Drills & Sport-Specific Strength

SPEED SKATING
Speed Skating Starts Level 1

STRENGTH
ProImplosion Level 1
Plyo Press Base Level 1
PlyoPress Jump Protocol - Overview
PlyoPress Jump Protocol - Level 1
ProPress Jump Protocol - Youth
Athlete Strength (PlyoPress, MultiHip, & Leg Curl Level 1)
Youth Lower Body Strength
Youth Upper Body
Youth Strength

SOCCER
Soccer Speed Plyometrics Level 1
Soccer Speed Plyos - Extended Version Level 1
Soccer Movement Drills & Sport-Specific Strength

SWIMMING
5-week Swimming Hybrid (Plyo/RTM/Backpedal)
5-week Swimming Strength (Dry-Land Training)

TENNIS
Tennis Movement Drills & Sport-Specific Strength

VOLLEYBALL
Volleyball Level 1
Volleyball Backpedal Level 1
Volleyball FWD Running Level 1
Volleyball PowerCord Level 1

WARM-UP
12 Months Pre-Written Dynamic Warm-up

WRESTLING
Wrestling Level 1

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix B

Trademarks

You have the right to use the following Trademarks in accordance with the terms of the Franchise Agreement:

Description of Mark	Principal/ Supplemental Register of the United States Patent and Trademark Office	Registration Date	Registration Number
ATHLETIC REPUBLIC	Principal	03/17/2009	3,591,950
UNLEVEL THE PLAYING FIELD	Principal	09/09/2008	3,499,848
	Principal	03/17/2009	3,591,951
WHERE UNSTOPPABLE STARTS	Principal	06/19/2012	4,162,127
SUMMER OF SPEED	Principal	04/30/2013	4,329,249

We may amend this Appendix B from time to time in order to make available additional Trademarks or to delete those Trademarks that become unavailable. You agree to use only those Trademarks that are then currently authorized.

The Trademarks must be used only in the manner that we specify. No deviations will be permitted.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix C

Protected Territory

Per Section 2.C. of the Franchise Agreement, subject to the terms and conditions of the Franchise Agreement, your Training Center's Protected Territory is defined by the geographic area within the Blue boundary line in Figure 1 as follows:

INSERT PROTECTED TERRITORY MAP

Figure 1

The following list of Satellite Training Centers:

a. _____

b. _____

The Protected Territory is considered fixed as of the date of the Franchise Agreement.

FRANCHISEE:	FRANCHISOR:
_____	ATHLETIC REPUBLIC, INC.
_____	_____
By: _____	By: _____
Its: _____	Its: _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix D

Sample Form of Release

This Agreement is executed as of _____, 202_, by and between _____ ("Franchisee"), your [Shareholders/Members/Partners] signing this Agreement (collectively, Franchisee's Owners"), and Athletic Republic, Inc. ("Franchisor").

RECITALS

A. Franchisor and Franchisee executed that certain franchise agreement dated _____, 202___ (the "Franchise Agreement").

B. Franchisee and/or Franchisee's Owners have requested Franchisor's consent for the [renewal/sale/transfer/assignment] of the Franchise Agreement.

C. Franchisor has the right to request a general release from Franchisee and/or Franchisee's Owners in connection with the request for approval of the [renewal/sale/transfer/assignment] of the Franchise Agreement.

Therefore, in consideration of the foregoing and the mutual covenants and reliance of the parties, the parties agree as follows:

AGREEMENT

Franchisee and/or Franchisee's Owners, on behalf of themselves, and all others claiming by, through or under them hereby release and discharge, and agree to indemnify and defend, Franchisor and Franchisor's affiliates, and each of their respective past and present shareholders, officers, directors, employees, agents, insurers, attorneys, successors and assigns (the "Released Parties"), from all claims, causes of action, obligations and liabilities (collectively "Claims") which Franchisee and/or Franchisee's Owners now have, ever had, or may hereafter have against the Released Parties, or any one of them, arising out of, based upon, or relating to: (i) the Franchise Agreement; (ii) the offer and sale of a franchise for the Athletic Republic® business to them; (iii) the furnishing of any products or services to them by any of the Released Parties; (iv) any actions taken by any of the Released Parties under or in relation to the Franchise Agreement; (v) the expiration or termination of the Franchise Agreement; or (vi) the relationship among the parties arising out of the Franchise Agreement. The foregoing release includes all such Claims whether known or unknown, or anticipated or unanticipated. Franchisee and/or Franchisee's Owners represent to Franchisor that no Claim that is a subject of the above release, in whole or in part, has been assigned to any party that will not be bound by the release. Franchisee and/or Franchisee's Owners covenant not to sue, or bring (or assist, encourage, or finance the bringing by any person not a party to this agreement of) any legal action or suits against the Released Parties for any Claim that is a subject of the above release.

This general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Each of the undersigned hereby acknowledges having read and understood this General Release and consents to be bound by all of its terms.

FRANCHISEE:

_____

By: _____
Its: _____

FRANCHISOR:

ATHLETIC REPUBLIC, INC.

By _____
Its: _____

FRANCHISEE'S OWNERS

_____
_____, individually

_____
_____, individually

DO NOT SIGN – FOR REFERENCE ONLY

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix E

Equipment Purchase Agreement

THIS AGREEMENT made and entered into this __ day of _____, 202_, by and between Athletic Republic, Inc., a North Dakota Corporation, with its principal place of business at 3126 Quarry Road, Suite F, Park City, Utah 84098 ("Seller") and _____ ("Buyer").

RECITALS

A. On the date of this Agreement, Buyer and Seller are executing a franchise agreement (the "Franchise Agreement").

B. Pursuant to the Franchise Agreement, Buyer must purchase certain minimum equipment to operate the business franchised under the Franchise Agreement, and Buyer has the option to purchase any additional equipment that Buyer deems appropriate.

C. All Fitness Equipment purchased by Buyer as part of the initial equipment order will be processed and placed by the Seller.

Therefore, in consideration of the foregoing and the mutual covenants and reliance of the parties, the parties agree as follows:

AGREEMENT

1. DEFINITIONS. For the purposes of this Agreement, the following definitions shall apply:

A. "Fitness Equipment" shall mean the Fitness Equipment and devices listed on Schedule A attached hereto and made a part hereof.

B. "Installation Services" shall mean the installation, set up, test and related services of the Fitness Equipment as defined in the specifications for the Fitness Equipment.

2. TITLE. Seller hereby sells to Buyer the Fitness Equipment identified on Schedule A. Buyer shall order the Fitness Equipment from Seller no later than 250 days from the date of the Franchise Agreement. Upon payment to Seller of the purchase price set forth on Schedule A, title to the Fitness Equipment and User Documentation shall vest in Buyer.

3. SHIPPING AND PACKAGING.

A. The mode of shipment of the Fitness Equipment shall be selected by Seller and the cost of such shipment and packaging shall be added to the purchase price set forth in Schedule A.

B. The Fitness Equipment shall be packaged in accordance with Seller's then current packaging specifications or the specifications of the manufacturer.

C. The Fitness Equipment shall be delivered "ex works" (as such term is defined in INCOTERMS 2010 published by the International Chamber of Commerce) Seller's facility in Salt Lake City, Utah or another facility designated by Seller in writing, and Buyer assumes all risk of loss thereafter. Buyer shall take delivery of the Fitness Equipment no later than 250 days from the date of the Franchise Agreement, provided that Buyer has previously paid the purchase price in full.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

D. Seller and Buyer shall mutually agree to pre-set a ship date for the Fitness Equipment, as part of the Training Center Opening schedule (the "Equipment Ship Date").

4. PURCHASE PRICE, TAXES AND PAYMENT TERMS.

A. The purchase price for the Fitness Equipment shall be as set forth in Schedule A. The purchase price, together with all applicable shipping charges, packaging charges, installation charges, other special charges and taxes, including all penalties, but less any credit for deposit, shall be payable in full to Seller as described in Schedule A and is non-refundable upon payment. Buyer shall pay a late payment charge of 1.5% per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payments are in arrears to Seller.

B. Buyer shall pay all taxes based on or in any way measured by this Agreement, the Fitness Equipment or any services related thereto, including any personal property taxes. If Buyer elects to challenge the applicability of any such tax, Buyer shall pay such tax to Seller and Buyer may thereafter challenge such taxes and seek refund thereof.

C. Given the supply challenges and the variability of the price for steel, Buyer agrees that Seller has the right to modify the Fitness Equipment pricing at any point prior to Buyer placing the equipment order.

5. INSTALLATION SERVICES.

A. Buyer shall have the exclusive responsibility for preparing and maintaining the site for the Fitness Equipment, including but not limited to providing the appropriate support, power, lighting, internet access available for all the Fitness Equipment, and other services associated with the operation of the Fitness Equipment and obtaining and maintaining any necessary permits for any particular construction.

Buyer must complete and return Sellers 'Training Center Readiness Report' no less than 3 weekss prior to the Equipment Ship Date to verify the Training Center is ready to receive and install the Fitness Equipment. Should the Training Center not be ready to receive and install the Fitness Equipment, the Equipment Ship Date may be changed up to two weeks prior to the pre-set Equipment Ship Date without any additional charge. If the Equipment Ship Date is changed less than one week prior to the Equipment Ship Date or if the Training Center is not ready to receive and install equipment, meaning that all tasks on Training Center Readiness Report have not been properly completed prior to the delivery of the Fitness Equipment, then Buyer agrees to pay Seller a surcharge of $5,000 to cover the additional costs Seller will incur to install the Fitness Equipment.

B. If the Fitness Equipment includes a Hockey Treadmill, the Buyer will have the responsibility for the construction and sound-proofing of the Hockey Treadmill platform, to the minimum of our specifications and any construction of a surrounding enclosure, as well as the mounting of the Overhead Safety Rail system, after the Hockey Treadmill is installed.

C. Buyer is responsible for purchasing and installing all mirrors, including but not limited to, the mirrors placed in front of the Super Running Treadmills, on the Treadmill Back Pedal Mirror Stand, and in front of the PlyoFloor.

D. Buyer will pay the Seller its then current fee to unload, unpack, place in position, install and set- up of the Fitness Equipment. The cost of the services ranges between $4,000 - $20,000 and the actual amount among other considerations will depend on the Training Center's location, the accessibility of the job site, the amount of equipment being installed, the availability of an overhead/garage door into the space, and

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

having to navigate curbs, stairs, single doors, and low height doors, and access to the appropriate power service, internet, heating/cooling and water, and the amount of time required to complete the installation. Buyer must pay Seller such amounts to provide the appropriate tools, forklift(s), forklift operator(s), scissor lifts, pallet jacks, and all other equipment and labor necessary to fulfill Buyer's obligations under this paragraph. Buyer shall bear all costs for the performance of such Installation Services by others. Such amounts are fully earned upon payment and are not refundable. Seller will provide Buyer assistance with the installation of the equipment and Buyer will be obligated to reimburse Seller for all the expenses Seller incurs in providing this assistance.

6. WARRANTY.

Buyer shall be solely responsible for the selection, use, efficiency and suitability of the Fitness Equipment for its intended purpose. Seller warrants that, under normal use and service, the Fitness Equipment shall be merchantable. However, Buyer acknowledges that Seller is not the manufacturer of the equipment, but only the distributor thereof. If the Fitness Equipment is not free from defects in material or workmanship, Buyer shall give Seller written notice thereof and Seller will assist Buyer to correct the failure by repair, replacement or adjustment as may be directed by the manufacturer.

Seller shall not be liable to Buyer if Buyer modifies any of the Fitness Equipment, attachments, features or devices employed on the Fitness Equipment which are not supplied by or not approved in writing by Seller or the manufacturer, or the Fitness Equipment is subject to misuse or abuse.

The Fitness Equipment is provided on an "AS IS" basis, and Seller shall have no liability to Buyer other than as specifically assumed by Seller herein.

7. TERMINATION/CANCELLATION.

A. This Agreement may be terminated or cancelled by Seller if:

(1) Buyer fails to pay Seller the purchase price;
(2) Buyer is in default in any other provision of this Agreement and such default has not been cured within 20 days of written notice given by Seller;
(3) Buyer becomes insolvent or seeks protection, voluntarily or involuntarily under any bankruptcy laws; or
(4) The Franchise Agreement is terminated.

B. In the event of any termination/cancellation of this Agreement, Seller may:

(1) Declare all amounts owed Seller to be immediately due and payable;
(2) Enter Buyer's premises and repossess the Fitness Equipment and all other items supplied by Seller; and
(3) Cease performance of all of Seller's obligations under this or any other agreement with Buyer without liability to Seller.

C. In addition, if the Franchise Agreement is transferred, terminated or expires, Seller shall have the option to repurchase all or part of the Fitness Equipment pursuant to the terms of the Franchise Agreement.

D. The foregoing rights and remedies of Seller shall be cumulative and in addition to all other rights and remedies available to Seller in law and in equity.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

8. LIMITATION OF LIABILITY. In no event shall Seller be liable to Buyer for any indirect, special or consequential damages or lost profits, even if Seller has been advised of the possibility thereof, arising out of or related to this Agreement or the performance or breach thereof. In no event shall Seller be liable to Buyer for any damages resulting from or related to any failure or delay of Seller in the delivery or installation of the Fitness Equipment or in the performance of Installation Services or other services under this Agreement.

9. GENERAL.

A. This Agreement shall be deemed effective upon execution thereof by Buyer and acceptance thereof by an authorized representative of Seller.

B. Any cause of action arising out of or related to this Agreement must be brought no later than one year after the cause of action has incurred. This Agreement shall be interpreted in accordance with the substantive laws of the State of Utah and any dispute arising therefrom shall be venued in the State of Utah.

C. This Agreement supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party. This Agreement may only be amended by a writing executed by the authorized representatives of both parties.

BUYER:	SELLER:
_____	ATHLETIC REPUBLIC, INC.
By: _____	By _____
Its: _____	Its: _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Equipment Purchase Agreement
Schedule A

I. PURCHASE PRICE. Buyer shall pay to Seller the sum of _____ ($_____) (the "Purchase Price") as compensation for the Fitness Equipment. The Purchase Price shall be paid to Seller from Buyer as follows (i) $38,000 is due at the time the Franchise Agreement is executed as a non-refundable On-Boarding Fee for the Business Acceleration Program on-boarding equipment, software and services; (ii) 50% of the remaining balance is due at the time Buyer orders the Fitness Equipment, plus the cost of the Promotional and Marketing Materials, Interior Branding and Graphics, Grand Opening Marketing, Lead Generation and Lead Management; and (iii) the remaining balance, plus the estimated transit and installation expenses is due two weeks before the date the Fitness Equipment is ready to be shipped to Buyer.

II. EQUIPMENT.

A. The following is a partial list of Fitness Equipment which may be included in the above-listed Purchase Price. Seller and Buyer agree the Purchase Price and list of Fitness Equipment may be modified up until the date the equipment is ordered.

ITEM	QUANTITY
SPEED	
Speed / Agility (2) 15' x 18" Ladders, (6) 12" Hurdles, (6) 6" Hurdles & (12) 2" Cones	
AR Generation IV SuperTreadmill (5.0) / AR-Woodway Super Treadmill	2
Single Platform	2
Mobile Backpedal Mirror	1
Backpedal Harnesses 10pk - (1) XS, (2) S, (3) M, (2) L, (1) XL, (1) EZ Spot	1
Sprint Cords 6pk - (2) M, (2) H, (2) VH & (8) thigh / calf attachments	1
STRENGTH / POWER	
Plyo Press Machine (black w/ red upholstery)	2
3PQ ForcePlate, Software & Computer, AR-branded Table and Stool	1
Pro Multi Hip (black w/ red upholstery)	2
Body Bar 6 pk - (1) 12lb, (2) 18 lb, (2) 24 lb, (1) 30 lb	1
Concept 2 Rowing Machine	2
Battle Ropes - (2) w/ Rack Anchors + (4) 1 lb. Jump Ropes	1
TRX Suspension Trainers	4
AR-branded Dumbbells (5-75 lbs.) - 15 pairs	1
Aerobic Dumbbells (4) pairs - (1) 2lb, (1) 4 lb., (1) 6lb, (1) 8 lb.	1
Push Sleds	2
KettleBells 12pk - pairs 10lb, 15lb, 20lb, 25lb, 30lb & 40lb	1

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

5-tier Storage (Dumbbells, Kettlebells, MedBalls & SlamBalls w/ Bosu Underneath)	1
Strength Rig with (2) Half Racks, (1) Incline Bench, (1) Landmine, (2) Cord Spines	1
Weight Bars (4) Bars, (1) HexBar, (2) Landmine & (8) Collars	1
AR-branded Weight Plates (800 lbs), Bumper Plates (400 lbs) & (4) lifting belts	1
STABILITY / AGILITY	
PlyoFloor (6 patterns: 12' x 20') with ramps	1
Set of stackable Plyoboxes & 1 soft 3-in-1 PlyoBox	1
Plyo Foams	9
Plyo Belts 12 pk- (3) S, (4) M, (3) L, (2) XL	1
Plyo Cords 12 pk (pairs) - (4) M, (4) H, (4) VH	1
AR Balance - (12) discs and (6) ramps	1
Mini Loop Resistance Bands 24 pk - (6) Light, (6) Med, (6) Heavy, (6) X-Heavy	1
Super Loop Resistance Bands 14pk - (2) Light, (4) Med, (4) Heavy, (4) X-Heavy	1
(6) Medicine (2x: 12, 16; 1x: 8, 20lb.), (10) Slam (2x: 6, 8, 10, 15; 1x 20, 25 lb.) & (6) Reaction Balls	1
Fitness Balls (2) 55cm, (2) 65cm & Bosu Balls (2)	1
Storage Bins	2
CORDS / RESISTANCE / CONTRAST TRAINING	
(8) Hamstring / Hip Cords (2M, 2H, 2VH, 2SH) with (4) Ankle & (4) Hip Attachments	
Spines - Rig & Wall	4
Kicking Cords	2
Throwing Cords	2
Warm-up Cords	2
PowerCords - (1) S, (2) M, (2) L, (1) XL	6
AR Cord & Mat Storage pk - (1) large, (3) small & 30 hooks	1
RECOVERY / HEALTH	
Foam Rollers - (8) w/ storage rack	1
Vibration Rollers - (2) Rollers, (2) Spheres, (2) MiniSpheres	1
Percussion /Vibration Guns	2
Charging Station	1
STK (TriggerPoint)	4
NormaTec Pluse 2.0 Compression Leg and ZeroGravity Chair	1
Exercise Mats	8

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

TECHNOLOGY / TESTING	
Accessory pk - (6) Stop Watches, (6 pairs) Turf Sliders, Field Tape Measure	1
VerTec (free standing)	1
AR Vison Hardware - (2) iPads, Charging station, cables connections & 52" TV	1
Credit Card Swipe Machine	1
Synaptec Stobe Glasses	6
Stick Mobility 8 pk - (4) 6' & (4) 7'	1

B. Shipping/Delivery/Set Up.

1. All Fitness Equipment will be shipped with the estimated freight prepaid. Buyer shall pre-pay the estimated shipping costs to Seller (3) three weeks prior to packaging the Fitness Equipment for shipment. Upon Seller's receipt of the final shipping bill, Seller will invoice / reconcile with Buyer for the same amount, usually within 60 days after equipment delivery.

2. Estimated packaging charges for the shipping of all Fitness Equipment will be invoiced to Buyer. Buyer shall pre-pay the estimated packaging charges to Seller two weeks prior to packaging the Fitness Equipment for shipment. Upon Seller's receipt of the final packaging bill, Seller will invoice / reconcile with Buyer for the same amount, usually within 60 days after equipment delivery.

3. Estimated installation charges for the set-up and configuration of all Fitness Equipment will be invoiced to Buyer. Buyer shall pre-pay the estimated installation charges to Seller (3) three weeks prior to packaging the Fitness Equipment for shipment. Upon Seller's receipt of the final installation bill, Seller will invoice / reconcile with Buyer for the same amount, usually within 60 days after equipment delivery.

4. Liability insurance for and during delivery and set up of the equipment will be the responsibility of Seller or the installer as it pertains to damage to the equipment to be installed or injuries or damages to those effecting the installment, not including any employees of Buyer or those hired by Buyer and participating in the installation. Buyer shall provide Buyer's own insurance coverage for liability, damages, costs or expenses arising from the actions of its employees, or those individuals hired with regard to installation and any property damage to Buyer's property or any leased premises that may occur during the process of installation. Each party waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies required to be carried herein.

5. There may be other costs for the delivery, installation, set up or other miscellaneous costs depending on the Fitness Equipment being purchased by Buyer. Seller will notify Buyer of such costs before the date of execution of the Equipment Purchase Agreement.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix F

Form of Confidentiality, Non-Competition and Non-Solicitation Agreement for Officers, Directors, Managers and Head Trainers

THIS AGREEMENT is made as of this ____ day of _____, 202_, by and between _____ ("Franchisee") and _____ ("Confidant").

RECITALS

A. Athletic Republic, Inc. ("AR") and Franchisee executed that certain franchise agreement dated as of _____ (the "Franchise Agreement").

B. Franchisee has received and will periodically receive Confidential Information of AR. "Confidential Information" means the whole or any portion of know-how, knowledge, methods, protocols, trainer education, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to AR competitors and any proprietary information contained in any AR documents that AR provides to Franchisee and in which AR describes the Athletic Republic® System or any operational policies, protocols, standards, education, marketing, requirements and practices, whether communicated to Franchisee in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Athletic Republic® training centers, as well as the content of the Franchise Agreement and any other document executed in connection with the Franchise Agreement.

C. Pursuant to the Franchise Agreement, all of Franchisee's owners, guarantors, officers, directors, managers, and head trainers may not, at any time, disclose, copy, reproduce, sell or use in any other business or in any manner not specifically authorized or approved in advance in writing by AR any Confidential Information. Furthermore, anyone that at any time holds a 20% or greater equity interest in Franchisee, and Franchisee's guarantors, Facility Director, and Director of Business Development have certain non-compete obligations.

D. Pursuant to the Franchise Agreement, Franchisee must obtain Confidentiality and Non-Compete Agreements from the persons and/or entities referenced in the prior paragraph.

E. Confidant wants to become or currently is a(n) _____ of Franchisee and, therefore, it has had and/or will have access to Confidential Information.

NOW, THEREFORE, in consideration of foregoing, the payment of $10.00 that at the time of execution of this Agreement Franchisee is paying to Confidant, and the mutual covenants and reliance of the parties, the parties agree as follows:

1. Confidant agrees that (a) it will treat as confidential and will not disclose the Confidential Information which may be made or become available to Confidant; (b) it will maintain in a secure place any Confidential Information delivered to it; (c) it will prevent disclosure of any Confidential Information by any employee, agent, or representative of Confidant and assume liability for any breach of this Confidentiality Agreement, or for any other unauthorized disclosure or use of Confidential Information, by Confidant or any of Confidant's employees, agents, or representatives; and (d) it will not use any Confidential Information for any purpose other than in furtherance of its relationship with Franchisee or for any purpose which may be detrimental to AR or AR's present or potential business or shareholders.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

2. Confidant represents and warrants that as of this date, Confidant has never disclosed Confidential Information to any third party.

3. Nothing stated herein shall preclude the disclosure of Confidential Information in response to a valid order of a court, governmental agency or other governmental body or any political subdivision thereof or as otherwise required by law, provided, however, that if Confidant is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information, Confidant will notify AR and Franchisee promptly so that AR and Franchisee may seek a protective order or other appropriate remedy or, in AR's sole discretion, waive compliance with the terms of this Agreement. Confidant agrees to use reasonable efforts to cooperate with AR and Franchisee in connection with AR's and Franchisee's efforts to prevent disclosure or seek confidential treatment or any other remedy respecting such requested or required disclosure.

4. Confidant will not, directly or indirectly, during the term of the Franchise Agreement, on his/her or own account or as an employee, consultant, partner, officer, director, shareholder or member of any other person, firm, entity, partnership, corporation or company: own, operate, lease, franchise, engage in, be connected with, have any interest in, or assist any person or entity in any sports training or health fitness business which is located within the Protected Territory, the description of which shall be provided to Confidant upon request, or within a 25 mile radius of any facility using the Trademarks, the Patents Rights or the System (whether it is owned by AR or its affiliates or whether it is a licensed or franchised facility), except that Confidant may continue operating any business and providing any product or service that he/she was operating and providing at the time of execution of the Franchise Agreement.

5. Confidant will not, directly or indirectly, for a period of 2 years after the transfer by Franchisee, or the expiration or termination of the Franchise Agreement, on his/her own account or as an employee, consultant, partner, officer, director, shareholder, lender, or joint venturer of any other person, firm, entity, partnership, corporation or company: own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in any sports training or health fitness business that is located within the Protected Territory or within a 25 mile radius of any facility using the Trademarks, the Patents Rights or the System (whether it is owned by AR or its affiliates or whether it is a licensed or franchised facility), except that Confidant may continue operating any business and provide any product or service that he/she was operating and providing at the time of execution of the Franchise Agreement.

6. Confidant acknowledges that the Training Center's customer list or any customer data constitutes the sole property and confidential information of AR and Confidant will not use, copy, share or reproduce the customer list or any customer data for any purpose. Confidant agrees to not to solicit business or contact any customer for the purpose of training or any other competitive purpose for a period of 2 years after Confidant's relationship with Franchisee terminates for any reason, or the expiration or termination of the Franchise Agreement.

7. Additionally, in the event of a breach or threatened breach of any of the terms of this Agreement by Confidant, AR and Franchisee will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage and without any obligation to post bond or grant any other type of guaranty, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that AR might otherwise have by virtue of any breach of this Agreement by Confidant.

8. No modification or waiver of any of the provisions hereof, or any representation, promise or addition hereto, or waiver of any breach hereof, will be binding upon a party unless made in writing and signed by the party to be charged thereby and by AR. No waiver of any particular breach will be deemed to apply to

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

any other breach, whether prior or subsequent to a waiver. This Agreement may not be assigned by Confidant without the express prior written consent of AR.

9. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement will be entitled to recover its reasonable attorneys' fees and costs.

10. In the event that any provision of this Agreement is held void or unenforceable for any reason by any court of competent jurisdiction, such provision will be deemed to be separable and the remainder of this Agreement shall continue in full force and effect.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah, without regard to any conflict of laws principles. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement must be brought in the Federal District Court for the District of Utah or in the State courts located in Salt Lake City, Utah. The parties irrevocably submit themselves to, and consent to, the exclusive jurisdiction of said courts. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, or any legal action initiated for the recovery of damages for breach of this Agreement.

12. Franchisee and Confidant expressly agree that AR is a third-party beneficiary of this Agreement and as such AR shall have the right to enforce any and all remedies available upon the violation of any of the provisions under this Agreement. In addition, AR may require Franchisee to bring any action that AR considers appropriate in the event of any breach by Franchisee hereunder. In the event that AR or Franchisee make a claim that Confidant has violated Confidant's obligations under this Agreement, Confidant will have the burden of proving that such violation did not occur.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the manner appropriate to each.

FRANCHISEE	CONFIDANT
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix G

Form of Confidentiality and Non-Solicitation Agreement for Employees, Agents and Representatives

THIS AGREEMENT is made as of this ____ day of _____, 202_, by and between _____ ("Franchisee") and _____ ("Confidant").

RECITALS

A. Athletic Republic, Inc. ("AR") and Franchisee executed that certain franchise agreement dated as of _____ (the "Franchise Agreement").

B. Franchisee has received and will periodically receive Confidential Information of AR. "Confidential Information" means the whole or any portion of know-how, knowledge, methods, protocols, trainer education, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to AR competitors and any proprietary information contained in any AR documents that AR provides to Franchisee and in which AR describes the Athletic Republic® System or any operational policies, protocols, standards, education, marketing, requirements and practices, whether communicated to Franchisee in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Athletic Republic® training centers, as well as the content of the Franchise Agreement and any other document executed in connection with the Franchise Agreement.

C. Pursuant to the Franchise Agreement, all of Franchisee's employees or agents, or any other individual or entity to whom Franchisee has disclosed the Confidential Information, may not, at any time, disclose, copy, reproduce, sell or use in any other business or in any manner not specifically authorized or approved in advance in writing by AR any Confidential Information.

D. Pursuant to the Franchise Agreement, Franchisee must obtain Confidentiality Agreements from all of its employees or agents, or any other individual or entity to whom Franchisee has disclosed the Confidential Information.

E. Confidant wants to become or currently is a(n) _____ of Franchisee and, therefore, it has had and/or will have access to Confidential Information.

NOW, THEREFORE, in consideration of foregoing, the payment of $10.00 that at the time of execution of this Agreement Franchisee is paying to Confidant, and the mutual covenants and reliance of the parties, the parties agree as follows:

1. Confidant agrees that (a) it will treat as confidential and will not disclose the Confidential Information which may be made or become available to Confidant; (b) it will maintain in a secure place any Confidential Information delivered to it; and (c) it will not use any Confidential Information for any purpose other than in furtherance of its relationship with Franchisee or for any purpose which may be detrimental to AR or AR's present or potential business or shareholders.

2. Confidant represents and warrants that as of this date, Confidant has never disclosed Confidential Information to any third party.

3. Nothing stated herein shall preclude the disclosure of Confidential Information in response to a valid order of a court, governmental agency or other governmental body or any political subdivision thereof or as otherwise required by law, provided, however, that if Confidant is requested pursuant to, or required by,

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

applicable law, regulation or legal process to disclose any Confidential Information, Confidant will notify AR and Franchisee promptly so that AR and Franchisee may seek a protective order or other appropriate remedy or, in AR's sole discretion, waive compliance with the terms of this Agreement. Confidant agrees to use reasonable efforts to cooperate with AR and Franchisee in connection with AR's and Franchisee's efforts to prevent disclosure or seek confidential treatment or any other remedy respecting such requested or required disclosure.

4. Confidant acknowledges that the Training Center's customer list or any customer data constitutes the sole property and confidential information of AR and Confidant will not use, copy, share or reproduce the customer list or any customer data for any purpose. Confidant agrees to not to solicit business or contact any customer for the purpose of training or any other competitive purpose for a period of 2 years after Confidant's relationship with Franchisee terminates for any reason, or the expiration or termination of the Franchise Agreement.

5. Additionally, in the event of a breach or threatened breach of any of the terms of this Agreement by Confidant, AR and Franchisee will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage and without any obligation to post bond or grant any other type of guaranty, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that AR might otherwise have by virtue of any breach of this Agreement by Confidant.

6. No modification or waiver of any of the provisions hereof, or any representation, promise or addition hereto, or waiver of any breach hereof, will be binding upon a party unless made in writing and signed by the party to be charged thereby and by AR. No waiver of any particular breach will be deemed to apply to any other breach, whether prior or subsequent to a waiver. This Agreement may not be assigned by Confidant without the express prior written consent of AR.

7. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement will be entitled to recover its reasonable attorneys' fees and costs.

8. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah, without regard to any conflict of laws principles. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, or any legal action initiated for the recovery of damages for breach of this Agreement.

9. Franchisee and Confidant expressly agree that AR is a third-party beneficiary of this Agreement and as such AR shall have the right to enforce any and all remedies available upon the violation of any of the provisions under this Agreement. In addition, AR may require Franchisee to bring any action that AR considers appropriate in the event of any breach by Franchisee hereunder. In the event that AR or Franchisee make a claim that Confidant has violated Confidant's obligations under this Agreement, Confidant will have the burden of proving that such violation did not occur.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the manner appropriate to each.

FRANCHISEE	CONFIDANT
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix H

Personal Guaranty

In consideration of the execution of the Franchise Agreement (the "Agreement") between ATHELTIC REPUBLIC, INC. ("we" or "us") and _____ (the "Franchisee"), dated _____ _____, 202__ and for other good and valuable consideration, the undersigned, 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, including the dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree(s) to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned assumed all the Franchisee's obligations under the Agreement.

The undersigned waive (1) notice of demand for payment of any indebtedness or nonperformance 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; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the Franchisee.

In addition, the undersigned consent and agree that: (1) the undersigned's liability will not be contingent or conditioned upon our 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 the undersigned; and (3) this Personal Guaranty shall apply in all modifications to the Agreement including but not limited to, Amendments, Addendums and Promissory Notes of any nature agreed to by Franchisee with or without the undersigned receiving notice thereof.

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 our successors and assigns.

PERSONAL GUARANTORS:

_____	_____
Individually	Individually
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State Zip Code	City State Zip Code
_____	_____
Telephone	Telephone

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix I

Electronic Transfer of Funds Authorization

Franchisee: _____

Training Center: _____

Date: _____

Attention: Bookkeeping Department

The undersigned authorizes Athletic Republic, Inc. d/b/a/ Athletic Republic® ("Franchisor") to initiate ACH debit entries each Tuesday, or the day following any Tuesday that is a holiday, against the account of the undersigned for payment of amounts for Royalties, Marketing Fees, or other amounts that become payable by the undersigned to Franchisor and on the 5th day of each month for the Royalty Balance due from the accounting of prior month and for BOS Fees. The dollar amount to be debited per payment will vary. Subject to the provisions of this letter of authorization, you are directed to honor any such ACH debit entry initiated by Franchisor.

This authorization is binding and cannot be revoked until (i) the undersigned has notified Franchisor in writing, (ii) the undersigned has set up a different electronic transfer of funds authorization under the same terms and conditions of this one, and (iii) the Franchisor provides its written consent to the revocation. The undersigned is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries pursuant to this letter of authorization.

Please honor ACH debit entries initiated in accordance with the terms of this letter of authorization.

Sincerely yours,

*** We also need a VOIDED Check ***

_____
Account Name

_____
Bank Name

_____
Street Address

_____
Branch

_____
City State Zip Code

_____
Street Address

_____
Telephone Number

_____
City State Zip Code

By_____

_____
Bank Telephone Number

Its_____

_____
Bank's Account Number

Date_____

_____
Customer's Account Number

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix J

Franchise Stipulations for Lease

Franchise Stipulations: Per the requirements of Tenant's Franchise Agreement with Athletic Republic, Inc. ("Franchisor"), the follow provisions are made a part of this Lease:

1. Landlord acknowledges and agrees that Franchisor shall be afforded the rights to repurchase as set forth in Sections 12.B and 14.B of Tenant's Franchise Agreement with Franchisor and agrees that such rights will have priority over any right Landlord may have on such equipment and accessories. Sections 12.B and 14.B of Tenant's Franchise Agreement read as follows (with "you" referring to the Tenant and "we" or "us" referring to the Franchisor):

> 12B. Right of First Refusal. You will not directly or indirectly sell, assign, trade, transfer, lease, sublease, or otherwise dispose of any interest in or any part of the equipment that we sell to you under the Equipment Purchase Agreement, or that is leased to you by a third party, and any other equipment and any accessories that you subsequently acquire from us or that are required by us without first offering the same to us in writing at a price equal to the higher of (i) the net book value of the Fitness Equipment depreciated to the maximum extent permitted by applicable law or (ii) the amount offered to you by the approved third party, which holds a current operating agreement in good-standing with us. Upon our receipt of written notice specifying the proposed price and terms of the proposed sale or transfer, we will give you written notice within 60 business days after we receive the notice, which will either waive our right of first refusal to purchase or will state an interest in negotiating the purchase according to the proposed terms. If you and we begin negotiations pursuant to this Section 12.B, you may not sell to a third party for at least 90 days or until we and you agree in writing that the negotiations have terminated, whichever occurs last. If we waive our right to purchase, you will have the right to complete the sale or transfer of the Fitness Equipment according to the terms set forth in the written notice to us, but not upon more favorable terms to the proposed buyer. If you desire to sell, transfer or assign any of the Fitness Equipment to any proposed buyer upon terms more favorable than those which you have offered to us, you may not do so without first offering the Fitness Equipment to us upon the more favorable terms in accordance with the provisions of this Section 12.B. Any such sale, transfer or assignment to a third party must hold a current franchise or license agreement with us is expressly subject to the provisions set forth in this Section 12 and any lease agreement you may have executed. Your obligations under this Agreement will not be affected or changed because of our non-acceptance of your written offer.
>
> B. Purchase Option. Upon the expiration or termination of this Agreement we shall have the right to purchase or designate a third party that will purchase all or any portion of the equipment purchased by you in the Equipment Purchase Agreement and any other equipment and any accessories that you subsequently purchase from us or that are required by us. We will have 60 days from the date of termination or expiration to notify you of our decision to exercise our rights under this Section 14.B. In the event of termination, the purchase price for the assets we decide to purchase shall be equal to the lesser of the Net Depreciated Book Value determined in accordance with Generally Accepted Accounting Principles in the United States or 35% of the purchase price paid by you for such asset. In the event of expiration, the purchase price for the assets we or our designated party decide to purchase shall be equal to the lesser of the Net Depreciated Book Value determined in accordance with Generally Accepted Accounting Principles in the United States or (i) 10% of the purchase price paid by you for such assets if the expiration occurs at the end of the initial term or (ii) 5% of the purchase price paid by you for such assets if the expiration occurs at the end of the first renewal term or (iii) 1% of the purchase price paid by you for such assets if the expiration occurs after the second renewal term.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

You will be responsible for all travel expenses, equipment packaging and palletizing, per our instructions, removal and freight charges (including the specialized tools required for disassembly) equipment purchased or recovered from your Franchised Business. We will deduct the total amount of the expenses we incur from the purchase price we must pay you if we exercise our purchase option.

Upon the expiration or termination of this Agreement, your rights to all software covered by the BOS Fee will terminate, along with the license to use the 3PQ software, the AR Vision software, and there will be no re-purchase value assigned to the software used in the Business Operating Systems, the Business Acceleration Program, any of the balance, slam or medicine balls, free weights, the 3PQ software and computer, Ground-Based training equipment, Recovery and Health equipment, the video analysis software, Treadmill Platforms, Backpedal Mirror, PlyoBoxes, PlyoFoams, branded Wall Spines and Storage Racks, the overhead safety rail and hockey treadmill lanyards, or the AR Vision system all of which must be returned to us.

Your lease agreement for the Franchised Location and the documents executed between you and any person or entity providing you financing to purchase, lease, or otherwise acquire rights to the equipment and accessories used in the operation of the Franchised Business must include a provision stating that your landlord and the person or entity providing you such financing acknowledge our rights to repurchase provided under Sections 12.B and 14.B and agree that such rights will have priority over any right they may have on such equipment and accessories, as provided as the Franchise Lease Stipulation in Appendix J. You must provide us copies of the draft of your lease and the documents to be executed between you and any person or entity providing you the financing including such provision. You may not execute such documents before we provide our written approval to the provision referenced in this paragraph. If you fail to comply with your obligations under this paragraph and as a result of your omission our rights under Sections 12.B or 14.B are affected, you agree to pay us $75,000 as fair and reasonable liquidated damages (but not as a penalty). You agree that this amount is for the damages that we will suffer for our inability to exercise our rights to repurchase the equipment and accessories used in the operation of the Franchised Business and that it would be difficult to calculate with certainty the amount of damage that we will incur. You shall grant us a right to a security interest in the equipment we provide you to ensure payment of Royalty fees, Marketing Fees and other obligations through the Term of the Agreement and you hereby authorize us to file a UCC§1 with the Department of Commerce or other such government entity in the state where the Franchise Business is located. Notwithstanding the foregoing, if a court determines that this liquidated damages payment is unenforceable, then we may pursue all other available remedies, including consequential damages.

2. In the event of default by Tenant under the Lease, and so long as the Franchise Agreement (or any replacement or restatement thereof) remains in effect, Landlord shall give Franchisor written notice of such default, and Franchisor shall have the right (but not the duty) to assume the Lease and to take possession of the Premises, so long as Franchisor cures the default; such cure must occur within the applicable time for cure stated in the Lease, but in no event will Franchisor have less than 10 days to effect such cure. For purposes of this notice, Franchisor's address is:

Athletic Republic, Inc.
Attn: CEO
3126 Quarry Road, Suite F
Park City, UT 84098

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix K
State Specific Addendum

ATHLETIC REPUBLIC, INC.
ADDENDUM TO CALIFORNIA
FRANCHISE AGREEMENT

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal.

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

3. The Franchise Agreement contains covenants not to compete which extend beyond the termination of the agreement. These provisions may not be enforceable under California law.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending of a franchise. If the Franchise Agreement contains provisions that are inconsistent with the law, the law will control or expelling such persons from membership in such association or exchange.

6. The franchise agreement requires binding arbitration. The arbitration will occur in Utah.

7. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

9. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of the Initial Franchise Fee from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the Development and Initial Franchise Fee attributable to a specific unit in your development schedule is deferred until that unit is open.

10. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

11. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

12. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

13. OUR WEBSITE www.athleticrepublic.com HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION OR AT WWW.DFPI.CA.GOV.

14. Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable: (a) representations made by the franchisor or its personnel or agents to a prospective franchisee; (b) reliance by a franchisee on any representations made by the franchisor or its personnel or agents; (c) reliance by a franchisee on the franchise disclosure document, including any exhibit thereto; or (d) violations of any provision of this division.

15. 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.

FRANCHISEE:	ATHLETIC REPUBLIC, INC.
_____	
By _____	By _____
Its _____	Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO ILLINOIS
FRANCHISE AGREEMENT

This Addendum pertains solely to franchises sold in the State of Illinois and is for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Section 4.A is amended by adding the following at the end of such Section:

   Payment of Initial Franchise and Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

2. Section 16.E of the Agreement is hereby amended to include the following:

   Nothing in this Section 16.E, however, may be construed to mean that you may not rely on the disclosure document that we provided to you in connection with the offer and purchase of your Franchised Business. Although the statements in the disclosure document do not become part of the Franchise Agreement, nothing in the disclosure document may contradict or be inconsistent with the contract terms.

8. The first sentence of Section 15.D is hereby deleted in its entirety, and the following substituted in lieu thereof:

   Subject to Section 15.B, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Illinois federal or state court for the Protected Territory in which you are located.

4. Illinois law, 815 ILCS 705/41, provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void. Therefore, any condition, stipulation, or provision in the Franchise Agreement purporting to bind Illinois franchisees to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

5. Section 15.A is amended to provide that Illinois law will govern the Agreement.

6. Illinois law governs the Franchise Agreement.

   In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

   Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

7. **No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other**

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

8. Except as amended herein, the Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

ATHLETIC REPUBLIC, INC. _____

By _____ By _____

Its _____ Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO MARYLAND
FRANCHISE AGREEMENT

This Addendum pertains solely to franchises sold in the State of Maryland and is for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Sections 3, 12.A, and 15.E of the Franchise Agreement are amended to provide that pursuant to Maryland law, any general release required of the developer as a condition of renewal, sale, assignment and/or transfer shall not apply to any release from liability under the Maryland Franchise Registration and Disclosure Law. The sections of this Agreement which contradict this Code provision are amended accordingly.

2. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, the Initial Franchise Fee owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

3. Background paragraph D of the Franchise Agreement is hereby deleted in its entirety.

4. Section 16.C is amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Franchise Agreement.

5. Section 16.D of the Franchise Agreement is amended to provide that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. Section 16.F of the Franchise Agreement, "ACKNOWLEDGMENTS," is hereby deleted in its entirety.

7. Any representations that require the waiver of the occurrence and/or acknowledgment of the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law are not intended to, nor shall they act as, a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

8. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

9. Appendix E, Form of Release is amended to provide that it shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

Signatures appear on following page.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

FRANCHISEE:	ATHLETIC REPUBLIC, INC.
By _____	By _____
Its _____	Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO MINNESOTA
FRANCHISE AGREEMENT

This Addendum pertains solely to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Section 5.E is hereby amended to provide that we will protect your right to use the Trademarks and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Trademarks when your right to use the Trademarks requires protection under the terms of the Franchise Agreement.

2. Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, prohibit us from requiring litigation to be conducted outside Minnesota. Accordingly, Section 15.D of the Franchise Agreement is amended accordingly.

3. Sections 13.A and 13.B are hereby amended to provide, pursuant to Minn. Stat. 80C.14 subdivisions 3, 4, and 5, except in those certain specific cases stipulated, that we give you 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

4. Sections 3, 12.A and 15.E of the Franchise Agreement are hereby amended by the addition of the following language at the end of the Sections: "Pursuant to Minn. Rule 2860.4400D, a franchisee may not be required to assent to a general release. The Franchise Agreement is modified accordingly to exclude claims under the Minnesota Franchise Law."

5. Pursuant to Minn. Rule 2860.4400J of the Minnesota Franchise Law, a franchisee may not be required to consent to termination penalties or liquidated damages under Sections 11 or 14.B of the Franchise Agreement.

6. Section 15.E is hereby deleted from the Franchise Agreement, as a waiver of trial by jury is considered unenforceable in the State of Minnesota.

7. Section 16.C is amended to provide that any claims arising under the Minnesota Franchise Law must be brought within three (3) years after the grant of the Franchise Agreement.

9. Section 4 of the Franchise Agreement is amended to defer the payment of the initial franchise fee until all pre-opening obligations of the Franchisor are completed and the franchise is open for business.

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

9. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC. _____

By _____ By _____

Its _____ Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO NORTH DAKOTA
FRANCHISE AGREEMENT

This Addendum pertains solely to franchises sold in the State of North Dakota and is for the purpose of complying with North Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Section 4.A is amended by adding the following at the end of such Section:

"The Initial Franchise Fee will be deferred until the date we ship your Fitness Equipment."

2. Pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law, a franchisee may not be required to sign a general release as a condition of renewal under Section 3 of the Franchise Agreement.

3. Covenants not to compete such as those mentioned in Section 11 of the Franchise Agreement may be subject to Section 9-08-06 of the North Dakota Century Code and unenforceable in the State of North Dakota if contrary to Section 9-08-06.

4. Pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law, a franchisee may not be required to consent to termination penalties or liquidated damages under Sections 11 and 14.B of the Franchise Agreement.

5. Notwithstanding Section 15.B of the Franchise Agreement, any arbitration proceeding must take place in the city nearest to the Franchised Location in which the American Arbitration Association maintains facilities for arbitration or at such other location as may be mutually agreed upon by the parties.

6. You may not be required to consent that litigation be conducted outside North Dakota; accordingly, Section 15.D of the Franchise Agreement is hereby deleted in its entirety, and the following substituted in lieu thereof:

> Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 15.B must be brought in the Federal District Court or State court for the Franchised Location.

7. Section 15.E is hereby deleted from the Franchise Agreement, as a waiver of trial by jury is considered unfair and inequitable in the State of North Dakota.

8. Section 15.F is hereby deleted from the Franchise Agreement, as a waiver of exemplary and punitive damages is considered unenforceable in the State of North Dakota.

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

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

10. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

ATHLETIC REPUBLIC, INC. _____

By _____ By _____

Its _____ Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO SOUTH DAKOTA
FRANCHISE AGREEMENT

This Addendum pertains solely to franchises sold in the State of South Dakota and is for the purpose of complying with South Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Section 4.A is amended by adding the following at the end of such Section:

   "The Initial Franchise Fee will be deferred until the date we ship your Fitness Equipment."

2. SDCL 53-9-5 voids liquidated damages provisions from contracts unless it would be impractical or extremely difficult to fix actual damages. Accordingly, to the extent a court of competent jurisdiction deems necessary, Sections 11.B and 14.B is hereby amended to comply with South Dakota law.

3. Section 15.D of the Franchise Agreement is amended to provide as follows:

   "Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of South Dakota or requirement the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Investment Act."

4. Sections 15.E and 15.F of the Franchise Agreement are deleted in their entirety.

5. Section 16.F of the Franchise Agreement is revised to include the following sentence:

   "Pursuant to SDCL 37-5B-21, any condition, stipulation, or provision requiring a franchisee to waive compliance with or relieving a person of a duty or liability imposed by or a right provided by the South Dakota Franchise Investment Act or a rule or order under such Act is void."

6. Contracts in restraint of trade that take effect upon termination or expiration of the franchise agreement are generally unenforceable in the State of South Dakota as set forth in SDCL 53-9-8, 53-9-9, 53-9-10, and 53-9-11.

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

8. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

Signatures appear on following page.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC. _____

By _____ By _____

Its _____ Its _____

By _____

Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

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

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

19. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

20. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

21. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

22. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

23. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

25. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

26. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

27. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

28. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

29. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

30. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

31. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

32. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

33. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

    As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

34. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

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.

35. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

36. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

_____	_____
Signature of Franchisor Representative	Signature of Franchisee Representative
_____	_____
Title of Franchisor Representative	Title of Franchisee Representative

Instructions for franchisors:

- **This addendum should also be used as an addendum to any development agreement.**
- **The Division does not object to a franchisor using a single addendum that modifies multiple agreements and documents (i.e., an addendum titled: "Washington Addendum to the Franchise Disclosure Document, the Franchise Agreement, the Development Agreement, and All Related Agreements").**

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO WISCONSIN
FRANCHISE AGREEMENT

This Addendum pertains solely to franchisees in the State of Wisconsin and is for the purpose of complying with Wisconsin statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, Sections 13.A and 13.B of the Agreement pertaining to is extended as follows:

> "We will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will be entitled to written notice of such default and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice."

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between you and us inconsistent with the Law.

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

4. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

ATHLETIC REPUBLIC, INC. _____

By _____ By _____

Its _____ Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

EXHIBIT D
AREA DEVELOPMENT AGREEMENT



ATHLETIC REPUBLIC®
AREA DEVELOPMENT AGREEMENT

BETWEEN

ATHLETIC REPUBLIC, INC.
3126 Quarry Road, Suite F
Park City, Utah 84098

and

_____
Name of Developer

_____
Street Address

_____
City State ZIP

Effective Date:

_____
(To be completed by Us)

CONFIDENTIAL
© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

TABLE OF CONTENTS

SECTION		PAGE
1.	GRANT OF DEVELOPMENT RIGHTS	1
2.	DEVELOPMENT FEE	3
3.	DEVELOPMENT SCHEDULE	3
4.	TERM	4
5.	YOUR DUTIES	4
6.	DEFAULT AND TERMINATION	5
7.	RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION	5
8.	TRANSFER	7
9.	DISPUTE RESOLUTION	7
10.	MISCELLANEOUS	8

APPENDIXES

A.	DEVELOPMENT TERRITORY
B.	DEVELOPMENT SCHEDULE
C.	PERSONAL GUARANTY

© 2025 Athletic Republic, Inc. d/b/a Athletic Republic®

THE ATHLETIC REPUBLIC®
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement is executed as of this _____ day of _____, 202___ (the "Effective Date") between ATHLETIC REPUBLIC, INC., a North Dakota Corporation with its principal business address located at 3126 Quarry Road, Suite F, Park City, Utah 84098 ("we" or "us"), and _____ _____, a(n) _____ whose principal business address is _____ _____ ("developer" or "you"). If the developer is a corporation, partnership, limited liability company or other legal entity, certain provisions in this Agreement also apply to its owners.

RECITALS

A. We have developed a system to operate unique "Training Centers" (as defined in our current Franchise Agreement) under the Athletic Republic® and other trademarks that we now have or may later develop, as we may modify and change from time to time, and the trade dress and other commercial symbols used in the operation of training centers (trade dress includes the designs, color schemes and image we authorize to use in the operation of training centers from time to time) (collectively, the "Trademarks") and using our system, which consists of different methods, procedures, standards, operating practices, and specifications (all of which we may modify and change from time to time) developed by us to operate unique adult fitness and sports performance training centers providing evidence-based sports performance training standards, programs and equipment to help athletes of all ages assess their capabilities, maximize their full athletic potential and improve upon the athletic skills defined by speed, power, strength, quickness, agility, proprioceptive awareness, stability, stamina, fitness, tactical fitness, sensory development, recovery and overall athleticism utilizing a training system and proprietary equipment currently under the Athletic Republic® trademark and other related trademarks (the "System").

B. We currently own the Athletic Republic® trademark and certain other trademarks, trade names, copyrights, service marks, trade dress, logos and commercial symbols used in the operation of the training centers.

C. We grant franchises to qualified candidates for the operation of training centers under the Trademarks and using the System.

D. You have had an adequate opportunity to be thoroughly advised of the provisions of this Agreement, our Franchise Agreement, and our disclosure document and have had sufficient time and opportunity to evaluate and investigate our training centers system and the procedures and financial requirements associated with such system as well as the competitive market in which it operates.

E. You desire to develop and operate several training centers which will conform to our uniform requirements and quality standards as established from time to time by us and we, in reliance on your representations, have approved your application to do so in accordance with this Agreement.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

GRANT OF DEVELOPMENT RIGHTS

1. The following provisions control with respect to the rights granted hereunder:

A. We grant to you, under the terms and conditions of this Agreement, the right to develop and operate _____ (___) Training Centers within the territory described in Appendix A (the "Development Territory").

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

B. You are bound by the development schedule ("Development Schedule") set forth in Appendix B. Time is of the essence for the development of each Training Center in accordance with the Development Schedule. Each Training Center must be developed and operated pursuant to a separate Franchise Agreement that you enter into with us pursuant to Section 3.B below.

C. If you are in compliance with the Development Schedule set forth in Appendix B, we will not develop, operate or grant anyone else a franchise, license or other rights to develop and operate a Training Center or Training Clinic in the Development Territory, except for the Special Sites defined in Section 1.D or as otherwise set forth in this Agreement, prior to the earlier of (i) the expiration or termination of this Agreement; (ii) the date on which you must execute the Franchise Agreement for your last Training Center pursuant to the terms of the Development Schedule; or (iii) the date on which the Protected Territory for your final Training Center under this Agreement is determined. However, in the event that the Development Territory covers more than one city, county or designated market area, the protection for each particular city, county or designated market area shall expire upon the earliest of (1) any of the foregoing events or (2) the date when the Protected Territory for your final Training Center to be developed in such city, county or designated market area under this Agreement is determined. Notwithstanding anything in this Agreement, upon the earliest occurrence of any of the foregoing events (a) the Development Territory shall expire and (b) we will be entitled to develop and operate, or to franchise others to develop and operate, training centers in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated.

D. The rights granted under this Agreement are limited to the right to develop and operate Training Centers located in the Development Territory. You acknowledge and agree that (i) we and our affiliates have the right outside of the Development Territory to grant other franchises or operate company or affiliate owned training centers and (ii) we and our affiliates have the right to operate training centers or any other business within and outside the Development Territory under trademarks other than the Trademarks, without compensation to any franchisee. Further, you acknowledge that certain locations within the Development Territory are by their nature unique and separate in character from sites generally developed as training centers. As a result, you agree that the following locations ("Special Sites") are excluded from the Development Territory and we have the right to develop or grant others the right to develop or operate such locations: (a) professional sports teams; (b) college athletic programs; (c) military installations; (d) Olympic training centers; (e) National Team training centers; and (f) sports research centers, provided, however, that any business conducted at any Special Site shall be directly with the professional sports team (or an affiliate of them), with the college, with the governing group of any Olympic or National Governing Body training center, the U.S. military, or for research purposes, as the case may be.

In addition, we and our affiliates have the right to offer, sell and distribute, within or outside the Development Territory, ART software and certain pieces of equipment and accessories that are proprietary to us, including, without limitation, the 3PQ, PowerCords®, ThrowingCords, KickingCords, PlyoCords, HittingCords, SprintCords, StartCords, Hamstring Cords, Warm-up Cords, Hip Cords and wall mounts and all other cords, Balance Discs and Ramps, Recovery programs, Nutritional Supplements and branded apparel that we may offer from time to time, and other pieces of equipment and accessories that we may designate in the future, without compensation to any franchisee, provided that we will offer such products through channels other than training centers.

E. We reserve all rights not expressly granted to you under this Agreement. The rights and privileges granted to you under this Agreement are personal in nature. This Agreement is not a Franchise Agreement and you have no right to use in any manner the Trademarks by virtue of this Agreement. You have no right under this Agreement to sublicense or subfranchise others to operate a business or Training Center or use the System or the Trademarks.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

DEVELOPMENT FEE

2. You must pay a Development Fee as described below:

A. As consideration for the rights granted in this Agreement, you must pay us a "Development Fee" of $_____ upon the execution of this Agreement, which equals the Initial Franchise Fee multiplied by the number of Training Centers you agree to develop under this Agreement. The Development Fee is fully earned by us upon execution of this Agreement and is non-refundable. If you sign an Area Development Agreement you must develop a minimum of two (2) Training Centers. We offer a discount on the Initial Franchise Fee when you purchase more than one Training Center under an Area Development Agreement. Two (2) Training Center franchises may be purchased for $100,000, three (3) Training Center franchises for $140,000, and four (4) Training Center Franchises may be purchased for $175,000. Each additional Training Center franchise, after you have purchased four may be added to an Area Development Agreement for $30,000 each.

B. You must submit a separate application for each Training Center to be established by you within the Development Territory as further described in Section 3. Upon our consent to the site of your Training Center, a separate Franchise Agreement must be executed for each such Training Center. Upon the execution of each Franchise Agreement, the terms and conditions of the Franchise Agreement control the establishment and operation of such Training Center.

DEVELOPMENT SCHEDULE

3. The following provisions control with respect to your development rights and obligations:

A. You are bound by and strictly must follow the Development Schedule. By the dates set forth in the Development Schedule, you must enter into Franchise Agreements with us pursuant to this Agreement for the number of Training Centers described under the Development Schedule. You also must comply with the Development Schedule requirements regarding the opening date for each Training Center and the cumulative number of Training Centers to be open and continuously operating for business in the Development Territory. If you fail to either execute a Franchise Agreement or to open a Training Center according to the dates set forth in the Development Schedule, we may immediately terminate this Agreement pursuant to Section 6.B. You may open all or any of the Training Centers ahead of schedule if you comply with the conditions set forth in this Agreement for opening each of the Training Centers.

B. You may not develop a Training Center unless the following conditions have been met (these conditions apply to each Training Center to be developed in the Development Territory):

1. You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates. You also must have satisfied, on a timely basis, all monetary and material obligation under the Franchise Agreements for all existing Training Centers.

2. You and we must enter into our then-current form of Franchise Agreement for the proposed Training Center. You understand that we may modify the then-current form of Franchise Agreement from time to time and that it may be different than the current form of Franchise Agreement, including different fees and obligations. You understand and agree that any and all Franchise Agreements will be construed and exist independently of this Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each Training Center must be in accordance with the terms of the applicable Franchise Agreement.

C. You must begin substantial construction of each of the Training Centers at least 90 days before the deadline to open the Training Center.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

D. You acknowledge that you have conducted an independent investigation of the prospects for the establishment of Training Centers within the Development Territory and recognize that the business venture contemplated by this Agreement involves business and economic risks and that your financial and business success will be primarily dependent upon the personal efforts of you and your management and employees.

E. You recognize and acknowledge that this Agreement requires you to open Training Centers in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in our franchise disclosure document are subject to increase over time, and that future Training Centers likely will involve greater initial investment and operating capital requirements than those stated in the franchise disclosure document provided to you prior to the execution of this Agreement. You are obligated to execute all the Franchise Agreements and open all the Training Centers on the dates set forth on the Development Schedule, regardless of (i) the requirement of a greater investment; (ii) the financial condition or performance of your prior Training Centers; or (iii) any other circumstances, financial or otherwise. The foregoing shall not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with all conditions necessary to develop the Training Centers.

TERM

4. Unless sooner terminated in accordance with Section 6 of this Agreement and subject to the terms detailed in Section 1.C, the term of this Agreement and all rights granted to you will expire on the date that your last Training Center is scheduled to be opened under the Development Schedule.

YOUR DUTIES

5. You must perform the following obligations:

A. You must comply with all of the terms and conditions of each Franchise Agreement, including the operating requirements specified in each Franchise Agreement.

B. You and your owners, officers, directors, Managers and Head Trainers acknowledge that your entire knowledge of the operation of a Training Center and the System, including the knowledge or know-how regarding the specifications, standards and operating procedures of the services and activities, is derived from information we disclose to you and that certain information is proprietary, confidential and constitutes our trade secrets. The term "trade secrets" refers to the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors and any proprietary information contained in the manuals or otherwise communicated to you in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Training Centers. We have invested substantial time and resources into developing our trade secrets and we intend to fully enforce our rights with respect to such trade secrets, and you expressly agree that anything we designate as a trade secret will be considered as such under the Defend Trade Secrets Act and any other applicable state or federal laws protecting trade secrets. You and your owners, officers, directors and managers, jointly and severally, agree that at all times during and after the term of this Agreement, you will maintain the absolute confidentiality of all such proprietary information and will not disclose, copy, reproduce, sell or use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by us, provided that you may grant access to such information only to those officers, employees, agents, financing sources, attorneys and representatives of you to whom it is strictly necessary to disclose this information in furtherance of the business contemplated in this Agreement, but you will not disclose such information unless and until the recipient of the information has agreed to maintain the confidentiality of the information and not wrongfully use it. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

to us from the individuals identified in the first sentence of this paragraph, other key employees, and other parties to whom information may be provided.

C. You must comply with all requirements of federal, state, and local laws, rules and regulations.

DEFAULT AND TERMINATION

6. The following provisions apply with respect to default and termination:

A. The rights and territorial protection granted to you in this Agreement have been granted in reliance on your representations and warranties, and strictly on the conditions set forth in Sections 1, 3 and 5 of this Agreement, including the condition that you comply strictly with the Development Schedule.

B. You will be deemed in default under this Agreement if you breach any of the terms of this Agreement, including the failure to meet the Development Schedule, or the terms of any Franchise Agreement or any other agreements between you or your affiliates and us or our affiliates. All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if: (i) you become insolvent, commit any affirmative action of insolvency or file any action or petition of insolvency; (ii) a receiver (permanent or temporary) of your property is appointed by a court of competent authority; (iii) you make a general assignment or other similar arrangement for the benefit of your creditors; (iv) a final judgment remains unsatisfied of record for 30 days or longer (unless supersedes bond is filed); (v) execution is levied against your business or property; (vi) suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within 30 days, or is not in the process of being dismissed; (vii) conviction of you, any of your owners or guarantors of (or pleading no contest to) any felony regardless of the nature of the charges, or any misdemeanor that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair your reputation or the goodwill of the Trademarks or the Franchised Business; (viii) you fail to meet the development obligations set forth in the Development Schedule attached as Appendix B; (ix) you fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after written notice of that failure is delivered to you; or (x) we have delivered to you or to your affiliates a notice of termination of a Franchise Agreement in accordance with its terms and conditions.

RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION

7. Upon termination or expiration of this Agreement, all rights granted to you will automatically terminate, and:

A. All remaining rights granted to you to develop Training Centers under this Agreement will automatically be revoked and will be null and void. You will not be entitled to any refund of any fees. You will have no right to develop or operate any business for which a Franchise Agreement has not been executed by us. We will be entitled to develop and operate, or to franchise others to develop and operate, training centers in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated.

B. After the termination of this Agreement you must not, directly or indirectly, represent to the public or hold yourself out as a present or former developer of ours.

C. You must take such action as may be necessary to cancel or assign to us or our designee, at our option, any assumed name or equivalent registration that contains any Trademark or words related to the Trademarks, and you must furnish us with evidence satisfactory to us of compliance with this obligation within 30 days after termination or expiration of this Agreement.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

D. You must within 30 days of the termination or expiration pay all sums owing to us and our affiliates, including the balance of the Initial Franchise Fees that we would have received had you developed all of the Training Centers set forth in the Development Schedule. In addition to the Initial Franchise Fees for undeveloped Training Centers, you agree to pay as fair and reasonable liquidated damages (but not as a penalty) an amount equal to $25,000 for each undeveloped Training Center. You agree that this amount is for lost revenues from Royalties and other amounts payable to us, including the fact that you were holding the development rights for those Training Centers and precluding the development of certain Training Centers in the Development Territory, and that it would be difficult to calculate with certainty the amount of damage we will incur. Notwithstanding your agreement, if a court determines that these liquidated damages payments are unenforceable, then we may pursue all other available remedies, including consequential damages. All unpaid amounts will bear interest at the rate of 18% per year or the maximum rate permitted by applicable law, whichever is lower, from and after the date of accrual. In the event of termination for any default by you, the sums due will include all damages, costs, and expenses, including reasonable attorneys' fees and expenses, incurred by us as a result of the default. You also must pay to us all damages, costs and expenses, including reasonable attorneys' fees and expenses that we incur subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

E. If this Agreement is terminated solely for your failure to meet the Development Schedule and for no other reason, and you have opened at least 50% of the total number of Training Centers provided for in the Development Schedule, you may continue to operate those existing Training Centers under the terms of the separate Franchise Agreement for each Training Center.

If this Agreement is terminated under any other circumstances, we have the option, in our sole discretion, to terminate this Agreement and all Franchise Agreements and any other agreements between you or your affiliates and us, or to modify the Protected Territories under the Franchise Agreements that are not terminated. In addition, we will have the right, exercisable in our sole discretion, to purchase from you all or part of the assets used in the Training Centers that have been developed prior to the termination of this Agreement. Assets include leasehold improvements, equipment, furniture, fixtures, signs, and inventory for the Training Centers. We have the unrestricted right to assign this option to purchase. We or our assignee will be entitled to all customary warranties and representations given by the seller of a business including, without limitation, representations, and warranties as to (i) ownership, condition and title to assets; (ii) liens and encumbrances relating to the assets; and (iii) validity of contracts and liabilities, inuring to us or affecting the assets, contingent or otherwise. The purchase price for the assets of the Training Centers will be determined in accordance with the post-termination purchase option provision in the individual Franchise Agreement for each Training Center. The purchase price must be paid in cash at the closing of the purchase, which must take place no later than 90 days after your receipt of notice of exercise of this option to purchase, at which time you must deliver instruments transferring to us or our assignee good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our assignee), with all sales and other transfer taxes paid by you. If you cannot deliver clear title to all of the purchased assets, or in the event there are other unresolved issues, the closing of the sale will be accomplished through an escrow. We have the right to set off against and reduce the purchase price by any and all amounts owed by you to us, and the amount of any encumbrances or liens against the assets or any obligations assumed by us. You and each holder of an interest in you must indemnify us and our affiliates against all liabilities not so assumed. You must maintain in force all insurance policies required pursuant to the applicable Franchise Agreement until the closing on the sale.

F. All of our and your obligations that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

TRANSFER

8. The following provisions govern any transfer:

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or legal entity.

B. This Agreement is entered into by us with specific reliance upon your personal experience, skills and managerial and financial qualifications. Consequently, this Agreement, and your rights and obligations under it, are and will remain personal to you. You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent and you transfer all of your rights and interests under all Franchise Agreements for Training Centers in the Development Territory. Accordingly, the assignment terms and conditions of the Franchise Agreements shall apply to any Transfer of your rights and interests under this Agreement. As used in this Agreement, the term "Transfer" means any sale, assignment, gift, pledge, mortgage or any other encumbrance, 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, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you.

DISPUTE RESOLUTION

9. The following provisions apply with respect to dispute resolution:

A. Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 9.B of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the State of Utah. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities, other than those of the state in which your first Training Center will be located.

B. Arbitration; Mediation. Except as qualified below, any dispute between you, your affiliates, owners, guarantors or assignees and us or our affiliates, arising under, out of, in connection with or in relation to this Agreement must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association. The arbitration must take place in Salt Lake City, Utah. The decision of the arbitrators will be final and binding on all parties to the dispute, provided, however, that the arbitrators may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. A judgment may be entered upon the arbitration award by any state or federal court in Utah or the state where your principal business address is located.

Before the filing of any arbitration, the parties agree to mediate any dispute that does not include injunctive relief or specific performance actions covered under Section 9.C, provided that the party seeking mediation must notify the other party of its intent to mediate prior to the termination of this Agreement. The mediation must take place in Salt Lake City, Utah. Mediation will be conducted by a mediator or mediation program agreed to by the parties. Each party will bear their own costs and will split the cost of the mediator. Persons authorized to settle the dispute must attend all mediation sessions. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible within 30 days of the notice from the party seeking to initiate the mediation procedures. If not resolved within 30

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

days, the parties are free to pursue arbitration. Mediation is a compromise negotiation for purposes of the federal and state rules of evidence and the entire process is confidential.

C. Injunctive Relief; Exemptions to Arbitration. You recognize that your failure to fulfill your obligations provided under this Agreement may cause irreparable damages to us or other franchisees. Therefore, notwithstanding Section 9.B above, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will be entitled to an injunction restraining such breach, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that the parties might otherwise have by virtue of any breach of this Agreement by the other party. Furthermore, we have the right to begin a civil action against you or take other appropriate action to collect sums of money due to us.

D. Venue. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 9.B must be brought in the Federal District Court for the District of Utah or in the State courts located in Salt Lake City, Utah. Both parties hereto irrevocably submit themselves to, and consent to, the exclusive jurisdiction of said courts. The provisions of this Section will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this Section and, with a complete understanding of such purposes and needs, agree to be bound in the manner stated in this Section.

E. Jury Waiver. All parties irrevocably waive jury trial in any action or proceeding whether at law or in equity.

F. Waiver of Punitive Damages. You, your owners and guarantors and your affiliates and us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained.

G. Attorneys' Fees. If you are in breach of any monetary or non-monetary material obligation under this Agreement or any related agreement between you and us and/or our affiliates, and we engage an attorney to enforce our rights (whether or not formal judicial proceedings are initiated), you must pay all of our reasonable attorneys' fees, court costs and litigation expenses we incur. If you institute any legal action to interpret or enforce the terms of this Agreement, and your claim in such action is denied or the action is dismissed, we are entitled to recover our reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

MISCELLANEOUS

10. The parties agree to the following provisions:

A. Interpretation of Rights and Obligations. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

B. Claims. You (and your officers, directors, owners and guarantors) expressly agree that no claim or cause of action may be filed or maintained against us and/or any of our present and former owners, officers, directors, employees, representatives, affiliates, parent companies, subsidiaries, predecessor, successors and assigns (each a "Franchisor Related Party") arising out of or relating to this Agreement, the relationship established by this Agreement, the offer and sale of the franchise opportunity, the Equipment, and/or the operation of the Franchised Business unless such claim or cause of action is filed before the expiration of the "Limitations Period". For purposes of this paragraph, the term "Limitations Period" means: one (1) year from the earlier of: (a) the date of the act, transaction or occurrence giving rise to the claim against us or a Franchisor Related Party; or (b) the date on which you (your officers, directors, owners and/or guarantors) knew or reasonably should have known of the facts or circumstances giving rise to the claim against us or a Franchisor Related Party. Notwithstanding the foregoing, if the Limitations Period is unenforceable under Utah law (or, in the event a court or an arbitrator determines a different state's law applies, then under that state's law), then the Limitations Period shall be equal to the shortest time period for a limitation of claims provision that is enforceable under the applicable law.

This contractual limitation of claims provision applies to all claims, whether based on contract, tort, statute, or any other legal theory. You acknowledge that this limitation of claims provision and the Limitations Period is a material inducement for us to enter into this Agreement and that it is intended to provide certainty and finality to potential disputes. To the fullest extent permitted by law, you hereby waive any longer statutory limitation period and agree that the foregoing limitation is reasonable and enforceable.

C. Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written.

D. Integration/Waiver. The preambles are a part of this Agreement. The headings of the Sections hereof are for convenience only and do not define, limit or construe the contents of such Sections. This Agreement, together with its Appendixes constitute the entire agreement between the parties with respect to the subject matter of this Agreement and embody and supersede all prior agreements and negotiations with respect to this subject matter. There are no representations or warranties of any kind, express or implied, except as contained in this Agreement. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify standards and as otherwise provided in this Agreement, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us.

E. Notices. Except as otherwise provided in this Agreement, any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if delivered by hand; (ii) one business day after placement with a reputable national overnight carrier; or (iii) 3 business days after deposit if placed in the mail for delivery by airmail, postage pre-paid, and addressed to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notice to us: Athletic Republic, Inc.
3126 Quarry Road, Suite F
Park City, Utah 84098
Attention: CEO

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Copy to: Fisher Zucker, LLC
Lane Fisher, Esq.
21 South 21st Street
Philadelphia, PA 19103

Notice to you: _____
_____
_____

F. Relationship of the Parties. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

G. Guarantee. All individuals or entities who, now or in the future, directly or indirectly, own a 20% or greater interest in the developer when the developer is a corporation, limited liability company, partnership, or a similar entity must execute the form of personal guaranty attached to this Agreement as Appendix C. In addition, if we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or entity who directly or indirectly owns less than a 20% interest in the developer, that person or entity must also execute the form of personal guaranty. Furthermore, any individual or entity that at any time after the date of this Agreement, directly or indirectly acquires a 20% or greater interest in the developer must execute the form of personal guaranty within 10 days from the date such person or entity acquires the 20% or greater interest in the developer. Before approving and entering into any transaction that would make any person or entity the owner of a 20% or greater interest in the developer, you must notify such person or entity of the content of this Section.

H. Force Majeure. In the event of any failure of performance of this Agreement according to its terms by any party due to force majeure will not be deemed a breach of this Agreement. For purposes of this Agreement, "force majeure" shall mean acts of God, State or governmental action, riots, disturbance, war, strikes, lockouts, prolonged shortage of energy supplies or any raw material, pandemics, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or other similar event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of any party hereto, which prevents in whole or in material part the performance by one of the parties hereto of its obligations hereunder.

I. Indemnity. You agree to indemnify, defend, and hold us, our affiliates and our officers, directors, shareholders and employees harmless from and against any and all claims, losses, damages and liabilities, however caused, arising directly or indirectly from, as a result of, or in connection with, the development, use and operation of your Training Centers, as well as the costs, including attorneys' fees, of defending against them ("Franchise Claims"). Franchise Claims include, but are not limited to, those arising from any death, personal injury or property damage (whether caused wholly or in part through our or our affiliates active or passive negligence), latent or other defects in any Training Center, or your employment practices. In the event a Franchise Claim is made against us or our affiliates, we reserve the right in our sole judgment to select our own legal counsel to represent our interests, at your cost.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the dates written below.

FRANCHISOR DEVELOPER

ATHLETIC REPUBLIC, INC. _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

By _____	By _____
Its _____	Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix A to the Area Development Agreement

Description of the Development Territory

FRANCHISOR

ATHLETIC REPUBLIC, INC.

By _____
Its _____

DEVELOPER

_____

By _____
Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix B to the Area Development Agreement

Development Schedule

You acknowledge and agree that a material provision of the Area Development Agreement is that the following number of Training Centers must be opened and continuously operating in the Development Territory in accordance with the following Development Schedule:

Training Center Number (and total Training Centers Operating)	**Date by Which Franchise Agreement Must be Signed**	**Date by Which the Training Center Must be Open and Continuously Operating**
1	Date of this Agreement	
2		
3		

For purposes of determining compliance with the above Development Schedule, only the Training Centers actually open under this Agreement and continuously operating for business in the Development Territory as of a given date will be counted toward the number of Training Centers required to be open and continuously operating for business.

FRANCHISOR

ATHLETIC REPUBLIC, INC.

By _____
Its _____

DEVELOPER

_____

By _____
Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

Appendix C to the Area Development Agreement

Personal Guaranty

In consideration of the execution of the Area Development Agreement (the "Agreement") between ATHLETIC REPUBLIC, INC. ("we" or "us") and _____ (the "Developer"), dated _____, 202___ and for other good and valuable consideration, the undersigned, 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 Developer, including the dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned assumed all of the Developer's obligations under the Agreement.

The undersigned waive (1) notice of demand for payment of any indebtedness or nonperformance 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 Developer or any other person as a condition of liability; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the Developer.

In addition, the undersigned consent and agree that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Developer or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the Developer'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 the undersigned; and (3) this Personal Guaranty shall apply in all modifications to the Agreement of any nature agreed to by Developer with or without the undersigned receiving notice thereof.

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 our successors and assigns.

PERSONAL GUARANTORS:

_____	_____
Individually	Individually
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State Zip Code	City State Zip Code
_____	_____
Telephone	Telephone

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO CALIFORNIA
AREA DEVELOPMENT 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.

FRANCHISEE:	ATHLETIC REPUBLIC, INC.
_____	
By _____	By _____
Its _____	Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO ILLINOIS
AREA DEVELOPMENT AGREEMENT

Illinois law governs the Franchise Agreement.

Payment of Initial Franchise and Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

FRANCHISEE:	ATHLETIC REPUBLIC, INC.
_____	
By _____	By _____
Its _____	Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO MARYLAND
AREA DEVELOPMENT AGREEMENT

This Addendum pertains solely to franchises sold in the State of Maryland and is for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended to include the following:

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

2. Paragraph D of the Area Development Agreement is hereby deleted in its entirety.

2. Section 10.B is amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Franchise Agreement.

3. Section 9.D of the Franchise Agreement is amended to provide that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Any representations that require the waiver of the occurrence and/or acknowledgment of the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law are not intended to, nor shall they act as, a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

6. In all other respects, the Area Development Agreement will be construed and enforced in accordance with its terms.

FRANCHISEE:	ATHLETIC REPUBLIC, INC.
_____	
By _____	By _____
Its _____	Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO AREA DEVELOPMENT AGREEMENT FOR THE
STATE OF MINNESOTA

This Addendum pertains solely to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended to include the following:

1. Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, prohibit us from requiring litigation to be conducted outside Minnesota. Accordingly, Section 9.D of the Area Development Agreement is amended accordingly.

2. Section 6.B is hereby amended to provide, pursuant to Minn. Stat. 80C.14 subdivisions 3, 4, and 5, except in those certain specific cases stipulated, that we give you 90 days' notice of termination (with 60 days to cure) of the Area Development Agreement.

3. Pursuant to Minn. Rule 2860.4400J of the Minnesota Franchise Law, a franchisee may not be required to consent to termination penalties or liquidated damages under Section 7.D of the Area Development Agreement.

4. Section 9.E is hereby deleted from the Area Development Agreement, as a waiver of trial by jury is considered unenforceable in the State of Minnesota.

5. Section 10.B is amended to provide that any claims arising under the Minnesota Franchise Law must be brought within three (3) years after the grant of the Area Development Agreement.

6. We will not require or accept the payment of development fee until the first business to be developed under the development agreement is opened.

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

8. In all other respects, the Area Development Agreement will be construed and enforced in accordance with its terms.

ATHLETIC REPUBLIC, INC. _____

By _____ By _____

Its _____ Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO AREA DEVELOPMENT AGREEMENT FOR THE
STATE OF NORTH DAKOTA

This Addendum pertains solely to franchises sold in the State of North Dakota and is for the purpose of complying with North Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended to include the following:

1. The North Dakota Securities Commissioner has determined that it is unfair and inequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to consent to termination or liquidated damages. Therefore, the requirement that the franchisee consent to termination or liquidated damages is deleted from Section 7.D. and from any other place it appears in our disclosure document.

2. Notwithstanding Section 9.B of the Area Development Agreement, any arbitration proceeding must take place in the city nearest to the Authorized Location for the first Training Center opened under the Area Development Agreement in which the American Arbitration Association maintains facilities for arbitration or at such other location as may be mutually agreed upon by the parties.

3. You may not be required to consent that litigation be conducted outside North Dakota; accordingly, Section 9.D of the Area Development Agreement is hereby deleted in its entirety, and the following substituted in lieu thereof:

> Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 9.B must be brought in the Federal District Court or State court for the Authorized Location for the first Athletic Republic® franchise opened under the Area Development Agreement.

4. Section 9.E is hereby deleted from the Area Development Agreement, as a waiver of trial by jury is considered unfair and inequitable in the State of North Dakota.

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

6. In all other respects, the Area Development Agreement will be construed and enforced in accordance with its terms.

Signatures appear on following page.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC. _____

By _____ By _____

Its _____ Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO AREA DEVELOPMENT AGREEMENT FOR THE
STATE OF SOUTH DAKOTA

This Addendum pertains solely to franchises sold in the State of South Dakota and is for the purpose of complying with South Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended to include the following:

1. SDCL 53-9-5 voids liquidated damages provisions from contracts unless it would be impractical or extremely difficult to fix actual damages. Accordingly, to the extent a court of competent jurisdiction deems necessary, Section 7.D is hereby amended to comply with South Dakota law.

2. Section 9.D of the Area Developer Agreement is amended to provide as follows:

"Any provision in the Area Developer Agreement restricting jurisdiction or venue to a forum outside of South Dakota or requirement the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Investment Act."

3. Sections 9.E and 9.F of the Franchise Agreement are deleted in their entirety.

4. Section 10.D of the Franchise Agreement is revised to include the following sentence:

"Pursuant to SDCL 37-5B-21, any condition, stipulation, or provision requiring a franchisee to waive compliance with or relieving a person of a duty or liability imposed by or a right provided by the South Dakota Franchise Investment Act or a rule or order under such Act is void."

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

6. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

ATHLETIC REPUBLIC, INC. _____

By _____ By _____

Its _____ Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

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

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

37. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

38. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

39. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

40. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

41. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

43. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

44. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

45. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

46. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

47. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

48. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

49. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

50. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

51. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

    As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

52. **Questionnaires and Acknowledgments.** No statement, questionnaire, or

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

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.

53. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

54. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

_____	_____
Signature of Franchisor Representative	Signature of Franchisee Representative
_____	_____
Title of Franchisor Representative	Title of Franchisee Representative

Instructions for franchisors:

- **This addendum should also be used as an addendum to any development agreement.**
- **The Division does not object to a franchisor using a single addendum that modifies multiple agreements and documents (i.e., an addendum titled: "Washington Addendum to the Franchise Disclosure Document, the Franchise Agreement, the Development Agreement, and All Related Agreements").**

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

ATHLETIC REPUBLIC, INC.
ADDENDUM TO AREA DEVELOPMENT AGREEMENT FOR THE
STATE OF WISCONSIN

This Addendum pertains solely to franchisees in the State of Wisconsin and is for the purpose of complying with Wisconsin statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended to include the following:

1. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, Section 6.B of the Agreement is extended as follows:

> We will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will be entitled to written notice of such default and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between you and us inconsistent with the Law.

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

4. Except as amended herein, the Area Development Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

ATHLETIC REPUBLIC, INC. _____

By _____ By _____

Its _____ Its _____

© 2026 Athletic Republic, Inc. d/b/a Athletic Republic®

EXHIBIT E

FINANCIAL STATEMENTS

Athletic Republic

Independent Auditor's Report and Financial Statements

December 31, 2025, 2024, and 2023

Athletic Republic
Contents
December 31, 2025, 2024, and 2023

Independent Auditor's Report 1

Financial Statements

Balance Sheets 3

Statements of Operations 5

Statements of Stockholders' Deficit 6

Statements of Cash Flows 7

Notes to Financial Statements 8

Independent Auditor's Report

Stockholders
Athletic Republic
Park City, Utah

Opinion

We have audited the financial statements of Athletic Republic (the Company), which comprise the balance sheets as of December 31, 2025, 2024, and 2023, and the related statements of operations, changes in stockholders' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, 2024, and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Salt Lake City, Utah
March 2, 2026

Athletic Republic
Balance Sheets
December 31, 2025, 2024, and 2023

	2025	2024	2023
ASSETS			
Current Assets			
Cash	$ 342,756	$ 56,343	$ 152,320
Accounts receivable, net	280,819	283,624	85,726
Inventories, net	294,948	570,212	459,174
Notes receivable, current portion	10,266	10,266	1,810
Contract assets, current portion	58,674	60,326	103,252
Other current assets	58,843	69,136	43,180
Total Current Assets	1,046,306	1,049,907	845,462
Property, Plant, and Equipment, at Cost			
Leasehold improvements	378,636	378,636	378,636
Equipment	402,664	391,549	391,549
Computer hardware and software	1,360,139	1,360,139	1,360,139
Total Property, Plant, and Equipment, at Cost	2,141,439	2,130,324	2,130,324
Less accumulated depreciation	(2,061,943)	(2,029,933)	(1,996,190)
Net Property, Plant, and Equipment	79,496	100,391	134,134
Other Assets			
Right-of-use (ROU) assets - operating leases	373,747	509,705	643,605
Intangible assets, net	155,850	155,850	157,237
Notes receivable, net of current portion	43,833	46,262	56,036
Contract asset, net of current portion	80,755	43,491	102,398
Total Other Assets	654,185	755,308	959,276
Total Assets	$ 1,779,987	$ 1,905,606	$ 1,938,872

Athletic Republic
Balance Sheets
December 31, 2025, 2024, and 2023 **(Continued)**

	2025	2024	2023
LIABILITIES AND STOCKHOLDERS' DEFICIT			
Current Liabilities			
Accounts payable	$ 273,431	$ 449,971	$ 343,381
Accrued expenses	44,714	120,452	226,225
Note payable, current portion	3,195,000	3,195,000	1,260,000
Contract liabilities, current portion	114,211	116,396	129,040
Customer deposits	694,082	546,326	104,999
ROU liability - operating, current portion	140,201	131,068	122,411
Total Current Liabilities	4,461,639	4,559,213	2,186,056
Long-Term Liabilities			
Contract liabilities, less current portion	248,082	230,417	289,287
ROU liability, less current portion	254,477	394,677	525,745
Notes payable, less current portion	-	-	1,500,000
Total Long-Term Liabilities	502,559	625,094	2,315,032
Total Liabilities	4,964,198	5,184,307	4,501,088
Stockholders' Deficit			
Preferred A Series stock, $.01 par value per share, authorized 20,000 shares, issued and outstanding 8,000 shares	80	80	80
Preferred B Series stock, $.01 par value per share, authorized 20,000 shares, issued and outstanding 14,280 shares	143	143	143
Common stock, $10 par value per share, authorized 20,000 shares, 8,091 issued and outstanding	80,596	80,596	80,596
Additional paid-in capital	10,830,918	10,830,918	10,830,918
Accumulated deficit	(14,095,948)	(14,190,438)	(13,473,953)
Total Stockholders' Deficit	(3,184,211)	(3,278,701)	(2,562,216)
Total Liabilities and Stockholders' Deficit	$ 1,779,987	$ 1,905,606	$ 1,938,872

Athletic Republic
Statements of Operations
Years Ended December 31, 2025, 2024, and 2023

	2025	2024	2023
Revenues	$ 3,192,628	$ 1,491,801	$ 2,096,381
Cost of Revenues	1,540,019	672,999	1,052,491
Gross Profit	1,652,609	818,802	1,043,890
Operating Expenses	1,673,178	1,601,143	1,856,052
Loss from Operations	(20,569)	(782,341)	(812,162)
Other Income (Expense)			
Interest expense	-	(958)	-
Other income	70,059	66,814	60,946
Gain on extinguishment of debt	45,000	-	-
	115,059	65,856	60,946
Income (Loss) Before Income Taxes	94,490	(716,485)	(751,216)
Expense from Income Taxes	-	-	-
Net Income (Loss)	$ 94,490	$ (716,485)	$ (751,216)

Athletic Republic
Statements of Stockholders' Deficit
Years Ended December 31, 2025, 2024, and 2023

	Preferred Stock A		Preferred Stock B		Common Stock		Additional Paid-In	Accumulated	
	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Deficit	Total
Balance, January 1, 2023	8,000	$ 80	14,280	$ 143	8,091	$ 80,596	$ 10,830,918	$ (12,722,737)	$ (1,811,000)
Net loss for the year ended December 31, 2023	-	-	-	-	-	-	-	(751,216)	(751,216)
Balance, December 31, 2023	8,000	80	14,280	143	8,091	80,596	10,830,918	(13,473,953)	(2,562,216)
Net loss for the year ended December 31, 2024	-	-	-	-	-	-	-	(716,485)	(716,485)
Balance, December 31, 2024	8,000	80	14,280	143	8,091	80,596	10,830,918	(14,190,438)	(3,278,701)
Net income for the year ended December 31, 2025	-	-	-	-	-	-	-	94,490	94,490
Balance, December 31, 2025	8,000	$ 80	14,280	$ 143	8,091	$ 80,596	$ 10,830,918	$ (14,095,948)	$ (3,184,211)

See Notes to Financial Statements

Athletic Republic
Statements of Cash Flows
Years Ended December 31, 2025, 2024, and 2023

	2025	2024	2023
Operating Activities			
Net income (loss)	$ 94,490	$ (716,485)	$ (751,216)
Items not requiring (providing) cash			
Depreciation and amortization	32,010	35,129	89,368
Noncash operating lease expense	135,958	133,900	109,240
Changes in			
Accounts receivable	2,805	(197,898)	(9,656)
Inventories	275,264	(111,037)	145,343
Prepaid expenses and other assets	10,293	(25,956)	4,471
Accounts payable	(176,540)	106,590	(32,540)
Accrued expenses	(75,738)	(105,773)	49,651
Contract assets	(35,612)	101,833	53,461
Contract liabilities	15,480	(71,514)	(10,185)
Customer deposits	147,756	441,327	(178,647)
Operating lease liability	(131,067)	(122,411)	(113,115)
Net Cash Provided by (Used in) Operating Activities	295,099	(532,295)	(643,825)
Investing Activities			
Purchase of property and equipment	(11,115)	-	(6,751)
Payments received (issuances) on notes receivable	2,429	1,318	174,370
Goodwill/intangibles acquired	-	-	(13,599)
Net Cash Provided by (Used in) Investing Activities	(8,686)	1,318	154,020
Financing Activities			
Payments on notes payable to related party	-	-	(15,000)
Proceeds from issuance of debt	-	435,000	530,000
Net Cash Provided by Financing Activities	-	435,000	515,000
Change in Cash	286,413	(95,977)	25,195
Cash, Beginning of Year	56,343	152,320	127,125
Cash, End of Year	$ 342,756	$ 56,343	$ 152,320
Supplemental Disclosure of Cash Flows Information			
Cash paid for interest	$ -	$ -	$ -

Note 1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

Athletic Republic (the Company) is the premier provider of scientifically based performance sports training programs throughout North America, Australia, and Japan.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates and assumptions include the net realizability of loans and accounts receivable due from franchises and the fair value estimates of intangibles.

Cash

The Company maintains its cash accounts in various deposit accounts, the balances of which are periodically in excess of federally insured limits.

Accounts Receivable

Accounts receivable generally represent amounts due from franchises for transaction fees, monthly franchise fees, equipment sales and other franchise services. Accounts receivable are stated net of a credit allowance and credits expected to be issued, reflecting the amount the Company expects to collect. Management considers the following factors when determining the collectability of specific franchise accounts: the age of the receivable, collateral, franchise credit-worthiness, past transaction history with the franchise, current economic industry trends and changes in franchise payment terms. Unpaid receivables with invoice dates over 30 days old bear interest at 1.5% per month. Balances that remain outstanding after the Company has used reasonable collection efforts are written off through a charge to the credit allowance. As of December 31, 2025, 2024, and 2023, the credit allowance totaled $16,238.

Inventories

Inventories are valued at the lower of cost, determine on a first in, first out basis, or net realizable value, and consist of equipment, and related parts and supplies. A reserve for discontinued products and obsolescence is recorded using certain assumptions regarding excess or slow-moving inventories, current and future product demand, and market conditions. A change in any of these assumptions could result in a change in the reserve. At December 31, 2025, 2024, and 2023, the reserve for discontinued products and obsolescence totaled $12,209.

Property and Equipment

Property and equipment are recorded at cost. Depreciation and amortization expense is computed by the straight-line method over the estimated useful lives of the assets ranging from three - 15 years or for leasehold improvements the applicable remaining minimum lease term, if shorter. Expenses for maintenance and repairs are charged against operations as incurred. Renewals and betterments that materially extend the life of an asset are capitalized.

Long-Lived Asset Impairment

The Company evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset is less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value. No asset impairment was recognized during the years ended December 31, 2025, 2024, and 2023.

Intangible Assets

Intangible assets include trade names and trademarks and are amortized using the straight-line method over the estimated useful life of 15 years. Such assets are periodically evaluated as to the recoverability of their carrying values.

Customer Deposits

Customer deposits represent down payments from customers for equipment and software purchases for which delivery of the related equipment or software has not yet been made.

Income Taxes

The Company accounts for income taxes in accordance with income tax accounting guidance (ASC 740, *Income Taxes*). The income tax accounting guidance results in two components of income tax expense: current and deferred. Current income tax expense reflects taxes to be paid or refunded for the current period by applying the provisions of the enacted tax law to the taxable income or excess of deductions over revenues. The Company determines deferred income taxes using the liability (or balance sheet) method. Under this method, the net deferred tax asset or liability is based on the tax effects of the differences between the book and tax bases of assets and liabilities, and enacted changes in tax rates and laws are recognized in the period in which they occur. Deferred income tax expense results from changes in deferred tax assets and liabilities between periods. Deferred tax assets are reduced by a valuation allowance if, based on the weight of evidence available, it is more-likely-than-not that some portion or all of a deferred tax asset will not be realized.

Tax positions are recognized if it is more-likely-than-not, based on the technical merits that the tax position will be realized or sustained upon examination. The term more-likely-than-not means a likelihood of more than 50%; the terms examined and upon examination also include resolution of the related appeals or litigation processes, if any. A tax position that meets the more-likely-than-not recognition threshold is initially and subsequently measured as the largest amount of tax benefit that has a greater than 50% likelihood of being realized upon settlement with a taxing authority that has full knowledge of all relevant information.

The determination of whether or not a tax position has met the more-likely-than-not recognition threshold considers the facts, circumstances, and information available at the reporting date and is subject to the management's judgment.

The Company evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. As of December 31, 2025, 2024, and 2023, the unrecognized tax benefits accrual is zero. The Company will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense if incurred.

Revenue Recognition

Proceeds from the sale of a franchise are recognized as revenue when the Company has performed substantially all services for the franchise as stipulated in the franchise agreement, generally at completion of new franchisee training and the start of business by the franchise. The Company requires the entire franchise price to be paid upon execution of the franchise agreement and consequently recognizes deferred revenue until all revenue recognition criteria have been met. Monthly continuing franchise fees are recognized as revenue as earned. Other franchise operations income includes fees for other services provided to franchises which are earned as the services are provided. The Company sold seven franchises during the year ended December 31, 2025, and sold five franchises and four franchises during the years ended December 31, 2024 and 2023, respectively. The table below shows the number of franchisees and licensees in operation as of December 31, 2025, 2024, and 2023 net of closures:

	2025	2024	2023
Franchises	45	41	36
Licensees	14	14	21
International	4	4	5
Total	63	59	62

Royalty Fees

The Company's royalty fees are based on a percentage of the franchisee's and licensee's gross sales subject to minimum amounts based on the types of programs offered as set forth in the franchise and license agreements. Over the last several years the Company has moved from a flat fee royalty offering to a percentage-based royalty. These fees are recognized as revenue by the Company in the period to which the billing to the franchisees and licensees relates.

Other Revenues

For all other types of revenue, the Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the fee for the arrangement is fixed or determinable and collectability is reasonably assured.

Sales Taxes

The Company has customers in states and municipalities in which those governmental units impose a sales tax on certain sales. The Company collects those sales taxes from its customers and remits the entire amount to the various governmental units. The Company's accounting policy is to exclude the tax collected and remitted from revenue and cost of revenue.

Advertising Costs

Costs incurred for producing and distributing advertising are expensed as incurred. The Company incurred advertising costs of $210,165, $135,586, and $134,759, respectively, during the years ended December 31, 2025, 2024, and 2023.

Reclassifications

Certain reclassifications have been made to the 2024 financial statements to conform to the 2025 financial statement presentation. These classifications had no effect on net earnings.

Subsequent Events

The Company has evaluated subsequent events through March 2, 2026, the date which the financial statements were available to be issued.

Note 2. Leases

Accounting Policies

The Company determines if an arrangement is a lease or contains a lease at inception. Leases result in the recognition of ROU assets and lease liabilities on the balance sheets. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Company determines lease classification as operating or finance at the lease commencement date.

The Company does not combine lease and nonlease components, such as common area and other maintenance costs, in calculating the ROU assets and lease liabilities for its office buildings.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. The Company has made a policy election to use a risk-free rate (the rate of a zero-coupon U.S. Treasury instrument) for the initial and subsequent measurement of all lease liabilities. The risk-free rate is determined using a period comparable with the lease term.

The lease term may include options to extend or to terminate the lease that the Company is reasonably certain to exercise. Lease expense is generally recognized on a straight-line basis over the lease term.

The Company has elected not to record leases with an initial term of 12 months or less on the balance sheets. Lease expense on such leases is recognized on a straight-line basis over the lease term.

Nature of Leases

The Company has entered into the following lease arrangements:

Operating Leases

The Company leases office space that expired during 2023, at which time the Company exercised the renewal option and extended the lease for an additional five years. Lease payments have an escalating fee schedule of a 5% increase each year. Termination of the leases is generally prohibited unless there is a violation under the lease agreement. A portion of the leased space is subleased to a franchisee in a sublease that expired during 2023, at which time the Company exercised the renewal option and extended the lease for an additional five years.

The Company has no material related-party leases.

The Company’s lease agreement does not contain any material residual value guarantees or material restrictive covenants.

Quantitative Disclosures

The lease cost and other required information for the years ended December 31, 2025, 2024, and 2023 is:

	2025	2024	2023
Lease cost			
Operating lease cost	$ 148,924	$ 143,554	$ 119,795
Short-term lease cost	63,144	59,448	54,900
Sublease income	(70,214)	(66,914)	(60,937)
Total lease cost	$ 141,854	$ 136,088	$ 113,758
Other information			
Cash paid for amounts included in the measurement of lease liabilities			
Operating cash flows from operating leases	$ 138,664	$ 132,064	$ 123,670
Weighted-average remaining lease term			
Operating leases	2.7 years	3.7 years	4.7 years
Weighted-average discount rate			
Operating leases	1.6%	1.6%	1.6%

Short-Term Leases

The Company leases warehouse space with lease terms less than 12 months. Total lease expense included in operating expenses for the years ended December 31, 2025, 2024, and 2023, was $63,144, $59,448, and $54,900, respectively.

Future minimum lease payments at December 31, 2025 are:

	Operating Leases
2026	$ 145,596
2027	152,880
2028	105,264
Total future undiscounted lease payments	403,740
Less interest	(9,062)
Lease liabilities	$ 394,678

Note 3. Intangible Assets

Patents and trademarks are included in intangible assets and are stated at cost, net of accumulated amortization, where applicable.

Patents are amortized on a straight-line basis over their estimated useful lives. As of December 31, 2025, 2024 and 2023, the Company had patents with a gross carrying amount of $207,253 which have been fully amortized and continue to be used in the Company's operations. Accordingly, no amortization expense related to patents was recognized during the years ended 2025, 2024, and 2023.

Trademarks are considered to have indefinite useful lives, as there are no legal, regulatory, contractual, competitive, economic, or other factors that limit the period over which the trademarks are expected to contribute to future cash flows. As a result, trademarks are not amortized but are evaluated for impairment annually, or more frequently if events or changes in circumstances indicate that it is more likely than not that the asset is impaired. The gross carrying amount of the trademarks was $155,850, $155,850 and $157,237 as of December 31, 2025, 2024 and 2023. No impairment of trademarks was identified during the year ended 2025.

Note 4. Note Receivable

Notes receivable consist of the following at December 31:

	2025	2024	2023
Note receivable from franchisee, monthly principal payments of $1,000, maturity date of February 2024, secured by underlying assets and franchise commitment	$ -	$ 1,810	$ 1,810
Note receivable from franchisee, monthly principal payments of $170, maturity date of December 2027, secured by underlying assets and franchise commitment	4,432	-	-
Note receivable from franchisee, monthly principal payments of $333, maturity date of May 2028, secured by underlying assets and franchise commitment	7,667	-	-
Note receivable from franchisee, to be repaid at a future date, secured by underlying assets and franchise commitment	42,000	54,718	56,036
	54,099	56,528	57,846
Less current maturities	(10,266)	(10,266)	(1,810)
	$ 43,833	$ 46,262	$ 56,036

Note 5. Notes Payable

Notes payable as of December 31, 2025, 2024, and 2023 consisted of the following:

	2025	2024	2023
Non-interest bearing note payable to stockholder, due on demand	$ 1,695,000	$ 1,695,000	$ 1,260,000
Non-interest bearing note payable to stockholders, due on demand	1,500,000	1,500,000	1,500,000
	3,195,000	3,195,000	2,760,000
Less current maturities	(3,195,000)	(3,195,000)	(1,260,000)
Net notes payable outstanding	$ -	$ -	$ 1,500,000

During the years ended December 31, 2025, 2024, and 2023, the Company received proceeds from notes payable to stockholders in the amounts of $0, $435,000, and $530,000, respectively.

Effective January 22, 2025, these secured promissory notes were amended to include the following terms: The Company shall make payments equal to 10% of net income in any month, until the note is paid in full. The secured promissory note must be paid in full at the time of a change in control or upon demand by the note holder. In the event of default, the full amount owed on the secured notes will become due immediately, and the unpaid balance on the notes will start to accrue interest at 18% per annum. The notes are secured by all the assets of the Company.

Based on the terms of the new agreements, the total amounts of these two loans will be shown as currently due on the balance sheets for the years ended December 31, 2025 and 2024.

Note 6. Contract Assets

Contract assets as of December 31, 2025, 2024, and 2023, consist of the following:

	2025	2024	2023
Deferred cost	$ 139,429	$ 103,817	$ 205,650
Less current portion	(58,674)	(60,326)	(103,252)
Total deferred cost, less current portion	$ 80,755	$ 43,491	$ 102,398

Note 7. Contract Liabilities

Contract liabilities as of December 31, 2025, 2024, and 2023, consist of the following:

	2025	2024	2023
Deferred franchise revenues	$ 362,293	$ 346,813	$ 418,327
Less current portion	(114,211)	(116,396)	(129,040)
Total deferred revenue, less current portion	$ 248,082	$ 230,417	$ 289,287

Note 8. Income Taxes

Deferred tax assets and liabilities consist of the following:

	2025	2024	2023
Deferred tax assets (liabilities)			
Net operating loss carryforward	$ 3,422,671	$ 3,420,172	$ 3,247,208
Allowance for doubtful accounts	3,994	3,996	4,006
Deferred revenues	15,303	45,640	39,989
Timing of lease expense	5,148	3,947	1,123
Intangible assets	(34,970)	(34,747)	(34,307)
Property and equipment	56,127	42,769	40,650
	3,468,273	3,481,777	3,298,669
Less valuation allowance	(3,468,273)	(3,481,777)	(3,298,669)
Total deferred tax assets (liabilities)	$ -	$ -	$ -

The Company has net operating loss carryforwards for federal and state tax purposes totaling $14,260,018, $14,393,860, and $13,658,915 as of December 31, 2025, 2024, and 2023, respectively. The net operating loss carryforwards begin expiring in 2029. The general business credits begin expiring in 2033. At December 31, 2025, 2024, and 2023, the Company has recorded a valuation allowance of $3,468,273, $3,481,777, and $3,298,669, respectively, as a result of determining that it is more-likely-than-not that the net operating loss carryforwards will not be utilized prior to expiration.

The reconciliation of income taxes calculated at the tax statutory rates to the Company's effective tax rate is set forth below:

	2025	2024	2023
Income tax computed at federal statutory rates	21%	21%	21%
State taxes, net of federal tax benefit	4%	4%	4%
Change in income taxes resulting from valuation allowance	-25%	-25%	-25%
	0%	0%	0%

Note 9. Employee Benefit Plan

The Company has a qualified 401(k) plan which covers all employees who meet eligibility requirements. The Company's contribution to the Plan, as determined by the Board of Directors, is discretionary but may not exceed 15% of the annual aggregate compensation paid to all participating employees or 100% of the employees' contribution. Employees are also permitted to make voluntary contributions up to 15% of their annual aggregate compensation. There were no Plan contributions from the Company for the years ended December 31, 2025, 2024, and 2023.

Note 10. Commitments and Contingencies

Legal Proceedings

The Company is subject to legal proceedings and claims that arise in the ordinary course of business. The Company does not currently believe that the outcome of any of those matters will have a material adverse effect on the Company's financial position, operating results, or cash flows.

Note 11. Stock Warrants

The Company has outstanding stock warrants issued to two majority stockholders and one marketing consultant totaling 3,050 shares of stock. The warrants have an exercise price of $337 and expire at various dates through May 2028. During the years ended December 31, 2025, 2024, and 2023, $0 of expense has been recognized in connection with these stock warrants.

Note 12. Related-Party Transactions

As of December 31, 2025, 2024, and 2023, the Company had notes payables to two stockholders totaling $3,195,000, $3,195,000, and $2,760,000, respectively. For the years ended December 31, 2024, and 2023, these notes were unsecured, noninterest-bearing and due on demand. See Note 5 for changes made to these notes subsequent to the year ended December 31, 2024.

Note 13. Preferred Stock

Holders of outstanding shares of Series A Preferred Stock are entitled to receive dividends, when, and if declared by the Company at a rate of $15 per share payable in preference and priority to dividends or distributions on Series B Preferred Stock and Common Stock. Holders of outstanding shares of Series B Preferred Stock are entitled to receive dividends, when, and if declared by the Company at a rate of $15 per share payable in preference and priority to dividends or distributions on Common Stock. The right to receive dividends on shares of Series A Preferred Stock and Series B Preferred Stock, whether or not declared, shall be cumulative. No dividends were declared during the year ended December 31, 2025. Cumulative unpaid dividends on Series A Preferred Stock totaled $960,000 at December 31, 2025. Cumulative unpaid dividends on Series B Preferred Stock totaled $1,714,350 at December 31, 2025.

In the event of a sale, merger or any other liquidation, holders of outstanding shares of Series A Preferred Stock are entitled to receive, prior to and in preference to any distribution of any of the assets of the Company to the holders of the Series B Preferred Stock and the Common Stock, an amount per share of each Series A Preferred Stock held by them equal to 3.5 times the Series A Preferred Original Issue Price of $300 per share, plus any dividends accrued but unpaid. Holders of outstanding shares of Series B Preferred Stock are entitled to receive, prior to and in preference to any distribution of any of the assets of the Company to the holders of the Common Stock, an amount per share of each Series B Preferred Stock held by them equal to 2.5 times the Series B Preferred Original Issue Price of $300 per share, plus any dividends accrued but unpaid. The outstanding shares of Series A Preferred Stock and Series B Preferred Stock shall not be convertible into Common Stock.

Note 14. Management's Plans for Operations

The financial statements for the Company are prepared using the generally accepted accounting principles applicable to a going concern, which contemplates the realization of assets and liquidation of liabilities in the normal course of business. The Company has invested in long-term franchise system improvements and technology, which has led to losses from operations.

During the years ended December 31, 2025, 2024, and 2023, the Company experienced a net income of $94,490, and net losses of $716,485, and $751,216, respectively, due primarily to the investments being made into franchise systems, marketing, and technology, the add-back of deferred employer taxes and awarding fewer new franchise locations than projected.

Since the beginning of the 2020 COVID-19 crisis, the Company made significant changes to its service offering to improve franchise unit economics, expand into additional market segments, and changes to its expense lines to react to less-than-planned franchise sales. The Company's investments in improving system-wide performance were starting to be realized in 2024 with continued realization in 2025, with an increase of Average Unit Volume (AUV) of 6% and 14%, respectively; new center membership pre-sales consistently recognized 100 members within the first 100 days, with a new record set during 2024 by one center of recording 100 members in the first six days post open. Training centers benefited from the introduction of a new online scheduling and point-of-sale system, a new customer relationship management system for tracking and managing leads generated through customer acquisition and referral marketing, athlete assessment technology that captured, recorded and reported training video, force and power data, plus a reporting system to share athlete development data; and the release of center-specific, a real-time Key Performance Indicator (KPI) dashboard that allows owners to better identify business issues, set priorities and establish action plans.

During 2025, the Company continued its efforts to accelerate new training center openings and overall business scale, by transitioning in-house production of its Super Running Treadmill to Woodway USA, Inc. and outsourcing the manufacturing of its other proprietary equipment.

Building on the progress of 2025, the Company anticipates a strong year ahead. They finished the year with seven franchises sold but not yet open, all of which are scheduled to launch operations in 2026. They also project selling 12 additional franchises and opening 12 centers during 2026, expanding both domestic and international presence.

The Company will continue to enhance franchise unit economics, invest further in technology, and expand its franchise footprint. Building on prior initiatives, the Company remains focused on improving training center economics, increasing athlete and business intelligence through technology, and advancing operational efficiency through best practices. In addition to these strategic priorities, the Company has commitments from its stockholders to provide additional funding if needed, ensuring continued growth and financial stability.

Note 15. Reliance on Third-Party Liquidity

The Company has incurred recurring losses and negative cash flows from operations. The Company has received a commitment from its stockholders to provide additional funds through March 15, 2027, to meet liquidity needs not covered by operating cash flows.

Note 16. Revenue from Contracts with Customers

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer and is the unit of account in Topic 606. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied.

As a franchisor, the Company's principal business is to sell franchises, which provide scientifically based, performance sports training programs. Franchise rights may be granted through a franchise agreement that sets out the terms of the arrangement with the franchisee. The franchise agreements require that the franchisee remit continuing/royalty fees to the Company based on the monthly revenues of the franchisees. The franchise agreements also require certain, upfront franchise fees such as initial fees paid upon opening of a franchise, fees paid for Business Acceleration Products (BAP), and fees paid in the event the franchise agreement is transferred to another franchisee.

Equipment sales are distinct standalone transactions that take place between the franchisee and franchisor. Terms are FOB Shipping, title passes to franchisee when shipped. Installation services typically occur within the same week and are performed by the Company and reported separately. The franchisee is billed when the product is shipped for both the equipment and installation services. Install services are typically performed within a day or two of shipping. Any cutoff issues are expected to be immaterial as the Company typically does not ship equipment near year-end and any equipment in transit at year-end would have immaterial installation charges associated with it.

Franchising

The Company executes franchise agreements that set the terms of its arrangement with each franchisee. The franchise agreements require the franchisee to pay an initial, nonrefundable fee of $55,000 and continuing royalty fees. Royalty and marketing fees are subject to minimums and are paid weekly. In 2014, the Company moved away from percentage of sales to a fixed fee structure for royalties and marketing fee payments. In 2018, the Company returned to a percentage of sales structure to determine royalty fees. Direct costs of sales and servicing of franchise agreements are charged to general and administrative expenses as incurred.

When an individual franchise is sold, the Company agrees to provide certain services to the franchisee, including on-boarding support, use of training protocols, site selection, systems implementation, business development, and design of a quality customer experience. The Company recognizes 60% of the initial fee when the agreement is signed, and certain franchise materials are provided. The remaining 40% of the initial fee is recognized as revenue when substantially all initial services required by the franchise agreement are performed, which is generally upon opening of a training center. Continuing fees are recognized as earned, with an appropriate provision for estimated uncollectible amounts charged to general and administrative expense.

Initial fees included in revenues for the years ended December 31, 2025, 2024, and 2023 were $171,000, $72,000, and $129,000, respectively. Royalty fees earned during the years ended December 31, 2025, 2024, and 2023 were $597,019, $584,806, and $602,421, respectively.

The Company determined that the services they provide in exchange for upfront franchise fees, which primarily relate to pre-opening training and other services, are individually distinct from the ongoing services they provide to their franchisees. As a result, these pre-opening fees are recognized upon the franchise opening, and completion of the related training. Revenues for these upfront franchise fees are recognized on a straight-line basis, which is consistent with the franchisee's right to use and benefit from the intellectual property. Revenues from continuing fees and upfront franchise fees are presented within franchise revenues in the statements of operations. Correspondingly, the commissions related to franchise sales are recorded as an asset and are recognized over the expected life of the franchise agreement in "cost of revenues."

Revenue from equipment sales is recognized when the equipment is shipped, and the installation is complete.

Accounting Policies and Practical Expedients Elected

Advertising fund contributions and expenditures are reported on a gross basis in the statements of operations. The assets and liabilities held by the advertising funds, are reported as restricted assets and liabilities of advertising funds, respectively, and are included within the respective balance sheets caption to which the assets and liabilities relate. Additionally, advertising costs that have been incurred by the Company outside of the advertising funds are included within advertising expenses in the statements of operations. The Company is also applying an accounting policy election, which allows an entity to exclude from revenue any amounts collected from customers on behalf of third parties, such as sales taxes and other similar taxes we collect concurrent with revenue-producing activities. Therefore, revenue is presented net of sales taxes and similar revenue-based taxes.

The Company has elected to use the portfolio approach to evaluate contracts. As a practical expedient, a portfolio approach is permitted if it is reasonably expected that the approach's impact on the financial statements will not be materially different from the impact of applying the revenue standard on an individual contract basis. In order to use the portfolio approach, an entity must reasonably expect that the accounting result will not be materially different from the result of applying the standard to the individual contracts.

The Company has elected to use the right to invoice practical expedient. This practical expedient allows an entity to recognize revenue in the amount of consideration to which the entity has the right to invoice when the amount that the entity has the right to invoice corresponds directly to the value transferred to the customer. That is, the invoice practical expedient cannot be applied in all circumstances because the right to invoice a certain amount does not always correspond to the progress toward satisfying the performance obligation. Therefore, an entity should demonstrate its ability to apply the invoice practical expedient to performance obligations satisfied over time.

EXHIBIT F

List of Athletic Republic® Franchisees and Licensees and Former Franchisees and Licensees as of December 31, 2025

FRANCHISEE	ADDRESS	PHONE/CONTACT
ARIZONA		
Athletic Republic No. Phoenix	20830 North 25th Place, #108 Phoenix, AZ 85050	(480)573-8500 Steve Padgett
CALIFORNIA		
Athletic Republic Fontana	10557 Juniper Avenue Fontana, CA 92337	(909) 228-8371 Joe Spiers
Athletic Republic San Diego	3603 Camino del Rio West San Diego, CA 92110	(858) 384-4060 Lily Sun Higman
FLORIDA		
Athletic Republic Parkland	Parkland Rec Center 10559 Trails End Parkland, FL 33076	(786) 493-9609 Bob Green
GEORGIA		
Athletic Republic Roswell	Kings Market 1425 Market Blvd. #527 Roswell, GA 30076	(470) 819-5989 Alice Gumo
INDIANA		
Athletic Republic Evansville	4301 Vogel Road Evansville, IN 47715	(812) 474.3278 Debbie Reed
Athletic Republic-Acceleration Indiana	2340 Conner Street Noblesville, IN 46060	(317) 842-2702 John Gregnon
IOWA		
Athletic Republic Spirit Lake	1808 Jackson Ave Spirit Lake, IA 51360	(712) 336-4040 Levi Markwardt
KENTUCKY		
Athletic Republic Louisville	12001 Shelbyville Road Louisville, KY 40243	(502) 754-3356 Chris Paul
MARYLAND		
U.S. LACROSSE HQ	2 Loveton Circle Sparks, Maryland 21152	(410) 235-6882 Jay Dyer
Athletic Republic Capitol Region	6417 Marlboro Pike District Heights, MD 20747	(877) 753-0737 Carl Williams
MASSACHUSETTS		
Athletic Republic Norwood	290 Vanderbilt Ave. Norwood, MA 02062	(781) 352-2501 Jason Sylvester
MICHIGAN		
Athletic Republic Shelby	14901 23 Mile Road Shelby, MI 48315	(248) 743-1234 Daane Mallek
Athletic Republic Commerce	2001 Dallavo Dr,	(248) 716-1700

	Commerce Charter Twp, MI 48390	Daane Mallek
MINNESOTA		
Athletic Republic TRF	The Ralph Englestad Arena 525 North Brook Avenue Thief River Falls, MN 56701	(218) 681-2183
FRANCHISEE	**ADDRESS**	**PHONE/CONTACT**
MISSOURI		
Athletic Republic STL	1033 Corporate Square Creve Coeur, MO 63132	(314) 432-6103 Dale Huff
NEVADA		
Athletic Republic Reno	9333 Double R Blvd #1500 Reno, NV 89521	(775) 451-3277 Jeff Heinemann
Athletic Republic Henderson	10909 S Eastern Ave Henderson, NV 89052	(702) 835-6130 Jodi Gilliland
NEW JERSEY		
Athletic Republic Randolph	20 Route 10 West Succasunna, NJ 07876	(862) 465-9119 Richy Castro
Athletic Republic - Escape	2036 Briggs Rd #300 Mount Laurel, NJ 08054	(856) 581-9120 Christian Lee
NEW YORK		
Athletic Republic Hudson Valley	1742 NY-17A Florida, NY 10921	(845) 318-1303 Marz Garcia
NORTH CAROLINA		
Athletic Republic Cary	605 Mills Park Drive Cary, NC	(919) 230-0899 Alen McKnight
NORTH DAKOTA		
Athletic Republic Fargo	5451 53rd Ave. South Fargo, ND 58104	(701) 515-0171 Harry Wood
Athletic Republic – ASK	3516 North Broadway Minot, ND 58703	(701) 839-3139 Jay Lundeen
OHIO		
Athletic Republic Cincinnati	10861 Millington Court Blue Ash, OH 45242	(513) 898-9969 Zachary James
Athletic Republic – Queen City	Queen City Sportsplex 10765 Reading Road Cincinnati, OH 45241	(513) 898-9969 Zachary James
Athletic Republic Toledo	3830 Woodley Road Toledo, OH 43623	(419) 882-0661 Jeff Seemann
OREGON		
Athletic Republic – Sports Lab	710 NE Holladay St. Portland, OR 89521	(503) 542-2744 Jerod Cottrill
PENNSYLVANIA		
Athletic Republic – Connected Health	12620 Perry Highway Wexford, PA 15090	(412) 347-4047 Betty Rich

Athletic Republic Moosic	3356 Birney Avenue – Birney Mall Moosic, PA 18507	(570) 346-2929 Mike Prociak, Jr.
Athletic Republic Dallas	220 East Center Hill Rd. Dallas, PA 18612	(570) 675-2600 Mike Prociak
FRANCHISEE	**ADDRESS**	**PHONE/CONTACT**
SOUTH DAKOTA		
Athletic Republic – Avera Sioux Falls	Avera Human Performance Center 6800 E Louise Ave. Sioux Falls, SD 57105	(605) 322-5182 Jason Askew
Athletic Republic – Avera Mitchell	Avera Queen of Peace Health Services 525 North Foster Mitchell, SD 57301	(605) 995-0161 Jason Askew
Athletic Republic – Avera Brookings	Avera Orthopedics 310 22nd Avenue Brookings, SD 57006	(605) 696-2700 Jason Askew
TENNESSEE		
Athletic Republic Knoxville	8425 Kingston Pike Knoxville, TN 37919	(865) 855-3278 Adam Scott
TEXAS		
Athletic Republic Amarillo	4023 SW Avenue Amarillo, TX 79110	(806) 513-5028 Brandon Brown
Athletic Republic No Dallas	13621 Neutron Road Farmers Branch, TX 75244	(469) 945-6683 David Woods
Athletic Republic Rockwall*	3101 Fit Sport Life Blvd. #101 Rockwall, TX 75032	(469) 653-3345 Russ Thomas
UTAH		
Athletic Republic No Davis County	340 W Antelope Dr. Clearfield, UT 84015	(385) 332-3871 Troy Barker
Athletic Republic Park City	3126 Quarry Rd, Suite F Park City, UT 84098	(435) 729-7230 Shae Sims
Athletic Republic West Jordan	8860 S Redwood RD West Jordan, UT 84088	(385) 855-2007 Shea Sims

* AR Rockwall, Texas transferred ownership on 9/30/25 from Jhony Lopez to Russ Thomas

Franchisees Sold but not Opened as of 12.31.2025

FRANCHISEE	ADDRESS	PHONE
NEW HAMPSHIRE		
Athletic Republic Salem	Salem, NH	(603) 817-3764 Tom Mueller
NEW YORK		
Athletic Republic Smithtown	Smithtown, NY	(631) 357-6784 Tom Gilmartin
PENNSYLVANIA		
Athletic Republic Warminster	10909 S Eastern Ave. Warminster, PA 18974	(215) 960-9322 Eric Clever
SOUTH DAKOTA		
Athletic Republic – Avera Pierre	750 E Sioux Avenue Pierre, SD 57501	(605) 224-3549 Ann Shoup
TEXAS		
Athletic Republic Odessa	6145 E 56th Street Odessa, TX 79762	(432) 888-9028 Matt Burleson
Athletic Republic Tomball	Spring, TX	(903) 926-3029 Victor Bennett
VIRGINIA		
Athletic Republic Springfield	7401 Fullerton Road Suite U/V Springfield VA 22153	(618) 521-2846 Matt Wagoner

Current International Franchisees

FRANCHISEE	ADDRESS	PHONE/CONTACT
AUSTRALIA		
Athletic Republic	5/5 Cedarbrook Drive Forest Glen, QLD 4556	0482 075 055 Rod Jones
CANADA		
Ontario Hockey Academy	1539 Vincent Massey Cornwall, ON Canada K6H5R6	(613) 938-5009 Giles Lascelle
JAPAN		
Total Workout - Roppongi Hills	6-4-1 Roppongi Minato-ku, Tokyo, Japan 106-0032	
Total Workout - Shibuya	3-6 Maruyamacho Shibuya-ku, Japan 150-0044	
Total Workout – Fukuoka	Hakata-ku, Nakasu 3-7-24 Fukuoka, Japan 810-0801	

Current US Licensees:

LICENSEE	ADDRESS	PHONE/CONTACT
CALIFORNIA		
Stanford University	450 Sierra Mall Stanford, CA 94305	
GEORGIA		
Albany State University	504 College Drive Albany, GA 31705	(229) 500-2000 Laura Glover
ILLINOIS		
Carle Foundation Hospital	Sports Medicine 810 West Anthony Drive Urbana, IL 61802	(217) 326-1965
Sports Enhancement Center	2406 East Empire Bloomington, IL 61704	(309) 663-9300
IOWA		
Sioux City Acceleration	2800 Pierce Street, Suite 120B Sioux City, IA 51103	(712) 279-3278 Jesse Wavrunek
MINNESOTA		
University of Minnesota	Mariucci Arena Room 137 1901 4th Street SE Minneapolis, MN 55455	612-626-7845
NEW YORK		
Chelsea Piers	Pier 60 New York, NY 10011	(212) 336-6123
Cornell University	Hockey Office – Lynah Rink Ithaca, NY 14853-6501	(607) 255-4171
NORTH DAKOTA		
Dickinson State University	c/o Athletic Department 291 Campus Drive Dickinson, ND 58601	(701)483-2181
UTAH		
Intermountain Acceleration	IHC – St. Regional Hospital 115 E 2580 So St. George, UT 84790	(435) 251-2299 Ted Hugunin
Intermountain Acceleration	Be More Center 1871 W. Canyon View Dr. St George, UT 84790	(435) 251-2299 Ted Hugunin
Intermountain Acceleration	IHC-TOSH 5848 South Fashion Blvd 300 E Murray, UT 84107	(801) 314-4040
Sorenson High Performance Ctr	University of Utah 1825 E South Campus Dr Salt Lake City, UT 84112	

Locations Closed in 2025

LOCATION	ADDRESS	CONTACT
Athletic Republic Naples	6425 Naples Blvd. Naples, FL 34109	Carolyn Homberger
Athletic Republic South Indianapolis	8735 S US Hwy 31 Indianapolis, IN 46227	Vandi Miranda
Athletic Republic Hoosier FC	411 S. Harbor Drive Noblesville, IN 46	Vandi Miranda

EXHIBIT G

FRANCHISEE QUESTIONNAIRE

NOTICE FOR PROSPECTIVE FRANCHISEES WHO RESIDE IN, OR WHO INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES : CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A REGULATED STATE) : FOR PROSPECTIVE FRANCHISEES THAT RESIDE IN OR ARE SEEKING TO OPERATE THE FRANCHISED BUSINESS IN ANY REGULATED STATE, DO NOT COMPLETE THIS QUESTIONNAIRE OR TO RESPOND TO ANY OF THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE.

As you know, Athletic Republic, Inc. (the "Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of an Athletic Republic® Franchised Business (the "Franchise"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

QUESTION		**YES**	**NO**
1.	Have you received and personally reviewed the Franchisor's disclosure document (the "disclosure document") provided to you?		
2.	Did you sign a receipt for the disclosure document indicating the date you received it?		
3.	Do you understand all of the information contained in the disclosure document?		
4.	Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?		
5.	Please insert the date on which you received a copy of the Franchise Agreement with all material blanks fully completed: _____		
6.	Do you understand the terms of and your obligations under the Franchise Agreement?		
7.	Have you discussed the benefits and risks of operating the Franchise with an attorney, accountant or other professional advisor?		
8.	Do you understand the risks associated with operating the Franchise?		
9.	Do you understand that the success or failure of the Franchise will depend in large part upon your skills and abilities, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?		
10.	Has any employee or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the Franchise that is contrary to, or different from, the information contained in the disclosure document?		
11.	Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchise will generate that is contrary to, or different from, the information contained in the disclosure document?		
12.	Has any employee or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs involved in operating the Franchise that is contrary to, or different from, the information contained in the disclosure document?		

QUESTION		YES	NO
13.	Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual, average or projected profits or earnings or the likelihood of success that you should or might expect to achieve from operating the Franchise that is contrary to, or different from, the information contained in the disclosure document?		
14.	Has any employee or other person speaking on behalf of the Franchisor made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance relating to the Franchise that is contrary to, or different from, the information contained in the disclosure document?		

If you answered "Yes" to any of questions ten (10) through fourteen (14), please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of the foregoing questions, please leave the following lines blank.

_____

_____

_____

_____

You understand that your answers are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

_____

FRANCHISE APPLICANT

_____, 202_____

EXHIBIT H

CONFIDENTIAL DISCLOSURE AGREEMENT

Athletic Republic, Inc. ("we" or "our") and the undersigned ("you") are interested in discussing the possibility of you (or an entity controlled by you) becoming a franchisee. In the course of such negotiations we may share with you information, knowledge and know-how, including systems, manuals, plans, methods, procedures, techniques, records, market research, supplier lists, materials, specifications, information systems, and other information (collectively, the "Confidential Information") to enable you to decide if you wish to become an Athletic Republic® franchisee. We require that our Confidential Information be maintained in strict confidence and that you not copy or attempt to duplicate in any way the Athletic Republic® concept based on use of the Confidential Information.

Your acceptance of the terms of this confidential disclosure agreement indicates that:

1. You agree to maintain as confidential the Confidential Information;

2. You agree not to disclosure the Confidential Information to anyone without our prior written approval;

3. You agree to use the Confidential Information only in connection with your consideration of becoming an Athletic Republic® franchisee;

4. You agree not to reproduce any of the Confidential Information and to return to us all Confidential Information received by you immediately upon our request;

5. You agree to be bound by the foregoing obligations at all times, whether or not you become an Athletic Republic® franchisee.

Upon a breach or threatened breach by you of this Agreement, we are entitled to immediate injunctive relief and any other equitable remedies, as well as all available remedies at law, and to recover costs and expenses (including legal fees) incurred to enforce our rights under this Agreement.

Accepted and agreed:

Date: _____, 202__

_____
Signature

_____
Print Name

EXHIBIT I

2026 OPERATING MANUALS
TABLES OF CONTENTS

Multi-Sport Training Protocol Manual

SECTION:	**PAGES:**
TRAINING TRIAL	
Trial Training Session - Acceleration	2
Trial Training Session – Endurance	2
ACCELERATION – 60 minute	
Regular Acceleration Level 1	12
Regular Acceleration 1.5	12
Regular Acceleration Level 2	12
Regular Acceleration Level 3	12
Regular Acceleration Level 4	12
Regular Acceleration Level 5	12
Backpedal Level 1	12
Regular Plyometrics Level 1	12
Regular Plyometrics Level 2	12
Regular Plyometrics Level 3	12
Regular Plyometrics Level 4	12
Condensed Plyometrics Level 1	12
Condensed Plyometrics Level 2	12
Home Plyometrics Level 1	16
In Season Training Level 0.75	10
In Season Training Level 1	10
In Season Training Level 1.5	10
In Season Training Level 2	10
Training Camp Hybrid (1 week)	3
Training Camp Speed (1 week)	3
Training Camp Agility (1 week)	3
ACL BRIDGE	
ACL Bridge Overview & Evaluation	9
ACL Bridge Phase 1	8
ACL Bridge Phase 2	8
ACL Bridge Phase 3	8
ACL Bridge – Modified (Level 1, 2 & 3)	32
AR-FIT	
Adult Fitness @ AR 2025 Programs (63 workouts)	9

High Intensity Interval Training (52-weeks of Daily Work-outs)	52	
1 Week Blank Template	1	
AR-FIT 8-week Challenge daily workouts		6
AR-FIT 7-week Challenge daily workouts		7
AR-FIT 6-week Challenge daily workouts		8
Adult Enhanced - 12 Sessions (Yamuna & Stick Mobility)		4

BALANCED (HYBRID) PROTOCOL - 90 minute

Balanced Protocol Overview & Assessment	23
4 Week Balanced Plyo Level 1	6
4-Week Balanced Treadmill Level 1	6
6 Week Balanced Plyo Level 1	9
6-Week Balanced Treadmill Level 1	9
8 Week Balanced Plyo Level 1	12
8-Week Balanced Treadmill Level 1	12

BASEBALL

Baseball Hitting Drills	5
Baseball PowerCord Level 1	12
Pro Baseball In-Season Backpedal Level 1	12
Pro Baseball In-Season FWD RTM Level 1	12
Pro Baseball Pitchers Preseason Backpedal Level 1	6
Pro Baseball Pitchers Preseason Backpedal Level 2	6
Pro Baseball Pitchers Preseason FWD RTM Level 1	6
Pro Baseball Pitchers Preseason FWD RTM Level 2	6
Baseball / Softball Movement Drills & Strength	1

BASKETBALL

Basketball Hybrid Plyo, Treadmill, Backpedal Level 0.75	24
Basketball Hybrid Plyo, Treadmill, Backpedal Level 1	24
Basketball Hybrid Plyo, Treadmill, Backpedal Level 1.5	24
Basketball Hybrid Plyo, Treadmill, Backpedal Level 2	24
Basketball PowerCord Level 1	12

CORDS

ThrowingCord Level 1	12
ThrowingCord Level 2	12
HittingCord Level 1	12
KickingCord Level 1	12
PowerCord Level 1	12

DISTANCE RUNNING

Distance Running 800m-1500m Level 1	12
Distance Running 800m-1500m Level 2	12

Distance Running 800m-1500m Level 3	12	
Distance Running 3K-10K Level 1	12	
Distance Running 3K-10K Level 2	12	
Distance Running 3K-10K Level 3	12	

ENHANCED/STABILITY

Recovery Week 1-3	1	
Recovery Week 4-6	1	
Jump Strength Week 1	1	
Jump Strength Week 1	1	
Jump Strength Week 3	1	
Jump Strength Week 4	1	
Female Stability – Protocol Adaptations	2	
Advanced Female Stability - Yamuna (6 Sessions)		6
Stability Sessions 1-10	10	
Sensory	1	
Shoulder Stability	4	

ENDURANCE

3S (Speed, Strength & Stability) – 4, 6 and 8-weeks training programs	36
Distance Running Mechanics & Assessment – checklist	7
Distance Running Interval Work-outs – 8, 12, 16-weeks based on 10k time	27
Distance Running Program (14-week schedule) based on 10k time	9

FIGURE SKATING

Figure Skating Jump Plyo Level 1	6
Figure Skating Plyos Level 1	6
Figure Skating Plyos Level 2	6
Figure Skating Plyos Level 3	6
Figure Skating Plyos Level 4	6
Figure Skating Backpedal Level 1	3
Figure Skating Backpedal Level 2	3
Figure Skating Backpedal Level 3	3
Figure Skating Backpedal Level 4	3
Figure Skating FWD RTM Level 1	3
Figure Skating FWD RTM Level 2	3
Figure Skating FWD RTM Level 3	3
Figure Skating FWD RTM Level 4	3

FOOTBALL

Football - Collegiate Level 1 (Lineman)	12
Football - Collegiate Level 2 (Lineman)	12
Football - Collegiate Level 1 (Backs)	12
Football - Collegiate Level 2 (Backs)	12
Football Movement Drills & Sport-Specific Strength	1
Collegiate Football Plyos Level 1	6

Collegiate Football Plyos Level 2	6
Pro Football Lineman Backpedal Level 1	12
Pro Football Lineman Backpedal Level 2	12
Pro Football Lineman FWD RTM Level 1	12
Pro Football Lineman FWD RTM Level 2	12
Pro Football Speed Specific Backpedal Level 1	8
Pro Football Speed Specific Backpedal Level 2	2
Pro Football Speed Specific Backpedal Level 3	6
Pro Football Speed Specific FWD RTM Level 1	16
Pro Football Speed Specific FWD RTM Level 2	6
Pro Football Speed Specific FWD RTM Level 3	16
Pro Football Speed Specific Plyometrics Level 3	6

GOLF

Golf Level 1	20
Golf Off-Season Base Building	4
Golf Pre-Season Conditioning	4
In-season Tour Training	4

GROUND-BASED (in-center/off-site)

Ground-based Level 1	32

GYMNASTICS

Gymnastics Level 1	6

KICKING CORD

Kicking Cord Level 1	12

HOCKEY

Hat-Trick Level 1	15
Hat-Trick Level 2	20
Hat-Trick Level 3	15
Hat-Trick Level 4	11
Hat-Trick Level 5	10
Junior Skating Level 1	12
Junior Skating Level 2	12
Junior Skating Level 3	12
Junior Skating Level 4	12
Backward Skate Level 1	12
Collegiate Level 1	12
Collegiate Level 2	12
Collegiate Level 3	12
Goalie Level 1	12
Goalie Level 2	12
Pro Hockey Level 1	12
Pro Hockey Level 2	12

Plyo Platform Pro Hockey Level 1	8	
Plyo Platform Pro Hockey Level 2	8	
Special Hockey 3-Week Protocol Level 1	13	
Shooting & Stick Handling Level 1 Plyos	24	
In-Rink Flexibility and Balance Level 1 Cords	8	
In-Rink Slide Board and Balance Level 2 Cords	8	
Shooting & Stick Handling Level 1 Cords	11	

IGNITION

Youth Ignition Protocol Level .25	4	
Youth Ignition Protocol Level .50	12	
Youth Ignition Protocol Level .75	12	
Ignition (Youth - Ground Based) 12 Session, Outdoor		12
Learn to Train (Youth - U8)	6	

LACROSSE

Lacrosse Movement Drills & Sport-Specific Strength	1	

NETBALL

Netball Movement Drills & Sport-Specific Strength	1	

MOBILITY

Exercise Summary	5	
Tournament Recovery	2	
Recovery Matrix	2	

PLYO PLATFORM

Plyo Platform Level 1	12	
Plyo Platform Level 2	12	

RECREATIONAL ATHLETE

Recreational Athlete Level 1	12	
Recreational Athlete Plyometrics Level 1	12	

RUGBY

Rugby Movement Drills & Sport-Specific Strength	1	

SPEED SKATING

Speed Skating Starts Level 1	8	

STRENGTH

ProImplosion Level 1	12	
Plyo Press Base Level 1	12	
PlyoPress Jump Protocol – Overview	2	
PlyoPress Jump Protocol - Level 1	3	

ProPress Jump Protocol – Youth	1
Athlete Strength (PlyoPress, MultiHip, & Leg Curl Level 1)	1
Youth Lower Body Strength	12
Youth Upper Body Strength	12
Youth Strength	2

SOCCER

Soccer Speed Plyometrics Level 1	8
Soccer Speed Plyos - Extended Version Level 1	7
Soccer Movement Drills & Sport-Specific Strength	1

SWIMMING

5-week Swimming (Dry-Land Training)	15

TENNIS

Tennis Movement Drills & Sport-Specific Strength	1

VOLLEYBALL

Volleyball Level 1	9
Volleyball Backpedal Level 1	3
Volleyball FWD Running Level 1	3
Volleyball PowerCord Level 1	12

WARM-UP

12 Months Pre-Written Dynamic Warm-up	11

WRESTLING

Wrestling Level 1	14

TOTAL PROTOCOL	**1,723 pages**

Training and Certification Courses

SECTION: **PAGES:**

ONBOARDING – New Employee Orientation: A Brief History of Athletic Republic 14

LEVEL 1 – Intern / Sports Performance Trainer Education & Certification 204
ON-LINE CLASS 1– New Employee Orientation: A Brief History Of Athletic Republic
ON-LINE CLASS 2 – New Employee Orientation: The Athletic Republic Message
ON-LINE CLASS 3 – New Employee Orientation: Making a Difference
ON-LINE CLASS 4 – ES-P101: Universal Principles of Training
ON-LINE CLASS 5 – ES-P102: Energy System Training Adaptations
ON-LINE CLASS 6 – ES-P103: Muscle Physiology
ON-LINE CLASS 7 – ES-P104: Neuromuscular Adaptations to Training
ON-LINE CLASS 8 – ES-B101: Sport Biomechanics Fundamentals
ON-LINE CLASS 9 – ES-B102: Sprint Mechanics
ON-LINE CLASS 10 –ES-B103: Distance Running Mechanics
ON-LINE CLASS 11 – ES-B104: Pitching and Throwing Mechanics
ON-LINE CLASS 12 – ES-TT101: Periodization and Training Session Design
ON-LINE CLASS 13 – AR-B101: The Athletic Republic Message
ON-LINE CLASS 14 – AR-B102: Frequently Asked Questions
ON-LINE CLASS 15 – AR-B103: SWOT Analysis
ON-LINE CLASS 16 – AR-B104: Overview of Athletic Republic Programs

LEVEL 2 - Sports Performance Trainer Education & Certification 181
ON-LINE CLASS 17 – ES-TT201: Strength and Power Training Fundamentals
ON-LINE CLASS 18 – ES-TT202: Endurance Training Fundamentals
ON-LINE CLASS 19 – ES-TT203: Plyometric Physiology and Training Concepts
ON-LINE CLASS 20 – ES-TT204: Contrast Training
ON-LINE CLASS 21 – ES-TT205: Sensory Training Basics
ON-LINE CLASS 22 – ES-TT206: Core Strength and Stability Training Overview
ON-LINE CLASS 23 – ES-TT207: Standardized Testing
ON-LINE CLASS 24 – ES-TT208: AR Speed Training Fundamentals
ON-LINE CLASS 25 – ES-TT209: AR Cord Training
ON-LINE CLASS 26 – ES-TT210: Coaching Skills
ON-LINE CLASS 27 – ES-TT211: Protocol Management
ON-LINE CLASS 28 – ES-TT212: The AR Trainer's Role
ON-LINE CLASS 29 – ES-TT213: Gait Evaluation and Corrective Drills
ON-LINE CLASS 30 – ES-TT214: AR Enhanced Training Programs
ON-LINE CLASS 31 – ES-TT215: Ignition Training
ON-LINE CLASS 32 – ES-TT216: 3PQ - Force Plate Testing
ON-LINE CLASS 33 – ES-TT 217: Hockey Treadmill Training
ON-LINE CLASS 34 – AR-B201: BOS - Business Operating System

ON-LINE CLASS 35 – AR-B202: Harnessing the Power of Social Media
ON-LINE CLASS 38 – AR Baseline - 01 BUSINESS SETTINGS (ADMIN)
ON-LINE CLASS 39 – AR Baseline - 02 BUILD CLASSES (ADMIN)
ON-LINE CLASS 40 – AR Baseline - 03 MEMBERSHIP AND CREDIT PASSES (ADMIN)
ON-LINE CLASS 41 – AR Baseline - 04 OPEN BOOKING AND FIXED EVENTS BUILD (ADMIN)
ON-LINE CLASS 42 – AR Baseline - 05 EVENTS PAGE (ADMIN)
ON-LINE CLASS 43 – AR Baseline - 06 SETTING UP NEW STAFF MEMBERS (ADMIN)
ON-LINE CLASS 44 – AR Baseline - 07 CLIENT COMMUNICATION (ADMIN)
ON-LINE CLASS 45 – AR Baseline - 08 COUPONS (ADMIN)
ON-LINE CLASS 46 – AR Baseline - 09 RETAIL (ADMIN)
ON-LINE CLASS 47 – AR Baseline - 10 REPORTS (ADMIN)
ON-LINE CLASS 48 – AR Baseline - 101 STAFF SETUP (staff)
ON-LINE CLASS 49 – AR Baseline - 102 CONTACTS-CLIENTS (staff)
ON-LINE CLASS 50 – AR Baseline - 103 CLIENT PROFILE PAGE - STAFF VIEW (staff)
ON-LINE CLASS 51 – AR Baseline - 104 DAY TO DAY (staff)
ON-LINE CLASS 52 – AR Baseline - 105 Client Sign up and Purchase (staff)
ON-LINE CLASS 53 – AR Baseline - 106 - Client Profile Page (Client View)
ON-LINE CLASS 54 – Video Analysis 201 - Capturing and Recording Video in AR Vision
ON-LINE CLASS 55 – Video Analysis 202 - Organizing Video in AR Vision
ON-LINE CLASS 56 – Video Analysis 203 - Creating a Review

LEVEL 3 – TRAINER MANUAL 364
Introduction & Agenda
Training Center Assessment (SWOT) and Management
Business Planning and Key Performance Indicators
Customer Acquisition, Referral & Retention
Marketing & Social Media
Staff Recruiting, Education & Development
Business Operations
Protocol Adaptation
Athlete Assessment
General Training Guides
Sport-Specific Training Guides
Level 3 Research Reference Material

ADDITIONAL TRAINER DEVELOPMENT 76
Sprint Cord Walkthrough
AR Plyometrics Physiology
Contrast Training
Sprint Mechanics
Summer Speed Camps
Protocol Reorganization
AR Outside
Klean Athlete Partnership

Coaching Fundamentals
Running Mechanics
AR Protocol Adaptation
Athlete Assessment
Athlete Safety
In-Season Training
Protocol Selection and Advancement
Youth Camps
Top 5 Coaching Cues RTM/Plyo
Personal Training Best Practices

MANAGER CERTIFICATION 87

PHASE 1
Introduction- The AR advantage.
Overview of Athletic Republic Programs
Introduction to AR Technology
Managing a high performance training center
Turning actions into Insights: Strategic Planning for Growth
Creating Value (With help from a balance sheet)
Creating a road map for long term success
Introduction to CRM - Customer Relationship Management
Athletic Republic CRM Training
Marketing Portal
Introduction to AR Sales (Lead Generation & Management)
Sales Skills, Scripts & FAQ
Introduction to AR Marketing 1.0
Competitor Analysis
Brand Values
Marketing 365 & The Customer Journey
Introduction to Business Operations
Communications & Culture
Customer Service
Assessment of Current Operations

PHASE 2 53

Business Operations - Leading a Winning Team
Building a Business Plan
SWOT Analysis
Quarterly Priorities & Accountability
Building culture in your center

Building a best in class training center
Introducing Key Performance Indicators
Create a weekly marketing Plan

PHASE 3-

Go to Market (10 weeks to open - marketing plan)
Deliver and design Effective Training Programs
Master Scheduling for both efficiency and member experience
Build daytime programs to drive engagement and revenue
Incident Reports / Avoiding Risk
Advanced Selling – Target Net 10
Training Trial
Team Training Strategies
ACL Bridge and PT outreach
Advanced Marketing
Marketing 365 – rolling 3-month plan with priorities
Customer Acquisition Retention and Referral
Reputation Management

ADDITIONAL MANAGER DEVELOPMENT 76
Camps & Clinics
AR Holiday Promotions
Athlete Project
Membership Terms
AR Pricing Strategy
AR + Klean Athlete
Open Office Hour Recordings

TOTAL EDUCATION 1055

Business Operations Manual

SECTION:	**PAGES:**
BUSINESS ACCELERATION PROGRAM (BAP) MANUAL	95
PHASE 1 | PRE-LEASE	
PHASE 1B | LEASE NEGOTIATION	
PHASE 2 | POST-LEASE	
PHASE 3 | GO-TO-MARKET	
PHASE 4 – POST-OPEN (0-30 DAYS)	
PHASE 5 – POSTON (MONTH 1 – MONTH 6)	
EQUIPMENT MANUAL	82
SALES & MARKETING MANUAL	210

TOTAL BUSINESS OPERATIONS 493

TOTAL OPERATIONS MANUAL – 3,271 PAGES

EXHIBIT J

STATE EFFECTIVE DATES

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

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

STATE	**EFFECTIVE DATE**
California	PENDING
Florida	Effective
Hawaii	Not Registered
Illinois	PENDING
Indiana	PENDING
Kentucky	Exempt
Maryland	PENDING
Michigan	Effective
Minnesota	PENDING
Nebraska	Exempt
New York	PENDING
North Dakota	PENDING
Rhode Island	PENDING
South Dakota	PENDING
Texas	Exempt
Utah	Effective
Virginia	PENDING
Washington	PENDING
Wisconsin	PENDING

In all other states, the effective date of this Franchise Disclosure Document is the Issuance Date is March 4, 2026.

RECEIPT

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

If Athletic Republic, Inc. 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.

Those states identified in Exhibit A with "Effective Dates" may require us to provide you a copy of this disclosure document upon the earlier of (i) our first personal meeting, (ii) 14 calendar days before you sign a binding agreement with, or make a payment to us; or (iii) 10 business days before you sign a binding agreement with, or make a payment to us. Specifically, New York law requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise agreement, or other agreement, or the payment of any consideration that relates to the franchise relationship. In all such cases, we will provide you a copy of the disclosure document by or before the date mandated by the laws of the particular state.

If Athletic Republic, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchise seller is Athletic Republic Inc., located at 3126 Quarry Road, Suite F, Park City, Utah and telephone number is (435) 647-9000. A list of the names, principal business addresses, and telephone numbers of each franchise seller offering this franchise is as follows: Charlie Graves, 3126 Quarry Road, Suite F, Park City, Utah (435) 647-9000

_____ _____

_____ _____

Issuance Date: March 4, 2026

See Item 1 and Exhibit A for our registered agents authorized to receive service of process. I have received a disclosure document dated March 4, 2026, that includes the following Exhibits:

A. STATE SPECIFIC ADDENDUM
B. STATE FRANCHISE ADMINISTRATORS
C. FRANCHISE AGREEMENT
D. AREA DEVELOPMENT AGREEMENT
E. FINANCIAL STATEMENTS
F. LIST OF FRANCHISEES AND FORMER FRANCHISEES, AND LICENSEES AND FORMER LICENSEES
G. FRANCHISEE QUESTIONNAIRE
H. CONFIDENTIAL DISCLOSURE AGREEMENT AND RECEIPT
I. TABLES OF CONTENTS OF THE OPERATING MANUALS
J. STATE EFFECTIVE DATES

Dated:_____ PROSPECTIVE FRANCHISEE:_____

If a business entity: If an individual:

_____ _____

By:_____ _____(Print Name)

Its:_____

Please sign this copy of the receipt, date your signature, and return it to Athletic Republic Inc. 3126 Quarry Road, Suite F, Park City, Utah 84098. This disclosure document is also available in PDF format through e-mail.

Copy for Prospective Franchisee

RECEIPT

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

If Athletic Republic, Inc. 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.

Those states identified in Exhibit A with "Effective Dates" may require us to provide you a copy of this disclosure document upon the earlier of (i) our first personal meeting, (ii) 14 calendar days before you sign a binding agreement with, or make a payment to us; or (iii) 10 business days before you sign a binding agreement with, or make a payment to us. Specifically, New York law requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise agreement, or other agreement, or the payment of any consideration that relates to the franchise relationship. In all such cases, we will provide you a copy of the disclosure document by or before the date mandated by the laws of the particular state.

If Athletic Republic, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchise seller is Athletic Republic Inc., located at 3126 Quarry Road, Suite F, Park City, Utah and telephone number is (435) 647-9000. A list of the names, principal business addresses, and telephone numbers of each franchise seller offering this franchise is as follows: Charlie Graves, 3126 Quarry Road, Suite F, Park City, Utah (435) 647-9000

_____ _____

_____ _____

Issuance Date: March 4, 2026

See Item 1 and Exhibit A for our registered agents authorized to receive service of process. I have received a disclosure document dated March 4, 2026, that includes the following Exhibits:

A. STATE SPECIFIC ADDENDUM
B. STATE FRANCHISE ADMINISTRATORS
C. FRANCHISE AGREEMENT
D. AREA DEVELOPMENT AGREEMENT
E. FINANCIAL STATEMENTS
F. LIST OF FRANCHISEES AND FORMER FRANCHISEES, AND LICENSEES AND FORMER LICENSEES
G. FRANCHISEE QUESTIONNAIRE
H. CONFIDENTIAL DISCLOSURE AGREEMENT AND RECEIPT
I. TABLES OF CONTENTS OF THE OPERATING MANUALS
J. STATE EFFECTIVE DATES

Dated:_____ PROSPECTIVE FRANCHISEE:_____

If a business entity: If an individual:

_____ _____

By:_____ _____(Print Name)

Its:_____

Please sign this copy of the receipt, date your signature, and return it to Athletic Republic Inc. 3126 Quarry Road, Suite F, Park City, Utah 84098. This disclosure document is also available in PDF format through e-mail.

Copy for Athletic Republic, Inc.