FRANCHISE DISCLOSURE DOCUMENT



BFT Franchise SPV, LLC
a Delaware limited liability company
17877 Von Karman Ave., Suite 100
Irvine, California 92614
(949) 346-3000
salesinfo@xponential.com
www.bodyfittraining.com

The franchise is the right to develop, own and operate, as part of the BFT® system, a fitness studio that provides fitness and other specialized exercise classes using designated equipment. The total investment necessary to begin operation of a BFT studio is $691,372 to $1,151,135, which includes $215,077 to $297,095 that must be paid to franchisor or its affiliates.

The total initial investment necessary to establish your first BFT studio under a multi-unit agreement for three (3) outlets is $711,372 to $1,221,135. This includes $235,077 to $367,095 that must be paid to the franchisor or an affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the 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 payments 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 Brandon Ruiz at BFT Franchise SPV, LLC, 17877 Von Karman Ave., Suite 100, Irvine, California 92614, and at (949) 346-3000.

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 accountant.

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

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

ISSUANCE DATE: April 17, 2026, as amended August 7, 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 Exhibits I and J.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only BFT 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 a BFT franchisee?	Item 20 or Exhibits I and J 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 that 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 requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. 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 California than in your own states.

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

3. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

4. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

5. **Unopened Franchises**. The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

6. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

7. **Cross Defaults.** If you or any of your affiliates enter into more than one agreement with the franchisor or its affiliates — such as additional franchise agreements or multi-unit development agreements — a default under any one of those other agreements can also be considered a default under your Franchise Agreement. Your default on one agreement can terminate your rights on any and all other agreements that you have with the franchisor or its affiliates. Failure to meet your obligations under any one agreement may result in the termination of your franchise and loss of your investment.

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

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

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

(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 the Michigan Franchise Investment 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange 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 FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

Michigan Attorney General's Office
Consumer Protection Division
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
Telephone Number: 517-373-7117

*Note: Despite subparagraph (f) above, we intend to fully enforce the arbitration provisions of the franchise agreement. We believe that paragraph (f) is preempted by federal law and cannot preclude us from enforcing these arbitration provisions. We will seek to enforce this section as written.

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

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ITEM 1
THE FRANCHISOR, ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language, this disclosure document (this "Disclosure Document") uses "we," "us," "our," "Franchisor" or "BFT" to mean BFT Franchise SPV, LLC, the franchisor. "You" means the person, corporation, partnership or other entity that buys the franchise and those of your owners who personally assume and guarantee performance of your obligations under your agreements with us. Terms used but not defined in this Disclosure Document (including various capitalized terms) have the meanings given to them in the Franchise Agreement attached as Exhibit A to this Disclosure Document (the "Franchise Agreement").

Franchisor

We do business under the name BFT Franchise SPV, LLC, or in some cases, simply as "BFT." We do not do business under any other name. Our principal business address is 17877 Von Karman Ave., Suite 100, Irvine, CA 92614, and our business phone number is (949) 346-3000. We are a Delaware limited liability company formed on March 6, 2023.

Except as provided in this Item, we have not and do not offer franchises in any other line of business and we have not otherwise been involved in other substantive business activity.

Predecessors and Internal Reorganization

BFT® franchises were first offered in 2020 by Body Fit Training USA Inc. ("Body Fit Training USA") who continued offering franchises for the brand until October 2021. In October 2021, our affiliate, BFT Franchise Holdings, LLC (our "Predecessor") acquired from Body Fit Training USA all rights, title and interest in and to the BFT franchise system, trademarks, and other intellectual property. Body Fit Training USA's Australian-based affiliate has master franchise rights for the development of BFT-branded studios within Australia, Singapore and New Zealand. Predecessor has temporarily operated Studios in connection with the reacquisition of Studios from franchisees for purposes of resale to new franchisees.

From January 2022 through March 2023, franchises for BFT-branded studios ("Studios") were offered by Predecessor. To facilitate the possibility of future funding and financing opportunities (each a "Financing Opportunity") for our parent entities, in March 2023, we and our affiliates engaged in an internal reorganization (the "Reorganization"), pursuant to which we acquired from Predecessor, and currently own, the Marks (defined below) and other intellectual property related to the development and operation of Studios and the BFT System. We began selling franchises for Studios as of April 4, 2023. The Franchise Agreements, area development agreements, and certain other agreements related to Studios that were signed by Predecessor before the Reorganization were assigned to us as of December 31, 2023.

Parents

As part of the Reorganization, our direct parent, XPOF Assetco, LLC ("Assetco"), was created. As described in Item 21 of this Disclosure Document, Assetco guarantees our obligations as franchisor. Assetco's current direct parent is Xponential Fitness LLC ("Xponential"). Xponential, via an intermediate holding company, is controlled by Xponential Fitness, Inc. ("XFI"), which is a publicly traded company listed on the New York Stock Exchange under the symbol "XPOF." We anticipate that, if a Financing Opportunity occurs, it would be conducted by newly created indirect parents (immediately upstream of Assetco) and that our and Assetco's only involvement in the Financing Opportunity would be to guarantee the obligations of our newly created indirect parents who are involved in the transaction. We expect that guarantee would cause the leverage ratio of debt to "Adjusted EBITDA" of Xponential and its subsidiaries (including us) to increase in an amount not determinable unless and until the details of the Financing Opportunity are determined. "Adjusted EBITDA" means EBITDA (net income/loss before

interest, taxes, depreciation and amortization), adjusted for the impact of certain non-cash and other items that we do not consider in our evaluation of ongoing operating performance.

Affiliates

Currently, there are five brands within the portfolio of brands owned and franchised by subsidiaries of Xponential: BFT®, Club Pilates®, Pure Barre®, Stretch Lab®, and Yoga Six® (collectively, the "Xponential Brands").

Our affiliate, Club Pilates Franchise SPV, LLC ("CP SPV"), a Delaware limited liability company, has offered franchises for fitness studios that provide Pilates and other exercise classes under the CLUB PILATES® trademark ("Club Pilates Studios") since April 2023. Our affiliate, and predecessor to CP SPV, Club Pilates Franchise, LLC ("CP"), a Delaware limited liability company, previously offered franchises for Club Pilates Studios from March 2015 through March 2023. The franchise agreements, area development agreements, and certain other agreements related to Club Pilates Studios that were signed by CP before the Reorganization were assigned to CP SPV as of December 31, 2023. As of December 31, 2025, there were 1,179 franchised Club Pilates Studios in operation.

Our affiliate, PB Franchising SPV, LLC ("PB SPV"), a Delaware limited liability company, has offered franchises for fitness studios that provide indoor fitness classes/instruction through a combination of Pilates, weights and ballet, including using a ballet barre, under the PURE BARRE® trademark ("Pure Barre Studios") since April 2023. Our affiliate, and predecessor to PB SPV, PB Franchising, LLC ("PB"), a Delaware limited liability company, previously offered franchises for Pure Barre Studios from 2012 through March 2023. The franchise agreements, area development agreements, and certain other agreements related to Pure Barre Studios that were signed by PB before the Reorganization were assigned to PB SPV as of December 31, 2023. As of December 31, 2025, there were 617 franchised Pure Barre Studios in operation.

Our affiliate, Stretch Lab Franchise SPV, LLC ("SL SPV"), a Delaware limited liability company, has offered franchises for fitness studios that provide stretching classes in both private and group formats, related therapy activities and, if approved, a proprietary "flexologist" training programs under the STRETCH LAB® trademark ("Stretch Lab Studios") since April 2023. Our affiliate, and predecessor to SL SPV, Stretch Lab Franchise, LLC ("SL"), a Delaware limited liability company, previously offered franchises for Stretch Lab Studios from December 2017 through March 2023. The franchise agreements, area development agreements, and certain other agreements related to Stretch Lab Studios that were signed by SL before the Reorganization were assigned to SL SPV as of December 31, 2023. As of December 31, 2025, there were 486 franchised Stretch Lab Studios in operation.

Our affiliate, Yoga Six Franchise SPV, LLC ("YS SPV"), a Delaware limited liability company, has offered franchises for fitness studios that offer and provide indoor yoga classes/instruction and other related exercise classes under the YOGA SIX® trademark ("Yoga Six Studios") since April 2023. Our affiliate, and predecessor to YS SPV, Yoga Six Franchise, LLC ("YS"), a Delaware limited liability company, previously offered franchises for Yoga Six Studios from September 2018 through March 2023. The franchise agreements, area development agreements, and certain other agreements related to Yoga Six Studios that were signed by YS before the Reorganization were assigned to YS SPV as of December 31, 2023. As of December 31, 2025, there were 191 franchised Yoga Six Studios in operation.

Since 2018, our affiliate, Xponential Fitness Brands International, LLC ("XFB International"), a Delaware limited liability company, has offered master franchises and unit franchises outside the United States for Studios and for fitness studios developed and operated under the various other Xponential Brands. Since 2023, Assetco has offered franchises in Canada for fitness studios developed and operated under the various Xponential Brands. Neither Assetco nor XFB International have ever owned or operated a Studio or offered franchises for Studios in the United States.

Our affiliate, Xponential Gift Cards, LLC ("XGC"), a California limited liability company, manages the branded gift card programs for various Xponential Brands. XGC has never owned or operated a Studio or offered franchises for Studios.

All of the entities referenced in this Item 1 share our principal business address. Neither we nor any other entity described in this Item 1 has owned or operated a Studio or offered franchises in this or any other line of business except as specifically described in this Item 1. We have no other predecessors, parents or affiliates that are required to be disclosed in this Item 1.

For purposes of this Disclosure Document, CP SPV, PB SPV, SL SPV, and YS SPV are together referred to as the "Affiliate SPV Franchisors," and Predecessor, CP, PB, SL, and YS are together referred to as the "Affiliate Prior Franchisors." Our affiliates, AKT Franchise, LLC, CycleBar Franchising, LLC ("CB"), Row House, LLC, Rumble Franchise, LLC ("RF"), Lindora Franchise, LLC ("Lindora Franchisor") and Stride Franchise, LLC are collectively referred to as the "Former Portfolio Brand Franchisors", and AKT Franchise SPV, LLC, CycleBar Franchising SPV, LLC ("CB SPV"), Row House Franchise SPV, LLC, Rumble Franchise SPV, LLC ("RF SPV"), and Stride Franchise SPV, LLC are collectively referred to as the "Former Portfolio Brand SPV Franchisors."

Agent for Service of Process

Our agents for service of process are disclosed in Exhibit B.

The Franchise We Offer

We offer for sale a franchise to operate a Studio at a specific location (each a "Franchise") pursuant to the terms of our form of franchise agreement attached to this Disclosure Document as Exhibit A (the "Franchise Agreement"). We expect that all Studios will typically operate from a commercial space located within a retail shopping center. We may, however, consider alternative sites, on a case-by-case basis, at a franchisee's request.

If you are granted a Franchise, you must operate your Studio at a location that we approve (the "Authorized Location"). You must sign the Franchise Agreement to be granted a Franchise for your Studio. If you are a legal entity, such as a limited liability company, partnership, or corporation, each person who directly or indirectly owns a 10% or greater ownership in you (each, a "Guarantor") must sign and deliver to us our then-current form of Guarantee, Indemnification, and Acknowledgment (a "Guarantee"), and one of your Guarantors must be designated as an Operating Principal, who has the authority to communicate with us and otherwise act on your behalf in all matters relating to your Studio.

Each Studio offers fitness and other exercise programs through live instructional group and individual classes, including, but not limited to, strength and endurance training, high-intensity intermittent training exercises, high-intensity resistance training, hypertrophy-style training, and any other services that we authorize (collectively, the "Approved Services"). Studios are established and operated under a comprehensive design that includes a spacious interior, a significant number of exercise equipment/apparatuses, specifications, and procedures for operations; quality customer service; management and financial control; training and assistance; and advertising and promotional programs (which we call our "System"). The System's standards, specifications and procedures (collectively, the "System Standards") are described in our confidential learning management system, which includes electronic versions of manuals and written policies and procedures related to the development and operation of Studios (as we may collectively refer to as, the "Learning Management System"). The System and the Learning Management System, and their various components, may be modified, discontinued, and further developed in our discretion.

Your Studio must engage at least one (1) individual that is capable of and authorized to provide fitness instruction and other Approved Services at all times (an "Authorized Instructor"). To be an Authorized Instructor,

the individual must attend and complete our Pre-Opening Instructor Training and the proprietary "fundamentals" training program (the "Fundamentals Training Program") designed to provide individuals with guidelines and information on how to provide the Approved Services in accordance with our current System Standards.

Development Rights

We also offer qualified individuals and entities the right to acquire multiple Franchises (the "Development Rights") within a designated geographical area (the "Development Area") under our current form of multi-unit agreement, which is attached to this Disclosure Document as Exhibit K (the "Multi-Unit Agreement"). The Multi-Unit Agreement will provide a designated schedule in which you (or your affiliates) must acquire Franchises and open and operate the designated number of Studios (a "Development Schedule").

Under the Multi-Unit Agreement, the minimum number of Franchises you may commit to acquiring is three. For each Franchise you acquire pursuant to the Multi-Unit Agreement, you (or your affiliate) will sign our then-current form of Franchise Agreement. When you sign the Multi-Unit Agreement, you will also sign your 1st Franchise Agreement in the form attached to this Disclosure Document as Exhibit A. Upon establishing each additional outlet under the Multi-Unit Agreement, franchisee/developer will be required to sign a then-current Franchise Agreement, which may differ from the current Franchise Agreement included with this Disclosure Document.

You will be required to pay us a one-time development fee that will be calculated based on the number of Studios you commit to develop under the Multi-Unit Agreement (the "Development Fee").

Market and Competition

The market for fitness services and studios is crowded. You will face competition for members from other fitness studios, gyms, personal trainers, CrossFit training studios, fitness/exercise centers and studios, health clubs, and even other System franchisees. While traditionally not seasonal, Studios may see some fluctuations in membership sales after the first of the calendar year and during the summer months.

Laws, Rules, and Regulations

Some states require that health/fitness facilities have a staff person available during all hours of operation that is certified in basic cardiopulmonary resuscitation or other specialized medical training. Some state or local laws may also require that health/fitness facilities have an automated external defibrillator and/or other first aid equipment on the premises. Certain states and local governments have passed laws relating specifically to health and fitness facilities, including laws requiring bonds if a health and fitness facility sells memberships valid for more than a specified time period, requiring facility owners to deposit into escrow certain amounts collected from members before the facility opens (so-called "presale" memberships) and imposing other restrictions on memberships that health and fitness facilities sell. At a minimum, your Studio will be subject to various federal, state and local laws, and regulations affecting the business, including laws relating to membership agreements, zoning, access for the disabled, and safety and fire standards. You may need the local fire marshals or other local, state or federal agency's permission before you begin operations. In addition, there may be local licensing and employment regulations, including worker's compensation insurance requirements.

You must acquire and maintain certain licenses, permits, and authorizations to operate your Studio under the applicable laws of where your Studio is located. Among other things, you will need to ensure that all music played by you or your Authorized Instructors at your Studio is properly licensed for use in connection with the provision of the Approved Service, or if permitted by us, any other purpose.

ITEM 2
BUSINESS EXPERIENCE

Michael Nuzzo: Chief Executive Officer

Since August 2025, Michael Nuzzo has been our Chief Executive Officer and the Chief Executive Officer of XFI, Assetco, each of the Affiliate SPV Franchisors, each of the Affiliate Prior Franchisors, each of the Former Portfolio Brand Franchisors, each of the Former Portfolio Brand SPV Franchisors, and XFB International. Previously, Mr. Nuzzo served as the Chief Executive Officer of Eyemart Express in Dallas Texas from October 2022 to July 2025 and the Executive Vice President, Chief Operating Officer and President of Petco Services at Petco Health & Wellness Company, Inc. in San Diego, California from July 2019 to August 2022. Mr. Nuzzo was in between positions in September 2022. Mr. Nuzzo is based in Irvine, California.

Brandon Ruiz: Senior Vice President, Brand

Since December 2025, Mr. Ruiz has served as our Senior Vice President, Brand. Previously, Mr. Ruiz served as the Senior Director, Strategy and Operations (from April 2025 to October 2025), the Senior Director, Pet Services (from August 2022 to April 2025) and the Director, Pet Services (from July 2020 to August 2022). Mr. Ruiz was in between positions in November 2025. Mr. Ruiz is based in Irvine, California.

Robert Julian: Interim Chief Financial Officer

Since March 2026, Mr. Julian has been our Interim Chief Financial Officer and the Interim Chief Financial Officer of XFI, Xponential, each of the Affiliate US Franchisors, each of the Affiliate Prior Franchisors, each of the Former Portfolio Brand Franchisors, each of the Former Portfolio Brand SPV Franchisors, and XFB International. Previously, Mr. Julian served as the Chief Financial Officer (from February 2023 through January 2024), the Chief Financial Officer and the interim Co-Chief Executive Officer (from June 2022 to February 2023); and the Chief Financial Officer (from October 2021 to June 2022) of The Real Real in San Francisco, California. From March 2019 to October 2021, Mr. Julian served as the Executive Vice President and Chief Financial Officer of the Sportsman's Warehouse Holdings, Inc. in West Jordan, Utah. Since August 2022, he has also served as a director of Shoals Technologies Group, Inc. of Portland, Tennessee, and since November 2024 he has served as a director of PROG Holdings Inc. in Draper, Utah. Mr. Julian is based in Irvine, California.

Gavin O'Connor: Chief Legal Counsel, Chief Administrative Officer, and Secretary

Since November 2025, Mr. O'Connor has served as our Chief Legal Counsel and Chief Administrative Officer He was appointed as Secretary in February 2026 and also serves as Chief Legal Counsel and Administrative Officer of Assetco, and each of the Affiliate SPV Franchisors, Former Portfolio Brand SPV Franchisors, Affiliate Prior Franchisors, and Former Portfolio Brand Franchisors. Previously, Mr. O'Connor served as the Chief Administrative Officer, General Counsel and Corporate Secretary of European Wax Center, Inc. in Plano, TX from January 2020 to October 2025. Mr. O'Connor is based in Irvine, California.

Eric Simon: Chief Development Officer

Since February 2025, Mr. Simon has served as our Chief Development Officer and the Chief Development Officer for each of the Affiliate SPV Franchisors. Since January 2025, Mr. Simon has also served as the Chief Development Officer of Xponential. Previously, Mr. Simon served as the SVP, Franchise Sales & Development (from December 2023 to January 2025) and the VP Franchise Sales & Development (from November 2016 to December 2023) for The Joint Corp. in Scottsdale, Arizona. Mr. Simon is based in Scottsdale, Arizona.

Erik Quade: Chief Information Officer

Since April 2026, Mr. Quade has served as our Chief Information Officer and the Chief Information Officer for each of the Affiliate SPV Franchisors. Since April 2026, Mr. Quade has also served as the Chief Information Officer of Xponential. Previously, Mr. Quade served as the Chief Information Officer for Tilly's, Inc. in Irvine, California (from February 2020 to February 2026).

Steph So: Chief Marketing Officer

Since May 2026, Ms. So has been the Chief Marketing Officer of each of the Affiliate SPV Franchisors. Previously, Ms. So served as the Chief Growth Officer (from January 2025 through March 2026) and the Head of Digital Experience (from December 2019 through January 2025) of Shake Shack in New York, NY. Ms. So is based in Irvine, CA.

Danielle Porto Parra: President

Since May 2026, Ms. Parra has been the President of XFI, Xponential, Assetco, and each of the Affiliate SPV Franchisors. Previously, Ms. Parra served as the Chief Brand Officer (from January 2025 through March 2026); the Senior Vice President (from September 2021 through December 2024); and the Vice President (from December 2020 through September 2021) of GoTo Foods in Atlanta, GA. Ms. Parra is based in Irvine, CA.

ITEM 3
LITIGATION

Pending Actions Involving Parent, Predecessor or Affiliate

Dance Fitness Michigan LLC, et al. v. AKT Franchise, LLC, et al., filed August 30, 2023 (as amended on March 28, 2025), Superior Court of the State of California, County of Orange, Case No. 30-2023-01345433-CU-AT-CXC (the "AKT Lawsuit"). This action was filed by certain former AKT franchisees and their purported owners after AKT initiated an arbitration against and sought damages from certain of them for breaches of their franchise agreements. In addition to the relief described below, the plaintiffs seek declaratory and injunctive relief to allow them to litigate their claims in this action rather than in the original arbitration proceedings initiated by AKT. In this action, one or more of the following parties: Dance Fitness Michigan LLC, Property Maintenance, Inc., 6pk Mason LLC, 6pk Liberty LLC, Teeny Turner LLC, S2 Fitness Enterprises, LLC, Soros & Associates, LLC, AdEdge Services Inc., Deanna Alfredo, Amanda Davis, Nisha Moeller, Samantha Cox, Suzanne Fischer, Nichole Soros, Michael Soros, Paul Dumas, Jodi Dumas and Laura Hannan (collectively, the "AKT Plaintiffs") allege that one or more of the following parties: AKT Franchise, LLC, AKT Franchise SPV, LLC, Assetco, Xponential, XFI, Xponential Intermediate Holdings LLC, H&W Investco LP, H&W Investco II LP, LAG Fit, Inc., MGAG LLC, Anthony Geisler, Mark Grabowski, Melissa Chordock, Elizabeth "Liz" Batterton Cooper, Alexander Cordova, Lance Freeman, Ryan Junk, Megan Moen, John Meloun, Sarah Luna, Tori Johnston, Justin LaCava, Bobby Tetsch, Brandon Wiles, Jason Losco, Brittney Holobinko, Amy Wehrkamp, Scott Svilich, Sarah Nolan, Emily Brown, Rachel Markovic, and Brenda Morris (collectively, the "AKT Defendants") allegedly: (a) violated pre-sale disclosure obligations under the California Franchise Investment Law, the Michigan Franchise Investment Law and the Florida Franchise Act by failing to provide a compliant Franchise Disclosure Document and failing to disclose certain information they contend was required to be disclosed by, and making certain statements they contend were incorrect and prohibited under, those laws some of which they contend were erroneous (the "Pre-Sale Disclosure Claims"); (b) fraudulently induced them to purchase franchises; (c) breached the implied covenant of good faith and fair dealing (the "Covenant Claim"); (d) breached a purported agreement to provide certain financing; and (e) engaged in unfair and deceptive trade practices. The AKT Plaintiffs seek rescission of various franchise agreements, actual and special damages, attorney's fees, costs and interest. The parties reached a partial settlement

agreement in principle under which the AKT Defendants would pay Laura Hannan and Amanda Davis $242,000 and $100,000. This matter is at the pleadings stage.

Enlightened Armadillo, Inc., et al. v. Yoga Six Franchise, LLC, et al., filed November 22, 2023, Superior Court of the State of California, County of Orange, Case No. 30-2023-01367265-CU-AT-CXC (the "EA Lawsuit"). This is an action filed by the same attorney who represents the AKT Plaintiffs in the AKT Lawsuit. The plaintiffs are two Yoga Six franchisees (Enlightened Armadillo, Inc. and Snug Holding Company LLC) and their purported owners (Mark Hrubant, Ella Hrubant, and Melinda Sung) (collectively, the "Y6 Plaintiffs") who assert essentially the same Pre-Sale Disclosure Claims (with respect only to the California Franchise Investment Law) and Covenant Claim (as to the Yoga Six entities only) against YS SPV, YS, Assetco, Xponential, XFI, Xponential Intermediate Holdings LLC, H&W Franchise Intermediate Holdings LLC, Lag Fit Inc., H&W Investco LP, H&W Investco II LP, MGAG LLC, Anthony Geisler, Mark Grabowski, Lindsay Junk, Nate Chang, Jason Losco, Lance Freeman, Ryan Junk, Megan Moen, John Meloun, Sarah Luna, Brenda Morris, and Justin LaCava (collectively, the "Y6 Defendants"). The Y6 Plaintiffs seek declaratory and injunctive relief regarding the enforceability of the mandatory arbitration provisions in the franchise agreements, rescission of their franchise agreements, actual and special damages, attorney's fees, costs and interest. Trial is scheduled for October 2026.

Nickle Acquisition LLC v. Xponential Fitness, Inc. et al., filed February 3, 2025, Superior Court of the State of California, County of Orange, Case No. 30-2025-01459041-CU-AT-CXC (the "Nickle Acquisition Lawsuit"). This is an action filed by the same attorney who represents the AKT Plaintiffs and the Y6 Plaintiffs in the AKT Lawsuit and the EA Lawsuit, respectively. The plaintiffs, Nickle Acquisition LLC ("Nickle Acquisition"), a former franchisee of the BFT and CycleBar franchise brands, and its purported owners, Michael D. Nickle and Jana Nickle ("Nickles" together with Nickle Acquisition, "Nickle Plaintiffs"), allege that one or more of XFI, CB, CB SPV, BFT, BFT SPV, Xponential, Xponential Intermediate Holdings LLC, Assetco, H&W Franchise Intermediate Holdings LLC, LAG FIT, Inc., H&W Investco LP, H&W Investco II LP, MGAG LLC, Anthony Geisler, Mark Grabowski, Trevor Lucas, Lou DeFrancisco, Ryan Junk, Sarah Luna, Lance Freeman, Kristie Iavasile, and Navitas Credit Corp. (collectively, the "Nickle Defendants") allegedly: (a) violated the California Franchise Investment Law for purportedly (i) failing to disclose directors, principal officers, and individuals with management responsibility and litigation and material terms of settlements in Franchise Disclosure Documents; (ii) willfully making untrue statements regarding franchisee's estimated initial investment and time to open studios in the in Franchise Disclosure Documents; and (iii) failing to timely disclose the Franchise Disclosure Documents; (b) willfully made untrue financial performance representations and other representations and failed to disclose financial performance representations in Franchise Disclosure Documents; (c) breached the franchise agreements and covenant of good faith and fair dealing by allegedly undercutting membership sales; (d) made fraudulent omissions by allegedly failing to disclose kickbacks, financial relationships, lack of standard due diligence, and material facts regarding the Xponential franchise system; and (e) committed fraudulent inducement by allegedly making misrepresentations regarding the Castle Pines CycleBar studio performance. Nickle Plaintiffs seek declaratory judgment that the franchise agreements, including the arbitration provisions, are void and unenforceable, and rescission of the franchise agreements, actual and special damages, attorney's fees, costs, and interest. This matter settled with the Nickle Defendants agreeing to pay $200,000 to the plaintiffs.

Alex Zaltsman, Fitwell License Holdings, LLC, XPO Fitness Operator, LLC, RH Ventures II, LLC, and PB Ventures I, LLC v. Xponential Fitness LLC, Row House Franchise, LLC, and PB Franchising, LLC, *American Arbitration Association*, Case No. 01-25-0001-1348. On February 26, 2025, Fitwell License Holdings, LLC, XPO Fitness Operator, LLC, RH Ventures II, LLC, and PB Ventures I, LLC, current and former Row House and Pure Barre multi-unit franchisees, and their purported owner, Alex Zaltsman (collectively, "Zaltsman Claimants"), assert that Xponential, Row House Franchise, LLC, and PB (collectively, the "Zaltsman Defendants") violated the Connecticut Unfair Trade Practices Act, New Jersey Consumer Fraud Act, New Jersey Franchise Practice Act, and New York Franchise Act and committed common law fraud in the inducement by providing false or misleading financial performance representations in Item 19 of their Franchise Disclosure Documents, by unlawfully terminating an area development agreement and franchise agreement, and by making material misrepresentations

and omissions of material facts in connection with Zaltsman Claimants' acquisition, development and operation of their Row House and Pure Barre studios. Zaltsman Claimants seek to recover alleged actual, treble and punitive damages and, alternatively, seek rescission of their franchise agreements. The Zaltsman Defendants, except Xponential, filed an Answering Statement; an arbitrator has been selected and the evidentiary hearing is set for 2026.

Rumble Marina Co. and Jason Mighdoll v. Rumble Fitness, LLC, Rumble 1001, LLC, and Xponential Fitness, Inc., Superior Court of the State of California, San Francisco County, Case No. CGC25627419. On July 18, 2025, Rumble Marina Co. and its purported President, Jason Mighdoll (collectively, the "Mighdoll Plaintiffs"), filed a lawsuit against Rumble Fitness, LLC, Rumble 1001, LLC, and XFI (collectively, the "Rumble Defendants"), alleging that, in connection with the transfer and sale of a Rumble Boxing studio in San Francisco, California, the Rumble Defendants breached the contract and the implied covenant of good faith and fair dealing, made false promises, and conducted themselves in an unlawful, unfair, and fraudulent manner under the California Business and Professions Code in connection with a purported oral agreement between the parties. Mighdoll Plaintiffs seek damages and accounting, disgorgement, and restitution of all monies, assets, and benefits allegedly wrongfully obtained by Rumble Defendants. This action is in the pleadings stage.

JSP Group LLC; Spencer O. Pettit; Jesse T. Pettit v P.B. Franchising SPV LLC, filed July 31, 2024, American Arbitration Association, Case No. 01-24-0007-0509. In September 2024, a demand for arbitration was initiated by a franchisee and its owners, for a monetary claim of $299,999 due to alleged fraud, breach of contract, and violation of state unfair trade practice statutes. Pure Barre brought a counterclaim against Claimants and Xponential was removed from the complaint by joint stipulation. The arbitration hearing is scheduled for February 2027.

XPOF Assetco, LLC, et al ats Waughland Investment Corp. et al, Notice of Arbitration delivered September 11, 2025. On September 11, 2025, a Stretch Lab franchisee and area developer in Toronto, Ontario, delivered a Notice of Arbitration (as amended April 2, 2026) asserting claims against XPOF Assetco, LLC, Stretch Lab Franchise, LLC, XPOF Issuer, LLC, Xponential Fitness, Inc., Megan Moen, Verdine Baker, Sarah Luna, and John Meloun, seeking the rescission of various franchise agreements and area development agreements entered into between the parties pursuant to section 6(2) of the Arthur Wishart Act (Franchise Disclosure), 2000 and statutory damages totaling CAD $3,000,000, plus interest and costs. The franchisor intends to dispute and vigorously defend the franchisee's claim as well as to assert a counterclaim arising from the abandonment of the franchises and unlawful competition from the franchise locations following their rebranding.

Shannon McGill et al. v. Xponential Fitness LLC, et al., filed November 22, 2023, United States District Court for the Southern District of Ohio, Case No. 2:23-cv-03909. Former employees of Mitch Brown and/or his legal entity, MD Pro Fitness, LLC (the "Brown Defendants"), filed the above captioned putative class action complaint against Xponential; Assetco; AKT Franchise, LLC; AKT Franchise SPV, LLC; CB; CB SPV; PB; PB SPV; Row House, LLC; Row House SPV, LLC; Stride Franchise, LLC; Stride Franchise SPV, LLC; YS; and YS SPV (the "Xpo Defendants"), as well as against the Brown Defendants. The Brown Defendants were a former franchisee of PB SPV; Row House SPV, LLC; Stride Franchise SPV, LLC; and YS SPV. The complaint alleges violations of the Fair Labor Standards Act, as well as employment laws from different states in connection with the former franchisee's owner-operated studio locations. The parties agreed to settle the matter in an agreement under which the Xpo Defendants would pay $2,150,000 to the plaintiffs.

Body Fit Training Company Pty Ltd, as Trustee for the Body Fit Training Unit Trust v. Xponential Fitness Brands International, LLC, BFT Franchise Holdings, LLC, and Xponential Fitness Inc., JAMS Arbitration Case No. 5220013723, filed April 29, 2026. This matter involves a contract dispute with an Australian party that has a master franchise for international sales of the BFT brand. Body Fit Training claimed that the company did not adequately promote the BFT brand and did not stop a franchisee from closing a BFT studio as to which Body Fit

Training was the guarantor of the lease. The demand for arbitration seeks unspecified damages in excess of $1 million. The case is pending.

Extraordinary Brands, LLC, EB Cyclebar Franchising, LLC, EB Rumble Franchising, LLC, Paul Flick, and AE Capital, LLC v. Cyclebar Holdco, LLC, Cyclebar Franchising SPV, LLC, Cyclebar Franchising, LLC, Cyclebar Canada Franchising, ULC, XPOF Assetco, LLC, Rumble Franchise, LLC, Rumble Franchise SPV, LLC, and Xponential Fitness Brands International, LLC, Civil Action No 1:26-CV-00589, filed May 21, 2026, U.S. Dist. Court for Dist. of Delaware. This matter involves a dispute related to the plaintiffs' purchase of the "Cyclebar" and "Rumble" franchise systems in July 2025. The plaintiffs alleged that they overpaid for the acquisition and alleged that the defendants engaged in breach of contract, breach of the implied covenant of good faith and fair dealing in connection with the purchase agreement, as well as misrepresentation, fraud, and making false promises in connection with the plaintiffs' acquisition. The plaintiffs seek damages and a judicial determination that certain clauses in the asset purchase agreement should no longer apply, and that the indemnification clauses under the parties' asset purchase agreement should be revised so that the plaintiffs are not required to indemnify the sellers and rather, that the defendants must indemnify the plaintiffs for certain claims. The case is pending.

The Huntington National Bank v. MNT Group LLC, Kevin Oh, and Jasmine Kim v. Xponential Fitness, Inc., Xponential Fitness, LLC, and XPOF Assetco, LLC, filed June 18, 2026, Superior Court of New Jersey, Law Division, Bergen County, Docket No. BER-L-001910-26. This action was initially filed by The Huntington National Bank against MNT Group LLC, Kevin Oh, and Jasmine Kim alleging default under the loan used to finance Kevin Oh and Jasmine Kim's acquisition of a Rumble-branded franchise studio as co-owners of MNT Group LLC. At the time the alleged loan was made, the Rumble brand was part of the Xponential Brands and was owned by one of our affiliates. Since then, our affiliate has sold the assets related to the Rumble franchise system to an unrelated third-party. In response to the bank's complaint, Kevin Oh and Jasmine Kim asserted counterclaims against the bank and filed a third-party complaint against XFI, Xponential, and Assetco. Kevin Oh and Jasmine Kim allege, among other things, that (i) Huntington was a preferred lender for Rumble franchisees; (ii) XFI, Xponential, and Assetco knowingly made misrepresentations to Kevin Oh and Jasmine Kim regarding the development cost and performance of the Rumble studios; and (iii) the bank knowingly assisted XFI, Xponential, and Assetco in their alleged fraud against Kevin Oh and Jasmine Kim. Based on those allegations, Kevin Oh and Jasmine Kim contend that the bank wrongfully placed them in default under their loan obligations and assert claims against the bank, XFI, Xponential, and Assetco for breach of contract, fraud, and violations of the New Jersey Consumer Fraud Act. Kevin Oh and Jasmine Kim seek damages in an unspecified amount, statutory awards, and attorneys' fees and costs.

2HCYGH Inc., et al. v. Xponential Fitness, Inc., et al., filed July 21, 2026, Superior Court of the State of California, County of Orange, Case No. 30-2026-01587795-CU-AT-CXC. The plaintiffs, former Rumble franchisees and Lindora franchisees and their owners, filed this action against XFI, RF SPV, RF, Xponential, Xponential Intermediate Holdings LLC, Assetco, Lag Fit, Inc., H&W Investco LP, H&W Investco II LP, MGAG LLC, Anthony Geisler, Mark Grabowski, Shaun Grove, Ryan Junk, Lance Freeman, Vince Pacleb, Sarah Luna, Megan Moen, John Meloun, Mike Gray, Mark King, Anthony Badalian, Timothy Weiderhoft, John Kawaja, Kevin Beygi, Trevor Kosareff, Lou DeFrancisco, Navitas Credit Corp., JG Franchise Consulting, LLC, Liberty Franchise Lending, LLC, Jonathan Speranza, EB Rumble Franchising, LLC, Extraordinary Brands, LLC, Andy Stern, Lindora Franchisor, Next Health Management Group, Inc., and ClubReady, LLC. At the time the franchise agreements at issue were executed, the Rumble and Lindora brands were part of the Xponential portfolio and were owned by our affiliates. Since then, our affiliates have sold the assets of the Rumble and Lindora franchise systems to unrelated third parties.

The plaintiffs allege, among other things, that one or more defendants: (a) violated the California Franchise Investment Law by, among other things, making material misrepresentations and omissions in the Rumble Franchise Disclosure Documents concerning rebates and other consideration allegedly received from designated or required suppliers, litigation, estimated initial investment, opening timelines, franchise seller disclosures, required

supplier arrangements, and other required disclosures; (b) made untrue and impermissible financial performance representations in connection with the sale of franchises; (c) breached the franchise agreements and the implied covenant of good faith and fair dealing by, among other things, implementing programs and business practices that allegedly competed with and undermined franchisees' businesses and misusing the brand development fund; (d) committed fraud, fraudulent concealment, negligent misrepresentation, and related torts by allegedly concealing material information concerning the franchise system, vendor relationships, financing arrangements, and the operation of the franchise system; (e) violated California's Unfair Competition Law based on the foregoing alleged violations; (f) engaged in a voidable transfer under California Civil Code by allegedly transferring the Rumble franchise assets to Extraordinary Brands, LLC with the intent to hinder, delay, or defraud creditors; and (g) violated the Florida Franchise Act and the Florida Deceptive and Unfair Trade Practices Act in connection with the sale and operation of certain franchises. The plaintiffs seek declarations that the franchise agreements and area development agreement are void and unenforceable, rescission of the franchise agreements and area development agreement, damages, attorneys' fees and costs, avoidance of the alleged fraudulent transfer, injunctive and other equitable relief, and such other relief as the court deems appropriate.

Concluded Litigation

Stretch Lab Franchise, LLC, et al. vs. Stretch Lab, LLC, et. al. (Case No.: 2:18-cv-07816). In October 2018, Predecessor filed a complaint (the "Complaint") against the Initial Operator and its principals (the "Defendants") in the United States District Court for the Central District of California (the "Court") for breach of contract, breach of implied covenant of good faith and fair dealing, trademark infringement and unfair competition arising out of Defendants' failure to comply with certain of their post-closing obligations under an asset purchase agreement the parties entered into on November 15, 2017 (the "APA"), wherein Predecessor sought (i) compensatory damages in an amount to be determined at trial, (ii) reimbursement of costs incurred in connection with the action, (iii) injunctive relief enjoining Defendants' use of the Marks absent Defendants' signing the agreed-upon form of franchise agreement(s) prescribed in the APA to govern the Existing Studios; and (iv) declaratory relief that Predecessor validly terminated consulting agreements with certain of the individual Defendants due to Defendants' respective breaches and failure to cure. Predecessor filed a motion for preliminary injunction with the Court requesting immediate injunctive relief (the "Motion"). Defendants did not comply with the APA and instead filed counterclaims against Predecessor for breach of contract and fraudulent inducement with respect to the APA, conversion and purported violations of the California Franchise Investment Law and state franchise relationship laws. Predecessor undertook to vigorously pursue its claims and defend against any counterclaims, and was eventually able to negotiate an amicable resolution with Defendants where the Defendants assigned over all of their rights, title and interest in and to (a) all assets and rights associated with the existing and active business operations of the 4 Studios that were established, opened and being actively operated by Defendants, and (b) our company or any of our affiliates, for consideration totaling $6.5 million pursuant to the terms of an otherwise confidential asset purchase agreement the parties executed. The proceeding was thereafter dismissed with prejudice by the Court upon the mutual request of the parties.

4LMVMT, LLC, et al. v. Yoga Six Franchise, LLC, et al., filed January 24, 2025, American Arbitration Association, Irvine, California), Case No. 01-25-0000-3620 (the "4LMVMT Arbitration"). On January 28, 2025, an arbitration was initiated by a Yoga Six franchisee and its purported owners, Ana Llewellyn, Nicholas Llewellyn, and Nicholas Llewellyn II against YS, Xponential, Lindsay Junk, and Sarah Luna. On February 18, 2025, the Yoga Six franchisee, Ana Llewellyn and Nicholas Llewellyn (collectively, the "Claimants") filed an Amended Demand for Arbitration against YS and Xponential (collectively, the "Respondents"), seeking damages for claims arising out of and related to four of Claimant's franchise agreements. Claimants purchased four resale Studios located in Oklahoma and Minnesota between May 2022 and April 2023, after communicating with certain Respondents about the opportunity. Claimants assert that three out of the four Studios had to close, alleging that one or more of Respondents: (a) fraudulently induced Claimant to enter each of the four franchise agreements; (b) breached a purported agreement to provide certain financing and support; (c) breached the fiduciary duty owed to Claimants; (d) acted negligently and/or grossly negligent during the franchise relationship; and (e) violated the Oklahoma

Business Opportunity Sales Act (71 O.S. § 807 & § 808) and Minnesota securities laws. Claimants sought damages for the Studio closures, termination of all franchise agreements and future liabilities, and related expenses. The parties reached a settlement agreement on Nov. 10, 2025 under which Yoga Six Franchise, LLC paid $304,000 to the landlord of the plaintiff's Studio in Maple Grove, Minn. to terminate the plaintiff's lease and to release the landlord's claims against the plaintiffs relating to that lease. All of the parties signed the settlement agreement, and released and dismissed all of the claims asserted against the other parties. Following this settlement, this arbitration was dismissed with prejudice.

Pending Securities Litigation

XFI and certain of its current and former officers, directors, shareholders, and securities underwriters have been named in five securities-related lawsuits that are pending as of the date of this Disclosure Document. Two of those lawsuits (namely, Taylor General Lawsuit and the WBP Pension Fund Lawsuit, each as defined below) were consolidated on October 3, 2024, with the Taylor General Lawsuit as the lead lawsuit. In the consolidated complaint filed in the Taylor General Lawsuit on July 26, 2024, the plaintiffs, who purport to be shareholders of XFI, allege that certain defendants made certain omissions and misstatements of material facts in certain of XFI's publicly disclosed and filed documents between July 23, 2021 and May 10, 2024 ("Class Period") and violated certain provisions of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder and the Securities Act of 1933 (the "SEC Claims"), and seek (i) to represent themselves and other shareholders of XFI who held shares during the designated Class Period in a putative class action, and (ii) damages. Defendants filed a motion to dismiss the consolidated complaint on October 8, 2024. On December 6, 2024, the plaintiffs filed an opposition to defendants' motion to dismiss and sought leave to file a proposed supplemental consolidated complaint. On February 18, 2025, the Court granted the plaintiffs' motion to supplement, denying defendants' pending motion to dismiss as moot. On February 28, 2025, plaintiffs filed the supplemented complaint. On April 15, 2025, the defendants filed their motion to dismiss the supplemented complaint. Instead of opposing the defendants' motion to dismiss, on May 6, 2025, the plaintiffs filed an amended consolidated complaint which, among other things, added three new entity defendants to the claim under Section 20(a) of the Exchange Act. This action is at the pleadings stage. Any future federal securities lawsuits filed by XFI shareholders asserting Exchange Act or Securities Act claims based on the same or similar facts as Taylor General Lawsuit and/or the WBP Pension Fund Lawsuit would likely be consolidated with the current actions.

Additionally, the Ayers Lawsuit and Akande Lawsuit were consolidated (the "Consolidated Shareholder Derivative Action") on June 24, 2024, and, on March 31, 2025, the Nelson Lawsuit was consolidated into the Consolidated Shareholder Derivative Action. The Consolidated Shareholder Derivative Action is stayed pending final resolution of the consolidated Taylor General Lawsuit and WBP Pension Fund Lawsuit. It is possible that additional shareholder derivative lawsuits will be filed purportedly on behalf of XFI based on the same set of facts alleged in the Ayers Lawsuit, Akande Lawsuit, and Nelson Lawsuit.

City of Taylor General Employees Retirement System v. Xponential Fitness, Inc., Anthony Geisler, John Meloun, Mark Grabowski, Brenda Morris, Chelsea Grayson, BoFA Securities, Inc., Jefferies LLC, Morgan Stanley & Co. LLC, Guggenheim Securities, LLC, Piper Sandler & Co., Robert W. Baird & Co. Incorporated, Raymond James & Associates, Inc., Roth Capital Partners, LLC, and R. Seelaus & Co., LLC, filed February 9, 2024, United States District Court for the Central District of California, Southern Division, Case No. 8:24-cv-00285 (the "Taylor General Lawsuit").

Gideon Akande v. Anthony Geisler, John Meloun, Jair Clarke, Mark Grabowski, Chelsea A. Grayson, Brenda Morris, and Xponential Fitness, Inc., filed March 10, 2024, United States District Court for the Central District of California, Western Division, Case No. 2:24-cv-01928. In this shareholder derivative lawsuit, the plaintiff purports to bring claims on behalf XFI against certain of its current and former officers and directors, alleging that the defendants are liable to XFI for certain of the SEC Claims at issue in the consolidated Taylor General Lawsuit and also (i) breached fiduciary duties, mismanaged

XFI's business, and wasted XFI's assets, (ii) were unjustly enriched, and (iii) abused their ability to control and influence XFI. In addition to damages, the plaintiffs seek (i) an order directing XFI and the individual defendants to improve XFI's corporate governance, and (ii) restitution by the individual defendants (the "Akande Lawsuit").

Patrick Ayers v. Anthony Geisler, Jair Clarke, Mark Grabowski, Chelsea A. Grayson, Brenda Morris, John Meloun, and Xponential Fitness, Inc. filed on May 10, 2024, United States District Court for the Central District of California, Southern Division, Case No. 2:24-cv-3937. The plaintiffs in this shareholder derivative lawsuit allege similar claims as in the Akande Lawsuit (the "Ayers Lawsuit").

City of West Palm Beach Police Pension Fund v. Xponential Fitness, Inc., Anthony Geisler, John Meloun, Mark Grabowski, Brenda Morris, Chelsea Grayson, BoFA Securities, Inc., Jefferies LLC, Morgan Stanley & Co. LLC, Guggenheim Securities, LLC, Piper Sandler & Co., Robert W. Baird & Co. Incorporated, Raymond James & Associates, Inc., Roth Capital Partners, LLC, and R. Seelaus & Co., LLC, filed on June 18, 2024, United States District Court for the Central District of California, Southern Division, Case No. 8:24-cv-01333 (the "WBP Pension Fund Lawsuit").

Stefanie Nelson v. Anthony Geisler, Jair Clarke, Mark Grabowski, Chelsea A. Grayson, John Meloun, Brand Morris, and Xponential Fitness, Inc., filed on February 10, 2025, United States District Court for the Central District of California, Southern Division, Case No. 8:25-cv-00258. The plaintiffs in this shareholder derivative lawsuit allege similar claims as in the Akande Lawsuit and Ayers Lawsuit (the "Nelson Lawsuit").

Regulatory Matters

In the Matter of: The Commissioner of Financial Protection and Innovation v. Xponential Fitness, Inc., et al. On November 4, 2024, in order to avoid the expense of a hearing and other possible court proceedings, the Commissioner of California's Department of Financial Protection and Innovation ("DFPI") and us, Affiliate SPV Franchisors, Affiliate Prior Franchisors, Former Portfolio Brand SPV Franchisors, and Former Portfolio Brand Franchisors (collectively, the "Brand Franchisors"), and XFI, Xponential, Assetco, and Xponential Intermediate Holdings LLC (together with the Brand Franchisors, the "DFPI Parties") entered into a negotiated Consent Order to resolve as to all of the DFPI Parties, DFPI's investigation as to the DFPI Parties' compliance with the California Franchise Investment Law ("CFIL"). The Consent Order acknowledges that, in its investigation, the Commissioner found, without the necessity of hearing or litigation, that certain registration applications filed by the Brand Franchisors with the DFPI contained material misrepresentations and omissions and sets forth the agreement of the DFPI Parties, without admitting nor denying any of the Commissioner's findings, to desist and refrain from violating Sections 31110, 31200 and 31201 of the California Corporations Code and to pay an administrative penalty of $450,000. The Consent Order also acknowledges that we failed to timely file certain exemption notices. Finally, the Consent Order also requires that persons (a) with management responsibility relating to the sale or operation of the Brand Franchisors, (b) assisting the Brand Franchisors in preparing franchise materials or selling franchises and (c) certifying the accuracy of Franchise Disclosure Documents filed with the Commissioner by the Brand Franchisors complete required compliance training.

In the Matter of Determining Whether there has been a violation of the Franchise Investment Protection Act by: Xponential Fitness LLC, File No.: 058026. On August 12, 2025, the State of Washington's Department of Financial Institutions, Securities Division ("DFI") and Xponential entered into a negotiated Consent Order to resolve DFI's investigation as to Xponential's compliance with the Washington Franchise Investment Protection Act ("FIPA"). The Consent Order acknowledges that, in its investigation, the DFI found, without the necessity of hearing or litigation, that certain franchise disclosure documents of the various Xponential brands contained material misrepresentations and omissions. The Consent Order sets forth the agreement of Xponential, without

admitting or denying any of DFI's findings, to desist and refrain from violating RCW 19.100.170 of FIPA, and to reimburse DFI for investigation costs in the amount of $5,400.

FTC v. Xponential Fitness Inc., Case 8:26-cv-00610 (filed March 18, 2026, U.S. Dist. Court for the Central Dist. of California). This matter involves certain former and current franchise brands that Xponential Fitness, Inc. owned: AKT, CycleBar, Pure Barre, and Yoga Six. The FTC complaint alleges violations of the Federal Trade Commission Act and the FTC Franchise Rule, including misrepresentations and omissions in the FDDs provided to prospective franchisees, and failure to provide FDDs to certain prospective franchisees on a timely basis. Without admission of wrongdoing and to avoid the expense and distraction of protracted litigation, the company entered into a stipulated order with the FTC to resolve all of the FTC's alleged claims. As part of the stipulated order, the company agreed (among other things) to pay $17 million in redress to certain franchisees, not to violate the FTC Act and the FTC Franchise Rule, and to adopt certain recordkeeping and administrative procedures. The stipulated order was approved by the court on April 2, 2026.

Va. State Corporation Commission v. Xponential Fitness LLC, Case SEC-2025-00039 (State Corporation Commission of Virginia, March 13, 2026). This matter involved an administrative complaint involving the prior franchisors of the CycleBar and Row House brands, CycleBar Franchising, LLC and Row House Franchise, LLC, which are no longer affiliated with the franchisor. The State Corporation Commission (SCC) alleged that these prior franchisors violated the Virginia Retail Franchising Act by misrepresenting financial performance information and violating the disclosure requirements pertaining to financial performance representations, as well as not disclosing certain information about allegedly competing membership programs. Xponential and the SCC entered into a consent agreement under which the company agreed (among other things) to pay a $20,000 civil penalty, costs of $1,200, and not to violate the Virginia Retail Franchising Act.

In the Matter of: Securities Commissioner of Maryland v. Xponential Fitness, Inc. et al. (Case No. 2024-0140). On April 14, 2026, the Maryland Securities Commissioner ("Securities Commissioner") and XFI, Affiliate SPV Franchisors, Affiliate Prior Franchisors, Former Portfolio Brand SPV Franchisors, and Former Portfolio Brand Franchisors (collectively, the "MD Parties") entered into a negotiated Consent Order to resolve the Securities Division of the Office of the Attorney General of Maryland's investigation regarding MD Parties' compliance with the Maryland Franchise Registration and Disclosure Law ("MD Franchise Law"). The Consent Order provides that, after investigation, the Securities Commissioner found grounds to allege, without trial or final adjudication of any issue of fact or law, that certain franchise disclosure documents of the MD Parties contained material misrepresentations and omissions. The Consent Order sets forth the agreement of MD Parties, without admitting or denying any violation of law, to desist and refrain from violating the MD Franchise Law and to pay an administrative penalty of $75,000. The Consent Order also required MD Parties to represent that they (1) offered to terminate area development and franchise agreements signed after April 26, 2021, and refund the initial fees to, Maryland residents, or residents of other states who are required to open studios to be located in Maryland ("MD Franchisees"), who, as of the date of the Consent Order (i) had not yet opened a fitness studio within the time period they were required to open under their franchise agreement or development agreement, and (ii) whose franchise agreement or development agreement had not yet been terminated or canceled, and (2) reached a full settlement agreement with the MD Franchisee who, as of the date of the Consent Order (i) never opened a fitness studio it was required to open under its franchise agreement or development agreement that was signed after April 26, 2021, and (ii) whose franchise agreement or development agreement had been terminated or canceled.

In the Matter of Investigation by Letitia James, Attorney General of the State of New York, of Xponential Fitness, Inc., et. al., AOD #26-015. On June 9, 2026 the Office of the Attorney General of the State of New York ("OAG") entered into an administrative order entitled an Assurance of Discontinuance ("AOD") with various parties, including Xponential Fitness, Inc., Xponential Fitness, LLC, AKT Franchise SPV, LLC, BFT Franchise SPV, LLC, Club Pilates Franchise SPV, LLC, Cyclebar Franchising SPV, LLC, PB Franchising SPV, LLC, Rumble Franchise SPV, LLC, Stretch Lab Franchise SPV, LLC, and Yoga Six Franchise SPV, LLC (collectively, the "XPO Parties"). The OAG alleged that the XPO Parties made material misrepresentations in FDDs filed with the state

regarding the timeline for opening a new franchise. The XPO Parties neither admitted nor denied the OAG's findings. The parties agreed that under the AOD, the XPO Parties would pay $2,700,000 (as restitution to eligible franchisees), $300,000 (as a civil penalty), and $971,250 (as a return of franchise fees to eligible non-opened franchisees). The XPO Parties also agreed to comply with the New York franchise law and to undertake certain additional compliance procedures.

Pending Securities Litigation Involving an Unrelated Third Party (Our Interim CFO Previously Served as a Director)

Gipsman v. Shoals Technologies Group, Inc. et al., Case No. 202501491 (filed Dec. 2, 2025, Delaware Chancery Court). This is a stockholder derivative complaint (a companion case to the securities claims noted below) that was filed against a company and certain of its current and former officers and directors. Mr. Robert Julian is one of the 14 directors serving on the Shoals board who were named in this lawsuit. The lawsuit claims that certain of the defendants (including Mr. Julian) did not serve properly in their roles as directors and in so doing, engaged in a breach of fiduciary duty, unjust enrichment, and waste of corporate assets. Additional allegations were made against the remaining defendants. The complaint seeks an accounting, return of compensation, unspecified damages, and a demand that the company adopt certain procedures and governance reforms. The case is pending.

In re Shoals Technologies Group, Inc. Securities Litigation, Civil Action No. 3:24-cv-00334 (filed Feb. 4, 2025, U.S. Dist. Court for the Middle Dist. of Tenn.). This is a class action complaint alleging violation of federal securities laws against Shoals Technologies Group, Inc. and certain members of its board of directors, including Mr. Robert Julian. The complaint seeks a determination that it is a proper class action, compensatory damages, an award of costs and expenses (including the fees of the law firm bringing the action), and other unspecified damages. A settlement hearing for final approval is scheduled for September 2026. The preliminary settlement amount is $70,000,000.

Corwin v. Shoals Technologies Group, Inc. et al., Civil Action No. 3:24-cv-00615 (filed May 16, 2024, U.S. Dist. Court for the Middle Dist. of Tenn.). This is a shareholder derivative complaint that was filed against a company and certain of its current and former officers and directors. Mr. Robert Julian is one of the 10 directors serving on the Shoals board who were named in this lawsuit. The lawsuit claims that certain of the defendants (including Mr. Julian) did not serve properly in their roles as directors and in so doing, engaged in a breach of fiduciary duty and violations of federal securities laws. The complaint seeks an accounting, return of compensation, unspecified damages, and a demand that the company adopt certain procedures and governance reforms. The case is pending.

Except as provided above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Franchise Agreement

Initial Franchise Fee

You must pay to us a lump sum initial franchise fee of $60,000 (the "Initial Franchise Fee") to establish a single Studio under a Franchise Agreement. The Initial Franchise Fee is due upon the signing of the Franchise

Agreement. The Initial Franchise Fee will be fully earned by us upon payment and is not refundable, in whole or in part, under any circumstance.

We proudly participate in the International Franchise Association's VetFran Program. If you are a veteran of the United States Armed Forces and meet the requirements of the VetFran Program, the Initial Franchise Fee will be reduced to $45,000.

Separately, if you (or your affiliates) already own and operate a BFT Studio, then the Initial Franchise Fee for your second franchise will be reduced to $50,000. If you (or your affiliates) already own and operate at least two BFT Studios, then the Initial Franchise Fee for your third or subsequent franchise(s) will be reduced to $40,000. These reduced Initial Franchise Fees are conditioned on the prerequisite that you (and your affiliates) are in compliance with all franchise agreements and any other agreement between us (and our affiliates) and you (and your affiliates).

Pre-Opening Items

Prior to opening your Studio, you must purchase a certain pre-opening items from us, including display items, coverings, flags, signage and décor. The cost of these items is $2,326. This amount is non-refundable and is deemed fully earned upon payment.

Initial Instructor Training Fee (in Connection with Pre-Opening Instructor Training)

You must ensure that your initial staff of Authorized Instructors complete the Pre-Opening Instructor Training before providing any Approved Services at your Studio (the "Pre-Opening Instructor Training"). The training fee for the Pre-Opening Instructor Training is $5,000 per program provided (the "Initial Instructor Training Fee") payable to us prior to the start of the Pre-Opening Instructor Training, which covers the training program for all instructors hired prior to the Studio's Soft Opening. It does not cover any personnel-related expenses associated with attending or participating in such training. The Initial Instructor Training Fee is payable in lump sum, uniformly imposed, and non-refundable under any circumstances.

Reduced Technology Fee

Upon the commencement of your Pre-Sales Phase, you must begin paying us a reduced Technology Fee in the amount of $250 per month. As such, we estimate that your payment of Technology Fees for five (5) months prior to your Studio's Soft Opening will be $1,250. The Technology Fee is payable in a lump sum, is uniformly imposed, and is non-refundable under any circumstances.

Fitness Equipment & Initial FF&E Package

The "Fitness Equipment & Initial FF&E Package" includes: (i) a Studio fixture package (comprised of a millwork bundle (front desk, retail display, cubbies), millwork accessories and other related supplies; (ii) the fitness equipment and other operational equipment we designate to be used in Studios (including cardio conditioning equipment (e.g., bikes, treadmills, rowers, ski ergs) and equipment accessories (e.g., TRX, dumbbells, kettlebells, balls, mats, weight benches, boxing gloves, bags, etc.); (iii) other items related to the outfitting and design and buildout of your Studio; (iv) an initial supply of BFT[3] heart rate monitors, and (v) the installation and shipping costs for the foregoing items, which may vary depending on the geographic location of your Studio. You will purchase the Fitness Equipment & Initial FF&E Package from us (or if designated, our affiliate), which will be due prior to the opening of your Studio. The cost of the Fitness Equipment & Initial FF&E Package is approximately $146,501 to $228,519. The amount is payable in lump sum, uniformly imposed, and non-refundable under any circumstances.

Multi-Unit Agreement

Development Fee

If we award you the right to acquire multiple Franchises for Studios within a given Development Area, you must commit to developing and opening at least 3 Studios and pay us a one-time Development Fee in a lump sum upon your execution of the Multi-Unit Agreement. You must execute our current form of Franchise Agreement for the first Studio we grant you the right to open within your Development Area concurrently with the Multi-Unit Agreement. Your Development Fee will be equal to $10,000 for each Studio, less the first one, that you commit to opening in satisfaction of an agreed upon Development Schedule specified in the Multi-Unit Agreement. The number of Studios required to be open under a Multi-Unit Agreement is an agreed upon number (typically, at least 3 Studios). If your Multi-Unit Agreement requires that you open 3 Studios, your Development Fee will be 2 x $10,000, or $20,000. For each additional Studio you are required to open under your Development Schedule, your Development Fee will increase by $10,000. While the Development Fee is not a deposit, we will apply it, in $10,000 increments, toward satisfaction of the initial franchise fee due under each Franchise Agreement (less the first one) you sign in satisfaction of your obligations under the Multi-Unit Agreement. The initial franchise fees paid under each Franchise Agreement shall be the same as required as of the date of this Disclosure Document. The Development Fee is payable in a lump sum, is not refundable, and is determined in the same manner for all franchisees who sign Multi-Unit Agreements.

You will be required to enter into our then-current form of franchise agreement for each Studio you wish to open under your Multi-Unit Agreement.

Your Development Fee will be deemed fully earned upon payment and is not refundable under any circumstances. The Development Fee described above is calculated and applied uniformly to all of our franchisees.

Note Regarding Sourcing Fees

If you are purchasing an existing Studio from a System franchisee and a franchise broker is owed a commission in connection with the purchase, you will pay a $30,000 sourcing fee to us, to help cover the commission owed to the broker, in lieu of the Initial Franchise Fee.

Additionally, if you are an existing franchisee and a franchise broker is owed a commission in connection with the purchase of your additional franchise(s) and/or Development Rights under a Multi-Unit Agreement based on a previously-made introduction to us or our affiliates, you will pay us an additional sourcing fee as follows: (i) if you acquire a single additional franchise, the sourcing fee will be $28,000 (in addition to the Initial Franchise Fee); (ii) if you acquire Development Rights under a Multi-Unit Agreement for the right to open two (2) additional Studios, then the sourcing fee will be $40,000 (in addition to your Development Fee); (iii) if you acquire Development Rights under a Multi-Unit Agreement for the right to open three (3) to five (5) Studios, then the sourcing fee will be $50,000 (in addition to your Development Fee); (iv) if you acquire Development Rights under a Multi-unit Agreement for the right to open six (6) to nine (9) Studios, then the sourcing fee will be $84,000 (in addition to your Development Fee); and (v) if you acquire Development Rights under a Multi-Unit Agreement for the right to open ten (10) or more Studios, then the sourcing fee will be $120,000 (in addition to your Development Fee). Any applicable sourcing fee will be due on the signing of your Franchise Agreement and/or Multi-Unit Agreement, will be fully earned upon payment, and will not be refundable under any circumstances. In this instance, you will sign the Form of Sourcing Fee Addendum (Franchise Agreement), as attached as Exhibit L-1, and/or the Form of Sourcing Fee Addendum (Multi-Unit Agreement), as attached as Exhibit L-2, respectively.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	7% of Gross Sales generated by your Studio over the relevant reporting period [1]	Payable weekly via electronic funds transfer ("EFT") based on the Gross Sales of your Studio during the preceding business week	You will be required to start paying your Royalty once your Studio begins collecting revenue from operations. We may collect your Royalty on a different interval (for example, monthly).
Contributions to Brand Development Fund [2]	Currently, 2% of Gross Sales [1]	Payable weekly around the same time and in the same manner as the Royalty	Your contributions (the "Fund Contributions") to the Brand Development Fund (the "Fund") will begin when your Studio begins generating revenue from operations. We may, on notice to you, adjust the amount of your required Fund Contributions, subject to the Marketing Expenditure Cap. [3]
Regional or Local Advertising Co-Op	As the Co-Op determines (not currently charged)	As the Co-Op determines	We may establish regional cooperatives comprised of Studios that are within a given geographical area (each, a "Co-Op"). If a Co-Op is established where your Studio is located, you will be required to participate in that Co-Op and contribute to that Co-Op in the amounts the Co-Op determines. We may, on notice to you, adjust the amount of your required contributions to the Co-Op, subject to the Marketing Expenditure Cap. [3]
Local Advertising Requirement	The greater of (a) $1,500 or (b) 2% of the prior month's Gross Sales [1]	Payable monthly with your 1st Royalty payment each month	This is a spending requirement, but we reserve the right to have you pay this amount to us rather than spending it yourself. We may, on notice to you, adjust the amount of your required spending, subject to the Marketing Expenditure Cap. [3]
Initial Instructor Training Fee (in connection with Pre-Opening Instructor Training)	Then-current fee, currently $5,000 per training program	As incurred	Prior to soft opening of your Studio, your initial staff of Authorized Instructors (which may include you or your Operating Principal) must complete our Pre-Opening Instructor Training to become eligible to offer Approved Services at your Studio. We may increase the fee by 10% annually. You will be responsible for the costs and expenses associated with completing the Pre-Opening Instructor Training (e.g., employee payroll expenses and Initial Instructor Training Fee). Please see Item 11 for additional information.

Type of Fee	Amount	Due Date	Remarks
Training Fee	If charged, up to $500/day per trainer.	Prior to training	This fee is paid in connection with additional training/instruction that we may provide on an ongoing basis in connection with the overall operation and development of your Studio. We will only charge a training fee in connection with training that (a) you request we provide, or (b) we are required to provide on-site at your Studio. We will not charge this fee in connection with training that we require you to attend at our corporate headquarters or other training facility we designate. We will not charge a training fee in connection with minor, day-to-day assistance that we provide remotely over the phone or via email, subject to our availability. In addition to our then-current training fee, you will always be responsible for the costs and expenses that are incurred in connection with you and your personnel attending training.
Fundamentals Training Program	Then-current Fundamentals Tuition Fee, currently, $500 per trainee	As incurred	The Fundamentals Tuition Fee is payable to us for every individual that attends the Fundamentals Training Program after your Studio's soft opening. We may increase the fee by 10% annually. We may modify the Fundamentals Tuition Fee and/or the allocation of funds set forth above, provided we give you 30 days' prior written notice.
Successor Franchise Fee	$10,000	Prior to expiration of initial term	You must renovate and modernize the Studio at your expense at the time you are granted a successor franchise to conform to our then-current standards and image.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee	$10,000	Upon your request for our consent to any proposed transfer	Instead of the standard transfer fee, we will only charge an administrative fee amounting to: (i) $750 if you are an individual franchisee and assigning your franchise rights to an entity that you fully own; or (ii) $1,500 if the assignment is from an existing System franchisee to another immediate family member. Payment of the transfer fee is one (1) of the conditions you must satisfy in order to assign an interest in your Franchise Agreement, your Studio, and/or you (if you are a business entity). There are various other terms and conditions upon which we may condition our consent to any such transfer.
Technology Fee	Currently, $715 per month	Payable monthly around the same time and in the same manner as the Royalty	We charge you a recurring Technology Fee to help cover the costs and expenses associated with developing, implementing, licensing or otherwise using and integrating the technology we determine appropriate to provide as part of the System or otherwise in connection with your Studio and/or Studio network. We may increase the Technology Fee by 10% annually.
Relocation Fee	$5,000	Upon submission of a proposal to relocate	You will not be permitted to relocate your Studio without our prior written approval, which may be withheld at our discretion. We may assess a relocation fee of $5,000 at the time you submit the proposed location for your relocated Studio. Generally, we do not approve requests to relocate your Studio after a site selection has been made and you have opened for business unless (a) it is due to extreme or unusual events beyond your control, and (b) you are not in default of your Franchise Agreement. If we approve your relocation request, we retain the right to approve your new site location in the same manner and under the same terms that are applied to your first site selection.

Type of Fee	Amount	Due Date	Remarks
Music Licensing Fee [4]	Amounts charged by the providers and/or applicable performing rights organizations (PROs) for such music licensing	As invoiced or otherwise agreed	We may require that the music licensing fee (the "Music Licensing Fee") amount be paid directly to performing rights organizations (PROs) or to our then-current Approved Supplier (which may be us or our affiliate) that handles and manages these licenses for System franchisees.
Insurance Policies [5]	Amount of unpaid premium	As agreed	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Audit Fees [6]	Costs incurred by us in connection with conducting audit Currently, we estimate that such costs will typically be between $500 to $2,500 (plus costs of any travel)	Within 15 calendar days after receipt of audit report	Payable only if (a) an audit or review shows an understatement of Gross Sales for the audited period of 2% or more, or (b) the audit or review is being conducted in response to your failure to timely submit any reports required by your Franchise Agreement.
Mystery Shopper and Other Quality Control Programs	If charged, up to $500 per year	Within 30 days of demand	Payable only if we establish a mystery shopper program or other quality control mechanism or program, in which case we may require a franchisee to contribute up to $500/year to help defray the costs of such programs that are designed to preserve the goodwill and brand image. These fees are not currently imposed.
Late Fees	The lesser of (a) the highest applicable legal rate for open account business credit, or (b) 1.5% per month	Upon demand	Applies to all amounts not paid when due, until paid in full. We may also require you to pay an administrative fee of $50 for each late payment or late report.
Non-Compliance Fee	$100 for each day of non-compliance	Upon demand	Payable only in the event you fail to comply with your material obligations under your Franchise Agreement. The Non-Compliance Fee will be incurred during each day of non-compliance.
Cost of Enforcement or Defense	All costs including attorney's fees	Upon settlement or conclusion of claim or action	You will reimburse us for all costs in enforcing our obligations concerning the Franchise Agreement if we prevail.
Indemnification	All costs including attorney's fees	Upon settlement or conclusion of claim or action	You will defend suits at your own cost and hold us harmless against suits involving damages resulting from your operation of the Studio.

Type of Fee	Amount	Due Date	Remarks
Alternative Supplier Approval [7]	$500 per day for personnel, plus expenses	At time of request	Additionally, you must reimburse us for any travel, accommodations, and meal expenses.
Management Fee	The reasonable costs/expenses we incur in connection with taking over operations, including manager's salary, room and board, travel expenses, and all other related expenses	When incurred	If we take over the operations of your Studio due to your breach of the Franchise Agreement (or your death or disability), we may take all actions necessary to operate the Studio.
Lost Revenue Damages	The applicable amount of Lost Revenue Damages, as further defined in the Remarks	Upon termination of Franchise Agreement	If you terminate the Franchise Agreement without cause or we terminate the Franchise Agreement for your breach, you must pay us an amount equal to the net present value of: (1) the lesser of 36 or the number of calendar months remaining on the term of the Franchise Agreement absent termination, multiplied by (2) the sum of the Royalty and Fund Contribution percentages in effect as of the termination date, multiplied by (3) the average monthly Gross Sales of your Studio during the 24 full calendar months immediately preceding the termination date, minus (4) any cost savings we experienced as a result of the termination. However, if (i) as of the termination date, your Studio had not operated a full 24 calendar months, monthly average Gross Sales will equal the highest monthly Gross Sales achieved during the period in which you operated your Studio, and (ii) if the termination was based on your unapproved closure of your Studio, average monthly Gross Sales would be based on the 24 full calendar months immediately preceding the closure of your Studio.

Notes to Item 6 Table:

Any fees paid to us are non-refundable unless otherwise noted. Fees payable to third parties may be refundable based on your individual arrangements. All fees are payable in US currency, to us or our designated or approved vendors, and uniformly applied to new system franchisees (however, in some instances that we consider appropriate, we may waive some or all of these fees). We do not currently impose and collect any other fees or payments for third parties.

[1] **Gross Sales**. Except as provided below, the term "Gross Sales" means the total revenue, in whatever form, generated by your Studio, whether or not in compliance with your Franchise Agreement and regardless of receipt, including all revenue generated from the sale and provision of any and all gift cards and other products and services at or through your Studio and all proceeds from any business interruption insurance related to the non-

operation of your Studio. Please note that the following are excluded from Gross Sales: (a) any sales tax and equivalent taxes that you collect for or on behalf of any governmental taxing authority and paid to it, and (b) the value of any allowance issued or granted to any client of the Studio that you credit in good faith in full or partial satisfaction of the price of the Approved Products or Approved Services offered in connection with your Studio. You must participate in our then-current electronic funds transfer and reporting program(s). Currently, we collect all amounts owed to us through our designated third-party service provider. All fees owed and any other amounts designated by us must be received or credited to our account by pre-authorized bank debit by 5:00 p.m. P.S.T. on or before the applicable due date. Your Studio may be located in a jurisdiction whose taxing authority will subject us to tax assessments on payments you submit to us for the Royalty fees and Fund Contributions. Under such circumstances, you will be required to adjust, or "gross up" your payment to us to account for these taxes.

[2] **Brand Development Fund**. We (and our affiliates) have established the Fund and you will be required to make a weekly Fund Contribution beginning the date your Studio begins collecting revenue from business operations. The Fund Contributions may be used for (among other things) product development; signage; creation, production and distribution of marketing, advertising, public relations and other materials in any medium, including the internet; social media; administration expenses; brand/image campaigns; media; national, regional and other marketing programs; activities to promote current and/or future Studios and the brand; agency and consulting services; research; and any expenses approved by us and associated with your Studio. We will have sole discretion over all matters relating to the Fund.

[3] **Marketing Expenditure Cap**. We cannot require that the percentage of Gross Sales that you are required to contribute to the Fund, contribute to a Regional or Local Advertising Co-Op, and spend on the Local Advertising Requirement (collectively, the "Required Marketing") exceed, in the aggregate, seven percent (7%) per month (the "Marketing Expenditure Cap"). However, you must provide us with written notice if the Required Marketing exceeds the Marketing Expenditure Cap, and until we receive your written notice (the "Marketing Notice"), you must comply with the Required Marketing requirements, and no excess amounts will be refunded to you. If the Required Marketing exceeds the Marketing Expenditure Cap, you may, after we receive your Marketing Notice, reduce the Local Advertising Requirement, but only to the extent and for the time necessary to stay below the Marketing Expenditure Cap. You must immediately return to full compliance with Required Marketing once the Marketing Expenditure Cap is no longer exceeded.

[3] **Music Licensing Fee**. We assume that you will directly clear music with ASCAP, BMI, SESAC, and GMR and that you do not play music in your Studio from any other performing rights organizations unless you clear such music with the applicable performing rights organization. If you choose to obtain music clearances from an approved vendor, you may incur higher prices than direct payments to the performing rights organizations.

[4] **Insurance Policies**. The minimum limits for coverage under many policies will vary depending on several factors, including the size of your Studio, and the number of classes offered at your Studio. See Item 8 of this Disclosure Document for our minimum insurance requirements.

[5] **Audit Fees**. You will be required to reimburse us for the cost of the audit in the event that (a) an audit discloses an understatement of Gross Sales for the audited period of two percent (2%) or more, or (b) the audit or review is being conducted in response to your failure to timely submit any reports required by your Franchise Agreement. You will also be required to pay the amount of such understatement, plus late fees and interest.

[6] **Alternative Supplier Approval**. You may request the approval of an item, product, service or supplier. We may require you to pre-pay any reasonable charges connected with our review and evaluation of any proposal.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Franchise Agreement

Type of Expenditure [1]	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Initial Franchise Fee [2]	$60,000	$60,000	Lump sum by certified check or bank wire	At signing of Franchise Agreement	Us
Sourcing Fee[2]	$0	$28,000	Lump sum by certified check or bank wire	At signing of Franchise Agreement	Us
Initial Training Program Fee	$5,000	$5,000	Lump sum by certified check or bank wire	At signing of Franchise Agreement	Us
Travel & Living Expenses While Training [3]	$0	$2,500	As arranged	As incurred	Transportation Carriers, Hotel Facilities, Etc.
Real Estate/Lease [4]	$54,200	$69,000	As arranged	As incurred	Landlord; Attorneys; Accountants
Leasehold Improvements [5]	$288,275	$513,719	As arranged	As incurred	Approved Suppliers (Third-Party), Architects and Contractors
Signage [6]	$8,000	$37,000	As arranged	As incurred	Approved Suppliers (Third-Party) and Vendors
Insurance [7]	$3,877	$13,878	As arranged	Before Opening	Approved Suppliers (Third-Party)
Fitness Equipment & Initial FF&E Package [8]	$146,501	$228,519	As required	Before Opening	Us
Pre-Sales and Soft Opening Retail Inventory Kit [9]	$11,700	$12,300	Lump Sum	Before Opening	Us and Approved Suppliers (Third-Party)
Audio / Visual Package, Computer System, and Related Components [10]	$43,000	$43,000	As arranged	As arranged	Approved Suppliers (Third-Party) and Vendors
Initial Marketing & Advertising Spend [11]	$36,800	$50,200	As arranged	As arranged	Approved Suppliers (Third-Party) and Vendors

Type of Expenditure [1]	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Initial Instructor Training Fee [12]	$5,000	$5,000	As arranged	As arranged	Us
Technology and Software Fees [13]	$5,019	$5,019	As arranged	As arranged	Us and Approved Suppliers (Third-Party)
Additional Funds – 3 months [14]	$24,000	$78,000	As arranged	As incurred	Employees, Vendors, Utilities
TOTAL ESTIMATED INITIAL INVESTMENT	**$691,372**	**$1,151,135**			

Notes to Table A:

All amounts payable to us are non-refundable, unless otherwise noted. Amounts payable to suppliers/vendors are refunded according to arrangements you make with the vendor, if any. These figures are only estimates of the range of your initial costs during the development of your Studio, the Pre-Sales Phase, and the first three (3) months of operation after your Studio's Soft Opening. Leasing and financing is available for many of the above expenses. We do not offer direct or indirect financing, but we may assist you in obtaining working capital through other sources.

[1] **General**. The initial investment table shows certain expenditures required to establish and operate a Studio. This Item 7 assumes and expects that (a) you will timely perform all pre-opening obligations and open and commence operations of your Studio within the time periods prescribed in your Franchise Agreement; and (b) you will develop and build your Studio in accordance with our specifications for Studios. The typical Studio will likely be approximately 2,400 to 2,800 square feet in size and be in a rectangular shape. All estimates listed in the table above exclude tax.

[2] **Initial Franchise Fee**. The Initial Franchise Fee is non-refundable. The Initial Franchise Fee for a single Studio is $60,000. We do not provide financing for the Initial Franchise Fee. As provided in Item 5, if this is your (or your affiliates') 2nd Studio, the Initial Franchise Fee will be reduced to $50,000, and if this is your (or your affiliates') third or subsequent Studio, this Initial Franchise Fee will be reduced to $40,000. If you qualify for the VetFran Program, the Initial Franchise Fee will be reduced to $45,000.

Additionally, if you are an existing franchisee and a franchise broker is owed a commission in connection with the purchase of your additional franchise based on a previously-made introduction to us or our affiliates, you will pay us an additional sourcing fee of $28,000 (in addition to the Initial Franchise Fee).

[3] **Travel and Living Expenses While Training**. You (or, if you are an entity, your Operating Principal) must complete the "Owner/Operator Training Module" and our proprietary initial training program (the "Initial Training Program"). We will not charge any tuition or training fee in connection with your attendance of our Initial Training Program, provided all individuals attend at the same time. The estimate in Table A above assumes that you (or, if you are an entity, your Operating Principal) will attend the Owner/Operator Training Module of the Initial Training Program, and you will be responsible for the costs and expenses associated with attending our Initial Training Program (e.g., transportation, meals, lodging and other expenses). The amount you will spend while training will depend on several factors, including the number of persons attending, the distance you must travel and the type of accommodations you choose, if any are needed.

[4] **Real Estate/Lease**. If you do not own adequate Studio space, you must lease suitable premises. In addition to base rent, the lease may require you to pay common area maintenance charges, your pro rata share of the real estate taxes and insurance, and your pro rata share of HVAC and trash removal, which are included in the ranges provided above. You will also likely be required to pay a security deposit. This estimate includes three (3) months of base rent plus one (1) month for estimating the security deposit. This estimate is also designed to cover the legal and other professional fees associated with securing an approved premises.

[5] **Leasehold Improvements**. This estimate includes the cost of leasehold improvements, including floor coverings, wall treatments, ceilings, painting, electrical, carpentry, plumbing, HVAC, and similar work, as well as materials and the cost of labor. The leasehold improvements estimate also includes fees for professional services of an architect and sound consultant, as well as permitting fees related to building construction. This amount does not factor in any tenant improvement allowance you may negotiate with your landlord to offset a portion of this expense.

[6] **Signage**. You will need to purchase appropriate signage for your Studio that we approve. Each landlord has different restrictions it places on interior and exterior signage that may affect your costs. This estimate includes costs associated with permanent signage and graphics only, and does not include optional temporary signage and graphics.

[7] **Insurance**. This estimate is for an annual premium of your minimum required insurance, using our required or approved third-party vendor. You will need to check with your insurance carrier for actual premium quotes and costs, and for the actual amount of deposit. Insurance costs depend on the area in which your Studio is located, your experience with the insurance carrier, the loss experience of the carrier, the amount of deductibles and of coverage, and other factors beyond our control. You should obtain appropriate advice from your own insurance professional before signing any binding documents or making any investments or other commitments, whether to us or anyone else.

[8] **Fitness Equipment & Initial FF&E Package**. The "Fitness Equipment & Initial FF&E Package" includes: (i) a Studio fixture package (comprised of a millwork bundle (front desk, retail display, cubbies), millwork accessories and other related supplies; (ii) the fitness equipment and other operational equipment we designate to be used in Studios (including cardio conditioning equipment (e.g., bikes, treadmills, rowers, ski ergs) and equipment accessories (e.g., TRX, dumbbells, kettlebells, balls, mats, weight benches, boxing gloves, bags, etc.); (iii) other items related to the outfitting and design and buildout of your Studio; (iv) an initial supply of BFT[3] heart rate monitors, and (v) the installation and shipping costs for the foregoing items, which may vary depending on the geographic location of your Studio.

[9] **Pre-Sales and Soft Opening Retail Inventory Kit**. Prior to opening your Studio, you must purchase certain items, including designated branded merchandise, apparel and accessories to support presales and soft opening retail sales (the "Pre-Sales and Soft Opening Retail Inventory Kit"). The Pre-Sales and Soft Opening Retail Inventory Kit is purchased primarily from Approved Suppliers, but as described in Item 5 certain items (such as coverings, signage and décor) are purchased directly through us. The components will be determined in coordination with our team to ensure brand consistency and optimal product selection. This estimate includes the cost of freight for these items. You are required to use certain of these items in coordination with the pre-opening sales plan we approve or designate for your Studio, which is designed to generate prospective Studio clientele and members and otherwise promote the Studio prior to opening (the "Opening Support Program"). We anticipate that you will begin pre-selling Studio memberships (the "Pre-Sales Phase") for approximately five (5) months before you open your Studio's doors to the general public for participating in regular classes in the physical premises of your Studio (the "Soft Opening").

[10] **Audio/Visual Package, Computer System, and Related Components**. You must acquire the Computer System (as defined in Item 8), which includes among other things, a point of sale system ("POS System") and the inventory control systems, for use in the operation of the Studio. Your Computer System must be equipped with a

high-speed connection to the Internet and must include a local area network with a dedicated server. You can expect initial cash outlays to be lower if the items can be leased rather than purchased. These costs are paid to suppliers, when incurred, before beginning business and are usually not refundable. In addition, this estimate includes certain related equipment (e.g., tablets, etc.), as well as the costs associated with at least one (1) surveillance camera to be installed for use at the Studio. You may be required to purchase the camera(s) and related accessories from a third-party Approved Supplier (see Item 8 of this Disclosure Document).

This figure also includes the cost of acquiring the Audio/Visual Package ("Audio/Visual Package"), which includes all audio and visual equipment and related components. You must purchase the Audio/Visual Package from designated vendors and must execute any related software licenses required these vendors require. Please see Item 11 of this Disclosure Document for more information on the Computer System and Audio/Visual Package.

[11] **Initial Marketing & Advertising Spend**. While you must spend at least $15,000 on your initial marketing program (the "Initial Marketing Requirement") in coordination with your Opening Support Program, we estimate that you will spend approximately $36,800 to $50,200 on advertising and marketing expenses during the Pre-Sales Phase and the first three (3) months after your Studio's Soft Opening. We may require that you spend any portion of these funds on services or products supplied by one or more of our Approved Suppliers. We will have the right to modify our Opening Support Program as we determine appropriate in our sole discretion. You must provide us with supporting documentation evidencing these expenditures upon our request.

[12] **Initial Instructor Training Fee**. Your initial staff of Authorized Instructors must attend and complete the Pre-Opening Instructor Training before providing any Approved Services at your Studio. The Pre-Opening Instructor Training Fee is payable to us prior to the start of the Pre-Opening Instructor Training, which covers the attendance by all instructors hired prior to the Studio's soft opening. It does not cover any personnel-related expenses associated with attending or participating in such training. The instructors will complete onboard training videos and testing via an online training platform. They may be required to complete a video test out that will be reviewed by us for specific feedback about the instructor to complete the training.

[13] **Technology and Software Fees**. This estimate is designed to cover our current Technology Fee and Software Fee obligations from when you begin the Pre-Sales Phase of opening your Studio, which we estimate you will begin five (5) months prior to the Soft Opening of your Studio, and over the first three (3) months of operation, for a total of eight (8) months of payments. As of the date of this Disclosure Document, those fees are $715 per month and $203 per month, respectively; however, you will pay a reduced Technology Fee in the amount of $250 during your Pre-Sales Phase.

[14] **Additional Funds**. This is an estimate of certain funds needed to cover your business (not personal) expenses during the first three (3) months of operation after your Studio's Soft Opening and certain other typical expenses in connection with the development of the Studio during the Pre-Sales Phase, such as expenses incurred in connection with the selling of pre-sale memberships. These expenses include, for example, payments to us, vendor processing fees, business incorporation and legal costs, broker and consultant fees, bank service fees, and music licensing fees; initial personnel wages (for a general manager, a front desk/sales associate, and 7 instructors); ongoing purchases of equipment and supplies; utilities; recruitment fees; and repairs and maintenance. The estimate for music licensing fees assumes that you will directly clear music with ASCAP, BMI, SESAC, and GMR and that you do not play music in your Studio from any other performing rights organizations. If you choose to obtain music clearances from an approved vendor, you may incur higher prices than direct payments to the performing rights organizations. This estimate is net of any estimated revenue generated in connection with your Studio during the relevant time period. This estimate is based on: (i) our franchisees' experience in developing Studios; (ii) our and our Predecessor's experience in selling franchises for Studios; (iii) the experience of our Affiliate SPV Franchisors and Affiliate Prior Franchisors in developing other fitness concepts and information related to their respective studio investment costs; (iv) current estimates we have received from our Approved Suppliers and other third-party

vendors; and (v) our affiliates' experience in developing and/or operating Studios and franchises of other Xponential Brands.

B. Multi-Unit Agreement (Using Example of Franchise Award to Develop 3 Studios)

Type of Expenditure [1]	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Development Fee [2]	$20,000	Lump sum by certified check or bank wire	At signing of the Multi-Unit Agreement	Us
Sourcing Fee [3]	$0 to $50,000	Lump sum by certified check or bank wire	At signing of the Multi-Unit Agreement.	Us
Initial Investment to Open Initial Studio [4]	$691,372 to $1,151,135	See Table A of this Item 7		
TOTAL INVESTMENT	**$ 711,372 to $1,221,135**	This is the total investment to enter into a Multi-Unit Agreement for the right to develop three (3) total franchised Studios, as well as the costs to open and commence operating your initial Studio for the first three (3) months, as described more fully in Table A of this Item 7. See Note 3.		

Notes to Table B:

[1] **General**. All amounts payable to us are non-refundable, unless otherwise noted. Amounts payable to suppliers/vendors are refunded according to arrangements you make with the vendor, if any. These figures are estimates of the range of your initial costs in the first three (3) months of operating the initial Studio you are granted under your Multi-Unit Agreement only.

[2] **Development Fee**. The Development Fee is payable to us and is non-refundable. The actual amount of the Development Fee will depend on the number of Studios you agree to develop under the Development Schedule because the Development Fee is equal to $10,000 times the number of Studios you agree to open, less one. The number of Studios required to be open under a Multi-Unit Agreement is an agreed upon number (typically, at least 3 Studios). If your Multi-Unit Agreement requires that you open 3 Studios, your Development Fee will be 2 x $10,000, or $20,000. For each additional Studio you are required to open under your Development Schedule, your Development Fee will increase by $10,000. While the Development Fee is not a deposit, we will apply it, in $10,000 increments, toward satisfaction of the initial franchise fee due under each Franchise Agreement (less the first one) that you sign in satisfaction of your obligations under the Multi-Unit Agreement.

[3] **Sourcing Fee** Additionally, if you are an existing franchisee and a franchise broker is owed a commission in connection with the purchase of your Development Rights under a Multi-Unit Agreement based on a previously-made introduction to us or our affiliates, you will pay us an additional sourcing fee as follows: (i) if you acquire Development Rights under a Multi-Unit Agreement for the right to open two (2) additional Studios, then the sourcing fee will be $40,000 (in addition to your Development Fee); (ii) if you acquire Development Rights under

a Multi-Unit Agreement for the right to open three (3) to five (5) Studios, then the sourcing fee will be $50,000 (in addition to your Development Fee); (iii) if you acquire Development Rights under a Multi-unit Agreement for the right to open six (6) to nine (9) Studios, then the sourcing fee will be $84,000 (in addition to your Development Fee); and (iv) if you acquire Development Rights under a Multi-Unit Agreement for the right to open ten (10) or more Studios, then the sourcing fee will be $120,000 (in addition to your Development Fee). For purposes of this chart in Item 7, we have included the potential additional sourcing fee in connection with the acquisition of Development Rights for three (3) Studios, as detailed in this Item 7.

[4] **Initial Investment for Initial Studio**. This figure represents the total estimated initial investment required to open and commence operating the first Studio you agree to develop under your Multi-Unit Agreement. You will be required to enter into our then-current form of franchise agreement for the initial Studio you develop under your Multi-Unit Agreement, most likely once you have found a premises for the Studio that we approve. The range includes all the items outlined in Table A of this Item 7. It does not include any of the costs you will incur in opening the additional Studio(s) that you are awarded the right to develop under your Multi-Unit Agreement.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Studio in strict conformance with the methods, standards and specifications of our System. Our methods, standards, and specifications will be communicated to you in writing through our confidential Learning Management System and other proprietary guidelines and writings that we prepare for your use in connection with the Studio and System. We may periodically change our System Standards, 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.

Approved Products and Approved Services

You may only market, offer, sell and provide the Approved Services, as well as any related merchandise and other products that we authorize for sale in conjunction with the Approved Services (the "Approved Products") at your Studio in a manner that meets our System Standards. We will provide you with a list of our then-current Approved Products and Approved Services, along with their standards and specifications, as part of the Learning Management System or otherwise in writing prior to the opening of your Studio. We may update or modify this list in writing at any time.

If you wish to offer any product or service in your Studio other than our Approved Products and Approved Services or use any item in connection with your Studio that does not meet our System Standards, you must first obtain our prior written approval as described more fully in this Item.

Approved Suppliers

We have the right to require you to purchase any items or services necessary to operate your Studio from a supplier that we approve or designate (each, an "Approved Supplier"), which may include us or our affiliate(s). We will provide you with a list of our Approved Suppliers in writing as part of the Learning Management System or otherwise in writing, and we may update or modify this list as we deem appropriate. When evaluating and approving Approved Suppliers, we consider a variety of factors. While the prices at which a supplier sells its goods or services is one factor, it is not the only factor we consider. Our designation of an Approved Supplier does not mean that such Approved Supplier's prices will be lower than those of other suppliers.

Currently, we have Approved Suppliers for the following items that you must purchase in connection with the establishment and/or operation of your Studio: (i) Pre-Sales and Soft Opening Retail Inventory Kit an ongoing retail inventory; (ii) Fitness Equipment & Initial FF&E Package; (iii) the Pre-Opening Instructor Training that your

instructors must complete to become Authorized Instructors (and related materials); (iv) certain other exercise equipment/supplies; (v) Audio / Visual Package; (vi) insurance coverage (subject to applicable law where the Studio is located); (vii) shipping and installation services; (viii) water filtration system; (ix) training materials associated with the Fundamentals Training Program and the Pre-Opening Instructor Training; and (x) POS System and then-current software we require you to use in connection with that POS System and your Studio, including, without limitation, any software and technology we determine to provide to you as part of our System in connection with your then-current Technology Fee.

We may develop proprietary products for use in your Studio, including private-label products that bear our Marks, and require you to purchase these items from us or our affiliate(s).

If you wish to purchase a product or service that we require you to purchase from an Approved Supplier from an alternate source, then you must obtain our prior written approval as outlined more fully in this Item. We may provide our standards and specifications for our Approved Products and Approved Services directly to our Approved Suppliers, and may provide these standards and specifications to an alternative supplier you propose if: (i) we approve the supplier in writing as outlined more fully in this Item; and (ii) the alternative supplier agrees to sign our prescribed form of non-disclosure agreement with respect to any Confidential Information we disclose.

As of the date of this Disclosure Document: (i) other than the Pre-Sales Inventory Kit, the technology services we provide in exchange for our then-current Technology Fee, and certain services that we or our affiliates provide, such as custom millwork, cabinets, tables, display cases, engraved wood signs, point of sale displays, custom acrylic panels, and other similar products, neither we nor any of our affiliates are an Approved Supplier for any items you are required to purchase in connection with your Studio as part of our standard Franchise offering; and (ii) none of our officers own an interest in any of our Approved Suppliers other than us.

We may designate us or any of our affiliates as an Approved Supplier with respect to any other item you must purchase in connection with your Studio in the future.

Required Purchases and Right to Derive Revenue

The products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our System Standards, are referred to collectively as your "Required Purchases." We estimate that your Required Purchases in total will be about 39% to 73% of your total purchases to establish the Studio and about 50% to 66% of your purchases to continue the operation of the Studio. Please be advised that these percentages do not include the lease payments that you make in connection with your Studio.

We and our affiliates may derive revenue from any of the purchases that our System franchisees are required to make in connection with the Studio. In fiscal year 2025, we did not receive any revenue from the sale of goods and services to franchisees, but our Predecessor received $1,495,755 from such sales to franchisees, which constituted 90.5% of the Predecessor's total revenue of $1,652,884 during the year.

Non-Approved Product/Service and Alternate Supplier Approval

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Studio that are not Approved Products and Approved Services; or (ii) purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using or offering the non-approved product or service in connection with your Studio; or (ii) purchasing from a non-approved supplier. You must pay us our then-current non-approved product or supplier evaluation fee when submitting your request, as well as cover our costs incurred in evaluating your request. We may ask you to submit

samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products and/or services, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 30 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (although are not required to) make it available to you upon request. Each supplier that we approve must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Marks. The revocation of a previously approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Right to Receive Compensation and Negotiated Prices

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Studios in our System. If we do establish those types of alliances or programs, we may: (i) limit the number of Approved Suppliers with whom you may deal; (ii) designate sources that you must use for some or all products, equipment and services; and (iii) refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We and/or our affiliates may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Studios in the System, such as rebates, commissions or other forms of compensation (including convention sponsorships), which may comprise of fixed payments and/or percentages of overall sales transactions. During the fiscal year 2025, we received $175,125 in allowances, rebates, or other consideration from vendors in connection with purchases by franchisees, which constituted 2.7% of our total revenue of $6,603,464 during the year, and our Predecessor received $110,254 in allowances, rebates, and other consideration. Additionally, Xponential received $8,217,592 in allowances, rebates, or other consideration from vendors in connection with purchases by franchisees of all Xponential Brands (including for CycleBar and Rumble brands, which ceased being a part of the Xponential Brands portfolio in 2025) in the United States and Canada. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees.

Cooperatives

No purchasing or distribution cooperatives have been formed.

Franchisee Compliance

When determining whether to grant new or additional Franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

Insurance

As a Franchise owner, you are required to obtain and maintain, at your sole expense, the required insurance coverages as prescribed in your Franchise Agreement and/or our Learning Management System. We may amend, modify, supplement or otherwise change the coverages or policies required below upon thirty (30) days' written notice to you (or such a shorter period of time that we determine appropriate if a health/safety or infringement-related issue) via the Learning Management System or otherwise. While the specifications and standards for such coverages may vary depending on the size of your Studio and/ or other factors, such as what is customary for businesses of your type in your area, as of the date of this Disclosure Document, we typically require the following coverages:

1. **Commercial General Liability** insurance covering your day-to-day business operations and premises liability exposures with limits not less than the following:

a.	Each Occurrence:	$1,000,000
b.	General Aggregate:	$5,000,000 (per Studio)
c.	Products Completed Operations Aggregate:	$5,000,000
d.	Personal and Advertising Injury:	$1,000,000
e.	Participant Legal Liability:	$1,000,000
f.	Professional Liability:	$1,000,000
g.	Damage to Premises Rented to You:	$1,000,000
h.	Employee Benefits Liability (each employee):	$1,000,000
i.	Employee Benefits Liability (aggregate):	$2,000,000
j.	Medical Expense (any one person):	$5,000
k.	Sexual Abuse and Molestation:	included (not excluded)

Such insurance shall include coverage for contractual liability (for liability assumed under an "insured contract"), products-completed operations, personal and advertising injury, premises liability, third party property damage and bodily injury liability (including death).

2. **Automobile Liability** insurance covering liability arising out of your use, operation or maintenance of any auto (including owned, hired, and non-owned autos, trucks or other vehicles) in connection with your ownership and operation of the Franchise, with limits not less than the minimum compulsory requirements in your state (note: it is highly recommended to maintain at least $1,000,000 each accident combined single limit for bodily injury and property damage). This requirement only applies to the extent that owned, leased or hired/rented vehicles are used in the operation of the Franchise.

3. **Workers Compensation** insurance covering all of your employees with statutory coverage and limits as required by state law. Such insurance shall include coverage for Employer's Liability with limits not less than $500,000 each accident, $500,000 disease – each employee, and $500,000 disease – policy limit.

4. **Property** insurance written on a special causes of loss coverage form with limits not less than the current replacement cost of the Studio's business personal property (including furniture, fixtures and equipment) and leasehold improvements (tenant improvements). Such Property insurance shall include glass coverage with limits not less than $25,000, signage coverage with limits not less than $10,000, and business interruption/extra expense coverage with limits not less than 12 months of rent.

5. **Employment Practices Liability** insurance with limits of not less than $1,000,000 per claim in the aggregate, with a retention not larger than $25,000, providing defense and coverage for claims brought by any of your employees or other personnel alleging various employment-related torts. Said policy shall also include Third Party Employment Practices Liability coverage.

Your policies must be written by an insurance company licensed in the state in which you operate the Studio, and the insurance company must have at least an "A" Rating Classification as indicated in A.M. Best's Key Rating Guide. We, Assetco and subsidiaries/affiliates shall be included as Additional Insureds on the Studio's Commercial General Liability policy.

Audio/Visual Package and Computer System

You must purchase the computer system that we specify, including computer hardware, software, the POS System, inventory control systems, and high-speed network connections (collectively, the "Computer System"), as well as the audio-visual equipment comprising the Audio/Visual Package, including speakers, cabling, mounts and other related equipment that we specify. The component parts of the Computer System and Audio/Visual Package must be purchased from Approved Suppliers. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must sign any software license agreements that we or the licensor of the software require and any related software maintenance agreements. The Computer System is described in more detail in Item 11 of this Disclosure Document.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Section in Multi-Unit Agreement	Disclosure Document Item
a. Site Selection and acquisition/lease	Sections 1.2, 2.2.C, 7.1 and 7.2, 15.1.A(10)-(11), and Exhibit 4	Section 2.D	Items 11 and 12
b. Pre-opening purchases/leases	Sections 5.4, 6.1, 7.3, and 7.4	Not Applicable	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 6.1 to 6.3, 6.5, and 6.8, Article 7, and Section 9.2	Article 2	Items 6, 7 and 11
d. Initial and ongoing training	Sections 5.5 and 6.2	Not Applicable	Items 6, 7 and 11
e. Opening	Sections 2.2(D) and 6.1	Section 2.C	Item 11
f. Fees	Article 5 and Sections 6.2, 9.1, 9.2 and 9.4	Article 4	Items 5 and 6
g. Compliance with standards and policies / Operating Manual	Article 4 and Sections 1.2, 2.2.E, 6.3, 6.5, 7.1, 7.3, 8.1, 8.4, 8.5, 8.7 and 9.3	Section 2.D	Item 11
h. Trademarks and proprietary information	Article 4 and Sections 12.1, 15.1.A(6), and 15.1.A(8)	Article 5	Items 13 and 14
i. Restrictions on products/services offered	Sections 8.4 and 15.1.A(14)	Not Applicable	Items 8 and 16
j. Warranty and customer service requirements	Sections 8.1, 8.3, and 8.5 to 8.7	Not Applicable	Not Applicable

Obligation	Section in Franchise Agreement	Section in Multi-Unit Agreement	Disclosure Document Item
k. Territorial development and sales quotas	Sections 8.7 and 15.1.B(12)	Sections 2.C and 2.D, Exhibit A	Item 12
l. Ongoing product/service purchases	Sections 6.5 and 8.4	Not Applicable	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Sections 7.1 and 8.1	Not Applicable	Items 6 and 17
n. Insurance	Sections 10.5 and 15.1.B(8)	Not Applicable	Items 6, 7 and 8
o. Advertising and Fund	Article 9, Sections 5.6 and 15.1.B(5)	Not Applicable	Items 6 and 11
p. Indemnification	Sections 4.1, 6.9, 7.1.E, 11.2, 15.4, and Exhibit 3	Section 7.B	Item 6
q. Owner's participation/ management/staffing	Sections 2.2.B, 5.5.A, 5.5.B, 8.3, and 8.6	Article 1	Item 15
r. Records and reports	Section 10.1	Article 10	Item 11
s. Inspections and audits	Sections 8.2 and 10.2	Not Applicable	Items 11
t. Transfer	Section 13.1.B(3), Article 14, and Section 15.1.A(6)	Article 9	Items 6 and 17
u. Renewal	Section 3.2	Not Applicable	Item 17
v. Post-termination obligations	Article 13 and Section 15.3	Section 8.C	Item 17
w. Non-competition covenants	Article 13, Sections 15.1.A(13) and 15.3.G	Article 6	Item 17
x. Dispute resolution	Article 16	Article 12	Item 17
y. Guarantee	Section 2.2.B and Exhibit 3	Exhibit B	Item 1, Exhibit D

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.

A. Pre-Opening Assistance

Franchise Agreement

Before your Studio's Soft Opening:

1. We will provide you (or, if you are an entity, your Operating Principal), as well as your Designated Manager (if appointed) of your Studio, with our proprietary Owner/Operator Training Module and Designated Manager Training Module, respectively, that at least you (or, if appropriate, your Operating Principal) will need to complete prior to opening your Studio (the "Initial Training Program"). We will typically provide the Initial Training Program within the thirty (30) days prior to your Studio opening, but that timing will be subject to the availability and schedules of our training personnel. We will provide the Initial Training Program at our corporate headquarters or other training facility we designate, which may be virtually (Franchise Agreement, Article 5). We will also provide you or another individual you designate as your prospective Authorized Instructor with our Pre-Opening Instructor Training as described more fully below in this Item (Franchise Agreement, Section 5.5).

2. If the Authorized Location for your Studio has not been identified at the time the Franchise Agreement is signed, we will work with you to designate a geographical area within which you must secure an Authorized Location for your Studio ("Designated Market Area") (Franchise Agreement, Section 1.2).

3. Prior to you attending your required initial training, we will provide you access to the Learning Management System, which contains mandatory and suggested specifications, standards and procedures. The Learning Management System is confidential and remains our property. We may modify the Learning Management System. (Franchise Agreement, Section 6.3). Within the Learning Management System, you will be provided our confidential operations manual (comprised of four sub-manuals), which currently comprises approximately 151 pages. The Table of Contents of our operations manual is attached to this Disclosure Document as Exhibit F.

4. We will provide you (through the Learning Management System or otherwise) with specifications for the layout and design of the Studio (Franchise Agreement, Sections 6.1 and 6.3).

5. We will provide you (through the Learning Management System or otherwise) with a list of the components of the Fitness Equipment & Initial FF&E Package, other furnishings, other supplies, and signs to be used in the Studio, as well as a list of Approved Suppliers (Franchise Agreement, Section 6.5).

7. We will license you the use of the then-current Marks we designate for use in connection with Studios (Franchise Agreement, Sections 4.1 and 4.2).

8. We will consult and advise you on establishing the Pre-Sales Phase and Opening Support Program (Franchise Agreement, Section 6.8).

Multi-Unit Agreement

If you enter into a Multi-Unit Agreement, we will designate your Development Area and subsequently review and provide our approval with regards to the premises you propose for each Studio location within the Development Area (Multi-Unit Agreement, Section 2.A and Exhibit A).

B. Site Selection Assistance and Time to Open

Site Selection Assistance: Franchise Agreement

You must assume all costs, liabilities, expenses and responsibility in connection with: (i) locating, obtaining and developing a premises for your Studio; and (ii) constructing, equipping, remodeling and/or building out the premises for use as a Studio, all in accordance with our System Standards. If the Authorized Location for your Studio has not been identified at the time the Franchise Agreement is signed, we will assign you a Designated Market Area (Franchise Agreement, Section 1.2).

We may provide you with: (i) our current written site selection guidelines, to the extent such guidelines are in place, and any other site selection counseling and assistance we determine is appropriate; and (ii) the contact information of any local real estate broker that we have an existing relationship with and that is familiar with our confidential site selection/evaluation criteria, if we know any such brokers in or around the Designated Market Area you are assigned (Franchise Agreement, Section 1.2). We do not generally own the premises that System franchisees use for their Studio.

Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location. Ideally, the Authorized Location of your Studio will be a major, national-tenant, anchored commercial retail center that meets our then-current requirements for population density, demographics, available parking, traffic flow and entrance/exit from the site (Franchise Agreement, Section 1.2).

If you locate a site, we will approve or disapprove of the site after we receive any and all reasonably requested information regarding your proposed site from you (Franchise Agreement, Section 1.2). While we are not required under the Franchise Agreement to notify you as to whether the site has been approved or rejected within a certain timeframe, we will typically notify you of our decision within 30 days after you have submitted all requested information to us regarding the site. We use a software program to evaluate the demographics of a market area for site selection approval. If we cannot agree on a site, we may extend the time for you to obtain a site, or we may terminate the Franchise Agreement.

We also have the right and opportunity to review any lease or purchase agreement for a proposed location before you enter into such an agreement. We may condition our approval of a given premises as an Authorized Location for your Studio on a number of conditions, including: (i) the lease for such location including the terms outlined in Section 7.2 of the Franchise Agreement and Exhibit 4 to the Franchise Agreement, including any Collateral Assignment of Lease as set forth in our then-current Learning Management System, in the lease for the location; and (ii) receiving a written representation from the landlord of the proposed premises that you will have the right to operate the Studio, including offering and selling the Approved Products and Approved Services, throughout the term of your Franchise Agreement (Franchise Agreement, Sections 2.2 and 7.2, Exhibit 4).

You must secure our approval of an Authorized Location within 90 days of executing your Franchise Agreement for that Studio or we may terminate that Franchise Agreement (Franchise Agreement, Section 1.2).

Site Selection Assistance: Multi-Unit Agreement

You are responsible for locating and presenting to us proposed sites for Studios in the Development Area. We will use reasonable efforts to review and evaluate the proposed sites within 30 days after we receive all requested information and materials to evaluate the site. We will approve the proposed site for any Studio if it meets our then-current standards. If we accept a proposed site, you (or your affiliate) must timely sign a separate Franchise Agreement for the site (Multi-Unit Agreement, Section 2.D).

Time to Open: Franchise Agreement

We will authorize you to commence the Pre-Sales Phase when (i) you have signed a premises lease agreement accepted by us for the Authorized Location (and, in some cases, once a letter of intent is signed in connection with the premises), and (ii) your pre-opening sales plan has been approved by us. We will authorize the Soft Opening of your Studio when (i) all of your pre-opening obligations have been fulfilled (including meeting certain minimum membership levels), (ii) pre-opening training has been completed, (iii) all amounts due us have been paid, (iv) copies of all insurance policies (and payment of premiums) and all other required documents have been received by us, and (v) all permits have been approved (Franchise Agreement, Sections 5.4, 5.5, 6.2, and 10.4).

The typical length of time between signing a Franchise Agreement or payment of consideration for the franchise and commencement of the Pre-Sales Phase is approximately ten (10) months and from signing a Franchise Agreement to the Soft Opening is approximately fifteen (15) months. Note, if you are granted the right to acquire multiple franchises, these estimates relate to the signing of your first Franchise Agreement and the development of your first Studio. However, you may experience delays in developing your Studio if you have difficulties securing financing (if necessary), obtaining necessary local permits and licenses for the construction and operation of the Studio, completing construction or remodeling (possibly due to weather conditions, shortages, and/or delivery schedules), purchasing and installing fixtures, equipment and signage, and/or purchasing necessary inventory or supplies.

If you do not sign a premises lease agreement accepted by us for the Authorized Location within six (6) months after you sign the Franchise Agreement, we may terminate your Franchise Agreement, without refund of your Initial Franchise Fee. Additionally, if you do not conduct your Studio's Soft Opening within fifteen (15) months after you sign the Franchise Agreement, we may terminate your Franchise Agreement without refund of your Initial Franchise Fee (Franchise Agreement, Section 2.2).

Time to Open: Multi-Unit Agreement (if applicable)

If you have entered into a Multi-Unit Agreement to open and operate multiple Studios, your Multi-Unit Agreement will include a Development Schedule containing a deadline by which you must have each of your Studios open and operating (Multi-Unit Agreement, Exhibit A).

C. Our Obligations During the Operation of the Studio

Franchise Agreement

During the operation of your Studio:

1. We will specify or approve certain equipment and suppliers to be used in your Studio (Franchise Agreement, Sections 6.5 and 7.1).

2. We will provide additional training to you and any of your employees at your request. You are responsible for any and all costs associated with such additional training (Franchise Agreement, Section 6.2).

3. We will provide such continuing advisory assistance and information to you in the development and operation of the Studio as we deem fit (Franchise Agreement, Section 6.4).

4. We (or our affiliates) will maintain and administer the Fund (Franchise Agreement, Section 9.1).

We may also decide to require fixed maximum or minimum prices for any products or services that you offer in connection with the Studio (Franchise Agreement, Section 6.6).

D. Advertising and Marketing

Advertising Generally

You are responsible for local marketing activities to attract members to your Studio. We require you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet or otherwise. You must first obtain our advanced written approval before any form of co-branding, or advertising with other brands, products or services (Franchise Agreement, Section 9.2).

You must strictly follow the social media guidelines, code of conduct, and etiquette as set forth in the Learning Management System regarding social media activities. Any use of social media by you pertaining to the Studio must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. You will promptly modify or remove any online communication pertaining to the Studio that does not comply with the Franchise Agreement or the Learning Management System (Franchise Agreement, Section 9.3).

Brand Development Fund

The Fund was established to promote Studios and help promote and develop our System and brand generally. As of the date of this Disclosure Document, your Fund Contribution is two percent (2%) of your Studio's Gross Sales. Fund Contributions will be payable from the earlier of (a) the date your Studio opens, or (b) the date the Studio receives a payment from a client in connection with Approved Services to be provided at any point. We may increase the Fund Contribution upon 60 days' written notice to you, subject to the Marketing Expenditure Cap (Franchise Agreement, Sections 5.6 and 9.1).

The Fund will be administered by us (or our affiliates), as we deem appropriate in our discretion. We have also established a Fund advisory committee (the "FAC") to serve in an advisory capacity on matters related to the Fund. The Fund will be maintained and operated by us (or our affiliates) to meet the costs of conducting regional and national advertising and promotional efforts, other brand development activities, as well as related technology used to implement the foregoing (i.e., digital marketing platform, System web portal) that we determine beneficial to the System and employing advertising/public relations agencies to assist in advertising activities. With the assistance of the FAC, we will direct all public relations, advertising and promotions with sole discretion over the message, creative concepts, materials and media used in the programs and the placement and allocation thereof. We have the power to form, change or dissolve the FAC. We will pay for these activities from the Fund. The Fund Contributions may be used for traditional advertising activities, such as website development, social media, public relations, advertising campaigns (television, radio, print or other media), or other promotions which will further develop and/or raise the awareness/visibility of our brand, System and Studio locations (Franchise Agreement, Sections 6.8 and 9.1).

We are not obligated to ensure that Fund activities or dollars are spent equally, on a pro rata basis, either on your Studio, or all Studios in an area. A brief statement regarding the availability of System franchises may be included in advertising and other items produced using the Fund, but we do not otherwise expect to use the Fund primarily for any franchise sales or solicitations as of the date of this Disclosure Document.

We (and our affiliates) will have the right to make disbursements from the Fund, as we determine appropriate to cover the costs and expenses associated with the marketing, advertising and promotion of the brand, Marks, System, Studio locations and/or the Approved Products and Approved Services, including: the cost of formulating, developing and implementing advertising and promotional campaigns; the reasonable costs of

administering the Fund, including accounting expenses and the actual costs of salaries and fringe benefits paid to our employees engaged in administration of the Fund and/or creation, development and/or placement of any creative and/or implementation of any campaigns associated with the same. The Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Fund. We are not required to audit the Fund, but we may retain independent certified public accountants to prepare an annual audit of the Fund, at the expense of the Fund. We will provide a copy of the annual accounting of the Fund to franchisees upon written request. Our company-owned or affiliate-owned Studios, if and when operating, are not required to contribute to the Fund at the same rate as franchisees. As of the date of this Disclosure Document, all franchisees that contribute to the Fund may not contribute at the same rate as you. Should the Fund Contribution for the System decrease at any time, we have the right to reduce our contribution from company-owned or affiliate-owned Studios to the rate specified for franchised locations.

We are not required to spend all Fund Contributions in the fiscal year they are received. You agree to participate in all Fund programs. The Fund may furnish you with marketing, advertising and promotional materials; however, we may require that you pay the cost of producing, shipping and handling for such materials.

During the fiscal year ended on December 31, 2025, the Fund Contributions were spent as follows: 3.7% for production, 61.6% for administration and implementation, 3.6% on media and public relations, and 31.1% for Internet and digital-related activities.

Local Advertising Requirement; Co-Ops

As part of your material obligations under your Franchise Agreement, you must spend the greater of (a) $1,500 or (b) two percent (2%) of Gross Sales each month on marketing and advertising materials (excluding agency and vendor fees) that we approve in connection with the promotion of your Studio within your Designated Territory (your "Local Advertising Requirement"). We may periodically increase your Local Advertising Requirement, subject to the Marketing Expenditure Cap. Upon our request, you must provide us with an accounting of your monthly expenditures associated with your Local Advertising Requirement, along with invoices and other relevant documentation to support those expenditures. Please be advised that the Local Advertising Requirement is only the minimum amount you must spend each month, and we encourage you to spend additional amounts on the local promotion of your Studio. We are not required to spend any amount on advertising within your Designated Territory.

We have not yet established any local or regional Co-Op(s). We may, in the future, decide to form one or more associations and/or sub-associations of Studios to conduct various marketing-related activities on a cooperative basis. If one or more Co-Ops (local, regional and/or national) are formed covering your Authorized Location, then you must join and actively participate. You may be required to contribute such amounts as are determined by such Co-Ops, subject to the Marketing Expenditure Cap (Franchise Agreement, Section 9.4).

You must provide us with written notice if the Required Marketing exceeds the Marketing Expenditure Cap, and until we receive your Marketing Notice, you must comply with the Required Marketing requirements, and no excess amounts will be refunded to you. If the Required Marketing exceeds the Marketing Expenditure Cap, you may, after we receive your Marketing Notice, reduce the Local Advertising Requirement, but only to the extent and for the time necessary to stay below the Marketing Expenditure Cap. You must immediately return to full compliance with Required Marketing once the Marketing Expenditure Cap is no longer exceeded.

Initial Marketing Requirement; Opening Support Program

In addition to the Local Advertising Requirement, you will be required to spend a minimum of $15,000 in connection with pre-opening sales activities and other initial launch promotional activities designed to increase visibility of your Studio within your Designated Territory. You may be required to spend all or some portion of

these funds on products/services received from an Approved Supplier we designate or approve, and all materials used in connection with your grand opening campaign must be approved by us if not previously designated for use. We expect that you will typically be required to spend these amounts in the 30 to 60 days prior to opening and in the 30-day period following the opening of your Studio (Franchise Agreement, Section 9.2).

Your Pre-Sales Phase and Opening Support Program must commence once your real estate lease is signed. The Opening Support Program is provided by our third-party Approved Supplier and is currently overseen by our internal marketing and sales departments. Participation in the Opening Support Program is mandatory, and we may require you to spend certain amounts on services or content that is supplied by one (1) or more of our Approved Supplier(s). The Initial Marketing Requirement will not count towards your Local Advertising Requirement and is not subject to the Marketing Expenditure Cap.

E. Training

Initial Training Program for Owner/Operator and/or Designated Manager

Prior to your Studio's Soft Opening, you must ensure that: (i) you (or, if you are an entity, your Operating Principal) completes our Owner/Operator Training Module to our satisfaction; and (ii) your Designated Manager (if appointed) attends and completes the Designated Manager Training Program to our satisfaction. While there is no specific deadline by which the training above must be completed, you (or, if you are an entity, your Operating Principal) and your Designated Manager (if appointed) must complete all of the training obligations prior to your Studio's Soft Opening. Training classes are not held on a regular schedule. We will schedule the program based on your and our availability and the projected opening date for your Studio. If you are purchasing an existing Studio, all required training must be completed prior to your takeover of the operations of the Studio.

In the event you are the owner of multiple Studios or otherwise wish to appoint a third-party individual to manage the day-to-day operations of your Studio, then that individual (a "Designated Manager") must (a) attend and complete at least the Designated Manager Training Module (and, if he/she wishes to provide the Approved Services, the Pre-Opening Instructor Training described below in this Item) to our satisfaction, and (b) otherwise be approved by us, before assuming any management responsibility at your Studio (Franchise Agreement, Sections 5.5 and 6.2).

We do not charge a tuition or training fee for you or your designated trainees (you or your Operating Principal and Designated Manager (if appropriate)) to attend the Initial Training Program, provided these individuals attend the Initial Training Program at the same time and otherwise complete such training prior to your Studio's Soft Opening. You will be responsible for the costs and expenses associated with these individuals attending our Initial Training Program (Franchise Agreement, Section 5.5). The Initial Training Program uses the Learning Management System and other written materials as training materials.

Pre-Opening Instructor Training – Pre-Opening for Initial Authorized Instructors

In addition to completing the Initial Training Program, as appropriate, you must ensure that any individuals that are expected to provide Approved Services at your Studio, participate in and complete the Pre-Opening Instructor Training that, as of the Issue Date, is at least partially provided online. In successfully completing the Pre-Opening Instructor Training, each individual will be considered an Authorized Instructor. We estimate that the Pre-Opening Instructor Training will include approximately 17 hours of online instruction and 16 hours of in-studio training, for a total of 33 hours (not including the additional 8 hours that must be completed by each Head Coach). A "Head Coach" is an individual who (1) attends and completes Pre-Opening Instructor Training and the Fundamentals Training Program; and (2) is otherwise approved by us as a Head Coach. Our then-current criteria and conditions for an individual who desires to become a Head Coach will be set forth in our Learning Management

System. Currently, our Pre-Opening Instructor Training is held virtually, but we may require you to attend an in-person training in the future.

Our Fundamentals Training Program is an instructor onboarding training for all instructors you and other System franchisees engage to work at a Studio location. Each instructor will complete onboarding training videos and testing via an online training program, using a training manual prepared specifically for the Fundamentals Training Program.

Training is managed by our Vice President of Programming & Education, Steven Stonehouse, who has been with us or our affiliates from the inception of the BFT® brand and has over 13 years of experience in the fitness industry and topics of instruction noted below generally.

We normally conduct our training on an as-needed basis, but we may change this schedule based on demand and the availability of our instructors. We may substitute other instructors to provide certain parts of the Initial Training Program or Pre-Opening Instructor Training, but these individuals will have completed the appropriate portion of the Pre-Opening Instructor Training on which they provide instruction.

Our primary initial training programs as of the date of this Disclosure Document are described below:

TRAINING PROGRAMS

Initial Training Program Owner/Operator Training Module			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Introduction to BFT & GM Role	1	0	Online or at our Corporate office in Irvine; or other training location per our designation
Studio Sales	3	0	Online or at our Corporate office in Irvine; or other training location per our designation
New Member Onboarding & Retention	.5	0	Online or at our Corporate office in Irvine; or other training location per our designation
Member Management	.5	0	Online or at our Corporate office in Irvine; or other training location per our designation
Marketing	1	0	Online or at our Corporate office in Irvine; or other training location per our designation
Retail	1	0	Online or at our Corporate office in Irvine; or other training location per our designation
Hiring & Recruiting	1	0	Online or at our Corporate office in Irvine; or other training location per our designation
Daily Operations	1	0	Online or at our Corporate office in Irvine; or other training location per our designation
TOTAL HOURS:	**9 hours**	**0 hours**	

Initial Training Program Designated Manager Training Module			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Introductions	0.5	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Sales: Sales Timeline & Process	0.5	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Sales: L.A.S.E.R. Lead Management	1.0	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
ClubReady	1.0	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Marketing: Platforms Review	1.0	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Marketing: Marketing Initiatives	1.0	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Retail	1.0	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Sales: Roleplay	0.5	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Recap; Q&A	0.5	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Review	0.5	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Sales: L.A.S.E.R. Sales Process	1.0	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Sales: Member Onboarding & Retention	0.5	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Education: People, Program & Pay	1.0	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Education: BFT®	1.0	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Staffing	0.5	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Reporting Tools & Goal Setting	0.5	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Sales: Roleplay	0.5	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Recap; Q&A	0.5	0.0	At our headquarters in Irvine, CA or at a location to complete training virtually
TOTAL HOURS:	**13 hours**	**0 hours**	

Pre-Opening Instructor Training			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Fundamentals Training Program			
BFT® Education	0.5	0.0	Virtual
About BFT®	0.5	0.0	Virtual
Module #1: Foundations of Training	2.0	0.0	Virtual
Module #2: Foundations of Programming	2.0	0.0	Virtual
Module #3: Application of Foundation as a Coach	2.0	0.0	Virtual
Module #4: Coaching a BFT Session	2.0	0.0	Virtual
Module #5: Barbell and Cardio Conditioning	2.0	0.0	Virtual
Module #6: Kettlebells	2.0	0.0	Virtual
Module #7: Beast Mode	2.0	0.0	Virtual
Module #8: BFT³	2.0	0.0	Virtual
Fundamentals Training Program:	**17 hours**	**0 hours**	

Pre-Opening Instructor Training			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Part 1: All Authorized Instructors			
Introductions & Expectations	0	0.5	At our headquarters in Irvine, CA or at a location to complete training virtually
Instructor Development: Public Speaking	0	1.5	At our headquarters in Irvine, CA or at a location to complete training virtually
BFT³	0	1.5	At our headquarters in Irvine, CA or at a location to complete training virtually
Kettlebells	0	4.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Debrief & Wrap-Up	0	0.5	At our headquarters in Irvine, CA or at a location to complete training virtually
Pre-Opening Instructor Training, Part 1:	**0 hours**	**8 hours**	

Pre-Opening Instructor Training				
Subject		**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Part 2: All Authorized Instructors				
BFT Strength Endurance Launch Class		0	1.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Studio Floorplan Set-Up		0	0.5	At our headquarters in Irvine, CA or at a location to complete training virtually
Cardio Conditioning Equipment		0	2.5	At our headquarters in Irvine, CA or at a location to complete training virtually
Barbells & Strength Movements		0	3.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Debrief & Wrap-Up		0	1.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Pre-Opening Instructor Training, Part 2:		**0 hours**	**8 hours**	
Part 3: All Head Coaches				
Schedule; Programming Deployment & Presentation		0	1.0	At our headquarters in Irvine, CA or at a location to complete training virtually
BFT[3]		0	1.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Admin Portal		0	1.0	At our headquarters in Irvine, CA or at a location to complete training virtually
ClubReady & Class Schedule Curation / Management		0	2.0	At our headquarters in Irvine, CA or at a location to complete training virtually
BFT Programs & Sessions		0	1.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Studio Floorplan Set-Up		0	1.0	At our headquarters in Irvine, CA or at a location to complete training virtually
BFT Strength Endurance Launch Class Prep		0	1.0	At our headquarters in Irvine, CA or at a location to complete training virtually
Pre-Opening Instructor Training, Part 3:		**0 hours**	**8 hours**	
TOTAL HOURS:	**Authorized Instructors:**	**17 hours**	**16 hours**	
	Head Coaches:	**17 hours**	**24 hours**	

On-Site Grand Opening Assistance (Discretionary)

For your Studio's Soft Opening, we may send one (1) or more representative(s) to your Studio to (a) provide assistance and recommendations regarding your opening and initial operations, and/or (b) provide additional or refresher training associated with any required Pre-Opening Instructor Training described above in this Item 11, as we deem appropriate in our discretion. If we determine to provide such on-site assistance, it will typically last between 1 to 2 business days and we may require that you cover the costs our representatives incur in connection with such assistance.

Additional Training in Connection with Operation of the Studio; Ongoing Pre-Opening Instructor Training for Authorized Instructors

After your Studio's Soft Opening, if you hire any new Authorized Instructors, they will complete Pre-Opening Instructor Training with a Head Coach, as opposed to a trainer provided by us. The Fundamentals Training Program will continue to be provided virtually and will be available at our then-current Fundamentals Tuition Fee, as a separate offering from the Pre-Opening Instructor Training.

We may also provide and require that you (and your Operating Principal and Designated Manager, as appropriate) attend, up to five (5) days of additional training each year at our designated training facility. We will not charge any training fee in connection with such training that we require you to attend (Franchise Agreement, Section 5.5).

You may request that we provide certain additional or refresher training to you, either at one (1) of our designated training facilities or on-site at your Studio. We may charge you our then-current training fee based on the number of days of such training that we provide at your request (regardless of location) (Franchise Agreement, Section 5.5).

In the event you hire any instructors during the ongoing operation of your Studio, they must complete the Pre-Opening Instructor Training prior to providing any classes or otherwise performing any Approved Services at your Studio.

You will be responsible for the costs and expenses associated with you and your designated personnel attending any such additional training described in this Item (Franchise Agreement, Section 5.5).

F. Computer System – Hardware and Software; Audio/Visual Package

Computer System

You must acquire a computer for use in the operation of the Studio. You must record all of your receipts, expenses, invoices, member lists, class and employee schedules, and other business information promptly in the Computer System we specify or otherwise approve. Currently, we have a designated business management software that must be used in connection with your Studio operations, which is an online/web-based program designed for use in connection with class scheduling, processing member credit and debit card payments, keeping your business records and generating business reports among other things. At this time, we have approved no other compatible program, but we may do so at our sole discretion. If the Approved Supplier for the required software changes, you must migrate your operations to the new required software at our direction. The details of these standards and requirements will be described in the Learning Management System or otherwise in writing and may be modified

in response to changes in marketing conditions, business operating needs, or technology (Franchise Agreement, Section 10.3).

You must allow our Approved Supplier to upgrade the proprietary database configuration of the required software for the computer in your Studio as we determine necessary. Our Approved Supplier may provide you with periodic updates to maintain the software and may charge a fee for preparing the updates and maintaining the software. There are no limitations on the frequency and cost of the updates. The Computer System is designed to enable us to have immediate, independent access to the information monitored by the Computer System, and there is no contractual limitation on our independent access or use of the information we obtain (Franchise Agreement, Section 10.3).

You must purchase, lease, and maintain, such computer hardware and software, dedicated high-speed communications equipment and services, dedicated telephone and power lines, modem(s), speakers, and other computer-related accessories or peripheral equipment as we may specify, for the purpose of, among other functions, recording Studio sales, scheduling classes, and other functions that we require. You must provide such assistance as may be required to connect your Computer System with a computer system used by us. We will have the right, on an occasional or regular basis, to retrieve such data and information from your Computer System as we, in our sole and exclusive discretion, consistent with consumer privacy laws, deem necessary. You must operate your Computer System in compliance with certain security standards specified and modified by us and with our System Standards (Franchise Agreement, Sections 5.4 and 10.3).

To ensure full operational efficiency and optimal communication capability between and among computer systems installed by you, us, and other franchisees, you agree, at your expense, to keep your Computer System in good maintenance and repair, and following our determination that it will be economical or otherwise beneficial to the System to promptly install such additions, changes, modifications, substitutions and/or replacement to your computer hardware, software, communications equipment and services, telephone and power lines, and other computer-related facilities, as we direct.

We may require you to update or upgrade any computer hardware or software during the term of the Franchise, and if we choose to do so, there are no limitations on the cost and frequency of this obligation.

The approximate cost of the Computer System and the Audio/Visual Package is $43,000, which we may require you to acquire from one (1) or more of our Approved Suppliers. There is no initial fee to obtain the software. The approximate cost of any annual maintenance upgrades or updates or maintenance support contracts varies widely from $0 to $1,500, which does not include (a) our then-current Technology Fee (currently, $715 per month), and (b) the then-current Software Fee charged by our Approved Suppliers for the required software (currently, $203/month for the POS System) and any associated credit card surcharge and transaction processing fees, (c) Music Licensing Fees charged by third-party Approved Suppliers, or (d) the fees associated with any other required software we designate in the future for use in connection with your Studio. We have no obligation to provide ongoing maintenance, repairs, upgrades or updates, and any such obligations would be those of the software licensors.

ITEM 12
TERRITORY

Franchise Agreement

Authorized Location

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.

You will operate your Studio at the Authorized Location. Once you have identified your Authorized Location and we accept the proposed site, we will designate the Designated Territory around the Authorized Location within which you will have certain protected rights.

You will not be permitted to relocate your Studio without our prior written approval, which may be withheld in our discretion. You will be assessed a relocation fee of $5,000 at the time you submit the proposed location for your relocated Studio. Generally, we do not approve requests to relocate your Studio after a site selection has been made and you have opened for business unless (a) it is due to extreme or unusual events beyond your control, and (b) you are not in default of your Franchise Agreement. If we approve your relocation request, we retain the right to approve your new site location in the same manner and under the same terms that are applied to your first site selection.

Designated Territory

Your Designated Territory will generally be an area with a population of at least 15,000 people, as published by the U.S. Census Bureau or other governmental agencies and commercial sources. However, the size and shape of your Designated Territory may vary from the territory granted to other franchisees based on the location and demographics surrounding your Studio. The boundaries of your Designated Territory may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, a radius extending from your Studio, or otherwise delineated on a map.

As long as you are in compliance with your Franchise Agreement, we will not operate, or grant a license to a third-party to operate, during the term of your Franchise Agreement, a Studio located within the Designated Territory, subject to our reservation of rights below.

Except as expressly provided in the Franchise Agreement, you have no right to exclude, control or impose conditions on the location, operation or otherwise of present or future Studios, using any of the other brands or Marks that we now, or in the future, may offer, and we may operate or license Studios or distribution channels of any type, licensed, franchised or company-owned, regardless of their location or proximity to your Designated Territory and whether or not they provide services similar to those that you offer. You do not have any rights with respect to other and/or related businesses, products and/or services, in which we may be involved, now or in the future. Your Designated Territory will not be modified by us for any reason so long as you are not in default of your Franchise Agreement, except in cases where (a) your requested relocation of your Studio is approved and you relocate, and/or (b) at the time of any request for a successor franchise or a proposed assignment of the Franchise, the population of the Designated Territory is over 15,000. In such cases, we may move or modify the size of your Designated Territory.

Rights Within and Outside the Designated Territory

While you and other Studios will be able to provide the Approved Services to any potential client that visits or otherwise reaches out to your Studio, you will not be permitted to actively solicit or recruit clients outside your Designated Territory, unless we provide our prior written consent.

You will not be permitted to advertise and promote your Studio via advertising that is directed at those outside your Designated Territory without our prior written consent, which we will not unreasonably withhold provided (a) the area you wish to advertise in is contiguous to your Designated Territory, and (b) that area has not been granted to any third party in connection with a Studio (or Multi-Unit Agreement) of any kind.

We may choose, in our sole discretion, to evaluate your Studio for compliance with the System Standards using various methods (including, but not limited to, inspections, field service visits, surveillance camera monitoring, member comments/surveys, and secret shopper reports). You must meet minimum standards for

cleanliness, equipment condition, repair and function, and customer service. Your employees, including independent contractors, must meet minimum standards for courteousness and customer service.

Minimum Gross Sales Quota(s)

Unless waived by us due to unique market conditions, you must meet a certain minimum monthly Gross Sales quota (the "Minimum Monthly Gross Sales Quota"), as follows: (i) you must achieve and maintain trailing 12-month average monthly Gross Sales of $15,000 by the 1st anniversary of your Studio's Soft Opening; and (ii) you must achieve and maintain trailing 12-month average monthly Gross Sales of $20,000 by the 2nd anniversary of your Studio's Soft Opening and each successive anniversary.

If you fail to meet the Minimum Monthly Gross Sales Quota at any time during the term of your Franchise Agreement, we may institute a mandatory corrective training program upon written notice to you. You will be obligated, at your expense, to participate in and implement all temporary and permanent corrective measures that we require to address the performance standards not achieved. However, if you fail to participate in and implement all temporary and permanent corrective measures that we require, or if you fail to achieve the Minimum Monthly Gross Sales Quota during any trailing 36-month period, regardless of your participation in any corrective training programs mandated by us, then we may terminate your Franchise Agreement upon written notice to you.

Multi-Unit Agreement

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.

If you are awarded the right to acquire multiple Franchises for Studios under our form of Multi-Unit Agreement, then we will provide you with a Development Area upon execution of the Multi-Unit Agreement. The size of your Development Area will substantially vary from other System developers based on: (i) the number of Studios we grant you the right to open and operate; and (ii) the location and demographics of the general area where we mutually agree you will be opening these Studios. The boundaries of your Development Area may be described in terms of zip codes, streets, census tracts, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Multi-Unit Agreement.

You are responsible for locating and presenting to us proposed sites for Studios in the Development Area. We will use reasonable efforts to review and evaluate the proposed sites within 30 days after we receive all requested information and materials to evaluate the site. We will approve the proposed site for any Studio if it meets our then-current standards. If we accept a proposed site, you (or your affiliate) must timely sign a separate Franchise Agreement for the site. Each Studio you timely open and commence operating under our then-current form of franchise agreement will be operated: (i) from a distinct site located within the Development Area; and (ii) within its own Designated Territory that we will define once the site for that Studio has been approved.

As long as you are in compliance with your Multi-Unit Agreement, we will not operate, or grant a license to a third-party to operate, during the term of your Multi-Unit Agreement, a Studio located within the Development Area, and we will not grant anyone else the right to develop Studios within the Development Area, subject to our reservation of rights below.

You must comply with your development obligations under the Multi-Unit Agreement, including your Development Schedule, in order to maintain your development rights within the Development Area. If you do not comply with your Development Schedule, we may terminate your Multi-Unit Agreement and any further development rights you have under that agreement. Otherwise, we will not modify the size of your Development Area except by mutual written agreement signed by both parties.

Reserved Rights

We and our parents/affiliates reserve the exclusive right to conduct the following activities under the Franchise Agreement and/or Multi-Unit Agreement (as appropriate): (i) establish and operate, and license any third party the right to establish and operate, other Studios and Studios using the Marks and System at any location outside of your Designated Territory(ies) and, if applicable, Development Area; (ii) market, offer and sell products and services that are similar to the products and services offered by the Studio under a different trademark or trademarks at any location, within or outside the Designated Territory(ies) and, if applicable, the Development Area; (iii) use the Marks and System, as well as other such marks we designate, to distribute any Approved Products and/or Approved Services in any alternative channel of distribution, within or outside the Designated Territory(ies) and Development Area (including the Internet and other e-commerce channels and streaming platforms; wholesale stores, retail stores, catalog sales, etc.) as further described below; (iv) to acquire, merge with, or otherwise affiliate with, and after that own and operate, and franchise or license others to own and operate, any business of any kind, including, without limitation, any business that offers products or services the same as or similar to the Approved Products and Approved Services (but under different marks), within or outside your Designated Territory(ies) and, if applicable, Development Area; (v) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in your Franchise Agreement and, if applicable, your Multi-Unit Agreement; and (vi) open and operate, or license third parties the right to open or operate, Studios at "Non-Traditional Sites" both within and outside the Designated Territory and, if applicable, Development Area. "Non-Traditional Site" means any location that is situated within or as part of a larger venue or facility and, as a result, is likely to draw the predominance of its customers from those persons who are using or attending events in the larger venue or facility (for example, "big box" gyms and/or fitness facilities, cruise ships, military bases, shopping malls, airports, sports facilities and stadiums, industrial or office complexes, hotels, train stations and other transportation facilities, travel plazas, casinos, hospitals, theme parks, convention centers, colleges/universities, multi-unit residential properties, and other similar captive market locations).

Neither the Franchise Agreement nor the Multi-Unit Agreement grants you any right to engage in any of the activities outlined in the preceding paragraph, or to share in any of the proceeds received by us, our parent/affiliates or any third party from these activities, unless we otherwise agree in writing. Further, we have no obligation to provide you any compensation for soliciting or accepting orders (via alternate channels of distribution) within your Designated Territory.

Internet Sales / Alternative Channels of Commerce

We may sell products and services to members located anywhere, even if such products and services are similar to what we sell to you and what you offer at your Studio. We may use the internet or alternative channels of commerce to sell products and services branded with the Marks. You may only sell the products and services from your Studio's Authorized Location and may only use the internet or alternative channels of commerce to offer or sell the products and services, as permitted by us, in order to register members for classes. We may require you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet or otherwise. We retain the right to approve or disapprove of such advertising, in our sole discretion. Any use of social media by you pertaining to the Studio must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. We may "occupy" any social media websites/pages and be the sole provider of information regarding the Studio on such websites/pages (e.g., a system-wide Facebook page). At our request, you will promptly modify or remove any online communication pertaining to the Studio that does not comply with the Franchise Agreement or the Learning Management System. You are not prohibited from obtaining members over the Internet provided your Internet presence and content comply with the requirements of the Franchise Agreement.

Additional Disclosures

Neither the Franchise Agreement nor the Multi-Unit Agreement provides you with any right or option to open and operate additional Studios (other than as specifically provided for in your Multi-Unit Agreement if you are granted multi-unit development rights). Regardless, each Studio you are granted the right to open and operate must be governed by its own specific form of Franchise Agreement.

We have not established other franchises or company-owned outlets or another distribution channel offering or selling similar products or services under a different trademark. We have not established, nor do we presently intend to establish, other franchised or company-owned businesses that are similar to the Studio and that sell our Approved Products and Approved Services under a different trade name or trademark, but we may do so in the future without your consent. Certain of our affiliates are involved with franchising and other activities as previously disclosed in Item 1 of this Disclosure Document, and such affiliates may continue conducting franchising and other activities.

As described in Item 1, our following affiliates offer franchises using trademarks other than the Marks:

- CP SPV offers and sells franchises for fitness studios that provide Pilates and other exercise classes under the CLUB PILATES trademark.
- PB SPV offers and sells franchises for fitness studios that provide indoor fitness classes through a combination of Pilates, weights and ballet barre under the PURE BARRE trademark.
- SL SPV offers and sells franchises for studios that provide stretching classes, related therapy activities, and if approved, a proprietary "flexologist" training programs under the STRETCH LAB trademark.
- YS SPV offers and sells franchises for studios that provide yoga and other exercise programs under the YOGA SIX trademark.

There is no mechanism for resolving any conflicts that may arise between franchised or company-owned studios that operate under any of the Xponential Brands, including any Studio. Any resolution of conflicts regarding location, customers, support, or services will be entirely within your and our business judgment. While we do not anticipate conflicts between franchisees of different brands, we will analyze any future conflict and take action (if any) that we deem appropriate.

ITEM 13
TRADEMARKS

We grant you the right to use the Marks we designate for use in connection with your Studio as part of the license rights you are granted under each Franchise Agreement you enter into with us, provided you only use the Marks in connection with your Studio operations and in strict accordance with the terms of your Franchise Agreement and any Learning Management System or other written directives from us. The following Marks are registered or applied for and owned by us on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registration Date
BFT	6,477,914	September 7, 2021
	6,490,486	September 21, 2021
	6,886,675	November 1, 2022
BFT	8,230,018	April 28, 2026

We have also filed federal applications with the USPTO to register the following Mark:

Mark	Serial Number	Filing Date
	99398600	September 17, 2025

We expect and intend to submit all affidavits and other filings necessary to maintain the registrations above. We do not have a federal registration for one or more principal marks. Therefore, those marks do not have many legal benefits and rights as a federally registered trademark. If our right to use the mark is challenged, you may have to change to an alternative mark, which may increase your expenses. There are no presently effective determinations of the United States Patent and Trademark Office, the trademark administrator of any State, or any court, nor any pending material litigation involving any of the Marks which are relevant to their use in any State. There are no pending interference actions or opposition or cancellation proceedings that significantly limit our rights to use or license the use of the Marks in any manner material to the System. We have filed all required affidavits for the Marks and will continue to do so.

You must follow our rules when you use the Marks. You cannot use our name or any of the Marks as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. You must not use any other trade names or trademarks in the operation of the Studio without first obtaining our written consent. You must not establish a website on the Internet using any domain name containing the Marks or any variation thereof without our written consent. We retain the sole right to advertise on the Internet and create a website using the Marks as domain names.

If it becomes advisable, in our sole discretion, for us to modify or discontinue use of any of the Marks, or use one or more additional or substitute Mark, you must comply with our directions to modify or otherwise discontinue the use of such Mark within a reasonable time after notice by us. We will not be obligated to compensate you for any costs you incur in connection with any such modification or discontinuance.

You cannot seek to register, re-register, assert claim to ownership of, license or allow others to use or otherwise appropriate to itself any of the Marks or any mark or name confusingly similar to them, except insofar as such action inures to our benefit and has our prior written approval. Upon the termination or cancellation of the Franchise Agreement, you must discontinue use of the Marks, remove copies, replicas, reproductions or simulations thereof from the premises and take all necessary steps to assign, transfer, or surrender to us all Marks which you may have used in connection with the Franchise Agreement.

You must immediately notify us of any apparent infringement of or challenge to your use of the Marks. Although not obligated to do so, we will take any action deemed appropriate and will control any litigation or proceeding. You must cooperate with any litigation relating to the Marks which we or our affiliates, or the licensor, might undertake.

We are not aware of any prior superior rights or infringing uses that would materially affect your use of the Marks. There are no agreements currently in effect, which significantly limit our rights to use or license the use of the Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use any item covered by a patent or copyright, but you can use the proprietary information in the Learning Management System. Item 11 describes the Learning Management System and the limitations on the use of the Learning Management System by you and your employees.

We have no registered copyrights, nor are there any pending patent applications that are material to the franchise. However, we claim copyrights on certain forms, advertisements, promotional materials, software source code and other Confidential Information as defined below.

There currently are no effective determinations of the United States Copyright Office (or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us that could materially affect your use of the copyrighted materials in any state. No agreement requires us to protect or defend any copyrights or you in connection with any copyrights.

All information relating to the System and to the development and operation of Studios (including your Studio), including, without limitation, the Learning Management System, our training programs, members and supplier lists, customer data, or other information or know-how distinctive to the development or operation of a Studio (all of the preceding information is the "Confidential Information") is considered to be proprietary and trade secrets of Franchisor. Confidential Information does not include information, knowledge, or know-how, which is lawfully known to the public without violation of applicable law or an obligation to us or our affiliates, or any personal or other information of your employees and other personnel. We disclose to you Confidential Information needed for the operation of a Studio, and you may learn additional information during the term of your Franchise. We have all rights to the Confidential Information and your only interest in the Confidential Information is the right to use it under your Franchise Agreement.

Both during and after the term of your Franchise Agreement, you must use the Confidential Information only for the operation of your Studio under a Franchise Agreement; maintain the confidentiality of the Confidential Information; not make or distribute, or permit to be made or distributed, any unauthorized copies of any portion of the Confidential Information; and follow all prescribed procedures and regulations for prevention of unauthorized use or disclosure of the Confidential Information.

Your confidentiality obligations under the Franchise Agreement will not restrict or prohibit you from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Securities and Exchange Commission, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. You do not need our prior authorization to engage in such protected conduct, and you do not need to notify us that you have engaged in such conduct.

We have the right to use and authorize others to use all ideas, techniques, methods and processes relating to the Studio that you or your employees conceive or develop.

You also agree to fully and promptly disclose all ideas, techniques and other similar information relating to Studios or the Franchise that are conceived or developed by you and/or your employees. We will have a perpetual right to use, and to authorize others to use, those ideas, etc. without compensation or other obligation.

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

Under the Franchise Agreement, we recommend, but do not require, that you (or, if you are an entity, the Operating Principal) personally supervise the Studio. You may appoint a Designated Manager we approve to manage daily operations of your Studio. We will not unreasonably withhold our approval of any Designated Manager you propose, provided the individual has successfully completed the Designated Manager Training Module and, if that individual will be providing any Approved Services, the Pre-Opening Instructor Training and Fundamentals Training Program. Once approved, your Designated Manager may assist in the direct, day-to-day supervision of the operations of the Studio, or to be the on-premises supervisor if you choose not to personally supervise the Studio. If you are a business entity, your Designated Manager need not hold an ownership interest in the business to be the on-premises supervisor.

You will keep us advised, in writing, of any Designated Manager involved in the operation of the Studio and their contact information. Your Studio must, at all times, be managed by and staffed with at least one (1) individual who has successfully completed the Owner/Operator Training Module.

You and your managers and employees must maintain the confidentiality of the Confidential Information. If you are a legal entity, having more than one owner, all owners, shareholders, partners, joint venturers, and any other person who directly or indirectly owns a 10% or greater interest in the Studio (and each such person's spouse) must execute a Guarantee.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell, only and all those Approved Products and Approved Services, and deal only with those Approved Suppliers, that we authorize or require. Principally, this means you must purchase the amount and type of equipment, including all fitness apparatuses and exercise equipment, and offer only those types of fitness and exercise classes that we authorize. Failure to comply with our purchasing restrictions may result in the termination of your Franchise Agreement. We may supplement, revise and/or modify our Approved Products and/or Approved Services as we deem appropriate, as well as our System Standards associated with the provision of these products/services. These changes will be outlined in our Learning Management System or otherwise in writing, and there are no contractual limitations on our right to make these types of changes.

You must ensure that only Authorized Instructors who have completed all required training are those that provide the classes and other Approved Services at your Studio. No other individuals may conduct such classes or provide any Approved Services.

If we discontinue any Approved Product or Approved Service offered by the Studio, then you must cease offering or selling such product/service within a reasonable time, unless such product/service represents a health or safety hazard (in which case you must immediately comply upon receipt of notice from us). You may not use the location of your Studio for any other business purpose other than the operation of your Studio.

You may not advertise, offer for sale or sell, any products and/or services that we have not authorized. We may change the types of authorized products and services at any time in our discretion. You agree to promptly undertake all changes as we periodically require, without limit, except we will not require you to thoroughly modernize or remodel the Studio any more often than once every 5 years. You will not make any material alterations to your Studio or its appearance as originally approved by us without our prior written approval.

You must refrain from any merchandising, advertising, or promotional practice that is unethical or may be injurious to our business and/or other Studios or to the goodwill associated with the Marks. Subject to the conditions set forth above, we do not impose any restrictions with regards to the customers to whom you may sell goods and services.

Subject to applicable law, and in accordance with your Opening Support Program and the System Standards, you must begin offering and selling memberships for your Studio upon commencement of the Pre-Sales Phase. You must also offer, accept the use of, and ensure that you and your Studio personnel are aware of all then-current System policies and procedures related to member reciprocity amongst (a) other Studios that are part of the System, and/or (b) the Studios operated as part of the franchise systems in connection with the other Xponential Brands.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

A. <u>Franchise Agreement</u>

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 3.1	10 years from the date the Franchise Agreement is signed, unless sooner terminated.
b. Renewal or extension of term	Section 3.2	You have the option to extend the term for one consecutive 10-year period.

Provision	Section in Franchise Agreement	Summary
c. Requirements for renewal or extension	Section 3.2	To qualify for a successor franchise, you must execute our then-current franchise agreement, which may contain terms and conditions that differ materially from those in the Franchise Agreement; maintain possession of the Authorized Location or secure an alternative location approved by us; remodel your Studio as necessary to comply with the System Standards; have substantially complied with the Franchise Agreement during its term; be in compliance with all provisions of the Franchise Agreement and any other agreements between you and us; pay the successor franchise fee ($10,000); give us no less than 90 days' and no more than 180 days' notice of your desire to acquire a successor term; and sign a general release in substantially the form of Exhibit G to this Disclosure Document (subject to applicable state law).
d. Termination by franchisee	Not Applicable	Not applicable other than by applicable state law.
e. Termination by franchisor without cause	Not Applicable	The Franchise Agreement does not provide for termination without cause.
f. Termination by franchisor with cause	Section 15.1	We may terminate the Franchise Agreement upon delivery of notice to you if you are in default under the terms of the Franchise Agreement, as further outlined below.
g. "Cause" defined – curable defaults	Sections 15.1 and 15.2	Under the Franchise Agreement, you have 30 days to cure (subject to state law): failure to obtain a required consent or approval; failure to comply with provisions of the Franchise Agreement other than for which a different cure period is specified or for which we may immediately terminate; failure to maintain required books and records; failure to supervise or manage your Studio appropriately; failure to pay us, our affiliates, or any third party any amount due or failure to obtain adequate financing; unauthorized closure of designated bank accounts or failure to designate an alternate bank account; failure to maintain insurance; unauthorized provision of products and/or services; marketing or advertising failures; failure to meet the System Standards or the Minimum Monthly Gross Sales Quota; failure to engage Pre-Sales Phase activities; and use of unauthorized suppliers. A default under other franchise agreements or any other agreements (including a Multi-Unit Agreement) in effect between us (or any of our affiliates) and you (or any of your affiliates), will constitute a default under the Franchise Agreement.

Provision	Section in Franchise Agreement	Summary
h. "Cause" defined – non-curable defaults	Sections 15.1 and 15.2	The following events constitute non-curable defaults: material misrepresentations or omissions; your insolvency or bankruptcy; conviction or plea of no contest to a felony or other crime or offense that can adversely affect the reputation of you, us or the Studio; unauthorized transfers; falsification of reports; unauthorized disclosure of our Confidential Information or misuse of Marks; abandonment of the business for 2 consecutive days unless otherwise approved; failure on 3 occasions within any 12 consecutive month period to pay amounts due or otherwise to comply with the Franchise Agreement; default of same provision 2 times within 6 months, regardless of cure; failure on 2 or more occasions in any 24 consecutive month period to offer only approved goods and services; violate any health, safety or sanitation law or conduct your operation in a manner creating a safety hazard; failure to sign an approved premises lease within 6 months of signing the Franchise Agreement, or failure to conduct a Soft Opening within 15 months of signing the Franchise Agreement, unless otherwise agreed in writing; default under the lease or loss of right to possess the location for the Studio; failure to comply with non-compete covenants; and a failure to cure default under other agreements (including a Multi-Unit Agreement or other Franchise Agreement) in effect between us (or any of our affiliates) and you (or any of your affiliates).
i. Franchisee's obligation on termination/non-renewal	Article 13 and Section 15.3	Your obligations include: stop operations of the Studio; stop using the Marks and items bearing the Marks; stop using the name "BFT" in any form as part of your corporate name; assign any assumed names to Company; de-identify the premises from any confusingly similar decoration, design or other imitation of a Studio; stop advertising as a BFT Franchise; pay all outstanding sums to us and our affiliates and third-parties; pay damages and costs we incur in enforcing the termination provisions of the Franchise Agreement; return all materials related to the Learning Management System and other Confidential Information to us; return all signs to us; assign your telephone and facsimile numbers, electronic mail and internet addresses to us; sell to us, at our option, all assets of the Studio, including inventory, equipment, supplies and items bearing the Marks, and assign us your lease; and comply with non-competition and non-interference covenants.
j. Assignment of contract by franchisor	Section 14.6	No restriction on our right to assign.

Provision	Section in Franchise Agreement	Summary
k. "Transfer" by franchisee definition	Section 14.1	Voluntary, involuntary, direct or indirect assignment sale, gift, encumbrance, pledge, delegation or other disposition of Franchise Agreement, ownership interests, control of your Studio, lease for your Studio, or your Studio's assets.
l. Franchisor approval of transfer by franchisee	Sections 14.1 and 14.2	Our prior written consent is required.
m. Conditions for franchisor approval of transfer	Section 14.2	You must be in compliance with all agreements, the System Standards, all contracts with any party; at our option, transferee must either (a) execute our then-current form of franchise agreement, which may contain materially different terms than your original contract / Franchise Agreement, to govern the franchise moving forward, or (b) assume all obligations under these agreements; transferee meet our then-current requirements and complete or agree to complete our training program for new franchisees (including payment of applicable training fee(s)); you or the transferee must pay our transfer fee of $10,000, except in the case of a transfer from an individual to a wholly owned entity ($750) or a transfer to an immediate family member ($1,500); you must sign our then-current form of general release; transferee must, at our election, sign our then-current form of franchise agreement; and transferee must complete initial training and pay any applicable fee(s).
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.5	We have a right of refusal for any bona fide offer to acquire an interest in you, your Franchise Agreement, and/or your Studio.
o. Franchisor's option to purchase franchisee's business	Sections 14.5 and 15.3	Subject to applicable state laws, on termination, we may purchase any or all of the assets of your Franchise at the lesser of (i) your costs for such assets less the cost of depreciation, or (ii) fair market value.
p. Death or disability of franchisee	Section 14.3	All interests must be transferred within six (6) months or such longer period we designate. We have the option to immediately appoint a manager and commence operating your Studio on behalf of you, in which case you will pay our reasonable costs and expenses.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	Article 13	Subject to applicable state laws, neither you nor your principals, owners, guarantors, or any of the immediate family members of the foregoing (collectively, the "Restricted Parties") must directly or indirectly be involved in: (i) any Competing Business; or (ii) any business that offers or grants franchises/licenses, or establishes joint ventures, for the operation of a Competing Business. You must not divert, or attempt to divert, any customer or prospective customer to a Competing Business in any manner. You will not solicit members of any other studio to your studio. These restrictions are subject to state law. "Competing Business" means any fitness or exercise business, any fitness or exercise marketing or consulting business, any business offering products of a similar nature to those of the Studio, or in any business or entity which franchises, licenses or otherwise grants to others the right to operate such aforementioned businesses
r. Non-competition covenants after the franchise is terminated or expires	Article 13 and Section 15.3	Subject to applicable state laws: *Prohibition on Franchising Activities* - Same requirements as are in place during the term of the Franchise Agreement, but instead of being global prohibitions, the restrictions remain in place for 2 years following the expiration/termination of your Franchise Agreement. *Prohibition on Competing Business* - Same requirements as are in place during the term of the Franchise Agreement, but instead of being global prohibitions, the restrictions remain in place for 2 years following the expiration/termination of your Franchise Agreement and apply: (i) at the Authorized Location; and (ii) within a 10-mile radius of (a) the Authorized Location; or (b) any other Studio. These restrictions are subject to state law. Additionally, for a period of 2 years after termination of the Franchise Agreement, you must not (i) solicit business from customers of your former Studio, or (ii) contact any of our suppliers or vendors for any competitive business purpose.
s. Modification of the Franchise Agreement	Article 19	The Franchise Agreement can be modified only by written agreement between us and you. We may modify the Learning Management System and the System Standards.

Provision	Section in Franchise Agreement	Summary
t. Integration/merger clause	Article 19	Only the terms of Franchise Agreement, including its attachments and the System Standards, are binding. Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable (subject to state law). Notwithstanding the foregoing, nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Article 16	We and you must first use good faith efforts to discuss and resolve all disputes and controversies arising under the Franchise Agreement before initiating arbitration or litigation. Upon failure of informal dispute resolution and except for our right to seek injunctive relief in any court of competent jurisdiction, the dispute must be submitted for mediation to JAMS, which will take place at our, or as applicable, our successor's or assign's, then-current principal place of business (currently, Irvine, California), or via a videoconferencing platform, if we and you agree. If the matter is mediated, the parties will split the mediator's fees and bear all of their other respective costs of the mediation. Except for our right to seek injunctive relief in any court of competent jurisdiction, we and you must arbitrate all disputes at a location within 50 miles of our or, as applicable, our successor's or assign's then-current principal place of business (currently, in Irvine, California) (subject to state law), or via a videoconferencing platform, if we and you agree, in accordance with JAMS' then-current Comprehensive Arbitration Rules & Procedures.
v. Choice of forum	Section 16.6	Subject to the arbitration requirement, litigation must be brought in the state or federal court nearest to our or, as applicable, our successor's or assign's then-current principal place of business (currently, Irvine, California) (subject to state law). However, we may seek injunctive relief in any court of competent jurisdiction.
w. Choice of law	Section 16.1	Except for the U.S. Trademark Act, the Federal Arbitration Act other federal laws, and disputes involving non-competition covenants (which are governed by the law of the state in which your Studio is located), California law applies (subject to state law).

B. Multi-Unit Agreement

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

Provision	Section in Multi-Unit Agreement	Summary
a. Length of the term of the Multi-Unit Agreement	Section 2.A, Exhibit A	The Development Schedule will dictate the amount of time you have to open a specific number of franchises, which will differ for each Developer.
b. Renewal or extension of the term	Section 2.C	If you fail to comply with your Development Schedule, you will be afforded a one-time reasonable extension of time not to exceed 90 days to comply with the Development Schedule.
c. Requirements for developer to renew or extend	Section 2.C	You must have already signed a lease for the applicable premises and you request such extension at least 30 days prior to development deadline
d. Termination by developer	Not Applicable	Not applicable other than by applicable state law.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Article 8	We may terminate your Multi-Unit Agreement with cause as described below.
g. "**Cause**" defined – curable defaults	Sections 8.A and 8.B	We may terminate your Multi-Unit Agreement after providing notice and a 30-day cure period if you fail to comply with any provision of the Multi-Unit Agreement (except as provided in (h) below), or a 10-day cure period if you fail to make any required payment to us or our affiliates. A default under franchise agreements or any other agreements in effect between us or any of our affiliates and you or any of your affiliates, will constitute a default under the Multi-Unit Agreement.

Provision	Section in Multi-Unit Agreement	Summary
h. "**Cause**" defined – non-curable defaults	Section 8.A	We may terminate your Multi-Unit Agreement automatically upon written notice if: materially misrepresent or omit any information in connection with your application for your development rights; you become insolvent or make a general assignment for the benefit of creditors; file a bankruptcy petition or are adjudicated bankrupt; a bill in equity or appointment of receivership is filed in connection with you; a receiver or custodian of your assets of property is appointed; a proceeding for a composition of creditors is initiated against you; a final judgment is entered against you and not satisfied within 30 days; if you are dissolved, execution is levied against you; a suit to foreclose any lien or mortgage against any of your Studios is levied; the real or personal property of the Studio is sold after being levied upon; you fail to satisfy your Development Schedule; you or any of your principal officers, directors, partners, managing members or owners is convicted of a crime; you falsify any reports or information provided to us; you fail to comply with the non-competition covenants; you fail to comply with the same provision within a 6-month period or you fail to comply with the Multi-Unit Agreement on 3 separate occasions in any 12-consecutive month period.
i. Developer's obligations on termination/ non-renewal	Section 8.C	Upon termination, all rights provided to you under the Multi-Unit Agreement shall immediately cease and you must comply with all post-termination non-competitive restrictions.
j. Assignment of contract by franchisor	Section 9.A	No restriction on our right to assign.
k. "Transfer" by developer - defined	Section 9.B	Voluntary, involuntary, direct or indirect assignment sale, gift, encumbrance, pledge, delegation or other disposition of Multi-Unit Agreement, ownership interests, your development rights, or your assets.
l. Franchisor approval of transfer by developer	Not Applicable	You have no right to transfer.
m. Conditions for franchisor approval of transfer	Not Applicable	Not Applicable
n. Franchisor's right of first refusal to acquire developer's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase developer's business	Not Applicable	Not Applicable
p. Death or disability of developer	Not Applicable	Not Applicable

Provision	Section in Multi-Unit Agreement	Summary
q. Non-competition covenants during the term of the franchise	Article 6	Subject to applicable state laws, you will have the same noncompetition restrictions as provided under the Franchise Agreement(s) you sign pursuant to the Multi-Unit Agreement. These restrictions are subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	Section 8.C	Subject to applicable state laws, for two years after the expiration/termination, you and the Restricted Parties may not own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, provide services to, or have any interest in or involvement with, any other Competing Business: (a) within the Development Area; (b) within 10 miles outside the boundaries of the Development Area, or (c) within a 10-mile radius of any Studio that is open, under lease or otherwise under development as of the date Multi-Unit Agreement expires or is terminated or, as to a transferring owner, the date of such transfer. These restrictions are subject to state law.
s. Modification of the Multi-Unit Agreement	Article 14	Your Multi-Unit Agreement may not be modified, except by a writing signed by both parties.
t. Integration/merger clause	Article 14	Only the terms of the Multi-Unit Agreement are binding (subject to applicable state law) and may only be modified to the extent required by an appropriate court to make the Multi-Unit Agreement enforceable. Any representations or promises outside of the Disclosure Document and other agreements may not be enforceable. Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the representations made in the Disclosure Document.
u. Dispute resolution by arbitration or mediation	Article 12	We and you must first use good faith efforts to discuss and resolve all disputes and controversies arising under the Multi-Unit Agreement before initiating arbitration or litigation. Upon failure of informal dispute resolution and except for our right to seek injunctive relief in any court of competent jurisdiction, the dispute must be submitted for mediation to JAMS, which will take place at our or, as applicable, our successor's or assign's, then-current principal place of business (currently, Irvine, California), or via a videoconferencing platform, if we and you agree. If the matter is mediated, the parties will split the mediator's fees and bear all of their other respective costs of the mediation. Except for our right to seek injunctive relief in any court of competent jurisdiction and as otherwise described above, we and you must arbitrate all disputes at a location within 50 miles of our or, as applicable,

Provision	Section in Multi-Unit Agreement	Summary
		our successor's or assign's then-current principal place of business (currently, in Irvine, California) (subject to state law), or via a videoconferencing platform, if we and you agree, in accordance with JAMS' then-current Comprehensive Arbitration Rules & Procedures.
v. Choice of forum	Section 12.F	Subject to the arbitration requirement, litigation must be brought in the court nearest to our or, as applicable, our successor's or assign's then-current principal place of business (currently, Irvine, California) (subject to state law). However, we may seek injunctive relief in any court of competent jurisdiction.
w. Choice of law	Section 12.A	Except for the U.S. Trademark Act, the Federal Arbitration Act, other federal laws, and disputes involving non-competition covenants (which are governed by the law of the state in which your Studio is located), California law applies (subject to state law).

Applicable state law may require additional disclosures related to the information in this Disclosure Document. These additional disclosures appear in Exhibit H, entitled State Specific Addenda, to this Disclosure Document.

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure or personality to promote the Franchise being offered in this Disclosure Document.

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.

Definitions Used Throughout Item 19

- "Gross Revenue" means the total revenue generated by a given Studio, including all revenue generated from the sale and provision of any and all approved services at, from, or otherwise through, that Studio. Gross Revenue excludes sales tax (that the Studio owner must pay directly to the appropriate taxing authority). Please note, Gross Revenue is defined differently than how "Gross Sales" is defined in the Franchise Agreement, and as such, the amount of Royalty fees you pay under the Franchise Agreement may be different than if applied to Gross Revenue data provided below.

- "Measurement Period" means the period beginning on January 1, 2025, and ending on December 31, 2025.

- "Non-Traditional Site" means any location that is situated within or as part of a larger venue or facility and, as a result, is likely to draw the predominance of its customers from those persons who are using or attending events in the larger venue or facility (for example, "big box" gyms and/or fitness facilities, cruise ships, military bases, shopping malls, airports, sports facilities and stadiums, industrial or office complexes, hotels, train stations and other transportation facilities, travel plazas, casinos, hospitals, theme parks, convention centers, colleges/universities, multi-unit residential properties, and other similar captive market locations).

- A "Qualified Studio" means a Studio that was owned and operated by a franchisee for the entire Measurement Period. Qualified Studios do not include Studios that operated at Non-Traditional Sites.

General Notes

The data presented in the charts below is historical data related to Qualified Studios that we obtained by polling the information directly from the franchisees' studio management software systems and/or from profit and loss reports provided to us by franchisees. In all cases, the data used was the franchisees' data. We do not anticipate that any characteristics of the Studios included in this Item 19 will materially differ from Studios operated by new franchisees.

In each instance in which we show an average in this Item 19, we also show the range of the data points and the median data point. The range is the space between the lowest and highest points in the data set. The median is the middle data point; that is, the data point in the center of all data points. Where the number of data points is an even number, there is no middle data point, so the median is the average of the two middle data points.

Part A - Qualified Studios During the Measurement Period

As of December 31, 2025, there were a total of 44 Studios in operation in the United States, all of which were owned and operated by third-party franchisees. Of the 44 Studios, 36 were Qualified Studios., 8 Studios were excluded below because they commenced operations in 2025, and therefore, did not operate for the entire Measurement Period.

During the Measurement Period, 13 franchised Studios ceased operations and, therefore, are not included among the 44 Studios that were open as of December 31, 2025, or in the Qualified Studios category. Each of these Studios had been in operation for more than 12 months before ceasing operations.

Part A-1: Gross Revenue of Qualified Studios

In this Part A-1, we sorted the 36 Qualified Studios, ranked (highest to lowest) by the amount of Gross Revenue reported by the Qualified Studios for the Measurement Period, into four (4) quartiles, with each comprising 9 Qualified Studios.

The chart below provides, for the 36 Qualified Studios, the average, median, and range of Gross Revenue during the Measurement Period for each quartile along with the same information for the complete set of 36 Qualified Studios.

	Number of Qualified Studios	Average	Median	Range (Min)	Range (Max)	Number / Percentage of Qualified Studios that Met or Exceeded the Average
1st Quartile	9	$604,138	$535,833	$472,637	$1,015,621	3 / 33%
2nd Quartile	9	$435,324	$439,432	$390,222	$469,190	5 / 56%
3rd Quartile	9	$332,166	$329,279	$273,803	$387,677	4 / 44%
4th Quartile	9	$226,105	$213,741	$195,404	$271,381	4 / 44%
Total	**36**	**$399,433**	**$388,949**	**$195,404**	**$1,015,621**	**17 / 47%**

Part A-2: Monthly Active Members of Qualified Studios

In this Part A-2, we sorted the 36 Qualified Studios, ranked (highest to lowest) by the amount of average Monthly Active Members reported by the Qualified Studios for the Measurement Period, into four (4) quartiles, with each comprising 9 Qualified Studios. "Monthly Active Members" means Studio members who were party to an effective studio membership agreement with a Qualified Studio for a particular calendar month.

We calculated the average Monthly Active Members as follows: (a) we totaled the number of Monthly Active Members for each calendar month during the Measurement Period for each Qualified Studio; then (b) we calculated a simple average of the Monthly Active Members for the entire Measurement Period to determine the average Monthly Active Members during the Measurement Period for each such Qualified Studio; then (c) we calculated a simple average of all such Qualified Studios' average Monthly Active Members to determine the average Monthly Active Members for all 36 Qualified Studios noted above. We also show the range and median of Monthly Active Members for all 36 Qualified Studios.

	Number of Qualified Studios	Average	Median	Range (Min)	Range (Max)	Number / Percentage of Qualified Studios that Met or Exceeded the Average
1st Quartile	9	260	232	221	451	2 / 22%
2nd Quartile	9	202	199	188	214	4 / 44%
3rd Quartile	9	173	173	144	188	4 / 44%
4th Quartile	9	104	99	75	129	3 / 33%
Total	**36**	**185**	**188**	**75**	**451**	**20 / 56%**

Part A-3: Monthly New Memberships of Qualified Studios

In this Part A-3, we sorted the 36 Qualified Studios, ranked (highest to lowest) by the amount of Monthly New Memberships reported by the Qualified Studios for the Measurement Period, into four (4) quartiles, with each comprising 9 Qualified Studios. "Monthly New Memberships" means new Studio members who signed a studio membership agreement with a Qualified Studio for a particular calendar month.

We calculated the average Monthly New Memberships as follows: (a) we totaled the number of Monthly New Memberships for each calendar month during the Measurement Period for each Qualified Studio; then (b) we calculated a simple average of the Monthly New Memberships for the entire Measurement Period to determine the average Monthly New Memberships during the Measurement Period for each Qualified Studio; then (c) we calculated a simple average of all such Qualified Studios' average Monthly New Memberships to determine the average Monthly New Memberships for all 36 Qualified Studios noted above. We also show the range and median of Monthly New Memberships for all 36 Qualified Studios.

	Number of Qualified Studios	**Average**	**Median**	**Range (Min)**	**Range (Max)**	**Number / Percentage of Qualified Studios that Met or Exceeded the Average**
1st Quartile	9	32	31	26	46	3 / 33%
2nd Quartile	9	20	20	16	24	4 / 44%
3rd Quartile	9	14	14	12	15	5 / 56%
4th Quartile	9	8	9	6	11	5 / 56%
Total	**36**	**19**	**16**	**6**	**46**	**15 / 42%**

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Part B: Member Information for New Studios

The chart below provides the data relevant to New Studios as of the particular month after it conducted its Soft Opening in calendar year 2025:

		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Number of New Studios		**8**	**8**	**7**	**7**	**5**	**5**	**4**	**4**	**3**	**3**	**3**	**0**
Gross Revenue	Average	$15,216	$30,055	$33,557	$33,541	$33,103	$35,193	$28,578	$28,237	$31,579	$28,746	$31,629	N/A
	Number / Percentage of New Studios that met or exceeded the average	3 / 38%	4 / 50%	3 / 43%	3 / 43%	2 / 40%	2 / 40%	1 / 25%	1 / 25%	1 / 33%	1 / 67%	1 / 33%	N/A
	Median	$12,969	$28,739	$30,061	$31,852	$26,787	$25,492	$25,169	$25,178	$30,753	$24,432	$26,284	N/A
	Range (Max)	$28,861	$46,730	$55,978	$49,060	$56,270	$67,582	$47,854	$44,934	$47,554	$45,792	$50,626	N/A
	Range (Min)	$2,824	$13,351	$14,863	$14,770	$12,661	$14,287	$16,120	$17,658	$16,432	$16,015	$17,977	N/A
Active Members	Average	170	168	182	188	184	186	165	165	168	159	165	N/A
	Number / Percentage of New Studios that met or exceeded the average	3 / 38%	3 / 38%	3 / 43%	3 / 43%	2 / 40%	2 / 40%	1 / 25%	2 / 50%	1 / 33%	1 / 33%	1 / 33%	N/A
	Median	165	158	156	165	170	170	161	158	153	144	160	N/A
	Range (Max)	262	260	271	274	287	292	201	199	208	198	197	N/A
	Range (Min)	70	74	99	103	120	135	137	146	143	134	137	N/A
New Memberships	Average	64	33	32	21	25	18	20	23	16	12	14	N/A
	Number / Percentage of New Studios that met or exceeded the average	3 / 38%	5 / 63%	3 / 43%	3 / 43%	2 / 40%	2 / 40%	3 / 75%	2 / 50%	1 / 33%	2 / 67%	1 / 33%	N/A
	Median	52	33	22	21	19	18	23	23	16	12	13	N/A
	Range (Max)	126	52	52	28	47	22	26	32	24	15	18	N/A
	Range (Min)	18	16	19	13	13	14	10	15	8	8	12	N/A

Additional Definitions (Part B)

- "Active Members" means Studio members who were party to an effective studio membership agreement with a New Studio at the conclusion of the particular calendar month.

- "New Memberships" means the total number of new Studio members who signed a studio membership agreement in the particular calendar month. New Memberships are included in the number of Active Members for that particular calendar month.

- A "New Studio" means a Studio that was owned and operated by a franchisee and that conducted its Soft Opening in calendar year 2025. New Studios do not include Studios that operated at Non-Traditional Sites.

- "Soft Opening" means a Studio opened its doors to the general public for participation in regular classes in the physical premises of the Studio.

Data Set and Methodology (Part B)

The chart in this Part B reflects the monthly average, median, and range of Gross Revenue, Active Members, and New Memberships of New Studios during the 12 months after the Studio's Soft Opening. "Month 1" refers to the calendar month in which the Studio launched its Soft Opening. The Gross Revenue data provided in Month 1 only includes the Gross Revenue generated by the New Studio after its Soft Opening during that calendar month and does not include pre-opening membership sales prior to the New Studio's Soft Opening during that calendar month. The New Studio's Soft Opening Month 1 is the calendar month containing its specific Soft Opening date. "Month 2" refers to the calendar month after Month 1, and the same sequence repeats itself through "Month 12." One New Studio ceased operations during the first 12 months of operation after its Soft Opening.

We calculated the average of each category (Gross Revenue Active Members, and New Memberships) for each month of the New Studios' monthly opening phase by adding the total monthly amount of the particular category (Gross Revenue Active Members, and New Memberships) generated by the New Studios, then dividing that number by the number of New Studios for that month.

Part C: Monthly Membership Attrition Rate for Qualified Studios

The chart below reflects the average Monthly Attrition Rate during the Measurement Period (i.e., January 1, 2025 to December 31, 2025) for the 36 Qualified Studios.

Qualified Studios	Monthly Membership Attrition Rate
Average	6.6%
Number / Percentage that met or exceeded the average	14 / 38.9%
Median	6.2%
Maximum	11.6%
Minimum	2.9%

Additional Definitions (Part C)

"Membership Attrition Rate" means the number of cancelled Studio memberships during a particular calendar month divided by the number of Studio members at the end of the prior respective calendar month.

Data Set and Methodology (Part C)

We calculated the average monthly Membership Attrition Rate as follows: (a) we calculated the Membership Attrition Rate for each calendar month during the Measurement Period for each such Qualified Studio by calculating the percentage of members that cancelled their memberships in a particular calendar month at each such Qualified Studio; then (b) we calculated an annual Membership Attrition Rate for each such Qualified Studio by determining a weighted average of each such Qualified Studio's Membership Attrition Rate for the twelve months during the 2025 calendar year by allocating weight to the particular month's Membership Attrition Rate based on the number of members that such Qualified Studio had during that month (for example, if a Studio had 200 members as of January 31, 2025 and had 300 members as of February 29, 2025, the Studio's Membership Attrition Rate for February 2025 was weighted 1.5 times greater than the Studio's Membership Attrition Rate for January 2025, as a 300 membership base is 1.5 times greater than a 200 membership base); then (c) we calculated a simple average of all such Qualified Studios' weighted average monthly Membership Attrition Rate to determine the average Monthly Membership Attrition Rate for all 36 Qualified Studios noted above. We also show the range and median of Monthly Membership Attrition Rates for such Qualified Studios.

Part D: Average Revenue Mix

	Memberships	Services	Fees	Products
Average	92%	5%	1%	2%
Number / Percentage of that met or exceeded the average	21 / 58%	12 / 33%	14 / 39%	17 / 47%
Median	93%	4%	1%	2%
Maximum	96%	11%	4%	4%
Minimum	85%	1%	0%	0%

Additional Definitions (Part D)

- "Fees" means Gross Revenue attributed to fees charged by Studios, such as set up fees, cancellation fees, monthly freeze fees, and enhancement fees.
- "Memberships" means Gross Revenue attributed to down payments and recurring dues for Studio memberships and membership add-ons.
- "Products" means Gross Revenue attributed to retail products sold by Studios.

- "Services" means Gross Revenue attributed to services that Studios provide, such as personal training services, drop-in fees, and studio class packages.

Data Set and Methodology (Part D)

The chart above reflects the average Gross Revenue that is attributed to Memberships, Services, Fees, and Products during the Measurement Period for the 36 Qualified Studios. Each category (Memberships, Services, Fees, and Products) are exclusive of each other.

We calculated the average of each category (Memberships, Services, Fees, and Products) for each such Qualified Studio by adding the total amount of annual Gross Revenue generated by such Qualified Studio for each category (Memberships, Services, Fees, and Products), then dividing that number by the annual Gross Revenue generated by such Qualified Studio. Then, we calculated a simple average of those calculations for each category (Memberships, Services, Fees, and Products) to provide the average allocation of Memberships, Services, Fees, and Products for the entire set of 36 Qualified Studios.

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

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing Studio, 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 our management by contacting our Senior Vice President, Brand, Brandon Ruiz at BFT Franchise SPV, LLC, 17877 Von Karman Ave., Suite 100, Irvine, CA 92614 or via telephone at (949) 346-3000, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
Systemwide Outlet Summary
For Years 2023 to 2025 [1, 2]

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised [2]	2023	2	32	+30
	2024	32	49	+17
	2025	49	44	-5
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	**2023**	**2**	**32**	**+30**
	2024	**32**	**49**	**+17**
	2025	**49**	**44**	**-5**

1. The numbers are as of December 31 of each year in each of the tables provided in Item 20.

2. As disclosed in XFI's most recent Form 10-K filed March 6, 2026, with the U.S. Securities and Exchange Commission, XFI deems a Studio no longer operating if (a) the company has reason to believe, after reasonable inquiry, that the Studio is permanently closed with no plans for re-opening or relocation, or (b) it has no sales for nine consecutive months or more, whichever comes first. Thus, the total number of open Studios provided above may not equal the number of open Studios cited in XFI's publicly-filed documents.

TABLE 2
Transfer of Outlets from Franchisees to New Owners
for years 2023 to 2025

STATE	YEAR	NUMBER OF TRANSFERS
AZ	2023	0
	2024	0
	2025	1
CO	2023	0
	2024	0
	2025	1
FL	2023	1
	2024	0
	2025	0
NV	2023	1
	2024	0
	2025	0
OH	2023	0
	2024	0
	2025	1
TN	2023	1
	2024	0
	2025	0
TX	2023	2
	2024	0
	2025	1
TOTAL OUTLETS	**2023**	**5**
	2024	**0**
	2025	**4**

TABLE 3
Status of Franchised Outlets
for years 2023 to 2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Arizona*	2023	0	3	0	0	0	0	3
	2024	3	0	1	0	0	0	2
	2025	2	2	0	0	0	0	4
California*	2023	1	6	0	0	0	0	7
	2024	7	7	0	0	0	1	13
	2025	13	3	1	0	0	1	14
Colorado*	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Connecticut*	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida*	2023	1	0	0	0	0	0	1
	2024	1	2	0	0	0	0	3
	2025	3	0	0	0	0	1	2
Georgia*	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	1	1
Hawaii*	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Illinois*	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
Indiana*	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Kansas*	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Massa-chusetts*	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Minnesota*	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	1	0

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Missouri*	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	1	0
	2025	0	0	0	0	0	0	0
Nebraska*	2023	0	1	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	1	0	0	0	0	2
	2025	2	0	0	0	0	1	1
New Jersey*	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
New York	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
North Carolina*	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	1	1
Ohio*	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Tennessee*	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Texas*	2023	0	8	0	0	0	0	8
	2024	8	3	1	0	0	0	10
	2025	10	0	1	0	0	2	7
Utah*	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
Virginia*	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Totals	**2023**	**2**	**30**	**0**	**0**	**0**	**0**	**32**
	2024	**32**	**21**	**2**	**0**	**0**	**2**	**49**
	2025	**49**	**8**	**2**	**0**	**0**	**11**	**44**

* Includes franchisees that have signed area development agreements (which we now refer to as Multi-Unit Agreements).

TABLE 4
Status of Company-Owned Outlets
for years 2023 to 2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	**2023**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**0**	**0**	**0**	**0**	**0**

TABLE 5
Projected Openings as of December 31, 2025

State	Unit Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arkansas	2	0	0
Arizona*	4	0	0
California*	9	1	0
Colorado*	2	0	0
Florida*	5	0	0
Kansas*	1	0	0
Missouri*	2	0	0
Montana	1	0	0
Nevada	1	0	0
New Jersey*	1	0	0
Texas*	6	1	0
Totals	**34**[1]	**2**	**0**

* Includes franchisees that have signed multi-unit agreements.

A list of the names, addresses and telephone numbers of our current franchisees as of the date of this Disclosure Document is attached as Exhibit I. A list of the names, addresses and telephone numbers of the Studio franchisees who have had a franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the date of this Disclosure Document is attached as Exhibit J.

In the last three fiscal years, Studio franchisees entered into confidentiality agreements that restrict their ability to speak openly about their experience with our franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Item.

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

[1] In 2025, 17 signed franchise agreements that had not yet opened their outlets were terminated for such failure to open after being provided an extension and/or opportunity to cure.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit C are Assetco's audited financial statements which comprise the balance sheets as of December 31, 2025 and 2024, and related statements of operations, changes in member's equity, and cash flows and the related notes to the financial statements for the years ended December 31, 2025, December 31, 2024 and for the period from March 6, 2023 to December 31, 2023. Assetco was formed in March 2023, and therefore, is unable to provide three years of financial statements. We are a wholly-owned subsidiary of Assetco, and Assetco absolutely and unconditionally guarantees to assume our duties and obligations under the Franchise Agreements and Multi-Unit Agreements entered into while we are the wholly owned subsidiary of Assetco. A copy of the Assetco guarantee is attached as Exhibit D. Our and Assetco's fiscal year ends on December 31 of each year.

ITEM 22
CONTRACTS

The following agreements are attached to this Disclosure Document:

Exhibit A	Form of Franchise Agreement and Exhibits	
	Exhibit 1	Ownership Interests; Designated Market Area; Authorized Location; Designated Territory
	Exhibit 2	Authorized Location Addendum
	Exhibit 3	Guarantee, Indemnification and Acknowledgment
	Exhibit 4	Addendum to Lease
Exhibit E	Statement of Prospective Franchisee	
Exhibit G	Form of General Release	
Exhibit H	State Specific Addenda	
Exhibit K	Form of Multi-Unit Agreement	
Exhibit L-1	Form of Sourcing Fee Addendum (Franchise Agreement)	
Exhibit L-2	Form of Sourcing Fee Addendum (Multi-Unit Agreement)	

ITEM 23
RECEIPTS

Exhibit M contains detachable documents acknowledging your receipt of this Disclosure Document.

EXHIBIT A

FORM OF FRANCHISE AGREEMENT

BFT FRANCHISE SPV, LLC

BFT®
FRANCHISE AGREEMENT

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EXHIBIT 2 **AUTHORIZED LOCATION ADDENDUM**

EXHIBIT 3 **GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT**

EXHIBIT 4 **ADDENDUM TO LEASE**

BFT®
FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is made effective as of the Effective Date by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("Franchisor"), and the person or entity identified as the "Franchisee" in the signature blocks below ("Franchisee," and together with Franchisor, the "Parties"). The Effective Date is the date Franchisor signs this Agreement as shown beneath its signature hereto.

RECITALS

Franchisor owns, administers and grants franchises for a system of fitness studios that (a) offer and sell specialized instruction and related services ("Approved Services") and merchandise and other products ("Approved Products"), (b) are currently identified by the trademark "BFT" and related designs and use other related trademarks and service marks designated from time to time by Franchisor (the "Marks"), (c) reflect distinctive interior design and display procedures, and color scheme and décor (the "Trade Dress"), and (d) operate using a designated "System" which includes the Marks, Trade Dress and certain of Franchisor's other intellectual property including trade secrets, copyrights, confidential and proprietary information, and designated training and exercise methods and know-how, fitness equipment, furniture and fixtures, marketing, advertising and sales promotions, cost controls, accounting and reporting procedures, and personnel management systems (each, a "BFT Studio" and collectively, the "BFT Studios").

Franchisee has requested that Franchisor grant it a franchise to own and operate a BFT Studio and, to support its request, has provided Franchisor with certain information about its experience, skills and resources (the "Application Materials"). Franchisee has independently investigated the business contemplated by this Agreement and recognizes that the nature of the business may change over time.

Franchisor is willing to grant Franchisee's request on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of and reliance on the foregoing Recitals (which are incorporated herein by reference), the agreements described below, and other valuable consideration, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF FRANCHISE

1.1 **Grant.** Franchisee agrees to, at all times, faithfully, honestly, ethically, and diligently perform its obligations under this Agreement and to use its best efforts to promote its BFT Studio (the "Studio") as described herein. Accordingly, Franchisor grants to Franchisee the non-exclusive right and license to establish and operate a single Studio, offering only the Approved Services and Approved Products and utilizing only the System and the Marks, at the location identified on Exhibit 1 or as determined in accordance with Section 1.2 below (the "Authorized Location"), in accordance with the provisions and for the Term (defined below) specified in this Agreement:

Franchisee agrees not to conduct the business of its Studio at any location other than the Authorized Location and to use the Authorized Location only for the operation of its Studio. Franchisee also agrees that, once its Studio opens for business, it will continuously operate the Studio in accordance with this Agreement for the duration of the Term.

1.2 **Site Approval Process.** If the Authorized Location is not identified on Exhibit 1 when Franchisee signs this Agreement, Franchisee must search for acceptable locations for the Studio within the area

identified on Exhibit 1 (the "Designated Market Area") and secure Franchisor's acceptance of the proposed location within 90 days after the Effective Date (the "Site Acceptance Period"). The Designated Market Area has been identified for the sole purpose of facilitating the orderly development of the market, and not for purposes of granting Franchisee any exclusivity or protection within the Designated Market Area. Franchisee acknowledges and agrees that Franchisor does not guarantee that Franchisee will find an acceptable site within the Designated Market Area or during the Site Acceptance Period.

Despite any assistance Franchisor provides to Franchisee, Franchisee is entirely responsible, at its expense, for doing everything necessary to develop and open the Studio in accordance with this Agreement, including, subject to Franchisor's prior written acceptance, timely locating, selecting, and securing possession of the Authorized Location.

Franchisee must provide any information Franchisor requests to aid in its evaluation of Franchisee's proposed site. Franchisor will have sole discretion to accept or reject any proposed site. Franchisor's acceptance is entirely for its own benefit and may not be relied upon by Franchisee as a representation, warranty, or indication of any kind, including as to the suitability of the Authorized Location or the likelihood of success of the Studio. Franchisor is not responsible should any of the criteria on which it bases its decision change or not serve the Franchisee's purposes.

When it accepts Franchisee's proposed site, Franchisor will designate, in its sole determination based on any and all factors that Franchisor determines to be important, an area around the Authorized Location (the "Designated Territory"). If the Authorized Location and Designated Territory are not identified in Exhibit 1 when this Agreement is signed, Franchisor will, upon its acceptance of Franchisee's proposed site for the Studio, complete and deliver to Franchisee the Authorized Location Addendum attached hereto as Exhibit 2. Franchisee will have 10 days following delivery of the Authorized Location Addendum to execute and return it to Franchisor. If Franchisee rejects the addendum or does not timely sign and return it to Franchisor, Franchisor may, in its discretion, revoke its acceptance of the Authorized Location, in which case, Franchisee must propose and secure Franchisor's acceptance of an alternative site, using the same process, within the remainder of the Site Acceptance Period.

Once it acknowledges its acceptance of the Authorized Location and Designated Territory, Franchisee must thereafter obtain lawful possession of the Authorized Location by lease, purchase or other method and open its Studio in accordance with the conditions and deadlines set forth in this Agreement.

Franchisor will have the right to modify the boundaries of the Designated Territory if (a) Franchisee relocates its Studio as permitted under this Agreement, or (b) at the time of any request for grant of a successor franchise or proposed Transfer (defined below), the population of the Designated Territory is over 15,000, with said modifications designed to afford Franchisee with a territory that contains a population that is similar to that contained within the original Designated Territory.

1.3 **Exclusivity for Designated Territory.** As long as Franchisee is in compliance with this Agreement and except as described in Section 1.4 below, Franchisor will not operate, or grant a license to a third-party to operate, during the Term, a BFT Studio located within the Designated Territory.

1.4 **Rights Reserved to Franchisor.** For the avoidance of doubt, Franchisor reserves for itself and its affiliates all rights not expressly granted to Franchisee in this Agreement and the right to do all things that Franchisor does not expressly agree in this Agreement not to do, in each case, without regard to proximity to the Studio and without any compensation to Franchisee, and on such terms and conditions as Franchisor deems appropriate. Without limitation, Franchisor and its affiliates may, themselves or through authorized third-parties (and Franchisee is not granted the right to): (a) open and operate, and license third-parties the right to open or operate, other BFT Studios utilizing the Marks and System outside the Designated Territory;

(b) market, offer and sell products and services similar to those offered by BFT Studios (such as private label products that Franchisor may develop and the Pre-Opening Instructor Training (as defined in Section 5.5)) under a different trademark or trademarks at any location, both within or outside the Designated Territory; (c) use the Marks and System, as well as any other marks Franchisor may designate, to distribute Approved Products and/or Approved Services through alternate channels of distribution, including without limitation, via the Internet and other e-commerce channels, catalog sales, direct mail or wholesale, anywhere either within or outside the Designated Territory; (d) acquire, or be acquired by, or merge with, any company, including a company operating or licensing one or more businesses offering products or services similar to those offered by any BFT Studio located within or outside the Designated Territory, and subsequently operate (or license a third-party the right to operate) these businesses and allow them to incorporate certain elements of the System (excluding the Marks and Trade Dress) regardless of location; (e) develop or become associated with and engage in other businesses, including other fitness concepts and systems, and/or award franchises under such other concepts for locations anywhere, including inside and outside of the Designated Territory; (f) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited by this Agreement; and (g) open and operate, or license third-parties the right to open or operate, BFT Studios at "Non-Traditional Sites" both within and outside the Designated Territory. A "Non-Traditional Site" is any location that is situated within or as part of a larger venue or facility and, as a result, is likely to draw the predominance of its customers from those persons who are using or attending events in the larger venue or facility (for example, "big box" gyms and/or fitness facilities, cruise ships, military bases, shopping malls, airports, sports facilities and stadiums, industrial or office complexes, hotels, train stations and other transportation facilities, travel plazas, casinos, hospitals, theme parks, convention centers, colleges/universities, multi-unit residential properties, and other similar captive market locations).

2. ACCEPTANCE BY FRANCHISEE

2.1 **Acceptance by Franchisee.** Franchisee accepts this Agreement and the license granted herein and agrees to develop and operate the Studio on the terms and conditions specified herein. Franchisee agrees to comply with all System Standards (as defined in Section 2.2.E), as they may be revised as provided herein, in developing and operating its Studio. Franchisee (or, if Franchisee is an entity, one of its Operating Principals (as defined in Section 5.5)) and its Designated Manager (as defined in Section 5.5.A of this Agreement) must attend and complete the appropriate initial training to Franchisor's satisfaction, as set forth in Section 6.2 of this Agreement.

2.2 **Conditions.** The rights being licensed herein are subject, without limitation, to the following conditions:

A. The Studio shall be identified only by those Marks approved in writing by Franchisor with at least one exterior sign as designated by Franchisor;

B. If Franchisee is not a natural person, then concurrently, with the signing of this Agreement, any person who directly or indirectly owns a ten percent (10%) or greater ownership interest in Franchisee (the "Owners") and each Owner's spouse (if applicable) must sign and deliver to Franchisor the Guarantee, Indemnification, and Acknowledgment attached as Exhibit 3 hereto (a "Guarantee"). Any person or entity that at any time after the Effective Date becomes an Owner, pursuant to Section 14 or otherwise, shall, as a condition of becoming an Owner, execute and deliver, and require its spouse (if applicable) to execute and deliver, to Franchisor its then-current form of Guarantee;

C. Franchisee shall submit the proposed lease for the Authorized Location to Franchisor for its written acceptance before Franchisee executes the lease. The lease must contain the provisions outlined

in Franchisor's then-current form of lease addendum, the current form of which is attached as Exhibit 4, or substantially similar provisions acceptable to Franchisor ("Lease Addendum");

D. Subject to Applicable Laws (defined below), Franchisee must execute a written premises lease agreement accepted by Franchisor for the Authorized Location no later than six (6) months after the execution of this Agreement (the "Lease Execution Deadline"), and Franchisee must, with Franchisor's written approval, open the Studio's doors to the general public for participation in regular classes in the physical premises of the Studio (the "Soft Opening") no later than fifteen (15) months after the execution of this Agreement (the "Opening Deadline"); and

E. Franchisee agrees at all times to comply with the Learning Management System (as defined in Section 6.3 below), and all required standards, operating systems, and other aspects of the System prescribed by Franchisor (the "System Standards"), each of which is subject to change at Franchisor's discretion.

3. TERM AND SUCCESSOR FRANCHISE

3.1 **Term.** The term of this Agreement shall be for a period of ten (10) years beginning on the Effective Date, unless sooner terminated under Section 15 (the "Term").

3.2 **Successor Franchise.** Subject to this Section, Franchisee will be eligible to acquire one (1) separate and consecutive successor franchise for an additional ten (10) year term (a "Successor Franchise"). To acquire the Successor Franchise:

A. Prior to expiration of the Term, Franchisee shall execute Franchisor's then-current form of franchise agreement for BFT Studios, modified as necessary to reflect that the franchise granted therein is a Successor Franchise (the "Successor Franchise Agreement"). The provisions of the Successor Franchise Agreement may differ from and shall supersede this Agreement in all respects, including changes in royalty and advertising fees, except that Franchisee shall pay the Successor Franchise Fee (as defined in Section 3.2.F below) instead of the Initial Franchise Fee (as defined in Section 5.1 below). Franchisee's failure or refusal to execute and return the Successor Franchise Agreement and Successor Franchise Fee to Franchisor within thirty (30) days after delivery of the Successor Franchise Agreement to Franchisee shall constitute Franchisee's election not to acquire the Successor Franchise;

B. Franchisee shall demonstrate that it has the right to remain in possession of the Authorized Location for the duration of the term of the Successor Franchise, or that it has been able to secure and develop an alternative site acceptable to Franchisor;

C. In consideration of the grant of the Successor Franchise, Franchisee shall execute a general release in the form and substance satisfactory to Franchisor, releasing any and all claims Franchisee and its related parties may have against Franchisor and its affiliates, and their respective owners, officers, directors, employees, agents, successors and assigns;

D. Franchisee shall have completed, at Franchisee's expense, such renovation and modernization of its Studio, including the interior and exterior of the building, grounds, leasehold improvements, signs, furnishings, fixtures, equipment, surveillance cameras, and decor as Franchisor reasonably requires so the Studio conforms with the then-current System Standards;

E. During the Term, Franchisee shall have substantially complied with all of the provisions of this Agreement and all other agreements with Franchisor and vendors to the Studio, and Franchisee and

its affiliates shall be in compliance with this Agreement and all other agreements between them and Franchisor both on the date of the notice described in Section 3.2.G below and at the expiration of the Term;

F. Franchisee shall pay Franchisor a successor franchise fee in the amount of $10,000 (the "Successor Franchise Fee"); and

G. Franchisee shall have given Franchisor written notice of its desire to acquire the Successor Franchise no less than 90 days or more than 180 days before expiration of the Term.

3.3 **Holdover.** If, in its discretion and without seeking to enforce Franchisee's post-term obligations set forth in Section 15.3 of this Agreement, Franchisor suffers Franchisee's continued operation of its Studio pursuant to this Agreement beyond the expiration of the Term, such continuance of operations shall be deemed to be Franchisee's election to extend the Term on a month-to-month basis (the "Interim Period") and, in addition to all other rights Franchisor may have as a result of Franchisee's noncompliance with this Agreement, Franchisor may terminate this Agreement during the Interim Period in accordance with Section 15.1(A) and Section 15.1(B) below or, without any cause or reason, upon 30 days' prior written notice. The Interim Period shall be considered part of the Term. However, if Franchisee is granted a Successor Franchise, the term of the Successor Franchise Agreement will be deemed to have begun upon expiration of the Term of this Agreement, rather than the Interim Period. If Franchisor allows for an Interim Period, Franchisee must comply with all of its obligations under this Agreement during the Interim Period; provided, however, upon the commencement of the Interim Period, Franchisee (i) will be required to pay the then-current Royalty Fee (as defined in Section 5.2 of this Agreement), then-current Fund Contributions (as defined in Section 5.6 of this Agreement), and all other then-current fees required to be paid by franchisees, and (ii) must deliver an executed general release in the form and substance satisfactory to Franchisor, releasing any and all claims Franchisee and its related parties may have against Franchisor and its affiliates, and their respective owners, officers, directors, employees, agents, successors and assigns. By accepting any then-current fees, Franchisor does not waive any of its rights and remedies under this Agreement, including the right to terminate this Agreement.

4. TRADEMARK STANDARDS

4.1 **Ownership of Marks.** Franchisee acknowledges the validity of the Marks and agrees and recognizes that the Marks are the sole and exclusive property of Franchisor and/or its affiliates. Franchisee further acknowledges that its right to use the Marks and System is derived solely from this Agreement and is limited to the operation of the Studio pursuant to and in compliance with this Agreement. Any unauthorized use of the Marks by Franchisee shall be a breach of this Agreement and an infringement of the rights of Franchisor and its affiliates. Franchisee's use of the Marks inures to the benefit of Franchisor, which owns all goodwill now and hereafter associated with the Marks. Franchisee agrees not to contest ownership or registration of the Marks. Franchisor agrees to indemnify Franchisee from any claims, costs or fees associated with Franchisee's authorized use of the Marks in accordance with this Agreement, subject to the requirement that Franchisor be immediately notified of any third-party challenge to Franchisee's authorized use of any Mark under this Agreement, and Franchisor has the right to control any related dispute or proceeding.

4.2 **Use of Marks.** Franchisee shall not use any Mark (i) as part of any corporate or business name with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, or (ii) to advertise any prospective Transfer that would require Franchisor's approval under Section 14 of this Agreement. Franchisee shall display and use the Marks only in the manner and form prescribed or authorized by Franchisor and shall conduct no other business using the Marks other than that prescribed by Franchisor. Franchisee shall not use any other mark, name, commercial symbol or logotype in connection with the operation of the Studio and shall not market any product or service relating to the Studio without

Franchisor's written consent, and if such consent is granted, such product or service must be marketed in a manner acceptable to Franchisor.

Franchisee agrees to give such notices of trademark and service mark registrations and copyrights (including the ® and © symbols) as Franchisor specifies and to obtain such fictitious or assumed name registrations as may be required under Applicable Laws.

4.3 **Notification of Infringement.** Franchisee agrees to notify Franchisor immediately in writing if it becomes aware that any person who is not a licensee of Franchisor is using or infringing upon any of the Marks. Franchisee may not communicate with any person other than Franchisor and its counsel in connection with any such use or infringement. Franchisor will have discretion to determine what steps, if any, are to be taken in any instance of unauthorized use or infringement of any of its Marks and will have complete control of any litigation or settlement in connection with any claim of an infringement or unfair competition or unauthorized use with respect to the Marks. Franchisee will execute any and all instruments and documents and will assist and cooperate with any suit or other action undertaken by Franchisor with respect to such unauthorized use or infringement such as by giving testimony or furnishing documents or other evidence. Franchisor will be responsible for legal expenses incurred by Franchisor in connection with any litigation or other legal proceeding involving such third-party. Franchisor shall not be liable for any legal expenses of Franchisee unless (a) pre-approved in writing by Franchisor in its discretion, and (b) the action proceeds or arises out of Franchisee's authorized use of the Marks hereunder.

4.4 **Modification, Discontinuance or Substitution.** Franchisor reserves the right, in its sole judgment, to modify, discontinue or replace any Mark on a national or regional basis, and Franchisee shall, as applicable and at its expense, immediately discontinue use of any Mark and commence using any modified or replacement Mark as directed by Franchisor. Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's discontinuance or change of any Mark.

5. FEES

5.1 **Initial Franchise Fee.** On its signing of this Agreement, Franchisee agrees to pay Franchisor an initial franchise fee in the sum of Sixty Thousand Dollars ($60,000) for the right to operate the Studio pursuant to the terms of this Agreement (the "Initial Franchise Fee"). The Initial Franchise Fee shall be fully earned by Franchisor upon payment and is not refundable under any circumstance.

5.2 **Royalty Fee.** Throughout the Term, Franchisee agrees to pay Franchisor, weekly, without setoff, credit or deduction of any nature, a royalty fee equal to seven percent (7%) of the Gross Sales (as that term is defined in Section 5.3, below) generated by the Studio over the immediately preceding week (the "Royalty" or "Royalty Fee").

5.3 **Gross Sales.** "Gross Sales" means the total revenue, in whatever form, generated by the Studio, whether or not in compliance with this Agreement and regardless of receipt, including all revenue generated from the sale and provision of any and all gift cards and other products and services at or through the Studio and all proceeds from any business interruption insurance related to the non-operation of the Studio. "Gross Sales" does not include (a) any sales tax and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, or (b) the value of any allowance issued or granted to any client of the Studio that is credited in good faith by Franchisee in full or partial satisfaction of the price of the Approved Products or Approved Services offered in connection with the Studio.

5.4 **Fitness Equipment & Initial FF&E Package; Pre-Sales and Soft Opening Retail Inventory Kit; Pre-Sales Phase Expenditures; POS/Inventory System.**

A. Prior to the Studio's Soft Opening, Franchisee must purchase or lease the Fitness Equipment & Initial FF&E Package (as defined below) and opening retail inventory comprised of certain branded and inventory that may be resold at the Studio (the "Pre-Sales and Soft Opening Retail Inventory Kit") from Franchisor's approved supplier(s). The "Fitness Equipment & Initial FF&E Package" includes: a Studio fixture package (comprised of a millwork bundle (front desk, slatwall, cubbies, boxing glove wall), millwork accessories and other related supplies); (ii) the package of fitness equipment and other operational equipment Franchisor designates to be used in Studios (bag rig, punching bags, benches) and smaller pieces of related exercise equipment (e.g. dumbbells, brass knuckles); (iii) other items related to the outfitting and design and buildout of the Studio; and (iv) the installation and shipping costs for the foregoing items. Throughout the Term, Franchisee will be responsible for (i) maintaining and/or replacing the exercise equipment, furniture, fixtures, other equipment, and related supplies used in connection with the Studio; and (ii) maintaining certain levels of inventory with respect to those items comprising the Pre-Sales and Soft Opening Retail Inventory Kit, as set forth more fully in this Agreement.

B. As part of the Pre-Sales and Soft Opening Retail Inventory Kit, Franchisee will acquire and must utilize certain pre-sales start-up package materials in coordination with the pre-opening sales plan that Franchisee is required to commence conducting at least sixty (60) days prior to the Studio's Soft Opening (the "Pre-Sales Phase"). Franchisee agrees and acknowledges that Franchisee must: (i) develop the foregoing plan in coordination with the opening support program designated by Franchisor that is designed to generate prospective Studio clientele and members and otherwise promote the Studio prior to the Soft Opening (the "Opening Support Program"); (ii) obtain Franchisor's prior approval of the plan and all Pre-Sales Phase activities; and (iii) incur and promptly pay all fees and costs associated with the Opening Support Program and other Pre-Sales Phase activities as and when such amounts become due.

C. Franchisee further agrees to install at its expense and use the membership accounting, cost control, point-of-sale system and inventory control systems (the "POS/Inventory System") through the supplier Franchisor designates. The designated, or approved, supplier(s) for these services will be updated in the Learning Management System as changes are made. Throughout the Term, Franchisee will also be required to pay Franchisor's then-current designated provider for the software that Franchisor prescribes for use in connection with the Studio and the POS/Inventory System, which may be modified upon reasonable written notice to Franchisee.

5.5 **Training Programs and Fees.** The Parties agree and acknowledge that: (i) Franchisee or, if Franchisee is an entity, at least one (1) of Franchisee's operating principals (an "Operating Principal") must complete the "Owner/Operator Module" and Franchisor's proprietary initial training program (the "Initial Training Program"), as described in more detail in the Learning Management System; and (ii) each instructor that Franchisee engages to provide any of the Approved Services at its Studio must complete Franchisor's proprietary training program that is designed to provide instructors with additional guidelines and instruction for providing the Approved Services in accordance with the System (the "Pre-Opening Instructor Training"). Franchisor may, at its option, conduct any training program virtually via live or prerecorded modules. Fees for attendance and participation in a training program (each a "Training Fee") may be assessed as described below.

A. *Initial Training Program; Owner/Operator Training*. Except as provided below, Franchisee will not be required to pay any Training Fee or tuition in connection with individuals that attend the Initial Training Program prior to the Studio's Soft Opening, provided such individuals all attend at the same time. For those individuals that wish to complete the Initial Training Program at a time other than when Franchisee (or, if applicable, its Operating Principal) attends the Initial Training Program, Franchisor

may charge such individuals its then-current Training Fee. Franchisee may also designate a third-party individual that Franchisor approves to manage the day-to-day operations of the Studio (a "Designated Manager"), but any such individual must at least complete the Designated Manager Module of the Initial Training Program prior to assuming any management responsibilities at the Studio (with Franchisee paying the Training Fees associated therewith, if any). If Franchisee is acquiring and assuming an existing BFT Studio from another System franchisee, it will be required to pay Franchisor's then-current Training Fee for persons required to attend Franchisor's Initial Training Program as necessary to satisfy the requirements of this Section.

B. *Designated Manager; Designated Manager Training Program*. If Franchisee (or one of its Operating Principals) is not or does not intend to be on-site at the Studio during normal business hours to manage the day-to-day operations of its Studio (including, for example, where Franchisee owns or is affiliated with owners of multiple open BFT Studios), then Franchisee must appoint a "Designated Manager" for the Studio who will be responsible for the day-to-day operation of, and only for, the Studio. Each Designated Manager must attend and complete, to Franchisor's satisfaction, Franchisor's designated manager training program prior to assuming the Designated Manager responsibilities (the "Designated Manager Training Program"). Franchisor does not charge a Training Fee for Franchisee's initial Designated Manager's participation in the Designated Manager Training Program.

C. *Pre-Opening Instructor Training for Initial and Subsequent Instructors*. Every instructor that provides any of the Approved Services at Franchisee's Studio must, prior to providing such instruction, complete the Pre-Opening Instructor Training and related testing, as described in the Learning Management System. The Pre-Opening Instructor Training will typically be provided (a) virtually, (b) on-site at a BFT Studio that is owned by another franchisee, or (c) at the Studio of one of Franchisor's affiliates; however, at least a portion of the Pre-Opening Instructor Training designed to provide individuals with guidelines and information on how to provide the Approved Services in accordance with Franchisor's current System Standards will be held virtually (the "Fundamentals Training Program"). In the event that an instructor completes the Pre-Opening Instructor Training on-site at a BFT Studio, Franchisor reserves the right to review the instructor's testing results before approving that individual to provide Approved Services from the Studio. Franchisor will assess a Training Fee for each trainee for participation in the Pre-Opening Instructor Training, and Franchisor may increase the Training Fee by ten percent (10%) annually. Franchisee will cover the related costs and expenses associated with all personnel attending and completing the Pre-Opening Instructor Training, including the Fundamentals Training Program. An instructor that has completed the Pre-Opening Instructor Training in its entirety and is authorized to provide Approved Services at Franchisee's Studio is considered an "Authorized Instructor."

The Fundamentals Training Program is provided virtually to Franchisee and the individuals that attend the Pre-Opening Instructor Training. During such Pre-Opening Instructor Training, Franchisee will be pay Franchisor's then-current fee for Pre-Opening Instructor Training, which shall cover as many trainees as Franchisee is able to hire prior to Franchisor conducting the Pre-Opening Instructor Training, plus reasonable costs and expenses for the attendance of a head coach provided by Franchisor. Franchisee will also pay Franchisor's then-current fee for the Fundamentals Training Program, which is assessed per trainee, following the opening of the Studio.

Following the opening of the BFT Studio, if any new or additional Authorized Instructors are hired, they will complete the Pre-Opening Instructor Training with a Head Coach, as opposed to a head coach provided by Franchisor. The Fundamentals Training Program will continue to be provided virtually.

D. *Ongoing/Refresher and Other Additional Training*. Franchisor may provide or request that Franchisee and certain of its management personnel attend and complete up to five (5) days of

additional/refresher training each year, but Franchisor will not charge Franchisee a Training Fee in connection with such required training.

E. *No Training Fee for Minor, Day-to-Day Assistance*. Franchisor will not charge Franchisee a Training Fee in connection with minor, day-to-day assistance that Franchisor provides remotely over the phone, via email/fax or other electronic channel of communication, which Franchisee understands and acknowledges will be provided subject to the availability of Franchisor's personnel.

F. *Costs and Expenses*. Franchisor will not, under any circumstances, be responsible for, and the indemnities provided in Section 11.2 shall apply to, costs and expenses (including wages, benefits, and travel-related expenses) incurred by or owed to Franchisee or its personnel in or as a result of attending or participating in any training program described in this Agreement or otherwise provided by Franchisor or its designee.

G. *Training Fee for Certain Training*. Franchisor may charge its then-current Training Fee in connection with training that (a) Franchisee requests Franchisor provide (other than in connection with Pre-Opening Instructor Training that is provided by Franchisor personnel at Franchisor's headquarters), or (b) Franchisor provides on-site at Franchisee's Studio.

5.6 **Fund Contribution.** Franchisor (and its affiliates) have established a creative brand development fund to promote the System, Marks and brand with which the Studio is associated generally (the "Fund"). Franchisee shall contribute to the Fund, as directed by Franchisor from time to time, two percent (2%) of the Gross Sales of its Studio (the "Fund Contribution"), commencing once the Studio starts generating revenue from its business operations. The Fund Contribution will typically be paid in the same manner and at the same interval that the Royalty Fee is collected (based on the Gross Sales of the Studio over the immediately preceding reporting period). Franchisor has the right, at any time and on notice to Franchisee, to change the amount of the Fund Contribution in accordance with Section 9.1 below.

5.7 **Technology Fee.** Franchisor may charge Franchisee a recurring technology fee, the amount of which may change from time to time during the Term, in Franchisor's discretion, to pay for certain aspects of Franchisee's computer system and/or software used in the operation of the Studio ("Technology Fee"). Franchisor reserves the right to designate and/or change the amount, scope, interval, or manner of payment of the Technology Fee, including the party to whom payment is made, at any time upon providing reasonable written notice to Franchisee; provided, however , Franchisor will not increase the Technology Fee by more than ten percent (10%) annually. The Technology Fee may be collected by Franchisor at the same time as the Royalty Fees due hereunder.

5.8 **Music Licensing Fee.** Franchisor may charge Franchisee its then-current music licensing fee (the "Music Licensing Fee") as consideration for costs incurred in connection with obtaining licensing rights to music and playlists Franchisee will use in connection with the provision of Approved Services at the Studio.

5.9 **Other Amounts Due in Connection with the Studio.** Franchisee will also be responsible for timely payment of any other required fees or amounts necessary to purchase ongoing marketing materials, inventory, supplies and/or other items from Franchisor, its affiliates or other third-party suppliers as described in this Agreement.

5.10 **Electronic Transfer; Right to Modify Collection Interval.**

A. Franchisor reserves the right to determine, from time to time, the frequency, intervals covered, and manner in which amounts owed to it or its affiliates must be paid. Currently all such amounts (including fees, interest, and other payments required under this Agreement) must be paid via automatic

debit from Franchisee's point-of-sale operating account administered by the designated supplier of point-of-sale services on a weekly basis throughout the Term, subject to modification on reasonable written notice.

B. All amounts due to Franchisor or its affiliates for the purchase of products, services or otherwise are due upon receipt of an invoice from Franchisor or such affiliate. Any payment or report not actually received by Franchisor or its affiliates on or before the due date is overdue.

C. Franchisee agrees to complete and execute Franchisor's then-current form of "Electronic Funds Transfer Agreement" and any other form, including, without limitation, an "Electronic Debit Authorization" for the purpose of authorizing an electronic debit, and to submit any information required by Franchisor for such authorization. Such authorization must remain in effect throughout the Term and, following expiration or termination of this Agreement, until all amounts owed to Franchisor and its affiliates have been paid.

D. Franchisee is required to use only the POS/Inventory System provided by the designated supplier and will pay the designated provider directly for all fees associated with the use of the designated provider's software. Franchisee is not allowed to use an unapproved external terminal to process transactions.

5.11 **Interest and Late Charges.** Amounts due to Franchisor (except interest on unpaid amounts due) not paid when due shall bear interest from the date due until paid at the lesser of one and one-half percent (1.5%) per month or the highest rate of interest allowed by law. Franchisor may also recover its reasonable attorneys' fees, costs and other expenses incurred in collecting amounts owed by Franchisee.

6. FRANCHISOR SERVICES

In addition to the services described elsewhere in this Agreement, Franchisor will do the following:

6.1 **General Guidance for Opening.** Franchisor shall consult and advise Franchisee on the proper display of the Marks, layout and design, procurement of fitness and other equipment (such as weights, cardio equipment, heart monitors, and mats), furniture, fixtures, initial inventories, managing construction or remodeling of the Studio, and certain other items related to the development and operation of BFT Studios. After Franchisee has executed an accepted lease for the Authorized Location, Franchisor shall deliver to Franchisee specifications and standards for building, equipment, furnishings, fixtures, layout, design and signs relating to the Authorized Location and shall provide reasonable consultation in connection with the development of the Studio. Franchisee's architect is responsible for proposing changes to the layout, design and construction specifications provided by Franchisor as necessary to meet applicable legal requirements and to adapt for unique physical characteristics of the Authorized Location, but Franchisee agrees that no such changes, alterations or modifications whatsoever to Franchisor's selected layout and design specifications will be implemented without Franchisor's prior written consent.

6.2 **Training-Related Programs and Obligations.** Franchisor will provide the training programs described in Section 5.5 and below, and Franchisee must, at all times during the Term, be in compliance with all training obligations described in Section 5.5 and set forth below.

A. *Initial Training Program; Designated Manager Training Program*. All persons required to complete the Owner/Operator Module, the Designated Manager Training Program and the Pre-Opening Instructor Training must do so prior to engaging in any activities related to the operation of the Studio. The specifics of each of the foregoing training programs shall be set forth in the Learning Management System. All such training is conducted, at Franchisor's option, at Franchisor's corporate headquarters or another

training facility Franchisor designates. At Franchisee's option, one (1) or more other individuals that will be responsible for providing the Approved Services at the Studio must participate and complete Pre-Opening Instructor Training. If any of the individuals described in this Section and Section 5.5 fail to successfully complete the applicable training required by this Section and Section 5.5 before the time Franchisee is required to conduct the Studio's Soft Opening, Franchisor may terminate this Agreement.

B. *Pre-Opening Instructor Training*. Any individual that wishes to provide fitness instruction or any of the other Approved Services at the Studio must first complete the Pre-Opening Instructor Training (either as part of the Initial Training Program or at some point thereafter via the instruction materials and test that is part of the System Standards). Franchisor may, in addition to exercising any of its other rights under this Agreement, terminate this Agreement upon written notice to Franchisee if Franchisee permits the Approved Services to be provided by any individual that does not first complete the Pre-Opening Instructor Training. If Franchisee fails to comply with the foregoing (or any other material obligation under this Agreement), Franchisor reserves the right to charge Franchisee its then-current non-compliance fee ("Non-Compliance Fee") in each instance. The Studio must have at least one (1) individual that has completed the Pre-Opening Instructor Training on-site at the Studio at all times when any Approved Services are being provided. Franchisee must otherwise ensure that: (i) any Pre-Opening Instructor Training held at the Studio is performed in accordance with System Standards; (ii) any individual that participates in the Pre-Opening Instructor Training, successfully completes that program, and passes any test that is provided in connection with the program; and (iii) no personnel provides fitness instruction or other Approved Services at the Studio unless and until such personnel successfully completes the Pre-Opening Instructor Training and passes the corresponding test. Franchisee agrees that Franchisor, as part of its right to inspect and audit the operations of the Studio on an ongoing basis, may require that Franchisee demonstrate that all required personnel has participated in and successfully completed the Pre-Opening Instructor Training and corresponding test.

C. *Head Coaching*. In the event Franchisee wishes to have one (1) of the Studio's Authorized Instructors provide the Pre-Opening Instructor Training at the Studio to prospective instructors as part of the Approved Services, then that Authorized Instructor must attend and complete the "Head Coach" course provided by Franchisor's head coach designed to provide the Authorized Instructor with additional instruction necessary for that individual to become a head coach that can provide the Pre-Opening Instructor Training (each, a "Head Coach"). Franchisor is not obligated to approve any Franchisee request to send a given Authorized Instructor to Head Coaching, and Franchisee must: (i) not be in default of any provision of this Agreement as a condition to Franchisor's approval of such a request; and (ii) pay Franchisor its then-current Training Fee in connection with any Head Coaching provided (the "Head Coaching Fee").

D. *Discretionary On-Site Assistance*. For the Studio's Soft Opening, Franchisor may send one (1) or more representatives to the Studio to (i) provide assistance and recommendations regarding the opening and initial operations of the Studio, and/or (ii) provide additional or refresher training associated with the Initial Training Program and/or the Pre-Opening Instructor Training, all as Franchisor determines appropriate in its discretion (collectively, the "Discretionary On-Site Assistance"). In the event Franchisor notifies Franchisee that it will be providing the Discretionary On-Site Assistance, such assistance typically lasts one (1) to two (2) days and Franchisee must ensure that Franchisee (or its Operating Principal) and all other management personnel are in attendance at the Studio during those days.

E. *Ongoing/Refresher Training*. Franchisor may provide, and require that Franchisee, as well as any of its management personnel attend, up to five (5) days of additional training each year at a training facility that Franchisor designates (without charging Franchisee any Training Fee as described in Section 5.5 of this Agreement). Franchisee may also request that Franchisor provide certain additional or refresher training to Franchisee, either at one (1) of Franchisor's designated training facilities or on-site at

Franchisee's Studio, but Franchisor reserves the right to charge Franchisee its then-current Training Fee based on the number of days of such training that Franchisor provides at Franchisee's request.

F. *Remedial Training*. If Franchisor determines that Franchisee is operating the Studio in a manner that is not consistent with the terms of this Agreement or the Learning Management System, or if Franchisee is otherwise in material default of this Agreement, Franchisor may also require that Franchisee, its Designated Manager (if applicable) and/or certain Authorized Instructors of the Studio attend and complete up to five (5) additional days of training at (a) Franchisor's designated training facility, (b) the Studio, or (c) other location Franchisor designates, that is designed to address the default or other non-compliance issue (the "Remedial Training"). Franchisor may require Franchisee and its designated trainees to pay Franchisor its then-current Training Fee in connection with attending Remedial Training.

6.3 **Learning Management System.** During the Term, Franchisor will grant Franchisee access to its confidential online learning management platform, which includes electronic versions of manuals and written policies and procedures related to the development and operation of BFT Studios (collectively, the "Learning Management System"). The Learning Management System is anticipated to codify then-current specifications, standards and operating procedures prescribed or suggested by Franchisor. Franchisee acknowledges that Franchisor may from time to time revise its System Standards as well as the contents of the Learning Management System (including by written memoranda and notices issued to owners of BFT Studios), and Franchisee agrees to comply with each new or changed standard and specification upon notice from Franchisor. The Learning Management System shall remain the sole property of Franchisor and is part of, and subject to the requirements applicable to, Franchisor's Confidential Information (as defined in Section 12.1). If Franchisee, intentionally or otherwise through its gross negligence, compromises the secure access to the Learning Management System (or any printed copies of the contents thereto), including, but not limited to, allowing unauthorized users access to the Learning Management System and its confidential contents or intentionally posting any of the Confidential Information on the Internet, Franchisee acknowledges that it will be required to adequately compensate Franchisor for the breach and related damage to the Marks and System, and that any limitation of remedies provided in Sections 16.4 and 16.7 below shall not limit Franchisor's remedy or relief in the foregoing instance(s).

6.4 **Continuing Services.** Franchisor will provide such continuing advisory assistance and information to Franchisee in the development and operation of the Studio as Franchisor deems advisable in its discretion. Such assistance may be provided, in Franchisor's discretion, by Franchisor's directives, System bulletins, meetings and seminars, telephone, computer, e-mail, fax, personal visits, newsletters or manuals.

6.5 **Approved Lists.** Franchisor will provide and from time to time, add to, alter or delete, at Franchisor's discretion, lists of specifications, approved distributors and suppliers, approved services and products, including, but not limited to, fitness equipment and gear, and other materials and supplies used in the operation of the Studio. Franchisor, or an affiliate of Franchisor, may be a designated, approved, or sole supplier of certain equipment, gear, merchandise, apparel and supplies.

6.6 **Pricing.** The System has developed a reputation that is based in part on affordable prices for fitness classes offered by BFT Studios operating as part of the System. To promote a consistent consumer experience, and to maximize the value of the products and services Studios offer, Franchisor may, subject to Applicable Laws, require fixed maximum or minimum prices for any products or services offered by the System and Franchisee. Franchisee is obligated to abide by the pricing established by Franchisor from time to time, unless Franchisor consents to changes in local pricing offered by Franchisee in order to (i) allow Franchisee to respond to unique, local, marketing conditions, competition, or expenses; or (ii) comply with changes or interpretations in state or federal anti-trust laws. Consistent with state or federal law, Franchisor reserves the right to change or eliminate its pricing program in the future, or to move from a required to recommended pricing structure. For any product or service for which Franchisor does not

impose a maximum or minimum price, Franchisor may require Franchisee to comply with an advertising policy adopted by Franchisor which will prohibit Franchisee from advertising any price for a product or service that is different than Franchisor's suggested retail price. Although Franchisee must comply with Franchisor's advertising policy, Franchisee will not be prohibited from selling any product or service at a price above or below the suggested retail price unless Franchisor imposes a maximum price or minimum price for such product or service.

6.7 **Fund.** As detailed in Section 9.1 of this Agreement, the Fund is currently maintained and administered by Franchisor (or its affiliates), with the advice and counsel of a Fund advisory committee, to meet the costs of conducting regional and national advertising and promotional activities (including the cost of advertising campaigns, test marketing, marketing surveys, public relations activities and marketing materials) which Franchisor and the Fund advisory committee deem beneficial to the System.

6.8 **Approving Opening Support Program.** Franchisor and/or its approved provider will provide Franchisee with advice and consultation with respect to establishing the Pre-Sales Phase and Opening Support Program described in Section 5.4 above. The components of Franchisee's Opening Support Program must be approved by Franchisor prior to implementation, including the relevant timelines for certain initial sales and marketing activities.

6.9 **Branded Emails.** Franchisor reserves the right to require Franchisee to use an email address associated with Franchisor's registered domain name in connection with the operation of the Studio. If Franchisor requires Franchisee to obtain and use such an email address, Franchisee must do so according to System Standards. Franchisee acknowledges and agrees that Franchisor will have unrestricted access to all such email accounts and all document, data, materials, and messages shared from or by such accounts. Franchisor may deactivate any such account or limit Franchisee's or its users' access to it at any time. Franchisee acknowledges and agrees that it will use such email address only in connection with the operation of the Studio and in compliance with all Applicable Laws. Franchisee agrees to indemnify Franchisor and its affiliates for claims arising from Franchisee's unlawful use of such email address.

7. FACILITY STANDARDS, LEASE AND CONSTRUCTION

7.1 **Facility Specifications.** Franchisee's Studio shall satisfy the following conditions:

A. The Studio shall be laid out, designed, constructed or improved, equipped and furnished in accordance with the System Standards. Equipment, furnishings, fixtures, décor and signs for the Studio shall be purchased from suppliers approved or designated by Franchisor. Franchisee may remodel or alter the Studio, or change its equipment, furniture or fixtures, only with Franchisor's prior written consent. Franchisee must obtain necessary permits, licenses and other legal or architectural requirements. The Studio shall contain or display only signage that has been specifically approved or designed by Franchisor.

B. The Studio and all fitness equipment shall, at all times, be maintained in accordance with the System Standards. Franchisee shall promptly repair or replace defective or obsolete equipment, signage, fixtures or any other item of the interior or exterior that is in need of repair, refurbishing or redecorating in accordance with such standards established (and updated from time to time) by Franchisor or as may be required by Franchisee's lease.

C. Franchisee recognizes that Franchisor may, in its discretion, evolve the System and the features and appearance of BFT Studios to, among other things, respond to new fads, new forms of exercise, new equipment, new training techniques, and changing customer demands. Franchisee further understands that fitness equipment and other equipment wears out, breaks down, or becomes obsolete. Consequently, from time to time, as Franchisor requires, Franchisee must modernize and/or replace components of the

Trade Dress and Studio's operating assets and equipment as may be necessary for the Studio to conform to the System Standards for new BFT Studios. Further, Franchisee will be required to thoroughly modernize or remodel the Studio, at Franchisee's cost, when requested by Franchisor, but no more than once every 5 years. This may include replacing fitness equipment and gear, and other updates and improvements. Franchisee acknowledges that this obligation could result in Franchisee making extensive structural changes to, and significantly remodeling and renovating the Studio, and Franchisee agrees to incur, without limitation, any capital expenditures required in order to comply with this obligation and Franchisor's requirements. Within 60 days after receiving written notice from Franchisor, Franchisee shall have plans prepared according to the standards and specifications that Franchisor prescribes, and Franchisee must submit those plans to Franchisor for its approval. Franchisee agrees to complete all work according to the plans that Franchisor approves within the time period that Franchisor reasonably specifies and in accordance with this Agreement. Franchisor and its affiliates who own BFT Studios will hold themselves, and the Studios they operate (if any), to the same high standard and same frequency for replacement and renovation as is required of Franchisee.

D. The Studio shall contain signage prominently identifying Franchisee by name as an independently owned and operated franchisee of Franchisor.

E. Franchisor may require that Franchisee install and operate a surveillance camera with audio at the premises of the Studio to help monitor instructor performance, quality assurance and safety. Franchisee is responsible for complying with all Applicable Laws in connection with the use of the surveillance camera. Franchisee acknowledges and agrees that its indemnification obligations under this Agreement include claims arising from or related to any breaches of privacy from Franchisee's use of any surveillance camera.

F. Franchisee must offer, accept the use of, and ensure that it and the Studio's personnel are aware of all then-current System policies and procedures related to member reciprocity amongst (a) other Studios that are part of the System, and/or (b) studios operated as part of the franchise systems in connection with the other brands owned and/or licensed by Franchisor and its affiliates.

7.2 **Lease.** Franchisee is solely responsible for purchasing or leasing a suitable site for its Studio. Franchisee must submit the lease for the Studio to Franchisor for its written acceptance before Franchisee executes the lease for the Authorized Location. Franchisor will not withhold its acceptance of the lease arbitrarily; however, any lease must be subject to the applicable Lease Addendum or incorporate similar terms. Franchisor's acceptance of the lease for the Studio will be for Franchisor's own purposes, and Franchisor's makes no representation or warranty as to the quality or suitability of the lease or its terms for Franchisee's purposes. Franchisee acknowledges that it has been advised to have any lease reviewed by Franchisee's own legal counsel.

7.3 **Unit Development.** Franchisee agrees that after obtaining possession of the Authorized Location, Franchisee will promptly, at its sole expense:

A. Obtain any standard plans and/or specifications from Franchisor;

B. Engage a qualified licensed architect, as required by state or local codes, to prepare all drawings, designs, plans and specifications for the Studio, and submit same to Franchisor for review and written approval prior to commencing construction;

C. Complete the construction or remodeling of the Studio in full and strict compliance with plans and specifications approved by Franchisor, and in compliance with the Trade Dress and all applicable ordinances, building codes and permit requirements;

D. Purchase or lease, in accordance with the System Standards, all fitness equipment, fixtures, inventory, supplies and signs required for the Studio;

E. Hire and train the initial operating personnel according to this Agreement and the System Standards; and

F. Conduct the Studio's Soft Opening by the Opening Deadline, with Franchisor's approval.

7.4 **Franchisee's Responsibility.** Although Franchisor may provide Franchisee with various standard or sample plans and specifications with respect to constructing and equipping the Studio, it is Franchisee's sole responsibility to construct, equip, and operate the Studio in compliance with all applicable federal, state and local laws and regulations, including, without limitation, all building codes, fire and safety codes, environmental laws, Occupational Safety and Health Administration laws, health laws, sanitation laws, Americans with Disabilities Act, and all other requirements that may be prescribed by any federal, state or local governmental agency ("Applicable Laws"). Franchisee is also responsible for ensuring that Franchisee and the Studio comply with all music licensing laws in connection with any music that Franchisee and/or any staff at the Studio determines to play or use that is not otherwise covered by the Music Licensing Fee. Franchisee further acknowledges and agrees that Franchisee is, and will continue to be, at all times during the Term, solely responsible for the day-to-day operation of the Studio in accordance with this Agreement, including all decisions regarding its personnel (as described in Section 8.3 below), each of whom must be competent, conscientious, and properly trained. Franchisee acknowledges that nothing in this Agreement shall, or may be construed to, create any type of employer or joint employer relationship between (a) Franchisee or any of Franchisee's personnel, and (b) Franchisor in any matter.

8. STUDIO IMAGE AND OPERATING STANDARDS

8.1 **Compliance.** Franchisee acknowledges and agrees that every detail regarding the appearance and operation of its Studio is important to Franchisor, Franchisee, the System and other owners and operators of BFT Studios in order to maintain high and uniform operating standards, to increase demand for the classes sold by all franchisees, and to protect Franchisor's and the System's reputation and goodwill, and, accordingly, Franchisee agrees to comply strictly at all times with the requirements of this Agreement and the System Standards (whether contained in the Learning Management System or any other written or oral communication to Franchisee by Franchisor) relating to the appearance or operation of the Studio. Franchisee acknowledges that other BFT Studios may operate under different forms of agreement with Franchisor, and that the rights and obligations of the Parties to other agreements may differ from those hereunder.

8.2 **Franchisor's Right to Inspect.** To determine whether Franchisee is complying with this Agreement and the System Standards, Franchisor reserves the right, at any reasonable time and without prior notice, and subject to Applicable Laws, to inspect and assess all aspects of the Studio's appearance and operations, including the right to: (1) inspect and examine the Studio premises, fitness equipment, facilities and operation of the Studio in person; (2) interview Franchisee and Franchisee's employees and any independent contractors; (3) interview members and customers of and suppliers to the Studio and any other person with whom Franchisee does business; (4) confer with members and staff of government agencies with authority over Franchisee about matters relevant to the Studio; and (5) use "mystery shoppers," who may pose as customers. Franchisor will bear the costs of all such initial inspections, but it reserves the right to require Franchisee to reimburse it costs (including travel expenses, room and board, employee/representative wages, and related fees) associated with re-inspections or follow-up visits that Franchisor or its designees conduct after any inspection of the Studio reveals one or more failures to comply with System Standards, and/or if any follow-up visit is necessary because Franchisor or its designated representatives were for any reason prevented from properly inspecting any part of the Studio.

8.3 **Personnel.** Franchisee agrees to engage in the operation of the Studio only persons of high character and ability who maintain and exhibit traits of enthusiasm, cleanliness, neatness, friendliness, honesty and loyalty, it being recognized by Franchisee that such persons are necessary in order to promote and maintain customer satisfaction and the goodwill of the System. Franchisee must ensure that in connection with all dealings with all stakeholders in the value of the BFT brand and System (including, without limitation, with Franchisor, its affiliates, Franchisor and its affiliates' employees, other BFT franchisees, franchisees of Franchisor's affiliates, members and prospective Studio members of the BFT brand or any other brand in connection with Franchisor's affiliates, and suppliers and vendors), its and each of its owners' and employees' must act honestly and ethically in each instance. Franchisee agrees to staff the Studio at all times with a sufficient number of qualified, competent personnel who have been trained in accordance with this Agreement and the System Standards. Franchisee, not Franchisor, shall be considered the employer of all employees and the principal of all independent contractors of the Studio. It is the sole responsibility of Franchisee to hire, discipline, discharge and establish wages, hours, benefits, employment policies and other terms and conditions of employment for its employees and independent contractors. Franchisee is solely responsible for obtaining its own independent legal advice regarding the employment of employees and retention of independent contractors, and for complying with any and all Applicable Laws pertaining thereto. Franchisor shall have no responsibility for the terms and conditions of Franchisee's relationship with Franchisee's employees and/or independent contractors. Franchisee shall engage in no discriminatory employment practices and shall in every way comply with all Applicable Laws, including all wage-hour, civil rights, immigration, employee safety and related employment and payroll related laws. Franchisee shall make all necessary filings with, and pay all taxes and fees due to, the Internal Revenue Service and all other federal, state and local governmental agencies or entities to which filings and payments are required. Franchisee acknowledges that nothing in this Section or Agreement shall, or may be construed to, create any type of employer or joint employer relationship between (a) Franchisee or any of Franchisee's personnel, and (b) Franchisor in any matter.

8.4 **Products and Services to be Offered for Sale.**

A. *Approved Services and Approved Products Generally*. Franchisee acknowledges that the presentation of a uniform image to the public and the offering of uniform services and products is an essential element of a successful franchise system. In order to ensure consistency, quality and uniformity throughout the System, Franchisee agrees (1) to sell and offer for sale only the Approved Services and Approved Products; (2) to sell and offer for sale all of the Approved Services and Approved Products required by Franchisor; (3) not to deviate from the System Standards; and (4) to discontinue selling and offering for sale any services or products that Franchisor may, in its discretion, disapprove at any time. Franchisor shall supply Franchisee with a list of suppliers from which Franchisee is required to purchase fitness equipment and other products or services for the Studio. Franchisor may change this list from time to time, and upon notification to Franchisee, Franchisee shall only purchase fitness equipment and required products or services from approved suppliers as specified on the changed list. Franchisor and its affiliates may be designated, approved, or sole suppliers of certain items and services. Franchisee agrees to keep the Studio and fitness equipment in clean condition, with all equipment well-maintained and operational, and be able at all times during business hours to provide members with all services and products specified by Franchisor.

B. *Required Use of Approved Suppliers*. Franchisor may, at its option, designate, mandate or approve suppliers (which may include Franchisor and its affiliates) of all equipment, gear, merchandise, apparel, supplies, and other assets used in the development and operation of Franchisee's Studio. Franchisee agrees to purchase all such items only from approved or designated suppliers and maintain all such items according to manufacturer or Franchisor specifications. Franchisor and its affiliates may, at their option, collect from Franchisee some or all payments, fees, and expenses for and associated with such items and pay the suppliers directly on Franchisee's behalf. If Franchisor elects to do so, Franchisee agrees that

Franchisor or its affiliates may auto-debit Franchisee's bank account for such amounts in the same manner and using the same authorization that Franchisee grants Franchisor with respect to payment of Royalty Fees and other fees. Franchisor and its affiliate may derive revenue or obtain other consideration from suppliers based on purchases that Franchisee makes, and Franchisor and its affiliates may use such revenue or consideration without restriction.

C. *No Deviation or Supplement with Regards to Approved Services and/or Related Methodology*. Franchisee and its instructors must teach classes exactly as specified in the Learning Management System and in other training materials provided by Franchisor. Franchisee agrees not to add any exercises, stretches, choreography, positions or music that are not approved by Franchisor, and Franchisee agrees not to leave out any exercises, stretches, choreography, positions or music that are required by Franchisor.

D. *Franchisor Approval of Head Coach and Provision of Pre-Opening Instructor Training as Part of the Approved Services at the Studio*. The Parties agree and acknowledge that Franchisee may not offer or provide the Pre-Opening Instructor Training at the Studio or otherwise, unless and until: (i) Franchisor approves an Authorized Instructor to attend and complete the Head Coach training program described in Section 6.3 of this Agreement; (ii) Franchisee or the Authorized Instructor at issue pays Franchisor the required Training Fee associated with the training; (iii) that Authorized Instructor completes the foregoing program and is approved as a Head Coach; and (iv) Franchisor provides written notice to that System franchisee at issue that the Head Coach can provide the Pre-Opening Instructor Training at one (1) or more System Studio(s) (the "Head Coach Conditions"). In the event the Head Coach Conditions are satisfied, only the Head Coach(es) that have satisfied the conditions may provide the Pre-Opening Instructor Training at System Studio(s).

Franchisee (and any other System franchisee that employs or otherwise supplies the Head Coach) must ensure that its Head Coach provides the Pre-Opening Instructor Training in strict accordance with System Standards and specifications, as well as the materials that Franchisor provides for use in connection with the provision of the Pre-Opening Instructor Training (the "Head Coaching Materials").

E. *Non-Approved Services, Products or Suppliers*. If Franchisee proposes to offer for sale any products, classes or services other than then-current Approved Services and Approved Products, Franchisee shall first notify Franchisor in writing and submit sufficient information, specifications and samples concerning such product, classes and/or supplier and/or service for a determination by the Franchisor whether such product, classes or supplier of service complies with the Franchisor's specifications and standards and/or whether such supplier meets the Franchisor's approved supplier criteria. Franchisor reserves the right to charge Franchisee reasonable costs in connection with Franchisor's review, evaluation and approval of alternative suppliers. These charges may include reimbursement for travel, accommodations, meal expenses, and personnel wages. Franchisor may from time to time prescribe procedures for the submission of requests for approved products and/or suppliers or services and obligations that approved suppliers must assume (which may be incorporated in a written agreement to be executed by approved suppliers). Franchisor reserves the right to revoke its approval of a previously authorized supplier, product, class or service when Franchisor determines in its discretion that such supplier, product, class or service is not meeting the specifications and standards established by Franchisor. If Franchisor modifies its list of approved products, classes and/or suppliers and/or services, Franchisee shall not, after receipt in writing of such modification, reorder any product or utilize any supplier, product, class or service that is no longer approved.

F. *Franchisor Rights*. Franchisee acknowledges and agrees that Franchisor and certain of its affiliates are (or may at any time in future become) an approved, designated, or sole supplier for certain fitness equipment, other equipment, products, logo items, signage and artwork, and other items and services

used or sold in BFT Studios; that Franchisor and such affiliates may derive income from the sale of such items, and that the prices charged by Franchisor or such affiliates may reflect an ordinary and reasonable profit consistent with a business of the kind that produces and/or supplies such items. Franchisee acknowledges and agrees that Franchisor and its affiliates may sell products and services to members located anywhere, even if such products and services are similar to what Franchisor sells to Franchisee and what Franchisee offers at its Studio. Franchisor and its affiliates may use the internet or alternative channels of commerce to sell products and services, including those identified by the Marks. Franchisee may only sell the products and services from the Studio's approved location and may only use the internet or alternative channels of commerce, as permitted by Franchisor, in order to register members for approved classes. Nothing in the foregoing shall prohibit Franchisee from obtaining members over the Internet provided Franchisee's internet presence and content comply with the requirements of this Agreement.

G. *Advertising Outside Designated Territory*. Unless Franchisor agrees otherwise, Franchisee may not actively solicit potential members or customers, or otherwise promote its Studio through any targeted advertising/marketing, outside of the Designated Territory. Nothing in this Agreement, however, shall prohibit Franchisee from servicing members and other customers that contact Franchisee or its Studio, regardless of where those members/customers reside or work.

H. *No Unauthorized Sales of Certain Items*. Unless Franchisor directs or agrees otherwise in writing, Franchisee agrees not to sell vitamins, supplements or other nutritional products or food items, including bottled water, at the Studio.

I. *Non-Compliance Fee*. In addition to Franchisor's other rights under this Agreement, Franchisor may charge its then-current per day Non-Compliance Fee for each day Franchisee offers or sells unauthorized products or services from the Studio.

8.5 **Compliance with Laws.** Franchisee agrees to comply with all Applicable Laws and, as soon as practicable, but in any event prior to conducting any activities in connection with the Studio, obtain all insurance required by this Agreement or Applicable Laws and any required governmental permits, certificates or licenses necessary to occupy the Authorized Location and operate the Studio. Franchisee also agrees to file and publish, if required by Applicable Laws, a certificate of doing business (whether under a fictitious name or otherwise). Franchisee acknowledges and agrees that it has the sole responsibility to investigate and comply with any Applicable Laws in the jurisdiction in which the Studio is located that relate to the ownership, development and operation of the Studio and businesses generally (including, for example, requirements related to accessibility, protection of personally identifiable information, and/or personal information, having staff during operating hours that are trained in certain life-saving procedures, and having certain life-saving and first aid equipment on premises, form and content of membership agreements, and other requirements that relate to gyms, fitness facilities, health spas, and similar businesses). Franchisee agrees to immediately provide Franchisor with a copy of any notice received by Franchisee from any person or state, local or governmental agency pertaining to compliance with any Applicable Laws including any such notices that any audit, investigation, or similar proceeding by any such person or governmental authority is pending or threatened against Franchisee on the basis of any of any the foregoing. Franchisee hereby certifies and represents that Franchisee, and any of its affiliates, any of its partners, members, shareholders or other equity owners, and their respective employees, officers, directors representatives or agents, are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, terrorist organization or "Designated Terrorist Organization," "Specially Designated National and Blocked Person," or other banned, prohibited, or blocked person, group, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Franchisee agrees to comply with and assist Franchisor in Franchisor's compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities or conduct of

transactions involving certain foreign parties, including the U.S. Patriot Act, Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the International Economic Emergency Powers Act, and related U.S. Treasury or other regulations.

8.6 **Operational Efforts.** Franchisee agrees to keep Franchisor advised, in writing, of any Designated Manager and all instructors involved in the operation of the Studio and their contact information. Franchisee agrees to keep the Studio open for the hours stated in the Learning Management System and as deemed appropriate by Franchisor. If Franchisee does not have a Designated Manager, then Franchisee (or its Operating Principal, as applicable) must be on-site at the Studio during normal business hours to manage day-to-day operations. Each Operating Principal must have the authority to act for Franchisee in all matters relating to the Studio, including voting responsibilities. Any change in the Operating Principal(s) is subject to Article 14 below and the training requirements of this Agreement.

8.7 **Performance Standards.** Franchisee and Franchisor have a shared interest in the Studio performing at or above the System Standards. Franchisor would not have entered into this franchise relationship if Franchisor had anticipated that Franchisee would not meet the following performance standards (the "Performance Standards"):

A. *System Standards*. Franchisor may choose, in its sole discretion, to evaluate the Studio for compliance with the System Standards using various methods (including, but not limited to, inspections, field service visits, surveillance camera monitoring, member comments/surveys, and secret shopper reports). Franchisee must meet minimum standards for cleanliness, equipment condition, repair and function, and customer service. Franchisee's employees, including any independent contractors, must meet minimum standards for courteousness and customer service.

B. *Minimum Monthly Gross Sales Quota*. Unless waived by Franchisor due to unique market conditions, Franchisee must meet a certain minimum monthly Gross Sales quota (the "Minimum Monthly Gross Sales Quota"), as follows: (i) Franchisee must achieve and maintain trailing 12-month average monthly Gross Sales of $15,000 by the first (1st) anniversary of the Studio's Soft Opening; and (ii) Franchisee must achieve and maintain trailing 12-month average monthly Gross Sales of $20,000 by the second (2nd) anniversary of the Studio's Soft Opening and each successive anniversary thereof.

If Franchisee fails to meet the Minimum Monthly Gross Sales Quota at any time during the Term, Franchisor, at its sole discretion, may institute a mandatory corrective training program upon written notice to Franchisee. Franchisee will be obligated, at its expense, to participate in and implement all temporary and permanent corrective measures that Franchisor requires to address the Performance Standards not achieved.

8.8 **Anti-Corruption Compliance.**

A. *Anti-Corruption Practices*. Franchisee hereby represents, warrants and covenants to Franchisor and its affiliates that:

(1) in the performance of this Agreement, Franchisee (and, if an entity, its shareholders, affiliates, officers, directors and employees) and its business partners, if any, shall comply strictly with all applicable anti-corruption laws;

(2) neither Franchisee (nor, if an entity, any of its shareholders, affiliates, officers, directors or employees) nor its business partners, in connection with work or services for Franchisor, has taken or will take any actions in furtherance of an offer, payment, promise to pay, or authorization of the

payment or giving of anything of value to any government official or to any other person while knowing that all or some portion of the money or value will be offered, given or promised to a government official to influence official action, to obtain or retain business or otherwise to secure any improper advantage;

(3) throughout the duration of this Agreement, neither Franchisee nor any of its officers, directors, employees, business partners or shareholders is or will become a government official and neither Franchisee nor any of its shareholders, affiliates or business partners is or will be owned, directly or indirectly, in whole or in part, or controlled by any government or government official;

(4) Franchisee shall notify Franchisor immediately if at any time the foregoing representations and warranties shall not be true and correct. Immediately upon receipt of such notification, Franchisor shall have the right to either unilaterally terminate this Agreement or require Franchisee to amend, at Franchisor's sole discretion, this Agreement to avoid any violation or potential violation of any applicable laws, rules and regulations;

(5) Franchisee shall create and maintain precise and accurate books and financial records in connection with the services to be performed under this Agreement. Further, upon request, Franchisor shall have the right to inspect Franchisee's books and financial records. Franchisee will fully cooperate with any such inspection that may be conducted;

(6) Franchisee may not assign, sub-contract or otherwise enter into any arrangements to share the fees hereunder with any third party or parties directly or indirectly or delegate the services for which Franchisee has been retained to any third party or parties without express prior written authorization from Franchisor;

(7) all payments due to Franchisee under this Agreement will be made by check or bank transfer, and no payments will be made in cash or bearer instruments. No payments which are owed to Franchisee hereunder will be made to a third party, and all payments will be made in the place where Franchisee's business is domiciled or where Franchisee performs services; and

(8) Franchisee agrees that Franchisor may disclose the terms of this Agreement, including Franchisee's identity and the payment terms, to any third party who, in Franchisor's judgment, has a legitimate need to know, including government agencies.

B. *Remedies*. In connection with the foregoing representations and warranties, the parties to this Agreement further agree as follows:

(1) If Franchisor concludes, in its sole opinion, that a breach of any of the foregoing representations and warranties has occurred or is likely to occur, Franchisor may, in addition to any other rights it has under this Agreement or under Applicable Laws:

a. withhold further payments under this Agreement until such time as it has received confirmation to its satisfaction that no breach has occurred or is likely to occur;

b. amend this Agreement as necessary to avoid a violation of law; and

c. terminate this Agreement upon written notice.

(2) In the event of a breach of any of the representations and warranties in this Agreement, any claims for payment by Franchisee, including claims for services previously rendered, shall

be void to the extent permitted by law. Franchisee shall further indemnify and hold Franchisor harmless against any and all claims, losses or damages arising from or related to such breach.

(3) Franchisor shall not be obligated under this Agreement to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of any applicable anti-corruption laws.

C. *Annual Certification*. On Franchisor's request, by the 10th of January each calendar year during the Term, Franchisee shall, in writing to Franchisor, certify the continuation of the representations and warranties contained in this Section and its compliance with the obligations set forth in this Section.

9. ADVERTISING AND MARKETING

9.1 **Fund.**

A. Franchisee will be required to pay the appropriate Fund Contribution to Franchisor as described in Section 5.6 of this Agreement. In the event Franchisor increases the Fund Contribution from what it is as of the Effective Date, Franchisor will provide at least sixty (60) days' written notice of such increase in the Fund Contribution, subject to the Marketing Expenditure Cap (as defined in Section 9.2.G).

B. The Fund is administered by Franchisor (or its affiliates) with the assistance and advice provided by a Fund advisory committee (the "FAC") pursuant to a charter agreement among Franchisor and the members of the FAC, which serves in an advisory capacity only. The FAC represents BFT Studio franchisees and advises Franchisor with regard to all advertising, marketing and public relations programs and activities financed by the Fund, including the creative concepts, materials and endorsements used and the geographic market, media placement and allocation. The FAC is purely advisory in nature and has no operational or ultimate decision-making authority.

C. Franchisee agrees that the Fund may be used to pay the costs of preparing and producing associated materials and programs as Franchisor may determine, including, without limitation, the use of Social Media (as defined in Section 9.3 below); formulating, developing and implementing advertising and promotional campaigns; video, audio and written advertising materials employing advertising agencies; sponsorship of sporting, charitable or similar events; administering regional, national and multi-regional advertising programs including purchasing direct mail and other media advertising, website development/operation and to pay Internet, Intranet, URL, 800 or similar number, and other charges, fees and/or expenses, including employing advertising agencies to assist with marketing efforts; supporting public relations, market research and other advertising, promotional and marketing activities; the reasonable costs of administering the Fund, including accounting expenses and the actual costs of salaries and fringe benefits paid to Franchisor's employees engaged in administration of the Fund and/or creation, development and/or placement of any creative and/or implementation of any campaigns associated with the same. A brief statement regarding the availability of BFT franchises may be included in advertising and other items produced using the Fund.

D. Franchisor may spend in any calendar year more or less than the total contributions to the Fund in that year. Franchisor may cause the Fund to invest any surplus for future use by the Fund. Franchisor (or its affiliates) may borrow from its affiliates (or Franchisor) or other lenders on behalf of the Fund to cover deficits of the Fund.

E. Franchisor, its affiliates, and/or their respective employees, agents, contractors, and designated vendors can provide goods, services, materials, etc. (including administrative services and/or in-house advertising agency services) and be compensated and/or reimbursed for the same by the Fund,

provided that any such compensation must be reasonable in amount. Franchisor can arrange for goods, services, materials, etc. (including administrative services) to be provided by independent persons/companies and all related costs, fees, etc. will be paid by the Fund.

F. The Fund need not be segregated from but will be accounted for separately from Franchisor's other funds and Franchisor will not use the Fund for its general operating expenses. All taxes of any kind incurred in connection with or related to the Fund, its activities, contributions to the Fund and/or any other Fund aspect, whether imposed on Franchisor, the Fund or any other related party, will be the sole responsibility of the Fund. Franchisor will not be required to audit the Fund, but will provide an annual accounting of the Fund at the written request of Franchisee that is made 120 days after the fiscal year at issue. All interest earned on monies contributed to, or held in, the Fund will be remitted to the Fund and will be subject to the restrictions of the relevant franchise agreements.

G. Franchisee acknowledges that the Fund Contributions are intended to maximize general public recognition of and the acceptance of the System and Marks generally, for the benefit of the System as a whole. Notwithstanding the foregoing, Franchisor undertakes no obligation, in administering the Fund Contributions to make expenditures that are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular BFT Studio benefits directly or pro rata from advertising or promotion conducted with the Fund Contributions.

H. Franchisor maintains the right to terminate the collection and disbursement of the Fund Contributions and the Fund. Upon termination, Franchisor will disburse the remaining funds for the purposes authorized under this Agreement.

9.2 **Initial Marketing Spend; Local Marketing Activities.**

A. *Initial Marketing Spend*. Franchisee must spend a minimum of $15,000 (the "Initial Marketing Spend") in connection with the initial sales and marketing activities set forth in connection with (i) Franchisee's approved Opening Support Program, and (ii) other marketing and promotional activities that Franchisor approves or designates. Franchisor may also require that Franchisee expend all or any portion of the Initial Marketing Spend on initial marketing/advertising and/or public relations materials or services that are purchased from an approved supplier. The Initial Marketing Spend will not count towards Franchisee's local advertising expenditure requirements provided in Section 9.2.B below and is not subject to the Marketing Expenditure Cap.

B. *Local Advertising Requirement*. Franchisee is responsible for local advertising and marketing activities to attract members to the Studio. Franchisee must spend the greater of (a) $1,500, or (b) two percent (2%) of Gross Sales each month on approved local advertising and marketing activities (excluding agency and vendor fees) designed to promote the Studio within the Designated Territory (the "Local Advertising Requirement"). Franchisor may increase the Local Advertising Requirement, at its discretion, from time to time during the Term, subject to the Marketing Expenditure Cap. Upon Franchisor's written request, Franchisee must provide Franchisor with an accounting of all expenditures made by Franchisee to comply with this Section, along with any invoices or other documentation to support such expenditures.

C. *Advertising Standards*. Franchisee's advertising will be in good taste and conform to ethical and legal standards and Franchisor's requirements. Franchisee must submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet or otherwise. Any such advertising must be approved in writing by Franchisor, in its sole discretion, prior to any use in connection with the Studio. Franchisee agrees not to use any materials or programs or medium of advertising disapproved by Franchisor.

Franchisor may revoke its approval with respect to any advertising materials, in its sole discretion, at any time.

D. *Approval*. Franchisor must approve any form of co-branding of the Marks, or advertising or use of the Marks to endorse or support other organizations, brands, products or services, in writing, in advance.

E. *Opening Support Program*. Franchisee must also expend all required amounts that Franchisor prescribes or otherwise approves as part of Franchisee's Pre-Sales Phase plan, including any amounts due to Franchisor's approved supplier for the Opening Support Program.

F. *Full Participation*. Franchisee must participate in all advertising and sales promotion programs that Franchisor may develop from time to time to promote and enhance the collective success of the System

G. *Marketing Expenditure Cap*. Franchisor cannot require that the percentage of Gross Sales that Franchisee is required to contribute to the Fund, contribute to a Co-Op (as defined in Section 9.4), and spend on the Local Advertising Requirement (collectively, the "Required Marketing") exceed, in the aggregate, seven percent (7%) per month (the "Marketing Expenditure Cap"); provided, however, it is Franchisee's responsibility to provide Franchisor with written notice if the Required Marketing exceeds the Marketing Expenditure Cap, and until Franchisor receives Franchisee's written notice (the "Marketing Notice"), Franchisee will fully comply with the Required Marketing requirements, and no excess amounts will be refunded to Franchisee. If the Required Marketing exceeds the Marketing Expenditure Cap, Franchisee may, after Franchisor receives Franchisee's Marketing Notice, reduce the Local Advertising Requirement, but only to the extent and for the time necessary to stay below the Marketing Expenditure Cap. Franchisee must immediately return to full compliance with Required Marketing once the Marketing Expenditure Cap is no longer exceeded.

9.3 **Social Media Activities.** As used in this Agreement, the term "Social Media" is defined as a network of services, websites, and other electronic, virtual, or digital mediums, including, but not limited to, blogs, microblogs, and social networking sites, video-sharing and photo-sharing sites, customer review sites, marketplace sites, Wikis, chat rooms and virtual worlds, that allows participants to communicate online and form communities around shared interests and experiences. While it can be a very effective tool for building brand awareness, it can also be devastating to a brand if used improperly. Therefore, Franchisee must strictly follow the Social Media guidelines, code of conduct, and etiquette as set forth in the Learning Management System, which may require Franchisee to comply with Franchisor's then-current privacy policy. Any use of Social Media by Franchisee pertaining to the Studio must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. Franchisor reserves the right to "occupy" any Social Media websites/pages and be the sole provider of information regarding the Studio on such websites/pages (e.g., a system-wide Facebook page). At Franchisor's request, Franchisee will promptly modify or remove any online communication pertaining to the Studio that does not comply with this Agreement or the Learning Management System.

9.4 **Franchisee Marketing Groups.** Franchisor may decide to form one or more associations and/or sub-associations of BFT Studios to conduct various marketing-related activities on a cooperative basis (a "Co-Op"). If one or more Co-Ops (local, regional and/or national) are formed covering Franchisee's area, then Franchisee must join and actively participate. Franchisee will be entitled to one (1) vote if Franchisee is in Good Standing at the time the vote is taken. Franchisee will be considered in "Good Standing" if it is not in default of any obligation to Franchisor or any of Franchisor's affiliates, whether arising under this Agreement or any other agreement between Franchisee and Franchisor (or any of Franchisor's affiliates), the Learning Management System or other System Standards. Franchisee may be required to contribute

such amounts as are determined from time to time by such Co-Ops, subject to the Marketing Expenditure Cap.

9.5 **Franchisee Advertising Legal Compliance.** Notwithstanding Franchisee's obligations to comply with all Applicable Laws, as required under this Agreement, Franchisee further acknowledges and agrees that it must comply with all Applicable Laws regarding marketing and advertising activities conducted in connection with the Studio, including, without limitation: (i) ensuring that consumer opt-out choices for email marketing and SMS promotions are followed; (ii) confirming that telephone numbers that may be used in connection with telephone or SMS promotion activities are not listed applicable "Do Not Call" lists; (iii) substantiating claims made in its advertising content; and (iv) not disclosing personal information (as defined by Applicable Law) for any third party's marketing purposes without a legal basis for doing so.

10. FINANCIAL REPORTS, AUDITS, COMPUTER SYSTEM AND INSURANCE REQUIREMENTS

10.1 **Records and Reports.** Franchisee shall maintain and preserve for four (4) years or such period as may be required by law (whichever is greater) from the date of their preparation such financial information relating to the Studio as Franchisor may periodically require, including without limitation, Franchisee's sales and use tax returns, register tapes and reports, sales reports, purchase records, and full, complete and accurate books, records and accounts prepared in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor. Franchisee agrees that its financial records shall be accurate and up-to-date at all times. Franchisee agrees to promptly furnish any and all financial information, including tax records and returns, relating to the Studio to Franchisor on request.

10.2 **Right to Conduct Audit or Review.** Franchisor shall have the right, in its sole determination, to require a review by such representative(s) as Franchisor shall choose, of all information pertaining to the Studio, including financial records, books, tax returns, papers, and business management software programs of Franchisee, at any time during normal business hours without prior notice for the purpose of accurately tracking unit and System-wide sales, sales increases or decreases, effectiveness of advertising and promotions, and for other reasonable business purposes. Such review will take place at the Studio or Franchisee's head office (if different), or both, and Franchisee agrees to provide all information pertaining to the Studio requested by Franchisor during its review. If (a) the audit is conducted because of a failure by Franchisee to furnish reports, supporting records or other required information or to furnish the reports and information on a timely basis, or (b) the audit otherwise reveals an underreporting of two percent (2%) or more by Franchisee, then Franchisee shall reimburse Franchisor for all costs of the audit or review including, without limitation, travel, lodging, wage expense and reasonable accounting and legal expense. The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement or applicable law.

10.3 **Computer System and Software.** Franchisee must acquire a computer for use in the operation of the Studio, as well as any audio-visual equipment Franchisor specifies. Franchisee agrees to record all of its receipts, expenses, invoices, member lists, class schedules and other business information required by Franchisor from time to time promptly in the computer system and use the software that Franchisor specifies or otherwise approves. Franchisor reserves the right to change the computer system, and the accounting, business operations, customer service and other software at any time. Franchisee must upgrade and maintain the computer system and software in the Studio, as required by Franchisor from time to time, and pay any fees associated with such upgrades. Franchisee will provide Franchisor with any passwords necessary to access the computer system and software at Franchisor's discretion.

10.4 **Information Security.** Franchisee may from time to time have access to information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, credit card information, biometric or health data, government-issued identification numbers and credit report information ("Personal Information"). Franchisee may gain access to such Personal Information from Franchisor, its affiliates, its vendors, or Franchisee's own operations. Franchisee acknowledges and agrees that, as between it and Franchisor, all Personal Information (other than Restricted Data, as defined below) is Franchisor's Confidential Information and is subject to the protections in Article 12 below. Franchisee acknowledges and agrees that Franchisor may from time to time share Franchisee's and/or its owners' names as well as personal and business addresses, telephone numbers, and e-mail addresses with Franchisor's affiliates and third parties.

During and after the Term, Franchisee (and if Franchisee is a legal entity, each of its Owners) agree to, and to cause its respective current and former employees, representatives, affiliates, successors, and assigns to: (a) collect, disclose, process, retain, and use all Personal Information only in strict accordance with all applicable laws, regulations, orders, the guidance and codes issued by industry or regulatory agencies (including, for example, PCI DSS and other standards promulgated by the credit card industry), and the privacy policies and terms and conditions of any applicable Internet presence; (b) assist Franchisor with meeting its compliance obligations under applicable laws and regulations relating to Personal Information; and (c) promptly notify Franchisor of any communication or request from any customer or other data subject to access, correct, delete, opt-out of, or limit activities relating to any Personal Information.

If Franchisee becomes aware of a suspected or actual breach of security or unauthorized access involving Personal Information, Franchisee will notify Franchisor immediately and specify the extent to which Personal Information was compromised or disclosed. Franchisee also agrees to fully cooperate, at its own expense, with any investigation Franchisor, or its designees, conducts related to the suspected or actual breach. Franchisee also agrees to follow Franchisor's instructions regarding curative actions and public statements relating to the breach. Franchisee also agrees to comply with applicable law regarding notice of the breach (either to the affected individuals and/or applicable governmental officials). To the extent permitted under Applicable Law, Franchisee will provide Franchisor with a copy of the form of breach notice as soon as practical in advance of providing such notice to the affected data subjects and/or governmental official. Franchisor reserves the right to conduct a data security and privacy audit of any of the Studio and computer system at any time, from time to time, to ensure that Franchisee is complying with Franchisor's requirements. Franchisee must promptly notify Franchisor if it receives any complaint, notice, or communication, whether from a governmental agency, customer or other person, relating to any Personal Information, or Franchisee's compliance with Franchisee's obligations relating to Personal Information under this Agreement, and/or if Franchisee has any reason to believe that it will not be able to satisfy any of its obligations relating to Personal Information under this Agreement.

Notwithstanding anything to the contrary in this Agreement, Franchisee agrees that Franchisor does not control or own any of the following Personal Information (collectively, the "Restricted Data"): (a) any Personal Information of employees, officers, contractors, owners or other personnel of Franchisee, its affiliates, or the Studio; (b) such other Personal Information as Franchisor may from time to time expressly designate as Restricted Data; and/or (c) any other Personal Information to which Franchisor does not have access. Regardless of any guidance Franchisor may provide generally and/or any specifications that Franchisor may establish for Personal Information, Franchisee has sole and exclusive responsibility for all Restricted Data, including establishing protections and safeguards for such Restricted Data.

10.5 **Insurance.**

A. Prior to the Studio's Soft Opening and throughout the entire Term, Franchisee will keep in force at Franchisee's own expense and by advance payment of the premium, all insurance coverages required by applicable law, and that it believes are appropriate for its own protection; Franchisee must, at a minimum, maintain the minimum insurance coverages and coverage amounts specified in the Learning Management System from time to time, which as of the Effective Date are as follows:

(1) **Commercial General Liability** insurance covering Franchisee's day-to-day business operations and premises liability exposures with limits not less than the following:

Required Coverage	**Minimum Limits of Coverage**
Each Occurrence:	$1,000,000
General Aggregate:	$5,000,000 (per Studio)
Products/Completed Operations Aggregate:	$5,000,000
Personal and Advertising Injury:	$1,000,000
Participant Legal Liability:	$1,000,000
Professional Liability:	$1,000,000
Damage to Rented Premises (per occurrence):	$1,000,000
Employee Benefits Liability (per employee):	$1,000,000
Employee Benefits Liability (aggregate):	$2,000,000
Medical Expense (any one person):	$5,000
Sexual Abuse and Molestation:	Included (not excluded)

Such insurance shall include coverage for contractual liability (for liability assumed under an "insured contract"), products-completed operations, personal and advertising injury, premises liability, third party property damage and bodily injury liability (including death).

(2) **Automobile Liability** insurance covering liability arising out of Franchisee's use, operation or maintenance of any auto (including owned, hired, and non-owned autos, trucks or other vehicles) in connection with its ownership and operation of the franchise, with limits not less than the minimum compulsory requirements in Franchisee's state. This requirement only applies to the extent that owned, leased or hired/rented vehicles are used in the operation of the franchise.

(3) **Workers Compensation** insurance covering all of Franchisee's employees with statutory coverage and limits as required by state law. Such insurance shall include coverage for Employer's Liability with limits not less than $500,000 each accident, $500,000 disease – each employee, and $500,000 disease – policy limit.

(4) **Property** insurance written on a special causes of loss coverage form with limits not less than the current replacement cost of the Studio's business personal property (including furniture, fixtures and equipment) and leasehold improvements (tenant improvements). Such property insurance shall include glass coverage with limits not less than $25,000, signage coverage with limits not less than $10,000, and business interruption/extra expense coverage with limits not less than twelve months of rent.

(5) **Employment Practices Liability** insurance with limits of not less than $1,000,000 per claim in the aggregate, with a retention not larger than $25,000, providing defense and coverage for claims brought by any of Franchisee's employees or other personnel alleging various employment-related torts. Said policy shall also include third-party employment practices liability coverage.

B. All insurance policies must be written by an insurance company licensed in the state in which Franchisee operates its Studio. The insurance company must have at least an "A" Rating Classification as indicated in A.M. Best's Key Rating Guide.

C. Franchisor reserves the right, from time to time, in its discretion, to upgrade the insurance requirements or lower the required amounts as to policy limits, deductibles, scope of coverage, or rating of carriers in response to current industry standards, market conditions and/or landlord requirements. Within sixty (60) days of receipt of notice from Franchisor, Franchisee agrees to revise its coverage, as specified in any notice from Franchisor.

D. Franchisor reserves the right to designate, or require pre-approval of, the provider of any insurance required in connection with the Studio.

E. Franchisee's obligation to obtain and maintain insurance shall not be limited by reason of any insurance that may be maintained by Franchisor nor relieve Franchisee of liability under the indemnity provisions set forth in this Agreement. At Franchisor's designation, Franchisor, as well as its parents, affiliates, and subsidiaries, shall be included as additional insureds on the Studio's insurance policies, including without limitation, the Studio's Commercial General Liability and any Umbrella Excess Liability insurance policies. All insurance policies must waive any subrogation rights or other rights to assert a claim back against Franchisor and shall contain a clause requiring notice to Franchisor thirty (30) days in advance of any cancellation or material change or cancellation to any such policy. Franchisee shall give Franchisor certificates of coverage at least annually. Failure to obtain or the lapse of any of the required insurance coverage shall be grounds for the immediate termination of this Agreement pursuant to Section 15.1, and Franchisee agrees that any losses, claims or causes of action arising after the lapse of or termination of insurance coverage will be the sole responsibility of Franchisee and that Franchisee will hold Franchisor harmless from all such losses, claims and/or causes of action. In addition, but not to the exclusion of the foregoing remedy, if Franchisee fails to procure or maintain the required insurance, Franchisor shall have the right and authority, but not the obligation, to procure immediately the insurance and Franchisee shall reimburse Franchisor for the cost of the insurance plus reasonable expenses immediately upon written notice. Franchisee is required to submit to Franchisor a copy of a Certificate of Insurance, with Franchisor as an additional insured, showing compliance with the foregoing requirements at least thirty (30) days before Franchisee commences operation of the Studio. Franchisor shall have a security interest in all insurance proceeds to the extent Franchisee has any outstanding obligations to Franchisor.

11. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

11.1 **Independent Contractor.** The only relationship between Franchisor and Franchisee created by this Agreement is that of independent contractor. The business conducted by Franchisee is completely separate and apart from any business that may be operated by Franchisor and nothing in this Agreement shall create a fiduciary relationship between them or constitute either Party as agent, legal representative, subsidiary, joint venturer, partner, employee, servant or fiduciary of the other Party for any purpose whatsoever. Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a license from Franchisor, and Franchisee agrees to take such action including exhibiting a notice to that effect in such content, form and place as Franchisor may specify. It is further specifically agreed that Franchisee is not an affiliate of Franchisor and that neither Party shall have authority to act for the other in any manner to create any obligations or indebtedness that would be binding upon the other Party. Neither Party shall be in any way responsible for any acts and/or omissions of the other, its agents, servants or employees and no representation to anyone will be made by either Party that would create an implied or apparent agency or other similar relationship by and between the Parties.

11.2 **Indemnification.** Franchisee agrees to indemnify, defend and hold Franchisor, its owners, affiliates, successors and assigns, and the directors, officers, owners, managers, employees, servants and agents of each (collectively, the "Indemnitees"), harmless from and against any and all losses, damage, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto (including reasonable attorneys' fees and court costs), that are brought against any of the Indemnitees that arise out of or are otherwise related to Franchisee's or an Indemnitee's (a) breach or attempted breach of, or misrepresentation under, this Agreement or in connection with the offer/sale of the Studio prior to the execution of this Agreement; (b) ownership, construction, development, management, or operation of the Studio in any manner, including, without limitation, Franchisee's or an Indemnitee's employment practices; (c) gross negligence or intentional misconduct; and/or (d) alleging Franchisee's or its representatives' violation of Applicable Laws as set forth in Section 8.5 above. Notwithstanding the foregoing, any Indemnitee may choose to engage counsel and defend against any such claim and may require immediate reimbursement from the Franchisee of all expenses and fees incurred in connection with such defense. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. Indemnitees need not seek recovery from any insurer or other third-party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Franchisee under this Section. Any Indemnitee's failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that person may recover from Franchisee under this Section.

12. CONFIDENTIAL INFORMATION

12.1 **Franchisor's Confidential Information.**

A. Franchisee acknowledges and agrees that all information relating to the System and to the development and operation of the Studio, including, without limitation, the Learning Management System, Franchisor's training programs, members and supplier lists, customer data, or other information or know-how distinctive to the development or operation of a BFT Studio (all of the preceding information is referred to herein as the "Confidential Information") is considered to be proprietary and trade secrets of Franchisor. Confidential Information does not include information, knowledge, or know-how, which is lawfully known to the public without violation of applicable law or an obligation to Franchisor or its affiliates, or any Restricted Data. Franchisee (and its Owners, if Franchisee is a legal entity) agrees that, during and after the Term, Franchisee will, and cause its spouses, immediate family members, affiliates, and assigns to: (i) process, retain, use, collect, and disclose Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of the Studio in accordance with this Agreement, and not for any other purposes of any kind; (ii) process, retain, use, collect, and disclose Confidential Information strictly in accordance with the privacy policies and System Standards and Franchisee's and its representative's instructions; (iii) keep confidential and not disclose, sell, distribute, or trade Confidential Information to any person other than those of Franchisee's employees, independent contractors, and representatives who need to know such Confidential Information for the purpose of assisting Franchisee it is operation of the Studio in accordance with this Agreement; (iv) not make unauthorized copies of any portion of Confidential Information; (v) adopt and maintain administrative, physical, and technical safeguards to prevent unauthorized use or disclosure of any portion of Confidential Information, including by establishing reasonable security and access measures, restricting its disclosure to key personnel, and/or by requiring persons who have access to such Confidential Information to be bound by contractual obligations to protect such Confidential Information and preserve Franchisor's rights and controls in such Confidential Information, in each case that are no less protective or beneficial to Franchisor than the terms of this Agreement; and (vi) at Franchisor's request, destroy or return any portion of the Confidential Information. Upon Franchisor's request, Franchisee shall require the Studio's employees and any independent contractors to execute a nondisclosure and non-competition agreement in a form satisfactory to Franchisor. Franchisee shall not acquire any interest in the Confidential Information other than the right

to utilize it in the development and operation of its Studio in accordance with this Agreement. If Franchisee or Franchisee's employees or any independent contractors learn about an unauthorized use of any Confidential Information, Franchisee must promptly notify Franchisor. Franchisor is not obligated to take any action but will respond to the information as it deems appropriate. If Franchisee at any time conducts, owns, consults with, is employed by or otherwise assists a similar or competitive business to that franchised hereunder, the doctrine of "inevitable disclosure" will apply, and it will be presumed that Franchisee is in violation of this covenant; and in such case, it shall be Franchisee's burden to prove that Franchisee is not in violation of this covenant.

B. Franchisee acknowledges that Franchisor is not making any representations or warranties, express or implied, with respect to the Confidential Information. Franchisor and its affiliates have no liability to Franchisee and its affiliates for any errors or omissions from the Confidential Information.

C. Franchisee agrees that any new concept, process or improvement in the operation or promotion of the Studio developed by or on behalf of Franchisee that relates to or enhances BFT Studios or the System, or any aspect of Franchisor's business, shall be the sole property of Franchisor, and Franchisee shall promptly notify Franchisor and shall provide Franchisor with all necessary information and execute all necessary documents to memorialize said ownership, or, if necessary, Franchisee's assignment of such ownership to Franchisor, without compensation. Franchisee acknowledges that Franchisor may utilize or disclose such information to other Franchisees.

D. Notwithstanding the foregoing, nothing in this Agreement or any other agreement with Franchisor restricts or prohibits any person from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Securities and Exchange Commission, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. No person needs the prior authorization of Franchisor to engage in conduct protected by the preceding sentence, and no person needs to notify Franchisor that such person has engaged in such conduct.

12.2 **Injunctive Relief.** Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising out of this Agreement, shall not constitute a defense to the enforcement of this Article 12. Franchisee acknowledges and agrees that any failure to comply with the requirements of this Article 12 will cause Franchisor irreparable injury for which no adequate remedy at law is available, and Franchisee accordingly agrees that Franchisor shall be entitled to injunctive relief as specified in Section 16.5 herein to enforce the terms of this Article 12. Franchisee shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Franchisor in connection with the enforcement of this Article 12. The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement or applicable law.

13. COVENANTS NOT TO COMPETE

13.1 **Non-Competition Covenants of Franchisee.**

A. *During the Term of this Agreement*. Franchisee agrees that neither Franchisee, its principals, owners, or guarantors, nor any immediate family of Franchisee, its principals, owners, or guarantors ("Restricted Parties"), will, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend money or extend credit to, lease/sublease space to, or have any interest in or involvement with any fitness or exercise business (except a business that it operates

pursuant to a franchise agreement with Franchisor or its affiliates), any fitness or exercise marketing or consulting business, any business offering products of a similar nature to those of the Studio, or in any business or entity which franchises, licenses or otherwise grants to others the right to operate such aforementioned businesses (each a "Competing Business"). Franchisee further agrees that, during the Term, the Restricted Parties shall not divert, or attempt to divert, any customer or prospective customer to a Competing Business in any manner.

B. *After the Term of this Agreement.* Franchisee agrees that, unless (and then only to the extent) prohibited by Applicable Law, Franchisee, the Restricted Parties, and its owners will comply with the following:

(1) *Prohibition on Franchising Activities*. For two (2) years after the expiration or termination (by Franchisor or by Franchisee for any reason) of this Agreement or after Franchisee has assigned its interest in this Agreement, neither Franchisee nor any other Restricted Party will, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date this Agreement is terminated or expires.

(2) *Prohibition on Competing Businesses*. For two (2) years after the expiration or termination (by Franchisor or by Franchisee for any reason) of this Agreement or after Franchisee has assigned its interest in this Agreement, neither Franchisee nor any other Restricted Party will own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, or have any interest in or involvement with, any other Competing Business: (i) at the Authorized Location; or (ii) within a ten (10)-mile radius of (a) the Authorized Location, or (b) any other BFT Studio owned by Franchisor, its affiliates, or any franchisee, which is open, under lease or otherwise under development as of the date this Agreement expires or is terminated.

(3) *Transfer of All Ownership Interests.* If an owner of Franchisee ceases to be an owner of Franchisee for any reason, the former owner shall comply with the provision of this Section 13.1.B as though this Agreement were terminated as of the date on which the owner ceased to be an owner.

13.2 **Non-Solicitation Covenants.**

A. *During the Term of this Agreement*. Franchisee agrees that it will not, during the Term of this Agreement, divert or seek to divert customers from another BFT Studio to its Studio.

B. *After the Term of this Agreement*. Franchisee agrees that, for two (2) years after the expiration or termination (by Franchisor or by Franchisee for any reason) of this Agreement or after Franchisee has assigned its interest in this Agreement, neither Franchisee nor any other Restricted Party, will (i) solicit business from customers of Franchisee's former Studio or any other BFT Studio, or (ii) contact any of Franchisor's suppliers or vendors for any competitive business purpose.

13.3 **Enforcement of Covenants.**

A. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising out of this Agreement, shall not constitute a defense to the enforcement of the covenants in this Article 13. Franchisee acknowledges and agrees that in view of the nature of the System and the business of Franchisor, the restrictions contained in this Article 13 are reasonable and necessary to

protect the legitimate interests of the System and Franchisor. Franchisee further acknowledges and agrees that Franchisee's violation of the terms of this Article 13 will cause irreparable injury to Franchisor for which no adequate remedy at law is available, and Franchisee accordingly agrees that Franchisor shall be entitled to preliminary and permanent injunctive relief and damages, as well as, an equitable accounting of all earnings, profits, and other benefits arising from such violation, which remedies shall be cumulative and in addition to any other rights or remedies to which Franchisor shall be entitled. Franchisee agrees to waive any bond that may be required or imposed in connection with the issuance of any preliminary or provisional relief. Franchisee shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Franchisor in connection with the enforcement of this Article 13. If Franchisee violates any restriction contained in this Article 13, and it is necessary for Franchisor to seek equitable relief, the restrictions contained herein shall remain in effect until two (2) years after such relief is granted. If Franchisee contests the enforcement of Article 13 and enforcement is delayed pending litigation, and if Franchisor prevails, the period of non-competition shall be extended for an additional period equal to the period of time that enforcement of this Article 13 is delayed.

B. Franchisee agrees that the provisions of this covenant not to compete are reasonable. If, however, any court should find this Article 13 or any portion of this Article 13 to be unenforceable and/or unreasonable, the court is authorized and directed to reduce the scope or duration (or both) of the provision(s) in issue to the extent necessary to render it enforceable and/or reasonable and to enforce the provision so revised.

C. Franchisor shall have the right, in Franchisor's discretion, to reduce the scope of any covenant not to compete set forth in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall comply with any covenant as so modified.

14. TRANSFER OF INTEREST

14.1 **Franchisor's Consent Required.** All rights and interests of Franchisee arising from this Agreement are personal to Franchisee and except as otherwise provided in this Article 14, Franchisee shall not, without Franchisor's prior written consent, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, pledge or encumber its interest in this Agreement, in the license granted hereby, in the assets of the Studio, any of its rights hereunder, in the lease for the premises at which the Studio is located, or in the control or management of the Studio (each a "Transfer"), and any purported Transfer shall be null and void. If Franchisee is a corporation, limited liability, partnership, or an individual or group of individuals, any assignment (or new issuance), directly or indirectly, occurring as a result of a single transaction or a series of transactions that alters the percentages of ownership interests reflected on Exhibit 1 to this Agreement must promptly be reported to Franchisor and is a Transfer within the meaning of this Article 14. Any proposed Transfer shall be subject to Franchisor's right of first refusal provided in Section 14.5 below.

14.2 **Conditions for Consent of Transfer.** Franchisee must provide Franchisor with all information or documents that Franchisor requests about the proposed Transfer, the transferee, and its owners. Upon Franchisor's receipt of such information, Franchisor shall not unreasonably withhold its consent of a proposed transfer, provided that the prospective transferee, in Franchisor's reasonable judgment, and as demonstrated by satisfactory background and credit checks (including bankruptcy search, criminal and litigation histories, United States Office of Foreign Assets Control search, politically exposed persons PEP search) conducted by reputable agencies and sources, is of good moral character and reputation, has no conflicting interests, has a good credit rating and sufficient and competent business experience, aptitude and financial resources acceptable to Franchisor's then-current standards for franchisees; and that the following conditions are met: (1) Franchisee pays Franchisor a transfer fee in an amount equal to $10,000

(except in those cases set forth at the end of this Section where only an administrative fee is charged), as well as any applicable broker fees due in connection with the transaction; (2) Franchisee and its related parties sign a prescribed form of general release in favor of Franchisor and its related parties in a form acceptable to Franchisor; (3) the proposed transferor and transferee and their respective owners must execute a form of consent to transfer pursuant to which, at Franchisor's option, either (a) transferee agrees to execute Franchisor's then-current form of franchise agreement that will then govern the balance of the Term, or (b) this Agreement is assigned to and assumed by the proposed transferee; (4) the Studio and equipment must be upgraded, refurbished or repaired if Franchisor, in its sole discretion, decides it is necessary; (5) the transferee (a) completes (or has its Operating Principal complete) the Owner/Operator Module and has its Designated Manager complete the Designated Manager Training Program, and (b) has at least one (1) Authorized Instructor prior to reopening, and/or resuming the provision of Approved Services at the Studio; (6) all monies owed, however arising, by Franchisee or its affiliates to Franchisor, its affiliates, and all suppliers to the Studio are paid; and (7) there must not be an outstanding default of any provision of this Agreement or of any other agreement between Franchisee (or its affiliates) and Franchisor (or its affiliates). In addition to the foregoing, if a franchise broker is owed a commission in connection with the purchase of Franchisee's Studio, the proposed transferee must pay Franchisor a sourcing fee equal to $30,000. Instead of the standard transfer fee, Franchisee must pay an administrative fee at the time of proposing any transfer or assignment amounting to (a) $750 if Franchisee is an individual (or individuals) and the transfer is from Franchisee to an entity that is wholly owned by such individual(s), or (b) $1,500 if the transfer is from Franchisee to an immediate family member.

14.3 **Death or Disability of Franchisee.** In the event of the death or disability of Franchisee, if an individual, or of a stockholder of a corporate Franchisee, or of a partner of a Franchisee which is a partnership, or a member of a Franchisee which is a limited liability company, the transfer of Franchisee's or the deceased stockholder's, partner's or member's interest in this Agreement to his or her heirs, trust, personal representative or conservators, as applicable, must occur within six (6) months of the death or disability, but, shall not be deemed a Transfer by Franchisee (provided that the responsible management employees or agents of Franchisee have been satisfactorily trained at Franchisor's Initial Training Program) nor obligate Franchisee to pay any transfer fee. If Franchisor determines (i) there is no imminent transfer to a qualified successor or (ii) there is no heir or other principal person capable of operating the Studio, Franchisor shall have the right, but not the obligation, to immediately appoint a manager and commence operating the Studio on behalf of Franchisee or its estate. Franchisee shall be obligated to, and shall, pay to Franchisor all reasonable costs and expenses for such management assistance, including without limitation, the manager's salary, room and board, travel expenses and all other related expenses of the Franchisor appointed manager. Operation of the Studio during any such period shall be for and on behalf of Franchisee, provided that Franchisor shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee or its owners for any debts, loses or obligations incurred by the Studio, or to any creditor of Franchisee for any supplies, inventory, equipment, furniture, fixtures or services purchased by the Studio during any period in which it is managed by a Franchisor appointed manager. Franchisor may, in its sole discretion, extend the six (6) month period of time for completing a transfer contemplated by this Section.

14.4 **Relocation.** Franchisee may not relocate the Studio from the Authorized Location without Franchisor's prior written approval, which Franchisor may provide in its sole discretion. Franchisee agrees and acknowledges that: (i) it must pay Franchisor a $5,000 relocation fee at the time Franchisee makes any relocation request; and (ii) Franchisor is not likely to approve any relocation request unless (a) due to extreme circumstances that are beyond Franchisee's control, and (b) Franchisee is in full compliance with this Agreement.

14.5 **Franchisor's Right of First Refusal.** If Franchisee (or any of its owners) desire to engage in a Transfer, Franchisee (or its owners) agree to obtain from a responsible and fully disclosed buyer, and send to Franchisor, a true and complete copy of a bona fide, executed written offer (which may include a letter

of intent) relating exclusively to an interest in Franchisee or in this Agreement and the Studio. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price. The right of first refusal process will not be triggered by a proposed Transfer that would not be allowed under Sections 14.1 and 14.2 above. Franchisor may require Franchisee (or its owners) to send to Franchisor copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

Within 30 days after Franchisor receives an exact copy of the bona fide offer and all information that Franchisor requests, Franchisor may, by written notice delivered to Franchisee or its selling owner(s), elect to purchase the interest offered for the price and on the terms and conditions contained in the offer. Franchisor may substitute any form of payment proposed in the offer as acceptable consideration. Franchisee and its owners must make all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal entity, as applicable, and Franchisee and its selling owner(s) (and their immediate family members) must comply with the obligations regarding Competing Businesses, as though this Agreement had expired on the date of the purchase. Franchisor has the unrestricted right to assign this right of first refusal to its affiliate or an unaffiliated third party, who then will have the rights described in this Section 14.5.

If Franchisor decides not to exercise its right of first refusal, Franchisee or its owners may complete the sale to the proposed buyer on the original offer's terms, but only if Franchisor otherwise consented to the Transfer in accordance with, and Franchisee (and its owners) and the transferee comply with the conditions in, Sections 14.1 and 14.2 above. If Franchise does not complete the sale to the proposed buyer within 60 days after either Franchisor notifies Franchisee that it does not intend to exercise its right of first refusal or the time Franchisor's exercise expires, or if there is a material change in the terms of the sale (which Franchisee agrees to tell Franchisor promptly), Franchisor or its designee will have an additional right of first refusal during the 30-day period following either the expiration of the 60-day period or Franchisor's receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at Franchisor's or its designee's option.

14.6 **Transfer by Franchisor.** Franchisor shall have the right to transfer, assign or delegate all or any part of its rights or obligations herein to any person or legal entity, directly or indirectly, by merger, assignment, pledge or other means.

15. DEFAULT AND TERMINATION OF AGREEMENT

15.1 **Termination of Franchise by Franchisor.** Franchisor shall have the right to terminate this Agreement for "good cause" upon delivering notice of termination to Franchisee. For purposes of this Agreement, "good cause" shall include, without limitation: (i) a material breach of this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates, (ii) intentional, repeated or continuous breach of any provision of this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates, and (iii) the breaches (and, if applicable, failure to cure such breaches) described below in this Section 15.

A. *Immediate Termination*. Franchisee shall be deemed to be in default and Franchisor may terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee, and such termination shall be for good cause where the grounds for termination are:

(1) Franchisee has made any material misrepresentation or omission in the Application Materials or otherwise in connection with applying for the franchise or in executing or performing under this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates;

(2) Franchisee becomes insolvent by reason of Franchisee's inability to pay debts as they become due, or makes an assignment for the benefit of creditors or makes an admission of Franchisee's inability to pay obligations as they become due;

(3) Franchisee files a petition in bankruptcy, or an involuntary petition in bankruptcy is filed against Franchisee or a receiver is appointed for Franchisee's business, or a final judgment remains unsatisfied or of record for thirty (30) days or longer; or if Franchisee is a corporation, limited liability company or partnership, Franchisee is dissolved;

(4) Franchisee voluntarily or otherwise abandons the Studio. For purposes of this Agreement, the term "abandon" means: (i) failure to actively operate the Studio for more than two (2) business days without Franchisor's prior written consent; or (ii) any other conduct on the part of Franchisee or its principals that Franchisor determines indicates a desire or intent to discontinue operating the Studio in accordance with this Agreement or the Learning Management System;

(5) Franchisee or any of its principal officers, directors, partners or managing members is convicted of or pleads no contest to a felony or other crime or offense that adversely affect the reputation of the System or the goodwill associated with the Marks;

(6) Franchisee or its owners make an unauthorized direct or indirect Transfer or attempted or purported Transfer or fails or refuses to transfer the Franchise or the interest in the Franchise of a deceased or disabled controlling owner thereof as required;

(7) Franchisee falsifies any financial reports or records required to be provided by Franchisee to Franchisor under this Agreement;

(8) Franchisee's (i) disclosure, utilization, or duplication of any portion of the System, the Learning Management System or other proprietary or Confidential Information relating to the Studio that is contrary to the provisions of this Agreement; or (ii) use of the Marks in any manner not expressly authorized by Franchisor;

(9) Franchisee violates any health or safety law, ordinance or regulation or operates the Studio in a manner that presents a health or safety hazard to its members or to the public;

(10) Franchisee fails to execute a written premises lease accepted by Franchisor for the operation of the Studio at the Authorized Location by the Lease Execution Deadline, unless Franchisor agrees to otherwise in writing;

(11) Franchisee fails to conduct the Studio's Soft Opening by the Opening Deadline with Franchisor's approval, unless Franchisor agrees to otherwise in writing;

(12) Franchisee defaults under the lease agreement or otherwise loses the right to possess the premises at the location at which the Studio is located;

(13) Franchisee fails to comply with the covenants not to compete as required in Article 13 herein;

(14) Franchisee permits the offer or sale of products and services other than the Approved Services at the Studio in violation of the terms of this Agreement on two (2) or more occasions in any 24-month period, regardless of whether Franchisee subsequently cured the prior default(s);

(15) Franchisee fails to comply with its obligations under Section 17.6 herein;

(16) Franchisee, after curing a default pursuant to Section 15.1.B herein, commits the same act of default again within any six (6)-month period whether or not such default is cured after notice thereof is delivered to Franchisee; or

(17) Franchisee (or any of its owners) fails on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with any provision of this Agreement, whether or not Franchisor notifies Franchisee of the failures, and if Franchisor does notify Franchisee of the failures, whether or not Franchisee corrects the failures after Franchisor's delivery of notice to Franchisee.

B. *Termination with Notice*. In addition to the provisions of Section 15.1.A, if Franchisee shall be in default under the terms of this Agreement and the default shall not be cured or remedied (to Franchisor's satisfaction) within thirty (30) days after receipt of written notice from Franchisor (or 10 days' prior notice in the event of a default that is described in Subsections (6), (7) or (8) below), in addition to all other remedies available to Franchisor at law or in equity, Franchisor may immediately terminate this Agreement on written notice to Franchisee. Franchisee shall be in default, and each of the following shall constitute good cause for termination under this Section:

(1) Failure, refusal or neglect by Franchisee to obtain Franchisor's prior written acceptance, approval or consent any time such acceptance, approval, or consent is required by this Agreement;

(2) Franchisee's failure to comply with any provision of this Agreement that does not otherwise provide for immediate termination, or Franchisee's bad faith in carrying out the terms of this Agreement;

(3) Failure by Franchisee to maintain books and financial records for the Studio suitable for proper financial audit or failure by Franchisee to permit Franchisor to carry out its rights to conduct an inspection or audit as provided in this Agreement or failure by Franchisee to submit as required by this Agreement all reports, records and information of the Studio;

(4) Franchisee, or if Franchisee has elected not to directly supervise "on-premises" the day-to-day Studio operations, then Franchisee's management employee, fails to complete, to Franchisor's satisfaction, the Initial Training Program as provided in this Agreement;

(5) Franchisee fails to pay when due any amount owing to Franchisor or its affiliates under this Agreement or any other agreement, or is unable to obtain adequate financing to cover all costs of developing, opening and operating the Studio;

(6) Franchisee fails to pay when due any amounts owing to any person or entity in connection with the construction, leasing, financing, operation or supply of the Studio;

(7) Franchisee closes any bank account without completing all of the following after such closing (i) immediately notifying Franchisor in writing, (ii) immediately establishing another bank account, and (iii) executing and delivering to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account by electronic funds transfer;

(8) Franchisee fails to maintain or suffers cancellation of any insurance coverage required under this Agreement or Applicable Laws;

(9) Franchisee allows (a) classes to be taught or training to be conducted by instructors who have not successfully completed the Pre-Opening Instructor Training, including the Fundamentals Training Program, or (b) the Pre-Opening Instructor Training to be taught by anyone other than a Head Coach that has been approved by Franchisor to provide that Program;

(10) Franchisee offers in conjunction with the operation of the Studio products or services that have not been approved by Franchisor;

(11) Franchisee fails to abide by the pertinent marketing and advertising requirements and procedures and participates in marketing programs for the Studio as established by Franchisor;

(12) Franchisee fails to (i) comply with the Performance Standards as set forth in Section 8.7 of this Agreement and fails to participate in and implement all temporary and permanent corrective measures mandated by Franchisor to address such non-compliance, (ii) comply with System Standards for cleanliness, customer service, equipment maintenance, and any other System Standards which effect or enhance the member experience at the Studio, or (iii) achieve the Minimum Monthly Gross Sales Quota described in Section 8.7 during any trailing 36-month period, regardless of its participation in any corrective training programs mandated by Franchisor; or

(13) Franchisee fails to (a) utilize Franchisor's then-current approved supplier to provide the Opening Support Program, (b) actively engage in the Pre-Sales Phase activities set forth in the plan that Franchisor and/or its approved supplier approves in connection with the Opening Support Program, and/or (c) fails to timely acquire the Pre-Sales and Soft Opening Retail Inventory Kit or expend the required minimum amounts that Franchisor prescribes in connection with the Pre-Sales Phase and other pre-opening activities designed to promote the Studio consistent with the terms of this Agreement.

15.2 **Cross-Default.** If there are now, or hereafter shall be, other franchise agreements or any other agreements in effect between Franchisee or any of its affiliates and Franchisor or any of its affiliates, a default by Franchisee or any of its affiliates and/or owners under the terms and conditions of this Agreement or any other such agreement, shall at the option of Franchisor, constitute a default under this Agreement and all such other agreements.

15.3 **Obligations of Franchisee upon Termination or Expiration.** Immediately upon termination or expiration of this Agreement for any reason:

A. All rights, privileges and licenses granted by Franchisor to Franchisee shall immediately cease and be null and void and of no further force and effect, and all such rights, privileges and licenses shall immediately revert to Franchisor;

B. Franchisee shall cease operating the Studio, and shall immediately, at its own expense, remove and cease using or displaying all signs, obliterate or remove all letterheads, labels or any other item or form of identification that would in any way link or associate Franchisee, its goods and/or services with Franchisor, and shall immediately cease to use, in any manner, the Marks, Confidential Information, System and any other intellectual property of Franchisor or its affiliates;

C. Franchisee shall immediately terminate all advertising and promotional efforts and any other act that would in any way indicate that Franchisee is or was ever an authorized BFT Studio franchisee;

D. Franchisee shall cancel any assumed name of Franchisee or equivalent registration that contains any Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement;

E. Franchisee agrees not to use any reproduction, counterfeit, copy, or colorable imitation of the Marks that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in and to the Marks, and further agrees not to use any trade dress or designation of origin or description or representation that falsely suggests or represents an association or connection with Franchisor;

F. Franchisee shall pay all amounts owing to Franchisor and its approved suppliers under this Agreement and otherwise in connection with the Studio. In the event of termination for any default of Franchisee, such sums shall include all damages, costs and expenses, including reasonable legal fees, incurred by Franchisor as a result of the default;

G. Franchisee shall comply with the covenants set forth in Articles 12 and 13 of this Agreement;

H. Franchisee shall: 1) assign any and all interests or rights in the Studio customer data to Franchisor, and cease marketing or communicating with such individuals; and 2), at Franchisor's option, assign to Franchisor any interest that Franchisee has in any lease for the premises of the Studio; and

I. Franchisor shall have the option, exercisable by giving written notice thereof within thirty (30) days from the date of such termination or expiration to purchase any and all equipment, furniture, fixtures, signs, sundries and supplies owned by Franchisee and used in the Studio, at the lesser of (i) Franchisee's cost less depreciation computed on a reasonable straight line basis (as determined in accordance with generally accepted accounting principles and consistent with industry standards and customs) or (ii) fair market value of such assets, less (in either case) any outstanding liabilities of the Studio. In addition, Franchisor shall have the option to assume Franchisee's lease for the lease location of the Studio, or if an assignment is prohibited, a sublease for the full remaining term on the same terms and conditions as Franchisee's lease. No value will be attributed to the value of the Marks or the System or to the assignment of the lease (or sublease) for the premises or the assignment of any other assets used in conjunction with the Studio, and Franchisor will not be required to pay any separate consideration for any such assignment or sublease.

If the Parties cannot agree on fair market value within thirty (30) days of Franchisor's notice of intent to purchase, fair market value shall be determined by an experienced, professional and impartial third-party appraiser without regard to goodwill or going concern value, designated by Franchisor and acceptable to Franchisee, whose determination shall be final and binding on both Parties. The cost of such appraisal shall be borne equally by Franchisor and Franchisee. If the Parties cannot agree upon an appraiser, one shall be appointed by the American Arbitration Association, upon petition of either Party.

Franchisor shall have the right to withhold from the purchase price funds sufficient to pay all outstanding debts and liabilities of Franchisee and the Studio and to pay such debts and liabilities from such funds.

J. Franchisor and Franchisee agree that Franchisor will suffer compensable damages including, among others, the amount of the Royalty and Fund Contributions it would have received, and for which it bargained in entering into this Agreement, if Franchisee terminates this Agreement without cause or Franchisor terminates this Agreement because of Franchisee's breach (the "Lost Revenue Damages"). Franchisor and Franchisee acknowledge that, because Royalty and Fund Contributions are

calculated as a percentage of the Studio's Gross Sales, it will be impossible to calculate Lost Revenue Damages once the Studio ceases operation. To bring certainty to that determination, Franchisor and Franchisee agree that Lost Revenue Damages will equal the net present value of: (1) the lesser of 36 or the number of calendar months remaining on the Term absent the termination, multiplied by (2) the sum of the Royalty and Fund Contribution percentages in effect as of the termination date, multiplied by (3) the average monthly Gross Sales of the Studio during the 24 full calendar months immediately preceding the termination date, minus (4) any cost savings Franchisor experienced as a result of the termination; provided, however, that if (i) as of the termination date, the Studio had not operated a full 24 calendar months, monthly average Gross Sales will equal the highest monthly Gross Sales achieved during the period in which it operated, and (ii) if the termination was based on Franchisee's unapproved closure of the Studio, average monthly Gross Sales would be based on the 24 full calendar months immediately preceding the closure of the Studio.

Franchisor and Franchisee acknowledge and agree that (a) their agreement on the calculation of Lost Revenue Damages is a reasonable determination of actual damages that will be suffered by Franchisor in the event of a termination as described above and is not a penalty, and (b) Lost Revenue Damages represent only lost Royalty and Fund Contributions, and the right to recover such damages is not exclusive of and does not replace any other rights Franchisor has under this Agreement or applicable law if this Agreement is terminated as described above, including the right to seek other damages it suffers as a result of a termination as described above or the events on which such termination was based.

K. Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies, which Franchisor may have against Franchisee, whether under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination.

15.4 **Franchisor's Rights and Remedies in Addition to Termination.**

If Franchisee shall be in default in the performance of any of its obligations or breach any term or condition of this Agreement, in addition to Franchisor's right to terminate this Agreement, and without limiting any other rights or remedies to which Franchisor may be entitled at law or in equity, or if Franchisor has issued a notice to Franchisee in exercise of its rights to purchase the Studio under Section 15.3.I above, then, Franchisor may, at its election, immediately or at any time thereafter, and without notice to Franchisee, cure such default on Franchisee's behalf and, in its discretion, either directly or through its designee, enter upon and take possession of the Studio, for a period not to exceed 180 days, and thereafter take, in the name of Franchisee, all other actions necessary to effect the provisions of this Agreement. Franchisee agrees that any such entry or other action shall not be deemed a trespass or other illegal act, and Franchisor shall not be liable in any manner to Franchisee for so doing, and Franchisee shall pay the entire cost thereof to Franchisor on demand, including reasonable compensation to Franchisor for the management of the Studio. If Franchisor exercises its rights under this Section, then Franchisor is not required to use Franchisee's employees and reserves the right to designate its own personnel to manage and operate the Studio.

During the period in which Franchisor or its designee operates the Studio under this Section, Franchisee will cooperate with Franchisor and its designees to support the operation of the Studio in compliance with all the System Standards, including making available any and all books, records, and accounts. Franchisee agrees that all funds derived from the operation of the Studio during this period will be held and used solely by Franchisor or its designee, will be used to pay expenses associated with the operation of the Studio (including payment of any fees and other amounts owed by Franchisee to Franchisor under this Agreement and Franchisor's then-current fee for such interim operation of the Studio), and will be accounted for separately from Franchisor's other revenue and expenses.

Franchisee agrees that Franchisor or its designee must exercise only a reasonable degree of care in operating the Studio and is under no duty to take extraordinary measures or, in any way, fund the operations to ensure the Studio's success or continued operations during or after such period. Franchisee agrees that it continues to bear the sole liability for any and all accounts payable, obligations, and/or contracts, including all obligations under the Studio lease and all obligations to its vendors and employees and contractors, unless and until Franchisor expressly assumes them in connection with the purchase of the Studio under Section 15.3.I above. Franchisor may elect to cease such interim operations of the Studio at any time with notice to Franchisee. Franchisor (or its designee) will not be liable to Franchisee or its owners for any debts, losses, or obligations the Studio incurs, or to any of Franchisee's creditors.

Franchisor's decision to operate the Studio on an interim basis, will not affect Franchisor's right to terminate this Agreement under Section 15.1.A(4) above. Franchisee's indemnification obligations set forth under Section 11.2 will continue to apply during any period that Franchisor or its designee operate the Studio.

16. RESOLUTION OF DISPUTES

16.1 **Governing Law.** Franchisor and Franchisee agree that all matters relating to arbitration will be governed by the substantive and procedural provisions of the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.), which they acknowledge and agree will supersede any conflicting provisions of any state's laws relating to arbitration. Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other applicable federal laws, this Agreement and any other agreement between Franchisor (or its parents, affiliates, and subsidiaries) and Franchisee (or its parents, affiliates, and subsidiaries, if applicable), and the rights granted and relationships created thereunder, shall be governed by the internal laws of the State of California, without regard to its conflicts of laws rules, except that the provisions regarding competitive activities shall be interpreted and enforced in accordance with the laws of the state in which the Studio is located. The Parties further acknowledge and agree that the adoption of California law in this Section is not intended to circumvent or, in any manner, satisfy any jurisdictional requirements contained in any such laws that are expressly and specifically directed to the offer or sale of franchises or the relationships between franchisors and franchisees.

16.2 **Internal Dispute Resolution.** The Parties each agree that, except as set forth in Section 16.5 below, before it (or any of its parents, affiliates, or subsidiaries, or their respective owners, officers, directors, employees, or representatives) initiates an arbitration or litigation against the other Party (or any of the other Party's parents, affiliates, or subsidiaries, or their respective owners, officers, directors, employees or representatives), the Party initiating arbitration or litigation will provide the other Party with written notice of the underlying claim or dispute specifying, in detail, the precise nature and grounds of the claim or dispute. Within thirty (30) days after delivery of such claim or dispute, the Parties will use good faith efforts to discuss and resolve the claim or dispute informally for a reasonable period which shall be no more than sixty (60) days unless mutually extended by the Parties. The Parties must personally participate in the informal dispute resolution conference. The statute of limitations and any arbitration filing fee deadlines shall be tolled while the Parties engage in the internal dispute resolution process described in this Section.

16.3 **Mediation.** Except as provided in Section 16.5 below, the Parties agree to submit any claim or dispute they are unable to resolve informally, as described in Section 16.2 above, to mediation to be conducted by JAMS using its then-current mediation rules and procedures (see www.jamsadr.com/mediation) and to take place at Franchisor's or, as applicable, Franchisor's successor's or assign's, then-current principal place of business (currently, Irvine, California), or via a videoconferencing platform, if both Parties agree. Each Party will bear its own costs in participating in the

mediation, and Franchisor and Franchisee will share JAMS' and the mediator's fees and costs equally. Neither Party will be required to mediate for more than one (1) day.

16.4 **Mandatory Binding Arbitration.** If Franchisor waives the obligation to mediate (as described in Section 16.3) or the informal dispute processes described in Sections 16.2 and 16.3 do not resolve the claim or dispute to the Parties' satisfaction, all controversies, disputes, or claims between Franchisor, or any of its parents, affiliates, and subsidiaries, and its and their respective owners, officers, directors, agents, and employees (the "Franchisor Parties"), on the one hand, and Franchisee, or any of its parents, affiliates, and subsidiaries, and its and their respective owners, guarantors, officers, directors, agents, and employees (the "Franchisee Parties") on the other hand, arising out of or related to: (1) this Agreement or any other agreement between any of the Franchisor Parties and Franchisee Parties; (2) the relationships between any Franchisor Parties and Franchisee Parties; (3) the scope or validity of this Agreement or any other agreement referenced in clause (1) above or any provision of any of such agreements (including the validity and scope of the arbitration provision under this Section, which Franchisor and Franchisee acknowledges is to be determined by an arbitrator, not a court); or (4) any System Standard, must be submitted for binding arbitration, on demand of either Party, to JAMS. If any Party initiates arbitration or files any counterclaim, it must submit a personally-signed verification therewith. The arbitration proceedings will be conducted by one mutually acceptable arbitrator and, except as this Section otherwise provides, according to JAMS' then-current Comprehensive Arbitration Rules & Procedures (see www.jamsadr.com/rules-comprehensive-arbitration/) or, if applicable, then-current Mass Arbitration Procedures & Guidelines (see https://www.jamsadr.com/mass-arbitration-procedures). If the Parties are unable to agree on an arbitrator, an arbitrator having at least five (5) years' experience in the areas involved will be appointed by JAMS.

All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of Franchisor's (or its successor's or assign's, as applicable) then-current principal place of business (currently, Irvine, California), or via a videoconferencing platform, if both Parties agree. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each Party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance, and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by Franchisor, or its parents, affiliates, and subsidiaries, generic or otherwise invalid, or award any punitive or exemplary damages against any Party to the arbitration proceeding (Franchisor and Franchisee hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any Party to the arbitration proceeding). Except as otherwise stated in this Agreement, the arbitrator shall have no authority to issue any relief on any basis other than an individual basis.

The Parties agree that each Party will pay its share of fees and costs in accordance with applicable JAMS rules. If a Party fails to timely pay such fees or costs, the other Party may, in its discretion, advance such costs on behalf of the nonpaying Party. To the extent permitted by applicable law, at the conclusion of the arbitration, the arbitrator shall award to the prevailing Party its fees and costs, including all reasonable experts', attorneys' and other professionals' fees incurred in the proceedings.

In any arbitration proceeding, each Party will be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. Each Party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be

forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by any Party.

The arbitrator shall have full authority to manage any necessary exchange of information among the Parties with a view to achieving an efficient and economical resolution of the dispute. The Parties may only serve reasonable requests for documents, which must be limited to documents upon which a Party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain, and shall not include broad phraseology such as "all documents directly or indirectly related to."

The provisions of this Section are intended to benefit and bind certain third-party non-signatories. The provisions of this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

In the event any portion of this Section is deemed unenforceable, the remainder of this agreement to arbitrate will be enforceable.

The parties to any mediation or arbitration will execute an appropriate confidentiality agreement, excepting only such disclosures and filings as are required by law.

16.5 **Other Proceedings (Right to Injunctive Relief).** Nothing in this Agreement, including the provisions of Sections 16.2 through 16.4, bars a Party's right to seek and obtain in any court of competent jurisdiction injunctive or other equitable relief against actual or threatened conduct that it believes is likely to cause loss or damage to its trademarks (including the Marks), its proprietary information, or its systems (including the System), in each case, under customary equity rules, including applicable rules for obtaining restraining orders and injunctions. Each Party agrees that the other may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. The Parties agree that the Party seeking injunctive relief pursuant to this Section will not be required to post a bond to obtain injunctive relief and that the only remedy for a Party if an injunction is entered against it will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

16.6 **Consent to Jurisdiction.** Subject to the obligation to submit to binding arbitration under Section 16.4 above, Franchisor and Franchisee agree that all controversies, disputes, or claims between them or any Franchisor Parties and Franchisee Parties arising out of or related to this Agreement or any other agreement between a Franchisor Party and a Franchisee Party or their relationships with each other must be commenced exclusively in state or federal court closest to Franchisor's (or its successor's or assign's, as applicable) then-current principal place of business (currently, Irvine, California), and the Parties irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts.

16.7 **Waiver of Punitive Damages.** The Parties hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against each other arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, recovery is limited to actual damages, except as provided below. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall

be construed to prevent Franchisor from claiming and obtaining (a) expectation or consequential damages, including lost future royalties for the balance of the Term if it is terminated due to Franchisee's default, which the Parties agree and acknowledge Franchisor may claim under this Agreement, and (b) punitive damages arising under or relating to the indemnification or confidentiality provisions of this Agreement.

16.8 **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

16.9 **WAIVER OF CLASS ACTIONS.** THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE OPERATIONS OF THE STUDIO, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR THEIR RESPECTIVE AFFILIATES, OFFICERS, OWNERS, OR EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD-PARTY. The Parties expressly waive the right to have any claim or dispute brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, consolidated, and/or representative action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any class, collective, coordinated, consolidated, and/or representative action, or to award relief to anyone but the individual in arbitration. The Parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this Agreement, this Section does not prevent the Parties from participating in a classwide, collective, and/or representative settlement of claims. Notwithstanding any other provision of this Agreement, only a court of competent jurisdiction shall have the authority to resolve disputes arising out of or relating to this Section, including, but not limited to, any claim that all or part of this Section is unenforceable, unconscionable, illegal, void, or voidable.

16.10 **Grouped Arbitrations.** To the extent permitted by applicable law and notwithstanding any other provision of this Agreement, to increase efficiency of resolution, in the event 75 or more similar arbitration demands are filed within a 30-day period: (a) the Parties shall cooperate to organize the arbitration demands into randomized groups of no more than 75 demands (plus, to the extent there are fewer than 75 arbitration demands remaining, a final group consisting of the remaining demands); (b) Franchisees' counsel shall organize and present the grouped demands to the arbitration provider in a format as required under the JAMS Mass Arbitration Procedures & Guidelines; (c) JAMS shall assess one set of filing and administrative fees per group and shall assign one arbitrator per group, subject to any applicable disclosure and disqualification procedures available under applicable law; (d) JAMS shall set one initial administrative conference per group; (e) regardless of the grouping described above, the arbitrator shall resolve all arbitrations within a group on an individual basis; (f) the first group of 75 arbitrations shall proceed on an individual basis, while the remaining cases are stayed and applicable statutes of limitations for those cases are tolled; (g) the Parties shall use their best efforts to complete the initial 75 individual arbitrations within 120 days after the initial administrative conference, and shall engage in good-faith mediation following resolution of the initial 75 individual arbitrations; (h) if mediation is unsuccessful, the remaining cases shall proceed on an individual basis in groups of 75 cases (plus, to the extent there are fewer than 75 arbitration demands remaining, a final group consisting of the remaining demands); and (i) no final award from an arbitrator in any one arbitration shall have preclusive effect in any other arbitration. The Parties agree to

cooperate in good faith to implement the above grouped approach to administration of the arbitration demands.

If any similar arbitration demands were originally processed as individual arbitration demands before this grouping procedure was commenced, further proceedings, including the assessment of further arbitration filing or administration fees to either Party shall be governed by the procedures set forth in this Section.

16.11 **Attorneys' Fees and Costs.**

A. To the extent permitted by applicable law, if legal action or arbitration is necessary to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover reasonable compensation for preparation, investigation, court costs, arbitration costs (if applicable) and reasonable attorneys' fees, from the non-prevailing Party as fixed by an arbitrator or court of competent jurisdiction.

B. Separate and distinct from the right of a prevailing Party to recover expenses, costs and fees in connection with any legal proceeding or arbitration, the prevailing Party shall also be entitled to receive all expenses, costs and reasonable attorneys' fees incurred in connection with the enforcement of any arbitration award or judgment entered, to the extent permitted by applicable law. Furthermore, the right to recover post-arbitration award and post judgment expenses, costs and attorneys' fees shall be severable and shall survive any award or judgment and shall not be deemed merged into such judgment.

C. Apart from the obligations in Sections 16.11.A and 16.11.B, Franchisee agrees and acknowledges that it will be responsible for the legal fees and other costs that Franchisor incurs in connection with certain modifications that Franchisor agrees to make to the Franchise Agreement, including without limitation, modifications made to address the following situations: (i) relocation; or (ii) any other amendment to extend a given performance deadline of Franchisee, modify the Designated Territory awarded hereunder, or otherwise modify, amend or supplement this Agreement in any way at the request of Franchisee or as necessary for Franchisee to avoid this Agreement being in default or subject to termination. Franchisor may set forth flat fee amounts designed to help defray the costs associated with addressing certain of the foregoing situations in the context of this Agreement or any other agreement with Franchisor, whether in the Learning Management System or otherwise in a writing distributed to System franchisees.

16.12 **No Withholding of Payments.** Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

16.13 **Third-Party Beneficiaries.** Franchisor's officers, directors, owners, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Article 16, each having authority to specifically enforce the right to mediate and arbitrate claims asserted against such person(s) by Franchisee.

17. MISCELLANEOUS PROVISIONS

17.1 **Severability.** Each article, section, paragraph, term and provision of this Agreement, or any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held by an arbitrator or by a court of competent jurisdiction to be unenforceable due to any applicable existing or future law or regulation, such portion shall not impair the operation of or have any effect upon, the

remaining portions of this Agreement which will remain in full force and effect. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

17.2 **Waiver and Delay.** No failure, refusal or neglect of Franchisor to exercise any right, power, remedy or option reserved to it under this Agreement, or to insist upon strict compliance by Franchisee with any obligation, condition, specification, standard or operating procedure in this Agreement, shall constitute a waiver of any provision of this Agreement and the right of Franchisor to demand exact compliance with this Agreement, or to declare any subsequent breach or default or nullify the effectiveness of any provision of this Agreement. Subsequent acceptance by Franchisor of any payment(s) due to it under this Agreement shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

The following provision applies if Franchisee or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin: No statement, questionnaire, or acknowledgement 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.

17.3 **Franchisor's Discretion.** Except as otherwise specifically referenced herein, all acts, decisions, determinations, specifications, prescriptions, authorizations, approvals, consents and similar acts by Franchisor may be taken or exercised in the sole and absolute discretion of Franchisor, regardless of the impact upon Franchisee. Franchisee acknowledges and agrees that when Franchisor exercises its discretion or judgment, its decisions may be for the benefit of Franchisor or the System and may not be in the best interest of Franchisee as an individual franchise owner.

17.4 **Notices.** All notices which the Parties hereto may be required or permitted to give under this Agreement must be in writing and must be delivered or mailed by certified or registered mail, return receipt requested, postage paid, or by reliable overnight delivery service, addressed as follows.

If to Franchisor: BFT Franchise SPV, LLC
17877 Von Karman Ave., Suite 100
Irvine, CA 92614
Attention: President

If to Franchisee: At the Studio's address or, if the Studio has been permanently closed, to:

_____
_____
_____

Except for Franchisor's right to send notices to the Studio's address as indicated above, either Party may change its notice address at any time by written notice given to the other Party as herein provided. Notices will be deemed delivered when actually delivered if delivered by hand at the address(es) listed above or otherwise notified by the Parties in accordance with this Section, three (3) business days after

postmark by the United States Postal Service if delivered by certified or registered mail, or the next business day after deposit with reliable overnight delivery service if delivered in that manner.

Notwithstanding the above, Franchisor may, at its sole discretion, provide notices required or permitted under this Agreement to Franchisee via electronic mail at Franchisee's designated email address provided on Exhibit 1 hereto. Notices sent via electronic mail will be deemed delivered one (1) business day after transmission.

17.5 **No Recourse Against Nonparty Affiliates.** Franchisee agrees that it will look only to Franchisor to perform under this Agreement. Franchisor's affiliates are not parties to this Agreement and have no obligations under it. Franchisee may not look to Franchisor's affiliates for performance. Franchisee agrees that Franchisor's and its affiliates' members, managers, owners, directors, officers, employees and agents shall not be personally liable or named as a party in any action between Franchisor or its affiliates and Franchisee or its affiliates or their respective owners.

17.6 **Non-Disparagement.** Franchisee agrees that it will not (and to use its best efforts to cause its current and former owners, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, affiliates, successors and assigns not to) (i) make any untrue or derogatory statements concerning Franchisor and its affiliates, as well as their present and former officers, employees, shareholders, directors, agents, attorneys, servants, representatives, successors and assigns; or (ii) undertake any act which would (a) subject the Marks to ridicule, scandal, reproach, scorn, or indignity, (b) negatively impact the goodwill of Franchisor or its affiliates, the Marks, other components of the System, or any other brands owned or controlled by Franchisor or its affiliates, or (c) constitute an act of moral turpitude (including, without limitation, verbal, physical, or sexual harassment towards any other person).

Notwithstanding the foregoing, nothing in this Agreement or any other agreement with Franchisor restricts or prohibits any person from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Securities and Exchange Commission, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. No person needs the prior authorization of Franchisor to engage in conduct protected by the preceding sentence, and no person needs to notify Franchisor that such person has engaged in such conduct.

17.7 **Security Interest.** Franchisee hereby collaterally assigns to Franchisor the lease for the Authorized Location and grants Franchisor a security interest in all of the assets of the Studio, including but not limited to inventory, accounts, supplies, equipment, contracts, cash derived from the operation of the Studio and sale of other assets, and proceeds and products of all those assets. Franchisee agrees to execute such other documents as Franchisor may reasonably request in order to further document, perfect and record its security interest. If Franchisee defaults in any of its obligations under this Agreement, Franchisor may exercise all rights of a secured creditor granted to Franchisor by law, in addition to Franchisor's other rights under this Agreement and at law. If an approved third-party lender requires that Franchisor subordinate Franchisor's security interest in the assets of the Studio as a condition to lending Franchisee working capital for the construction or operation of the Studio, Franchisor will agree to subordinate pursuant to terms and conditions determined by Franchisor. This Agreement shall be deemed to be a Security Agreement and Financing Statement and may be filed for record as such in the records of any county and state that Franchisor deems appropriate to protect its interests.

17.8 **Survival.** All of Franchisor's and Franchisee's (and Franchisee's Owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full

or by their nature expires. Without limiting the generality of the foregoing, the parties expressly acknowledge that each of the following provisions of this Agreement will survive the Agreement's expiration or termination: Section 10.4 (Information Security); Section 11 (Relationship of the Parties; Indemnification); Section 12 (Confidential Information); Section 13.1.B (Non-Competition Covenants of Franchisee; After the Term of this Agreement); Section 13.2.B (Non-Solicitation Covenants; After the Term of this Agreement); Section 15.3 (Obligations of Franchisee upon Termination or Expiration); Section 16 (Resolution of Disputes); Section 17 (Miscellaneous Provisions); Section 18 (Acknowledgements); and Section 19 (Entire Agreement).

18. ACKNOWLEDGMENTS

18.1 THE SUBMISSION OF THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER AND THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY UPON THE EXECUTION HEREOF BY THE FRANCHISOR AND THE FRANCHISEE. THE DATE OF EXECUTION BY THE FRANCHISOR SHALL BE CONSIDERED TO BE THE DATE OF EXECUTION OF THIS AGREEMENT.

18.2 THIS AGREEMENT SHALL NOT BE BINDING ON THE FRANCHISOR UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF THE FRANCHISOR.

18.3 FRANCHISEE ACKNOWLEDGES THAT THIS AGREEMENT, THE FRANCHISE DISCLOSURE DOCUMENT ("FDD"), AND THE EXHIBITS HERETO CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT TERMINATES AND SUPERSEDES ANY PRIOR AGREEMENT BETWEEN THE PARTIES CONCERNING THE SAME SUBJECT MATTER.

18.4 FRANCHISEE AGREES AND ACKNOWLEDGES THAT FULFILLMENT OF ANY AND ALL OF FRANCHISOR'S OBLIGATIONS WRITTEN IN THIS AGREEMENT OR BASED ON ANY ORAL COMMUNICATIONS WHICH MAY BE RULED TO BE BINDING IN A COURT OF LAW SHALL BE FRANCHISOR'S SOLE RESPONSIBILITY AND NONE OF FRANCHISOR'S AGENTS, REPRESENTATIVES, NOR ANY INDIVIDUALS ASSOCIATED WITH FRANCHISOR SHALL BE PERSONALLY LIABLE TO FRANCHISEE FOR ANY REASON.

19. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the exhibits hereto, constitute the entire and only agreement between the Parties concerning the granting, awarding and licensing of Franchisee as an authorized BFT Studio franchisee at the Studio location, and supersede all prior and contemporaneous agreements. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either Party unless mutually agreed to by the Parties and executed by their authorized officers or agents in writing. This Agreement does not alter agreements between Franchisor and Franchisee for other locations. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Franchisor made in the FDD that Franchisor furnished to Franchisee. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Faxed, scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below to be effective as of the Effective Date.

BFT FRANCHISE SPV, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
EFFECTIVE DATE: _____

"FRANCHISEE"

[if an individual]

_____
[Name], individually

Sign: _____
Date: _____

[if a legal entity]

_____
[Name], a [state/type]

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

EXHIBIT 1 TO
FRANCHISE AGREEMENT

1. **Name and Address of Franchisee**:

Franchisee Name: _____
Attention: _____
Address: _____
_____
Email Address: _____

2. **Form of Owner (check and complete one):**

___ Individual

___ Corporation ___ Limited Liability Company ___ Partnership

State Formed: _____ Date: _____

3. **Owners**. The following identifies the owner that Franchisee has designated as, and that Franchisor approves to be, the Operating Principal and lists the full name of each person who is one of Franchisee's owners or an owner of one of Franchisee's owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

	Owner's Name	**Type / %-age of Interest**
Operating Principal:	_____	_____%
Other Owners:	_____	_____%
	_____	_____%

4. **Designated Manager**: _____

5. **Authorized Location** (if determined on Effective Date):_____
_____

6. **Designated Territory** (if determined on Effective Date):_____
_____

7. **Designated Market Area** (if Authorized Location and Designated Territory undetermined as of Effective Date):_____
_____

EXHIBIT 2 TO
FRANCHISE AGREEMENT

AUTHORIZED LOCATION ADDENDUM

This Addendum is made to the Franchise Agreement (the "Franchise Agreement") between BFT Franchise SPV, LLC ("Franchisor"), and _____ ("Franchisee"), dated _____, 20__.

1. *Preservation of Agreement*. Except as specifically set forth in this Addendum, the Franchise Agreement shall remain in full force and effect in accordance with its terms and conditions. This Addendum is attached to and upon execution becomes an integral part of the Franchise Agreement.

2. *Authorized Location*. The parties hereto agree that the Authorized Location referred to in Section 1.1 of the Franchise Agreement shall be the following:

_____.

3. *Designated Territory, if any*. Pursuant to Section 1.2 of the Franchise Agreement, Franchisee's Designated Territory will be defined as follows (if identified on a map, please attach map and reference attachment below):

ACKNOWLEDGED AND ACCEPTED:

"FRANCHISEE"

[if an individual]

_____
[Name], individually

Sign: _____
Date: _____

[if a legal entity]

_____
[Name], a [state/type]

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

EXHIBIT 3 TO
FRANCHISE AGREEMENT

GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT

For value received, and in consideration for, and as an inducement to BFT Franchise SPV, LLC (the "Franchisor") to execute the Franchise Agreement (the "Franchise Agreement"), dated _____, 20__ (the "Effective Date"), by and between Franchisor and _____ or his assignee, if a partnership, corporation or limited liability company is later formed (the "Franchisee"), the undersigned (each a "Guarantor"), jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns the full and timely performance by Franchisee of each obligation undertaken by Franchisee under the terms of the Franchise Agreement.

Upon demand by Franchisor, Guarantor will immediately make each payment required of Franchisee under the Franchise Agreement. Guarantor hereby waives any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Franchise Agreement; (b) proceed against or exhaust any security from Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee. Without affecting the obligations of Guarantor under this Guarantee, Indemnification and Acknowledgment (the "Guarantee"), Franchisor may, without notice to Guarantor, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee.

Guarantor waives notice of amendment of the Franchise Agreement and notice of demand for payment by Franchisee and agrees to be bound by any and all such amendments and changes to the Franchise Agreement.

Guarantor hereby agrees to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees, reasonable costs of investigations, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Franchise Agreement, any amendment, or any other agreement executed by Franchisee referred to therein.

Guarantor hereby acknowledges and agrees to be individually bound by all obligations and covenants of Franchisee contained in the Franchise Agreement, including those related to non-competition and confidentiality.

If Guarantor is a business entity, retirement or investment account, or trust acknowledges and it agrees that if Franchisee (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries or otherwise, for so long as such delinquency exists, subject to applicable law.

This Guarantee shall terminate upon the expiration or termination of the Franchise Agreement, except that this Guarantee shall continue in full force and effect with respect to all obligations and liabilities of Franchisee and Guarantor that arise from events that occurred on or before the effective date of such expiration or termination or that are triggered by or survive expiration or termination of the Franchise Agreement This Guarantee is binding upon each Guarantor and its respective estate, executors, administrators, heirs, beneficiaries, and successors in interest.

The validity of this Guarantee and the obligations of Guarantor(s) hereunder shall in no way be terminated, restricted, diminished, affected or impaired by reason of any action that Franchisor might take or be forced to take against Franchisee, or by reason of any waiver or failure to enforce any of the rights or remedies reserved to Franchisor in the Franchise Agreement or otherwise.

The use of the singular herein shall include the plural. Each term used in this Guarantee, unless otherwise defined herein, shall have the same meaning as when used in the Franchise Agreement.

The provisions contained in Article 16 of the Franchise Agreement (Resolution of Disputes), including, without limitation, Section 16.1 (Governing Law), Section 16.3 (Mediation), Section 16.4 (Mandatory Binding Arbitration), Section 16.6 (Consent to Jurisdiction), and Section 16.11 (Attorneys' Fees and Costs), are incorporated into this Guarantee by reference and shall govern this Guarantee and any disputes between the Guarantors and Franchisor. The Guarantors shall reimburse Franchisor for all costs and expenses it incurs in connection with enforcing the terms of this Guarantee.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the Effective Date.

<table>
<tr><th colspan="2">GUARANTORS</th></tr>
<tr><td colspan="2">Area Developer (if applicable):

[Name of Developer]

By: _____
Name:_____
Title: _____

Address: _____</td></tr>
<tr><th>OWNER/GUARANTOR</th><th>SPOUSE/GUARANTOR</th></tr>
<tr><td>Name:_____

Sign: _____

Address: _____
_____
_____

E-mail Address: _____</td><td>Name:_____

Sign: _____

Address: _____
_____
_____

E-mail Address: _____</td></tr>
<tr><td>Name:_____

Sign: _____

Address: _____
_____
_____

E-mail Address: _____</td><td>Name:_____

Sign: _____

Address: _____
_____
_____

E-mail Address: _____</td></tr>
</table>

EXHIBIT 4 TO
FRANCHISE AGREEMENT

ADDENDUM TO LEASE

This Addendum to Lease (this "Addendum") modifies and supplements that certain lease dated _____, 20___ (the "Lease"), by and between Tenant and Landlord concerning the premises located at _____(the "Premises").

Landlord and Tenant, intending that BFT Franchise SPV, LLC, a Delaware limited liability company, ("Franchisor") (and its successors and assigns) be a third-party beneficiary of this Addendum, agree as follows:

(1) Tenant may display the trademarks, service marks and other commercial symbols owned by Franchisor and used to identify the service and/or products offered at the Studio, including the name "BFT," the Studio design and image developed and owned by Franchisor, as it currently exists and as it may be revised and further developed by Franchisor from time to time, and certain associated logos in accordance with the specifications required by Franchisor, subject only to the provisions of applicable law and in accordance with provisions in the Lease no less favorable than those applied to other tenants of Landlord;

(2) Tenant shall not, and the Landlord shall not permit Tenant to, sublease or assign all or any part of the Lease or the Premises, or extend the term or renew the Lease, without Franchisor's prior written consent;

(3) Landlord shall concurrently provide Franchisor with a copy of any written default notice sent to Tenant and thereupon grant Franchisor the right (but not the obligation) to cure any deficiency or default under the Lease, should Tenant fail to do so, within five (5) days after the expiration of the period in which Tenant may cure the default;

(4) The Premises shall be used only for the operation of a BFT Studio;

(5) Tenant may, without Landlord's consent (but subject to providing Landlord with written notice thereof), at any time assign this Lease or sublease the whole or any part of the Premises to Franchisor or any successor, subsidiary or affiliate of Franchisor;

(6) In the event of an assignment of the Lease to Franchisor as described in (6) above, Franchisor may further assign this Lease, subject to Landlord's consent, such consent not to be unreasonably withheld based on the remaining obligations of assignee under the Lease, to a duly authorized franchisee of Franchisor, and thereupon Franchisor shall be released from all further liability under the Lease;

(7) Franchisor, and its designated agents, will have the right to enter the Premises to make any modifications necessary to protect the BFT brand and franchise system;

(8) Tenant agrees that Landlord may, upon Franchisor's request, disclose all reports, information, and data in Landlord's possession with respect to sales made in, upon, or from the Premises, to Franchisor;

(9) Until changed by Franchisor, notice to Franchisor shall be sent as follows:

BFT Franchise SPV, LLC
17877 Von Karman Ave, Suite 100
Irvine, CA 92614
Attn: Head of Real Estate

(10) Landlord acknowledges that Tenant's operations at the Premises are independently owned and operated, and that Tenant alone is responsible for all obligations under the Lease, unless and until, Franchisor (or its affiliate or designee) expressly assumes such obligations in writing, signed by an officer of Franchisor (or its applicable affiliate or designee);

(11) Any lien of Landlord in Tenant's trade fixtures, "trade dress," signage and other property at the Premises is hereby subordinated to Franchisor's interest in such items;

(12) None of the provisions in this Addendum or any rights granted Franchisor hereunder, may be amended absent Franchisor's prior written consent.

AGREED:

TENANT	LANDLORD
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

EXHIBIT B

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

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

CALIFORNIA

Department of Financial Protection & Innovation
Commissioner of Financial Protection & Innovation
1 (866) 275-2677

Los Angeles

320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7500

Sacramento

651 Bannon Street, Suite 300
Sacramento, California 95811
(916) 445-7205

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 610-2093

San Francisco

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

HAWAII

(state administrator)

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

(agent for service of process)

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

ILLINOIS

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

INDIANA

(state administrator)

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

(agent for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND

(state administrator)

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

(agent for service of process)

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

MICHIGAN

(state administrator)

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48909
(517) 373-7177

(agent for service of process)

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

MINNESOTA

(state administrator)

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

(agent for service of process)

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

NEW YORK

(state administrator)

Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236 Phone
(212) 416-6042 Fax

(agent for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA

(state administrator)

North Dakota Insurance & Securities Department
600 East Boulevard Avenue Dept. 401
Bismarck, North Dakota 58505-0510
(701) 328-2910

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Securities Commissioner
600 East Boulevard Avenue Dept. 401
Bismarck, North Dakota 58505-0510
(701) 328-2910

OREGON

Department of Business Services Division of Finance & Corporate Securities
350 Winter Street, NE, Room 410
Salem, Oregon 97310-3881
(503) 378-4387

RHODE ISLAND

Department of Business Regulation
Division of Securities
John O. Pastore Complex Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9645

SOUTH DAKOTA

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

VIRGINIA

(state administrator)

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

(agent for service of process)

Clerk, State Corporation Commission
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Richmond, Virginia 23219
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Department of Financial Institutions
Securities Division
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Director
Department of Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98501

WISCONSIN

(state administrator)

Securities and Franchise Registration
Wisconsin Department of Financial Institutions
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(608) 266-1064

(agent for service of process)

Office of the Secretary
Wisconsin Department of Financial Institutions
P.O. Box 8861
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(608) 261-9555

EXHIBIT C

FINANCIAL STATEMENTS

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INDEPENDENT AUDITOR'S REPORT

To the Member of XPOF Assetco, LLC

Opinion

We have audited the consolidated financial statements of XPOF Assetco, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, and the related consolidated statements of operations, changes to member's equity and cash flows for the years ended December 31, 2025 and 2024 and for the period from March 6, 2023 to December 31, 2023 and the related notes to the consolidated financial statements (collectively referred to as 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 and 2024, and the results of its operations and its cash flows for the years ended December 31, 2025 and 2024 and for the period from March 6, 2023 to December 31, 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (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 the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1 to the financial statements, the Company has significant transactions and relationships with its Member, Xponential Fitness LLC, and its affiliates. Accordingly, the accompanying financial statements may not be indicative of the results of operations that would have been achieved if the Company had operated without such affiliations. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

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

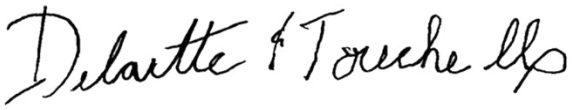
Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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



April 17, 2026

XPOF ASSETCO, LLC
CONSOLIDATED BALANCE SHEETS
(amounts in thousands)

	December 31, 2025	December 31, 2024
Assets		
Current Assets:		
Cash and cash equivalents	$ 5,923	$ 8,593
Accounts receivable, net	2,790	5,874
Prepaid expenses and other current assets	96	136
Deferred costs, current portion	3,341	3,906
Total current assets	12,150	18,509
Property and equipment, net	6,501	7,898
Intangible assets, net	62,910	86,485
Deferred costs, net of current portion	23,871	36,935
Other assets	342	563
Total assets	$ 105,774	$ 150,390
Liabilities and Member's equity		
Current Liabilities:		
Accrued expenses	$ 1,433	$ 877
Deferred revenue, current portion	12,790	14,307
Total current liabilities	14,223	15,184
Deferred revenue, net of current portion	66,023	96,065
Total liabilities	80,246	111,249
Commitments and contingencies (Note 9)		
Member's equity:		
Member contribution	48,542	48,542
Advances to Member, net (Note 7)	(320,310)	(155,034)
Retained earnings	297,296	145,633
Total member's equity	25,528	39,141
Total liabilities and member's equity	$ 105,774	$ 150,390

See accompanying notes to consolidated financial statements.

XPOF ASSETCO, LLC
CONSOLIDATED STATEMENTS OF OPERATIONS
(amounts in thousands)

	Year Ended December 31, 2025	Year Ended December 31, 2024	For the period March 6, 2023 (date of inception) to December 31, 2023
Revenue, net:			
Franchise revenue	$ 180,097	$ 160,877	$ 521
Franchise marketing fund revenue	35,197	31,888	—
Other service revenue	12,542	11,789	—
Total revenue, net	227,836	204,554	521
Operating costs and expenses:			
Costs of franchise revenue	16,122	19,596	221
Selling, general and administrative expenses	1,738	45	—
Impairment of assets	16,876	2,485	180
Depreciation and amortization	4,376	6,605	4,596
Marketing fund expense	38,059	25,714	—
Total operating costs and expenses	77,171	54,445	4,997
Operating income (loss)	150,665	150,109	(4,476)
Other income	998	—	—
Income (loss) before income taxes	151,663	150,109	(4,476)
Net income (loss)	$ 151,663	$ 150,109	$ (4,476)

See accompanying notes to consolidated financial statements.

XPOF ASSETCO, LLC
CONSOLIDATED STATEMENTS OF CHANGES TO MEMBER'S EQUITY
(amounts in thousands)

	Member Contribution	Advances to Member, net	Retained Earnings (Accumulated Deficit)	Total Member's Equity
Balance at March 6, 2023	$ —	$ —	$ —	$ —
Member contributions	51,612	—	—	51,612
Advances to Member, net	—	(11,690)	—	(11,690)
Net loss	—	—	(4,476)	(4,476)
Balance at December 31, 2023	51,612	(11,690)	(4,476)	35,446
Member contributions (Note 1)	4,930	—	—	4,930
Distribution to Member	(8,000)	—	—	(8,000)
Advances to Member, net (Note 7)	—	(143,344)	—	(143,344)
Net income	—	—	150,109	150,109
Balance at December 31, 2024	48,542	(155,034)	145,633	39,141
Advances to Member, net (Note 7)	—	(165,276)	—	(165,276)
Net income	—	—	151,663	151,663
Balance at December 31, 2025	$ 48,542	$ (320,310)	$ 297,296	$ 25,528

See accompanying notes to consolidated financial statements.

XPOF ASSETCO, LLC
CONSOLIDATED STATEMENTS OF CASH FLOWS
(amounts in thousands)

	Year Ended December 31, 2025	Year Ended December 31, 2024	For the period March 6, 2023 (date of inception) to December 31, 2023
Cash flows from operating activities:			
Net income (loss)	$ 151,663	$ 150,109	$ (4,476)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	4,376	6,605	4,596
Bad debt expense (recovery)	(12)	29	—
Loss from disposal of assets	—	232	—
Impairment of assets	16,876	2,485	180
Changes in assets and liabilities:			
Accounts receivable	3,097	(5,895)	—
Prepaid expenses and other current assets	40	(136)	—
Deferred costs	15,508	10,904	221
Accrued expenses	556	155	—
Advances to Member, net	(169,476)	(140,813)	—
Deferred revenue	(25,415)	(14,519)	(521)
Other assets	117	(563)	—
Net cash (used in) provided by operating activities	(2,670)	8,593	—
Cash flows from financing activities:			
Member contributions	—	—	8,000
Member distributions	—	(8,000)	—
Net cash (used in) provided by financing activities	—	(8,000)	8,000
Increase (decrease) in cash and cash equivalents	(2,670)	593	8,000
Cash and cash equivalents, beginning of period	8,593	8,000	—
Cash and cash equivalents, end of period	$ 5,923	$ 8,593	$ 8,000
Noncash investing and financing activity:			
Contributions of assets and liabilities from Member	$ —	$ 4,930	$ 43,612

See accompanying notes to consolidated financial statements.

XPOF ASSETCO, LLC

Notes to Consolidated Financial Statements
(amounts in thousands)

Note 1 – Organization and Description of Business

XPOF Assetco, LLC (together with its subsidiaries, the "Company"), a Delaware limited liability company (LLC), was formed on March 6, 2023. The single member of the Company is Xponential Fitness LLC, a Delaware limited liability company (the "Member"). The Company is the direct parent and sole member of Club Pilates Franchise SPV, LLC; Stretch Lab Franchise SPV, LLC; Yoga Six Franchise SPV, LLC; PB Franchising SPV, LLC, and BFT Franchise SPV, LLC, (together "Subsidiaries") each a Delaware limited liability corporation. The Company was formed in connection with a contemplated reorganization of Xponential Fitness LLC's structure. The Company, through its brands, licenses its proprietary systems to franchisees who in turn operate studios to promote training and instruction programs to their club members. For additional information regarding the brands divested see Note 3 below. There were no operations of the Company prior to March 6, 2023.

The Member contributed $8,000 in cash, $8,910 in property and equipment and $90,812 in intangible assets as of March 15, 2023. The majority of the intangible assets contributed consist of trademarks related to Club Pilates, CycleBar and Pure Barre brands. On December 31, 2023, the Member contributed deferred revenue and deferred costs related to franchise agreement contracts with customers of $96,875 and $40,765, respectively. As of January 1, 2024, the Member designated the Company as the administrator of the Member's marketing funds generated prior to December 31, 2023, and transferred all rights to the remaining unspent restricted cash held by the Member for such marketing funds. In addition, on January 1, 2024, the Member transferred the obligation to provide training to the Company for deferred teacher training revenues generated prior to December 31, 2023. This resulted in the contribution of deferred revenue related to teacher training of $3,653 and $8,583 representing the amount of marketing fund restricted cash held by the Member as of January 1, 2024. As the Company and the Member are under common control, all of the assets and liabilities were contributed at their respective carrying value as of the contribution date. All assets held by the Company collateralize the existing debt of the Member.

Basis of presentation – The Company's consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("US GAAP").

The Company has numerous transactions with its Member and affiliates. The Company and its Member have a centralized cash management process through the Member, which results in net advances to the Member. The Company relies on resources from the Member and other related parties under common control of the Member or the Member's parent to support its operations including centralized cash collection and management support functions, as necessary to operate the Company's franchising business. Accordingly, the consolidated financial statements may not necessarily be indicative of the conditions that would have existed or the results of operations that would have occurred if the Company had operated without such affiliations. The Member has committed to continue to provide these services to the Company for the Company's franchising operations.

Principles of consolidation – The Company's consolidated financial statements include the accounts of its wholly owned subsidiaries. All intercompany transactions have been eliminated in consolidation.

Use of estimates – The preparation of the consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the consolidated financial statements. Actual results could differ from these estimates under different assumptions or conditions.

Note 2 – Summary of Significant Accounting Policies

Cash and cash equivalents – The Company considers all highly liquid investments purchased with an original maturity of ninety days or less to be cash equivalents.

Concentration of credit risk – The Company holds its cash balances in one financial institution. As the cash balances exceed the amounts covered by the Federal Deposit Insurance Corporation, the excess balances could be at a risk of loss.

Accounts receivable and allowance for expected credit losses – Accounts receivable primarily consist of amounts due from franchisees for franchise territory fees, royalties, advertising contributions and training. Receivables are unsecured; however, the franchise agreements provide the Company the right to withdraw funds from the franchisee's bank account or to terminate the franchise for nonpayment. On a periodic basis, the Company evaluates its accounts receivable balance and establishes an allowance for expected credit losses based on a number of factors, including evidence of the franchisee's ability to comply with credit terms, economic conditions and historical receivables. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. As of December 31, 2025 and 2024, an allowance for expected credit losses of $2 and $29 was recorded, respectively.

Property and equipment, net – Property and equipment includes software and digital platform and are carried at cost less accumulated depreciation. Depreciation is recognized on a straight-line method, based on the following estimated useful lives:

Software and digital platform 3-5 years

Software and digital platform consist primarily of costs associated with web development projects. The Company capitalizes eligible costs to acquire, develop, or modify digital platforms that are incurred subsequent to the preliminary project stage. These costs include external direct costs of services. Depreciation of these assets begins upon the initial usage of the digital platforms. Costs incurred during the preliminary project stage, as well as maintenance, are expensed as incurred.

The cost and accumulated depreciation of assets sold or retired are removed from the accounts and any gain or loss is included in the results of operations during the period of sale or disposal.

Intangible assets – Intangible assets consist of indefinite and definitive-lived trademarks and web design and domains.

The Company tests for impairment of trademarks with an indefinite life annually or sooner whenever events or circumstances indicate that trademarks might be impaired. The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of the trademarks is less than the carrying amount. In the absence of sufficient qualitative factors, trademark impairment is determined by comparing the fair value to the carrying value of the trademarks. The Company determines the estimated fair value using a relief from royalty approach. If the carrying amount exceeds the fair value, the Company impairs the trademarks to their fair value. Indefinite lived trademark impairments of $3,449 and $251 were recorded for the years ended December 31, 2025 and 2024 (See Note 6).

The recoverability of the carrying values of all intangible assets with finite lives is evaluated when events or changes in circumstances indicate an asset's value may be impaired. Impairment testing is based on a review of forecasted undiscounted operating cash flows. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value, which is determined based on discounted future cash flows, through a charge to the consolidated statement of operations. For the year ended December 31, 2025, the Company determined that the carrying value of the BFT trademark intangible assets were in excess of their fair value and recognized an aggregate impairment loss of $11,584. The fair value of the trademark intangible asset was determined by the relief from royalty method using Level 3 inputs. The discount rate and royalty rate used in the relief from royalty valuation were 17.0% and 0.5%, respectively. In connection with the wind down of the AKT brand, as discussed in Note 3, the Company determined that the web design and domain intangible assets related to AKT were impaired and recognized an impairment loss of $1 during the year ended December 31, 2024. Definite-lived intangible asset impairments during the year ended December 31, 2023, related to trademarks of the

Row House and Stride brands for which the carrying value was deemed not recoverable in the amount of $127 and $53, respectively (See Note 6).

Revenue recognition – The Company accounts for revenue in accordance with Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations in the contract
- Recognize revenue when or as performance obligations are satisfied

The Company's contracts with customers consist of franchise agreements with franchisees. The Company's revenues primarily consist of franchise license revenues.

Franchise revenue –

The Company enters into franchise agreements for each franchised studio. The Company's performance obligation under the franchise license is granting certain rights to access the Company's intellectual property; all other services the Company provides under the franchise agreement are highly interrelated, not distinct within the contract, and therefore accounted for as a single performance obligation, which is satisfied over the term of each franchise agreement. Those services include initial development, operational training, preopening support and access to the Company's technology throughout the franchise term. Fees generated related to the franchise license include development fees, royalty fees, marketing fees, technology fees and transfer fees, which are discussed further below. Variable fees are not estimated at contract inception, and are recognized as revenue when invoiced, which occurs monthly. The Company has concluded that its agreements do not contain any financing components. In certain circumstances, a franchise agreement may be terminated prior to the expiration of the contractual terms, including in connection with termination of a studio. Upon termination, the Company evaluates the remaining deferred franchise revenue associated with the terminated franchise agreement to determine whether its remaining performance obligations have been satisfied. When the original franchise agreement is terminated, any remaining deferred initial franchise fee associated with that studio is generally recognized as revenue at the point in time the termination occurs, provided that the Company has no remaining material performance obligations under the terminated agreement.

Franchise development fee revenue – The Company's earlier franchise agreements typically operate under ten-year terms with the option for up to two additional five-year successor or renewal terms. Starting in 2025, new franchise agreements operate under ten-year terms with the option for one additional ten-year successor term. The Company determined the successor options are neither qualitatively nor quantitatively material and do not represent a material right. Initial franchise fees are non-refundable, in the case of single unit franchise agreements, and are typically collected upon signing of the franchise agreement. Initial franchise fees are recorded as deferred revenue when received and are recognized on a straight-line basis over the franchise life, which the Company has determined to be ten years, as the Company fulfills its promise to grant the franchisee the rights to access and benefit from the Company's intellectual property and to support and maintain the intellectual property.

Prior to the second quarter of 2025, the Company would enter into an area development agreement with certain franchisees. Area development agreements are for a territory in which a developer has agreed to develop and operate a certain number of franchise locations over a stipulated period of time. The related territory is unavailable to any other party and is no longer marketed to future franchisees by the Company. Depending on the number of studios purchased under franchise agreements or area development agreements, the initial franchise fee ranges from $60 (single studio) to $350 (ten studios) and is paid to the Company when a franchisee signs the franchise agreement or the area development agreement. Area development fees are initially recorded as deferred revenue. The development fees are allocated to the number of studios purchased under the development agreement. The revenue is recognized on a straight-line basis over the franchise life for each studio under the development agreement. Development fees and franchise fees are generally recognized as revenue upon the termination of the development agreement with the franchisee.

Starting in the second quarter of 2025, the Company may enter into multi-unit agreements with certain franchisees. Under these agreements, a developer has agreed to develop and operate a certain number of franchise locations over a stipulated period of time. The initial franchise fee ranges from $55 to $65 for each studio. The multi-unit agreement fees are allocated to the number of studios to be developed and as part of the agreement, franchisees are required to remit the full fee associated with the first franchise license and make nonrefundable development fee payments of $10 each to reserve the right to open the subsequent studios as specified. Fees received for franchise licenses are recorded as deferred revenue. Nonrefundable development fee payments are applied towards the multi-unit agreement fees and the remaining balance for each subsequent studio is due upon site selection for the studio and signing of a franchise agreement by the franchisee. Revenue is recognized on a straight-line basis over the franchise life for each studio under the multi-unit agreement. Multi-unit agreement fees and nonrefundable development fee payments are generally recognized as revenue upon the termination of the multi-unit agreement with the franchisee.

Franchise royalty fee revenue – Royalty revenue represents royalties earned from each of the franchised studios in accordance with the franchise disclosure document and the franchise agreement for use of the brands' names, processes and procedures. The royalty rate in the franchise agreement is typically 7% to 8% of the gross sales of each location operated by each franchisee. Royalties are billed on a monthly basis. The royalties are entirely related to the Company's performance obligation under the franchise agreement and are billed and recognized as franchisee sales occur.

Technology fees – The Company may provide access to third-party or other proprietary technology solutions to the franchisees for a fee. The technology solution may include various software licenses for statistical tracking, scheduling, allowing club members to record their personal workout statistics, music and technology support. The Company bills and recognizes the technology fee as earned each month as the technology solution service is performed.

Transfer fees – Transfer fees are paid to the Company when one franchisee transfers a franchise agreement to a different franchisee. Transfer fees are recognized as revenue on a straight-line basis over the term of the new or assumed franchise agreement, unless the original franchise agreement for an existing studio is terminated, in which case the transfer fee is recognized immediately.

Training revenue – The Company provides coach training services either through direct training of the coaches who are hired by franchisees or by providing the materials and curriculum directly to the franchisees who utilize the materials to train their hired coaches. Direct training fees are recognized over time as training is provided. Training fees for materials and curriculum are recognized at the point in time of delivery of the materials.

The Company also offers coach training and final coach certification through online classes. Fees received by the Company for online class training are recognized as revenue over time for the 12-month period that the Company is obligated to provide access to the online training content.

Franchise marketing fund revenue –

Franchisees are required to pay marketing fees of 2% of their gross sales. The marketing fees are collected by the Company on a monthly basis and are to be used for the advertising, marketing, market research, product

development, public relations programs and materials deemed appropriate to benefit brands. The Company's promise to provide the marketing services funded through the marketing fund is considered a component of the Company's performance obligation to grant the franchise license. The Company bills and recognizes marketing fund fees as revenue each month as gross sales occur. Marketing fund expenses are recorded as incurred, which may not occur in the same period as the recognition of franchise marketing fund revenue.

Costs of franchise revenue – Costs of franchise revenue consists of commissions related to the signing of franchise agreements, travel and personnel expenses related to the on-site training provided to the franchisees, and expenses related to the purchase of the technology packages and the related monthly fees. Costs of franchise revenue excludes depreciation and amortization.

Selling, general and administrative expenses – The Company's selling, general and administrative expenses primarily consist of bank fees, bad debt expense, gain/loss on disposal of assets and other charges.

Marketing fund expense – Marketing fund expenses are recognized as incurred.

Comprehensive income – The Company does not have any components of other comprehensive income recorded within the consolidated financial statements and therefore does not separately present a consolidated statement of comprehensive income in the consolidated financial statements.

Income taxes – As a single member LLC, the Company is considered a disregarded entity. As such, the Company itself is typically not subject to an income tax liability as the taxable income or loss of the Company is passed through to the Member. Therefore, no liability for federal income taxes has been included in the financial statements. The Company accounts for uncertain tax positions in accordance with ASC 740. ASC 740 prescribes a recognition threshold and measurement process for accounting for uncertain tax positions and provides guidance on various related matters such as derecognition, interest, penalties and required disclosures. As of December 31, 2025, the Company does not have any uncertain tax positions.

Recently issued accounting pronouncements

Income Statement Expense Disclosures – In November 2024, the FASB issued ASU No. 2024-03, "Income Statement (Subtopic 220-40): Disaggregation of Income Statement Expenses." ASU 2024-03 requires disaggregated information about specified categories of expenses included in certain captions presented on the face of the income statement including purchases of inventory, employee compensation, depreciation, amortization, and depletion. ASU 2024-03 is effective for public entities with annual periods beginning after December 15, 2026, and interim periods beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements.

Business Combinations and Consolidation – In May 2025, the FASB issued ASU No. 2025-03, "Business Combinations (Topic 805) and Consolidation (Topic 810): Determining the Accounting Acquirer in the Acquisition of a Variable Interest Entity." ASU No. 2025-03 provides clarifying guidance on determining the accounting acquirer in certain transactions involving VIEs. The update aims to improve consistency and comparability in financial reporting. The guidance will be effective for annual periods beginning after December 15, 2026, including interim periods within those annual periods. Early adoption is permitted. Upon adoption, the guidance will be applied prospectively. The Company is currently evaluating the impact this amended guidance may have but does not expect the adoption of the guidance to have a material impact on its consolidated financial statements.

Intangibles-Goodwill and Other Internal-Use Software – In September 2025, the FASB issued ASU 2025-06, "Intangibles-Goodwill and Other Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use-Software." This standard modernizes the guidance to reflect the software development approaches currently being used by removing all references to "development stages" from ASC 350-40 Intangibles-Goodwill and Other Internal-Use Software. Under ASU 2025-06, only the following criteria in ASC 350-40-25-12(b) and (c) must be met to begin capitalizing software costs: (i) management, with the relevant authority, implicitly or explicitly authorizes and commits to funding a computer software project and (ii) it is probable that the project will be completed and the software will be used to perform the function intended (referred to as the

"probable-to-complete recognition threshold"). This standard is effective for fiscal years beginning after December 15, 2027, including interim periods within those annual periods. Early adoption is permitted. Upon adoption, the guidance will be applied prospectively, retrospectively, or via a modified prospective transition method. The Company is evaluating the impact this amended guidance may have but does not expect it to have a significant impact on its consolidated financial statements.

Fair value measurements – ASC 820, Fair Value Measurements and Disclosures, applies to all financial assets and financial liabilities that are measured and reported on a fair value basis and requires disclosures that establishes a framework for measuring fair value and expands disclosure about fair value measurements. ASC 820 establishes a valuation hierarchy for disclosures of the inputs to valuations used to measure fair value.

This hierarchy prioritizes the inputs into three broad levels as follows:

Level 1 – Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that can be accessed at the measurement date.

Level 2 – Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates and yield curves), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3 – Unobservable inputs that reflect assumptions about what market participants would use in pricing the asset or liability. These inputs would be based on the best information available, including the Company's own data.

Note 3 – Divestitures

Divestiture of Stride brand – On February 13, 2024, the Company and an affiliate of the Member entered into an agreement with a buyer, pursuant to which the Company divested the Stride brand, including the intellectual property, franchise rights and franchise agreements for open studios. The buyer of the Stride brand is a former member of management and shareholder of the Member's parent. The Company received no consideration from the divestiture of the Stride brand and the Member will assist the buyer with transition support including cash payments of approximately $265 payable over the 12-month period following divestiture. The divestiture allows the Company to better focus and utilize its resources on its other brands. The Company recognized a gain on divestiture of $323, which was included within selling, general and administrative expenses in the consolidated statements of operations. The divested brand did not represent a strategic shift that has a major effect on the Company's operations and financial results, and, as such, it was not presented as discontinued operations.

Divestiture of Row House brand – On May 20, 2024, the Company and an affiliate of the Member entered into an agreement with a buyer, pursuant to which the Company divested the Row House brand, including the intellectual property, franchise rights and franchise agreements for open studios. The Member retained certain liabilities, including liabilities related to known litigation, pre-litigation, and disputes as of the closing of the divestiture. The Company received no consideration from the divestiture of the Row House brand. The divestiture allows the Company to better focus and utilize its resources on its other brands. The Company recognized a loss on divestiture of $59, which was included within selling, general and administrative expenses in the consolidated statements of operations. The divested brand did not represent a strategic shift that has a major effect on the Company's operations and financial results, and, as such, it was not presented as discontinued operations.

Wind down of AKT brand franchise operations – During the year ended December 31, 2024, the Company announced the wind down of AKT franchise operations. As part of the wind down, the Company began terminating franchise agreements with existing AKT studios and signed a licensing agreement with a former franchisee for no consideration received. As a result of the ongoing wind down of the AKT brand, the Company recognized a net gain of $77 for impairment of intangible assets offset by accelerated recognition of franchise fee revenue and related

costs during the year ended December 31, 2024. The wind down of the AKT brand did not represent a strategic shift that has a major effect on the Company's operations and financial results, and, as such, it was not presented as discontinued operations.

Divestiture of CycleBar and Rumble brands – On July 24, 2025, the Company and an affiliate of the Member entered into an agreement with a buyer, pursuant to which the Company divested the CycleBar and Rumble brands, including the intellectual property, franchise rights and franchise agreements for open studios. The Member retained certain liabilities, including liabilities related to known litigation, pre-litigation, and disputes as of the closing of the divestiture. The Member received total consideration of $7,000, consisting of $2,000 received in the three months ended September 30, 2025, and a promissory note for $5,000. The Company received royalty payments from franchisees associated with the divested brands from the divestiture date until the promissory note was paid in full. Such royalty payments of $933 were included in other income in the consolidated statements of operations. During the quarter ended December 31, 2025, the Member received total consideration of $4,708 in cash and retained royalties of $440, which was credited to the buyer's promissory note. The divestiture allows the Company to better focus and utilize its resources on its core brands and other opportunities which better align with its long-term strategies. Further, in connection with this divestiture, the Company derecognized the carrying value of its assets and liabilities which resulted in $3,089 recognized as a deemed advance to the Member. No gain or loss was recognized in the consolidated statements of operations. The divested brands did not represent a strategic shift that has a major effect on the Company's operations and financial results, and, as such, it was not presented as discontinued operations.

Note 4 – Contract Liabilities and Costs from Contracts with Customers

Contract liabilities – Contract liabilities consist of deferred revenue resulting from franchise fees and development fees paid by franchisees, which are recognized over time on a straight-line basis over the franchise agreement term. Also included in the deferred revenue balance are non-refundable prepayments for training revenue. The Company classifies these contract liabilities as either current deferred revenue or non-current deferred revenue in the consolidated balance sheet based on the anticipated recognition of the revenue. The following table reflects the change in franchise development contract liabilities for the years ended December 31, 2025, 2024 and 2023. Training revenue amounts of $4,218, $4,462 and $0 at December 31, 2025, 2024 and 2023, respectively, are excluded from the table as the original expected duration of the contracts is one year or less.

	Amount
Balance at March 6, 2023	$ —
Contract liabilities contributed by Member	96,875
Revenue recognized that was included in deferred revenue at the beginning of the period	—
Increase, excluding amounts recognized as revenue during the period	24,363
Balance at December 31, 2023	121,238
Revenue recognized that was included in deferred revenue at the beginning of the year	(22,382)
Decrease in deferred revenue due to divestitures	(1,281)
Increase, excluding amounts recognized as revenue during the year	8,334
Balance at December 31, 2024	105,909
Revenue recognized that was included in deferred revenue at the beginning of the year	(28,804)
Decrease in deferred revenue due to divestitures	(6,145)
Increase, excluding amounts recognized as revenue during the year	3,602
Balance at December 31, 2025	$ 74,562

The following table illustrates estimated revenue expected to be recognized in the future related to performance obligations that were unsatisfied (or partially unsatisfied) as of December 31, 2025. The expected future recognition period for deferred franchise development fees related to unopened studios is based on management's best estimate of the beginning of the franchise license term for those studios. The Company elected to not disclose short term contracts, sales and usage-based royalties, marketing fees and any other variable consideration recognized on an "as invoiced" basis.

Contract liabilities to be recognized in revenue in	Amount
2026	$ 8,579
2027	8,579
2028	8,637
2029	8,290
2030	6,816
Thereafter	33,661
	$ 74,562

The following table reflects the components of deferred revenue:

	December 31, 2025	December 31, 2024
Franchise and area development fees	$ 74,562	$ 105,909
Non-current portion of deferred revenue	66,023	96,064
Current portion of deferred revenue	8,539	9,845
Other deferred revenue - current	33	—
Training revenue - current	4,218	4,462
Total current portion of deferred revenue	$ 12,790	$ 14,307

Contract costs – Contract costs consist of deferred commissions resulting from franchise and area development sales by third-party brokers and sales personnel. The total commission is deferred at the point of a franchise sale.

The commissions are evenly split among the number of studios purchased under the development agreement and begin to be amortized when a subsequent franchise agreement is executed. The commissions are recognized on a straight-line basis over the initial ten-year franchise agreement term to align with the recognition of the franchise agreement or area development fees. The Company classifies these deferred contract costs as either current deferred costs or non-current deferred costs in the consolidated balance sheets. The associated expense is classified within costs of franchise revenue in the consolidated statements of operations. At December 31, 2025 and 2024, there were approximately $3,246 and $3,814 of current deferred costs and approximately $23,871 and $36,935 of non-current deferred costs, respectively. The Company recognized approximately $12,101 $10,904 and $221 in franchise sales commission expense for the years ended December 31, 2025, 2024 and 2023.

Note 5 – Property and Equipment

Property and equipment consisted of the following:

	December 31,	
	2025	2024
Software and digital platform	$ 14,082	$ 13,752
Less: accumulated depreciation	(7,581)	(5,854)
Total property and equipment	$ 6,501	$ 7,898

Depreciation expense for the years ended December 31, 2025, 2024 and 2023, was $2,828, $4,460 and $2,844, respectively.

During the year ended December 31, 2025, the Company determined that the carrying amount of certain property and equipment assets exceeded their fair values and recorded an impairment of $1,843. The impairment charges were primarily related to software assets of BFT, for which the Company no longer had established cash flows to support continued recognition of such assets. The fair values of software assets were determined by assumptions that are considered Level 3 inputs. Property and equipment impairment expenses are included within impairment of assets in the Company's consolidated statements of operations.

During the year ended December 31, 2024, the Company recorded an impairment of $2,233 related to a software asset for which the Company no longer had established cash flows to support continued recognition of such asset. Property and equipment impairment expenses are included within impairment of assets in the Company's consolidated statements of operations.

Note 6 –Intangible Assets

Intangible assets consisted of the following:

		December 31, 2025			December 31, 2024		
	Amortization period (years)	Gross amount	Accumulated amortization	Net amount	Gross amount	Accumulated amortization	Net amount
Trademarks	8.6	$ 7,242	$ (7,047)	$ 195	17,824	(3,708)	$ 14,116
Web design and domain	2	178	(170)	8	178	(165)	13
Total definite-lived intangible assets		7,420	(7,217)	203	18,002	(3,873)	14,129
Indefinite-lived intangible assets:							
Trademarks	N/A	62,707	—	62,707	72,356	—	72,356
Total intangible assets		$ 70,127	$ (7,217)	$ 62,910	$ 90,358	$ (3,873)	$ 86,485

The estimated amortization expense of intangible assets is as follows:

Year ending December 31,		
2026	$	86
2027		84
2028		32
2029		1
2030		—
Thereafter		—
Total	$	203

Amortization expense for the years ended December 31, 2025, 2024 and 2023, was $1,548, $2,145 and $1,752, respectively.

The Company determined that the carrying value of the BFT trademark intangible assets were in excess of their fair value and recognized an aggregate impairment loss of $11,584 during the year ended December 31, 2025. The fair value of the trademark intangible asset was determined by the relief from royalty method using Level 3 inputs. The discount rate and royalty rate used in the relief from royalty valuation were 17.0% and 0.5%, respectively.

The Company determined that the carrying value of the CycleBar trademark intangible asset was in excess of its fair value and recognized an impairment loss of $3,449 during the year ended December 31, 2025. The fair value of the trademark intangible asset was determined by the relief from royalty method using Level 3 inputs. The discount rate and royalty rate used in the relief from royalty valuation were 13.0% and 1.0%, respectively. The remaining portion of CycleBar trademark was sold as part of the divestiture. See Note 3 for more details.

The Company determined that the carrying value of the CycleBar trademark intangible asset was in excess of its fair value and recognized an impairment loss of $251 during the year ended December 31, 2024. The Company determined the estimated fair value using a relief from royalty approach, which is a Level 3 measurement.

Note 7 – Related Party Transactions

Significant related party transactions consist of net advances to the Member, allocations of expenses from the Member, including commissions paid to employees of the Member related to the sale of franchise and area development agreements, borrowings from, and excess cash transfers to the Member and other related parties under common control of the Member. The Member also holds restricted cash on the Company's behalf which is to be used for future marketing fund expenses. During the years ended December 31, 2025, 2024 and 2023, the net result of the related party transactions with the Member and its affiliates is a net advance of $165,276, $155,034 and $11,690, respectively, and is recorded as a reduction to Member's equity as the Member has no plan to contribute back such amounts to the Company in the foreseeable future.

In addition, the Member has a credit facility that requires collateral. All obligations under the Member's credit facility are secured by substantially all of the tangible and intangible assets of the Company.

In March 2023, Spartan Fitness Holdings, LLC ("Spartan Fitness"), which currently owns and operates 152 Club Pilates studios, entered into a unit purchase agreement with Snapdragon Spartan Investco LP (the "Spartan SPV"), a special purpose vehicle controlled and managed by a member of the Company's board of directors, pursuant to which Spartan SPV agreed to invest in the equity of Spartan Fitness. In addition, the same member of the Company's board of directors also invested as a limited partner in the Spartan SPV. Spartan Fitness intends to use the investment from Spartan SPV to fund the expansion of Club Pilates studios, among other concepts. Spartan Fitness also owns the rights to 73 Club Pilates licenses to open additional new units. The Company recorded franchise and marketing fund revenue aggregating $13,083, $9,025 and $5,598 during the years ended December 31, 2025, 2024 and 2023, respectively, from studios owned by Spartan Fitness.

The Company previously earned revenues and had accounts receivable from a franchisee comprised of a former member of the Company's senior management together with their spouse, a former employee of the Company. The former member of the Company's senior management resigned from the Company effective November 4, 2024, ending the related party relationship and the former member's spouse resigned from the Company on April 4, 2025. Revenues from this affiliate, consisting of franchise revenue, marketing fund revenue and merchandise revenue, were $239 and $506 for the years ended December 31, 2024 and 2023, respectively, and no accounts receivable were recorded as of December 31, 2024 for such sales. The Company provided $1,189 and $120 of studio support during the years ended December 31, 2024 and 2023, respectively, to this franchisee. Studio support to this franchisee included, among other things, cash payments, royalty relief, rent assistance, product and merchandise, and lease guarantees. The Company provided additional services to this franchisee in the form of assistance from its internal special operations team which focuses on improving studio performance, for which the Company does not allocate any amounts to the franchisees for such employee salaries and bonuses.

Note 8 – Member's Equity

The capital structure of the Company consists of one class of membership interests (the "Interests"). The Member owns all of the Interests issued and outstanding and is the sole member of the Company and contributed $8,000 in cash, $8,910 in property and equipment and $90,812 in intangible assets as of March 15, 2023 to use in its operations and to satisfy minimum net worth requirements to qualify for large franchisor exemptions available under certain state franchise registration laws.

Note 9 – Contingencies and Litigation

Litigation – The Company is subject to normal and routine litigation brought by customers, franchisees, vendors or others. The Company intends to defend itself in any such matters. The Company believes that the ultimate determination of liability in connection with legal claims pending against it, if any, will not have a material adverse effect on its business, annual results of operations, liquidity or financial position; however, it is possible that the Company's business, results of operations, liquidity, or financial condition could be materially affected in a particular future reporting period by the unfavorable resolution of one or more matters or contingencies during such period. Because the Member and its affiliates retain the primary obligations of the Company and act as the primary obligors, no accrual has been allocated from the Member to the Company.

On November 22, 2023, former employees of a former franchisee of the Company filed a putative class action complaint in the United States District Court for the Southern District of Ohio, captioned Shannon McGill et al. v. Xponential Fitness LLC, et al., Case No. 2:23-cv-03909, against the Company, as well as against a former franchisee of the Company and the franchisee's legal entity, MD Pro Fitness, LLC. The complaint alleges violations of the Fair Labor Standards Act, as well as employment laws from different states in connection with the franchisee's owner-operated studio locations. The Company was served with the complaint on December 4, 2023. On April 4, 2025, the parties executed a settlement agreement and filed a motion seeking court approval of the settlement. By order dated June 18, 2025 (the "Order"), the court enumerated requisite changes to the settlement structure. On September 25, 2025, the parties filed the Second Amended Complaint with exhibits containing the settlement structure and agreement and the parties are currently awaiting approval. The Member recorded an accrual in anticipation of this settlement, which was included in accrued expenses in the Member's consolidated balance sheet as of December 31, 2025.

Government investigations – On July 29, 2024, the Member received a civil investigative demand from the United States Federal Trade Commission (the "FTC") regarding the Member's compliance with Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and of the FTC's Franchise Rule. On December 12, 2025, the Member received a letter from the staff of the FTC (the "FTC Staff") stating that the FTC Staff was prepared to recommend the filing of a complaint against the Member seeking injunctive and monetary relief and civil penalties. On February 24, 2026, the FTC Staff indicated they will recommend the FTC Commissioners enter into a stipulated consent agreement (the "FTC Consent Order") to fully resolve all of the FTC's claims. As part of the proposed FTC Consent Order, the

Member has agreed, without any admission of liability, to pay $17,000 over the course of twelve months, and to desist and refrain from violating applicable laws. The FTC Consent Order is subject to approval by the FTC Commissioners and the court. The Member recorded an accrual of $17,000 in anticipation of this settlement, which was included in accrued expenses in the Member's consolidated balance sheet as of December 31, 2025.

Other Regulatory Matters – The Member received notice of an investigation from the State of Washington's Department of Financial Institutions ("DFI") related to its compliance with Washington state franchise laws. On August 12, 2025, without admission of wrongdoing, the Member entered into a Consent Order with the DFI to resolve the matter. As part of the Consent Order, the Member paid an immaterial administrative penalty and related costs and agreed to desist and refrain from violating applicable franchise laws.

On July 9, 2025, the Virginia Division of Securities and Retail Franchising (the "VDSRF") formally notified the Member regarding its investigation of the Member's compliance with Virginia franchise disclosure laws. On March 13, 2026, without admission of wrongdoing, the Member and the VDSRF entered into a settlement order (the "VA Settlement Order") to resolve the matter. As part of the VA Settlement Order, the Member paid an immaterial administrative penalty and related costs.

In addition, the Office of the Attorney General of the State of Maryland ("MAG") has previously contacted the Company regarding compliance with applicable franchise laws. On April 14, 2026, without admission of wrongdoing, the Company entered into a Consent Order with the MAG to resolve the matter requiring the Member to pay an immaterial administrative penalty and related costs and desist and refrain from violating Maryland franchise laws. The Consent Order also required the Member to offer to terminate area development and franchise agreements signed after April 26, 2021, and refund the initial fees to, Maryland residents, or residents of other states who are required to open studios to be located in Maryland, who had not yet opened a fitness studio when required under their franchise agreement or development agreement.

On December 12, 2024, the Company received a subpoena from the Office of the Attorney General of the State of New York (the "NYAG"). The Company is cooperating fully with the NYAG in this investigation.

The Company and its Member has also received inquiries and requests for information from regulatory authorities in other states relating to franchise law compliance and related matters. The Company and its Member are cooperating fully with these authorities.

Note 10 – Subsequent events

The Company has evaluated subsequent events through April 17, 2026, which is the date these consolidated financial statements were issued.

EXHIBIT D
GUARANTY OF PERFORMANCE

GUARANTY OF PERFORMANCE

For value received, **XPOF ASSETCO, LLC**, a Delaware limited liability company located at **17877 VON KARMAN AVENUE, SUITE 100, IRVINE, CALIFORNIA 92614** (the "Guarantor"), absolutely and unconditionally guarantees the performance by **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company, located at **17877 VON KARMAN AVENUE, SUITE 150, IRVINE, CALIFORNIA 92614** (the "Franchisor"), of all of the obligations of Franchisor in accordance with the terms and conditions of the franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees as amended, modified or extended from time to time. This guaranty continues in full force and effect until all obligations of the Franchisor under its franchise registrations and Franchise Agreements are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive notice of Franchisor's default. This guaranty is binding on the Guarantor and its successors and assignees.

The Guarantor signs this guaranty at Irvine, California on the 31st day of July, 2026.

GUARANTOR:

XPOF ASSETCO, LLC

By: _____

Name: Robert Julian

Title: Interim Chief Financial Officer

EXHIBIT E

STATEMENT OF PROSPECTIVE FRANCHISEE

BFT FRANCHISE SPV, LLC
STATEMENT OF PROSPECTIVE FRANCHISEE

[Note: Dates and Answers Must Be Completed in the Prospective Franchisee's Own Handwriting.]

California franchisees should not complete this Statement. If any California franchisee completes this Statement, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Statement.

**** If the state franchise registration and disclosure laws of California, Hawaii, Illinois, Indiana, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin apply to you, then you are not required to complete this Statement of Prospective Franchisee. Do not sign this Statement if you are a resident of Maryland or the franchise is to be operated in Maryland. ****

Do not sign this Statement of Prospective Franchisee if you are a resident of Washington or the business that you will operate is located in Washington. This Statement of Prospective Franchisee does not waive any liability we may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Since the Prospective Franchisee (also called "me," "our," "us," "we" and/or "I" in this document) and BFT Franchise SPV, LLC (also called the "Franchisor" or "BFT") both have an interest in making sure that no misunderstandings exist between them, and to verify that no violations of law might have occurred, and understanding that the Franchisor is relying on the statements I/we make in this document, I/we assure the Franchisor as follows:

A. The following dates and information are true and correct:

1.	_____, 20___ **Initials** _____	The date on which I/we received a Uniform Franchise Disclosure Document about a Franchise.
2.	_____, 20___ **Initials** _____	The date when I/we received a fully completed copy (other than signatures) of the Franchise Agreement, Multi-Unit Agreement (if appropriate) and all other documents I/we later signed.
3.	_____, 20___ **Initials** _____	The earliest date on which I/we signed the Franchise Agreement, Multi-Unit Agreement or any other binding document (not including any Letter or other Acknowledgment of Receipt.)
4.	_____, 20___ **Initials** _____	The earliest date on which I/we delivered cash, check or other consideration to the Franchisor, or any other person or company.

B. Representations and Other Matters:

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, "side deals," options, rights-of-first-refusal or otherwise of any type (collectively, the

"representations"), including, but not limited to, any which expanded upon or were inconsistent with the Disclosure Document, the Franchise Agreement, or any other written documents, have been made to or with me/us with respect to any matter (including, but not limited to, advertising, marketing, site location and/or development, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise) nor have I/we relied in any way on any such representations, except as expressly set forth in the Franchise Agreement, or a written Addendum thereto signed by the Prospective Franchisee and the Franchisor, except as follows:

_____.
(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee's Initials: _____

2. No oral, written, visual or other claim, guarantee or representation (including, but not limited to, charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, such as multiples of price and quantity to reflect gross sales, or otherwise), which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, was made to me/us by Franchisor, its affiliates or agents/representatives, nor have I/we relied in any way on any such information, except for information (if any) expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein), except as follows:

Prospective Franchisee's Initials: _____

3. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including, but not limited to, the Prospective Franchisee obtaining any financing, the Prospective Franchisee's selection, purchase, lease or otherwise of a location, any operational matters or otherwise) or the Prospective Franchisee fully performing any of the Prospective Franchisee's obligations, nor is the Prospective Franchisee relying on the Franchisor or any other entity to provide or arrange financing of any type, nor have I/we relied in any way on such, except as expressly set forth in the Franchise Agreement, Multi-Unit Agreement (if and as appropriate) or a written Addendum thereto signed by the Prospective Franchisee and the Franchisor, except as follows:

_____.
(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee's Initials: _____

4. The individuals signing for the "Prospective Franchisee" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Prospective Franchisee and each of such individuals has received the Uniform Franchise Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Franchise Agreement, Multi-Unit Agreement (if and as appropriate), each written Addendum and any Personal Guarantees.

Prospective Franchisee's Initials: _____

5. I/we have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and the Franchisor has strongly recommended that I/we obtain such independent professional advice. I/we have also been strongly advised by the Franchisor to discuss my/our proposed purchase of, or investment in, a BFT Studio Franchise

with existing Franchisees prior to signing any binding documents or paying any sums and I/we have been supplied with a list of existing BFT Studio Franchisees.

Prospective Franchisee's Initials: _____

6. I confirm that, as advised, I've spoken with past and/or existing BFT Studio Franchisees, and that I made the decision as to which, and how many, BFT Studio Franchisees to speak with.

Prospective Franchisee's Initials: _____

7. I/we understand that: entry into any business venture necessarily involves some unavoidable risk of loss or failure, the purchase of a BFT Franchise (or any other) is a speculative investment, an investment beyond that outlined in the Disclosure Document may be required to succeed, there exists no guaranty against possible loss or failure in this or any other business and the most important factors in the success of any BFT Franchise, including the one to be operated by me/us, are my/our personal business, marketing, sales, management, judgment and other skills.

Prospective Franchisee's Initials: _____

If there are any matters inconsistent with the statements in this document, or if anyone has suggested that I sign this document without all of its statements being true, correct and complete, I/we will (a) immediately inform the Brand President of BFT Franchise SPV, LLC (949-346-3000), and (b) make a written statement regarding such next to my signature below so that the Franchisor may address and resolve any such issue(s) at this time and before either party goes forward.

I/we understand and agree that the Franchisor does not furnish or endorse, or authorize its salespersons or others to furnish or endorse, any oral, written or other information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, that such information (if any) not expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein) is not reliable and that I/we have not relied on it, that no such results can be assured or estimated and that actual results will vary from unit to unit, franchise to franchise, and may vary significantly.

Prospective Franchisee's Initials: _____

I/we understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

Date: _____

If the franchised business that you will operate is located in Maryland or if you are a resident of Maryland, the following shall apply:

> Any acknowledgments or representations of the franchisee which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise 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.

If any California franchisee completes this Statement of Prospective Franchisee, we will destroy, disregard, and will not rely on such Statement of Prospective Franchisee.

This Statement of Prospective Franchisee does not waive any liability we may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

PROSPECTIVE FRANCHISEE (Individual)

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

PROSPECTIVE FRANCHISEE (Corp., LLC or Partnership) [Must be accompanied by appropriate personal guarantee(s)]

_____
Legal Name of Entity

a _____
State of incorporation, formation, etc.

By: _____
Name

_____
Signature

Title:_____

EXHIBIT F

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DISCLAIMER: The procedures and practices outlined in this manual are intended to help franchisees operate their business successfully, however BFT makes no guarantees or assurances that following the instructions in this manual will result in any specific level of success, profitability, or achievement of business goals. The success of your franchise will depend on various factors, including but not limited to your own efforts, the quality of management, market conditions, competition, and local economic factors. As such, BFT cannot and does not guarantee any particular results from adhering to the guidance provided in this manual. Although Franchisees must adhere to System Standards (as such terms is defined in the Franchise Agreement), Franchisees are generally encouraged to use this manual as a reference tool and to seek additional advice from professional advisors where appropriate.

EXHIBIT G

FORM OF GENERAL RELEASE

BFT FRANCHISE SPV, LLC
GENERAL RELEASE OF ALL CLAIMS

_____ ("**FRANCHISEE**") and **_____, an individual** ("**GUARANTOR**") enter into this General Release on _____, with reference to the following facts:

1. On **_____, BFT FRANCHISE SPV, LLC** a Delaware limited liability company ("**FRANCHISOR**"), and FRANCHISEE entered into a Franchise Agreement (the "**Franchise Agreement**") to operate a Franchised Business located at _____ (the "**Premises**"). GUARANTOR guaranteed FRANCHISEE's performance under the Franchise Agreement pursuant to a Guarantee and Assumption of Obligations (the "Guarantee"). In consideration of FRANCHISOR'S processing and approval of _____, the Franchise Agreement provides that FRANCHISEE must sign this General Release as a condition to such _____. All capitalized terms not otherwise defined in this General Release shall have the same meaning as in the Franchise Agreement and/or the Guarantee.

2. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRANCHISEE and GUARANTOR hereby release and forever discharge FRANCHISOR, its parents and subsidiaries and the directors, officers, employees, attorneys and agents of said corporations, and each of them, from any and all claims, obligations, liabilities, demands, costs, expenses, damages, actions and causes of action, of whatever nature, character or description, known or unknown (collectively "Damages"), which arose on or before the date of this General Release, including any Damages with respect to the Franchise Agreement, the Franchised Business, the Premises and the Guarantee. FRANCHISEE waives any right or benefit which FRANCHISEE or GUARANTOR may have under Section 1542 of the California Civil Code or any equivalent law or statute of any other state. Section 1542 of the California Civil Code reads as follows:

> "Section 1542. Certain claims not affected by general release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

FRANCHISEE and GUARANTOR acknowledge and agree that notwithstanding anything to the contrary, nothing in this General Release or any other agreement with FRANCHISOR restricts or prohibits any person from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Securities and Exchange Commission, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. No person needs the prior authorization of FRANCHISOR to engage in conduct protected by the preceding sentence, and no person needs to notify FRANCHISOR that such person has engaged in such conduct.

3. This General Release sets forth the entire agreement and understanding of the parties regarding the subject matter of this General Release and any agreement, representation or understanding, express or implied, heretofore made by any party or exchanged between the parties are hereby waived and canceled.

4. This Agreement shall be binding upon each of the parties to this General Release and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Any general release provided hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any general release provided hereunder shall not apply to any liability under the Minnesota Franchise Act.

Any general release provided hereunder shall not apply to any liability under the Washington Franchise Investment Protection Act, and the rules adopted thereunder.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have executed this General Release as of the day and year set forth above.

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

GUARANTOR:

_____, an individual

EXHIBIT H

STATE SPECIFIC ADDENDA

ADDITIONAL DISCLOSURES FOR THE FRANCHISE DISCLOSURE DOCUMENT OF BFT FRANCHISE SPV, LLC

The following are additional disclosures for the Franchise Disclosure Document of BFT FRANCHISE SPV, LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise law applies to you.

FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA , OR WISCONSIN.

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.

CALIFORNIA

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

1. 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.

2. SECTION 31125 OF THE CALIFORNIA CORPORATION CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

3. OUR WEBSITE, https://www.xponential.com/franchising, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT www.dfpi.ca.gov.

4. Section 31512.1 of the California Corporations Code requires that any provision of the Franchise Agreement, 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.

5. The following statement is added to the end of Item 3:

Neither we, our parent, predecessor or affiliate nor any person in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A Sections 78a et seq., suspending or expelling such persons from membership in that association or exchange.

6. The following statement is added to the Remarks column of Item 6 for the row entitled **Late Fees**:

The highest rate of interest allowed by California law is 10% annually.

7. The following paragraphs are added at the end of Item 17:

The Franchise Agreement and Multi-Unit Agreement require you to sign a general release of claims upon renewal or transfer of the Franchise Agreement or Multi-Unit Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

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

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

The Franchise Agreement and Multi-Unit Agreement contain a covenant not to compete that extends beyond termination of the franchise. This provision might not be enforceable under California law.

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

The Franchise Agreement and Multi-Unit Agreement require binding arbitration. The arbitration will be conducted at our then current principal place of business (currently Irvine, California) or another location that we designate with the costs being borne as provided in the Franchise Agreement and Multi-Unit Agreement. Prospective developers and 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 the Franchise Agreement and Multi-Unit Agreement restricting venue to a forum outside the State of California.

Under the Franchise Agreement, we reserve the right to require that franchisees comply with maximum and minimum prices it sets for goods and services. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the California's Cartwright Act (Cal. Bus. and Prof. Code §§ 16700 to 16770).

8. The following paragraphs are added at the end of Item 19:

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 Studio. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

HAWAII

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

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

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

2. DO NOT SIGN THE REPRESENTATIONS AND ACKNOWLEDGEMENT QUESTIONNAIRE IF YOU ARE LOCATED, OR YOUR STUDIO WILL BE LOCATED IN HAWAII.

ILLINOIS

1. **No Disclaimer**. 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.

2. The "Summary" section of Item 17.u, entitled **Dispute resolution by arbitration or mediation**, and the "Summary" section of Item 17.v, entitled **Choice of forum**, are supplemented with the following:

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

3. The "Summary" section of Item 17.w, entitled **Choice of law**, is deleted and replaced with the following:

> Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement and Multi-Unit Agreement.

4. The following paragraphs are added to the end of Item 17:

> Section 41 of the Illinois Franchise Disclosure Act provides that 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 a franchise agreement/multi-unit agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

MARYLAND

1. The following is added to the end of Item 5 and Item 7:

> Pursuant to an order of the Maryland Securities Commissioner, we have posted a Surety Bond in the requested amount. The terms of the Surety Bond will remain in effect until we have completed all of our initial obligations to you under the Franchise Agreement and you have opened your Studio. If you have signed a multi-unit agreement, the Surety Bond will remain in effect until we have completed all of our initial obligation to you under the Multi-Unit Agreement and your first Studio under the Multi-Unit Agreement has opened. A copy of the Surety Bond is on file with the Maryland Securities Commissioner.

2. The following is added to the end of the 4th paragraph under the "Brand Development Fund" section of Item 11:

> You may obtain a statement of the expenses incurred by the Fund during its most recently completed fiscal year by making a written request to us.

3. The following is added to the end of the "Summary" sections of Item 17.c, entitled **Requirements for renewal or extension**, and Item 17.m, entitled **Conditions for franchisor approval of transfer**:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The following is added to the end of the "Summary" section of Item 17.h, entitled "**Cause" defined – non-curable defaults**:

The Multi-Unit Agreement and Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (111 U.S.C. Sections 101 et seq.) but we will enforce it to the extent enforceable.

5. The "Summary" sections of Item 17.v, entitled **Choice of forum**, and 17.w, entitled **Choice of law**, are amended to add the following:

A franchisee may bring suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

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

The Multi-Unit Agreement and Franchise Agreement provide that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

As disclosed in XFI's most recent Form 10-K filed March 14, 2025, with the U.S. Securities and Exchange Commission, XFI: "As of December 31, 2024, we estimate approximately 30% of our licenses contractually obligated to open in North America are over 12 months behind the applicable development schedule due to various circumstances and are currently inactive."

MINNESOTA

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

2. **THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED**

AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

3. The disclosure in the Item 6 chart, entitled **Lost Revenue Damages**, is deleted in its entirety.

4. The following language is added to the end of Item 13:

Provided you have complied with all provisions of the Franchise Agreement applicable to the Marks, we will protect your rights to use the marks and we also will indemnify you from any loss, costs or expenses from any claims, suits or demands regarding your use of the Marks in accordance with Minn. Stat. Sec. 80C.12 Subd. 1(g).

5. The following is added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and Multi-Unit Agreement and 180 days' notice for non-renewal of the Franchise Agreement and Multi-Unit Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the Area Developer or Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document, Multi-Unit Agreement or Franchise Agreement can abrogate or reduce any of Area Developer's or Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Area Developer's or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Any release required as a condition of renewal or transfer/assignment will not apply to the extent prohibited by governing law with respect to claims arising under Minn. Rule 2860.4400D.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

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

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective

order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by a franchisee": "You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law": The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or 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 Rev. April 2, 2024 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.

8. The following is added to the end of Item 4:

> Neither we, our affiliate, predecessor, officers, or general partners or any other individual who will have management responsibility relating to the sale or operation of franchises offered by this Disclosure Document have, during the 10-year period immediately preceding the date of the Disclosure Document: (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 U.S. 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 that officer or general partner of the franchisor held this position in the company or partnership.

9. The following is added to the end of Item 5:

We apply the initial franchise fee to defray our costs for site review and approval, sales, legal compliance, salary, and general administrative expenses and profits.

10. The "Summary" section of Item 17.j, entitled **Assignment of contract by franchisor** is amended to add the following:

However, to the extent required by applicable law, no assignment will be made except to an assignee who, in our good faith judgment, is willing and financially able to assume our obligations under the Multi-Unit Agreement or Franchise Agreement.

RHODE ISLAND

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

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act. To the extent required by applicable law Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act."

VIRGINIA

1. The following language is added to the end of the "Summary" section of Item 17.e, entitled **Termination by franchisor without cause**:

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

2. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

3. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

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 in 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.

19. The following is added to the end of Item 5 and Item 7:

A surety bond in the amount of $100,00 has been obtained by the Franchisor. The Washington Securities Division has made the issuance of the franchisor's permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington Franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offing circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

20. The following is added to the "Remarks" column of the Item 6 row entitled "**Lost Revenue Damages**:"

We will allocate the portion of the Lost Revenue Damages received by us attributable to Fund Contributions to the Fund.

21. In the Remarks column for Lost Revenue Damages under Item 6 the words "lesser of 36" are deleted and replaced with "lesser of 24".

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE MULTI-UNIT AGREEMENT

RIDER TO THE BFT FRANCHISE SPV, LLC
MULTI-UNIT AGREEMENT
FOR USE IN CALIFORNIA

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Developer**").

1. **Background**. Franchisor and Developer are parties to that certain Multi-Unit Agreement dated _____, 20___ (the "**Multi-Unit Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Multi-Unit Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Multi-Unit Agreement. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) Developer is domiciled in the State of California, or (b) the offer of the franchise is made or accepted in the State of California and the Studios that Developer develops under the Multi-Unit Agreement are or will be located in the State of California.

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

3. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Multi-Unit Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

4. The Multi-Unit Agreement contains a covenant not to compete which extends beyond the termination of the agreement. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Multi-Unit Agreement.

BFT FRANCHISE SPV, LLC, a Delaware limited liability company	**[NAME OF DEVELOPER]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Capacity: _____
Date: _____	Date: _____

RIDER TO THE BFT FRANCHISE SPV, LLC
MULTI-UNIT AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Developer**").

1. **Background**. Franchisor and Developer are parties to that certain Multi-Unit Agreement dated _____, 20___ (the "**Multi-Unit Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Multi-Unit Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Multi-Unit Agreement. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) Developer is domiciled in the State of Illinois, or (b) the offer of the franchise is made or accepted in the State of Illinois and the Studios that Developer develops under the Multi-Unit Agreement are or will be located in the State of Illinois.

2. **No Disclaimer.** 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.

3. **Waiver of Jury Trial; Class Actions**. The following is added to the end of Sections 12.H (**Waiver of Jury Trial**) and 12.I (**Waiver of Class Actions**) of the Multi-Unit Agreement:

> Nothing contained in this section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois, to the extent applicable.

4. **Limitation of Actions**. The following is added to the end of Section 12.K (**Limitation of Actions**) of the Multi-Unit Agreement:

> However, nothing contained in this section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois, to the extent applicable.

5. **Illinois Franchise Disclosure Act**. The following language is added to the end of the Multi-Unit Agreement:

> Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern this Agreement.
>
> Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a multi-unit agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a multi-unit agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Developer's rights upon termination and non-renewal of a multi-unit agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Multi-Unit Agreement.

BFT FRANCHISE SPV, LLC, a Delaware limited liability company	**[NAME OF DEVELOPER]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Capacity: _____
Date: _____	Date: _____

RIDER TO THE BFT FRANCHISE SPV, LLC
MULTI-UNIT AGREEMENT
FOR USE IN MARYLAND

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Developer**").

1. **Background**. Franchisor and Developer are parties to that certain Multi-Unit Agreement dated _____, 20___ (the "**Multi-Unit Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Multi-Unit Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Multi-Unit Agreement. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) Developer is a resident of the State of Maryland; or (b) the Studios that Developer develops under the Multi-Unit Agreement are or will be developed in the State of Maryland; or (c) the offer to sell is made in the State of Maryland; or (d) the offer to buy is accepted in the State of Maryland.

2. **Development Fee**. The following is added to the end of Section 4 (**Development Fee**) of the Multi-Unit Agreement:

> Pursuant to an order of the Maryland Securities Commissioner, we have posted a Surety Bond in the requested amount. The terms of the Surety Bond will remain in effect until we have completed all of our initial obligations to you under the Multi-Unit Agreement and you have opened your first Studio under the Multi-Unit Agreement. A copy of the Surety Bond is on file with the Maryland Securities Commissioner.

3. **Insolvency**. The following is added to the end of Section 8.A.(1)(b) (**Termination of Franchise by Franchisor**) of the Multi-Unit Agreement:

> The provision which provides for termination upon Developer's bankruptcy might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **Release**. The following is added to the end of Section 9.B (**Transfer of Interest - By Developer and its Owners**) of the Multi-Unit Agreement:

> Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **Governing Law; Consent to Jurisdiction.** The following is added to the end of Sections 12.A (**Governing Law**) and 12.F (**Consent to Jurisdiction**) of the Multi-Unit Agreement:

> ; provided, however, Developer may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Maryland law may apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **Mediation; Mandatory Binding Arbitration**. The following is added to the end of Sections 12.C (**Mediation**) and 12.D (**Mandatory Binding Arbitration**) of the Multi-Unit Agreement:

> A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the

Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

7. **Waiver of Jury Trial, Class Actions; Limitation of Actions**. The following is added to the end of Sections 12.H (**Waiver of Jury Trial**), 12.I (**Waiver of Class Actions**) and 12.K (**Limitation of Actions**) of the Multi-Unit Agreement:

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

8. **Acknowledgments**. Section 18.3 and the third sentence of Section 18.4 of the Franchise Agreement are deleted in their entirety.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Multi-Unit Agreement.

BFT FRANCHISE SPV, LLC, a Delaware limited liability company	**[NAME OF DEVELOPER]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Capacity: _____
Date: _____	Date: _____

RIDER TO THE BFT FRANCHISE SPV, LLC
MULTI-UNIT AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Developer**").

1. **Background**. Franchisor and Developer are parties to that certain Multi-Unit Agreement dated _____, 20___ (the "**Multi-Unit Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Multi-Unit Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Multi-Unit Agreement. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) the Studios that Developer will develop under the Multi-Unit Agreement will be developed in the State of Minnesota; and/or (b) any of the offering or sales activity relating to the Multi-Unit Agreement occurred in the State of Minnesota.

2. **Termination**. The following sentence is added to the end of Section 8.A (**Termination of Franchise by Franchisor**) of the Multi-Unit Agreement:

> However, with respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3, 4, and 5, which require (except in certain specified cases) that Developer be given 90 days' notice of termination (with 60 days to cure) of this Agreement.

3. **Release**. The following is added to the end of Section 9.B (**Transfer of Interest - By Developer and its Owners**) of the Multi-Unit Agreement:

> Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

4. **Governing Law**. The following sentence is added to the end of Section 12.A (**Governing Law**) of the Multi-Unit Agreement:

> Nothing in this Agreement will abrogate or reduce any of Developer's rights under the Minnesota Statutes Chapter 80C or Developer's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

5. **Other Proceeding (Right to Injunctive Relief)**. The following language is added to the end of Section 12.E (**Other Proceeding (Right to Injunctive Relief)**) of the Multi-Unit Agreement:

> Notwithstanding the foregoing, Developer cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

6. **Consent to Jurisdiction**. The following sentence is added to the end of Section 12.F (**Consent to Jurisdiction**) of the Multi-Unit Agreement:

> Notwithstanding the foregoing, Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor, except in certain specified cases, from requiring litigation to be conducted outside of

Minnesota. Nothing in this Agreement shall abrogate or reduce any of Developer's rights under Minnesota Statutes chapter 80C or Developer's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

7. **Waiver of Punitive Damages; Jury Trial**. If and then only to the extent required by the Minnesota Franchises Law, Sections 12.G (**Waiver of Punitive Damages**) and 12.H (**Waiver of Jury Trial**) of the Multi-Unit Agreement are hereby deleted.

8. **Limitation of Actions**. The following is added to the end Section 12.K (**Limitation of Actions**) of the Multi-Unit Agreement:

; provided, however, the foregoing must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Multi-Unit Agreement.

BFT FRANCHISE SPV, LLC, a Delaware limited liability company	**[NAME OF DEVELOPER]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Capacity: _____
Date: _____	Date: _____

RIDER TO THE BFT FRANCHISE SPV, LLC
MULTI-UNIT AGREEMENT
FOR USE IN NEW YORK

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Developer**").

1. **Background**. Franchisor and Developer are parties to that certain Multi-Unit Agreement dated _____, 20___ (the "**Multi-Unit Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Multi-Unit Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Multi-Unit Agreement. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) an offer to sell is made in the State of New York; or (b) an offer to buy is accepted in the State of New York; or (c) if Developer is domiciled in the State of New York, the Studio is or will be developed in the State of New York.

2. **Termination**. The following sentence is added to the end of Section 8.A (**Termination of Franchise by Franchisor**) of the Multi-Unit Agreement:

> Developer also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

3. **Transfer of Interest**. The following sentence is added to the end of Section 9.B (**Transfer of Interest; By Developer and its Owners**) of the Multi-Unit Agreement:

> However, to the extent required by applicable law, no assignment will be made except to an assignee who, in Franchisor's good faith judgment, is willing and financially able to assume Franchisor's obligations under this Agreement.

4. **Release**. The following is added to the end of Section 9.B (**Transfer of Interest - By Developer and its Owners**) of the Multi-Unit Agreement:

> Notwithstanding the foregoing all rights enjoyed by Developer and any causes of action arising in Developer's favor from the provision of Article 33 of the General Business Law of the State of New York and the regulations issued there under shall remain in force to the extent required by the non-waiver provisions of GBL Sections 687.4 and 687.4, as amended.

5. **Governing Law; Consent to Jurisdiction.** The following sentence is added to the end of Sections 12.A (**Governing Law**) and 12.F (**Consent to Jurisdiction**):

> This section shall not be considered a waiver of any right conferred upon Developer by the provisions of Article 33 of the New York General Business Law, as amended, and the regulations issued thereunder.

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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Multi-Unit Agreement.

BFT FRANCHISE SPV, LLC, a Delaware limited liability company	**[NAME OF DEVELOPER]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Capacity: _____
Date: _____	Date: _____

RIDER TO THE BFT FRANCHISE SPV, LLC
MULTI-UNIT AGREEMENT
FOR USE IN RHODE ISLAND

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Developer**").

1. **Background**. Franchisor and Developer are parties to that certain Multi-Unit Agreement dated _____, 20____ (the "**Multi-Unit Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Multi-Unit Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Multi-Unit Agreement. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) an offer to sell is made or accepted in the State of Rhode Island, or (b) Developer is a resident of the State of Rhode Island and the Studios Developer develops under its Multi-Unit Agreement are or will be operated in the State of Rhode Island.

2. **Governing Law**. The following is added at the end of Section 12.A (**Governing Law**) of the Multi-Unit Agreement:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act."

3. **Consent to Jurisdiction**. The following is added at the end of Section 12.F (**Consent to Jurisdiction**) of the Multi-Unit Agreement:

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Multi-Unit Agreement.

BFT FRANCHISE SPV, LLC, a Delaware limited liability company	**[NAME OF DEVELOPER]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Capacity: _____
Date: _____	Date: _____

RIDER TO THE BFT FRANCHISE SPV, LLC
MULTI-UNIT AGREEMENT
FOR USE IN VIRGINIA

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Developer**").

1. **BACKGROUND**. Franchisor and Developer are parties to that certain Multi-Unit Agreement dated _____, 20____ (the "**Multi-Unit Agreement**") that has been signed concurrently with the signing of this Rider. This Rider being signed because Studio(s) that Developer will develop under the Multi-Unit Agreement will be established or maintained in the State of Virginia.

2. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

3. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Multi-Unit Agreement.

BFT FRANCHISE SPV, LLC, a Delaware limited liability company	**[NAME OF DEVELOPER]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Capacity: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO THE MULTI-UNIT AGREEMENT AND ALL RELATED AGREEMENTS
FOR USE IN WASHINGTON

THIS RIDER is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Developer**").

Background. Franchisor and Developer are parties to that certain Multi-Unit Agreement dated _____, 20____ (the "**Multi-Unit Agreement**") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) the offer is directed into the State of Washington and is received where it is directed; or (b) Developer is a resident of the State of Washington; or (c) the Studios that Developer develops under the Multi-Unit Agreement are or will be located or operated, wholly or partly, in the State of 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 in 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.

19. **Surety Bond**. A surety bond in the amount of $100,000 has been obtained by Franchisor. The Washington Securities Division has made the issuance of Franchisor's permit contingent upon Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington franchisees have (i) received all pre-opening obligations that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

20. **Enforcement of Covenants**. Subparts (a) and (b) of Section 6.B of the Multi-Unit Agreement will not apply to the post-termination restrictions in Section 6.A.

21. **Cross Default**. Section 8.B of the Multi-Unit Agreement will not apply to the extent it is inconsistent with RCW 19.100.180.

22. **No Recourse Against Nonparty Affiliates**. Nothing in Section 13.E of the Multi-Unit Agreement will release XPOF Assetco, LLC from any liability arising under that certain Guaranty of Performance by XPOF Assetco, LLC dated March 14, 2025.

23. **Washington Law**. Notwithstanding the foregoing, the following paragraphs are added to the end of the Multi-Unit Agreement:

> 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Multi-Unit Agreement.

BFT FRANCHISE SPV, LLC, a Delaware limited liability company	**[NAME OF DEVELOPER]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Capacity: _____
Date: _____	Date: _____

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE BFT FRANCHISE SPV, LLC
FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Franchisee**").

1. **Background**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in the State of California, or (b) the offer for the sale of the franchise was made or accepted in the State of California and the Studio that Franchisee operates under its Franchise Agreement is or will be operated in the State of California.

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

3. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

BFT FRANCHISE SPV, LLC,
a Delaware limited liability company

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

"FRANCHISEE"

[if an individual]

_____
[Name], individually

Sign: _____
Date: _____

[if a legal entity]

_____
[Name], a [state/type]

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

RIDER TO THE BFT FRANCHISE SPV, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Franchisee**").

1. **Background**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in the State of Illinois, or (b) the offer for the sale of the franchise was made or accepted in the State of Illinois and the Studio that Franchisee operates under its Franchise Agreement is or will be operated in the State of Illinois.

2. **No Disclaimer.** 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.

3. **Waiver of Jury Trial; Class Actions**. The following is added to the end of Sections 16.8 (**Waiver of Jury Trial**) and 16.9 (**Waiver of Class Actions**) of the Franchise Agreement:

> Nothing contained in this section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois, to the extent applicable.

4. **Limitation of Actions**. Section 16.12 (**Limitation of Actions**) of the Franchise Agreement is amended by adding the following:

> However, nothing contained in this section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois, to the extent applicable.

5. **Illinois Franchise Disclosure Act**. The following language is added to the end of the Franchise Agreement:

> Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern this Agreement.
>
> Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Franchisee's rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

BFT FRANCHISE SPV, LLC,
a Delaware limited liability company

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

"FRANCHISEE"

[if an individual]

_____
[Name], individually

Sign: _____
Date: _____

[if a legal entity]

_____
[Name], a [state/type]

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

RIDER TO THE BFT FRANCHISE SPV, LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Franchisee**").

1. **Background**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of the State of Maryland; or (b) the Studio that Franchisee operates under its Franchise Agreement is or will be operated in the State of Maryland; or (c) the offer to sell the franchise was made in the State of Maryland; or (d) the offer to buy the franchise was accepted in the State of Maryland.

2. **Releases**. The following is added to the end of Sections 3.2.C (**Successor Franchise**) and 14.2 (**Conditions for Approval of Transfer**) of the Franchise Agreement:

> Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **Initial Franchise Fee.** The following is added to the end of Section 5.1 (**Initial Franchise Fee**) of the Franchise Agreement:

> Pursuant to an order of the Maryland Securities Commissioner, we have posted a Surety Bond in the requested amount. The terms of the Surety Bond will remain in effect until we have completed all of our initial obligations to you under the Franchise Agreement and you have opened your Studio. A copy of the Surety Bond is on file with the Maryland Securities Commissioner.

4. **Insolvency**. The following is added to the end of Sections 15.1.A(2) and (3) (**Termination of Franchise by Franchisor**) of the Franchise Agreement:

> This Section might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

5. **Governing Law; Consent to Jurisdiction.** The following is added to the end of Sections 16.1 (**Governing Law**) and 16.6 (**Consent to Jurisdiction**) of the Franchise Agreement:

> ; provided, however, Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **Mediation; Mandatory Binding Arbitration**. Sections 16.3 (**Mediation**) and 16.4 (**Mandatory Binding Arbitration**) of the Franchise Agreement are supplemented by adding the following to the end of the Section:

A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

7. **Waiver of Jury Trial, Class Actions; Limitation of Actions**. The following is added to the end of Sections 16.8 (**Waiver of Jury Trial**),16.9 (**Waiver of Class Actions**) and 16.12 (**Limitation of Actions**) of the Franchise Agreement:

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

8. **Acknowledgments**. Section 18.3 and the third sentence of Section 18.4 of the Franchise Agreement are deleted in their entirety.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

BFT FRANCHISE SPV, LLC,
a Delaware limited liability company

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

"FRANCHISEE"

[if an individual]

_____
[Name], individually

Sign: _____
Date: _____

[if a legal entity]

_____
[Name], a [state/type]

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

RIDER TO THE BFT FRANCHISE SPV, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Franchisee**").

1. **Background**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Franchisee is a resident of the State of Minnesota, (b) the Studio that Franchisee will develop under the Franchise Agreement is or will be located in the State of Minnesota; or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in the State of Minnesota.

2. **Releases.** The following is added to the end of Sections 3.2.C (**Successor Franchise**) and 14.2 (**Conditions for Approval of Transfer**) of the Franchise Agreement:

> Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **Ownership of Marks**. The following language is added to the end of Section 4.1 (**Ownership of Marks**) of the Franchise Agreement:

> Provided Franchisee has complied with all provisions of the Franchise Agreement applicable to the Mark, Franchisor will protect Franchisee's rights to use the Marks and Franchisor will indemnify Franchisee from any loss, costs or expenses from any claims, suits or demands regarding Franchisee's use of the Marks in accordance with Minn. Stat. Sec 80C.12 Subd. 1(g).

4. **Interest and Late Charges**. The following language is added to the end of Section 5.11 (**Interest and Late Charges**) of the Franchise Agreement:

> Notwithstanding the foregoing, Franchisee and Franchisor acknowledge that under Minnesota Statute 604.113 Franchisee's penalty for an insufficient funds check will be limited to $30 per occurrence.

5. **Injunctive Relief**. The following language is added to the end of Section 12.2 (**Injunctive Relief**) of the Franchise Agreement:

> Notwithstanding the foregoing, Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

6. **Renewal and Termination**. The following is added to the end of Sections 3.2 (**Successor Franchise**) and 15.1 (**Termination of Franchise by Franchisor**) of the Franchise Agreement:

> However, with respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

7. **Lost Revenue Damages**. The following language is added to the end of Section 15.3.J (**Obligations of Franchisee Upon Termination, Expiration or Non-Renewal**) of the Franchise Agreement:

> Franchisor and Franchisee acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, Franchisor and Franchisee agree to enforce the provision to the extent the law allows.

8. **Governing Law**. The following sentence is added to the end of Section 16.1 (**Governing Law**) of the Franchise Agreement:

> Nothing in this Agreement will abrogate or reduce any of Franchisee's rights under the Minnesota Statutes Chapter 80C or Franchisee's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

9. **Consent to Jurisdiction**. The following sentence is added to the end of Section 16.6 (**Consent to Jurisdiction**) of the Franchise Agreement:

> Notwithstanding the foregoing, Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement shall abrogate or reduce any of Franchisee's rights under Minnesota Statutes chapter 80C or Franchisee's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

10. **Waiver of Punitive Damages; Jury Trial**. If and then only to the extent required by the Minnesota Franchises Law, Sections 16.7 (**Waiver of Punitive Damages**) and 16.8 **(Waiver of Jury Trial**) of the Franchise Agreement are hereby deleted.

11. **Limitation of Actions**. The following is added to the end of Section 16.12 (**Limitation of Actions**) of the Franchise Agreement:

> ; provided, however, the foregoing must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

BFT FRANCHISE SPV, LLC,
a Delaware limited liability company

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

"FRANCHISEE"

[if an individual]

_____
[Name], individually

Sign: _____
Date: _____

[if a legal entity]

_____
[Name], a [state/type]

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

RIDER TO THE BFT FRANCHISE SPV, LLC
FRANCHISE AGREEMENT
FOR USE IN NEW YORK

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Franchisee**").

1. **Background**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in the State of New York and the Studio that Franchisee will operate under the Franchise Agreement is or will be located in State of New York, or (b) the offer to sell the franchise for your Studio was made or accepted in the State of New York.

2. **Releases.** The following is added to the end of Sections 3.2.C (**Successor Franchise**) and 14.2 (**Conditions for Approval of Transfer**) of the Franchise Agreement:

> Notwithstanding the foregoing all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provision of Article 33 of the General Business Law of the State of New York and the regulations issued there under shall remain in force to the extent required by the non-waiver provisions of GBL Sections 687.4 and 687.4, as amended.

3. **Conditions for Approval of Transfer**. The following sentence is added to the end of Section 14.2 (**Conditions for Approval of Transfer**) of the Franchise Agreement:

> However, to the extent required by applicable law, no assignment will be made except to an assignee who, in Franchisor's good faith judgment, is willing and financially able to assume Franchisor's obligations under this Agreement.

4. **Termination**. The following sentence is added to the end of Section 15.1 (**Termination of Franchise by Franchisor**) of the Franchise Agreement:

> Franchisee also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. **Governing Law; Consent to Jurisdiction.** The following sentence is added to the end of Sections 16.1 (**Governing Law**) and 16.6 (**Consent to Jurisdiction**) of the Franchise Agreement:

> This section shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the New York General Business Law, as amended, and the regulations issued thereunder.

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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

BFT FRANCHISE SPV, LLC,
a Delaware limited liability company

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

"FRANCHISEE"

[if an individual]

_____
[Name], individually

Sign: _____
Date: _____

[if a legal entity]

_____
[Name], a [state/type]

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

RIDER TO THE BFT FRANCHISE SPV, LLC
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND

THIS RIDER (this "**Rider**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Franchisee**").

1. **Background**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, 20____ (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island, or (b) Franchisee is a resident of the State of Rhode Island and the Studio that Franchisee develops under its Franchise Agreement is or will be operated in the State of Rhode Island.

2. **Governing Law**. The following is added at the end of Section 16.1 (**Governing Law**) of the Franchise Agreement:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act."

3. **Consent to Jurisdiction**. The following is added at the end of Section 16.6 (**Consent to Jurisdiction**) of the Franchise Agreement:

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

BFT FRANCHISE SPV, LLC,
a Delaware limited liability company

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

"FRANCHISEE"

[if an individual]

_____
[Name], individually

Sign: _____
Date: _____

[if a legal entity]

_____
[Name], a [state/type]

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

RIDER TO THE BFT FRANCHISE SPV, LLC
TO THE FRANCHISE AGREEMENT
AND RELATED AGREEMENTS
FOR USE IN VIRGINIA

THIS RIDER is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Franchisee**").

1. **Background**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, 20____ (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the Studio that Franchisee develops under its Franchise Agreement is or will be located or operated, wholly or partly, in the State of Virginia.

2. **Governing Law**. The following is added at the end of Section 16.1 (**Governing Law**) of the Franchise Agreement:

> Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

3. **Covenants Not To Compete**. For franchises that are entered into on or after July 1, 2026, the following is added at the end of Section 13.1 (**Non-Competition Covenants of Franchise**) of the Franchise Agreement:

> Under the Virginia Retail Franchising Act, Va. Code Section 13.1-563(A)(4), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, the Act provides in Va. Code Section 13.1-563(B) that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

BFT FRANCHISE SPV, LLC,
a Delaware limited liability company

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

"FRANCHISEE"

[if an individual]

_____
[Name], individually

Sign: _____
Date: _____

[if a legal entity]

_____
[Name], a [state/type]

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

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT AND ALL RELATED AGREEMENTS FOR USE IN WASHINGTON

THIS RIDER is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Franchisee**").

Background. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, 20____ (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer is directed into the State of Washington and is received where it is directed; or (b) Franchisee is a resident of the State of Washington; or (c) the Studio that Franchisee develops under its Franchise Agreement is or will be located or operated, wholly or partly, in the State of 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 in 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.

19. **Surety Bond**. A surety bond in the amount of $100,000 has been obtained by Franchisor. The Washington Securities Division has made the issuance of Franchisor's permit contingent upon Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington franchisees have (i) received all pre-opening obligations that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

20. **Site Approval Process**. The following language is deleted from Section 1.2 of the Franchise Agreement:

> If Franchisor provides Franchisee with any information regarding a site for the Studio, such information is not a representation or warrant of any kind (express, implied, or collateral) of the site's suitability for a Studio or any other purpose. Franchisor's acceptance of Franchisee's proposed site is not intended to be relied on by Franchisee as an indicator of likely success, but that Franchisor believes the site meets Franchisor's then-acceptable criteria, which Franchisor has established for Franchisor's own purposes.

21. **Enforcement of Covenants**. The first and second sentences of Section 13.3(A) of the Franchise Agreement will not apply to with respect to the post-termination restrictions in Section 13.1(B). The first sentence of Section 13.3(B) of the Franchise Agreement is hereby deleted in its entirety.

22. **Cross Default**. Section 15.2 of the Franchise Agreement will not apply to the extent it is inconsistent with RCW 19.100.180.

23. **Franchisor's Rights and Remedies in Addition to Termination**. Section 15.4(A) of the Franchise Agreement is deleted and replaced with the following:

> If Franchisee shall be in material default in the performance of any of its obligations or materially breach any term or condition of this Agreement, in addition to Franchisor's right to terminate this Agreement, and without limiting any other rights or remedies to which Franchisor may be entitled at law or in equity, Franchisor may, at its election, immediately or at any time thereafter, and without notice to Franchisee cure such default for the account of and on behalf of Franchisee including entering upon and taking possession of the Studio for a period not to exceed one hundred and eighty (180) consecutive days and taking, in the name of Franchisee, all other actions necessary to effect the provisions of this Agreement and any such entry or other action shall not be deemed a trespass or other illegal act, and Franchisor shall not be liable (except with respect to Franchisor's gross negligence

or intentional misconduct) in any manner to Franchisee for so doing, and Franchisee shall pay the entire cost thereof to Franchisor on demand, including reasonable compensation to Franchisor for the management of the Studio.

24. **Franchisor's Right to Purchase the Studio**. Section 15.3(I) of the Franchise Agreement is amended and supplemented to include the following:

To the extent, this Section 15.3(I) is inconsistent with RCW 19.100.180(2)(i), it is hereby deemed modified to comply with RCW 19.100.180(2)(i). Subject to applicable laws, Franchisor is required to purchase certain assets at fair market value (including goodwill in certain instances) at the time of expiration or termination of the franchise, offset by any amounts owed by the Franchisee to the Franchisor.

25. **Lost Revenue Damages**. Section 15.3.J of the Franchise Agreement is amended and supplemented as follows:

The phrase "the lesser of 36" is hereby deleted and replaced with the "lesser of 24".

26. **No Recourse Against Nonparty Affiliates.** Nothing in Section 17.5 of the Franchise Agreement will release XPOF Assetco, LLC from any liability arising under that certain Guaranty of Performance by XPOF Assetco, LLC dated March 14, 2025.

27. **Acknowledgments**. The 2nd paragraph under Recitals and Sections 18.1 and 18.4 of the Franchise Agreement are deleted in their entirety.

28. **Washington Law**. Notwithstanding the foregoing, the following paragraphs are added to the end of the Franchise Agreement:

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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

BFT FRANCHISE SPV, LLC,
a Delaware limited liability company

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

"FRANCHISEE"

[if an individual]

_____
[Name], individually

Sign: _____
Date: _____

[if a legal entity]

_____
[Name], a [state/type]

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

EXHIBIT I

LIST OF CURRENT FRANCHISEES

LIST OF OPEN FRANCHISEES AS OF DECEMBER 31, 2025

	Franchisee	Address	City	State	Zip Code	Phone
1.	Kevin Boesen	6330 N Campbell Ave, Ste 110	Tucson	Arizona	85718	(520) 307-0635
2.	Kevin Boesen	11015 N Oracle Road, Suite 101	Oro Valley	Arizona	85737	(520) 341-0779
3.	Schaefer, Chris; Mazzella, Matt	1245 W Elliot Rd, Suite 107	Tempe	Arizona	85284	(480) 771-2340
4.	Duffey and Campbell	3025 W Dove Valley Rd, Suite 200	Phoenix	Arizona	85085	(612) 220-0543
5.	Takla, Fady "Max"*	11726 San Vicente Blvd., Suite 150	Los Angeles	California	90049	(213) 596-2680
6.	Runyu "Ryan" Liu; Xin "Emily" Zhang*	799 E El Camino Real, Suite 100	Sunnyvale	California	94087	(217) 898-4569
7.	Rishi Kamlani; Vivek Kamlani; Varun Kamlani; Priyanka Kamlani*	7566 W. Sunset Boulevard, Suite G	Los Angeles	California	90046	(820) 758-9694
8.	Scott Defoe*	16360 East Pacific Coast Highway, Suite 130	Huntington Beach	California	92649	(714) 586-5365
9.	Jane Breetzke*	325 Montgomery Street	San Ramon	California	94583	(925) 658-5770
10.	Jamie Carpi	761 E Blithedale Ave.	Mill Valley	California	94941	(415) 968-6982
11.	Molinero, Gary; Molinero, Leanne	2100 Kettner Blvd	San Diego	California	92101	(619) 633-2154
12.	Okoro, Anthony; Falokun, Yemi	1500 El Paseo de Saratoga	San Jose	California	95130	(408) 333-9653
13.	LaKeisha Marsh	234 S Pacific Coast Highway Suite 104	Redondo Beach	California	90277	(424) 452-2328
14.	Christian Dias	11130 E. Ocean Air Drive, Suite 102	San Diego	California	92130	(858) 355-9232
15.	Arjun and Rakhi Jagadish	260 W Birch Blvd., Suite D-10	Brea	California	92821	(714) 831-0067
16.	Takla, Fady "Max"*	34137 Pacific Coast Hwy, Unit A	Dana Point	California	92629	(949) 795-1212
17.	Takla, Fady "Max"*	17675 Harvard Ave, Unit B	Irvine	California	92614	(949) 795-1212
18.	Cestaro, Chris	5151 Broadway	Oakland	California	94611	(510) 735-0010
19.	Howell, Megan; Sica, Tracey	9370 South Colorado Blvd., Unit A-14	Highlands Ranch	Colorado	80126	(720) 828-8060
20.	Blanco, Gama&Anne-Line;Wilkerson, Mark	403 Post Road East	Westport	Connecticut	06880	(203) 635-5351
21.	Green, Matthew and Amanda	10620 US Highway 1 N #303-304	Ponte Vedra	Florida	32081	(904) 747-2311
22.	Johnston, Susan; Johnston, Steve*	500 N. Andrews Ave. Suite 100	Fort Lauderdale	Florida	33301	(954) 261-8447
23.	Perez, Alberto	1145 Woodstock Road, Ste 600	Roswell	Georgia	30075	(770) 759-0880

	Franchisee	Address	City	State	Zip Code	Phone
24.	Cole Raven	1000 Auahi St., Space I-103	Honolulu	Hawaii	96814	(808) 460-6020
25.	Andrew Jay Sutton*	15955 Spring Mill Depot Dr. Suite 103	Westfield	Indiana	46074	(317) 418-1448
26.	Stephen Summerlin; Wendy Summerlin	6285 W. 135th St	Overland Park	Kansas	66223	(913) 391-7110
27.	Patrick Murphy; Kerry Peterson; Bethany Gerry*	250 Franklin Village Drive, Unit 26	Franklin	Massachusetts	02038	(508) 380-3565
28.	Heinrich, Jeff	1701 Pine Lake Road, Suite 3	Lincoln	Nebraska	68512	(402) 817-4286
29.	Wilson, Gary; Montanez, Mike; Judge, Inderdeep; Sapone, Boris	4360 Blue Diamond Road, Suite 101	Las Vegas	Nevada	89139	(702) 420-2381
30.	Howard Mangaroo	469 Bloomfield Avenue	Montclair	New Jersey	07042	(973) 435-8844
31.	Howard Mangaroo	770 Jackson Street	Hoboken	New Jersey	07030	(551) 350-1770
32.	Marcelo Roschel; Adam Jason	14 Seaboard Ave, Suite B105	Raleigh	North Carolina	27604	(919) 268-3890
33.	Rossi, Paul; Miquelon, Wade*	16400 Detroit Ave	Lakewood	Ohio	44107	(216) 238-9433
34.	Ashley Awada; Hussein Awada*	9832 Brewster Ln Suite C6	Powell	Ohio	43056	(614) 689-0222
35.	Wilkerson, Mark	205 Franklin Rd, Suite 150	Brentwood	Tennessee	90049	(213) 596-2680
36.	Arce, Carlos; Arce, Laury	2727 Main St, Suite 630	Frisco	Texas	75036	(214) 427-8787
37.	Terry Le	20222 Champion Forest, Suite 200	Spring	Texas	77379	(832) 482-9414
38.	Sanchez, Rob	208 W. FM 544, Suite 102	Murphy	Texas	75098	(469) 298-0398
39.	Torres, Ramon*	3801 S Congress Suites 112-114	Austin	Texas	78704	(512) 368-8418
40.	Hunter Glass	2608 Perseverance Drive	Austin	Texas	78731	(512) 831-7153
41.	Endo, Rod; Canivel, Wesley; Walker, Wendi*	3515 West Dallas, Suite 900	Houston	Texas	77019	(713) 984-4909
42.	Faglie, David*	1900 Lake Woodlands Dr Suite 700,	The Woodlands	Texas	77380	(832) 523-0382
43.	Vannoy, Nate; Johnson, Katie; Johnson, David	3517 Ellwood Ave	Richmond	Virginia	23221	(804) 836-1331
44.	Katariya, Pavan	1800 Chain Bridge Road, Suite 202	McLean	Virginia	22102	(703) 273-6610

* Franchisees that have signed area development agreements (which we now refer to as Multi-Unit Agreements)

FRANCHISEES THAT HAVE SIGNED FRANCHISE AGREEMENTS BUT ARE NOT YET OPEN AS OF DECEMBER 31, 2025

	Franchisee	City	State	Phone
1.	Todd Brown*	Phoenix	Arizona	(480) 399-2600
2.	Garhet Wright	Gilbert	Arizona	(480) 689-1455
3.	Punit Parasher; Shruti Parasher	Scottsdale	Arizona	(602) 421-3838
4.	Kevin Boesen	Tucson	Arizona	(520) 307-0635
5.	Tom Lundstrum; Jacob Lively; Mary Lively	NW Arkansas	Arkansas	(903) 278-5822
6.	Tom Lundstrum; Jacob Lively; Mary Lively	NW Arkansas	Arkansas	(903) 278-5822
7.	Halaevalu (Valu) Ball	Fremont	California	(650) 315-6862
8.	Marc Medrano*	Pleasant Hill	California	(512) 560-4899
9.	Murtaza Nemat Ali*	San Francisco	California	(646) 675-4809
10.	Parag Hardas; Nitesh Dhingra*	Menlo Park	California	(803) 727-5915
11.	Takla, Fady "Max"*	Orange County	California	(818) 797-8248
12.	Takla, Fady "Max"*	Orange County	California	(818) 797-8248
13.	Takla, Fady "Max"*	Orange County	California	(818) 797-8248
14.	Takla, Fady "Max"*	Orange County	California	(818) 797-8248
15.	Takla, Fady "Max"*	Orange County	California	(818) 797-8248
16.	Brian Uhlmer*	Erie	Colorado	(832) 738-7377
17.	Fell, Jeff and Tori and Todd Terzulli	Denver	Colorado	(720) 253-5923
18.	Green, Matthew and Amanda	Jacksonville	Florida	(786) 472-0228
19.	Andrew Menard	Sarasota	Florida	(941) 350-2871
20.	Johnston, Susan*	Ft. Lauderdale	Florida	(786) 877-6227
21.	Braz, Ilya*	Miami	Florida	(212) 721-3752
22.	Braz, Ilya*	Miami	Florida	(212) 721-3752
23.	Elizabeth Niederwerder; Jason Niederwerder*	Olathe	Kansas	(937) 903-1071
24.	Jon Odle	Kansas City	Missouri	(573) 424-4746
25.	Marileana Garcia*	Chesterfield	Missouri	(787) 464-6609
26.	Jocelyn Petrini; Brad Petrini	Bozeman	Montana	(805) 448-2207
27.	Grant, Trace	Las Vegas	Nevada	(702) 234-6179
28.	Jorge Delgado; Shacara Delgado*	Hanover	New Jersey	(973) 615-0584
29.	Arce, Carlos; Arce, Laury	Fort Worth	Texas	(214) 460-5424
30.	Allen Lyon; Danielle Lyon	Rockwall	Texas	(240) 925-8298
31.	Cory Gilbert; Ana Victoria "Via" Gilbert	Missouri City	Texas	(406) 381-1865
32.	Gene Thomas Waguespack; Angelica Ortiz*	Houston	Texas	(832) 264-8197
33.	Arce, Carlos; Arce, Laury	Little Elm	Texas	(214) 460-5424
34.	Sica, Vincent; Sica, Tracey*	Dallas	Texas	(512) 949-9701

* Franchisees that have signed area development agreements (which we now refer to as Multi-Unit Agreements)

EXHIBIT J

LIST OF FRANCHISEES THAT LEFT THE SYSTEM

LIST OF FRANCHISEES THAT LEFT THE SYSTEM OR NOT COMMUNICATED

	Franchisee	City	State	Phone	
1.	Jacob Gise	Santa Monica	California	(770) 910-4474	Termination
2.	Mark Gonzalez; Samantha Gonzalez*	San Marcos	California	(714) 227-0156	Ceased Operations
3.	Cestaro, Chris	San Francisco	California	(415) 361-2967	Termination
4.	Jamie Carpi	San Francisco	California	(415) 265-7174	Termination
5.	Jamie Carpi	San Francisco	California	(415) 265-7174	Termination
6.	Molinero, Gary; Molinero, Leanne	San Diego	California	(808) 940-7411	Termination
7.	Molinero, Gary; Molinero, Leanne	San Diego	California	(808) 940-7411	Termination
8.	Anthony Okoro	San Jose	California	(408) 398-6221	Termination
9.	Anthony Okoro	San Jose	California	(408) 398-6221	Termination
10.	LaKeisha Marsh	Los Angeles	California	(773) 654-0955	Termination
11.	LaKeisha Marsh	Los Angeles	California	(773) 654-0955	Termination
12.	Christian Dias	San Diego	California	(858) 539-5157	Termination
13.	Christian Dias	San Diego	California	(858) 539-5157	Termination
14.	Arjun and Rakhi Jagadish	Orange	California	(562) 822-5759	Termination
15.	Arjun and Rakhi Jagadish	Orange	California	(562) 822-5759	Termination
16.	Mardigian, Shant	Los Angeles	California	(818) 489-5299	Termination
17.	Cestaro, Chris	San Francisco	California	(415) 361-2967	Termination
18.	Cestaro, Chris	San Francisco	California	(415) 361-2967	Termination
19.	Palaninthan, Divagar; Shanmugam, Devika	Highlands Ranch	Colorado	(720) 409-8308	Transfer
20.	Ron Schneider	Denver	Colorado	(720) 560-7101	Termination
21.	Ron Schneider	Denver	Colorado	(720) 560-7101	Termination
22.	Ron Schneider	Arvada	Colorado	(720) 560-7101	Termination
23.	Palaninthan, Divagar; Shanmugam, Devika	Denver	Colorado	(720) 409-8308	Termination
24.	Palaninthan, Divagar; Shanmugam, Devika	Denver	Colorado	(720) 409-8308	Termination
25.	Palaninthan, Divagar; Shanmugam, Devika	Denver	Colorado	(720) 409-8308	Termination
26.	Palaninthan, Divagar; Shanmugam, Devika	Denver	Colorado	(720) 409-8308	Termination
27.	Palaninthan, Divagar; Shanmugam, Devika	Denver	Colorado	(720) 409-8308	Termination
28.	Weisenfluh, Daniel; Weisenfluh, Zandra	Couer d Alene	Colorado	(805) 421-8526	Termination
29.	Blanco, Gama&Anne-Line;Wilkerson, Mark	Fairfield County, CT	Connecticut	(203) 727-7026	Termination
30.	Blanco, Gama&Anne-Line;Wilkerson, Mark	Fairfield County, CT	Connecticut	(203) 727-7026	Termination

	Franchisee	City	State	Phone	
31.	Allan Weber	Tampa	Florida	(267) 885-4806	Ceased Operations
32.	Brian Sheridan	Boca Raton	Florida	(989) 225-6384	Termination
33.	Brian Sheridan	Boca Raton	Florida	(989) 225-6384	Termination
34.	Jimmy Dykes	Cumming	Georgia	(678) 524-8277	Ceased Operations
35.	Long, Jennifer	Atlanta	Georgia	(770) 519-8384	Termination
36.	Long, Jennifer	Atlanta	Georgia	(770) 519-8384	Termination
37.	Long, Jennifer	Atlanta	Georgia	(770) 519-8384	Termination
38.	Long, Jennifer	Atlanta	Georgia	(770) 519-8384	Termination
39.	Perez, Alberto	Atlanta	Georgia	(518) 384-4815	Termination
40.	Perez, Alberto	Atlanta	Georgia	(518) 384-4815	Termination
41.	Carlos Zamorano; Nicole Zamorano	Park Ridge	Illinois	(815) 687-6712	Ceased Operations
42.	Keith Marfione	Boston	Massachusetts	(719) 235-2485	Termination
43.	Keith Marfione	Boston	Massachusetts	(719) 235-2485	Termination
44.	Keith Marfione	Boston	Massachusetts	(719) 235-2485	Termination
45.	Tikaare, Aruna and Sivakollundu, Siva	Framingham	Massachusetts	(508) 614-5151	Termination
46.	Celik-Lynch, Nihal	Cambridge	Massachusetts	(617) 990-4668	Termination
47.	Ward, Mark	Boston	Massachusetts	(917) 816-4811	Termination
48.	Ward, Mark	Boston	Massachusetts	(917) 816-4811	Termination
49.	Ward, Mark	Boston	Massachusetts	(917) 816-4811	Termination
50.	David Unger; Courtney Unger	Maple Grove	Minnesota	(612) 845-7800	Ceased Operations
51.	Heinrich, Jeff	Lincoln	Nebraska	(402) 525-5757	Termination
52.	Heinrich, Jeff	Lincoln	Nebraska	(402) 525-5757	Termination
53.	Heinrich, Jeff	Lincoln	Nebraska	(402) 525-5757	Termination
54.	Heinrich, Jeff	Omaha	Nebraska	(402) 525-5757	Termination
55.	Michelle Goode; Randall Goode*	Reno	Nevada	(775) 400-6024	Ceased Operations
56.	Gary, Wilson; Mike, Montanez	Las Vegas	Nevada	(702) 808-0700	Termination
57.	Gary, Wilson; Mike, Montanez	Las Vegas	Nevada	(702) 808-0700	Termination
58.	Gary, Wilson; Mike, Montanez	Las Vegas	Nevada	(702) 808-0700	Termination
59.	David Smith; Michelle Smith	Central NJ	New Jersey	(732) 580-9213	Termination
60.	David Smith; Michelle Smith	Central NJ	New Jersey	(732) 580-9213	Termination
61.	David Smith; Michelle Smith	Ocean Township	New Jersey	(732) 580-9213	Termination
62.	Wolk, David	Huntington Station	New York	(914) 260-7489	Ceased Operations
63.	Ifeanyi Emeka; Ijeoma Emeka	Charlotte	North Carolina	(516) 414-4467	Ceased Operations
64.	Cheryl Parrish; Brian Parrish	Charlotte	North Carolina	(704) 651-5021	Termination
65.	Cheryl Parrish; Brian Parrish	Charlotte	North Carolina	(704) 651-5021	Termination
66.	Cheryl Parrish; Brian Parrish	Charlotte	North Carolina	(704) 651-5021	Termination

	Franchisee	City	State	Phone	
67.	Tammy Taylor	Raleigh	North Carolina	(609) 313-4296	Termination
68.	Tammy Taylor	Raleigh	North Carolina	(609) 313-4296	Termination
69.	Tammy Taylor	Apex	North Carolina	(609) 313-4296	Termination
70.	Wilkerson, Mark	Nashville	Tennessee	(203) 727-7026	Termination
71.	Wilkerson, Mark	Nashville	Tennessee	(203) 727-7026	Termination
72.	Walden, Clay;Scearce, Chad	The Woodlands	Texas	(404) 944-5156	Transfer
73.	Werner, Eric	Flower Mound	Texas	(214) 929-7827	Termination
74.	Allen Lyon; Danielle Lyon	Arlington	Texas	(240) 925-8298	Ceased Operations
75.	Sica, Vincent; Sica, Tracey*	McKinney	Texas	(512) 949-9701	Ceased Operations
76.	Kasie Spearman; Matt Spearman	Ft. Worth	Texas	(253) 970-9788	Termination
77.	Kasie Spearman; Matt Spearman	Ft. Worth	Texas	(253) 970-9788	Termination
78.	Chris Rector	Dallas	Texas	(848) 225-4931	Termination
79.	Chris Rector	Dallas	Texas	(848) 225-4931	Termination
80.	Chris Rector	Colleyville	Texas	(848) 225-4931	Termination
81.	Werner, Eric	Dallas	Texas	(214) 929-7827	Termination
82.	Werner, Eric	Dallas	Texas	(214) 929-7827	Termination
83.	Shera Penner; Mark Coyle	Sandy	Utah	(385) 302-8802	Ceased Operations
84.	Rachael Flores	Arlington	Virginia	(510) 301-8818	Termination
85.	Rachael Flores	Arlington	Virginia	(510) 301-8818	Termination
86.	Nate Vannoy	Richmond	Virginia	(423) 366-7182	Termination
87.	Nate Vannoy	Richmond	Virginia	(423) 366-7182	Termination
88.	Katariya, Pavan	Fairfax	Virginia	(410) 736-3540	Termination
89.	Katariya, Pavan	Fairfax	Virginia	(410) 736-3540	Termination
90.	Nickle, Mike	Northern VA	Virginia	(303) 419-7452	Termination
91.	Nickle, Mike	Leesburg	Virginia	(303) 419-7452	Termination
92.	Nickle, Mike	Reston	Virginia	(303) 419-7452	Termination
93.	Sheetal Guttigoli	Seattle	Washington	(425) 829-8733	Termination
94.	Sheetal Guttigoli	Seattle	Washington	(425) 829-8733	Termination
95.	Sheetal Guttigoli	Seattle	Washington	(425) 829-8733	Termination

* Franchisees that were party to area development agreements (which we now refer to as Multi-Unit Agreements)

EXHIBIT K

FORM OF MULTI-UNIT AGREEMENT

BFT FRANCHISE SPV, LLC

MULTI-UNIT FRANCHISE AGREEMENT

DEVELOPER

_____

_____

DATE OF AGREEMENT

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BFT FRANCHISE SPV, LLC
MULTI-UNIT AGREEMENT

This Multi-Unit Agreement (this "Agreement") is made effective as of the Effective Date by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("Franchisor"), and the person or entity identified as the "Developer" in the signature blocks below ("Developer," and together with Franchisor, the "Parties"). The Effective Date is the date Franchisor signs this Agreement as shown beneath its signature hereto.

RECITALS:

WHEREAS, Franchisor owns, administers and grants franchises for a system of fitness studios (the "Studios") that are currently identified by and use the trademark "BFT" and other related trademarks and service marks designated from time to time by Franchisor (the "Marks"), that reflect distinctive interior design and display procedures, and color scheme and décor (the "Trade Dress"), and that use certain of Franchisor's certain intellectual property including trade secrets, copyrights, confidential and proprietary information, and designated training and exercise methods and know-how, fitness equipment, furniture and fixtures, marketing, advertising and sales promotions, cost controls, accounting and reporting procedures, and personnel management systems (together with the Marks and Trade Dress, the "System"). Studios offer specialized instruction and related services that Franchisor authorizes from time to time and offer and sell certain merchandise and other products Franchisor authorizes for sale from time to time.

WHEREAS, based on Developer's own investigation and diligence, Developer has requested that Franchisor grant Developer the right to acquire multiple franchises (each a "Franchise") for the development and operation of Studios (the "Development Rights") in a defined geographic area (the "Development Area") pursuant to an agreed upon schedule (the "Development Schedule") set forth in this Agreement and, to support Developer's request, Developer and, if applicable, its owners have provided Franchisor with certain information about its and their background, experience, skills, financial condition and resources (collectively, the "Application Materials"). In reliance on, among other things, the Application Materials, Franchisor is willing to grant Developer the Development Rights on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of and reliance on the foregoing Recitals (which are incorporated herein by reference), the agreements described below, and other valuable consideration, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. OWNERSHIP; PRINCIPALS

If Developer is not a natural person (a "Business Entity"), Developer agrees, represents and warrants to Franchisor that: (1) it was validly formed and will maintain, throughout the Term (defined in Section 2.A below), its existence and good standing under the laws of the state of its formation and qualified to do business in the jurisdictions covered by the Development Area; (2) Exhibit A to this Agreement describes all of Developer's owners and their interests in Developer as of the Effective Date; (3) each of Developer's owners that has at least 10% direct or indirect ownership interest in Developer, and their spouse, will sign and deliver to Franchisor its then-standard form of Guarantee, Indemnification, and Acknowledgment (the "Guarantee"), the current form of which is attached as Exhibit B hereto; (4) the only business Developer will own or operate during the Term will be the exercise of the rights granted to it under this Agreement and any other agreement between it and Franchisor or its successors and assigns; and (5) at

Franchisor's request, Developer will furnish Franchisor true and correct copies of all documents regarding Developer's formation, existence, standing, and governance.

2. GRANT OF DEVELOPMENT RIGHTS

A. **Grant and Term.** Franchisor grants Developer the Development Rights, which must be exercised in strict compliance with this Agreement. The Development Rights may be exercised from the Effective Date and, unless sooner terminated as provided herein, continuing through the earlier of (1) the date on which the last Studio, which is required to have conducted its Soft Opening (as defined in Section 2.C below) in order to satisfy the Development Schedule, conducts its Soft Opening pursuant to an executed Franchise Agreement, or (2) the last day of the last Development Period (defined in Section 2.C) (collectively, the "Term"). Developer accepts the grant of the Development Rights and agrees to, at all times, faithfully, honestly, and diligently perform its obligations under this Agreement and fully exploit the Development Rights during the Term and throughout the entire Development Area. Developer may not subcontract or delegate to any third parties any of its rights or obligations under this Agreement.

B. **Development Area; Reservation Of Rights**. The Development Rights may only be exercised for Studios to be located in the Development Area identified on Exhibit A hereto. As long as Developer is in compliance with this Agreement and except with respect to Non-Traditional Locations (defined below), Franchisor will not, during the Term, (1) operate, or grant the right to anyone else to operate, a Studio within the Development Area, or (2) grant Development Rights to anyone else to develop Studios within the Development Area. A "Non-Traditional Location" is (a) any location that is situated within or as part of a larger venue or facility and, as a result, is likely to draw the predominance of its customers from those persons who are using or attending events in the larger venue or facility (for example, "big box" gyms and/or fitness facilities, cruise ships, military bases, shopping malls, airports, sports facilities and stadiums, industrial or office complexes, hotels, train stations and other transportation facilities, travel plazas, casinos, hospitals, theme parks, convention centers, colleges/universities, multi-unit residential properties, and other similar captive market locations**)**.

For the avoidance of doubt, Franchisor reserves for itself and its affiliates all rights not expressly granted to Developer in this Agreement and the right to do all things that Franchisor does not expressly agree in this Agreement not to do, in each case, without regard to proximity to the Development Area and without any compensation to Developer, and on such terms and conditions as Franchisor deems appropriate. Without limitation, Franchisor and its affiliates may, themselves or through authorized third parties (and Developer is not granted the right to): (a) open and operate, and license third parties the right to open or operate, Studios utilizing the Marks and System outside the Development Area; (b) market, offer and sell products and services similar to those offered by Studios (such as private label products that Franchisor may develop and training programs) under a different trademark or trademarks at any location, both within or outside the Development Area; (c) use the Marks and other aspects of the System, as well as any other marks Franchisor may designate, to distribute products and services through alternate channels of distribution, including without limitation, via the Internet and other e-commerce channels, catalog sales, direct mail or wholesale, anywhere either within or outside the Development Area; (d) acquire, or be acquired by, or merge with, any company, including a company operating or licensing one or more businesses offering products or services similar to those offered by any Studio located within or outside the Development Area, and subsequently operate (or license a third-party the right to operate) these businesses and allow them to incorporate certain elements of the System (excluding the Marks and Trade Dress) regardless of location; (e) develop or become associated with and engage in other businesses, including other fitness concepts and systems, and/or award franchises under such other concepts for locations anywhere, including inside and outside of the Development Area; (f) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited by this

Agreement; and (g) open and operate, or license third parties the right to open or operate, Studios at Non-Traditional Locations both within and outside the Development Area.

C. **Development Schedule**. The Development Schedule is set forth on Exhibit A hereto. Each period described in the Development Schedule is a "Development Period." Developer (or its approved affiliate) must conduct its Soft Opening and operate Studios in the Development Area, each pursuant to a written franchise agreement and related agreements signed by Franchisor and a franchisee (each a "Franchise Agreement"), as necessary to satisfy the requirements of each Development Period, but Developer shall not be required to open, in total, more than the cumulative number of Studios shown for the last Development Period. To determine whether a Studio has conducted its Soft Opening for purposes of the Development Schedule, "Soft Opening" means that the respective Studio's doors are open to the general public for participating in regular classes in the physical premises of the Studio. The Development Schedule is not a representation (express or implied) by Franchisor that the Development Area can support, or that there are or will be sufficient sites for, the number of Studios specified in the Development Schedule or during any particular Development Period. Franchisor is relying on Developer's knowledge and expertise of the Development Area and Developer's representation that it has conducted its own independent investigation and has determined that it can satisfy the development obligations under each Development Period of the Development Schedule.

Notwithstanding anything contained in this Section, Franchisor will provide Developer with a one-time reasonable extension of time not to exceed 90 days to comply with its development obligations in any one of the Development Period as set forth in the Development Schedule (see Exhibit A), provided: (i) Developer has already executed a lease for, or otherwise obtained, a Site (defined in Section 2.D below) that Franchisor approves for any Studio(s) it is required to conduct its Soft Opening and operate during that Development Period; and (ii) Developer notifies Franchisor of its need for such an extension no less than 30 days prior to expiration of that Development Period. The Parties agree and acknowledge that Franchisor's grant of this one-time extension under this Section will not extend, modify or otherwise affect the expiration of any of Developer's subsequent Development Periods or subsequent development obligations.

D. **Locating Sites for Studios**. Despite any assistance Franchisor may provide, Developer is entirely responsible to locate and present to Franchisor proposed sites for Studios in the Development Area as necessary to comply with the Development Schedule (each a "Site"). Developer agrees to give Franchisor all information and materials it requests to assess each proposed Site as well as Developer's and its proposed affiliate's financial and operational ability to develop and operate a Studio at the proposed Site. Franchisor has the absolute right to reject any site or any affiliate (a) that does not meet Franchisor's criteria or (b) if Developer or its affiliates are not then in compliance with any existing Franchise Agreements executed pursuant to this Agreement or operating its or their Studios in compliance with the mandatory specifications, standards, operating procedures and rules that Franchisor periodically prescribes for operating Studios. Franchisor agrees to use its reasonable efforts to review and evaluate the proposed Sites within 30 days after it receives all requested information and materials. If Franchisor accepts a proposed Site, Developer (or its approved affiliate) must timely sign a separate Franchise Agreement for the Site as described in Section 2.E below.

E. **Execution of Franchise Agreements**. Simultaneously with the execution of this Agreement, Developer (or its approved affiliate) must sign and deliver to Franchisor a Franchise Agreement and related documents representing the first Franchise that Developer is obligated to acquire under this Agreement. Developer (or its approved affiliate) must thereafter conduct its Soft Opening and operate a Studio according to the terms of that Franchise Agreement. Thereafter, once Franchisor has accepted a Site, and prior to signing a lease or otherwise securing possession of the Site, Developer (or its approved affiliate) must sign Franchisor's then-current form of Franchise Agreement (including, without limitation,

all exhibits and attachments thereto) and related documents, the terms of which may differ substantially from the terms contained in the form of Franchise Agreement that Franchisor is using to grant Franchises on the Effective Date; provided, however, the Initial Franchise Fee that will be owed under each subsequent Franchise Agreement will be same amount as provided herein, unless reduced by Franchisor at its discretion. Each Franchise Agreement will govern the development and operation of the Studio at the accepted Site identified therein. Franchisor may refuse to issue and enter into a Franchise Agreement if (a) in its sole discretion, it has not approved Developer's proposed affiliate, (b) Developer has not established to Franchisor's satisfaction that it has the operational and financial capacity to develop and operate the proposed Studio, (c) Developer and its affiliates are not then in compliance with any agreements to which they are a party with Franchisor or its affiliates, (d) Developer or its affiliates have failed to pay any amounts owed to Franchisor or its affiliates during the preceding 12 months, or (e) Developer or its approved affiliates and their respective owners fail to sign and return to Franchisor the Franchise Agreement and all ancillary agreements and required fees within 15 days following Franchisor's delivery of the execution of copy of the Franchise Agreement to Developer or its approved affiliate.

Expiration or termination of this Agreement does not impact the continued existence of any Franchise Agreements that are, as of such time, already fully executed unless, in the case of termination, the grounds for termination are also bases for termination under the Franchise Agreements and such Franchise Agreements are expressly terminated.

3. STUDIO CLOSINGS

If, with Franchisor's permission, Developer (or its approved affiliate) permanently closes any of its Studios, the closed Studio will count toward satisfaction of the Development Schedule only if (a) as of the end of the Development Period in which the Studio closes, Developer and its affiliates are otherwise in compliance with this Agreement, all Franchise Agreements executed pursuant to this Agreement, and all other agreements with Franchisor or its affiliates, and (b) within nine (9) months after Franchisor grants its permission for the closed Studio to close, Developer (or its approved affiliate) develops and commences operation of a replacement Studio in compliance with an applicable Franchise Agreement. If, during the Term, Developer transfers a Studio in accordance with the transferred Studio's Franchise Agreement, the transferred Studio shall continue to be counted in determining Developer's compliance with the Development Schedule so long as it continues to be operated as a Studio. If, at any time, the transferred Studio ceases to be operated as a Studio, it will not count toward satisfaction of the Development Schedule.

4. DEVELOPMENT FEE

Concurrently with the execution of this Agreement, Developer must pay to Franchisor a nonrecurring and non-refundable development fee equal to the amount shown on Exhibit A hereto (the "Development Fee"). The Development Fee is deemed fully earned by Franchisor upon execution of this Agreement in consideration of lost development opportunities and is nonrefundable under any circumstances. Franchisor will credit the Development Fee, in $10,000 increments, toward payment of the Initial Franchise Fee due under the second and each subsequent Franchise Agreement signed pursuant to this Agreement, until the aggregate amount of these credits equals the Development Fee.

5. NO LICENSE TO THE MARKS

Notwithstanding any provision to the contrary under this Agreement, this Agreement does not grant Developer (or any of its affiliates) any right to use the Marks. The right to use the Marks is granted only under Franchise Agreements. Developer (and its affiliates) may not use any Mark as part of any corporate or trade name or as its (or their) primary business name or with any prefix, suffix or other modifying words, terms, designs, symbols or in any modified forms.

6. COVENANTS REGARDING COMPETITIVE ACTIVITIES

A. **Noncompetition Restrictions**. Developer acknowledges that, under each Franchise Agreement executed pursuant to this Agreement, the Restricted Parties (as defined in the Franchise Agreements) are subject to certain restrictions and covenants regarding activities which are deemed competitive with those of Franchisor, including restrictions regarding Competing Businesses, as that term is defined in the Franchise Agreement (the "Noncompetition Restrictions"). Developer acknowledges and agrees that it and its owners are subject to, and will comply with, all of the Noncompetition Restrictions described in the Franchise Agreements, each of which is adopted herein as though copied in its entirety. Developer further agrees that, in addition to any obligations with respect to Noncompetition Restrictions under the Franchise Agreements, for two (2) years after the expiration or sooner termination of this Agreement, or if applicable, after Developer or an owner of Developer has assigned its interest in this Agreement or in Developer (as applicable), the Restricted Parties or the transferring owner (as applicable) shall not own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, provide services to, or have any interest in or involvement with, any other Competing Business: (a) within the Development Area; (b) within 10 miles outside the boundaries of the Development Area, or (c) within a 10-mile radius of any Studio that is open, under lease or otherwise under development as of the date this Agreement expires or is terminated or, if applicable, as to a transferring owner, the date of such transfer.

B. **Enforcement of Covenants**. Developer agrees that: (a) the restrictions contained and described in this Article 6 are reasonable and necessary to protect the legitimate interests of the System and Franchisor, (b) the existence of any claims it may have against Franchisor, whether or not arising out of this Agreement, shall not constitute a defense to the enforcement of the covenants in this Article 6, and (c) Developer's or any Restricted Party's violation of the terms of this Article 6 will cause irreparable injury to Franchisor for which no adequate remedy at law is available and that Franchisor shall be entitled, without bond (which requirement is hereby waived), to preliminary and permanent injunctive relief and damages, as well as an equitable accounting of all earnings, profits, and other benefits arising from such violation, which remedies shall be cumulative and in addition to any other rights or remedies to which Franchisor shall be entitled. Developer shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Franchisor in connection with the enforcement of this Article 6. If Developer or a Restricted Party violates any post-term or post-transfer restriction described in this Article 6, the restrictions contained herein shall remain in effect until two (2) years after Developer or such Restricted Party begins to comply with those restrictions. If Developer contests the enforcement of this Article 6 and enforcement is delayed pending litigation, and if Franchisor prevails, the period of non-competition shall be extended for an additional period equal to the period of time that enforcement of this Article 6 is delayed. Courts are authorized and directed to reduce the scope or duration (or both) of the provision(s) in issue solely to the extent necessary to render it enforceable and/or reasonable and to enforce the provision so revised. Franchisor may, in its discretion and upon written notice, reduce the scope of any covenant not to compete, or any portion thereof, without Developer's consent.

7. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

A. **Independent Contractor**. The only relationship between Franchisor and Developer created by this Agreement is that of independent contractor. The business conducted by Developer is completely separate and apart from any business that may be operated by Franchisor and nothing in this Agreement shall create a fiduciary relationship between them or constitute either Party as agent, legal representative, subsidiary, joint venturer, partner, employee, servant or fiduciary of the other Party for any purpose whatsoever. Developer is not an affiliate of Franchisor, and neither Party shall have authority to act for the other in any manner to create any obligations or indebtedness that would be binding upon the other Party. Neither Party shall be in any way responsible for any acts and/or omissions of the other, its

agents, servants or employees and no representation to anyone will be made by either Party that would create an implied or apparent agency or other similar relationship by and between the Parties.

B. **Indemnification**. Developer agrees to indemnify, defend and hold Franchisor, its owners, affiliates, successors and assigns, and the directors, officers, owners, managers, employees, servants, and agents of each (collectively, the "Indemnitees"), harmless from and against any and all losses, damage, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto (including reasonable attorneys' fees and court costs), that are brought against any of the Indemnitees that arise out of or are otherwise related to Developer's or an Indemnitee's (a) breach or attempted breach of, or misrepresentation under, this Agreement or in connection with the exercise of the Development Rights in any manner other than as authorized herein; (b) ownership, construction, development, management, or operation of any Studios that Developer or its affiliates own, including, without limitation, Developer's or an Indemnitee's employment practices; (c) gross negligence or intentional misconduct; and/or (d) alleging Developer's or its representatives' violation of Applicable Laws as set forth in Section 13.D below. Notwithstanding the foregoing, any Indemnitee may choose to engage counsel and defend against any such claim and may require immediate reimbursement from the Developer of all expenses and fees incurred in connection with such defense. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. Indemnitees need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Developer under this Section. Any Indemnitee's failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that person may recover from Developer under this Section.

8. TERMINATION

A. **Termination of Franchise by Franchisor**. Franchisor may terminate this Agreement for any of the following reasons:

(1) *Termination Without Cure Opportunity*. Franchisor may terminate this Agreement and all rights granted hereunder, without affording Developer any opportunity to cure, effective immediately upon delivery of written notice, if:

(a) Developer has made any material misrepresentation or omission in the Application Materials or otherwise in connection with applying for the Development Rights or in acquiring the rights granted under any other agreement between Developer or its affiliates and Franchisor or any of Franchisor's affiliates;

(b) Developer experiences any of the following events: (i) it admits its inability, or is unable, to pay its debts as they become due or perform its obligations under this Agreement, (ii) it makes an assignment for the benefit of creditors, (iii) it files a petition in bankruptcy, or an involuntary petition in bankruptcy is filed against it, (iv) a receiver is appointed for its business, (v) a final judgment against it remains unsatisfied or of record for at least 30 days, or (vi) it is dissolved or liquidated;

(c) Developer fails to satisfy any requirement under the Development Schedule;

(d) Developer or any of its principal officers, directors, partners, managing members or owners who have signed a Guarantee is convicted of or pleads no contest to a felony or other crime or offense that, in Franchisor's reasonable opinion, adversely affects the reputation of the System or the goodwill associated with the Marks;

(e) Developer falsifies any financial reports, records, or other information required to be provided by Developer to Franchisor under this Agreement;

(f) A Restricted Party fails to comply with the Noncompetition Restrictions set forth in Article 6 herein;

(g) Developer or its owners make an unauthorized direct or indirect Transfer or attempted or purported Transfer; or

(h) Developer commits or suffers a default of: (i) a provision of this Agreement within six (6) months following a previous violation of the same provision, or (ii) its obligations under this Agreement on three (3) or more separate occasions within any 12-consecutive-month period, in either case regardless of whether Franchisor notifies Developer of the defaults or the defaults are subsequently cured.

(2) *Termination with Cure Opportunity*. Franchisor may terminate this Agreement and all rights granted hereunder, effective immediately on delivery of written notice, if:

(a) Developer fails to obtain Franchisor's prior written approval or consent any time such approval or consent is required by this Agreement, fails to comply with any provision of this Agreement in respect of which Franchisor is not authorized, under Section 8.A(1) above, to terminate immediately, or fails to act in good faith in carrying out the terms of this Agreement and, in any case, does not correct such failure within 30 days after delivery of Franchisor's written notice of such failure; or

(b) Developer or its affiliates fail to pay when due any amount owing to Franchisor or its affiliates under this Agreement or any other agreement and does not correct such failure within 10 days after delivery of Franchisor's written notice.

B. **Cross-Default**. If there are now, or hereafter shall be, any other agreements in effect between Developer or any of its affiliates and Franchisor or any of its affiliates (including, without limitation, any Franchise Agreement), a default by Developer or any of its affiliates and/or owners under the terms and conditions of this Agreement or any other such agreement, shall at the option of Franchisor, constitute a default under this Agreement and all such other agreements.

C. **Obligations of Developer upon Termination or Expiration**. Immediately upon termination or expiration of this Agreement for any reason:

(1) All rights and privileges granted by Franchisor to Developer shall immediately cease and be null and void and of no further force and effect, and all such rights and privileges shall immediately revert to Franchisor; and

(2) Developer and the Restricted Parties shall comply with the Noncompetition Restrictions set forth in Article 6 of this Agreement and all other obligations that are triggered by or, either expressly or by their nature, are intended to survive the termination or expiration of this Agreement.

Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies, which Franchisor may have against Developer, whether under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination.

9. TRANSFER OF INTEREST

A. **By Franchisor**. Franchisor shall have the right, in its discretion, without the need for Developer's consent, to transfer, assign or delegate all or any part of its rights or obligations herein.

B. **By Developer and its Owners**. Developer's rights and duties under this Agreement are personal to Developer, and Franchisor has granted Developer the Development Rights in reliance upon Franchisor's assessment of Developer's (or its owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, Developer may not voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, pledge or encumber this Agreement (or any direct or indirect interest in this Agreement), the Development Rights, or any direct or indirect ownership interest in Developer (each a "Transfer"). Any purported Transfer not conducted in accordance with this Article 9 shall be null and void.

10. DEVELOPER'S RECORDS AND REPORTS

Developer must keep accurate records concerning all transactions and written communications between Franchisor and Developer relating to its activities under this Agreement. Franchisor's duly authorized representative has the right, following reasonable notice, at all reasonable hours of the day to examine all Developer's records with respect to the subject matter of this Agreement, and has full and free access to records for that purpose and for the purpose of making extracts. All records must be kept available for at least three (3) years after preparation. Developer must furnish to Franchisor monthly written reports regarding Developer's progress on its compliance with the Development Schedule and in satisfaction of its other obligations under this Agreement.

11. NOTICES AND PAYMENTS

All notices which the Parties hereto may be required or permitted to give under this Agreement must be in writing and must be delivered or mailed by certified or registered mail, return receipt requested, postage paid, or by reliable overnight delivery service. Notices sent to Franchisor must be delivered to the address shown in the opening paragraph of this Agreement, attention: Brand President. Notices sent to Developer must be delivered to the address shown on Exhibit A hereto, to the attention of the person indicated on Exhibit A. Either Party may change its notice address at any time by written notice given to the other Party as herein provided. Notices will be deemed delivered when actually delivered if delivered by hand, three (3) business days after postmark by the United States Postal Service if delivered by certified or registered mail, or the next business day after deposit with reliable overnight delivery service if delivered in that manner.

Notwithstanding the above, Franchisor may, at its sole discretion, provide notices required or permitted under this Agreement to Developer via electronic mail at Developer's designated email address provided on Exhibit A hereto. Notices sent via electronic mail will be deemed delivered one (1) business day after transmission.

12. RESOLUTION OF DISPUTES

A. **Governing Law**. Franchisor and Developer agree that all matters relating to arbitration will be governed by the substantive and procedural provisions of the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.), which they acknowledge and agree will supersede any conflicting provisions of any state's laws relating to arbitration. Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other applicable federal laws, this Agreement and any other agreement between Franchisor (or its parents, affiliates, and subsidiaries) and

Developer (or its parents, affiliates, and subsidiaries, if applicable), and the rights granted and relationships created thereunder, shall be governed by the internal laws of the State of California, without regard to its conflicts of laws rules, except that the provisions regarding competitive activities shall be interpreted and enforced in accordance with the laws of the state in which the Development Area is located. The Parties further acknowledge and agree that the adoption of California law in this Section is not intended to circumvent or, in any manner, satisfy any jurisdictional requirements contained in any such laws that are expressly and specifically directed to the offer or sale of franchises or the relationships between franchisors and franchisees.

B. **Internal Dispute Resolution**. The Parties each agree that, except as set forth in Section 12.E below, before it (or any of its parents, affiliates, or subsidiaries, or their respective owners, officers, directors, employees, or representatives) initiates an arbitration or litigation against the other Party (or any of the other Party's parents, affiliates, or subsidiaries, or their respective owners, officers, directors, employees or representatives), the Party initiating arbitration or litigation will provide the other Party with written notice of the underlying claim or dispute specifying, in detail, the precise nature and grounds of the claim or dispute. Within thirty (30) days after delivery of such claim or dispute, the Parties will use good faith efforts to discuss and resolve the claim or dispute informally for a reasonable period which shall be no more than sixty (60) days unless mutually extended by the Parties. The Parties must personally participate in the informal dispute resolution conference. The statute of limitations and any arbitration filing fee deadlines shall be tolled while the Parties engage in the internal dispute resolution process described in this Section.

C. **Mediation**. Except as provided in Section 12.E below, the Parties agree to submit any claim or dispute that they are unable to resolve informally, as described in Section 12.B above, to mediation to be conducted by JAMS using its then-current mediation rules and procedures (see www.jamsadr.com/mediation) and to take place at Franchisor's or, as applicable, Franchisor's successor's or assign's, then-current principal place of business (currently, Irvine, California), or via a videoconferencing platform, if both Parties agree. Each Party will bear its own costs in participating in the mediation, and Franchisor and Developer will share JAMS' and the mediator's fees and costs equally. Neither Party will be required to mediate for more than one (1) day.

D. **Mandatory Binding Arbitration**. If Franchisor waives the obligation to mediate (as described in Section 12.C) or the informal dispute processes described in Sections 12.B and 12.C do not resolve the claim or dispute to the Parties' satisfaction, all controversies, disputes, or claims between Franchisor, or any of its parents, affiliates, and subsidiaries, and its and their respective owners, officers, directors, agents, and employees (the "Franchisor Parties"), on the one hand, and Developer, or any of its parents, affiliates, and subsidiaries, and its and their respective owners, guarantors, officers, directors, agents, and employees (the "Developer Parties"), on the other hand, arising out of or related to: (1) this Agreement or any other agreement between any of the Franchisor Parties and Developer Parties; (2) the relationships between any Franchisor Parties and Developer Parties; (3) the scope or validity of this Agreement or any other agreement referenced in clause (1) above or any provision of any of such agreements (including the validity and scope of the arbitration provision under this Section, which Franchisor and Developer acknowledges is to be determined by an arbitrator, not a court); or (4) any System Standard, must be submitted for binding arbitration, on demand of either Party, to JAMS. If any Party initiates arbitration or files any counterclaim, it must submit a personally-signed verification therewith. The arbitration proceedings will be conducted by one mutually acceptable arbitrator and, except as this Section otherwise provides, according to JAMS' then-current Comprehensive Arbitration Rules & Procedures (see www.jamsadr.com/rules-comprehensive-arbitration/) or, if applicable, then-current Mass Arbitration Procedures & Guidelines (see https://www.jamsadr.com/mass-arbitration-procedures). If the Parties are unable to agree on an arbitrator, an arbitrator having at least five (5) years' experience in the areas involved will be appointed by JAMS. All proceedings will be conducted at a suitable location chosen by the arbitrator

that is within 50 miles of Franchisor's (or its successor's or assign's, as applicable) then-current principal place of business (currently, Irvine, California), or via a videoconferencing platform, if both Parties agree. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each Party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance, and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by Franchisor, or its parents, affiliates, and subsidiaries, generic or otherwise invalid, or award any punitive or exemplary damages against any Party to the arbitration proceeding (Franchisor and Developer hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any Party to the arbitration proceeding). Except as otherwise stated in this Agreement, the arbitrator shall have no authority to issue any relief on any basis other than an individual basis.

The Parties agree that each Party will pay its share of fees and costs in accordance with applicable JAMS rules. If a Party fails to timely pay such fees or costs, the other Party may, in its discretion, advance such costs on behalf of the nonpaying Party. To the extent permitted by applicable law, at the conclusion of the arbitration, the arbitrator shall award to the prevailing Party its fees and costs, including all reasonable experts', attorneys' and other professionals' fees incurred in the proceedings.

In any arbitration proceeding, each Party will be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. Each Party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by any Party.

The arbitrator shall have full authority to manage any necessary exchange of information among the Parties with a view to achieving an efficient and economical resolution of the dispute. The Parties may only serve reasonable requests for documents, which must be limited to documents upon which a Party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain, and shall not include broad phraseology such as "all documents directly or indirectly related to."

The provisions of this Section are intended to benefit and bind certain third-party non-signatories. The provisions of this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

In the event any portion of this Section is deemed unenforceable, the remainder of this agreement to arbitrate will be enforceable.

The parties to any mediation or arbitration will execute an appropriate confidentiality agreement, excepting only such disclosures and filings as are required by law.

E. **Other Proceedings (Right to Injunctive Relief)**. Nothing in this Agreement, including the provisions of Sections 12.B through 12.D, bars a Party's right to seek and obtain in any court of competent jurisdiction injunctive or other equitable relief against actual or threatened conduct that it believes is likely to cause loss or damage to its trademarks (including the Marks), its proprietary

information, or its systems (including the System), in each case, under customary equity rules, including applicable rules for obtaining restraining orders and injunctions. Each Party agrees that the other may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. The Parties agree that the Party seeking injunctive relief pursuant to this Section will not be required to post a bond to obtain injunctive relief and that the only remedy for a Party if an injunction is entered against it will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

F. **Consent to Jurisdiction**. Subject to the obligation to submit to binding arbitration under Section 12.D above, Franchisor and Developer agree that all controversies, disputes, or claims between them or any Franchisor Parties and Developer Parties arising out of or related to this Agreement or any other agreement between a Franchisor Party and a Developer Party or their relationships with each other must be commenced exclusively in state or federal court closest to Franchisor's (or its successor's or assign's, as applicable) then-current principal place of business (currently, Irvine, California), and the Parties irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts.

G. **Waiver of Punitive Damages**. The Parties hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against each other arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the Term if it is terminated due to Developer's default, which the Parties agree and acknowledge Franchisor may claim under this Agreement.

H. **Waiver of Jury Trial**. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR DEVELOPER'S PURCHASE FROM FRANCHISOR OF THE DEVELOPMENT RIGHTS AND/OR ANY GOODS OR SERVICES.

I. **Waiver of Class Actions**. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE DEVELOPMENT RIGHTS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN DEVELOPER, DEVELOPER'S GUARANTORS AND FRANCHISOR OR THEIR RESPECTIVE AFFILIATES, OFFICERS, OWNERS, OR EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY. The Parties expressly waive the right to have any claim or dispute brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, consolidated, and/or representative action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any class, collective, coordinated, consolidated, and/or representative action, or to award relief to anyone but the individual in arbitration. The Parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this Agreement, this Section does not prevent the Parties from participating in a classwide, collective, and/or representative settlement of claims. Notwithstanding any other provision of this Agreement, only a court of competent jurisdiction shall have

the authority to resolve disputes arising out of or relating to this Section, including, but not limited to, any claim that all or part of this Section is unenforceable, unconscionable, illegal, void, or voidable.

J. **Grouped Arbitrations.** To the extent permitted by applicable law and notwithstanding any other provision of this Agreement, to increase efficiency of resolution, in the event 75 or more similar arbitration demands are filed within a 30-day period: (a) the Parties shall cooperate to organize the arbitration demands into randomized groups of no more than 75 demands (plus, to the extent there are fewer than 75 arbitration demands remaining, a final group consisting of the remaining demands); (b) Developers' counsel shall organize and present the grouped demands to the arbitration provider in a format as required under the JAMS Mass Arbitration Procedures & Guidelines; (c) JAMS shall assess one set of filing and administrative fees per group and shall assign one arbitrator per group, subject to any applicable disclosure and disqualification procedures available under applicable law; (d) JAMS shall set one initial administrative conference per group; (e) regardless of the grouping described above, the arbitrator shall resolve all arbitrations within a group on an individual basis; (f) the first group of 75 arbitrations shall proceed on an individual basis, while the remaining cases are stayed and applicable statutes of limitations for those cases are tolled; (g) the Parties shall use their best efforts to complete the initial 75 individual arbitrations within 120 days after the initial administrative conference, and shall engage in good-faith mediation following resolution of the initial 75 individual arbitrations; (h) if mediation is unsuccessful, the remaining cases shall proceed on an individual basis in groups of 75 cases (plus, to the extent there are fewer than 75 arbitration demands remaining, a final group consisting of the remaining demands); and (i) no final award from an arbitrator in any one arbitration shall have preclusive effect in any other arbitration. The Parties agree to cooperate in good faith to implement the above grouped approach to administration of the arbitration demands.

If any similar arbitration demands were originally processed as individual arbitration demands before this grouping procedure was commenced, further proceedings, including the assessment of further arbitration filing or administration fees to either Party shall be governed by the procedures set forth in this Section.

K. **Attorneys' Fees and Costs.**

(1) To the extent permitted by applicable law, if legal action or arbitration is necessary to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover reasonable compensation for preparation, investigation, court costs, arbitration costs (if applicable) and reasonable attorneys' fees, from the non-prevailing Party as fixed by an arbitrator or court of competent jurisdiction.

(2) Separate and distinct from the right of a prevailing Party to recover expenses, costs and fees in connection with any legal proceeding or arbitration, the prevailing Party shall also be entitled to receive all expenses, costs and reasonable attorneys' fees incurred in connection with the enforcement of any arbitration award or judgment entered, to the extent permitted by applicable law. Furthermore, the right to recover post-arbitration award and post judgment expenses, costs and attorneys' fees shall be severable and shall survive any award or judgment and shall not be deemed merged into such judgment.

L. **Third-Party Beneficiaries**. Franchisor's officers, directors, owners, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Article 12, each having authority to specifically enforce the right to mediate and arbitrate claims asserted against such person(s) by Developer.

13. MISCELLANEOUS PROVISIONS

A. **Severability.** Each article, section, paragraph, term, and provision of this Agreement, or any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held by an arbitrator or by a court of competent jurisdiction to be unenforceable due to any applicable existing or future law or regulation, such portion shall not impair the operation of or have any effect upon, the remaining portions of this Agreement which will remain in full force and effect. No right or remedy conferred upon or reserved to Franchisor or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

B. **Waiver and Delay.** No failure, refusal or neglect of Franchisor to exercise any right, power, remedy or option reserved to it under this Agreement, or to insist upon strict compliance by Developer with any obligation, condition, specification, standard or operating procedure in this Agreement, shall constitute a waiver of any provision of this Agreement and the right of Franchisor to demand exact compliance with this Agreement, or to declare any subsequent breach or default or nullify the effectiveness of any provision of this Agreement. Subsequent acceptance by Franchisor of any payment(s) owed to it under this Agreement shall not be deemed to be a waiver by Franchisor of any preceding breach by Developer of any terms, covenants or conditions of this Agreement.

The following provision applies if Developer or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin: No statement, questionnaire, or acknowledgement signed or agreed to by a Developer 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.

C. **Franchisor's Discretion**. Except as otherwise specifically referenced herein, all acts, decisions, determinations, specifications, prescriptions, authorizations, approvals, consents and similar acts by Franchisor may be taken or exercised in the sole and absolute discretion of Franchisor, regardless of the impact upon Developer. Developer acknowledges and agrees that when Franchisor exercises its discretion or judgment, its decisions may be for the benefit of Franchisor or the System and may not be in the best interest of Developer as an individual area developer.

D. **Developer's Responsibility**. It is Developer's sole responsibility to conducts its business hereunder in compliance with all applicable federal, state and local laws and regulations ("Applicable Laws"). Developer acknowledges that nothing in this Agreement shall, or may be construed to, create any type of employer or joint employer relationship between (a) Developer or any of Developer's personnel, and (b) Franchisor in any matter.

E. **No Recourse Against Nonparty Affiliates.** Developer agrees that it will look only to Franchisor to perform under this Agreement. Franchisor's affiliates are not parties to this Agreement and have no obligations under it. Developer may not look to Franchisor's affiliates for performance. Developer agrees that Franchisor's and its affiliates' members, managers, owners, directors, officers, employees and agents shall not be personally liable or named as a party in any action between Franchisor or its affiliates and Developer or its affiliates or their respective owners.

F. **Non-Disparagement.** Developer agrees that it will not (and will use its best efforts to cause its current and former owners, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, affiliates, successors and assigns not to) (i) make any untrue or derogatory statements concerning Franchisor and its affiliates, as well as their present and former officers, employees, shareholders, directors, agents, attorneys, servants, representatives, successors and assigns; or (ii) undertake any act which would (a) subject the Marks to ridicule, scandal, reproach, scorn, or indignity, (b) negatively impact the goodwill of Franchisor or its affiliates, the Marks, other components of the System, or any other brands owned or controlled by Franchisor or its affiliates, or (c) constitute an act of moral turpitude (including, without limitation, verbal, physical, or sexual harassment towards any other person).

Notwithstanding the foregoing, nothing in this Agreement or any other agreement with Franchisor restricts or prohibits any person from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Securities and Exchange Commission, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. No person needs the prior authorization of Franchisor to engage in conduct protected by the preceding sentence, and no person needs to notify Franchisor that such person has engaged in such conduct.

14. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the exhibits hereto, constitute the entire and only agreement between the Parties concerning the granting and awarding the Development Rights granted hereunder, and supersede all prior and contemporaneous agreements. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either Party unless mutually agreed to by the Parties and executed by their authorized officers or agents in writing. This Agreement does not alter other agreements between Franchisor or its affiliates and Developer or its affiliates. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Developer. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Faxed, scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

[*Signature Page Follows*]

[signature page to Multi-Unit Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below to be effective as of the Effective Date.

BFT FRANCHISE SPV, LLC, a Delaware limited liability company	**[NAME OF DEVELOPER]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Capacity: _____
EFFECTIVE DATE: _____	Date: _____

EXHIBIT A
TO
MULTI-UNIT AGREEMENT

1. **Name and Address of Developer**:

Developer Name: _____
Attention: _____
Address: _____
_____
Email Address: _____

2. **Form of Owner (check and complete one):**

___ Individual

___ Corporation ___ Limited Liability Company ___ Partnership

State Formed: _____ Date: _____

3. **Owners**. The following identifies the owner that Developer has designated as, and that Franchisor approves to be, the Operating Principal and lists the full name of each person who is one of Developer's owners, or an owner of one of Developer's owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

	Owner's Name	**Type / %-age of Interest**
Operating Principal:	_____	_____%
Other Owners:	_____	_____%
	_____	_____%

4. The **Development Fee** is _____

5. The **Development Area** is comprised of: _____
_____, as depicted on the map attached to this Exhibit. If the Development Area is identified by counties or other political subdivisions, political boundaries will be considered fixed as of the date of the Multi-Unit Agreement and will not change, notwithstanding a political reorganization or change to the boundaries or regions.

6. The **Development Schedule** is as follows:

Expiration of Development Period	**Number of New Studios to Conduct a Soft Opening During the Development Period***	**Cumulative Number of Studios Operating as of the End of the Development Period***

* As previously indicated, "Soft Opening" shall mean that the respective Studio's doors are open to the general public for participating in regular classes in the physical premises of the Studio.

7. **Additional Terms or Modifications to This Agreement** (which terms, if any, will control any inconsistencies between the following and the terms in the body of this Agreement):

[insert as applicable]

BFT FRANCHISE SPV, LLC,
a Delaware limited liability company

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

[NAME OF DEVELOPER]

By: _____
Name: _____
Capacity: _____
Date: _____

MAP OF DEVELOPMENT AREA

EXHIBIT B TO MULTI-UNIT AGREEMENT

GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT

For value received, and in consideration for, and as an inducement to BFT Franchise SPV, LLC (the "Franchisor") to execute the Multi-Unit Agreement (the "Multi-Unit Agreement"), dated _____ _____, 20__ (the "Effective Date"), by and between Franchisor and _____ or his assignee, if a partnership, corporation or limited liability company is later formed (the "Developer"), the undersigned (each a "Guarantor"), jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns the full and timely performance by Developer of each obligation undertaken by Developer under the terms of the Multi-Unit Agreement.

Upon demand by Franchisor, Guarantor will immediately make each payment required of Developer under the Multi-Unit Agreement. Guarantor hereby waives any right to require Franchisor to: (a) proceed against Developer for any payment required under the Multi-Unit Agreement; (b) proceed against or exhaust any security from Developer; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Developer. Without affecting the obligations of Guarantor under this Guarantee, Indemnification and Acknowledgment (the "Guarantee"), Franchisor may, without notice to Guarantor, extend, modify, or release any indebtedness or obligation of Developer, or settle, adjust or compromise any claims against Developer.

Guarantor waives notice of amendment of the Multi-Unit Agreement and notice of demand for payment by Developer and agrees to be bound by any and all such amendments and changes to the Multi-Unit Agreement.

Guarantor hereby agrees to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees, reasonable costs of investigations, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Developer to perform any obligation of Developer under the Multi-Unit Agreement, any amendment, or any other agreement executed by Developer referred to therein.

Guarantor hereby acknowledges and agrees to be individually bound by all obligations and covenants of Developer contained in the Multi-Unit Agreement, including those related to non-competition.

If Guarantor is a business entity, retirement or investment account, or trust acknowledges and it agrees that if Developer (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries or otherwise, for so long as such delinquency exists, subject to applicable law.

This Guarantee shall terminate upon the expiration or termination of the Multi-Unit Agreement, except that this Guarantee shall continue in full force and effect with respect to all obligations and liabilities of Developer and Guarantor that arise from events that occurred on or before the effective date of such expiration or termination or that are triggered by or survive expiration or termination of the Multi-Unit Agreement This Guarantee is binding upon each Guarantor and its respective estate, executors, administrators, heirs, beneficiaries, and successors in interest.

The validity of this Guarantee and the obligations of Guarantor(s) hereunder shall in no way be terminated, restricted, diminished, affected or impaired by reason of any action that Franchisor might take or be forced

to take against Developer, or by reason of any waiver or failure to enforce any of the rights or remedies reserved to Franchisor in the Multi-Unit Agreement or otherwise.

The use of the singular herein shall include the plural. Each term used in this Guarantee, unless otherwise defined herein, shall have the same meaning as when used in the Multi-Unit Agreement.

The provisions contained in Article 12 of the Multi-Unit Agreement (Resolution of Disputes), including, without limitation, Section 12.A (Governing Law), Section 12.C (Mediation), Section 12.D (Mandatory Binding Arbitration), Section 12.F (Consent to Jurisdiction), and Section 12.K (Attorneys' Fees and Costs), are incorporated into this Guarantee by reference and shall govern this Guarantee and any disputes between the Guarantors and Franchisor. The Guarantors shall reimburse Franchisor for all costs and expenses it incurs in connection with enforcing the terms of this Guarantee.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the Effective Date.

GUARANTOR(S)	**SPOUSE(S)**
Name:_____ Sign: _____ Address: _____ _____ _____ Email Address: _____	Name:_____ Sign: _____ Address: _____ _____ _____ Email Address: _____
Name**:**_____ Sign: _____ Address: _____ _____ _____ Email Address: _____	Name**:**_____ Sign: _____ Address: _____ _____ _____ Email Address: _____

EXHIBIT L-1

FRANCHISE AGREEMENT SOURCING FEE ADDENDUM

EXHIBIT L-1
FRANCHISE AGREEMENT SOURCING FEE ADDENDUM
(BFT)

THIS SOURCING FEE ADDENDUM (this "**Sourcing Fee Addendum**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Franchisee**").

1. **Background**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Sourcing Fee Addendum. This Sourcing Fee Addendum supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Sourcing Fee Addendum have the meanings as defined in the Franchise Agreement. This Sourcing Fee Addendum is annexed to and forms part of the Franchise Agreement.

2. **Sourcing Fee**. Franchisee (and/or its affiliate(s)) currently operates an existing BFT Studio, and in connection with the grant of the Franchise under the Franchise Agreement, a commission is owed to a third-party franchise broker based on a previously-made introduction to Franchisor or its affiliates. Accordingly, Franchisee agrees to pay, on its execution of the Franchise Agreement, a non-refundable sourcing fee in the amount of $28,000 (which shall be paid in addition to the Initial Franchise Fee due under the Franchise Agreement).

IN WITNESS WHEREOF, the parties have executed and delivered this Sourcing Fee Addendum to be effective as of the Effective Date of the Franchise Agreement.

BFT FRANCHISE SPV, LLC,
a Delaware limited liability company

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

"FRANCHISEE"

[if an individual]

_____
[Name], individually

Sign: _____
Date: _____

[if a legal entity]

_____
[Name], a [state/type]

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

EXHIBIT L-2

MULTI-UNIT AGREEMENT SOURCING FEE ADDENDUM

EXHIBIT L-2
MULTI-UNIT AGREEMENT SOURCING FEE ADDENDUM
(BFT)

THIS SOURCING FEE ADDENDUM (this "**Sourcing Fee Addendum**") is made and entered into by and between **BFT FRANCHISE SPV, LLC**, a Delaware limited liability company with its principal business address at 17877 Von Karman Ave., Suite 100 Irvine, CA 92614 ("**Franchisor**"), and _____, whose principal business address is _____ ("**Developer**").

1. **Background**. Developer and Franchisor are parties to that certain Multi-Unit Agreement dated _____, 20____ (the "**Multi-Unit Agreement**") that has been signed concurrently with the signing of this Sourcing Fee Addendum. This Sourcing Fee Addendum supersedes any inconsistent or conflicting provisions of the Multi-Unit Agreement. Terms not otherwise defined in this Sourcing Fee Addendum have the meanings as defined in the Multi-Unit Agreement. This Sourcing Fee Addendum is annexed to and forms part of the Multi-Unit Agreement.

2. **Sourcing Fee**. Developer (and/or its affiliate(s)) currently operates an existing BFT Studio, and in connection with the grant of the Development Rights under the Multi-Unit Agreement, a commission is owed to a third-party franchise broker based on a previously-made introduction to Franchisor or its affiliates. Accordingly, Developer agrees to pay, on its execution of the Multi-Unit Agreement, a non-refundable sourcing fee in the amount as follows (check as applicable):

- ☐ If Developer is acquiring Development Rights a Multi-Unit Agreement for the right to open two (2) additional BFT Studios, then the sourcing fee will be $40,000 (which is due in addition to the Development Fee).

- ☐ If Developer is acquiring Development Rights a Multi-Unit Agreement for the right to open three (3) additional BFT Studios, then the sourcing fee will be $50,000 (which is due in addition to the Development Fee).

- ☐ If Developer is acquiring Development Rights a Multi-Unit Agreement for the right to open six (6) additional BFT Studios, then the sourcing fee will be $84,000 (which is due in addition to the Development Fee).

- ☐ If Developer is acquiring Development Rights a Multi-Unit Agreement for the right to open ten (10) additional BFT Studios, then the sourcing fee will be $120,000 (which is due in addition to the Development Fee).

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have executed and delivered this Sourcing Fee Addendum to be effective as of the Effective Date of the Multi-Unit Agreement.

BFT FRANCHISE SPV, LLC,
a Delaware limited liability company

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

"DEVELOPER"

[if an individual]

_____
[Name], individually

Sign: _____
Date: _____

[if a legal entity]

_____
[Name], a [state/type]

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

NEW YORK REPRESENTATIONS PAGE

FRANCHISOR REPRESENTS THAT THIS FRANCHISE DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

State Effective Dates

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

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

California	May 28, 2026; as amended _____
Hawaii	_____
Illinois	Pending
Indiana	April 20, 2026; as amended August 10, 2026
Maryland	Pending
Michigan	April 17, 2026; as amended August 7, 2026
Minnesota	Pending
New York	May 28, 2026; as amended _____
North Dakota	April 20, 2026; as amended _____
Rhode Island	April 20, 2026; as amended _____
South Dakota	April 20, 2026; as amended August 7, 2026
Virginia	Pending
Washington	Pending
Wisconsin	April 20, 2026; as amended August 10, 2026

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

EXHIBIT M

RECEIPTS

RECEIPT
(OUR COPY)

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 BFT Franchise SPV, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, BFT Franchise SPV, LLC or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, we must provide this disclosure document at the earlier of the 1st personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If BFT Franchise SPV, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit B.

Issuance Date: April 17, 2026, as amended August 7, 2026

The franchisor is BFT Franchise SPV, LLC, 17877 Von Karman Avenue, Suite 100, Irvine, California 92614 and at (949) 346-3000. The franchise seller for this offering is:

❑ Brandon Ruiz 17877 Von Karman Avenue, Suite 100 Irvine, California 92614 (949) 346-3000	❑ _____ 17877 Von Karman Avenue, Suite 100 Irvine, California 92614 (949) 346-3000	❑ _____ 17877 Von Karman Avenue, Suite 100 Irvine, California 92614 (949) 346-3000	❑ _____ 17877 Von Karman Avenue, Suite 100 Irvine, California 92614 (949) 346-3000

See Exhibit B for BFT Franchise SPV, LLC's registered agents authorized to receive service of process.

I have received a disclosure document dated April 17, 2026, as amended August 7, 2026, that included the following Exhibits:

Exhibit A	Form of Franchise Agreement and Exhibits	Exhibit H	State Specific Addenda
Exhibit B	List of State Agents for Service of Process and State Administrators	Exhibit I	List of Franchisees
Exhibit C	Financial Statements	Exhibit J	List of Franchisees That Left System
Exhibit D	Guaranty of Performance	Exhibit K	Form of Multi-Unit Agreement
Exhibit E	Statement of Prospective Franchisee	Exhibit L-1	Form of Sourcing Fee Addendum (Franchise Agreement)
Exhibit F	Table of Contents of Manual	Exhibit L-2	Form of Sourcing Fee Addendum (Multi-Unit Agreement)
Exhibit G	Form of General Release	Exhibit M	Receipts

Prospective Franchisee:

If a business entity:

_____
Name of Business Entity

Signature: _____
Title: _____
Print Name: _____
Dated: _____

If an individual:

_____
Print Name: _____
Dated: _____

_____
Print Name: _____
Dated: _____

_____
Print Name: _____
Dated: _____

Please sign this copy of the receipt, print the date on which you received this disclosure document, and return it, by mail or email to BFT Franchise SPV, LLC, 17877 Von Karman Avenue, Suite 100, Irvine, California 92614. Email: salesinfo@xponential.com.

RECEIPT
(YOUR COPY)

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 BFT Franchise SPV, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, BFT Franchise SPV, LLC or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, we must provide this disclosure document at the earlier of the 1st personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If BFT Franchise SPV, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit B.

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Dated: _____

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