

## FRANCHISE DISCLOSURE DOCUMENT



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<https://www.goldsainte.com/>

The franchise is the right to develop, own, and operate, as part of the Goldsainte® system, a luxury vehicle rideshare and carshare service. The total investment necessary to begin operations of a Goldsainte franchise is \$177,500 to \$320,000, which includes \$45,000 that must be paid to the franchisor or its affiliates as an initial franchise fee and \$6,500 that must be paid to the franchisor or its affiliates for training.

You and we may also enter into an Area Development Agreement under which you agree to acquire an agreed upon number of franchises within a designated development area and pursuant to an agreed upon opening schedule. The total investment necessary to enter into an area development agreement for the right to develop three Goldsainte XL or Goldsainte Premium franchises ranges from \$382,500 to \$525,000, which includes (a) the total estimated initial investment to begin operation of your initial franchised business and (b) a development fee of \$125,000, which must be paid to the franchisor or its affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact us at 615 South College, 8<sup>th</sup> Floor, Charlotte, NC 28202, (866) 239-8069 or info@goldsainte.com.

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

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

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

Issued: February 7, 2024

## How to Use This Franchise Disclosure Document

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

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

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

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

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

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

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

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

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

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

### **Some States Require Registration**

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

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 arbitration and/or litigation only in the State of North Carolina. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in North Carolina than in your own state.

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

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

To simplify the language in this Disclosure Document, the words “we,” “our,” “us” and “Goldsainte” refer to Goldsainte Franchise, LLC, the franchisor. “You” means the individual, corporation, or other entity that buys a Goldsainte franchise.

### **Franchisor, Parent, Predecessors and Affiliates**

#### **The Franchisor**

Goldsainte Franchise, LLC, is a Delaware limited liability company. We conduct business under the name “Goldsainte.” Our principal business address is 615 South College, 8<sup>th</sup> Floor, Charlotte, NC 28202. We were formed on November 16, 2023. We have been offering franchises since February 7, 2024. Goldsainte Franchise, LLC has never offered franchises in any other line of business.

#### **Agent for Service of Process**

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

#### **Predecessors, Parent and Affiliates**

Goldsainte Franchise, LLC has no predecessors. Our parent entity is Goldsainte, Inc., a Delaware corporation with its principal business address located at 615 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28202. We do not have any affiliates.

### **The Franchise Offered**

#### **Franchises**

We offer franchises for the establishment and operation of a luxury, membership-based vehicle rideshare and carshare service. We offer two franchise options. The first is Goldsainte XL. Under this franchise model, you provide rideshare services to members using the current-year Infiniti QX80 vehicles as required by us that you purchase from our approved dealerships and that are wrapped with the Goldsainte trademarks. The other franchise model is Goldsainte Premium. Under this franchise model, you provide rideshare and carshare services to members using certain luxury vehicles—Bentley, Rolls Royce and Maybach—the make and model of which are specified by us and are purchased by you through our approved dealerships. You will operate these franchise businesses according to the terms of our franchise agreements, which are attached to this disclosure document as Exhibit C.

## Area Development Rights

We also offer qualified individuals and entities the right to acquire multiple franchises within a designated geographical area under an area development agreement, which is attached to this disclosure document as Exhibit D. The development agreement will provide a designated schedule in which you must acquire franchises and open and operate the designated number of Goldsainte locations (either Goldsainte XL, Goldsainte Premium or both). For each franchise you acquire pursuant to the development agreement, you will sign our then-current franchise agreement.

## Market and Competition

The market demand for luxury rideshare and carshare membership services has tripled since 2020 as individuals look to safety, privacy, and exclusivity. The average black car service price has increased by 92% over this same time period, and the demand to rent luxury vehicles has also increased. You will face competition from companies such as Turo, Blacklane, Wheely, Alto and Kaptyn, which seek to elevate the rideshare marketplace by targeting a luxury market. Changes in local and national economic conditions and population density affect the industry and are generally difficult to predict. You will face other business risks that could have an adverse effect on your business, including pricing policies of competitors, changes to laws or regulations, changes in supply and demand, new technologies and competition that provide related products.

## Applicable Regulations

Every state has some form of licensing requirement for ridesharing services. These requirements are not universal. You will be responsible for operating in full compliance with all laws (federal, state or local) that apply to your franchised business. You must secure and maintain in force all required licenses, permits and certificates relating to the operation of a rideshare and/or carshare service.

## ITEM 2. BUSINESS EXPERIENCE

Below is a listing of the names and titles of our officers and directors and other individuals who will have management responsibility relating to the sale or operation of franchises offered by this franchise disclosure document and descriptions of their business experience for the last five years.

**Andre Powell** is the founder and CEO of Goldsainte and has held that position since February 2023. Since 2015, and prior to founding Goldsainte, Andre served as the founder and CEO of a multi-unit Jimmy John's franchise, APEM Restaurant Group, that owned and operated seven locations across North and South Carolina. Andre was directly responsible for the acquisition, growth, management, and development of these franchises.

**Noah Yates** is the Chief Investment Officer of Goldsainte and has held that position since June 2023. Additionally, from September 2022 to the present, Noah serves as a principal of Huron

River Ventures; from April 2020 to the present, Noah serves as co-founder and Vice Principal of Finance and Strategy for Cowboy Clean Fuels; and from November 2020 to the present, Noah serves as the Co-Founder of 3G Golf. Prior to these positions, from June 2021 to August 2022, Noah served as a finance and strategy consultant for Hatch Data; from September 2021 to March 2022, Noah served as a finance and strategy consultant for Global Battery Solutions and from April 2019 to December 2019 Noah served as a finance and strategy consultant for Pros, Inc.

**Katelynn Flaherty Yates** is an Advisory Board member at Goldsainte and leads Investor Relations at Goldsainte and has held these positions from June 2023 to the present. Additionally, from January 2023 to the present, Katelynn serves as the Managing Partner of Y Investments; from August 2022 to the present, she serves as an advisory board member of Virtual Round Ballers; from November 2020 to the present, she serves as the Co-Founder of 3G Golf. Prior to these positions, from August 2019 to March 2023, Katelynn served as a senior small business consultant for Unum and from 2010 to 2018, served as the lead instruction and logistical coordinator for Hoops America.

**Wyatt Yess** leads Goldsainte's business development from June 2023 to the present. Additionally, from April 2022 to the present Wyatt serves as a senior associate, business development for Cowboy Clean Fuels; and from June 2021 to the present serves as a senior associate, business development at Huron River Ventures. Prior to these positions, from June 2020 to September 2020, Wyatt served as a bond sports associate at Bond Sport and from June 2019 to August 2019, Wyatt served as a fixed income and derivatives intern at NISA Investment Advisors, LLC.

### **ITEM 3.      LITIGATION**

No litigation information 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**

You pay us an initial fee of \$45,000.00 in lump sum when you sign the franchise agreement. The initial franchise fee shall be fully earned by us upon payment and is not refundable under any circumstance. In addition, you will pay a fee in lump sum in the amount of \$6,500.00 at the time of signing the franchise agreement for onsite initial training by us prior to you commencing operations of the franchised business. These fees apply uniformly to the Goldsainte XL and Goldsainte Premium franchise opportunities.



## Development Agreement

If we award you the right to acquire franchises for five or more Goldsainte locations within a given development agreement, you must pay us a one-time development fee upon execution of your development agreement. Your development fee will depend on the number of locations we grant you the right to open within the development area and calculated as follows: (i) \$45,000.00 for the first location; and (ii) \$40,000.00 for each additional franchise you agree to open and operate under the development schedule. 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.

In addition to the development fee, you will pay a one-time fee of \$6,500.00 at the time of signing the development agreement and initial franchise agreement for onsite initial training by us before you commence operations of the first franchise. You will not have to pay the initial training fee for the subsequent franchises you agree to open and operate.

### **ITEM 6. OTHER FEES**

The fees outlined below apply to both the Goldsainte XL and Goldsainte Premium franchise.

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Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Royalty	11% of Gross Sales <sup>2</sup>	Weekly	Based on Gross Sales during the previous week.
Marketing Fund Contribution <sup>3</sup>	4% of Gross Sales	Weekly	Based on Gross Sales during the previous week.
Technology Fee	Currently \$650, but may be increased	Monthly	For access to our proprietary online platform.
Additional Training	Our then-current training fee (currently \$500 per day), plus travel-related expenses	Before training	As requested by you or as required by us. Our rate is subject to change.
Annual Conference Fee	Up to \$1,500 per year	Annually	Must pay for one participant if we decide to hold an annual conference; you will pay an additional fee for each additional attendee.
Transfer Fee	Franchise Agreement: Up to \$10,000  Development Agreement: Up to \$10,000	Upon any accepted transfer	Must pay if we consent to any proposed transfer of your Franchise Agreement or Development Agreement. The amount of the transfer fee depends on when you propose to sell the franchise or your development rights. The fee decreases by \$2,000 each year of your term. For example, after the first year, the transfer fee is \$8,000; after the second year, the transfer fee is \$6,000, etc. However, a minimum of \$2,000 must be paid.

Renewal Fee	50% of the then-current initial franchise fee	Upon signing a Successor Franchise Agreement	Renewal of your franchised business.
Relocation Fee	\$5,000	Upon submission of proposal to relocate the storage facility	You will not be permitted to locate your storage facility without our prior written approval.
Audit Fee	Cost of the audit if we discover you have under-reported by more than 2%	On demand	The cost of an audit is payable if the understatement by you exceeds 2%.
Supplier Approval Fees	Reasonable costs in connection with our review, evaluation and approval of alternative suppliers requested by you	As invoiced	Payable only if you request approval of a new supplier.
Non-compliance Fee	Currently \$250 per day for each day you offer or sell unauthorized products/services, but may be increased	On demand	Payable only if you offer or sell unauthorized products or services.

Costs of Enforcement	All costs including reasonable attorneys' fees, accountant fees and costs	On demand	If you default under a franchise agreement, you must pay us for the expenses we incur in enforcing and/or terminating the agreement.
Indemnification	All costs including attorneys' fees	On demand	You will defend suits at your own cost and hold us harmless from suits involving damages resulting from your operation of the franchised business.
Insurance Policies	Amount of unpaid premium	On demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Management Fee	The costs 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 franchised business due to your breach of the franchise agreement (or your death or disability), we make take all actions necessary to operate the franchised business.

<p>Lost Revenue Damages</p>	<p>Your average monthly royalties paid to us during the 12 months preceding termination multiplied by 24 or the number of months remaining in your franchise term, whichever is higher</p>	<p>15 days after termination</p>	<p>This only applies if we terminate your franchise agreement for cause prior to its expiration.</p>
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Notes

1. All fees paid to us are uniform and non-refundable. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We can require an alternative payment method and frequency for any fees or amounts owed to us under the franchise agreement.
2. "Gross Sales" means the total revenue, in whatever form, generated by the Franchised Business, 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 Franchised Business and all proceeds from any business interruption insurance related to the non-operation of the Franchised Business. "Gross Sales" does not include (i) any sales tax and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto; or (ii) the value of any allowance issued or granted to any member of Goldsainte that is credited in good faith by Franchisee in full or partial satisfaction of the price of the approved products or services offered in connection with the Franchised Business.
3. We may establish a marketing fund and if we do, you will be required to make a weekly contribution towards such fund beginning on the date your franchised business begins collecting revenue from business operations. The fund 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, agency and consulting services, and the like. We will have sole discretion over all matters related to the fund. Additionally, you must pay for your own local advertising.

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**ITEM 7. ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

Table A: Franchise Agreement – Goldsainte XL and Goldsainte Premium

Type of Expenditure	Estimated Range		Method of Payment	When due	To whom payment is to be made
	Low	High			
Initial Franchise Fee <sup>2</sup>	\$45,000	\$45,000	Lump sum	When you sign the franchise agreement	Us
Initial Training Fee <sup>3</sup>	\$6,500	\$6,500	Lump sum	When you sign the franchise agreement	Us
Travel & Living Expenses while Training <sup>4</sup>	\$0	\$2,500	As arranged	As incurred	Transportation Carriers, Hotel, Facilities, Meals, etc.
Storage Facility for Vehicles <sup>5</sup>	\$1,500	\$3,000	As arranged	As incurred	Landlord
Insurance <sup>6</sup>	\$3,000	\$10,000	As required	Before opening	Insurance Carrier
Vehicle Downpayments <sup>7</sup>	\$25,000	\$125,000	As arranged	Before opening	Approved Dealers
Vehicle Branding <sup>8</sup>	\$0	\$25,000	As arranged	Before opening	Approved Suppliers
Computer Hardware and Software <sup>9</sup>	\$2,500	\$5,000	As arranged	As incurred	Approved Suppliers
Grand Opening Advertising <sup>10</sup>	\$15,000	\$15,000	As arranged	As incurred	Approved Suppliers
Licenses and Permits <sup>11</sup>	\$1,500	\$3,000	As required	Before opening	Municipalities and other government entities
Legal and Accounting <sup>12</sup>	\$2,500	\$5,000	As arranged	As incurred	Accountants, lawyers, other third parties
Additional Funds – 3 months <sup>13</sup>	\$75,000	\$75,000	As arranged	As incurred	Employees, Suppliers, Utility

Type of Expenditure	Estimated Range		Method of Payment	When due	To whom payment is to be made
	Low	High			
					Companies, Third-Party Vendors
<b>TOTAL<sup>15</sup></b>	<b>\$177,500</b>	<b>\$320,000</b>			

Notes:

1. All amounts to us are non-refundable, unless otherwise noted. Amounts payable to suppliers are refunded according to arrangements you make with them. These figures are estimates of the range of your initial costs in the first three months of operation. For payments due to us, we do not offer direct or indirect financing.
2. You must pay the initial franchise fee in lump sum. The initial franchise fee is not refundable under any circumstances. We do not provide any financing for the initial franchise fee.
3. You (or if you are an entity, your operating principal) must attend our initial training program. You must pay the initial training fee in lump sum at the time you sign the franchise agreement. The initial training fee is not refundable under any circumstances.
4. You will be responsible for any costs and expenses associated with attending our initial training program, which is a program that you must attend in person and on-site at our current corporate headquarters (currently, Charlotte, North Carolina) or at another location we specify. These costs include, for example, 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 will travel and the type of accommodations you choose, if any are needed.
5. You must find a storage facility that is acceptable to us that will store the vehicles used in your franchised business. The facility can be a parking garage where you rent a certain number of spaces. Most likely you will lease the storage facility or parking spaces. These figures are based on the storage of our vehicles in Charlotte, North Carolina where we rent nine (9) spaces at the rate of \$185 per space. If you choose to lease a physical storage facility, the lease may require you to pay other expenses such as 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. The actual amount you pay under a lease will vary depending on the type of facility, size, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords, and the prevailing rental rates in the geographic area. You may also be required to pay a security deposit. Since rental, improvement and other real-estate related costs can vary significantly by area, it is your responsibility to (a) independently research all applicable laws and regulations; and (b) obtain appropriate advice from your own accountant, attorney and real estate professional, before signing any binding documents or making any investments or other commitments, whether to us or anyone else. This estimate includes three months of base rent plus one month for estimating the security deposit. Certain metropolitan markets, such as Chicago, Los Angeles, New York and San Francisco, for example, may require higher costs than estimated.
6. This estimate is for three months of your minimum required insurance. The actual costs may be more than shown here. You will need to check with your insurance carrier for actual premium quotes and costs, and for the actual amount of deposit. Insurance costs can vary widely, based on the area in which your business is located, your experience with the carrier, the loss experience of the carrier, deductible amount, 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.

7. If we grant you the right to acquire a Goldsainte XL franchise, you must acquire five Goldsainte-branded Infiniti QX80 vehicles of the current model at the time of signing the franchise agreement. You will be required to either purchase or lease these vehicles. We do not have an exclusive dealer that you need to acquire these vehicles from, but we have preferred dealerships that can assist you. If we grant you the right to acquire a Goldsainte Premium franchise, you must acquire two Bentley vehicles; two Mercedes Maybach vehicles; you will have the option to acquire a Rolls Royce Phantom or Cullinan or a Mercedes Sprinter as the fifth vehicle. You may purchase or lease certified pre-owned vehicles as long as the vehicle's exterior design matches the current year's specifications. This estimate is based on the minimum downpayments that our preferred dealer will require for you to obtain the five vehicles required under either franchise model. You may choose to purchase the vehicles as part of your initial investment. If you choose to purchase your vehicles rather than lease them or acquire them through a loan, the total cost to acquire the five vehicles will be in the range of \$325,000 to \$365,000 (\$65,000 to \$73,000 per vehicle).
8. If we grant you the right to acquire a Goldsainte XL franchise, you will be required to wrap the Infiniti QX80 vehicles with a vehicle wrap promoting the Goldsainte brand. You will be required to obtain the vehicle wrap from our approved supplier. The cost to wrap one vehicle is \$5,000. If we grant you the right to acquire a Goldsainte Premium franchise, you will not be required to wrap your vehicles.
9. You must acquire a personal computer or tablet that can operate our proprietary Goldsainte platform. Our Goldsainte platform stores the customer's first and last name, address, phone, email, membership status, driver's license photo, insurance car and ride history. You will also be required to purchase equipment, hardware and other software that we specify in our operating manual or otherwise in writing from our approved suppliers. This includes paying a software management fee to coordinate setup of our proprietary platform and a Strip credit card payment processing system. Typically equipment costs (e.g., computer or tablet) are refundable; the software costs are non-refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchase.
10. You must spend at least \$15,000 in coordination of opening your franchised business. This amount must be spent on pre-opening marketing and/or advertising activities that we designate. You must provide us with supporting documents evidencing these expenditures upon our request. This amount is in addition to any marketing fund contribution we may implement.
11. The costs of licenses and permits may vary depending on your location and applicable state and local laws and ordinances. The estimate includes the cost of acquiring any permits or licenses required to operate a rideshare/carshare service and all other business licenses and permits to operate in North Carolina. These costs are typically non-refundable.
12. We recommend you consult with an attorney of your own choosing to review this disclosure document and the franchise agreement, as well as an independent accountant before signing the franchise agreement. The costs of these professional fees will vary depending on your location and the professionals that you select. These fees are typically nonrefundable. You should inquire about the refund policy of the attorney, accountant or any other consultant at the time of hiring.
13. We recommend that you have a minimum amount of money available to cover operating expenses for the first three months after opening your franchised business. The lower end represents estimated expenses to maintain minimal operations without any membership sales for three months. The high end is a more conservative working capital estimate. Shortfalls of capital may arise from independent factors such as, but not including, labor shortages, delays in supplies or economic recession. These expenses are typically nonrefundable.
14. We relied on the experience we have operating a corporate-owned location to compile these estimates. Your costs may vary based on a number of factors discussed above, your management skill, experience and



business acumen, local economic conditions, the local market for services, the prevailing wage rate, competition and the sales level reached during the start-up phase. We recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area. You should review these figures with a business advisor before making any decision to purchase the franchise.

**Table B: Area Development Agreement**

Type of Expenditure	Estimated Range		Method of Payment	When due	To whom payment is to be made
	Low	High			
Development Fee	\$205,000	\$205,000	Lump sum	When you sign the development agreement	Us
Initial Investment to Open Initial Franchise	\$177,500	\$320,000	See Table A of this Item 7, less the Initial Franchise Fee.		
<b>TOTAL</b>	<b>\$382,500</b>	<b>\$525,000</b>			

**Notes:**

1. All amounts payable to us are nonrefundable, unless otherwise noted. Amounts payable to suppliers 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 months of operating the initial franchise you are granted under your area development agreement.
2. The development fee is for the right to open and operate a total of five Goldsainte locations (either Goldsainte XL or Goldsainte Premium) provided you comply with your development obligations under the area development agreement. If you choose to open more than five franchises, your development fee will be calculated as follows: (a) \$45,000.00 for the first franchise location; (b) \$40,000 for each additional franchise location.

## **ITEM 8. RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS**

### **Required Purchases**

We have the right to require you to purchase any item or service necessary to operate your franchised business from a supplier that we approve or designate, which may include us or an affiliate. These purchases may include, but not limited to (a) vehicles, fixtures, equipment, signs, items, security cameras; (b) uniforms; (c) advertising, point of purchase materials, and other printed promotional materials; (d) gift certificates and gift cards; (e) stationary, business cards, contracts and forms; and (f) insurance coverage.

We will provide you with a list of our approved suppliers in writing and we may update, change or modify the list as we deem appropriate. Currently, we require the following products and services be purchased:

- If we grant you the right to open and operate a Goldsainte XL franchise, you must purchase or lease five Infiniti QX80 vehicles of the current make available at the time of signing the franchise agreement. We do not require that you purchase or lease these vehicles from a specific dealer; however, we can provide you with assistance in obtaining the vehicles. You must brand these vehicles by purchasing a vehicle wrap with the Goldsainte trademark. We must approve the vendor who will supply you with the vehicle wrap.
- If we grant you the right to open and operate a Goldsainte Premium franchise, you must purchase or lease two Bentley and two Mercedes vehicles. You have the option to purchase a Rolls Royce Phantom or Cullinan or a Mercedes Sprinter as the fifth vehicle. While these vehicles do not need to be purchased or leased as new, the exterior of these vehicles must resemble the current make available at the time of signing the franchise agreement. We do not require that you purchase or lease these vehicles from a specific dealer; however, we can provide you with assistance in obtaining the vehicles.
- The vehicles must be stored in a storage facility that you lease and/or purchase. We must approve the site of your storage facility and personally visit the proposed site and storage facility before you sign a lease.
- You will be required to purchase and use the payment service provider, Stripe, for credit and debit card payments made by customers of your franchised business.

### **Ownership Interest in a Supplier**

None of our officers, owners or members own any interest in the above-named suppliers.

### Revenue from Franchise Purchases, Negotiated Prices, Material Benefits

We, or an affiliate of ours, may derive revenue from your purchases to the extent that you purchase products or services from us or an affiliate. As we are new to franchising, we have not derived any income from franchisee purchases because we did not have any franchisees. Nor did any of our affiliates derive any income from franchisee purchases.

### Approval of Alternative Suppliers

If you propose to purchase any item or service from an unapproved source, you must obtain our approval. We may require that our representatives be permitted to inspect the supplier's facilities and that information, specifications and samples be delivered to us or to an independent certified laboratory for testing. We may charge you reasonable costs in connection with our review, evaluation and approval of alternative suppliers, such as reimbursement for travel, accommodations, meal expenses and personnel wages.

If we have not identified an approved supplier for an item or service, you may purchase the item or service from a supplier of your choice, but they must meet our specifications, which may include brand requirements.

### Insurance

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by applicable law, your landlord for the storage facility, or otherwise. We may periodically change the amounts of coverage required by us under the insurance policies and require different or additional kinds of insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damages awards, or other relevant changes in circumstances. Each insurance policy must name us and Goldsainte, Inc. as additional insureds. We may also specify other additional insureds to include. You must provide us with copies of all insurance policies together with proof of payment for insurance. You must send us current certificates of insurance and copies of all insurance policies on an annual basis. Before you open your franchised business, you must furnish us with a certificate of insurance showing compliance with insurance requirements. You must provide us with at least thirty (30) days' prior written notice to us of any policy's material modification, cancellation or non-renewal.

We may specify where you obtain your insurance. If we do not specify where you must obtain your insurance coverage, your carrier must be licensed to do business in the state in which your franchised business will be located and be rated A- or higher by A.M. Best and Company, Inc.

Currently, you must have the following insurance, at a minimum: (a) commercial general liability and auto insurance, \$1,000,000 - \$2,000,000; (b) excess umbrella over the auto insurance coverage, \$3,000,000 - \$5,000,000 depending on fleet size; (c) workers'

compensation, \$500,000, or any additional amount statutorily required by any federal or state law; (d) employee practices liability, \$250,000, (e) cybersecurity, \$500,000; and (f) crime, \$100,000. We may also require telematics or drive safety insurance.

Notwithstanding the above minimum requirements, you must ensure you comply with all state and federal insurance requirements.

Estimated Proportion of Required Purchases to all Purchases and Leases

We estimate that your purchases and leases from us or our designated sources will range from 10-25% of your total initial investment (not including the initial franchise fee or real estate costs). We estimate that your purchases and leases from us and designated sources will account for approximately 10-25% of your ongoing purchases and leases in the operation of the franchised business.

Purchasing Cooperatives

We currently do not have any purchasing cooperatives.

Negotiated Prices

We currently do not negotiate any purchasing arrangements with any supplier or distributor for the benefit of our franchisees. However, if we do in the future, you must participate in the purchasing program.

Material Benefits

We do not provide any material benefits to you (for example, renewal or granting you an additional franchise) based on your purchase of particular products or services or use of particular suppliers.

**ITEM 9. FRANCHISEE’S OBLIGATIONS**

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

Obligation		Section in the Franchise Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	1, 7	7, 8, 11, 12
b.	Pre-opening purchase/leases	7, 8, 9	7, 8, 11
c.	Site development and other pre-opening requirements	1, 2, 7	7, 8, 11, 12

Obligation		Section in the Franchise Agreement	Disclosure Document Item
d.	Initial and ongoing training	5, 6	5, 6, 7, 11
e.	Opening	2	11
f.	Fees	5	5, 6, 7
g.	Compliance with standards and policies/Confidential Operating Manual	2, 6, 8, 9, 12, 16	8, 11, 13, 14, 16
h.	Trademarks and proprietary information	4, 6, 9, 12	13, 14
i.	Restrictions on products/services offered	8	8, 16
j.	Warranty and customer service requirements	8	15
k.	Territorial development and sales quotas	1	12
l.	Ongoing product/service purchases	8	8, 11, 16
m.	Maintenance, appearance and remodeling requirements	3, 7, 8	12
n.	Insurance	10	7, 8, 11
o.	Advertising	9	11
p.	Indemnification	11	13, 17
q.	Owner's participation/management/staffing	8	15
r.	Records and reports	10	11
s.	Inspections and audits	10	6, 11
t.	Transfer	14	6, 17
u.	Renewal	3	6, 12, 17
v.	Post-termination obligations	13, 16	17
w.	Non-competition covenants	13	17
x.	Dispute resolution		17

Obligation		Section in the Franchise Agreement	Disclosure Document Item
		17	
y.	Other: Guaranty of franchise obligations	2, Attachment 3	15

**ITEM 10. FINANCING**

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

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

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

**Pre-Opening Assistance**

Franchise Agreement (Both Goldsainte XL and Goldsainte Premium)

Before you open the franchised business for operation:

1. We will provide you with our initial training program, which we will conduct in-person at our main corporate office (currently, Charlotte, North Carolina) or at another location that we designate (Franchise Agreement, § 5.5, 6.1.2).
2. We will provide you with general advice regarding the acquisition of the required vehicles for use in operation of your franchised business and any vehicle wrap necessary (if you purchase a Goldsainte XL franchise) (Franchise Agreement, § 6.1.1).
3. If an authorized location for your franchise has not been identified at the time you sign the franchise agreement, we will work with you to designate a geographical area in which you must secure an authorized location for your franchised business and storage facility (Franchise Agreement, § 7).
4. Prior to attending your required initial training, we will loan you one copy of our operations manual, which contains mandatory and suggested specifications, standards and procedures. The manual is confidential and remains our property. We may modify the manual. The table of contents of the manual is attached to this disclosure document as Exhibit E. The manual currently consists of 82 pages (Franchise Agreement, § 6.1.3).
5. We will provide you with a list of equipment, fixtures, supplies and signs that you will need to use in the operation of your franchised business, as well as a list of approved

suppliers (Franchise Agreement, § 6.1.5).

6. We will license you the use of the then-current trademarks we designate for use in connection with the franchised business (Franchise Agreement, § 4).

#### Area Development Agreement

If you enter into an area development agreement with us, we will designate your development area and subsequently review and provide our approval with regards to the premises for each franchise location within the development area (Development Agreement, § 2.2).

#### **Time to Open**

##### Franchise Agreement

We will authorize the opening of your franchised business when (a) all of your preopening obligations have been fulfilled; (b) preopening training has been completed to our satisfaction; (c) all amounts due us have been paid; (d) copies of all insurance policies (and payment of premiums) and all other required documents have been received by us; and (e) all permits and licenses required to operate the franchised business have been paid (Franchise Agreement, § 2.2, 5, 8.5, 9.3, 10.4, 15.2.2).

The typical length of time between signing the franchise agreement and time to open the franchise is approximately two to four months. Your total timeframe may be shorter or longer depending on the time necessary to obtain the required vehicles; time to obtain an acceptable site for your storage facility; to obtain financing, permits and licenses for the operation of the franchised business; to complete construction or remodeling of the storage facility as it may be affected by weather conditions, shortages, delivery schedules and other similar factors.

You must open your franchised business within six month of signing the franchise agreement. If you do not open your franchised business within six months, we will have the option to terminate your franchise agreement (Franchise Agreement, § 15.2.2).

##### Area Development Agreement

If you have entered into an area development agreement to open and operate multiple franchise locations, your development agreement will include a development schedule containing deadlines by which you must have each franchise location open and operating (Development Agreement, Attachment 1).

#### **Our Obligations During the Operation of the Franchise**

During the operation of your franchise:

1. We will specify or approve certain equipment and suppliers to be used in your franchised business (Franchise Agreement, § 6.1.5).

2. We will provide additional training to you at your request or as we require. You are responsible for all costs associated with such additional training (Franchise Agreement, § 6.1.2).
3. If you do not obtain and maintain appropriate insurance coverage, we may procure the coverage on your behalf. We will pass the cost onto you (Franchise Agreement, § 10.4).
4. We may institute various programs for auditing customer satisfaction and/or other quality control measures (Franchise Agreement, § 8.2).

## **Advertising and Marketing**

### Advertising Generally

You are responsible for local marketing activities to attract Goldsainte members. We require you to submit samples of all advertising and promotional materials 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, § 9).

You must strictly follow the social media guidelines that we may adopt. Any use of social media by you pertaining to the franchised business must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. You will promptly remove any online communication pertaining to the franchised business that does not comply with the franchise agreement or our manual (Franchise Agreement, § 9.6).

### Marketing Fund

We may establish a marketing fund to promote Goldsainte franchises and help promote and develop our system and brand generally. If we implement a marketing fund, the fund contribution will be four percent (4%) of your franchised business's gross sales. We may increase the fund contribution requirement upon thirty days' written notice to you (Franchise Agreement, § 5.6, 9.1).

We or one of our affiliates will administer the fund, as we deem appropriate and in our discretion. We may use fund contributions for traditional advertising activities, website development, social media, public relations, advertising campaigns, or other promotions which will further develop and/or raise awareness or visibility of our brand, system and Goldsainte locations (Franchise Agreement, Section § 9.1).

We will have the right to make disbursements from the fund, as we determine appropriate to cover the costs and expenses associated with marketing, advertising and promotions of the brand, trademarks, system, franchise locations and/or approved products and



services, including the cost of formulating, development 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 the 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 may retain independent certified public accountants to prepare an annual audit of the fund, at the expense of the fund, and send a copy of the audit to franchisees upon written request. We are not required to spend all fund contributions in the fiscal year they are received (Franchise Agreement, § 9.1)

As we are new to franchising, we have not yet implemented a franchise marketing fund and, therefore, we have not collected any marketing fund contributions in the last fiscal year that ended December 31, 2023.

#### Local Advertising; Co-Ops

You must spend at least \$1,500 per month on marketing and advertising that we approve in connection with the promotion of your franchised business in your designated territory. Upon our request, you must provide us with an accounting of your monthly expenditures associated with this local advertising requirement, along with invoices and other relevant documents to support these 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 local promotion of your franchised business. We are not required to spend any amount on advertising within your designated territory (Franchise Agreement, § 9.2).

We have not yet established any local or regional co-ops. We may, in the future, decide to form one or more associations 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 designated territory, then you must join and actively participate. You may be required to contribute such amounts as are determined by such co-ops (Franchise Agreement, § 9.7).

#### Grand Opening

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 franchised business within your designated territory. You may be required to spend all or some portion of these funds on products or 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 (Franchise Agreement, § 9.3).

## Training

### Initial Training Program

At least one month prior to opening your franchised business, you must ensure that you (or, if you are an entity, your operating principal) and your dispatch coordinator attend our initial training program. While there is no specific deadline by which training must be completed, you must complete all training obligations at least thirty days prior to opening for business (Franchise Agreement, § 5.5, 6.1.2.1).

You are required to pay to us \$6,500.00 for our initial training program in addition to the initial franchise fee at the time of signing your franchise agreement. You will also be responsible for the costs and expenses associated with attending our initial training program. Should you want anyone else to attend the initial training program beyond you (or your operating principal) and the dispatch coordinator, the cost will be \$1,500 per participant. (Franchise Agreement, § 5.5).

Our initial training program as of the issue date of this Disclosure Document is described below:

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On the Job Training</b>	<b>Location</b>
Dispatch Platform	12	10	Charlotte, NC
Meeting the Goldsainte Service Standard	10	5	Charlotte, NC
Hiring for Success	5	3	Charlotte, NC
Upselling	2	2	Charlotte, NC
Roadmap for Success	8	4	Charlotte, NC
Marketing/Advertising	4	2	Charlotte, NC
<b>TOTAL</b>	<b>41</b>	<b>26</b>	

The initial training program will be conducted by Amanda Nicolas, Director of Franchisee Training at Goldsainte. Prior to joining Goldsainte, Amanda served as the Corporate Talent Training Manager for H&M for eight years. Training will occur at our current corporate location, 615 South College Street, Charlotte, NC, or as we specify.

Upon your request, and our approval, we will provide you with additional on-site opening assistance (Franchise Agreement, § 6.1.2.2).

We reserve the right to conduct a national franchise conference that you must attend. The conference shall not occur more than one time per year. We reserve the right to charge a fee for you to attend the national franchise conference.

You or any of your personnel must attend any reference or follow-up training that we require. The cost of a follow up training is currently \$500.00 per day. You may also incur out-of-pocket costs in attending any follow up training (Franchise Agreement, § 6.1.2.3).

#### Initial Training – Area Development Agreement

If we grant you the right to enter into an area development agreement with us, you must appoint an area manager. Your area manager must attend an additional three-day, onsite training. There is no additional cost to attend training, but you must cover all associated costs, such as travel, lodging and food (Area Development Agreement, § 2.6).

#### **Computer Requirements**

You must acquire a computer or tablet for use in the operation of the franchised business. You must record all of your receipts, expenses, invoices, member lists, employee schedules, customer information and other business information promptly in the computer system and use the software we specify or otherwise approve. Currently, we have a designated proprietary Goldsainte software platform that must be used in connection with your operations, which is an online/web-based program designed for use in connection with rideshare/carshare 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 discretion. The details of these standards and requirements will be described in the manual, or otherwise in writing and may be modified in response to changes in marketing conditions, business operating needs, and/or technology (Franchise Agreement, § 10.3).

You must purchase, lease and maintain such computer hardware and software equipment and services as we may specify. You agree that data, including names, addresses, contact information and credit card or payment information or members of the franchised business will be captured on the required software and is our property and part of our confidential information. You will provide us with any passwords necessary to access the business information of the franchised business. We may use this information to communicate directly to members of the franchised business, and also to provide updates, information, newsletters and special offers (Franchise Agreement, § 10.3).

The fee to access our platform is \$2,500. You will also pay a monthly technology fee for access. Currently that fee is \$650 per month. You will upgrade and maintain the computer system and hardware as we require and pay any fees associated with such upgrades. Currently, the annual cost to upgrade the required hardware and software is estimated to be \$2,500.

## **ITEM 12. TERRITORY**

### **Franchise Agreement (Goldsainte XL and Goldsainte Premium)**

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

You will operate your franchised business at an authorized location. Once we have agreed on an authorized location, we will assign a designated territory around the authorized location within which you will have certain protected rights. The boundaries of your designated territory may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise described 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 Goldsainte XL franchise (if you are granted a Goldsainte XL franchise) or a Goldsainte Premium franchise (if you are granted a Goldsainte Premium franchise) 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 Goldsainte locations, using any other brands or trademarks that we now, or in the future, may offer, and we may operate or license Goldsainte locations 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.

While you and other franchisees will be able to provide the approved services to any potential member or customer that visits or otherwise reaches out to your franchised business, you may not actively solicit or recruit members outside of your designated territory, unless we provide our prior written consent. You may not advertise or promote your franchised business through advertising that is directed at those outside of your designated territory without our prior written consent, which we will not unreasonably withhold provided (a) the area you wish to advertise is contiguous to your designated territory; (b) that area has not been granted to any third party in connection with a Goldsainte location; and (c) you have all the required permits and licenses to operate in the requested area.

We may choose to evaluate your franchised business for compliance with system standards using 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, vehicle condition, repair and function and customer service. Your employees, including independent contractors, must meet minimum standards for courteousness and customer service.

You must find a storage facility to house the required vehicles for use in the franchised business within the authorized location. We must visit the proposed storage facility site before you sign any lease. You may not relocate the storage facility or the authorized location without our prior written consent.

### **Area Development Agreement**

If we award you the right to acquire multiple franchises under our area development agreement, then we will provide you with a development area upon execution of the area development agreement. The size of your development area will vary from other system developers based on: (a) the number of studios we grant you the right to open and operate; and (b) the location and demographics of the general area where we mutually agree you will be opening these franchises. The boundaries of your development area may be described in terms of zip codes, streets, landmarks (both nature and man-made) or county lines, or otherwise described on a map attached to the development agreement.

As long as you are in compliance with your development agreement, we will not operate, or grant a license to a third-party to operate, during the term of your development agreement, a Goldsainte location within the development area, subject to our reserved rights below.

You must comply with your development obligations under the development 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 development 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 parent entity or any affiliate reserve the exclusive right to conduct the following activities under the franchise agreement and/or development agreement (as appropriate): (i) open and operate, and license third-parties the right to open or operate, other rideshare or carshare locations utilizing the trademarks and the system anywhere outside the Designated Territory; (ii) open and operate, and license third parties to open or operate, a Goldsainte Premium franchise (if you are granted the right to operate only a Goldsainte XL franchise), or a Goldsainte XL franchise (if you are granted the right to operate only a Goldsainte Premium franchise), anywhere within your designated territory or outside your designated territory; (iii) market, offer and sell products and services similar to those offered by Goldsainte franchises under a different trademark at any location, both within or outside your designated territory; (iv) use the trademarks and system, as well as any other marks we may designate, to distribute approved products and services through alternate channels of distribution anywhere either within or outside your designated territory; (v) 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 Goldsainte ride-share business located within or outside your 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 franchise system (excluding the franchise trademarks and trade dress) regardless of the location;

(vi) develop or become associated with and engage in other businesses, including other ride-share concepts and systems, and/or award franchises under such other concepts for locations anywhere, including inside and outside of your designated territory; and (vii) use trademarks and the franchise system, and license others to use the trademarks and the franchise system, to engage in any other activities not expressly prohibited by your franchise agreement.

#### **Sales Quota**

There are no minimum sales quotas.

#### **ITEM 13. TRADEMARKS**

We grant you the non-exclusive right to operate your franchised business under the name “Goldsainte” and use the following mark:

**GOLDSAINTE**

You may also use any other current or future tradename, trademark, service mark or logo that we designate for your use, including the logo on the front of this Disclosure Document (the “Marks”), to identify yourself as a franchisee in connection with the operation of your franchised business. The identified trademark was registered on the United States Patent and Trademark Office (“USPTO”) principal register on March 16, 2022 as Number 97315674. This mark is owned by our CEO, Andre Powell, and licensed to be used by us and our franchisees. The necessary affidavits and renewal applications for the trademark as required by the USPTO have been filed.

We know of no effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator or any state trademark administrator or any court, state or federal, involving or regarding our use of the trademarks. We know of no pending infringement opposition or cancellation proceeding. We know of no pending material federal or state court litigation, regarding the use or ownership of the trademark. There are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise. We know of no infringing or prior superior uses that could materially affect the use of the Marks in any state.

You must follow our rules when you use the Marks. You cannot use a name or Mark as part of your corporate name. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized by us in writing. You must not use any other trade names or trademarks in the operation of your franchised business 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 we decide to modify or discontinue use of any of the Marks, or use one or more additional or substitute Marks, 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 are not obligated to compensate you for any costs you incur in connection with such modification or discontinuance.

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

#### **ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We do not own any patents. We do not have any pending applications that are material to the franchise. We claim copyright protection for certain materials including our manual, other training materials prepared by us, advertising and promotional materials, our membership agreement, and related materials that we produce. We have not registered any of these materials with the Copyright Office of the Library of Congress. These materials are proprietary and confidential and are our property. You may use them only as long as you are a franchisee and only as provided in the Franchise Agreement. We will have no liability or obligation to compensate you because of the discontinuation, modification or change of any item.

There are currently no effective determinations of the United States Copyright Office or any court regarding any of our materials, nor are any proceedings pending, nor are there any currently effective agreements between us and third parties pertaining to our copyrighted materials that will or may significantly limit your use of our materials. We are not aware of any infringing uses of these materials that could materially affect your use of these materials. We are not required by any agreement to protect or defend any copyrights.

We will be disclosing to you certain information we believe to be confidential or contain proprietary information and trade secrets. This information will be included in our manual, training materials prepared by us, and other materials we provide you. You may use these materials in the matter we approve only in the operation of your franchise business during the term of your franchise agreement. You may not use these materials in any other way for your own benefit, or communicate or disclose them to, or use them for the benefit of, any other person or entity. These materials include all trade secrets, knowledge or know-how, confidential information, advertising, marketing, forms, administrative support systems, supplier information, training and methods of operation. You may disclose this information only to the extent necessary to operate your business, and only while the franchise agreement is in effect. You must also promptly tell us when you learn about unauthorized use of this proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate.

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

Under the franchise agreement, you (or if you are an entity, the operating principal) must personally supervise the franchised business. You must also appoint a dispatch coordinator that we approve to oversee the dispatching of vehicles in the franchised business. We will not unreasonably withhold our approval of any dispatch coordinator you propose, provided the individual has successfully completed our initial training program.

You are solely responsible for hiring and management of the employees for the franchised business, for the terms of their employment and for ensuring their compliance with any training or other requirements established by us.

You will be solely responsible for all employment-related decisions associated with the personnel for your franchised business, including hiring, firing, scheduling and compensation. Nothing in the franchise agreement or the development agreement is intended, or may be construed to, establish or create any kind of employer-employee or joint employer relationship between us, and you (and your personnel).

**ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer for sale and sell, only those approved services and products, and deal only with those approved suppliers, that we authorize or require. Failure to comply may result in termination of your franchise agreement. We may supplement, revise and/or modify our approved services and products as we deem appropriate. These changes will be outlined in our manual or otherwise provided in writing, and there are no contractual limitations on our right to make these types of changes.

If we discontinue any approved service or product, then you must cease offering or selling such service or product within a reasonable time, unless such service or product represents a health or safety hazard (in which case you must immediately comply upon receipt of notice from us). You may not use the storage facility for any other business purpose other than the franchised business.

You may not advertise, offer for sale, or sell any services or products we have not authorized. We may change the type of authorized services or products at any time in our discretion. You agree to promptly undertake all changes as we periodically require, without limit.

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



You must offer, accept the use of, and ensure that you and your personnel are aware of current system policies and procedures related to member reciprocity among other Goldsainte locations.

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

**THE FRANCHISE RELATIONSHIP**

**Franchise Agreement (Goldsainte XL and Goldsainte Premium):**

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

<b>Provision</b>	<b>Section In Franchise or Other Agreement</b>	<b>Summary</b>
a. Length of franchise term	Section 3.1	5 years from the date you sign the franchise agreement, unless sooner terminated.
b. Renewal or extension of the term	Section 3.2	You have the option to extend the term for two consecutive 5-year periods.
c. Requirements for franchisee to renew or extend	Section 3.2	To qualify for a successor franchise, you must sign our then-current franchise agreement, which may contain terms that differ materially from those in the initial franchise agreement; renovate and refurbish your franchised business as necessary to comply with system standards (including acquiring new vehicles); 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 a renewal fee of 50% of the then-current initial franchise fee; give us no less than 90 days' and no more than 180 days' notice of your desire to acquire a renewal term; and sign a general release in substantially the form of Exhibit I to this Disclosure Document (subject to applicable state law).
d. Termination by franchisee	Not Applicable	Not applicable other than by applicable state law.

Provision	Section In Franchise or Other Agreement	Summary
e. Termination by franchisor without cause	Not Applicable	The franchise agreement does not provide for termination without cause.
f. Termination by franchisor with cause	Article 15	We may terminate the franchise agreement upon delivery of notice to you if you default under the terms of the franchise agreement, as further outlined below.
g. "Cause" defined-curable defaults	Sections 15.3, 15.4	You have 10 days to cure: failure to obtain or maintain required insurance coverage; failure to pay any amounts due to us; you fail to pay any amounts due to any suppliers; you violate any provision of the franchise agreement concerning the use and protection of the Marks. You have 30 days to cure: you fail to cure any other curable default under the franchise agreement within 30 days after we provide notice.
h. "Cause" defined-non-curable defaults	Sections 15.1, 15.2	The following events constitute non-curable defaults: you become insolvent or make a general assignment for the benefit of creditors; if a petition for bankruptcy is filed by you or against you; if you are dissolved; if a receiver is appointed over your business; if execution is levied against your business or property; if a proceeding to foreclose any lien or mortgage against the storage facility is filed; if you fail to successfully complete the initial training program; if you fail to open the franchised business within 6 months of signing the franchise agreement; if you abandon the franchised business; if you lose any license or permit required to operate the franchised business; if you lose the right to occupy the storage facility; if you are convicted of, or plead no contest to, a

Provision	Section In Franchise or Other Agreement	Summary
		<p>felony, a crime involving moral turpitude, or any other crime that we believe is likely to have an adverse effect on the system; there is a transfer or attempted transfer of the franchise in violation of the franchise agreement; if you fail to comply with the confidentiality or noncompete provisions; if you made a material misrepresentation in your franchise application; if you understate any payment to us by 2% or more, or understate any payment in any amount twice in any two-year period; if there is an imminent threat or danger to public health or safety; if you maintain false books or records or submit any false statements to us; if you offer unauthorized products or services from the franchised business; if you purchase items from an unapproved supplier; if you fail to pass two or more quality assurance inspections in any 12-month period; or if we deliver to you three or more written notices of default pursuant within any 12-month period.</p>

Provision	Section In Franchise or Other Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	Article 16	Stop operations of the franchised business; stop using the Marks and items bearing the Marks; assign any assumed name to us; de-identify the storage facility from any confusingly similar decoration, design; stop advertising as a Goldsainte franchisee; 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 the manual and other confidential information to us; return all signs to us; assign your telephone and facsimile numbers, electronic mail and internet addresses to us; assign us your storage facility lease; sell to us, at our option, all assets of the franchised business; and comply with the non-competition and non-interference covenants.
j. Assignment of contract by franchisor	Section 14.1	No restriction on our right to assign.
k. "Transfer" by franchisee-definition	Section 14.4	Voluntary, involuntary, direct or indirect assignment, sale, gift encumbrance, pledge, delegation or other disposition of your franchise agreement, your ownership interests in the franchisee entity, your franchised business or your assets.
l. Franchisor's approval of transfer by franchisee	Section 14.5	Our prior written consent is required.
m. Conditions for franchisor approval of transfer	Section 14.4	You provide request for written consent in writing and deliver a copy of the proposed transfer agreement at least 30 days before the proposed transfer; we determine that the terms of the transfer will not materially

Provision	Section In Franchise or Other Agreement	Summary
		<p>and adversely affect the post-transfer viability of the franchised business; the transferee meets our then-current standards for new franchisees; you have paid all outstanding obligations to us and any third-parties; you are in full compliance with your franchise agreement and any other agreement between you and us; you or the proposed transferee agrees to refurbish the storage facility, acquire any vehicles, equipment or other products we require to meet our then-current standards; you sign our then-current form of general release; you remain liable for all direct or indirect obligations of the franchised business that occur prior to the effective date of the transfer; you pay a transfer fee of up to \$10,000; transferee signs our then-current franchise agreement; the transferee signs our then-current form of guaranty agreement; and transferee complies with our then-current initial training program.</p>
<p>n. Franchisor’s right of first refusal to acquire franchisee’s business</p>	<p>Section 14.8</p>	<p>We have a right of refusal for any bona fide offer to acquire an interest in you, your franchise agreement and/or your franchised business.</p>
<p>o. Franchisor’s option to purchase franchisee’s business</p>	<p>Section 16.4</p>	<p>On termination, we may purchase any or all of the assets of your business equal to the lesser of (a) your costs for such assets less the cost of depreciation; or (b) fair market value, to be determined by a qualified independent third-party of our choosing.</p>

Provision	Section In Franchise or Other Agreement	Summary
p. Death or disability of franchisee	Sections 14.9, 15.5	All interests must be transferred within six months or such longer period as we designate. We have the option to immediately appoint a manager and commence operations of your franchised business on your behalf, in which case you will pay our reasonable costs and expenses or we have the option to terminate your franchise agreement.
q. Non-competition covenants during the term of the franchise	Article 13	You must not be involved in: (a) any competitive business; or (b) any business that offers or grants franchises/licenses, or establishes joint ventures, for the operation of a competing business. You must not attempt to divert, any customer or prospective customer to a competing business in any manner. A “competing business” is defined as any business or entity which franchises, licenses, or otherwise grants to others the right to operate any rideshare and/or carshare business, any rideshare and/or carshare marketing or consulting business, or any business offering the same products and services as we do.
r. Non-competition covenants after the franchise is terminated or expires	Article 13	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 two years following the expiration or termination of your franchise agreement and apply: (a) within the designated territory; (b) within a 50-mile radius of the designated territory; or (c) within a 50-mile radius of any other Goldsainte XL or Goldsainte Premium location in existence or under development at the time of such expiration/termination.

Provision	Section In Franchise or Other Agreement	Summary
s. Modification of the agreement	Section 18.9	The Franchise Agreement can be modified only by written agreement between us and you. We may modify the manual and system standards.
t. Integration/merger clause	Section 18.9	Only the terms of the franchise agreement are binding. However, nothing in the franchise agreement is intended to disclaim or require you to waive reliance on any representation made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Article 17	You must first submit all disputes and controversies arising under the franchise agreement to our management and make every effort to resolve the disputes internally. At our option, all claims or disputes arising out of the franchise agreement must be submitted to non-binding mediation, which will take place at our then-current principal place of business (currently, Charlotte, NC) (subject to applicable state law). 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 at our then-current principal place of business (currently, Charlotte, NC (subject to state law)).



<b>Provision</b>	<b>Section In Franchise or Other Agreement</b>	<b>Summary</b>
v. Choice of forum	Section 17.6	Subject to the arbitration requirement, litigation must be brought in the court nearest to our current principal place of business (currently, Charlotte, NC) (subject to state law). However, we may seek injunctive relief in any court of competent jurisdiction.
w. Choice of law	Section 17.1	Except for the U.S. Trademark Act, the Federal Arbitration Act or other federal laws, and disputes involving non-competition covenants (which are governed by the law of the state in which your franchised business is located), North Carolina law applies (subject to state law).

#### **Area Development Agreement**

<b>Provision</b>	<b>Section In Franchise or Other Agreement</b>	<b>Summary</b>
a. Length of term of development agreement	Section 2.1, Attachment 1	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	Not Applicable	Not Applicable
c. Requirements for developer to renew or extend	Not Applicable	Not Applicable
d. Termination by developer	Not Applicable	Not Applicable

Provision	Section In Franchise or Other Agreement	Summary
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Article 7	We may terminate your development agreement with cause as described below.
g. "Cause" defined-curable defaults	Section 7.1.2	We may terminate your development agreement after providing notice and a 30-day cure period if you fail to comply with any provision of the development agreement, or a 10-day cure period if you fail to make any required payments to us.
h. "Cause" defined-non-curable defaults	Section 7.1.1	We may terminate your development agreement automatically upon written notice if you: materially misrepresent or omit any information in connection with your application for your development rights; 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 or 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 your franchised business is levied; the real or personal property of the franchised business is sold after being levied upon; you fail to satisfy the 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

Provision	Section In Franchise or Other Agreement	Summary
		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 development agreement on three separate occasions in any 12-consecutive month period.
i. Developer's obligations on termination/non-renewal	Section 7.1.4	Upon termination, all rights provided to you under the development agreement shall immediately cease and you must comply with all post-termination non-competition restrictions.
j. Assignment of contract by franchisor	Section 8.1	No restriction on our right to assign.
k. "Transfer" by developer-definition	Section 8.2	Voluntary, involuntary, direct or indirect assignment sale, gift encumbrance, pledge, delegation or other disposition of your franchise agreement, your ownership interests in the franchisee entity, your franchised business or your assets.
l. Franchisor's approval of transfer by developer	Section 8.2	Our prior written consent is required.
m. Conditions for franchisor approval of transfer	Section 8.3	You must not be in default of the development schedule; the prospective transferee must meet our then-current standards for franchisees and developers; you must pay us a transfer fee up to \$10,000; you must sign a general release; you and the transferee must sign our form of consent to transfer pursuant to which, among other things at our option, either (a) transferee agrees to execute our then-current form of area development agreement; or (b) the development

Provision	Section In Franchise or Other Agreement	Summary
		agreement is assigned to and assumed by the proposed transferee; no past due amounts owed to us; no outstanding default of the development agreement (or any other agreement with us); and the transfer must not be made separate and apart from the transfer to the same transferee of all franchise agreements that were signed pursuant to the development agreement.
n. Franchisor's right of first refusal to acquire developer's business	Section 8.4	We will have a right of refusal for any bona fide offer to purchase any interest in you, the development agreement, and/or your development rights.
o. Franchisor's option to purchase developer's business	Not Applicable	Not Applicable
p. Death or disability of developer	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Article 5	You will have the same noncompetition restrictions as provided under the franchise agreements(s) you sign pursuant to the development agreement.

Provision	Section In Franchise or Other Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Article 5	For two years after expiration/termination, you may not own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit, lease/sublease space to, provide services to, or have any interest in or involvement with, any other competing business: (a) within the designated territory; (b) within a 50-mile radius of the designated territory; or (c) within a 50-mile radius of any other Goldsainte XL or Goldsainte Premium location in existence or under development at the time of such expiration/termination.
s. Modification of the agreement	Section 12.7	Your development agreement may not be modified, except by a writing signed by both parties.
t. Integration/merger clause	Section 12.7	Only the terms of the development agreement are binding (subject to applicable state law) and may only be modified to the extent required by an appropriate court to make the development agreement enforceable. Any representations or promises outside of the Disclosure Document and other agreements may not be enforceable. Notwithstanding the foregoing, nothing in the development agreement or in any franchise agreement is intended to disclaim the express representations made in the Disclosure Document.

Provision	Section In Franchise or Other Agreement	Summary
u. Dispute resolution by arbitration or mediation	Article 11	You must first submit all disputes and controversies arising under the development agreement to our management and make every effort to resolve the disputes internally. At our option, all claims or disputes arising out of the development agreement must be submitted to non-binding mediation, which will take place at our then-current principal place of business (currently, Charlotte, NC) (subject to applicable state law). 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 at our then-current principal place of business (currently, Charlotte, NC (subject to state law)).
v. Choice of forum	Section 11.6	Subject to the arbitration requirement, litigation must be brought in the court nearest to our current principal place of business (currently, Charlotte, NC) (subject to state law). However, we may seek injunctive relief in any court of competent jurisdiction.
w. Choice of law	Section 11.1	Except for the U.S. Trademark Act, the Federal Arbitration Act or other federal laws, and disputes involving non-competition covenants (which are governed by the law of the state in which your franchised business is located), North Carolina law applies (subject to state law).

**ITEM 18. PUBLIC FIGURES**

We have paid the following public figures in the amounts provided below for the right to use their name in promoting the Goldsainte brand and the sale of franchises: (i) Chris Weidman (\$2,500 per content session); (ii) Anthony Smith (\$1,500 per content session); (iii) Marlanna Evans a/k/a Rapsody (unlimited content in exchange for rides); (iv) J. Alphonse Nicholson (\$1,500 per content session); (v) Frankie Page a/k/a Frankie Zombie (unlimited content in exchange for rides); (vi) Frankie Luvu (\$2,500 per content session). There are no expiration dates for these rights. None of these public figures manage or own an interest in Goldsainte.

**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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting [INSERT], the Federal Trade Commission, and the appropriate state regulatory agencies.

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**ITEM 20. OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**

<b>SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2021 TO 2023</b>				
<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised				
	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company-Owned				
	2021	0	0	0
	2022	0	0	0
	2023	0	1	1
Total Outlets				
	2021	0	0	0
	2022	0	0	0
	2023	0	1	1

**Table No. 2**

<b>TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2021 to 2023</b>		
<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Total	2021	0
	2022	0
	2023	0



**Table No. 3**

STATUS OF FRANCHISE OUTLETS FOR YEARS 2021 TO 2023								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

**Table No. 4**

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2021 TO 2023							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
NC							
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Total							
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1

**Table No. 5**

<b>PROJECTED OPENINGS AS OF DECEMBER 31, 2024</b>			
<b>State</b>	<b>Franchise Agreements Signed But Outlets Not Yet Opened</b>	<b>Projected New Franchised Outlets In The Next Fiscal Year</b>	<b>Projected New Company-Owned Outlets in the Next Fiscal Year</b>
CA	0	75	0
FL	0	75	0
TX	0	75	0
Total	0	225	0

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with Goldsainte. 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.

Currently we have no trademark-specific franchisee organization associated with the franchise system being offered.

**ITEM 21. FINANCIAL STATEMENTS**

**We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule or the Federal Trade Commission.**

Exhibit F contains our initial opening unaudited balance sheet. Our fiscal year end is December 31.

**ITEM 22. CONTRACTS**

Attached to this Disclosure Document are the following contracts:

- Exhibit A-1 – Franchise Agreement for Goldsainte XL
- Exhibit A-2 – Franchise Agreement for Goldsainte Premium
- Exhibit B – Area Development Agreement
- Exhibit H – Statement of Prospective Franchisee
- Exhibit I – Form of General Release

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.

**ITEM 23.    RECEIPTS**

Our copy and your copy of the Disclosure Document Receipts are located on the last 2 pages of this Disclosure Document.

[The remainder of this page is intentionally left blank.]

## EXHIBIT A TO THE DISCLOSURE DOCUMENT

### LIST OF STATE ADMINISTRATORS

The following is a list of state administrators responsible for registration and review of franchises for these states. We may register in one or more of these states.

#### California

Department of Corporations  
One Sansome Street, Suite 600  
San Francisco, California 94104

Commissioner of Corporations  
320 W. 4<sup>th</sup> Street, Suite 750  
Los Angeles, California 90013

Commissioner of Corporations  
1515 K. Street, Suite 200  
Sacramento, California 95814  
(866) 275-2677 Toll Free

#### Connecticut

Connecticut Banking Commissioner  
Department of Banking  
Securities & Business Investments Division  
260 Constitution Plaza  
Hartford, Connecticut 06103

#### Florida

Division of Consumer Services  
Attn: Business Opportunities  
2005 Apalachee Parkway  
Tallahassee, Florida 32399-6500

#### Hawaii

Commissioner of Securities  
Department of Commerce & Consumer Affairs  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

#### Illinois

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

#### Indiana

Indiana Secretary of State  
Securities Division  
302 West Washington Street, Room E-111  
Indianapolis, Indiana 46204

#### Kentucky

Office of the Attorney General  
Consumer Protection Division

Attn: Business Opportunity  
1024 Capital Center Drive  
Frankfort, Kentucky 40601-8204

#### Maine

Department of Professional and Financial Regulations  
Bureau of Banking  
Securities Division  
121 Statehouse Station  
Augusta, Maine 04333

#### Maryland

Office of the Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202

#### Michigan

Department of the Attorney General  
Consumer Protection Division, Franchise Section  
525 Ottawa Street  
G. Mennen Williams Building, 1st Floor  
Lansing, Michigan 48933

#### Minnesota

Minnesota Department of Commerce  
Commissioner of Commerce  
85 7<sup>th</sup> Place East, Suite 600  
St. Paul, Minnesota 55101

#### Nebraska

Nebraska Department of Banking and Finance  
Commerce Court  
1230 O Street, Suite 400  
Lincoln, Nebraska 68509

#### New York

Bureau of Investor Protection and Securities  
New York State Department of Law  
120 Broadway, 23<sup>rd</sup> Floor  
New York, New York 10271

#### North Carolina

Secretary of State  
Securities Division  
300 North Salisbury Street, Suite 100  
Raleigh, North Carolina 27603-5909

#### North Dakota

North Dakota Securities Department

**EXHIBIT A TO THE DISCLOSURE DOCUMENT (continued)**

600 East Boulevard Avenue  
State Capitol – 5<sup>th</sup> Floor  
Department 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

Wisconsin  
Division of Securities  
Department of Financial Institutions  
345 West Washington Avenue  
Madison, Wisconsin 53703

Rhode Island  
Department of Business Regulation  
John O. Pastore Complex  
1511 Pontiac Avenue  
Building 69, 1<sup>st</sup> Floor  
Cranston, Rhode Island 02920

South Carolina  
Office of the Secretary of State  
1205 Pendleton Street  
Edgar Brown Building, Suite 525  
Columbia, South Carolina 29201

South Dakota  
Department of Labor and Regulation  
Division of Securities  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501

Texas  
Office of the Secretary of State  
Statutory Document Section  
1019 Brazos Street  
Austin, Texas 78701

Utah  
Utah Department of Commerce  
Division of Consumer Protection  
160 East Three Hundred South  
P.O. Box 146704  
Salt Lake City, Utah 84114-6704

Virginia  
State Corporation Commission  
Division of Securities and Retail Franchising  
Tyler Building, 9<sup>th</sup> Floor  
1300 East Main Street  
Richmond, Virginia 23219  
(804) 371-9051

Washington  
Department of Financial Institutions  
Securities Division  
150 Israel Road Southwest  
Olympia, Washington 98501

## EXHIBIT B TO THE DISCLOSURE DOCUMENT

### LIST OF STATE AGENTS FOR SERVICE OF PROCESS

The following state agencies are designated as our agent for service of process in accordance with the applicable state laws. We may register in one or more of these states.

#### California

Department of Corporations  
One Sansome Street, Suite 600  
San Francisco, California 94104

Commissioner of Corporations  
320 W. 4th Street, Suite 750  
Los Angeles, California 90013

Commissioner of Corporations  
1515 K St., Suite 200  
Sacramento, California 95814  
(866) 275-2677

#### Connecticut

Connecticut Banking Commissioner  
Department of Banking  
Securities & Business Investments Division  
260 Constitution Plaza  
Hartford, Connecticut 06103

#### Hawaii

Commissioner of Securities  
Department of Commerce and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813

#### Illinois

Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706

#### Indiana

Indiana Secretary of State  
Securities Division  
302 West Washington Street, Room E-111  
Indianapolis, Indiana 46204

#### Maryland

Maryland Securities Commissioner  
Office of Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202

#### Michigan

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

#### Minnesota

Minnesota Department of Commerce  
Commissioner of Commerce  
85 7<sup>th</sup> Place East, Suite 600  
St. Paul, Minnesota 55101

#### New York

Secretary of the State of New York  
41 State Street  
Albany, New York 12231

#### North Dakota

North Dakota Securities Department  
State Capitol – 5<sup>th</sup> Floor  
600 East Boulevard  
Bismarck, North Dakota 58505-0510

#### Rhode Island

Director, Department of Business Regulation  
John O. Pastore Complex  
1511 Pontiac Avenue  
Building 69, 1<sup>st</sup> Floor  
Cranston, Rhode Island 02920

#### South Dakota

Department of Labor and Regulation  
Division of Securities  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501

#### Virginia

Clerk, State Corporation Commission  
Tyler Building, 1<sup>st</sup> Floor  
1300 East Main Street  
Richmond, Virginia 23219  
(804) 371-9733

#### Washington

Director, Department of Financial Institutions  
Securities Division  
150 Israel Road Southwest  
Olympia, Washington 98501

#### Wisconsin

Commissioner of Securities  
345 West Washington Street, 4<sup>th</sup> Floor  
Madison, Wisconsin 53703

**EXHIBIT C-1**  
**GOLDSAINTE XL FRANCHISE AGREEMENT**

**EXHIBIT C-2**

**GOLDSAINTE PREMIUM FRANCHISE AGREEMENT**



**EXHIBIT D**  
**AREA DEVELOPMENT AGREEMENT**

**EXHIBIT E**  
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**OF CONFIDENTIAL OPERATIONS MANUAL**

(The Confidential Operations Manual contains approximately 82 pages.)

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**EXHIBIT F**  
**GOLDSAINTE FRANCHISE, LLC**  
**FINANCIAL STATEMENTS**

**EXHIBIT G**  
**LIST OF CURRENT AND TERMINATED FRANCHISEES**

Because we are new to franchising, we do not have any franchisees to disclose.

**EXHIBIT H**  
**STATEMENT OF PROSPECTIVE FRANCHISEE**

**\*\*If the state franchise registration and disclosure laws of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin applies to you, then you are not required to complete this Statement.**

Since the prospective franchisee (“Franchisee,” “you,” or “your”) and Goldsainte Franchise, LLC (“Franchisor,” “us,” or “we”) both have an interest in making sure that no misunderstanding exists between them, and to verify that no violation of law might have occurred, and understanding that we are relying on statements you make in this disclosure, you assure to us as follows:

**The following dates and information are true and correct:**

1. The date on which you received the Franchise Disclosure Document: \_\_\_\_\_  
\_\_\_\_\_.
2. The date when you received a fully completed copy (other than signatures) of the Franchise Agreement, Area Development Agreement (if appropriate) and all other documents you later signed: \_\_\_\_\_.
3. The earliest date on which you signed the Franchise Agreement, Area Development Agreement or any other binding document (not including any letter or other acknowledgment of receipt): \_\_\_\_\_.
4. The earliest date on which you delivered cash, check or other consideration to us, or any other person or company: \_\_\_\_\_.

**Representations:**

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, Franchise Agreement, or any other written documents have been made to me 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 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 you and us, except as follows:

**EXHIBIT H TO THE DISCLOSURE DOCUMENT (continued)**

---

(If none, you should write NONE.)

Initials: \_\_\_\_\_

2. No oral, written or 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 by Franchisor, its affiliates or agents/representatives, nor have I relied in any way on such, except for information (if any) expressly set forth in Item 19 of the Disclosure Document.

Initials: \_\_\_\_\_

3. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including but not limited to, you obtaining any financing, your selection, purchase, lease or otherwise of a location, any operational matters or otherwise) or you fully performing any of your obligations, nor are you relying on us or any other entity to provide or arrange financing of any type, nor have you relied in any way on such, except as expressly set forth in the Franchise Agreement, Development Agreement (if appropriate) or a written Addendum thereto signed by you and us.

Initials: \_\_\_\_\_

4. The individuals signing for the Franchisee constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee and each of such individuals has received the Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Franchise Agreement, Development Agreement (as appropriate), each written Addendum and any Personal Guarantees.

Initials: \_\_\_\_\_

5. You 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

**EXHIBIT H TO THE DISCLOSURE DOCUMENT (continued)**

we strongly recommended that you obtain such independent professional advice. You have also been strongly advised by us to discuss your proposed purchase of, or investment in, a Goldsainte franchise with existing franchisees prior to signing any binding documents or paying any sums and you have been supplied with a list of existing Goldsainte franchise locations.

Initials: \_\_\_\_\_

6. You confirm that, as advised, you have spoken with past and/or existing Goldsainte franchisees, and that you made the decision as to which, and how, Goldsainte franchisees to speak with.

Initials: \_\_\_\_\_

7. You understand that: entry into any business venture necessarily involves some unavoidable risk of loss or failure, the purchase of a Goldsainte franchise (or any other) is a speculative investment, and 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 Goldsainte franchise, including the one to be operated by you, are your personal business, marketing, sales, management, judgment and other skills.

Initials: \_\_\_\_\_

8. If there are any matters inconsistent with the statements in this document, or if anyone has suggested that you sign this document without all of its statement being true, correct and complete, you will immediately inform Goldsainte Franchise, LLC and make a written statement regarding such next to your signature below so that we may address and resolve any such issue(s) at this time and before either party goes forward.

Initials: \_\_\_\_\_

9. You understand and agree that we do not furnish or endorse or authorize our 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 Disclosure Document (or an



**EXHIBIT H TO THE DISCLOSURE DOCUMENT (continued)**

exhibit referred to therein) is not reliable and that you 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.

Initials: \_\_\_\_\_

You understand agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

NOTE: If any California franchisees completes this Statement of Prospective Franchisee, we will destroy, disregard and will not rely on such statement.

**FRANCHISOR:**  
**Goldsainte Franchise, LLC**  
a North Carolina limited liability company

**FRANCHISEE:**  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

**Effective Date:** \_\_\_\_\_

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

**EXHIBIT I**  
**STANDARD FORM OF GENERAL RELEASE OF ALL CLAIMS**

## GENERAL RELEASE OF ALL CLAIMS

\_\_\_\_\_ (“Franchisee”) and \_\_\_\_\_, an individual (“Guarantor”) enter into this General Release on \_\_\_\_\_, with reference to the following:

1. On \_\_\_\_\_, Goldsainte Franchise, LLC (“Franchisor”) and Franchisee entered into a 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 parent 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.
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 and 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 on each of the parties to this General Release and their respective heirs, executors, administrators, personal representatives, successors and assigns.

[Signature Page to Follow]

**FRANCHISEE:**

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

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

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

**GUARANTOR:**

\_\_\_\_\_, AS INDIVIDUAL

**EXHIBIT J**  
**MULTI-STATE ADDENDA**

**ADDENDUM TO THE  
GOLDSAINTE FRANCHISE, LLC  
FRANCHISE DISCLOSURE DOCUMENT**

**FOR THE STATE OF CALIFORNIA**

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 Corporations 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.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

Neither the franchisor, any person or franchise broker in ITEM 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in the association or exchange.

3. ITEM 17 of the Disclosure Document is amended to add the following:

- The California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
- The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.
- The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.
- The Franchise Agreement requires application of the laws of a state other than the State of California. This provision might not be enforceable under California law.
- The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in ITEM 17 with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult 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 restricting venue to a forum outside the State of California.
- The following URL address is for the franchisor's website:

[info@goldsainte.com](mailto:info@goldsainte.com)

FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT [www.corp.ca.gov](http://www.corp.ca.gov).

### **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:

<b>State</b>	<b>Effective Date</b>
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

## Receipt

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If Goldsainte Franchise, LLC offers you a franchise, Goldsainte Franchise, LLC must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale unless otherwise stated in your state's addendum. If Goldsainte Franchise, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A.

The following are the names, principal business addresses, and telephone numbers of each franchise seller offering the franchise: Andre Powell \_\_\_\_\_  
Noah Yates \_\_\_\_\_

The issuance date of this Disclosure Document is February 7, 2024.

Our Agents for Service of Process are listed in Exhibit B.

I have received a Franchise Disclosure Document dated [insert], including the following exhibits:

- A. List of State Administrators
- B. List of State Agents for Service of Process
- C. Franchise Agreement
- D. Area Development Agreement
- E. Table of Contents to the Confidential Operations Manual
- F. Financial Statements
- G. List of Current and Terminated Franchisees
- H. Statement of Prospective Franchisee
- I. General Release of All Claims
- J. Multi-State Addenda

Please sign and print your name below, date and return one copy of this receipt to Goldsainte Franchise, LLC and keep the other for your records.

\_\_\_\_\_  
Date of Receipt

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Return to:

(Individually or as an officer, member or partner of)

Goldsainte Franchise, LLC

\_\_\_\_\_  
(Name of corporation, limited liability company or partnership)

a \_\_\_\_\_ corporation  
(State of incorporation)

a \_\_\_\_\_ limited liability company  
(State of organization)

a \_\_\_\_\_ partnership  
(State where partnership formed)



## Receipt

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(Individually or as an officer, member or partner of)

Goldsainte Franchise, LLC

\_\_\_\_\_  
(Name of corporation, limited liability company or partnership)  
a \_\_\_\_\_ corporation  
(State of incorporation)  
a \_\_\_\_\_ limited liability company  
(State of organization)  
a \_\_\_\_\_ partnership  
(State where partnership formed)