FRANCHISE DISCLOSURE DOCUMENT

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MW Franchise Holdings International, LLC offers franchises for the operation of boxing fitness studios under the name *Mayweather Boxing + Fitness*™ featuring boxing and functional-training workout programs, virtual reality training and personal training. The proprietary system combines high-intensity workout routines with strength training and a digital fitness monitoring platform to track members' performance.

The total investment necessary to begin operation of a new studio ranges from $299,900 to $595,700. This includes $210,500 to $294,500 that must be paid to the franchisor or its affiliates. If you sign a Development Rights Rider, then, in addition to the total investment necessary to begin operation of your first studio, you must pay a development fee at the time you sign the Development Rights Rider equal to $29,500 multiplied by the number of additional studios to be developed. We expect the Development Rights Rider to cover between 2 and 10 studios. The total investment necessary to begin operating under a Development Rights Rider is $329,400 to $861,200. This includes $240,000 to $560,000 that 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 the disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any 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.**

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

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

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

Issuance Date: April 28, 2023

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G or H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit I includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Mayweather Boxing + Fitness business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Mayweather Boxing + Fitness franchisee?	Item 20 or Exhibit G and Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in the 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 asimilar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Texas. 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 Texas than in your own state.

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

3. **Inventory Control.** You must maintain inventory levels of which 25% must be current products automatically shipped to you and debited from your account. Your inability to maintain designated inventory levels may result in termination of your franchise and loss of your investment.

4. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

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 & AFFILIATES

Franchisor

The franchisor is MW Franchise Holdings International, LLC. For ease of reference, in this Disclosure Document, the franchisor is referred to as "**we**," "**us**," "**our**," or "**Franchisor**" and the person or entity who buys the franchise is referred to as "**you**," "**your**," or "**Franchisee**." If you are a corporation, limited liability company, partnership or other entity, certain provisions of the Franchise Agreement also apply to your shareholders, members, partners or owners. Any such entity may be referred to as an "**Entity**" and those who own the Entity may be referred to as "**Owners**."

We are a Delaware limited liability company, organized on April 16, 2018. We conduct business under our company name and under the trademarks and service marks Mayweather Boxing + Fitness™ and related trademarks, service marks and commercial symbols identified in Item 13 (the "**Marks**"). Our principal business address is 7700 Windrose Avenue, #G300 Plano, Texas 75024. In this Disclosure Document we refer to the studio and the business operated under our Franchise Agreement as the "**Studio**", the "**Business**" or the "**Franchised Business**."

We began offering franchises for Studios on May 29, 2018. We do not conduct other business activities and we have never offered franchises in any other line of business. We also do not operate any Studios.

Our Parent, Predecessors and Affiliates

We do not have any predecessors. Our parent company is MW Fitness Holdings, LLC ("**MWFH**"). Its principal business address is the same as ours.

Our affiliate MW Fitness Distribution, LLC's ("**MW Distribution**") principal business address is the same as ours. Prior to January 31, 2019, MW Distribution was named MWF International Holdings, LLC. MW Distribution's principal business address is the same as ours. MW Distribution performs supply chain management services for the Mayweather Boxing + Fitness system, including supplying our franchisees with all boxing gloves, hand wraps, heart rate monitors, heart rate straps, resistance bands, apparel, equipment (including audio and visual equipment), graphics, furnishings, fixtures, floor coverings and technology, and other products and equipment that we authorize periodically.

Our affiliate MW Merchandising, LLC's principal business address is the same as ours. It supplies branded apparel and merchandise to the general public and may supply the same apparel and merchandise to our franchisees for resale.

Our affiliate MW Fitness Management, LLC's ("**MW Management**") principal business address is the same as ours. It may provide franchisees with management services.

Our affiliate MW Fitness Canada, LLC's principal business address is the same as ours. It is authorized to offer and sell franchises under the Mayweather Boxing + Fitness™ brand in Canada.

Our affiliate MW International Franchising, LLC's principal business address is the same as ours. MW International Franchising, LLC is authorized to offer and sell franchises under the Mayweather Boxing + Fitness™ brand in all countries other than the United States and Canada.

Our affiliate MW Fitness Technology LLC's ("**MW Technology**") principal business address is the same as ours. MW Technology currently provides certain technology services to the Mayweather Boxing + Fitness system and also engages in development of technology solutions.

Our affiliate MW Media, LLC's principal business address is the same as ours. MW Media, LLC currently conducts sponsorship and promotional activities related to the Mayweather Boxing + Fitness brand.

Our affiliate MW Operations, LLC's ("**MW Operations**") principal business address is the same as ours. MW Operations periodically performs management services for certain franchised Mayweather Boxing + Fitness studios and is the parent company of MBF CI, LLC, MBF CII, LLC and KH C I, LLC, each of which periodically owns and operations Studios or KickHouse Studios (as defined below).

Our affiliate Kickhouse Franchise Holdings, LLC's ("**Kickhouse**") principal business address is 7700 Windrose Ave #G300, Plano, TX 75024. Kickhouse offers franchises for KickHouse™ studios that offer classes in a specially designed kickboxing format (each, a "**KickHouse Studio**"). KickHouse began offering franchises for KickHouse Studios in September 2022. Kickhouse's parent company, KickHouse Holdings, LLC (f/k/a KickHouse Fitness LLC) ("**KickHouse Holdings**") became a subsidiary of MWFH in September 2022. KickHouse Holdings offered franchises for KickHouse Studios from October 2020 until April 2023. As of March 31, 2023, there are 22 franchised KickHouse Studios operating in the United States. MW Operations' wholly-owned subsidiary, KHCI, LLC, operates one KickHouse Studio in McKinney, Texas. Neither KickHouse, KickHouse Holdings, or MW Operations operates any other KickHouse Studios.

Except as described above as it relates to KickHouse, neither our parent nor any of our affiliates have ever offered franchises in any line of business and, with exception of our affiliates described above or identified in Item 20, none of them operate Studios.

Our agents for service of process are listed at Exhibit B.

The Franchise

We offer franchises to qualified individuals and entities to develop and operate Studios using the Mayweather Boxing + Fitness studio business system, business formats, designs, layouts, trade dress, and Marks, all of which we and our affiliates may improve, further develop and otherwise modify periodically (the "**System**"). Studios operate as boutique fitness studios identified by a black, grey, gold and white color scheme and contemporary design and trade dress, offering members access to programming, class content and equipment incorporating boxing and fitness methods, strategies and techniques and our proprietary "Mayweather Mindset" based on Floyd Mayweather's personal mottos, habits and motivational mantras from his 50 winning championship bouts, and one-on-one personal training sessions. Studios also offer ancillary

merchandise related to the Mayweather Boxing + Fitness concept, including boxing accessories and athletic apparel. The System is marketed to customers of all ages above 13 but targets adults between the ages of 18-60. While franchisees may periodically be permitted to participate in certain virtual, web-based or mobile application platforms, the Franchised Business described in this Disclosure Document is for a physical location at which products and services are provided to customers on-site inside the Studio.

All Studios are constructed to our specifications as to size, layout, décor and design. The distinguishing characteristics of the System include Studio designs, layouts, and identifying color schemes, décor, lighting, playlists and programming that comprise our class experience, specifications for equipment, inventory, merchandise and accessories; website or series of websites for the promotion of the brand and the Studios; relationships with vendors; our software, computer programs and technology solutions; reservation system and procedures, including our member booking mobile application (the "**Mobile Booking App**"); any boxing and fitness programs, classes, content and methods that we have developed or may develop (including all experiential features related thereto – e.g., lighting, music, intervals); training programs, operating procedures, customer service standards, business methods and marketing techniques and strategies; and our business methods, procedures, policies, standards, specifications, rules and requirements (the "**Brand Standards**") set out in our Brand Standards manual (the "**Manual**," as further described in Item 11) and otherwise in writing. We may modify, add to, discontinue and further develop the elements of the System periodically.

If you are granted a Franchise, you will sign our standard franchise agreement ("**Franchise Agreement**") for the development and operation of a single Studio within a protected territory. Our Franchise Agreement is attached to this Disclosure Document at Exhibit A. Under the Franchise Agreement, you have no right to use the Marks or the System at any location other than the site we approve for your Studio or in any channel of distribution (including without limitation wholesale and e-commerce) except the operation of the Studio at the approved site.

We also grant rights to qualified applicants to develop multiple Studios within a defined area over a specific time period, or according to a pre-determined development schedule, under the terms of our Development Rights Rider that is attached to this Disclosure Document at Exhibit F.

You will operate a Studio as an independent business unit and offer and provide products, merchandise, programs and services that we designate (and only those products, programs, merchandise and services that we designate) to the general public under the terms and conditions contained in the Franchise Agreement and the Manual.

Market and Competition

The market for boxing fitness studios is developed and competitive. Your competition will include local and national fitness centers and health clubs operated by national chains, local chains and independent operators and, to some extent, athletic and recreational programs, not-for-profit organizations, personal trainers and other fitness-related businesses offering fitness, health and well-being services in all formats, including in-studio, mobile and at-home media. Depending upon your Studio's location and demographics, certain high and low seasons may exist. The success of your Studio will depend on various factors, including local labor conditions and wage rates, local costs of marketing and advertising, the availability of real estate meeting our site

selection criteria, the demographics of residents and competition in the area where your Studio is located, and the marketing, management and selling skills that you and your management personnel possess.

Industry-Specific Laws and Regulations

You must comply with laws and regulations that apply to businesses generally, such as workers' compensation, OSHA and the American with Disabilities Act. In addition, you must comply with laws and regulations applicable to fitness facilities and health clubs, which may include laws and regulations requiring training to use and maintain safety equipment such as automated external defibrillators; requiring training and certification in cardio pulmonary resuscitation (CPR); if we elect to include food, beverages or nutritional supplements in the System in the future, requiring maintenance of licenses or permits pertaining to such food, beverages and/or nutritional supplements at your Studio and limiting the food, beverage and/or nutritional supplements that your Studio can sell; requiring disclosures and health warnings for weight loss programs, medical claims related to nutritional products, and other FDA-regulated products; requiring postings concerning steroids and other drug use; requiring certain medical equipment in the facility; requiring registration of the facility; requiring bonds if a facility sells memberships valid for more than a specified time period; requiring facility owners to deposit into escrow certain amounts collected from members before the facility opens "presale" memberships); imposing other restrictions on memberships that facilities sell and related fees; requiring specific financial disclosures to customers; and requiring compliance with other consumer protection requirements.

Federal, state and local governmental laws, ordinances and regulations periodically change. It will be your responsibility to ascertain and comply with all federal, state and local governmental requirements in your jurisdiction. We do not assume any responsibility for advising you on these regulatory matters. You should consult with your attorney about laws, ordinances and regulations that may affect your Studio.

ITEM 2
BUSINESS EXPERIENCE

President: James Williams. James Williams is the co-founder of the Mayweather Boxing + Fitness™ concept. James has served as our President since our inception in January 2018 and from January 2017 to present, he has also been serving as President of our parent company, MWFH. Previously, James was a Principal of Ivy Venture Partners, from January 2013 to March 2020, where he developed and scaled multiple successful celebrity ventures. James is based in Los Angeles, California.

Chief Operating Officer and Senior Vice President of Finance: Bryan Diaz. Bryan Diaz has served as Chief Operating Officer for us and for MW Fitness Management since October 2022 and Senior Vice President of Finance for us and for MW Management since February 2022. Previously, he served as our Vice President of Finance from April 2021 until February 2022. From June 2018 to March of 2021, he served as Director of Finance for us and MWFH. From 2014 to 2019, Bryan served as a financial and business operations consultant for boutique health & fitness brands, Unscared, Inc and XPTLife, LLC. Bryan is based in San Antonio, Texas.

Chief Marketing Officer: Dawn Weiss. Dawn Weis has served as Chief Marketing Officer for us and for MW Fitness Management since January 2023. Dawn also has served as Chief Marketing Officer for KickHouse since January 2023. She previously served as Chief Marketing Officer for STRIDE, Row House and CycleBar under the Xponential Fitness portfolio of brands in Irvine, California from August 2020 until January 2023. She served as Chief Marketing Officer for GYMGUYZ in Plainview, New York from January 2018 until August 2019, and owned Markonnect in Phoenix Arizona from March 2014 until March 2021. Dawn is based in Phoenix, Arizona.

Chief Development Officer: Ryan Reeves. Ryan Reeves has served as Chief Development Officer for us and MW Management since February 2023. He also has served as Chief Development Officer for KickHouse since February 2023. He was the Vice President of Franchise Development for Boston's Pizza in Dallas, Texas from October 2018 until March 2023, and the Vice President of Franchise Sales for SpeedPro Imaging in Centennial, Colorado from October 2016 until October 2018. Ryan is based in Dallas, Texas.

ITEM 3
LITIGATION

In the Matter of MW Franchise Holdings International, LLC dba Mayweather Boxing + Fitness, Case No. 2022-0200. As a result of an investigation into our franchise related activities, the Maryland Securities Commissioner (the "**Commissioner**") concluded that grounds existed to allege that we violated the registration provisions of the Maryland Franchise Law in connection with two franchise sales to Maryland residents in October 2019 and May 2021, at times when we were not effectively registered to sell franchises to Maryland residents. On March 7, 2023, we and the Commissioner entered into a consent order whereby we, without admitting or denying any violation of law, agreed to: (a) complete registration of our franchise offering in Maryland; and (b) offer the two franchisees in question the right to rescind their respective franchise agreements.

Other than the above action, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

The initial franchise fee for a single Studio is $49,500. It is paid in a lump sum upon signing the Franchise Agreement and is uniform (other than in the case of a Veteran's discount, described below) and nonrefundable.

We currently discount the initial franchise fee by 20% for United States Veterans who have been honorably discharged and/or their spouses. This discount is applied once in connection with a Veteran's or Veteran's spouse's purchase of the initial Studio.

Within 30 days after you sign the Franchise Agreement, you must pay us or our affiliate (currently, MW Distribution) $36,000 for a "**Presale Success Kit.**" The Presale Success Kit currently includes branded merchandise, apparel and products for resale to members, a branded pop-up tent and marketing materials for your use when selling memberships for the Studio before it opens.

Within 5 days following the date you sign a lease for the Studio you must pay us or our affiliate (currently, MW Distribution) either $115,000, $136,500 or $149,000 for a "**Mayweather Walkout Pack**," which currently includes certain furniture, fixtures and equipment for the Studio, including audio visual equipment, interior graphics, as well as freight and installation and estimated taxes. Studios that will accommodate 16-person classes will purchase the smaller Mayweather Walkout Pack for $115,000, Studios that will accommodate 24-person classes will purchase the Mayweather Walkout Pack for $136,500, and Studios that will accommodate 32-person classes will purchase the larger Mayweather Walkout Pack for $149,000. The Mayweather Walkout Pack does not include Floor Coverings (defined below), lighting, interior/exterior graphics or signage. The amount paid for the Mayweather Walkout Pack is an estimate of the total cost of the Mayweather Walkout Pack, which may increase or decrease at the time of delivery and installation based upon market volatility, price adjustments from our suppliers and/or modifications to the Brand Standards for the design and equipment to be used in the Studio (provided that no such increase will exceed 20% of the initial invoiced amount of the Mayweather Walkout Pack) as well as the definitive sales tax that will be determined upon issuing the shipping invoice.

If you sell branded merchandise, apparel and/or products from the Presale Success Kit before the Studio opens, then you must purchase from us or our affiliate inventory of "**Grand Opening Products**" consisting of additional inventory of the items you sold from the Presale Success Kit before the Studio's grand opening so that you have a complete stock of inventory when the Studio opens. You will not be required to spend more than $20,000 on Grand Opening Products.

Payments for the Mayweather Walkout Pack, the Presale Success Kit and Grand Opening Products are nonrefundable and, other than as described above, uniform.

Upon submission of the necessary permits for your Studio to the applicable governmental authority, you must also pay us or our affiliate between $10,000 to $40,000 for "**Floor Coverings**" for your Studio. The costs for Floor Coverings will vary depending on the size and layout of your Studio. The costs for the Floor Coverings are nonrefundable.

We may offer you the option to sign our Development Rights Rider to the Franchise Agreement, which is attached to this Disclosure Document at Exhibit F, if you commit to develop two or more Studios in an area. We currently charge a "**Development Fee**" that you must pay in full when you sign the Development Rights Rider. If you sign the Development Rights Rider together with a new Franchise Agreement for a new Studio (whether you are a new or existing

franchisee), the Development Fee due equals the corresponding initial franchise fee for the Studio covered by that Franchise Agreement plus a non-refundable deposit of $29,500 for each additional Studio to be developed. (For example, if you sign a Development Rights Rider for development of two Studios in connection with signing the Franchise Agreement attached to this Disclosure Document, then you would pay a Development Fee equal to $79,000 ($49,500 for the initial franchise fee for the first Studio plus $29,500 for the second Studio). If you sign the Development Rights Rider to attach to an existing Franchise Agreement (that is, you are an existing franchisee), the Development Fee of $29,500 is due for each additional Studio you agree to develop and open. In both situations, there will be an amount due of $10,000 to pay the balance of the discounted initial franchise fee of $39,500, which is due upon signing our then-current Franchise Agreement for each such Studio. In addition, your royalty fee for each franchise you purchase under a Development Rights Rider will be the same as the amounts stated in the Franchise Agreement to which the Development Rights Rider is attached. We and you will determine the number of Studios you must develop, and the dates by which you must develop them, before signing the Development Rights Rider. We expect the Development Rights Rider to cover between 2 and 10 Studios. If you fail to develop and open Studios in accordance with the schedule described in the Development Rights Rider, you may not be eligible to receive the discounted initial franchise fee for the remaining Studios that you develop under the Development Rights Rider, and in such case, you will pay the balance of the then-current initial franchise fee in connection with signing each Franchise Agreement.

We offer a program for franchisees to receive a flat "**referral fee**" of a $5,000 merchandise credit for referring a third-party franchisee prospect to us, who ultimately becomes a first time Mayweather Boxing + Fitness™ franchisee. The referral fee is capped at $5,000 for each such referral, regardless of how many Studios the referral agrees to develop or establishes over time. You will only be authorized to identify the prospect to our company franchise sales staff before the prospect signs its first Franchise Agreement. We retain the right in our sole discretion to modify or terminate this referral program at any time with or without notice.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	7% of monthly Gross Revenue	Due by the 5th day of each month for the previous month.	See Note 1
Brand Fund Contribution	1% of monthly Gross Revenue	Due by the 5th day of each month for the previous month.	We may increase the Brand Fund Contribution upon 90 days' notice to you. However, your total contribution will not exceed 3% of monthly Gross Revenue. See Note 2 and Item 11
Local Advertising	$3,000 per month after the date your Studio opens for business to the public	Due by the 5th day of each month for the previous month.	See Item 11

Type of Fee	Amount	Due Date	Remarks
Interest and Late Charges	1.5% per month or maximum rate allowed by law, plus $100 administrative fee for each payment not made to us or our affiliate when due	After due date of fees.	See Note 3
Additional Training	$250 per person per day or costs of third-party charges.	At time training is scheduled and/or additional assistance is requested by you.	The initial franchise fee includes participation in our initial franchisee training program for up to 3 of your owners or management personnel and training for your Studio Manager. We may require you to pay this fee
			if you request to send additional people to initial training and in connection with replacing management personnel. See Item 11.
Inspection Fees	If your Studio fails an inspection, you must pay the actual costs of the first follow-up inspection, including our daily charges (including wages) and travel-related expenses ("**TRE**"); we may charge you a fee of $2,500 for the second and each follow-up inspection we make and for each inspection you request	As incurred	In the case of our personnel, TRE includes coach or economy airfare, local transportation (including airport transfers), accommodations in a facility subject to our approval, meals, and a daily allowance upon which we and you agree for reasonable miscellaneous expenses.
Audit Expenses	Cost of Audit Fees plus interest at 18% per annum (1.5% per month) up to the maximum interest allowed by law	Ten days after receipt of audit report.	Payable only if you understate Gross Revenue by 2% or more. We expect the cost to be between $3,500- $6,500 unless your financial records are not well kept.

Costs and Attorneys' Fees	Will vary under circumstances	As Incurred	Payable as incurred by us in obtaining injunctive relief or the enforcement of any item of the Franchise Agreement.
Indemnification	Will vary under circumstances	On Demand	See Note 4
Technology Fee	Currently $950 per month, but could increase as costs increase	Monthly	Payable to us, our affiliates and/or approved vendors. See Note 5
Products and Services Purchases	Varies depending on products and services you buy from us or our affiliates based on the speed with which you deplete retail inventory (currently, an average of approximately	As incurred	See Note 6
	$2,000 - $2,500 per month)		
Heart Rate Monitoring System Subscription	Currently $79 per month but could increase as costs increase	Monthly	Use of the heart rate monitoring system is optional; subscription fees are paid only if you elect to access and use the heart rate monitoring system
Non-Compliance Fee	$1,000 per notice of violation	10 days after notice of violation	We may assess a Non-Compliance Fee for your non-compliance with the Franchise Agreement and/or standards. This is in addition to any other remedies at our disposal. See Note 7

Liquidated Damages	The product of the lesser of 24 and the number of months remaining in the Term, multiplied by the average monthly Royalty Fees and Brand Fund contributions that were due and payable to us during the 12 months before the termination (or, if the Studio has been open for fewer than 12 months or has not yet opened, the systemwide average monthly Royalty Fee based on the 12 full calendar months preceding the date of termination of the Franchise Agreement)	As incurred	Payable if we terminate the Franchise Agreement for cause, or if you terminate this Agreement without cause, before the Term's scheduled expiration date. See Item 17
Renewal Fee	50% of then-current initial franchise fee	Upon renewal of the Franchise Agreement	None.
Transfer Fee	For a non-controlling interest, $5,000; $25,000 when you transfer a controlling interest; $12,500 when transfer of controlling	As incurred	When consent to transfer is signed by you, the transferee and us.
	interest is among existing owners of the Franchise		

Temporary Management	Not to exceed 6% of the Studio's Gross Revenue plus TRE	On Demand	If you abandon or fail to actively operate the Studio or fail to remedy any noncompliance with the Franchise Agreement or any Brand Standard within the applicable cure period, upon the death or disability of your Managing Owner, if you fail to maintain a Studio Manager that meets our Brand Standards, following termination or expiration of the Franchise Agreement while we are deciding whether to exercise our right to purchase the Studio, or upon your request and our consent to such request.
Conference Fee	Not to exceed $500 per person plus TRE	As Incurred	Payable to third parties and us.
Music Licensing Fees	Varies depending on programming selected and number of licenses required at your Studio (currently, $1,800 - $2,200 annually)	Monthly upon invoice	We collect the license fee on behalf of our designated music providers and pay such collected license fees to the music providers directly.

All fees described in this Item 6 are payable to us or our affiliates, are uniformly applied to new franchisees, and non-refundable. However, in some instances that we consider appropriate, we may waive some or all of these fees for particular franchisees. There are currently no franchisee advertising cooperatives in the Mayweather Boxing + Fitness network.

Note 1: The term "**Gross Revenue**" means all revenue accrued from the performance of services and sales of all products, merchandise and equipment (for example, boxing gloves and any other products, merchandise and equipment we may require and authorize you to sell in the future) in, at, upon, about, through or from the Studio, whether for cash or credit and regardless of collection in the case of credit, and income of every kind and nature related to the Studio. This includes all membership-related programs and/or fees (such as initiation fees, enrollment fees, processing fees, paid-in-full fees, renewal fees, monthly dues, annual membership fees and all revenues generated and derived during any presale membership programs) regardless of the amount you collect for such membership-related programs and fees. Gross Revenue also includes fair market value for any service or product (including any type of equipment) you receive in barter or exchange for its services and products, the retail value of any discounted and/or complimentary (free) services (including membership packages) or products given to members in addition to all insurance proceeds and/or condemnation awards for loss of sales, profits or business. However, Gross Revenue does not include: (i) service fees for credit card transactions; (ii) revenues from any sales taxes or other add on taxes collected from members by you and transmitted to the appropriate taxing authority; (iii) gratuities paid by members to your employees; and (iv) the amount of cash refunds you in good faith provide to members. Gross Revenue also includes the sale of services (such as membership packages, personal training sessions and group workout classes and events) and the sale and delivery of products and equipment (for example, boxing gloves, merchandise and other products and equipment) conducted off-premises.

The obligation to pay the Royalty Fee begins immediately once you start collecting membership fees or when your Studio is open for operation (whichever comes first). The Royalty is due and payable monthly on the 5th day of each month. We may change the time and manner of payment upon written notice to you.

Note 2: You must pay us a Brand Fund contribution equal to 1% of your monthly Gross Revenue as defined in the Franchise Agreement and Note 1 above. The Brand Fund contribution is collected by us and all Brand Fund contributions are non-refundable. The payment of the Brand Fund contribution begins at the same time and under the same terms as the Royalty Fee (as described in Note 1) and is due on the 5th day of each month, then continues for the term of your Franchise.

Note 3: Interest and late charges begin to accrue from the due date of payment. You must also pay any damages, expenses, collection costs and reasonable attorney fees we incur when you do not make the required payments, provided no interest shall exceed the maximum legal rate.

Note 4: You must protect, defend, indemnify and hold us harmless against any claims, lawsuits or losses arising out of your operation of the Franchised Business or breach of the Franchise Agreement or any other agreement related to your operation of the Franchised Business. If you default under the Franchise Agreement and we engage an attorney for collection or enforcement, you must pay all our damages and costs to the extent permitted by law. All indemnification costs are payable only to us and collected only by us. Indemnification costs will vary depending on the

amount of damages, and attorneys' fees that we incur to collect any amounts due and owing by you according to the Franchise Agreement, or to enforce the terms of the Franchise Agreement. (Franchise Agreement, Section 20.E).

Note 5: You must pay to us or our affiliate the Technology Fee each month for various technology products and services that we will provide or arrange for third parties to provide, which may include, among other things, content management software, data analytics platform use, mobile application platform, and virtual reality technology. The Technology Fee is collected by us or our affiliate and all Technology Fees are non-refundable. The payment of the Technology Fee begins at the same time and under the same terms as the Royalty Fee (as described in Note 1) and is due on the 5th day of each month, then continues for the term of your Franchise Agreement. The Technology Fee may be changed in response to any changes from our affiliate, any change in laws or regulations, increase in the United States Consumer Price Index, if more functionality or features become available or if we or believe that the conditions in the overall economy or in the market for such technology products and services warrant any change in fees. We will provide at least 90 days advance notice to you of any change in the Technology Fee.

We may modify the provided technology periodically and require you to pay us fees associated with any software license or software maintenance agreements that we or our designated licensor or vendor require, and we reserve the right to markup third-party access, license and usage fees in our discretion, but in accordance with prevailing market rates, on account of our management of such third-party relationships. The Technology Fee does not include all licenses that you will be required to purchase in connection with the operation of your Studio (e.g., point of sale/customer relationship management software, digital content software, performance tracking software, accounting software, music licensing, data analytics tools), each of which you will pay directly to the applicable vendors. If you elect to use our approved heart rate monitoring system in the operation of your Studio, the Technology Fee will be increased by the then-current subscription fee charged by our approved provider of such heart rate monitoring system and software.

Note 6: You must buy certain products and services from us or our affiliates, from designated or approved distributors and suppliers, or according to our standards and specifications. If we or our affiliates sell products or services to you during the franchise term that are not already addressed in this Item 6 – and there currently are none – we or our affiliates will provide advance notice of the applicable prices. If you request to use alternate products or services or obtain products or services from an alternate supplier, you must comply with our process for evaluating alternative products, services and suppliers set forth in the Manual and reimburse us for all costs and expenses incurred by us in completing such evaluation.

Note 7: We reserve the right to require Franchisee to pay to us a "**Non-Compliance Fee**" upon failure to comply with any provision of this Franchise Agreement, the Manual or any requirement we may send or deliver to you. As of the date of this Disclosure Document, such Non-Compliance Fee is $1,000. The Non-Compliance Fee is in addition to any other remedies we have at our disposal. Franchisor is not required to treat a failure to comply as non-compliant.

ITEM 7
ESTIMATED INITIAL INVESTMENT

Franchise Agreement

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$49,500	Lump sum	Upon signing the Franchise Agreement	Us. See Item 5.
Technology System	$27,700 to $36,700	As incurred	Before opening	Our affiliates and approved vendors. See Note 1.
Furniture, Fixtures and Equipment	$67,000 to $106,500	As incurred	Before opening	Our affiliate. See Note 2.
Real Estate	$7,400 to $30,000	As incurred	Before opening	Landlord. See Note 3.
Leasehold Improvements	$54,000 to $178,000	As incurred	Before opening	Landlord, us or our affiliate. See Note 4.
Sound Attenuation Study	$0 to $5,000	As incurred	Before opening	Supplier. See Note 4.
Utilities	$300 to $500	As incurred	Before opening	Suppliers.
Signage	$10,000 to $20,000	Lump sum	Before opening	Our affiliate or approved vendors.
Startup Inventory	$18,000	Lump sum	Before opening	Us, our affiliates or approved vendors. See Note 5.
Grand Opening Marketing	$18,000 to $30,000	As incurred	Over the course of 4 months	Us, our affiliate or approved vendors.
Insurance	$4,500 to $5,000	As incurred	Before opening	Suppliers. See Note 6.
Travel, Lodging and Meals for Initial Training Program	$2,500	As incurred	Before opening	Transportation lines, hotels, restaurants.
Business Licenses, Permits, Certifications, and Professional Fees	$16,000 to $39,000	As incurred	Before opening	Our affiliate, licensing authorities and third parties. See Note 7.
Operating Expenses and Additional Funds	$25,000 to $75,000	As incurred	Spent over the course of the first 5 to 7 months	See Note 8.
Total	**$299,900 to $595,700**			See Note 9.

Other than security deposits and utility deposits, or as described below, all payments and fees described in this Item 7 are non-refundable. Other than payment of a development fee (see Item 5), no separate initial investment is required when you sign a Development Rights Rider.

We do not provide financing to franchisees either directly or indirectly in connection with their initial investment requirements. The availability of terms of financing obtained from third parties will depend upon such factors as the availability of financing, your credit worthiness, collateral which you may make available, or policies of lending institutions, and your diligence in providing timely and accurate information to these lending institutions. The estimates provided in this Item 7 are based upon the experience of our affiliate in establishing and operating a Studio in Los Angeles, California and from data obtained from certain Mayweather Boxing + Fitness franchisees that developed Studios in the United States during our 2021 fiscal year.

Note 1: The technology items you will need include: a point of sale ("**POS**") system (which includes 1 terminal, software, receipt printer, cash drawer, signature pads, scanners and merchant service equipment), computers, tablets, software, printer, copier, modems and routers, flat screen televisions, camera security system, virtual reality system (which includes: a headset with controllers, specific laptop and external sensors), sound system (which includes 1 amplifier, speakers, mixer, wireless receivers, etc.) and a phone system as specified in the Manual. The low estimate represents current costs for: 1 POS system, 1 computer, 8 tablets, software, 2 printer combination machines, modems and routers, 6 flat screen televisions, 1 camera security system with four stations that have remote access capabilities, 1 virtual reality system, a sound system and a telephone system with 2 stations. The high estimate represents current costs for: 1 POS system, 2 computers, 16 tablets, software, 2 printer combination machines, modems and routers, 8 flat screen televisions, 1 camera security system with 6 stations that have remote access capabilities, 1 virtual reality system, a sound system and a telephone system with 2 stations. Certain of these technology items are included in the Mayweather Walkout Pack that you purchase from our affiliate, MW Distribution. You will purchase the remaining technology items from suppliers that we designate or that meet our Brand Standards. You must purchase only approved POS systems, computers, tablets, software, flat screen televisions, camera security systems, virtual reality systems, sound systems and phone systems that meet our specifications, which may change periodically. All such items must be purchased through us, our affiliates and/or vendors or suppliers approved by us and may not be refundable depending on the terms of the lease or purchase agreement.

Note 2: This is an estimate for the items you will need for furniture, fixtures and equipment (including components of the Mayweather Walkout Pack such as boxing bags, bag rack, treadmills, rowers, weights, weight racks, battle ropes and millwork but excluding technology system/audio visual system hardware, which is identified separately in the "Technology System" line-item). You must purchase or lease various pieces of equipment for the operation of the Franchised Business as specified in the Manual. The type of equipment you will need to operate a Studio includes but is not limited to full size heavy punching bags, smaller punching bags (such as tear drop balls, wrecking ball bags, boxing dummies, etc.), cardiovascular training equipment (such as tread mills, rowers, etc.), all-in-one suspension training units, dumb bells, battle ropes and other types of equipment approved by us (all of which are included in the Mayweather Walkout Pack). The furniture and fixtures necessary to operate your Studio include but are not limited to desk, chairs, benches, tables, front counter unit, Mayweather Boxing + Fitness promotional cabinet

unit, filing systems, shelves, different size racking units, cabinets and locker units for the operation of your Studio (some of which are included in the Mayweather Walkout Pack; you will purchase the remaining items directly from the suppliers that we designate or that meet our Brand Standards). The low end of the estimate given is based on opening an 1,800 sq. foot facility. The high end of the estimate is based on opening a 3,000 sq. foot facility. Actual equipment, furniture and fixture costs may vary due to square footage. If applicable, you must also pay state and local sales tax on purchases of equipment, furnishings and fixtures and services related to installation and delivery of such equipment, furnishings and fixtures. The sales taxes may range from 3%-10% of the purchase price and are not included in these estimates. You must purchase or lease all equipment, furnishing and fixtures from us, our affiliates or our approved vendors and suppliers. You must purchase or lease only the equipment, furnishings and fixtures that meet our specifications, which may change periodically. Estimates of expenses for the furniture, fixtures and equipment do not include shipping, delivery or installation costs and may or may not be refundable depending on the terms of the manufacturer's or dealer's invoice, purchase or the lease agreement.

Note 3: A typical Studio occupies approximately 1,800 to 3,000 square feet of space that may be owned or leased from a third party. Studios are typically located in urban/metropolitan areas or surrounding suburbs, and proximity to high traffic areas is desirable. A Studio may be located in a freestanding building or in an in-line retail space, in either case with good visibility, easy access, ample parking and prominent signage. Preferred locations for Studios are mixed use shopping centers with premium retail or grocery store anchors. The monthly price per square foot for leasing space will depend on your geographic area, but we estimate approximately $1.85 per square foot per month on the low end and $5.00 per square foot per month on the high end. These estimates assume a Studio premises with moderate visibility but do not include common area maintenance fees, which can vary widely depending on your location and lease agreement. We do not anticipate that you will purchase real estate for the Studio. Our estimates include your first month's rent and a security deposit. Real estate costs depend on location, size, visibility, economic conditions, accessibility and competitive market conditions. We base our estimates on the costs that our affiliate incurs in operating its company-owned location. Lease payments for periods of time that you occupy your premises may not be refundable.

Note 4: The estimate for leasehold improvements includes tenant improvement allowances based on the average tenant allowance provided by landlords to Mayweather Boxing + Fitness franchisees as of the issuance date of this disclosure document. Of the Studios that began operating in 2021, approximately 84% received tenant improvement allowances from their landlords and the average tenant improvement allowance received by such franchisees was $98,000. In most cases you will need to alter the interior of your Studio before you open for business to the public and you will need to install Floor Coverings according to our specifications. The Leasehold Improvements estimate includes Floor Coverings, lighting and interior/exterior graphics. A typical Mayweather Boxing + Fitness™ has a reception area that incorporates a small retail area, one large open multi-purpose area and a restroom. You may need to build out separate areas for your facility. Leasehold improvement costs will vary widely and may be significantly higher than what is projected in the table above depending on factors such as property location and local/municipal building requirements, the condition of the property and the extent of alterations required for the property, and the amount of tenant improvement allowances you are able to negotiate (if any). The low estimate reflects minor leasehold improvements without having to complete structural

modifications or add or modify areas within your facility and/or significant tenant improvement allowances from the landlord. The high estimate reflects substantial leasehold improvements (including structural modification, adding or modifying separate areas in your facility such as restrooms that includes showers, toilets and sinks, lighting, fire sprinklers, fire alarms and/or an HVAC system that entails mechanical, electrical and plumbing costs), the costs associated with sound attenuation work (if needed based on the results of a sound attenuation study and the requirements under your lease for sound attenuation – e.g., if the site for your Studio is within a mixed-use property with residential units) and/or minimal tenant improvement allowances from the landlord. We base our estimates on the costs that our affiliate incurred in building out and upgrading its company-owned location in addition to data and information provided by Mayweather Boxing + Fitness franchisees and their contractors related to the construction and development of their Studios. We will provide you with standard layouts and design options for your Studio; however, it is your responsibility to hire an architect to create a complete set of drawings based on the size of your facility and local permitting requirements. Architect and permitting costs are not included in this estimate. Whether or not any leasehold improvements or build out expenses are refundable depend on the terms and conditions of your contracts with construction and mechanical contractors, as well as your lease agreement.

Note 5: You must purchase products and supplies for the general operation of your Studio as specified in the Manual. You must purchase only approved products and supplies and you must purchase such items that meet our specifications, which may change periodically. The types of products and supplies include, but are not limited to: gloves, hand wraps, scales, virtual reality headsets, logoed apparel (such as: t-shirts, hats and shorts), hand sanitizers, first aid kits and defibrillators in addition to cleaning supplies, general office supplies and other products or supplies as specified by us. We will provide you with written lists of approved products and supplies during training. All products and supplies must be purchased through us, our affiliates or approved vendors and/or suppliers. Whether or not any of the products and supplies are refundable depends on the terms of your invoice or purchase agreement with suppliers. A portion of the amounts you pay for the Presale Success Kit and Grand Opening Products will be allocated to certain of the items reflected in this line item.

Note 6: This estimated amount represents 6 months of pre-paid insurance premiums but does not take into account workers' compensation insurance, which may vary greatly by state, payroll and classification. We may change these insurance requirements on reasonable notice to you. Whether or not any insurance premiums are refundable depend on the terms and conditions of your insurance policies.

Note 7: This estimate includes the cost of acquiring business licenses and building and operating permits, which will vary depending upon your Studio's location, and the cost of certifications (including CPR and First Aid certifications) and professional fees (including attorneys' fees and fees for architect and mechanical/engineering/plumbing services). This estimate also includes music licensing and subscription fees.

Note 8: The estimate includes minimum working capital for the startup of your Studio and is based on the data obtained from Studios operating as of December 31, 2022 that complied with our Brand Standards and implemented the operational and sales processes presented during our Initial Training Program. This also includes estimates of miscellaneous startup costs such as rent for an

additional 2 months (your first month's rent is already included above), purchasing additional technology items, equipment, products and supplies; shipping and delivery costs, employee wages, installation costs, additional staffing or third party providers of staffing support, workers' compensation insurance payments (if applicable), tax deposits, prepaid expenses, additional permits and other miscellaneous costs. The minimum working capital required for the startup of your Studio includes the working capital required once you commence presale (which we require you to commence 90 days before the projected date your Studio is open and operating) through the 90-day period following the date on which your Studio opens for business to the public (the "**Opening Date**"). The working capital required during presale and the initial 90 days of operation following the Opening Date will vary substantially if your presale period is longer than our recommended 90-day presale period or if you fail to comply with the recommended class schedules and staffing model (including utilizing third party staffing support) during the initial 90 days of operation following the Opening Date.

Note 9: The total estimated initial investment is an estimate only of the range of startup expenses you may incur. The estimated initial investments shown above are based primarily on the costs our affiliate has incurred in constructing and operating a Studio in Los Angeles, California and information provided by our franchisees. These estimates do not include the cost of a bond for your Business, which you may be required to purchase in certain states. Because bond requirements vary by state and may depend on your net worth, we cannot estimate the amount you will need to obtain a bond or the assets you may need to collateralize a bond. You should review the figures carefully with a business advisor and identify your individual expenses along with cash flow projections before making any decision to buy a Franchise.

Development Rights Rider

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Development Fee	$29,500 to $265,500	Lump sum	Upon signing the Development Rights Rider	Us. See Note 1
Estimated initial investment for first Studio	$299,900 to $595,700	As incurred	As incurred	Us and third parties. See Note 2
Total	$329,400 to $861,200			See Note 3

Note 1: Upon signing the Development Rights Rider, you must pay us the Development Fee. The Development Fee varies based on the number of Studios you commit to develop. The example above assumes that you commit to develop a minimum of 2 Studios and a maximum of 10 Studios. The Development Fee will be credited against the initial franchise fee for each Studio developed under the Development Rights Rider. The Development Fee is not refundable. See Item 5.

Note 2: For each Studio that you develop under a Development Rights Rider, you will execute our then-current franchise agreement and incur the initial investment expenses for the development

of a single Studio. This estimate is for the first Studio under the Development Rights Rider and is based on the expenses described in the first table of this Item 7.

Note 3: We do not provide financing to franchisees either directly or indirectly in connection with their initial investment requirements.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Authorized Products and Services

You must use, offer and sell only the equipment, products, supplies and services that we specify in writing which may be amended or modified by us periodically. If any piece of equipment, product, service, vendor or supplier is not authorized by us, you are prohibited from using, offering or selling it in your Franchised Business. We may designate suppliers and vendors of certain equipment, products, supplies or services and we and our affiliates may become approved suppliers or the only approved supplier(s) for such items. The equipment, products, supplies and services (collectively, the "**Operating Assets**") include: equipment (such as full size heavy punching bags, smaller punching bags (such as tear drop balls, wrecking ball bags, boxing dummies, etc.), cardiovascular training equipment (such as tread mills, rowers, etc.), all-in-one suspension training units, dumb bells, battle ropes; Mayweather Walkout Pack and other furniture and fixtures; Floor Coverings, signage, window and wall graphics, lighting, technology items (such as: POS System, computers, tablets, software, camera security system, flat screen televisions, virtual reality system, etc.) and related support service providers. In addition, we may designate suppliers and vendors of merchandise and retail products (such as: gloves, hand wraps, scales, virtual reality headsets, apparel and nutritional supplements, beverages and food products) (collectively, the "**Merchandise**"), supplies (such as: first aid kits, towels, cleaning products, etc.), uniforms, promotional items, printed advertising materials, software service providers, merchant service providers, virtual reality platform providers, mobile app platform providers, shows and event marketing opportunities and vendor, co-branding and affinity programs. You cannot purchase the Operating Assets or Merchandise from any vendors and/or suppliers that are not on our pre-approved list without our written permission. During your onboarding, we will provide you with a written list of approved Operating Assets you can use in the development and operation of your Franchised Business and Merchandise you can offer for sale in your Franchised Business; required processes and recommended strategies when purchasing Operating Assets for your Franchised Business; and a written list of approved vendors and/or suppliers from whom to purchase such Operating Assets, Merchandise and other required items. Currently our affiliate, MW Distribution, is the only approved supplier of most Operating Assets that you are required to use for the development and operation of your Business and all Merchandise that you are required to offer and sell in the Studio.

You are required to adhere to the Brand Standards established by us (and, as may be amended by us periodically) in the operation of the Studio, which includes the services offered (including our approved membership packages and class packages in accordance with pricing guidelines that we establish, boxing and fitness programs, workout routines, classes offered, and coaching and workout sessions), products (e.g. nutritional supplements and beverages), Merchandise, apparel and equipment offered for use and sale (if authorized by us), membership

billing procedures, operational procedures, purchasing strategies, cleanliness standards, advertising, marketing, vendors, equipment, and services to be used and/or offered through your Franchised Business and other items for the operation of your Studio. You must operate the Studio in strict conformity with the methods and Brand Standards that we prescribe in the Manual or otherwise in writing. You must not deviate from these Brand Standards by using or offering unauthorized equipment, products, merchandise, apparel or services unless you obtain our prior written consent. You are not permitted to: purchase, use, offer or sell any equipment, products, merchandise, apparel or services from an unapproved vendor; or sell and/or offer any other services (including any type of membership package, fitness program or class), products or New Products (as defined below) we may authorize you to sell in the future or other items not approved by us, unless you first submit a written request to us for approval and agree to be responsible for all product, vendor and equipment testing fees, as further described below in this Item 8.

As of the date of this Disclosure Document, we do not require you to purchase updates to promotional and marketing materials, but we may in the future mandate that you purchase such updates at your expense. If we develop any type of fitness-related equipment or technology solution (including without limitation any type of hardware or software) in the future (the "**New Products**"), you must purchase such New Products from us, our affiliates or approved suppliers.

You must hold a minimum inventory of Merchandise bearing the Marks or other marks that we approve for sale at all times at the Studio, and you further will ensure that at least 25% of the inventory of such Merchandise is comprised of the then-current products, apparel and merchandise available during each calendar quarter, as further prescribed in the Manual. If you fail to maintain such minimum inventory levels, we can automatically ship Merchandise to the Studio to ensure minimum inventory levels are met and obtain payment for such inventory items through automatic debit from the remits distributed by the POS provider we require you to use in the Studio. We will provide you with a written list of approved services (including our proprietary membership packages, boxing and fitness programs and workout routines), Merchandise and fitness-related products and equipment (if applicable) you are authorized to offer, perform and/or sell in your Franchised Business (once you are approved to begin presale membership sales). You must permit us or our agents, at any reasonable time, to remove any products, Merchandise, apparel, accessories, equipment or materials from your Studio free of charge for testing by us or by an independent laboratory, to determine whether such items meet our then-current Brand Standards for Operating Assets, Merchandise or related marketing materials and other supplies. Besides any other remedies we may have, we may require you to pay for the testing, as described above, if we have not previously approved the supplier of the products, merchandise, apparel, accessories, equipment or materials used or offered for sale at your Studio or if such products, merchandise, apparel, accessories, equipment or materials fail to conform to our Brand Standards. We may take whatever action we deem necessary in our absolute and sole discretion to prevent you from using, offering or selling unauthorized products, merchandise, apparel, accessories, equipment or materials (and any unauthorized services related thereto), including seeking injunctive relief and terminating your Franchise Agreement.

In addition, you must participate in and cooperate with promotional programs, loyalty programs, and gift certificate/gift card programs we may establish and follow our requirements and guidelines. We will require you to use specific software, operational forms, contracts,

checklists, marketing and promotional items; and we may require you to use specific software service providers, POS and technology support service providers, merchant service providers, heart rate monitoring device providers, virtual reality platform providers, mobile app platform providers or contribute to vendor discounts, allowances and rebates.

The Development Rights Rider does not require you to purchase from us, our affiliate or approved vendors, any equipment, furniture, fixtures, products, supplies or any other items.

Standards and Specifications

We issue and modify our Brand Standards based on changes in the marketplace or our, our affiliates', and our franchisees' experience in franchising and/or operating Studios. We will notify you in in the Manual or otherwise in writing of our Brand Standards and names of designated and approved suppliers. We also provide our relevant standards and specifications to approved suppliers.

Alternate Suppliers

We base our specifications for all equipment, products, vendor and supplier approvals on a number of factors, including without limitation our discretionary determination of demand, relevance to the System, price, value, quality, durability, reliability, stability of supply, compliance with our code of conduct applicable to suppliers, accuracy of product claims, safety, warranty, prompt attention to complaints, product recalls, reputation, frequency of delivery, appearance and contributions or other benefits to us and/or the Brand Fund. Some of these specifications are contained in our Manual and others will be set forth in periodic written notices to our franchisees, and all such specifications may be amended by us periodically. If you request to use an alternative supplier (if we require you to buy or lease the product or service only from an approved supplier or distributor), you must provide the information related to such alternative supplier described in the Manual, including without limitation financial statements, supply chain information, specifications, photographs, drawings or other information and samples to determine whether the items meet our specifications and require third party testing, in which case you will pay the actual cost of the tests in addition to reimbursement of our costs and expenses incurred in evaluating an alternative supplier (which may include TRE incurred by us to conduct site inspection of the supplier's facility). We do not charge a fee for evaluating alternative suppliers.

We may require alternative suppliers to sign a nondisclosure agreement prior to you disclosing the relevant criteria with which the alternative supplier must comply. In addition, we may require alternative suppliers to agree to guarantee our level of quality and produce sufficient samples to allow us to test the sample at your expense. Our response to a request to approve a piece of equipment, products, vendor and/or supplier that is complete and complies with the directions set forth in the Manual will be made within 30 days after we receive the complete request. We may reject any new or alternative product or supplier as we determine in our sole discretion. We may also revoke our approval of any alternative supplier or product that fails to satisfy our then-current Brand Standards. We will notify you either by email or any other written form of communication of our approval of, disapproval of or revocation of any prior approval of any equipment, product, vendor or supplier.

Development of Studio

We must approve the site for your Studio and the site must meet our then-current site criteria. You must submit to us the proposed lease for approval before it is signed. You are required to have the landlord sign the Lease Rider attached to the Franchise Agreement as Exhibit D in connection with signing the lease for the Studio premises. Under the Lease Rider, we will be granted the right, but not the obligation, to take possession of the Studio if the lease or your Franchise Agreement is terminated in addition to exercising other rights in the event of your default under the Franchise Agreement or lease.

We also maintain Brand Standards for the design, construction and build out of your Studio and leasehold improvements, as described in the Manual or otherwise communicated to franchisees in writing, and as may be amended by us periodically. You are obligated, at your expense, to have an architect approved by us prepare all required construction plans and specifications, based on our design drawings and Brand Standards. You must, at your expense, use construction contractors that meet our Brand Standards and ensure that your contract with such construction contractors contain the required terms set forth in the Manual. You will not engage any architects that we have not approved or contractors that do not meet our Brand Standards. In addition, you may not install or permit to be installed in the Studio premises any fixtures, furnishings, floor coverings, equipment, décor items, signs, games, vending machines, food and beverage service, or other items that do not comply with our Brand Standards.

In connection with the operation of the Franchised Business, you will be given access to our privately labeled Mobile Booking App platform administered by a third-party vendor. Our Mobile Booking App is a member booking and engagement tool which gives members access to schedule a class, track their progress and compete in community challenges. The Mobile Booking App fee is for the usage and ongoing support of such platform. Currently the fee is $159 per month regardless of how many members use it and is payable to the vendor. In addition, you are required to use the vendors that we designate for certain marketing services (including digital marketing), operational performance reporting, customer engagement and satisfaction reporting, content creation and management (including video display and music), continued learning modules, payroll processing, profit and loss statement reporting and such other services as we may designate periodically, each as further described in the Manual.

Insurance

Before begin construction of the Studio, you must obtain the insurance coverage for Studio as specified below. The insurance coverage must be maintained during the term of the Franchise Agreement and you must provide evidence of insurance to us that insurance has been obtained from a responsible carrier or carriers acceptable to us. You must use our approved broker to acquire the required insurance coverage.

1. General Liability Insurance, in the amount of $1,000,000 per occurrence and $2,000,000 aggregate, including broad form contractual liability, broad form property damage, personal injury, advertising injury, products and completed operations and fire damage coverage;

2. "All Risks" coverage for the full cost of replacement of the business premises and all other property in which we may have an interest with no coinsurance clause;

3. Professional liability insurance with a minimum policy limit of $1,000,000 per occurrence;

4. Employment practices liability insurance with a minimum policy limit of $1,000,000 per occurrence and in the aggregate;

5. Business Interruption insurance in such amount as will reimburse you for a period of interruption of 180 days and such longer period as we may specify periodically;

6. Automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with coverage in amounts not less than $1,000,000 combined single limit;

7. Workers' compensation insurance for statutory limits;

8. Employer's liability insurance in an amount not less than $1,000,000 each accident, $1,000,000 policy limit and $1,000,000 each employee;

9. Cybersecurity insurance in the amount available;

10. Crime insurance for employee dishonesty in the amount of $10,000;

11. Any other insurance required by the state or locality in which the Studio is located and operated, in such amounts as required by statute;

12. Umbrella insurance in the amount of $1,000,000; and

13. Other insurance coverage, as we, your state or the landlord may reasonably require.

With regard to any construction, renovation, or remodeling of Studio, you are required to maintain builder's risks insurance in forms and amounts, and written by a carrier or carriers, satisfactory to us.

All of the policies must name us and our affiliates, as additional insureds and must include a waiver of subrogation in favor of all those parties. All policies must be placed with insurers designated by us or acceptable by us and have a minimum rating of "A-" by A.M. Best or such other rating index designated by us. You must furnish us with certified copies of each of the insurance policies described above concurrently with delivering the executed copy of the lease. Each such policy shall provide that it cannot be canceled without 30 days' prior written notice to us and that we shall receive at least 30 days' prior written notice of its expiration. You shall promptly refer all claims or potential claims against you or us to each of us and our insurer.

Ownership Interest in a Supplier.

With exception of one officer who owns an interest in MW Distribution and MW Technology through his ownership in our parent company, none of our officers owns an interest in any supplier.

Revenue and Payment from Required Purchases

We or our affiliates may derive revenue or other benefits based on your purchases and leases, including from charging you for products and services we or our affiliates provide to you (including without limitation certain Operating Assets) and from promotional allowances, volume discounts, license fees, rebates, commissions and other payments made to us by suppliers and/or vendors that we designate or approve for some or all of our franchisees. We and our affiliates may use all amounts received from you or suppliers and/or vendors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our affiliates deem appropriate. Our affiliate MW Distribution is currently the only approved source for purchasing and administers the supply of certain furniture, fixtures and equipment and all boxing gloves, hand wraps, heart rate monitors, heart rate straps, Merchandise, and apparel to be purchased by you for the operation of the Studio. It also administers the supply of certain Operating Assets, including audio visual equipment and Floor Coverings. As the supplier and the administrator of the supply chain for these items, MW Distribution received revenue from franchise purchases in the amount of $4,894,427 during our fiscal year ending December 31, 2022, which represented 100% of MW Distribution's total revenues of $4,894,427. In addition, during our last fiscal year ending December 31, 2022, we and our affiliate, MW Distribution, received $96,873 in allowances, rebates and commissions from our approved suppliers.

Proportion of Purchases Subject to Specifications

It is estimated that all your initial expenditures from us, our affiliates or the vendors that we specify and/or approve that meet our Brand Standards will represent approximately 29% - 54% of your total initial purchases. It is anticipated that during the operation of the Franchised Business, required purchases from us, our affiliates or the vendors that we specify or approve (not including rent or labor costs) are estimated to be approximately 30% - 40% of your total monthly purchases in the continuing operation of your Business (this depends on the size of your Studio, number of members and sales volume).

Cooperative and Purchasing Arrangements

We are not involved in any purchasing or distribution cooperatives. We retain the right to establish a purchasing and/or distribution cooperative, and in such case, the right to require you to participate in such cooperative(s). We may, but are not obligated, to negotiate purchase arrangements with suppliers for the benefit of franchisees. As of the issuance of this Disclosure Document, we have not negotiated any such arrangements.

Material Benefits

We do not provide material benefits (for example renewal or granting additional franchises) for purchasing particular products or services or using 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 Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Sections 4.A and B in Franchise Agreement; Section 6 in Development Rights Rider	Items 7, 11 and 12
(b) Pre-opening purchases/leases	Sections 4.D, 4.E and 5.B in Franchise Agreement	Items 7 and 8
(c) Site development and other pre-opening requirements	Sections 4.D and E in Franchise Agreement	Items 6, 7, 11
(d) Initial and ongoing training	Section 6 in Franchise Agreement	Item 11
(e) Opening	Section 4.E in Franchise Agreement; Section 3 in Development Rights Rider	Item 11
(f) Fees	Sections 4, 5 and 6 in Franchise Agreement; Sections 3, 5 and 6 in Development Rights Rider	Items 5, 6 and 7
(f) Compliance with standards and policies (Manual)	Sections 6.G and 7 in Franchise Agreement	Items 8, 11 and 16
(g) Trademarks and proprietary information	Sections 8, 9, 10 and 11 in Franchise Agreement	Items 13 and 14
(h) Restrictions on products/services offered	Section 7 in Franchise Agreement	Items 8 and 16
(i) Warranty and customer service requirements	None	None
(j) Territory development and sales quotes	Sections 2, 3 and 6 in Development Rights Rider	Item 12
(l) On-going product/services purchases	Sections 7.C, D and E in Franchise Agreement	Item 8

Obligation	Section in Agreement	Disclosure Document Item
(m) Maintenance, appearance and remodeling requirements	Sections 7.A and C in Franchise Agreement	Item 11
(n) Insurance	Section 20.D in Franchise Agreement	Items 6 and 7
(o) Advertising	Section 13 in Franchise Agreement	Items 6, 7, and 11
(p) Indemnification	Section 20.E in Franchise Agreement	Item 6
(q) Owner's participation management/staffing	Sections 3.G, 6 and 7.C in Franchise Agreement	Items 11 and 15
(r) Records/reports	Section 14 in Franchise Agreement	Items 6 and 11
(s) Inspections/audits	Section 15 in Franchise Agreement	Items 6 and 11
(t) Transfer	Section 16 in Franchise Agreement; Section 9 in Development Rights Rider	Items 6 and 17
(u) Renewal	Section 17 in Franchise Agreement	Items 6 and 17
(v) Post-termination Obligations	Sections 18.C and 19 in Franchise Agreement	Item 17
(w) Non-competition covenants	Sections 12, 16.C and 19.E in Franchise Agreement	Item 17
(x) Dispute Resolution	Section 21 of Franchise Agreement	Item 17

ITEM 10
FINANCING

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

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS & TRAINING

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

Pre-Opening Assistance

Before you begin operating the Studio, we will:

1. Provide access to our virtual learning modules for real estate, construction and development, supply chain management, retail and presale. (Franchise Agreement – Section 6.A)

2. Give you our then-current criteria for Studio sites (including population density and other demographic characteristics, size, and other physical and commercial characteristics) to assist you in the site selection process. However, even if we or our designee gives you information regarding a potential site, that does not mean we ultimately will accept your proposed site for the Studio's location. You must submit all information we request when you propose a site. We will not unreasonably withhold our acceptance of a site if, in our and our affiliates' experience and based on the factors outlined above, the proposed site is not inconsistent with the then-current site criteria. We will use commercially reasonable efforts to review and accept or reject each site you propose within 15 days after we receive all requested information and materials and, at our option, have conducted a site visit. If the site is not accepted in writing within such 15-day period, the site will be deemed rejected. (Franchise Agreement—Sections 4.A; Development Rights Riders—Sections 3 and 6)

3. Accept or reject the Studio's proposed lease. You must send us the proposed lease for our written acceptance at least 30 days before you intend to sign it. The lease must either (a) include the Lease Rider attached as Exhibit D to the Franchise Agreement or (b) include within its body the Lease Rider's terms and conditions. You may not sign any lease we have not accepted in writing. If we do not accept the lease in writing within 15 days after receiving it, the lease is deemed rejected. An acceptable Studio site must be found and secured within 120 days after the Franchise Agreement's effective date and you must send us a copy of the signed lease after you and your landlord have signed it. Otherwise, we may terminate the Franchise Agreement. In the event of such termination, there is no refund of any initial fees paid to us. Upon acceptance of a proposed site and your execution of the lease, we will list the accepted site's location as the Studio address in Exhibit A of the Franchise Agreement and will determine the territory around such accepted site.

The territory will be illustrated in a map attached to Exhibit A. (Franchise Agreement—Sections 4.A and 4.B)

4. Provide you our prototype design plans. Our prototype design plans might not reflect the requirements of federal, state, or local laws, codes, ordinances or regulations applicable to your Studio premises, including those arising under the ADA, or any lease requirements or restrictions. You are solely responsible for complying with lease requirements and restrictions and all applicable laws and must inform us in advance of any changes to the prototype design plans that you believe are necessary to ensure such compliance. You must use an approved architect to prepare the adapted design plans for your Studio.

   We must approve in writing your adapted design plans before the Studio's build-out begins and all revised or "as built" plans prepared during the Studio's construction and development. The Studio must be developed in compliance with the adapted plans we approve and the Brand Standards. You must retain a general contractor that meets our Brand Standards and you must include in your contract with such general contractor certain provisions related to construction timelines and reporting requirements that we prescribe. During the Studio's build-out, we may physically inspect the Studio and/or require that you provide photos and videos of the Studio's interior and exterior so we may confirm the Studio's compliance with the Brand Standards. (Franchise Agreement—Section 4.D)

5. Subject to you completing the presale learning modules and "presale checklist," we will provide up to 3 days of presale training on-site at your Studio premises. (Franchise Agreement—Section 4.C)

6. Provide initial orientation and training to your Managing Owner, Studio Manager and Head Coach, as further described in this Item 11. (Franchise Agreement – Section 6.A)

7. Identify the Operating Assets, inventory, supplies, and other products and services you must use to develop and operate the Studio; the minimum Brand Standards you must satisfy; and the designated and approved suppliers from whom you must buy or lease items and services in connection with the development of your Studio. We provide supply chain management services to Mayweather Boxing + Fitness franchisees but we currently are not the original equipment manufacturer for any Operating Assets or other items for the Studio's development. We currently do not directly deliver or install any Operating Assets but we do arrange for delivery and installation with our designated supplier of such services in connection with the supply chain management services we provide. (Franchise Agreement – Sections 4.D, 6.G, 7.C, 7.D and 7.E).

8. Send an opening training team to the Studio for up to 3 days to: (a) support you in conducting "VIP Week" (the soft opening for members who purchased membership during the presale membership program); (b) conduct refresher training for your management personnel on our philosophy, brand principles and Brand Standards;

and (c) assist you in preparing the Studio for opening. (Franchise Agreement – Section 6.C)

9. Give you access to our Manual and other technical manuals and materials. The Manual may include audio, video, computer software, other electronic and digital media, and/or written and other tangible materials. The Manual contains Brand Standards and information on your other obligations under the Franchise Agreement. We consider the contents of the Manual to be confidential and proprietary, and you must treat the Manual as confidential. We may modify the Manual periodically to reflect changes in Brand Standards, but those modifications will not alter your fundamental rights or status under the Franchise Agreement. The Manual currently contains the equivalent of approximately 283 total pages; its current table of contents is attached to this Disclosure Document as Exhibit E. (Franchise Agreement – Section 6.G)

10. Consult with you about the market introduction program (including pre-opening and grand opening and parameters that must be satisfied before we approve your opening date) for the Studio which we believe is most suitable for your Studio's market, including identifying the approved digital marketing vendors you must retain to provide digital marketing services once you begin the presale program. (Franchise Agreement – Section 13.A)

11. Provide you with recommended pricing tiers for your market based on local market conditions. If we determine that we may lawfully require you to charge certain minimum or maximum prices for goods or services, you must adhere to our pricing policies as set forth in the Manual or otherwise in writing periodically. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with any advertising policies we adopt periodically which prohibit you from advertising a price for such product or service that is different from our suggested retail price. We may also require you to participate in promotions, special offers, and discounts in which some or all Studios must participate. (Franchise Agreement – Section 7.C)

12. If you sign a Development Rights Rider, then we will designate a specific number of Studios that you (and, if applicable, your affiliates under common control with you) must develop and open at accepted locations (subject to compliance with our site selection procedures, as further described in this Item 11) within the development territory we designate and in accordance with the development deadlines. We will approve and accept sites for Studios in the development territory that meet our then current site standards (Development Rights Rider – Sections 2, 3, and 6)

Ongoing Assistance

During your Studio's operation, we will:

1. Provide continuing supply chain management services related to Merchandise and Operating Assets (including without limitation product warranty claims); advise

you or make recommendations regarding the Studio's operation with respect to Brand Standards, operating procedures, and methods that Studios use; establish required or recommended Operating Assets, Merchandise and other products, services, supplies, and materials; develop training methods and procedures for class coaches as it relates to delivery of programming and content (although you are solely responsible for the employment terms and conditions of all Studio employees, including without limitation coaches); and prescribe recommended or required accounting, advertising, and marketing practices. We may guide you through our Manual, in bulletins or other written materials, by electronic media, by telephone, video conference and/or at our office or the Studio. (Franchise Agreement – Section 6.G)

2. Give you, at your request and expense (and our option), additional or special training and guidance related to the operation of the Studio in accordance with the Brand Standards, to be conducted virtually, via on-demand webinars, on-site at your Studio or other Studios that we designate or during our annual convention. We do not currently charge a fee for such additional or special training but you are required to reimburse us for TRE (up to $250/daily). We have no obligation to continue providing any specific ongoing training or assistance or hold regular meetings or conventions. (Franchise Agreement – Sections 6.D and 6.G)

3. Continue to give you access to our Manual, as may be amended by us periodically. (Franchise Agreement – Section 6.G)

4. Issue and modify Brand Standards. Changes in Brand Standards may require you to invest additional capital in the Studio and incur higher operating costs. You must comply with those obligations within the timeframe we specify. Our Franchise Agreement describes certain time limitations on when we may require you to implement capital modifications and certain related cost caps. (Franchise Agreement – Section 7.A)

5. Provide a non-exclusive, limited license to use our Marks subject to your compliance with certain terms and conditions. (Franchise Agreement – Section 8)

6. Provide you access to and use of our confidential information, some of which constitutes trade secrets under applicable law, subject to your compliance with the terms and conditions in the Franchise Agreement, Manual and other written instructions we may issue periodically. (Franchise Agreement – Sections 5.C., 7.E, and 9).

7. Maintain a Brand Fund (as further described in this item 11) to enhance, promote, and protect the Mayweather Boxing + Fitness brand and franchise system. We describe the Brand Fund and other advertising activities below. (Franchise Agreement – Section 13.B)

8. Periodically inspect and monitor the Studio's operation, including conducting regular business reviews with you to discuss Studio performance and profit and loss statements. (Franchise Agreement – Section 15.A)

9. Review advertising and promotional materials you want to use, including without limitation requests for consent for you to conduct or be involved in any websites, social media accounts (such as Facebook, Twitter, Instagram, TikTok, etc.), applications, keyword or adword purchasing programs, mobile application and other means of digital advertising on the Internet or any electronic communications network, in addition to any print advertisements, that use the Marks or that relate to the System or your Studio. In addition, review requests for consent to host or participate in promotional events or sponsorships using the Marks or in any way referencing the brand. (Franchise Agreement – Sections 13.C and D)

10. Provide you with all update and upgrade requirements for your technology items and all related software in response to changes in the Brand Standards or changes in our policies that are communicated to you in writing (either in the Manual or written instructions to you). You are required to purchase and implement all such updates and upgrades unless we specify otherwise. If we develop proprietary software in the future, we will provide you with update and upgrade requirements; however we are not obligated to perform any maintenance or provide any updates or upgrades to any third-party software programs that you use in the operation of your Business. (Franchise Agreement – Section 7.E)

Advertising and Marketing Programs

Brand Fund

We have established the Brand Fund to which you must contribute the amounts we periodically specify. As of the issuance date of this Disclosure Document, the required Brand Fund contribution is 1% of the Studio's monthly Gross Revenue. We may increase the required Brand Fund contribution upon written notice to you provided the Brand Fund contribution will not exceed 3% of the monthly Gross Revenue. Our affiliate-owned Studios contribute to the Brand Fund on the same basis as franchised Studios.

We will direct all programs the Brand Fund finances, with sole control over all creative and business aspects of the Fund's activities. The Brand Fund creates and develops marketing, advertising and related programs, materials and services, including digital and traditional media as well as the planning and purchasing of national and/or regional network advertising or other marketing programs. Examples of allocation of the Brand Fund include without limitation preparing, producing, and placing video, audio, and written materials, digital marketing, and social media; developing, maintaining, and administering one or more System websites; research and development of new, modified and derivative products and services; administering national, regional, and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising; engaging advertising, promotion, and marketing agencies and other advisors to provide assistance; implementing and supporting franchisees' local market introduction programs; establishing regional and national promotions, sponsorships and partnerships; and supporting public relations, market research, and other advertising, promotion, marketing, and brand-related activities. The Brand Fund may advertise locally, regionally, and/or nationally in any media channels as we deem appropriate. We and/or an outside regional or

national advertising agency will produce all advertising and marketing. The Brand Fund periodically may give you sample marketing materials at no cost. We may sell you multiple copies of marketing materials at our direct production costs, plus any related shipping, handling, and storage charges.

We will account for the Brand Fund separately from our other funds (although we need not keep Brand Fund contributions in a separate bank account) and will not use the Brand Fund for any of our general operating expenses. However, the Brand Fund may reimburse us and our affiliates for the reasonable salaries and benefits of personnel who manage and administer, or otherwise provide assistance or services to, the Brand Fund; the Brand Fund's administrative costs; travel-related expenses of personnel while they are on Brand Fund business; meeting costs; overhead relating to Brand Fund business; and other expenses we and our affiliates incur administering or directing the Brand Fund and its programs, including conducting market research, preparing marketing materials, collecting and accounting for Brand Fund contributions, paying taxes due on Brand Fund contributions we receive; and any other costs or expenses we incur operating or as a consequence of the Fund. We will not use the Brand Fund specifically to develop materials and programs to solicit franchisees. However, media, materials, and programs prepared using Brand Fund contributions may describe our franchise program, reference the availability of franchises and related information, and process franchise leads. During our fiscal year ended December 31, 2022, the expenditures of the Brand Fund were as follows: (1) 78% on brand development, (2) 13% on website development, and (3) 9% on search engine optimization.

The Brand Fund is not a trust, and we do not owe you fiduciary obligations because we maintain, direct, or administer the Brand Fund or for any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions during that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We do not currently audit the Brand Fund but we may, at our sole option, have the Brand Fund audited annually, at the Brand Fund's expense, by a certified public accountant we designate within 120 days after our fiscal-year end. If we elect to audit the Brand Fund, we will give you a copy of the audit upon receipt of a written request from you via email to legal@mayweather.fit. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified here.

The Brand Fund's principal purposes are to maximize recognition of the Marks, increase patronage of Studios, and enhance, promote, and protect the Mayweather Boxing + Fitness brand image and reputation, System and Marks. Although we will try to use the Brand Fund in the aggregate to develop and implement marketing materials and programs benefiting all Studios, we need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to Brand Fund contributions by Studios operating in that geographic area or that any Studio benefits directly or in proportion to its Brand Fund contribution from the development of marketing materials or the implementation of programs. (In other words, the Brand Fund need not spend any specific amount or any amount at all in your market area.) We have the right, but no obligation, to use collection agents and institute legal proceedings at the Brand Fund's expense to collect unpaid Brand Fund contributions. We also may forgive, waive, settle, and compromise all claims by or against the Brand Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Brand Fund. We have no obligation to make any advertising expenditures in your geographic area.

We may at any time defer or reduce the Brand Fund contributions of any Studio franchisee and, upon 30 days' prior written notice to you, reduce or suspend Brand Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will either (i) spend the remaining Brand Fund balance on permitted programs and expenditures or (ii) distribute all unspent funds to our then-existing franchisees, and to us and our affiliates, in proportion to their and our respective Brand Fund contributions during the preceding 12-month period.

We have developed a franchisee-elected franchise advisory council whose primary purpose is to advise on Brand Fund usage and advertising policies. We retain all operational and decision-making authority concerning advertising and the franchise advisory council serves only in an advisory capacity. The membership of the franchise advisory council is national in scope with each region of the country represented by one or more representatives. The franchise advisory council is not separately incorporated but does operate pursuant to bylaws established by us. We have the power to appoint a member of the franchise advisory council and to change, dissolve or merge the franchise advisory council.

We expect to receive advertising and promotional allowances and fees from third party vendors, suppliers and advertisers who enter into cooperative advertising programs with us (and possibly also franchisees). For example, vendors and/or suppliers may pay promotional allowances for joint advertising promotional material. We may disclose the identity of vendors or suppliers who pay the promotional allowances to you upon request. In addition, if we require you to buy items from a vendor or supplier who pays these allowances, we may place the funds in the Brand Fund or spend it on related promotions. Our obligation to provide advertising and marketing will be limited in cost to the amount of contributions to the Brand Fund and promotional allowances that we approve from third parties actually paid into the Brand Fund. (Franchise Agreement – Section 13.B)

Regional Advertising Cooperatives

We do not now, but may require you to join, participate in and pay into, one or more regional advertising cooperatives for your geographic area, determined by the penetration area of local advertising media used. Because we have not yet formed any regional advertising cooperatives, we do not know how the boundaries of the geographic areas or the membership will be determined, and we have not determined whether our company-owned Studios will contribute. All amounts you are required to contribute to the regional advertising cooperative, if established, will count toward the minimum local advertising requirements described below. In the event that we choose to establish one or more regional advertising cooperatives, we will be responsible for administering them. Regional advertising cooperatives will operate in accordance with bylaws (or an operating agreement if it is a limited liability company). If created, regional advertising cooperatives will prepare annual unaudited financial statements that members of the regional advertising cooperative may review. We will have the right to form, dissolve, and merge any specific regional advertising cooperative. Even though we have not yet formed any regional advertising cooperatives, we may require that all franchisees within close proximity to a consumer show, convention or exhibition where services and products are being offered or sold participate in the cost and benefit of the show. We reserve the right to issue binding policies to coordinate regional advertising cooperatives. All such programs and policies are our proprietary trade secrets.

If we establish one or more regional advertising cooperatives, we may direct and coordinate all digital marketing (including without limitation via Internet, social media and mobile applications). (Franchise Agreement – Section 13.E)

Local Marketing

You must spend a minimum of $3,000 per calendar month on local advertising and promotion for your Business, in addition to the Brand Fund contribution you pay to us. You must also spend $18,000 to $30,000 on "grand opening" promotion, with a minimum of $12,000 spent on digital advertising during the presale efforts prior to the opening of the Studio. The required grand opening spend is in addition to the minimum monthly local advertising requirement you must satisfy and includes fees paid to our approved provider of content development (e.g., photo and video content created for your Studio) to be used in digital marketing campaigns. We expect the grand opening promotion to begin approximately 3 months before and to continue for approximately 2 months after the Studio opens (although we may specify a different timeframe). You must report your local advertising expenditures to us by the fifth day after the end of each month, or at times, on forms, and in a manner we determine.

You will not use any independent advertising or sales promotion programs in any media (including electronic) without our prior review and written approval. We will approve or disapprove in writing the materials you submit to us within 30 days; if we do not respond within such 30-day period, all such materials will be deemed automatically disapproved. You will make reasonable efforts to participate in and cooperate with all advertising programs selected by us or approved by the franchise advisory council, except that you may not need to follow or maintain any sales price or suggested promotional pricing where prohibited by applicable law. You are responsible for any expenses of this independent advertising. During the initial term, subject to your full compliance with the Franchise Agreement and all other agreements between you or your affiliates and us or our affiliates, you may request for Floyd Mayweather, Jr. to appear at your Studio for a promotional event. In connection with such request, you must submit to us a proposed marketing plan for our approval, which will be subject to Floyd's availability and your agreement to comply with our terms and conditions applicable to Floyd's public appearances. If approved, you will pay us a fee of $50,000 (which will be in addition to the required local advertising spend you must satisfy). We are not obligated to conduct any advertising or marketing programs within your area. (Franchise Agreement – Section 13.D)

Website and Social Media

Unless we approve otherwise in writing, you may not establish a separate Website and will only have one web page, as we designate and approve, within our website (www.mayweather.fit). The term "**Website**" includes: Internet and World Wide Web home pages, as well as other electronic sites (such as social networking sites like Facebook, Twitter, LinkedIn, Pinterest, Instagram, Yelp, TikTok, blogs and other applications). Currently you are required to participate in Facebook and Instagram and authorized to participate in Twitter. You must provide us with all login and password information for all Websites and acknowledge that we have the right to monitor, remove, edit and delete any content (including posts) as we consider appropriate. You must comply with our requirements regarding selling, advertising, discussing or disseminating any information, or otherwise having a presence on a Website, regarding Studio. If we approve another Website for you (in addition to Facebook, Instagram and Twitter), we will provide you with

guidelines for establishing and maintaining such other Websites and while participating on our approved Websites each of the following provisions will apply: (i) you may neither establish nor use any Website without our prior written approval; (ii) before establishing any Website, you must submit to us, for our prior written approval, a sample of the proposed Website, including its domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including meta-tags), in the form and manner we may require and all such work must be performed by us, our affiliates or approved vendors (except for social networking sites and only in accordance with the terms of service established by the host of such site); (iii) you must not use or modify a Website (except for social networking sites) without our prior written approval; (iv) you must comply and ensure that your personnel comply with the Brand Standards for Websites that we may periodically prescribe in the Manual or otherwise in writing; (v) if we require, you must establish hyperlinks to our website and other Websites; (vi) you must not engage in any link building activities unless approved by us; and (vii) we may revoke our approval at any time by providing written or email notice to you of such revocation. (Franchise Agreement – Section 13.F)

Technology System

You must obtain, maintain and use the computer hardware which meets our hardware specifications and all software specified by us and as contained in the Manual, which may include our virtual reality software and other proprietary software (the "**Technology System**"). You must use the Technology System to (i) enter and track all sales transactions (including sales of Merchandise, memberships, class packages, personal training sessions and all other products and services offered and sold by the Franchised Business), classes, class attendance and member data, (ii) update inventory of Merchandise and supplies, (iii) enter and manage your member contact information, (iv) generate sales reports and analysis relating to the Studio, (v) display video content during classes and in the Studio lobby, and (vi) provide other services relating to the operation of the Studio. Currently, the Technology System includes the purchase of a specific package of hardware, software and software subscriptions from vendors that we designate, including computers, tablets, televisions, and monitors to display content that we specify in the lobby of the Studio and during classes, audio visual equipment, and other hardware and software that we may prescribe periodically for the operation of the Studio. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with software license agreements or any related software maintenance agreements that we or the licensor of the software require. In addition, you are required to use the vendors we designate or approve for supply and installation of audio visual equipment.

We estimate the cost of the Technology System will be approximately $27,700 to $36,700, which includes the cost of hardware and software, related equipment and network connections and installation costs (but excluding software subscription fees and the monthly technology fee paid to us). The cost for hardware and software upgrades for such items is estimated to be approximately $1,000 per year, on average. Significant hardware and software upgrades will be required no more than once every 5 years (i.e., replacement of the customer relationship management and point-of-sale system) but such upgrades will not require you to spend more than an average of $1,000 per year.

In addition, we have established and maintain a Mobile Booking App for use by our members and prospective members to place bookings for classes, participate in loyalty programs that we may establish and access such other content that we may provide periodically. You must use the Mobile Booking App in the operation of your Studio. Our current provider of the Mobile Booking App also provides the required customer relationship management and point-of-sale software that you are required to use in the operation of your Studio. The estimated monthly fees for the software subscription vary depending upon any ancillary services that you elect but the estimated fees for the basic services are $300 to $400 monthly (which includes the $159 monthly fee for the Mobile Booking App in addition to the subscription fee for the customer relationship management and point-of-sale software). You will pay these monthly fees directly to the third-party suppliers of these subscriptions and services. We may require you to promote the use of the Mobile Booking App in your Studio or provide content to be included in the Mobile Booking App. We may add, discontinue or modify the Mobile Booking App periodically at our option.

You must replace, upgrade or update at your expense the Technology System as we may require periodically without limitation. We will establish reasonable deadlines for implementation of any changes to our Technology System requirements. We require you to obtain certain components of, or upgrades to, the Technology System and maintenance and support services related to the Technology System from us or our affiliates. We may charge you the technology fee or other reasonable fees for such products and services.

We, our affiliates and third-party vendors are not obligated to provide you with any ongoing maintenance, repairs, upgrades or updates. You must, at all times, give us unrestricted and independent electronic access (including user IDs and passwords) to the Technology System for the purposes of obtaining information relating to the Studio, such as information concerning Gross Revenue, membership information and Merchandise inventory. You must permit us to download and transfer data via internet connection or such other connection we specify on a real-time basis. There are no contractual limitations on our right to access data stored in the Technology System.

In addition, you are required to obtain a commercial-free music subscription and playlists that we prescribe from our approved vendors for the operation of the Studio. Music subscription fees range from $49-$79 per month and are payable to our approved vendors. You are also required to maintain a royalty-free music subscription license which is currently $1,800 to $2,200 per year and is collected by us to pay to the respective music licensors. We reserve the right to change music subscription and licensing requirements at any time. (Franchise Agreement – Section 5.D, 7.A, 7.D and 7.E)

Opening

We estimate that there will be an interval of 300 days between the signing of the Franchise Agreement and opening your Studio for business (or sooner, if a different interval is stated in your Development Rights Rider). Factors which may affect the length of time between signing of the Franchise Agreement and opening for business include the time necessary to locate a site that we approve; to obtain any financing you need; to obtain required permits and governmental agency approvals; to fulfill local ordinance requirements; to complete construction, remodeling, alteration, and improvement of the Studio, including the installation of fixtures, equipment, and signs; to complete all learning modules and our initial training program; to complete the hiring

and training of personnel; to satisfy the requirements for grand opening, including all presale requirements, reaching the minimum required presale memberships (currently, 250 members obtained during a presale program that does not exceed 120 days), and complying with digital marketing and grand opening marketing requirements. Inclement weather, material or labor shortages, labor actions, slow deliveries, equipment shortages, permitting delays and similar factors may cause delays in construction. (Franchise Agreement – Section 5.E)

Pre-Opening and Training

Before the opening of your Franchise, your Managing Owner and Studio Manager ("**Required Training Participants**," as defined in Item 15) are required to attend the mandatory initial training programs. Your Managing Owner is required to attend the 3-day franchise training program at a designated location in the Dallas-Fort Worth, Texas metroplex (or online or another location we designate) in addition to the initial training program for Studio Manager and Head Coach, as further described below. We maintain a regular calendar for the training program, and the trainings are held approximately 6 times per year (or more frequently if needed).

You must appoint a Studio Manager and Head Coach that each meets our Brand Standards and such Studio Manager and Head Coach must attend the additional studio training program for studio managers and head coaches pf operating studios online or at an in-person location we designate). Such Studio Manager Head Coach must participate in the virtual and on-demand digital training program conducted by our team.

The initial training programs (i.e. franchisee training, Studio Manager training and Head Coach training) for the Required Training Participants is included in your initial franchise fee. You are responsible for all costs associated with attending and/or participating in the initial training program including your and your personnel's TRE.

You and any individual who plans on instructing any classes must have successfully obtained CPR and First Aid certification in your home state prior to attending our training program. You must obtain and keep a copy of such certification in the appropriate personnel files. In addition, you must complete all required registration documents prior to your Studio Manager or Head Coach attending or participating in the applicable initial training programs, including without limitation a certification that your Studio Manager and Head Coach meet our Brand Standards and successful completion of online learning modules.

If any Required Training Participant fails to complete the initial training program to our satisfaction, or we determine after an inspection that retraining is necessary because the Studio is not operating according to Brand Standards, he or she may be required by us to attend a retraining session for which we may charge our then-current training fee. You are responsible for all personnel compensation and TRE for your personnel and our training team during retraining. TRE for our training team includes coach or economy airfare, local transportation (including airport transfers), accommodations in a facility subject to our approval, meals, and a daily allowance upon which we and you agree for reasonable miscellaneous expenses. We may terminate the Franchise Agreement if the Studio does not commence operation by the deadline to open described in the Franchise Agreement with a fully trained staff. In the event of such termination, the initial fees paid to us by you will not be refunded.

We may require your Required Training Participants and other management level staff and coaches to attend and complete satisfactorily various training courses and programs offered periodically during the term by us or third parties at the times and locations we designate. You are responsible for their compensation and TRE during their attendance. We may charge our then-current fee for continuing and advanced training (not to exceed $250 per person per day). If you request any training courses and programs to be provided locally, then subject to our training team's availability, you must pay our then-current training fee and our training team's TRE. Currently, there is no fee for additional or remedial training.

We will provide training to you prior to the date we approve opening the Studio for business, as follows: (a) 120 days prior to opening for franchisee training; (b) 90 days prior to opening for Studio Manager training; and (c) 30 days prior to opening for Head Coach training. The training schedule and curriculum is fully detailed in our Manual and may change periodically. Our training team may include members of our management team, staff from our company-owned Studios, members of our website development team, and/or members from our approved suppliers and service providers.

You agree to comply with our member revenue reconciliation and membership transfer policies in connection with "all access memberships" that we have established as outlined in the Manual, which may change periodically.

The Mayweather Boxing + Fitness™ training program includes content contained in the Manual, hands-on training, videos and demos. This training schedule and the training curriculum is fully detailed in the Manual and will change periodically. All of the training sessions will be taught by a combination of: (1) Will Reid, who has over 12 years of fitness franchise experience; (2) Michele Lapierre, who has over 9 years of fitness franchise experience; (3) Chan Ganaway who has over 27 years of fitness franchise and programming experience; (4) Rebecca Zeller who has over 9 years of fitness franchise experience; (5) Brittany Rosario, who has over 6 years of fitness experience and (6) Dawn Weiss, who has over 8 years of fitness and franchise experience. All persons involved in training have been with the System for at least 12 months.

TRAINING SCHEDULE

MANAGING OWNER

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
The Mayweather Boxing + Fitness™ System and Philosophy*	1	0	Dallas, Texas (or as we otherwise specify)
Approved Membership Packages, Sale Strategies and Presentations	3	4	Dallas, Texas (or as we otherwise specify)
Approved Exercise Equipment, Function and Maintenance	1	2	Dallas, Texas (or as we otherwise specify)

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Approved Products, Vendors and Suppliers	1	0	Dallas, Texas (or as we otherwise specify)
Our Proprietary Workouts Routines and Execution	2	8	Dallas, Texas (or as we otherwise specify)
Retail Center Setup, Sales and Inventory Management	1	1	Dallas, Texas (or as we otherwise specify)
Manager Responsibilities and Daily Operations	2	6	Dallas, Texas (or as we otherwise specify)
Safety, Health, Sanitation and Cleanliness Standards	1	0	Dallas, Texas (or as we otherwise specify)
Customer Service and Front Desk Operations	2	2	Dallas, Texas (or as we otherwise specify)
Membership Presale Training, Advertising, Marketing and Promoting Your Business	5	0	Dallas, Texas (or as we otherwise specify)
Technology and Software Training**	3	3	Dallas, Texas (or as we otherwise specify)
Administrative and Record Keeping Responsibilities	4	0	Dallas, Texas (or as we otherwise specify)
TOTAL HOURS***	26	26	

PRESALE TRAINING SCHEDULE

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
The “Why” Behind Mayweather Boxing and Fitness; Floyd’s Legacy.	1	0	Presale training site
Sales Role-Play.	1	1	At presale training site
Sales Processes.	2	2	At presale training site
Membership and Mayweather Essentials Kits.	2	0	At presale training site

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Customer Relationship Management and Reporting.	3	2	At presale training site
Sales Process and Studio Policies.	3	2	At presale training site
Marketing, Lead Generation and Conversion.	1	1	At presale training site and planned visits to local, surrounding businesses
Member Engagement and Social Media.	1	0	At presale training site
Daily Expectations and Goal Setting.	1	0	At presale training site
Retail, Inventory and Merchandising.	1	0	At training site
Pre-Visit Call	1	0	Zoom
TOTAL HOURS	17	8	

STUDIO MANAGER

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
The Mayweather Boxing + Fitness™ System and Philosophy*	1	1	Dallas-Fort Worth Metroplex (or as we otherwise specify)
Approved Membership Packages, Sale Strategies and Presentations	3	4	Dallas-Fort Worth Metroplex (or as we otherwise specify)
Approved Exercise Equipment, Function and Maintenance	1	2	Dallas-Fort Worth Metroplex (or as we otherwise specify)
Our Proprietary Workouts Routines and Execution	2	8	Dallas-Fort Worth Metroplex (or as we otherwise specify)
Retail Center Setup, Sales and Inventory Management	1	1	Dallas-Fort Worth Metroplex (or as we otherwise specify)
Manager Responsibilities and Daily Operations	3	10	Dallas-Fort Worth Metroplex (or as we otherwise specify)
Safety, Health, Sanitation and Cleanliness Standards	1	1	Dallas-Fort Worth Metroplex (or as we otherwise specify)
Customer Service and Front Desk	2	2	Dallas-Fort Worth Metroplex (or as we

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Operations			otherwise specify)
Technology and Software Training**	3	3	Dallas-Fort Worth Metroplex (or as we otherwise specify)
TOTAL HOURS***	17	32	

HEAD COACH

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
The Mayweather Boxing + Fitness™ System and Philosophy*	0	1	Virtual and on-demand
Our Proprietary Workouts Routines and Execution	0	28	Virtual and on-demand
TOTAL HOURS***	0	29	

[Remainder of Page Intentionally Left Blank]

*Prior to participating in our initial training programs, your Managing Owner, Studio Manager and Head Coach are expected to complete the required self-study (for Managing Owners and Studio Manager, approximately 25 hours of self-study; for Head Coaches, approximately 10 hours of self-study) at your own pace utilizing materials we send to you in addition to viewing videos in our proprietary educational platform.

**Additional software training may be provided to franchisees and may be performed by our approved vendors after the initial training is completed.

***The actual hours of classroom and on-the-job training may vary. For example, it may take less time to cover a subject in a smaller class than in a larger class and depending on your experience.

We may require that you utilize the services provided by our "**Supplemental Presale Program**." The Supplemental Presale Program is designed to assist you in the marketing of your Studio within your community to create brand awareness, drive prospective member leads and generate membership and retail sales during your presale and grand opening periods.

Additional Assistance

In addition to the initial training program mentioned above, we will provide up to 3 days of either pre-opening or grand opening assistance and guidance to you at your location for sales, marketing and operational assistance at our cost. For any second and subsequent Studio that you open, we will (at your option) provide the same type of assistance and guidance at your location; however, we may require you to pre-pay all or a portion of our TRE. (Franchise Agreement, Sections 6, 13.A)

Annual Meeting

Besides attending and/or participating in various training courses and programs, your Managing Owner or such other representative of the Franchised Business that we approve must attend an annual meeting of all Studio franchisees at a location we designate, if we hold such annual meeting. You must pay all TRE to attend. You must pay any meeting fee we charge (not to exceed $250 per person per day) even if your representative does not attend (whether or not we excuse that non-attendance). (Franchise Agreement, Section 6.D)

ITEM 12
TERRITORY

You must operate your Studio at a specific site that we first must accept. If the premises for your Studio is unknown when you sign the Franchise Agreement, you will be granted the right to develop a Studio within any geographic area in your state other than the assigned territory of an existing Mayweather Boxing + Fitness franchisee. Your rights in the state include only identifying a site that we will approve. Once your site is approved, you will be granted limited rights to a territory around the approved site as determined by us that will typically include a population of at least 100,000 persons for a Studio that will accommodate 24- or 32-person classes, and a population of at least 75,000 persons for Studios that will accommodate 16-person classes, each as defined by our designated third party provider of mapping software. Hospitals and healthcare facilities, university and college campuses, airports, hotels, military bases and other governmental facilities

(each, a "**Reserved Area**") are excluded from your territory. Therefore, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We may grant you a territory with a geographic area that contains larger or smaller populations than the populations described above. You can directly market and solicit members only within your territory. You may not conduct business at any other site other than the accepted site identified in your Franchise Agreement or an addendum thereto. You can conduct business at off-site events (for example, at fitness expos, health fairs, promotional events, charity events, etc.) to promote and sell services (such as membership packages), Merchandise and other authorized products and/or New Products (if authorized by us) as long as such events are within your territory and in other geographical areas where there is not a Mayweather Boxing + Fitness™ business, in each case only after obtaining our written approval; however, you cannot perform Target Marketing outside your territory. We will approve or deny your request, which approval is in our sole discretion, within 3 business days of receipt of your written request and will respond by email or any other form of written communication (as described below). If we fail to respond to your request within such 3-day period, your request is deemed denied. If we approve your request to conduct business at off-site events in another geographical area, you must be prepared to immediately lose any accounts you have established when that area is purchased and immediately refrain from conducting business at such off-site events.

Except where we establish a Mayweather Boxing + Fitness studio within a Reserved Area, we cannot establish a company-owned Mayweather Boxing + Fitness Studio, and we also cannot grant the right to any other person or entity to establish a Mayweather Boxing + Fitness™ Studio within your territory during the term of the Franchise Agreement.

Your territory is determined by us once a site is chosen by you and approved by us, and is based on factors such as population, household incomes, competition, demographics of the surrounding area, market penetration or other conditions important to the successful operation of a Studio (such as the number of and type of boxing and/or boutique fitness businesses, health clubs, gyms or fitness related businesses that are in your area). Your territory will not be altered even if there is a population increase or decrease and it will also not be affected by memberships you sell, the number of members you retain, your Gross Revenue or your sales volume. Certain locations, such as major metropolitan areas, may have territories with smaller geographic areas as a result of dense populations. Once we approve the site for your Studio and define your territory, you may not relocate the approved site for your Studio except if you are unable to continue operation of the Studio due to events of force majeure or other reasons outside your control (e.g., the landlord for the Studio premises takes possession of the premises in connection with a change of control). You must request our consent to relocate the Studio under these circumstances, which consent we will not unreasonably withhold or delay.

The territory described above will affect where you and other franchisees may solicit business, promote and sell services (such as membership packages), products (such as Merchandise) and any New Products (if authorized by us). Under the Franchise Agreement, you have no options, rights of first refusal, or similar rights to acquire additional franchises within your Territory or contiguous territories. We have the right to sell or assign unassigned geographic areas outside of your territory, including geographic areas adjacent to your territory, at any time, without notice to you and without providing you with a right of first refusal or option to buy the territory that was unassigned.

You are encouraged to directly advertise and market for members within your territory; however, you can sell services (such as membership packages), Merchandise and other authorized products and New Products (if authorized by us) to members and customers in any geographic area so long as your sales do not result from any direct solicitation activities by you outside of your territory (e.g., Target Marketing, as described below) and the services you provide are being performed from your Studio and the Merchandise and other authorized products and New Products (if authorized by us) you sell are sold from your Studio and/or at off-site events as described below. For the sake of clarity, you may not establish an e-commerce business for the offer, sale and distribution of Merchandise by your Franchised Business. We, other franchisees and company-owned Studios reserve the same right to sell services (such as membership packages), Merchandise and other authorized products and New Products (if authorized by us) to members and customers in any geographic area without compensation to you. You are prohibited from soliciting and marketing in general to anyone by any means outside of your territory and you must not specifically engage in target marketing ("**Target Marketing**") within the territory of another Mayweather Boxing + Fitness™ business (franchise and/or a company/affiliate owned business). Target Marketing means an intentional effort by a franchisee to solicit and obtain members through any type of advertisement or marketing, directed at all or a portion of another franchisee's territory. We will use commercially reasonable efforts to enforce Target Marketing restrictions.

If you are asked to conduct business at off-site events in geographical areas in which there is another franchised or company-owned Studio, you must immediately refer that request to the owner of such Studio or directly to us. You may not conduct business at off-site events in that geographical area. If you are granted written permission by another Mayweather Boxing + Fitness franchisee to conduct business at such off-site events, then you must immediately inform us in writing. If there is not a Studio in that geographical area, then you must submit a written request to conduct business at such off-site event to us and upon our written approval you can proceed. We will approve or deny your request within 3 business days of your written request and we reserve the right at any time to revoke our approval in our sole discretion. You must be prepared to immediately cease conducting such events upon our notice of revocation. Our failure to respond to your request within such 3-day period will be deemed a denial of the request.

We have the exclusive right to negotiate and enter into agreements or approve forms of agreements to provide services and products (e.g., Merchandise and any New Products we authorize) to any business or organization which owns, manages, controls or otherwise has responsibility for offices or facilities in more than one geographic area and whose presence is not confined to any one particular franchisee's territory, regardless of the aggregate contract amount of services and/or products any single franchisee may perform or provide (a "**National Account**"). After we sign a contract with a National Account, we may, at our option, provide you the option to perform services and/or provide the products and any New Products we authorize at negotiated rates under the National Account contract. If you choose not to perform services and/or provide such products and New Products that we authorize at the negotiated rates, there will be no consequence to you; provided, we may perform services and/or provide the products and/or New Products (as applicable) directly ourselves, or through another franchisee or third-party even if the services to be performed and/or the products or New Products we authorize are sold within your territory, without compensation to you.

Except for approved off-site events, you may not use other channels of distribution, such as the Internet, catalog sales, telemarketing, and other direct marketing, to make sales. We and our affiliates may use other channels of distribution, such as the Internet, catalog sales, telemarketing, and other direct marketing, to solicit and make sales to customers in your territory using the Marks and other trademarks without compensating you.

Any rights not expressly granted to you are reserved to us. Such rights reserved to us and our affiliates include, but are not limited to, the right to:

(i) own and operate, and to allow other franchisees and licensees to own and operate, Studios at any locations outside the territory (including at the boundary of the territory) and on any terms and conditions we and they deem appropriate;

(ii) own and operate, and to allow other franchisees and licensees to own and operate, at any locations inside the territory and on any terms and conditions we and they deem appropriate, (A) Studios (including without limitation Studios within the physical space of another fitness concept and KickHouse Studios) if, in each case, such locations are associated with trademarks other than the Marks, and (B) any Reserved Area;

(iii) to offer and sell, and to allow others to offer and sell, inside and outside the territory, and on any terms and conditions we and they deem appropriate, services and products that are identical or similar to and/or competitive with those offered and sold by Studios, whether identified by the Marks or other trademarks or service marks, through any distribution channels (including the Internet) but not through Studios that have their physical locations inside the territory (except as described in subsection (ii) above);

(iv) to establish and operate, and to allow others to establish and operate, anywhere (including inside or outside the territory) businesses offering similar services and products under trademarks and service marks other than the Marks;

(v) to acquire the assets or ownership interests of one or more businesses offering and selling services and products similar to those offered and sold at Studios (even if such a business operates, franchises, or licenses Competitive Businesses (defined in Section 12 of the Franchise Agreement)), and operate, franchise, license, or create similar arrangements for those businesses once acquired, wherever those businesses (or the franchisees or licensees of those businesses) are located or operating, including within the territory;

(vi) to be acquired (whether through acquisition of assets, ownership interests, or otherwise, regardless of the transaction form) by a business offering and selling services and products similar to those offered and sold at Studios, or

by another business, even if such a business operates, franchises, or licenses Competitive Businesses inside or outside the territory; and

(vii) to engage in all other activities the Franchise Agreement does not expressly prohibit.

Except as noted below, we currently do not operate or franchise, nor currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. In September 2022, our parent company acquired a franchise system of kickboxing boutique fitness studios that operate under the KickHouse brand and marks. KickHouse's principal address is the same as our principal address. We and KickHouse do not maintain (or plan to maintain) physically separate offices or training facilities. KickHouse studios offer group kickboxing classes, personal training, nutritional supplements and retail merchandise. Our affiliate, KH C I, LLC, operates one KickHouse Studio in McKinney, Texas, but otherwise neither KickHouse nor we operate or plan to operate KickHouse Studios. Franchisees that operate KickHouse Studios may solicit and accept orders from customers near your Studio. Because this is a separate company, we do not expect any conflicts between us and our franchisees or our franchisees and our affiliate's franchisees regarding territory, customers or support, and we have no obligation to resolve any perceived conflicts that might arise. Any disputes between you and us related to the KickHouse studios or KickHouse brand will be resolved according to the dispute resolution procedures described in Item 17 of this Disclosure Document.

Development Rights Rider

You may (if you qualify and we offer to you the opportunity) develop and operate a number of Studios within the geographic area identified by you and us in a Development Rights Rider (the "**Area**"). The Area typically is a city, cities or counties. We base the Area's size primarily on the number of Studios you agree to develop, demographics, and site availability. We and you will negotiate the number of Studios you must develop to keep your development rights and the dates by which you must develop them. We and you then will complete the schedule in the Development Rights Rider before signing it. While the Development Rights Rider is in effect, we (and our affiliates) will not establish or operate or grant to others the right to establish or operate, Studios the physical premises of which are located within the Area (except where such Studio is located within a Reserved Area or another fitness facility and associated with trademarks other than the Marks). As a result, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. There are no other restrictions on us (or our affiliates). We and our affiliates will have the rights listed in (i) through (vii) above.

You will submit to us proposed Studio sites based on our then-current site criteria for approval. You may not develop or operate a Studio outside the Area. You must sign our then current form of franchise agreement and any ancillary agreements for each Studio developed under the Development Rights Rider, the terms of which may differ substantially from the terms contained in the Franchise Agreement attached to this Disclosure Document. We may terminate the Development Rights Rider if you do not satisfy your development obligations when required under the schedule. In addition, if you fail to comply with the terms of the Development Rights Rider during its term, we may, at our option, modify or terminate your exclusivity in the Area or reduce the number of Studios you are authorized to develop in the Area instead of terminating the

Development Rights Rider entirely. This means that during the remainder of the term of the Development Rights Rider, we and our affiliates will have the right to establish, operate and grant to others the right to establish and operate, Studios, the physical premises of which are located within the Area and continue to engage, and grant to others the right to engage, in any activities that we (and they) desire within the Area without any restrictions. However, the elimination of the protected status of your Area will be without prejudice to our right to later terminate the Development Rights Rider for the same default or anyother defaults under the Development Rights Rider. You have no other options, rights of first refusal or similar rights to acquire additional franchises. The Development Fee is in all cases non-refundable.

Except as described above, we may not alter your Area during the Development Rights Rider's term.

ITEM 13
TRADEMARKS

Under the Franchise Agreement, we grant you the nonexclusive right to use the trademarks in connection with the operation of your Studio. The principal trademark is *Mayweather Boxing + Fitness*, as it appears on the first page of this Disclosure Document. We have the right to use and license others to use the trademarks and any other trade name, trademarks, taglines, service marks and logos currently used or that may hereafter be used in the operation of Studios. You must use the trademarks only for the operation of the Studio in the manner authorized by us.

The design mark *Interlocking Diamonds* is registered on the principal register of the United States Patent and Trademark Office (referred to as "**USPTO**") bearing the registration number 5712335 dated April 2, 2019. It is owned by our parent company, MWFH. The word mark *Mayweather Boxing + Fitness* is pending registration on the principal register of the USPTO bearing the serial number 97338922 dated March 30, 2022 (refiled from the initial registration on the principal register of the USPTO bearing the serial number 87797540 dated February 14, 2018). It is also owned by MWFH. Additionally, the word mark *Hard Work. Dedication.* is pending registration on the principal register of the USPTO bearing the serial number 97338676 dated March 30, 2022 and the word mark *A True Champion Will Fight Through Anything* is pending registration on the principal register of the USPTO bearing serial number 97338701 dated March 30, 2022. All word marks are owed by MWFH.

MWFH also claims common law rights in the trademarks used in the System based on our prior use. We do not currently have a federal registration for our principal trademark. Therefore, our trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are no presently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor any pending infringement, opposition or cancellation proceeding or material litigation involving the trademarks. We have not yet filed an affidavit of use because our trademarks were recently filed and do not need an affidavit. We do intend to renew all of our trademark registrations.

There are no effective agreements that limit our right to sublicense you the trademarks, other than a perpetual, non-exclusive, non-transferable, worldwide, royalty free license to use, sub-license and display the Marks from MWFH pursuant to an intellectual property license agreement between MWFH and us. We can terminate the intellectual property license agreement at any time. MWFH may modify or terminate the intellectual property license agreement if we breach it and fail to cure within the applicable cure period (if any). In addition, MWFH has the right to substitute alternative trademark(s) for license at any time. Therefore, you may have to change the trademarks that you use in operating your Franchised Business at your expense. The intellectual property license agreement will remain in effect for as long as we offer franchises, unless we are in default of the intellectual property license agreement.

Upon termination of the intellectual property license agreement for any reason, we and our franchisees must discontinue all use of the trademarks in any form, remove the trademarks from our website and any of our franchisees' web pages, modify any and all identification of the System with, or reference to, the trademarks, and refrain from making any subsequent representation, advertisement or published statement or product sales using or in reference to the trademarks, or the business previously conducted using the trademarks, and take such action as shall be necessary to change any corporate name, assumed name or equivalent registration which mentions or refers to the trademarks, or any trademarks similar thereto.

You must notify us immediately in writing of any apparent infringement of or challenge to your use of any trademarks or claim by any person of any rights in any trademarks or any similar trade name, trademark or service mark of which you become aware. We have the sole discretion to take such action as we deem appropriate and the right to exclusively control any litigation, USPTO proceeding or other administrative proceeding.

We will reimburse your damages and expenses incurred in any trademark infringement proceeding disputing your authorized use of any Mark under the Franchise Agreement, provided your use has been consistent with the Franchise Agreement, the Manual, and Brand Standards communicated to you and you have timely notified us of, and complied with our directions in responding to, the proceeding. At our option, we may defend and control the defense of any proceeding arising from or relating to your use of any Mark under the Franchise Agreement. As a matter of corporate policy, we intend to defend the Marks vigorously (Franchise Agreement Section 8).

You may not, without our written consent, in our sole discretion, commence or prosecute, or seek leave to intervene in, any litigation or other proceeding, including any arbitration proceeding, in which you purport to enforce any right or recover any element of damage arising from the use or infringement of any of the Marks or unfair competition.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any of the Marks, and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions with respect to such modification, substitution, or discontinuation within a reasonable time after notice by us. In connection with the use of a new or modified trademark, you may be required, at your own expense, to remove existing signs from your Studio, and to purchase and install new signs. We have no liability to you for such modification or discontinuance.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any registered patents or copyrights or have any pending patent applications which are material to the Franchised Business; however, we claim copyright and common law trade secret protection for several aspects of our System, methods, techniques and operational procedures; our boxing and fitness programs, workout routines and virtual reality coaching and workout sessions; equipment and product specifications, systems, design, décor, signage, photographs, video presentations, website, our privately labeled Mobile Booking App platform, educational platform, Manual and all related workbooks and materials including advertisement and promotional materials although such materials may not have been registered with the United States Copyright Office. These materials are considered our proprietary and confidential property and may be used by you only as provided in your Franchise Agreement. We reserve the right to register any of our copyrighted materials at any time we deem appropriate. We also reserve the right to renew any and all such copyright registrations at our discretion.

There currently are no effective determinations of the United States Copyright Office or any court regarding any of the copyrighted materials. There are no agreements that limit our right to license you the copyrights, trade secrets, and other proprietary information, other than a perpetual, exclusive, non-transferable, worldwide, royalty-free license to use, sub-license the copyrights and trade secrets pursuant to an intellectual property agreement with our parent. The intellectual property license agreement may be modified or terminated if we breach and fail to cure within the applicable cure period (if any). In addition, our parent has the right to substitute alternative copyrighted materials and/or trade secrets for license at any time.

There are no infringing uses actually known to us, which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend any patent, trade secret, copyright or to participate in your defense or indemnify you.

You must notify us immediately in writing of any apparent infringement of or challenge to your use of our copyrighted materials or trade secrets or claim by any person of any rights in any copyright or trade secret which you become aware. We have the sole discretion to take such action, as we deem appropriate and the right to exclusively control any litigation, United States Copyright Office proceeding or other administrative proceeding. We may require you to discontinue use or modify any materials that may in our opinion infringe on the copyright, trade secret, or patent rights of any other person or business.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any copyrighted materials or trade secrets, and/or use one or more additional or substitute copyrighted materials or trade secrets, you must comply with our directions with respect to such modification, substitution, or discontinuation within a reasonable time after notice by us. We have no liability to you concerning substitution or modification of copyrighted materials or trade secrets.

We possess certain confidential information that includes our: proprietary tiered membership packages, boxing and fitness programs, workout routines and virtual reality platform that incorporates our virtual reality images, coaching and workout sessions; specific methods and techniques when executing our proprietary boxing and fitness programs, workout routines, proprietary member instructional and workout guide videos, and virtual reality platform;

specifications for equipment, products and supplies used; relationships with vendors and suppliers, purchasing strategies, cost and pricing strategies, merchandising, safety and operational procedures to manage high volume; strategies for effectively converting existing businesses into a Studio; strategies for site acquisition, build out and design specifications with unique décor, color scheme and signage; proprietary franchisee mentorship program, guidelines for hiring, training and retaining employees, proprietary educational platform that houses our videos, training modules and courses (which includes curriculum, lesson plans and workshops) to complement your ongoing training efforts; Manual, workbooks and materials, photographs, video presentations, proprietary community give-back programs, social media and promotional strategies; website, intranet system, Mobile Booking App platform, software, forms, contracts, record keeping and reporting procedures; proprietary member acquisition, sales presentations and onboarding processes; advertising, marketing and promotional materials; systems and knowledge of, and experience in, the operation and franchising of a Mayweather Boxing + Fitness™ business (the "**Confidential Information**"). We will disclose Confidential Information to you during our initial franchise training program, seminars, workshops, continuing education sessions and conventions sponsored by us, in the Manual, and in guidance furnished to you during the term of your Franchise Agreement.

If you or your partners, members, managers, directors, shareholders, employees, agents or independent contractors develop any new piece of equipment, service, product, program, video presentation, photograph, materials, concept, technique, formula, process or improvement in the operation or promotion of your Business, you are required to promptly notify us with all necessary related information, without compensation. You and if you are a legal entity, then one of your Owners, acknowledge that any such equipment, service, product, program, video presentation, photograph, materials, concept, technique, formula, recipe, process, technique or improvement will become our property and we may use or disclose such information to other franchisees as we deem appropriate.

The Franchise Agreement provides that you will not acquire any interest in the Confidential Information other than the right to utilize it in the development and operation of your Business during the term of your Franchise Agreement, and that the use or duplication of the Confidential Information in any other business would constitute unfair competition. You also agree that the Confidential Information is proprietary to us and is disclosed to you solely on the condition that you: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of your Franchise Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or electronic form; and (4) will adopt and implement all reasonable procedures required by us to prevent unauthorized use or disclosure of the Confidential Information, including without limitation, restrictions on disclosures to employees and independent contractors of your Franchise and any other business(es) owned by you and if you are a legal entity, any of your Owners, and the use of nondisclosure and non-competition clauses in employment agreements with your employees, independent contractors and Owners where enforceable under state law.

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

Throughout the pre-opening period and at all times after the Studio opens, the Studio must be under your direct supervision; or, if you are a legal entity, the Studio must be under the direct supervision of one of your individual owners with at least 10% equity interest who serves as your managing owner ("**Managing Owner**") and an individual who acts as studio manager ("**Studio Manager**"). In addition, you must appoint a coach that has completed our certification program for head coaches to serve as the head coach ("**Head Coach**"). The Managing Owner, Studio Manager and Head Coach must have successfully completed our training program for such role and use his/her best efforts in the operation of a Studio.

The Managing Owner, Studio Manager and Head Coach must meet all of our standards and criteria for such positions as set forth in the Manual. The Studio Manager need not have any of the equity of the Franchised Business. The Managing Owner must have sufficient authority to make decisions on your behalf that are essential to the Studio's effective and efficient operation. The Managing Owner must communicate directly with us regarding any Studio-related matters (excluding matters relating to labor relations and employment practices). The Managing Owner's decisions will be final and binding on you, we may rely solely on the Managing Owner's decisions without discussing the matter with another party, and we will not be liable for actions we take based on your Managing Owner's decisions or actions. (Franchise Agreement, Section 3.H).

If you want or need to change the individual designated as the Managing Owner or Studio Manager, you must seek a new individual (the "**Replacement Managing Owner**" or "**Replacement Studio Manager**") for that role in order to protect our brand. You must appoint the Replacement Managing Owner or Replacement Studio Manager within 30 after the former Managing Owner or Studio Manager no longer occupies that position. We must approve in writing the Replacement Managing Owner or Replacement Studio Manager. The Replacement Managing Owner or Replacement Studio Manager must attend our initial orientation session on the System within 30 days after we approve the individual.

If you are a legal entity, each of your Owners that has an ownership interest (direct or indirect) in the Franchised Business must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, agree to be bound by the confidentiality provisions and non-competition provisions of the Franchise Agreement and agree to certain restrictions on their ownership interests. The required Guaranty of Obligations is attached as Exhibit B of the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must comply with all of our Brand Standards relating to the purchase and use of all equipment, products, supplies, furniture, fixtures, Floor Coverings, the Technology System and related technology solutions, décor items, signage, uniforms, Merchandise, printed advertising materials and other items to be used or sold in Studio (see Item 8).

You are required to offer only our proprietary tiered membership packages and approved services and sell only approved products as specified by us. You must not deviate from our Brand

Standards without first obtaining our written consent. We will provide you with a written list of services (which include our proprietary membership packages, boxing and fitness programs and workout routines and other membership packages, programs and/or workout routines we approve), equipment and products you are authorized to use, offer, perform and sell during our initial training program. You must offer and sell the services (including membership packages), products and all New Products we may authorize in the future that we have expressly approved in writing. We reserve the right to change, modify or discontinue such services and products and New Products you are authorized to offer and sell at any time upon 90 days' written notice to you and you may be required to participate in any promotion and/or discount membership packages we offer which may change periodically.

You must perform all services only from your Studio and sell all authorized products and New Products that we may authorize in the future either from your Studio or at off-site events within your defined territory; and you acknowledge that we allow you and other franchisees or company-owned businesses the same right to sell services (such as memberships), authorized products and any New Products we may authorize to members and customers in any geographic area so long as such sales do not result in Target Marketing. You must discontinue using, selling and offering any service, product or New Product that we may disapprove in writing at any time, whether a service, product or New Product is being submitted for approval or currently in use. We can and expect to change the types of services and products we authorize. There are no limits on our right to do so. We will inform you by email or by any other form of written communication of such changes and/or modifications. You may not promote or offer any services (such as membership packages) or sell any products or any type of equipment and/or provide any services that have not specifically been approved by us in writing.

You must participate in any loyalty program, gift certificate or gift card program we establish. You may not create or issue your own loyalty program, gift certificates or cards unless otherwise approved by us.

You are encouraged to directly advertise and market to offer and sell services, authorized products and New Products we may authorize in the future to anyone located within your territory. We place no restrictions upon your ability to offer and sell services, authorized products or New Products we may authorize to members and customers in any geographic area provided such sales do not result in Target Marketing and all services are performed from the Studio. In addition, all authorized products and New Products we may authorize in the future must be sold only from your Studio and/or at off-sites events within your territory in accordance with our standards. However, you are prohibited from conducting business at off-site locations in any other geographical area or through any alternative channels of distribution without our permission. (See Item 12).

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the Franchise Term.	Section 3.B in Franchise Agreement; Section 3.A in Development Rights Rider	The initial term is 10 years from the effective date of your Franchise Agreement. The term of the Development Rights Rider depends on your development obligations.
b. Renewal or extension of the term.	Section 17 in Franchise Agreement	Up to (2) 10-year renewal terms if you meet certain term requirements. No renewal or extension of Development Rights Rider.
c. Requirements for you to renew or extend	Section 17 in Franchise Agreement	Written notice from you to renew, you must be in full compliance with the Franchise Agreement, sign then current Franchise Agreement, pay the renewal fee, comply with our then current training and qualification requirements, execute a general release; and remodel and upgrade the Studio to the then current standards. You may be asked to sign a contract with materially different terms and conditions than your original contract.
d. Termination by you.	Section 18.A in Franchise Agreement	If we breach the Franchise Agreement and do not cure default within applicable cure period after notice from you; you may not terminate without cause.
e. Termination by us without cause	Not Applicable	We may not terminate your Franchise Agreement (or development rights) without cause.
f. Termination by us with cause.	Section 18.B in Franchise Agreement; Section 8 in Development Rights Rider	We may terminate your Franchise Agreement (and development rights) only if you or your owners commit one of several violations.

Provision	Section in franchise or other agreement	Summary
g. "Cause" defined – curable defaults	Section 18.B in Franchise Agreement; Section 8 in Development Rights Rider	You have 5 days to cure monetary and insurance defaults; 10 days to satisfy unpaid judgments of at least $25,000; 30 days to pay suppliers and to cure other defaults not listed in (h) below; 60 days to vacate attachment, seizure, or levy of Studio or appointment of receiver, trustee, or liquidator; and time allowed by law to cure violations of material law.
h. "Cause" defined – non-curable defaults	Section 18.B in in Franchise Agreement; Section 8 in Development Rights Rider	Non-curable defaults include: material misrepresentation or omission; failure to complete initial training to our satisfaction; failure to find and secure acceptable site by deadline; failure to develop and open Studio (with fully-trained staff) by deadline; abandonment or failure to operate for more Non-curable defaults include: material misrepresentation or omission; failure to complete initial training to our satisfaction; failure to find and secure acceptable site by deadline; failure to develop and open Studio (with fully-trained staff) by deadline; abandonment or failure to operate for more than 3 consecutive days; unapproved transfer; felony conviction or guilty plea; dishonest, unethical, or immoral conduct adversely impacting our Marks; foreclosure on Studio's assets; misuse of confidential information; violation of non-compete; material underreporting of Gross Revenue; failure to pay taxes due; repeated defaults; assignment for benefit of

Provision	Section in franchise or other agreement	Summary
		creditors or admission of inability to pay debts when due; violation of anti-terrorism laws; losing right to Studio premises; or causing or contributing to a data security incident or failure to comply with requirements to protect Consumer Data. We may terminate Development Rights Rider if you do not meet development schedule or other obligations; if Franchise Agreement or another franchise agreement between us and you (or your affiliated entity) is terminated by us for cause or by you for any or no reason; or we have delivered formal written notice of default to you (or your affiliated entity) under Franchise Agreement or another franchise agreement and that default is not cured within the required timeframe.
i. Your obligations on termination/non-renewal	Section 19 in Franchise Agreement	Obligations include paying outstanding amounts (plus, if applicable, liquidated damages); complete de-identification; returning confidential information; returning or destroying (at our option and at your own cost) branded materials and proprietary items; assigning telephone and telecopy numbers and directory listings; and assigning or cancelling any website or other online presence or electronic media associating you with us or the Marks (also see (o) and (r) below); we may control de-identification process if you do not voluntarily take required action; we may assume Studio's

Provision	Section in franchise or other agreement	Summary
		management while deciding whether to buy Studio's assets. Obligations include paying outstanding amounts (plus, if applicable, liquidated damages); complete de-identification; returning confidential information; returning or destroying (at our option and at your own cost) branded materials and proprietary items; assigning telephone and telecopy numbers and directory listings; and assigning or cancelling any website or other online presence or electronic media associating you with us or the Marks (also see (o) and (r) below); we may control de-identification process if you do not voluntarily take required action; we may assume Studio's management while deciding whether to buy Studio's assets. Obligations include paying outstanding amounts (plus, if applicable, liquidated damages); complete de-identification; returning confidential information; returning or destroying (at our option and at your own cost) branded materials and proprietary items; assigning telephone and telecopy numbers and directory listings; and assigning or cancelling any website or other online presence or electronic media associating you with us or the Marks (also see (o) and (r) below); we may control de-identification process if you do not voluntarily take required action; we may assume Studio's

Provision	Section in franchise or other agreement	Summary
		management while deciding whether to buy Studio's assets.
j. Assignment of contract by us.	Section 16.A in Franchise Agreement	No restriction on our right to assign.
k. "Transfer" by you – defined	Section 16.B in Franchise Agreement	We must approve all transfers; no transfer without our prior written consent. Your development rights under Development Rights Rider generally are not assignable.
l. Our approval of transfer by you.	Section 16.B in Franchise Agreement; Section 9 in Development Rights Rider	We have the right to approve all transfers by you. Development Rights Rider are not assignable at all.
m. Conditions for our approval of transfer.	Section 16.C in Franchise Agreement	We will approve transfer of non- controlling ownership interest in you if transferee (and each owner) qualifies and meets our then-applicable standards for non-controlling owners, is not (and has no affiliate) in a competitive business, signs our then-current form of Guaranty, and pays transfer fee. We will approve transfer of non- controlling ownership interest in you if transferee (and each owner) qualifies and meets our then-applicable standards for non-controlling owners, is not (and has no affiliate) in a competitive business, signs our then-current form of Guaranty, and pays transfer fee.
n. Our right of first refusal to acquire your Business.	Section 16.G in Franchise Agreement	We have the right to match any offers to buy your Business.
o. Our option to purchase your business.	Section 19.F in Franchise Agreement	We may buy Studio's assets at fair market value and take over site after Franchise Agreement is terminated or expires (without renewal).

Provision	Section in franchise or other agreement	Summary
p. Your death or disability.	Section 16.E in Franchise Agreement	Franchise must be assigned or transferred to approved buyer within 6 months.
q. Non-competition covenants during the term of the Franchise Agreement.	Section 12 in Franchise Agreement	No involvement in any competitive business anywhere in the US other than existing business.
r. Non-competition covenants after the franchise is terminated or expires.	Section 19.E in Franchise Agreement	No interest in competing business for 2 years within ten miles of any company owned outlet or other franchises.
s. Modification of the Agreement.	Section 21.M in Franchise Agreement	No modification except by written agreement, Manual and Brand Standards may change.
t. Integration / merger clause.	Section 21.M in Franchise Agreement	Only terms of the Franchise Agreement and other documents you sign with us are binding (subject to state and federal law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation.	Section 21.F in Franchise Agreement	Arbitration within 10 miles of where we have our principal business address when the arbitration demand is filed -it is currently Plano, Texas (subject to state law).
v. Choice of forum.	Section 21.H in Franchise Agreement	Subject to arbitration requirements, litigation must be (with limited exception) in courts closest to where we, as franchisor, have our principal business address when the action is commenced (it currently is in Plano, Texas) (subject to applicable state law).
w. Choice of law.	Section 21.G in Franchise Agreement	Texas law applies (unless prohibited by laws of state where the Studio is located).

Provision	Section in franchise or other agreement	Summary
x. Liquidated damages.	Section 19.G in Franchise Agreement	If we terminate the Franchise Agreement for cause or if you terminate the Franchise Agreement without cause, before the expiration date, you must pay us liquidated damages equal to the product of the lesser of 24 and the number of months remaining in the Term, multiplied by the average monthly Royalty Fee and Brand Fund contributions that were due and payable to us during the 12 months before the termination (or, if the Studio has been open for fewer than 12 months or has not yet opened, the systemwide average monthly Royalty Fee based on the 12 full calendar months preceding the date of termination of the Franchise Agreement)

ITEM 18
PUBLIC FIGURES

Floyd Mayweather Jr., a well-known professional boxer, is a principal in our parent company MWFH and appears in our marketing materials and at certain public relations and marketing events. Floyd Mayweather Jr. may also make personal promotional appearances on our behalf. We can use his name and photographs in certain marketing materials promoting the Mayweather Boxing + Fitness™ name and products sold by Mayweather Boxing + Fitness™ businesses. In addition, we are permitted to use, without payment or any special charges, certain materials bearing his name and likenesses in promotional materials; provided, he has no personal liability to any Mayweather Boxing + Fitness franchisee for any act or omission, regardless of whether such act or omission occurs in connection with the Mayweather Boxing + Fitness system or Marks. We may utilize Floyd Mayweather Jr. for the purpose of promoting the sale of franchises. Floyd Mayweather Jr. has a proprietary interest in us, our parent and affiliate companies.

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 the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting MW Franchise Holdings International, LLC, Attn: James Williams, 7700 Windrose Avenue, #G300 Plano, Texas 75024, Tel: (833) 629-9328, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
System wide Outlet Summary
For Fiscal Years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	10	20	+10
	2021	20	50	+30
	2022	50	70	+20
Company-Owned	2020	1	1	0
	2021	1	3	+2
	2022	3	0	-3
Total Outlets	2020	11	21	+10
	2021	21	53	+32
	2022	53	70	+17

Table 2
Transfers of Outlets from Franchisees to New Owners (other than Franchisor)
For Fiscal Years 2020 to 2022

State	Year	Number of Transfers
Arizona	2020	0
	2021	0
	2022	1
California	2020	0
	2021	0
	2022	1
New York	2020	0
	2021	1
	2022	0
South Carolina	2020	0
	2021	0
	2022	1
Tennessee	2020	0
	2021	0
	2022	1
Texas	2020	0
	2021	0
	2022	1
Total	2020	0
	2021	1
	2022	5

Table 3
Status of Franchise Outlets*
For Fiscal Years 2020 to 2022

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
AL	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
AZ	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
CA	2020	2	3	0	0	0	0	5
	2021	5	5	0	0	0	0	10
	2022	10	5	0	0	0	0	15
DC	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
FL	2020	3	1	0	0	0	0	4
	2021	4	6	2	0	2	0	6
	2022	6	3	0	0	0	0	9
GA	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	2	0	0	0	0	4
IL	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
LA	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2

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
MD	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
MI	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3
MO	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
NJ	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
NV	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
NY	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	1	0	0	0	1
OH	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
PA	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1

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
SC	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
TN	2020	1	1	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	1	0	0	0	0	4
TX	2020	0	0	0	0	0	0	0
	2021	0	9	0	0	0	0	9
	2022	9	4	0	0	0	0	13
VA	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
WA	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
WY	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
TOTALS	2020	10	10	0	0	0	0	20
	2021	20	34	2	0	2	0	50
	2022	50	21	1	0	0	0	70

Table 4
Status of Company-Owned Outlets*
For Fiscal Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
CA	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	1	0	0
FL	2020	0	0	0	0	0	0
	2021	0	0	2	0	0	2
	2022	2	0	0	0	2	0
Totals	2020	1	0	0	0	0	1
	2021	1	0	2	0	0	3
	2022	3	0	0	1	2	0

* "Company-owned Outlets" includes non-franchised Studios previously owned and operated by our affiliates, First Alpha, LLC, MBF C I, LLC and MBF C II, LLC. These Studios were not part of the network of Franchised Businesses.

Table 5
Projected Openings
As of December 31, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
California	9	7	0
Florida	2	1	0
Georgia	4	4	0
Louisiana	3	1	0
Maryland	1	1	0
Michigan	1	0	0
Nevada	3	1	0
New Jersey	1	1	0
New Mexico	1	1	0
New York	2	0	0
North Carolina	1	1	0
Ohio	1	0	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Tennessee	2	2	0
Texas	13	9	0
Utah	1	1	0
Virginia	4	2	1
Washington	1	1	0
Totals	**49**	**33**	**1**

A list of the names of all of our franchisees and the addresses and telephone numbers of their Studios as of December 31, 2022 are listed at Exhibit G to this Disclosure Document. A list of the name and last known home address and telephone number of every franchisee who has had their franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during fiscal year 2022, or who has not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document, is attached at Exhibit H.

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

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Mayweather Boxing + Fitness™ system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. There are no trademark specific franchisee organizations representing Mayweather Boxing + Fitness™ franchisees, and no such trademark specific franchisee organization has asked us to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit I are: (i) our audited balance sheets as of December 31, 2022 and 2021, and the related statements of operations, changes in member's equity, and cash flows for the years ended 2022, 2021 and 2020. Our fiscal year end is December 31.

ITEM 22
CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

Franchise Agreement - Exhibit A

Exhibit B to the Franchise Agreement – Individual Guaranty
Exhibit D to the Franchise Agreement – Lease Rider
Exhibit E to the Franchise Agreement – Sample Form of Confidentiality Agreement

State Addenda - Exhibit D

Development Rights Rider – Exhibit F

ITEM 23
RECEIPTS

Included as the last 2 pages of this Disclosure Document (Exhibit J) and/or as a separate executable form, is a Receipt to be signed by you. This Receipt must be signed and dated and delivered to us at least 14 calendar days before signing the Franchise Agreement or the payment of any fee by you.

EXHIBIT A

FRANCHISE AGREEMENT

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC
FRANCHISE AGREEMENT

_____
FRANCHISEE NAME

_____
_____
_____
STUDIO ADDRESS

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EXHIBITS

Exhibit A – Basic Terms

Exhibit B – Guaranty and Assumption of Obligations

Exhibit C – Franchisee and Its Owners

Exhibit D – Lease Rider

Exhibit E – Sample Form of Confidentiality Agreement

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC
FRANCHISE AGREEMENT

This Franchise Agreement (this "**Agreement**") is made by and between **MW FRANCHISE HOLDINGS INTERNATIONAL, LLC**, a Delaware limited liability company whose principal business address is 7700 Windrose Avenue, #G300, Plano, Texas 75024 ("**we**," "**us**," or "**our**"), and _____, a(n) _____ ("**you**" or "**your**"), and is effective as of _____ (the "**Effective Date**").

1. Preambles

We and certain of our affiliates have created, designed, and developed a boutique fitness studio identified by the Marks (defined below) that offers boxing and functional training workout programs, personal training and a virtual reality training program in addition to ancillary products and services (including apparel, sport-related accessories and equipment and nutritional supplements). We and such affiliates currently use, promote, and license certain trademarks, service marks, and other commercial symbols for the Studio, including "Mayweather Boxing + Fitness," and from time to time we and our affiliates may create, use, and license new trademarks, service marks, and commercial symbols (collectively, the "**Marks**"). One of our affiliates owns the Marks, the Confidential Information (defined in Section 9 below), and all aspects of our branded system and licenses that intellectual property to us for use in our franchise program for Studios.

We offer and grant franchises to operate a Mayweather Boxing + Fitness studio using the Mayweather Boxing + Fitness studio business system, business formats, designs, layouts, trade dress and Marks, all of which we and our affiliates periodically may improve, further develop, and otherwise modify (collectively, the "**Franchise System**"), subject to compliance with our business methods, procedures, policies, standards, specifications, rules and requirements (the "**Brand Standards**," as further described in Section 6.G) applicable to the Franchise System. The Brand Standards may be amended by us from time to time.

You have applied for a franchise to operate a Mayweather Boxing + Fitness studio, and we are willing to grant you the franchise on the terms and conditions contained in this Agreement.

2. Acknowledgments

You acknowledge that:

i. You independently investigated the Mayweather Boxing + Fitness studio franchise opportunity and recognize that, like any other business, the nature of the studio's business may, and probably will, evolve and change over time.

ii. Investing in a Mayweather Boxing + Fitness studio involves business risks that could result in your losing a significant portion or all of your investment.

iii. We have not made, and you have not relied on, any express or implied guaranty or representation as to the extent to which we and our affiliates will continue developing and expanding the Studio network.

iv. Your business abilities and efforts, including without limitation your ability to hire, train and retain qualified coaches, a studio manager and other personnel, are vital to your success.

v. Attracting members for your Studio will require consistent marketing efforts in your community, including through media advertising, print media and digital advertising, Social Media, community outreach and display and use of in-Studio promotional materials.

vi. Retaining members for your Studio will require you to maintain the premises, provide a high level of customer service, and adhere strictly to the Franchise System and our Brand Standards (defined in Section 6.G below and categorized in Section 7.C below).

vii. You are committed to maintaining our Brand Standards.

viii. Other than for disclosures in our franchise disclosure document, you have not received from us or our affiliates and are not relying upon any representations or guarantees, express or implied, of a Mayweather Boxing + Fitness studio's potential volume, revenue, income, or profits.

ix. In their dealings with you, our officers, directors, employees, consultants, lawyers, and agents act only in a representative, and not in an individual, capacity, and business dealings between you and them as a result of this Agreement are deemed to be only between you and us.

x. You have represented to us, to induce our signing this Agreement, that all application and qualification materials you gave us are accurate and complete, and you made no misrepresentations or material omissions to obtain the franchise.

xi. You read this Agreement and our franchise disclosure document and understand and accept that this Agreement's terms and covenants are reasonably necessary for us to maintain our high product quality and service standards (and the uniformity of those standards at each Mayweather Boxing + Fitness studio) and to protect and preserve the goodwill of the Marks.

xii. We have not made any representation, warranty, or other claim regarding this Mayweather Boxing + Fitness studio franchise opportunity other than those made in this Agreement and our franchise disclosure document, and you independently evaluated this opportunity (including by using your business professionals and advisors) and relied solely upon those evaluations in deciding to sign this Agreement.

xiii. You had an opportunity to ask questions and to review materials of interest to you concerning the Mayweather Boxing + Fitness studio franchise opportunity.

xiv. You had an opportunity, and we encouraged you, to have an attorney or other professional advisor review this Agreement and all other materials we gave or made available to you.

3. Grant of Franchise

A. Grant of Franchise

Subject to this Agreement's terms, we grant you the right, and you commit, to establish and operate a Mayweather Boxing + Fitness studio at the address identified on Exhibit A (the "**Studio**") using the Franchise System and the Marks. (If the Studio's address is unknown as of the Effective Date, the address will be determined as provided in Section 4.A and then listed on an amended and restated Exhibit A.) Your right to operate the Studio is limited to authorized services provided and authorized products sold at the Studio's physical location and does not include the right to distribute services and products over the Internet or to engage in other supply or distribution channels. You cannot perform or direct any marketing into any other territory other than in the Area of Protection (defined below) and are prohibited from Tarket Marketing. The term "**Target Marketing**" means an intentional effort by a franchisee to solicit and obtain members by any type of advertising or marketing directed at all or a portion of another franchisee's territory, company-owned business or any unassigned area.

B. Term

The franchise term (the "**Term**") begins on the Effective Date and expires on the tenth anniversary of the Effective Date. The Term is subject to earlier termination under Section 18. You agree to operate the Studio in compliance with this Agreement for the entire Term unless this Agreement is properly terminated under Section 18.

C. Territorial Rights

During the Term, we and our affiliates will not own or operate, or allow another franchisee or licensee to own or operate, another Mayweather Boxing + Fitness studio that has its physical location within the geographical area described on Exhibit A (the "**Area of Protection**"). We may modify the Area of Protection only as provided in Exhibit A.

D. Reservation of Rights

Except for your location exclusivity with respect to the Studio described in Section 3.C above, we and our affiliates retain all rights with respect to Mayweather Boxing + Fitness studios, the Marks, the sale of similar or dissimilar services and products, and any other activities we and they deem appropriate, whenever and wherever we and they desire, whether inside or outside the Area of Protection. Specifically, but without limitation, we and our affiliates reserve the following rights:

i. to own and operate, and to allow other franchisees and licensees to own and operate, Mayweather Boxing + Fitness studios at any locations outside the Area of Protection (including at the boundary of the Area of Protection) and on any terms and conditions we and they deem appropriate;

ii. to own and operate, and to allow other franchisees and licensees to own and operate, at any locations inside the Area of Protection and on any terms and conditions we and they deem appropriate, Mayweather Boxing + Fitness studios within the physical space of another fitness concept if, in each case, such locations are primarily associated with trademarks other than the Marks;

iii. to own and operate, and to allow other franchisees and licensees to own and operate, at any location inside the Area of Protection and on terms and conditions we and they deem appropriate Mayweather Boxing + Fitness studios within hospitals and healthcare facilities, airports, hotels, military bases and other governmental facilities, and university and college campuses (each, a "**Reserved Area**");

iv. to offer and sell, and to allow others to offer and sell, inside and outside the Area of Protection, and on any terms and conditions we and they deem appropriate, services and products that are identical or similar to and/or competitive with those offered and sold by Studios, whether identified by the Marks or other trademarks or service marks, through any distribution channels (including the Internet) except a Mayweather Boxing + Fitness studio that has its physical location inside the Area of Protection (except as described in subsections (ii) and (iii) above);

v. to establish and operate, and to allow others to establish and operate, anywhere (including inside or outside the Area of Protection) businesses offering similar services and products under trademarks and service marks other than the Marks;

vi. to acquire the assets or ownership interests of one or more businesses offering and selling services and products similar to those offered and sold at Studios (even if such a business operates, franchises, or licenses Competitive Businesses (defined in Section 12 below)), and operate, franchise, license, or create similar arrangements for those businesses once acquired, wherever those businesses (or the franchisees or licensees of those businesses) are located or operating, including within the Area of Protection; provided, however, we will not operate, franchise, license or create similar arrangements for a "KickHouse" studio within the Area of Protection so long as this Agreement is in effect;

vii. to be acquired (whether through acquisition of assets, ownership interests, or otherwise, regardless of the transaction form) by a business offering and selling services and products similar to those offered and sold at Studios, or by another business, even if such a business operates, franchises, or licenses Competitive Businesses inside or outside the Area of Protection; and

viii. to engage in all other activities this Agreement does not expressly prohibit.

E. National Account Program

We may, from time to time, establish certain programs for the benefit of Mayweather Boxing + Fitness™ franchisees and the Franchise System whereby franchisees will be permitted to provide authorized services and offer and sell authorized products and fitness-related equipment in accordance with the specifications described in any particular program established by us as prescribed in our Manual. The National Account program is defined as follows:

a) The term "**National Account**" means a special class of business including without limitation large businesses, national organizations, non-profit organizations and government agencies who on their own behalf or through agents, franchisees or other third parties owns, manages, controls or otherwise has responsibility for products, buildings or common-services in more than one location and whose presence is not confined within any one particular franchisee's Area of Protection (regardless of the aggregate contract amount of services and/or products any single franchisee may perform or provide). Any dispute as to whether a particular account is a National Account shall be determined by us in our sole and absolute discretion and our determination shall be final and binding;

b) We shall have the exclusive right, unless otherwise specified in writing, on behalf of ourselves, you and/or any other franchisees utilizing the Marks, to negotiate and enter into agreements or approve forms of agreement to provide authorized services and/or offer and sell authorized products and fitness-related equipment to National Account customers, including any affiliate, company-owned or franchised locations;

c) Following the execution of a contract with or the acceptance of a bid by a National Account which contemplates the provision of authorized services and/or the offer and sale of authorized products or fitness-related equipment to one or more National Account locations within the Area of Protection, and provided you are qualified and not in default under any terms of this Agreement and any addendum, we will provide you the option to perform authorized services and/or offer and sell authorized products and fitness-related equipment pursuant to the terms and conditions of the National

Account contract or on such terms and conditions as we in our sole discretion determine. You must notify us within three days following notice from us of the option to perform authorized services and/or offer authorized products and fitness-related equipment of its election to exercise such option. Failure to respond within such three-day period will be deemed a rejection of the option;

d) If you elect not to perform services and/or provide such products or fitness-related equipment to a National Account in conformity with the terms and conditions of the National Account bid or contract, or fail to make an election within the time period specified by us, then we shall have the right, exercisable in our sole discretion, to:

i. Provide directly or through any other affiliate or franchisee utilizing our Marks, services, products and/or fitness-related equipment to a National Account location(s) within the Area of Protection on the terms and conditions contained in the National Account bid or contract; and/or

ii. Contract with another party to provide services, products and/or fitness- related equipment to a National Account location(s) within the Area of Protection on the terms and conditions contained in the National Account bid or contract between us and the National Account Member, utilizing our Marks or any trademarks, service marks or trade names.

e) Neither the direct provision by us (or a franchisee, affiliate or agent of ours) of services, products and/or fitness-related equipment to a National Account as authorized in (i) above, nor any contract between us and another party to provide services, products or fitness-related equipment as authorized in (ii) above, shall constitute a violation of Section 18 of this Agreement relating to the Area of Protection, even if such services are performed or products and/or fitness-related equipment are offered from a location within the Area of Protection. You disclaim any compensation for services performed or products and fitness-related equipment offered and sold by others in the Area of Protection pursuant to this section.

F. Guaranty

The Guarantors must fully guarantee all of your financial and other obligations to us under this Agreement or otherwise arising from our franchise relationship with you, and agree personally to comply with this Agreement's terms, by executing the form of Guaranty attached as Exhibit B. "**Guarantors**" means each individual or Entity having an ownership interest (direct or indirect) in you. Each owner's name and his, her, or its percentage ownership interest (direct

or indirect) in you are set forth in Exhibit C. Subject to our rights and your obligations in Section 16, you must notify us of any change in the information in Exhibit C within ten days after the change occurs.

G. Your Form and Structure

If you are not an Entity as of the Effective Date, you must transfer all ownership of the Studio and this Agreement to an Entity that you form solely for the purpose of owning and operating the Studio, in accordance with Section 16.D hereof, within 30 days following the Effective Date. As a corporation, limited liability company, or general, limited, or limited liability partnership (each, an "**Entity**"), you agree and represent that:

i. You have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed and validly exist in good standing under the laws of the state of your incorporation or formation;

ii. Your organizational documents, operating agreement, or partnership agreement, as applicable, will, at our request, recite that this Agreement restricts the issuance and transfer of any direct or indirect ownership interests in you, and all certificates and other documents representing ownership interests in you will, at our request, bear a legend (the wording of which we may prescribe) referring to this Agreement's restrictions;

iii. Your organizational documents, operating agreement, or partnership agreement, as applicable, will, at our request, contain a provision requiring any dissenting or non-voting interest-holders to execute all documents necessary to effectuate any action that is properly authorized under the organizational documents, operating agreement, or partnership agreement, as applicable;

iv. Exhibit C to this Agreement completely and accurately describes all of your owners and their interests (direct or indirect) in you as of the Effective Date; and

v. You may not use any Mark (in whole or in part) in, or as part of, your legal business name or email address or use any name that is the same as or similar to, or an acronym or abbreviation of, the Mayweather Boxing + Fitness name (although you may register the "assumed name" or "doing business as" name "Mayweather Boxing + Fitness" in the jurisdictions where you are formed and qualify to do business).

H. Managing Owner and Studio Manager

Upon signing this Agreement, you must designate one of your individual owners to serve as your managing owner (the "**Managing Owner**"). The Managing Owner must own (directly or indirectly) at least 10% of the ownership interests in you at all times during the Term. In

addition, at least 90 days before your scheduled opening date, you must designate an individual that meets our Brand Standards to act as the manager of your Studio ("**Studio Manager**"). At least 30 days before your scheduled opening date, you must designate an individual that meets our Brand Standards to act as the head coach ("**Head Coach**"). At all times during the Term, there must be a Managing Owner, Studio Manager and Head Coach meeting the following qualifications and any other standards we set forth from time to time in the Manual or otherwise communicate to you:

i. We must approve the proposed Managing Owner in writing before you may register such Managing Owner for Initial Training;

ii. You must submit the required documentation evidencing that your Studio Manager and Head Coach meet our Brand Standards before either may participate in the Initial Training.

iii. Managing Owner is responsible for managing your business. Managing Owner must have sufficient authority to make decisions on your behalf that are essential to the Studio's effective and efficient operation. Managing Owner must communicate directly with us regarding any Studio-related matters (excluding matters relating to labor relations and employment practices). Managing Owner's decisions will be final and binding on you, we may rely solely on Managing Owner's decisions without discussing the matter with another party, and we will not be liable for actions we take based on Managing Owner's decisions or actions.

iv. If you want or need to change the individual designated as the Managing Owner or Studio Manager, you must seek a new individual (the "**Replacement Managing Owner**" or "**Replacement Studio Manager**") for that role in order to protect our brand. You must appoint the Replacement Managing Owner or Replacement Studio Manager within 30 days after the former Managing Owner or Studio Manager no longer occupies that position. We must approve in writing the Replacement Managing Owner or Replacement Studio Manager. The Replacement Managing Owner or Replacement Studio Manager must attend the applicable Initial Training program within 30 days after we approve the individual. You are responsible for the Replacement Managing Owner's or Replacement Studio Manager's compensation and TRE during the Initial Training. As used in this Agreement, "**TRE**" means travel-related expenses of our or your personnel, as applicable. In the case of our personnel, TRE includes coach or economy airfare, local transportation (including airport transfers), accommodations in a facility subject to our approval, meals, and a daily allowance upon which we and you agree for reasonable miscellaneous expenses.

4. Site Selection, Lease, and Developing the Studio

A. Site Selection and Acceptance

If the Studio's address is unknown as of the Effective Date, this Section 4.A will govern the site selection and acceptance process. Within 120 days after the Effective Date (except as otherwise provided in a Development Rights Rider to which you (or your affiliate) and we are parties, which always will supersede the deadlines specified in this Section 4), you must obtain our written acceptance of, and secure, a site within the state identified in Exhibit A at which to operate your Studio. The timeframe during which the Studio's site must be located, accepted, and secured within the state will expire upon the earliest of (i) our acceptance of the Studio's site and Lease (defined below) and giving you an amended and restated Exhibit A, (ii) this Agreement's termination, and (iii) 120 days after the Effective Date (unless, as noted above, a different date is specified in a Development Rights Rider).

We may review potential Studio sites that you identify within your state and may, at our option, visit any such potential Studio sites. We may condition a visit to and acceptance of a proposed site on your first sending us complete site reports and other materials (including, without limitation, photographs and video recordings) we request. We will give you our then- current criteria for Studio sites (which may include, without limitation, population density and other demographic characteristics, size, and other physical and commercial characteristics) to help in the site selection process. However, you acknowledge that we have made, and will make, no representations or warranties of any kind, express or implied, about the site's suitability for a Studio or for any other purpose, and further, that our acceptance of your proposed site does not constitute a representation, warranty or guaranty by us that the Studio will be profitable or successful.

You must submit all information we request when you propose a site. We will not unreasonably withhold our acceptance of a site if, in our and our affiliates' experience and based on the factors outlined above, the proposed site is not inconsistent with our then-current site criteria. We have the absolute right to reject any site not meeting our criteria or to require you to acknowledge in writing that a site you prefer is accepted but not recommended due to its incompatibility with certain factors that bear on a site's suitability as a location for a Studio. We will use commercially reasonable efforts to review and accept or reject each site you propose within 15 days after we receive all requested information and materials and, at our option, have conducted a site visit. If the site is not accepted in writing within such 15 days, the site will be deemed rejected.

You are solely responsible for evaluating and ultimately selecting the Studio's site. Our acceptance of a site indicates only that we believe the site is not inconsistent with our then- current site criteria. Applying criteria appearing effective with other sites might not accurately reflect the potential of all sites, and demographic or other factors included in or excluded from our site selection criteria could change, altering a site's potential. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if the particular site fails to meet your expectations. Upon acceptance of a proposed site and your execution of the lease, we

will list the accepted site's location as the Studio's address in Exhibit A and identify your Area of Protection in a map attached to Exhibit A.

You may not relocate the Studio to a new site without our prior written consent, which we may grant or deny as we deem best. We may condition relocation approval on (1) the new site and its lease being acceptable to us, and (2) your: (a) paying us a reasonable relocation fee (as set forth in the Manual), (b) reimbursing any costs we incur during the relocation process, (c) confirming that this Agreement remains in effect and governs the Studio's operation at the new site with no change in the Term or, at our option, signing our then-current form of franchise agreement to govern the Studio's operation at the new site for a new franchise term, (d) signing a general release, in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, and agents, (e) continuing to operate the Studio at its original site until we authorize its closure, and (f) taking, within the timeframe we specify and at your own expense, all action we require to de-brand and de-identify the Studio's former premises so it no longer is associated in any manner (in our opinion) with the Franchise System and the Marks.

B. Lease Negotiation and Acceptance

You must obtain a fully-executed letter of intent ("**LOI**") with the landlord of the Studio premises and retain a lawyer to review the Lease within 60 days of signing of this Agreement. The LOI must be for a site that we have accepted, in accordance with Section 4.A. You must send us the proposed Lease for our written acceptance, which we will not unreasonably withhold, at least 30 days before you intend to sign it. The Lease must include the Lease Rider attached to this Agreement as Exhibit D. You may not sign any Lease we have not accepted in writing. If we do not accept the proposed Lease in writing within 15 days after we receive a complete copy, the Lease will be deemed rejected. You acknowledge that our written acceptance of the Lease, as applicable, is not a guarantee or warranty, express or implied, of the Studio's success or profitability or of the Lease's suitability for your business purposes. Such negotiation or acceptance indicates only that we believe the site and the Lease terms adequately protect our interests and/or the interests of other franchisees in the Studio system, to the extent those interests are implicated in the Lease.

You must have a signed Lease within 120 days of signing of this Agreement and you must send us a copy of the signed Lease within five days after you and the landlord have signed it. After your Lease is executed, you must send us prior notice of any revisions to its terms that you or your landlord might propose, and we have the right to negotiate or accept or reject, those proposed revisions before they become effective.

C. Studio Pre-Opening Membership Sales

Within 30 days following the Effective Date of this Agreement you must purchase the "**Presale Success Kit**", which includes Merchandise (defined in Section 4.D) for resale to members who sign up for Studio memberships, a branded pop-up tent and marketing materials we require you to use when selling memberships for the Studio before it opens. Within 60 days following the date that you and your landlord have mutually executed and delivered the Lease,

you must begin pre-opening sales of Studio memberships in accordance with the "**Presale Checklist**" that we will provide to you. You must sell 250 memberships before the Opening Deadline. Unless we approve otherwise in writing, you may not be permitted to continue with certain developmental milestones or open the Studio for business with less than 250 members.

Without limiting the foregoing, if you have not sold 100 Studio memberships within 45 days following the date you begin selling pre-opening memberships for your Studio, then we may require your Managing Owner and Studio Manager to complete our presale training program at your expense, and we may elect to provide you with presale support. If applicable, you must pay our TRE in connection with such training and/or support.

We may, but are not required to, provide you with assistance and support in selling memberships before your Studio opens for business, including providing you with access to trained membership salespersons after you certify that you have completed the Presale Checklist. You must reimburse us for our TRE incurred in connection with assistance and support we provide you in preselling memberships if we learn that your certification of completion of the Presale Checklist was not accurate. We may offer incentive programs for the use of our assistance and support in selling memberships before your Studio opens for business. We make no promises or guarantees in connection with any assistance or support we provide.

D. Development of Studio

In addition to meeting the deadlines for obtaining our approval of a site for the Studio and signing an accepted Lease, you must within 300 days after the Effective Date of this Agreement (except as otherwise provided in any Development Rights Rider to which we and you, or your affiliate, are parties) (the "**Opening Deadline**"): (i) secure all financing, and obtain all permits and licenses, required to construct and operate the Studio, (ii) construct all required improvements to the site and decorate the Studio in compliance with our approved plans and Brand Standards, (iii) purchase or lease and install all required Operating Assets (defined below),
(iv) purchase the Presale Success Kit and meet the minimum 250 presale membership sales, (v) purchase an opening inventory of required, authorized, and approved gloves, hand wraps, scales, virtual reality headsets, apparel and nutritional supplements, beverages and food products (collectively, "**Merchandise**"), (vi) complete all required Initial Training, (vii) purchase Grand Opening Products (defined below) and begin performance of the market introduction program (described in Section 13.A), and (viii) open your Studio for business in accordance with all requirements of this Agreement. If you fail to timely complete any of these pre-opening obligations by the deadline prescribed in this Agreement or the Manual, then we may suspend your development of the Studio and participation in Initial Training programs (including our support of such development) until you cure your default of development deadline(s).

You must use an architect approved by us and select and contract with licensed contractors that meet our Brand Standards for the Studio buildout and leasehold improvements. You must retain an approved architect within seven days of the date the LOI is mutually executed and delivered. You are solely responsible for the selection and work of any architect and contractor employed by you, even if referred by or approved by us.

We will make available construction guidelines and mandatory and suggested specifications and layouts for a Studio (collectively, "**Plans**"), including requirements or recommendations (as applicable) for dimensions, design, interior layout, improvements, color scheme, décor, finishes, signage, and Operating Assets. All other decisions regarding the Studio's development are subject to our review and prior written approval. The Plans may not reflect the requirements of any federal, state, or local laws, codes, ordinances, or regulations (collectively, "**Laws**"), including those arising under the Americans with Disabilities Act, or any Lease requirements or restrictions. You are solely responsible for complying with all Laws and Lease requirements and restrictions and must inform us of any changes to the Studio's Plans and any specifications that you believe are necessary to ensure such compliance.

Within 40 days of the date the Lease is mutually executed and delivered, you must adapt the Plans for the Studio (the "**Adapted Plans**") and ensure the Adapted Plans comply with all Laws and Lease requirements and restrictions. You must obtain our written approval of (1) Adapted Plans before the Studio's build-out begins, and (2) all revised or "as built" plans and specifications prepared during the Studio's construction and development. Our review of the Adapted Plans is limited to verifying that they conform to our Plans. Our review is not intended or designed to assess your compliance with Laws or Lease requirements and restrictions; compliance in those areas is your responsibility. The Studio must be developed in accordance with the Adapted Plans we have approved in writing and the Brand Standards. We own the Plans and all Adapted Plans. We may require that you hire a permit expediter at your own expense. During the Studio's build-out, we may physically inspect the Studio and/or require that you provide to us photos and videos of the Studio's interior and exterior so we may confirm the Studio's compliance with the Brand Standards. If we deem it necessary to physically inspect the Studio more than once during the build-out, we have the right to charge you for all of our TRE incurred in conducting such additional visits.

You agree at your expense to construct and install all trade dress and Operating Assets in, and otherwise develop the Studio according to our Brand Standards and directions. The Studio must contain all Operating Assets, and only those Operating Assets, we specify or pre-approve. You agree to place or display at the Studio (interior and exterior), according to our guidelines, only the signs, emblems, lettering, logos, and display materials we approve from time to time.

You agree to purchase or lease for the Studio only approved brands, types, and models of Operating Assets according to our Brand Standards and, if we specify, only from one or more suppliers we designate or approve (which may include or be limited to us and/or certain of our affiliates). "**Operating Assets**" means equipment (such as full size heavy punching bags, smaller punching bags (such as tear drop balls, wrecking ball bags, boxing dummies, etc.), cardiovascular training equipment (such as tread mills, rowers, etc.), all-in-one suspension training units, dumb bells, battle ropes; furniture, fixtures and equipment (such as: desk, chairs, benches, tables, front counter unit, Mayweather Boxing + Fitness promotional cabinet unit, filing systems, shelves, different size racking units, cabinets and locker units), including audio visual equipment, interior graphics, as well as freight and installation and estimated taxes (collectively, the "**Mayweather Walkout Pack**," as further described in the Manual); floor coverings, signage, window and wall graphics, lighting, components of and required software licenses for the Technology System (defined in Section 7.E) and related support service providers, all of

which you must purchase from us or our affiliate before you open the Studio for business. You also must purchase from us or our affiliate all Merchandise offered and sold by the Studio. If you sell Merchandise from the Presale Success Kit before the Studio opens for business, then you must purchase additional inventory of these items from us or our affiliate before the Studio's grand opening ("**Grand Opening Products**") so that you have a complete stock of inventory when the Studio opens for business. You will not, however, be required to spend more than $20,000 on Grand Opening Products.

E. Opening

You must open the Studio for business on or before the Opening Deadline, provided, however, you may not do so until:

i. we or our designee inspects and approves in writing the Studio as having been developed in accordance with our Brand Standards and checklists. You must notify us in writing when the Studio is ready for inspection or review. Inspection and approval are limited to ensuring your compliance with our Brand Standards; approval is not a representation that the Studio in fact complies with our Brand Standards or a waiver of our right to enforce any provision of this Agreement. Inspection and approval likewise are not intended or designed to assess compliance with Laws; compliance with Laws is your responsibility. We will not unreasonably withhold our approval of the Studio;

ii. you, if you are an individual; or, if you are an Entity, your Managing Owner, and your Studio Manager and Head Coach (collectively, "**Required Training Participants**"), shall have completed to our satisfaction the initial orientation and applicable Initial Training programs and passed the tests described in Section 6.A;

iii. the Studio has sufficient employees, trained by you, to manage and operate the Studio on a day-to-day basis in compliance with Brand Standards;

iv. the Studio's employees have completed all required third-party certifications for the Studio's lawful operation (including certifications required under Laws, if any);

v. you have satisfied all state and federal permitting, licensing, and other legal requirements for the Studio's lawful operation, including but not limited to, where applicable, presale of memberships and the terms of memberships that can be sold, escrowing of memberships, stipulation for membership agreements and terminology that can be used in selling memberships and bonding requirements, and, upon our request, have sent us copies of all permits, bonds, licenses, and insurance policies required by Law and this Agreement;

vi. all amounts due to us, our affiliates, and principal suppliers have been paid;

vii. you have installed all equipment and software required for playing commercial-free music in Studio, including all required music licenses, all in accordance with the Manual;

viii. you have achieved a minimum of 250 presale memberships;

ix. you have expended all required funds in accordance with our requirements for pre-opening marketing;

x. you are not in default under any agreement with us, our affiliates, the landlord under the Lease or principal suppliers;

xi. you have completed all of the opening checklists contained in the Manual (defined in Section 6.G) at least three weeks before the Opening Deadline, or the date that we approve you to open, whichever first occurs; and

xii. you have met all other opening requirements that we have established in our Manual.

5. Fees

A. Initial Franchise Fee

You must pay us the initial franchise fee (the "**Initial Franchise Fee**") set forth on Exhibit A attached hereto concurrently with your execution of this Agreement. The Initial Franchise Fee is not refundable under any circumstances. This Agreement will not be effective, and you will have no franchise rights, until we receive the Initial Franchise Fee.

B. Presale Success Kit; Mayweather Walkout Pack; Grand Opening Products; Floor Coverings

You must pay us or our affiliate $36,000 for the purchase of the Presale Success Kit within 30 days after the Effective Date of this Agreement. You must pay us or our affiliate for the Mayweather Walkout Pack within five days after the mutual execution and delivery of the Lease for the Studio. Unless we agree otherwise, the cost of the Mayweather Walkout Pack is (i) $115,000 if the Studio will operate 16-person classes; (ii) $136,500 if the Studio will operate 24-person classes; or (iii) $149,000 if the Studio will operate 32-person classes. The Mayweather Walkout Pack does not include floor coverings, lighting, interior or exterior graphics or signage. Upon submission of the necessary permits for your Studio to the applicable governmental authority, you must pay us or our affiliate the then-current costs for floor coverings for your Studio, which will vary depending on the size and layout of your Studio. We will determine the costs for floor coverings in our sole discretion. You must pay us or our affiliate for Grand Opening Products no fewer than three weeks before the Studio opens for business. Payments for the floor coverings, Presale Success Kit, Mayweather Walkout Pack, and Grand Opening

Products are not refundable under any circumstances. We may terminate this Agreement in accordance with Section 18.B if you do not timely pay these amounts to us. We also may elect, at our option, to suspend your right to continue development of the Studio (including access to online training modules, participation in Initial Training, commencement of presale membership sales and access to construction and design support) until you make the required payments for the Presale Kit, Mayweather Walkout Pack, and/or Grand Opening Products, as applicable. Such election is not a waiver of any right or remedy that we have with respect to your default of your payment obligations under this Section 5.B, including without limitation termination of this Agreement.

C. Royalty

You agree to pay us, on or before the fifth day of each calendar month (the "**Payment Day**"), a royalty ("**Royalty Fee**") equal to 7% of the Studio's Gross Revenue during the preceding calendar month, unless you are signing this Agreement in connection with development of a Studio pursuant to a Development Rights Rider, in which case the Royalty Fee will be established by the Mayweather Boxing + Fitness franchise agreement signed concurrently with the Development Rights Rider, as further described in Exhibit A. In this Agreement, "**Gross Revenue**" means all revenue accrued from the performance of services and sales of all products, merchandise and equipment we may require and authorize you to sell (including any products, merchandise and equipment we may require and authorize you to sell in the future) in, at, upon, about, through or from the Studio, whether for cash or credit and regardless of collection in the case of credit, and income of every kind and nature related to the Studio. This includes all membership-related programs and/or fees (such as initiation fees, enrollment fees, processing fees, paid-in-full fees, renewal fees, monthly dues, annual membership fees and all revenues generated and derived during any presale membership programs) regardless of the amount you collect for such membership-related programs and fees. Gross Revenue also includes fair market value for any service or product (including any type of equipment) you receive in barter or exchange for its services and products, the retail value of any discounted and/or complimentary (free) services (including membership packages) or products given to members in addition to all insurance proceeds and/or condemnation awards for loss of sales, profits or business. However, Gross Revenue shall not include: (i) service fees for credit card transactions; (ii) revenues from any sales taxes or other add on taxes collected from members by you and transmitted to the appropriate taxing authority, (iii) gratuities paid by members to your employees; and (iv) the amount of cash refunds you in good faith provide to your members. The sale of services (such as membership packages, personal training sessions and group workout classes and events) and the sale and delivery of products and equipment, merchandise and other products and equipment conducted off-premises is included in computing Gross Revenue.

Revenue from gift cards we approve for offer and sale at Studios is included in the Studio's Gross Revenue when the gift card is used to pay for services and products (although we may collect our fees due on that revenue when the gift card is sold). Your Studio may not issue or redeem any gift certificates, coupons, or gift, loyalty, or similar cards unless we first approve in writing their form and content and your proposed issuing and honoring/redemption procedures. We may grant or withhold our approval as we deem best.

Any payment or report not actually received by us on or before the specified date shall be deemed overdue. If any payment is overdue, in addition to the right to exercise all rights and remedies available to us under this Agreement, you shall pay us a fee of $25, in addition to the overdue amount, interest on such amount from the date it was due until paid at the rate of 1.5% percent per month or the maximum rate allowed by the laws of the State in which your Studio is located or any successor or substitute law (referred to as the "**Default Rate**"), until paid in full.

D. Technology Fee

You must use the Technology System and ancillary technology, hardware and software that we prescribe in the operation of the Studio that we designate from time to time. You may not use any technology, hardware or software that has not been designated or approved by us in advance in writing. You must pay to us or our affiliate the fees, as specified in the Manual, for various technology products and services (some of which comprise the Technology System) that we will provide or arrange for third parties to provide. We may modify the provided technology from time to time and require you to pay us or a vendor any fees associated with any software license or software maintenance agreements that we or such licensor or vendor require, and we reserve the right to markup third-party access, license and usage fees in our discretion, but in accordance with prevailing market rates, on account of our management of such third-party relationships. Currently, the sum of fees (collectively, the "**Technology Fee**") for use of certain designated technology and software is $950 per month, excluding the fees paid to the providers of our designated customer relationship management and point of sale software, class video content management software and data analytics and reporting software. If you elect to utilize our approved heart rate monitoring system in the operation of your Studio, the Technology Fee will be increased to include the then-current subscription fee for access and use of the heart rate monitoring system charged by the approved provider. The Technology Fee does not include the music license fees that you are required to purchase from licensors; we may, at our option, collect such music license fees from you and pay them to the applicable music licensors on your behalf.

Portions of the Technology Fee may not accrue or be due and payable until the Studio opens for business. The Technology Fee must be paid in the amounts and manner that we and our affiliates establish from time to time. We reserve the right to add, replace and modify the technology and software used in your Studio. You may be required to sign separate license or user agreements for use of technology and software. You must adhere to all technology and software usage and maintenance requirements at your own expense, including installations and upgrades of Technology Systems necessary to operate designated technology and software, as specified in the Manual. You will have sole authority and control over the use of designated technology products and services offered by your Studio as part of your exclusive control over the day-to-day operations of the Studio.

E. Payment Method and Timing

You agree to authorize our designated point of sale provider to automatically remit to us each month from the account designated by you to receive the Gross Revenue for the Studio the Royalty Fee, Technology Fee, Brand Fund contribution, and other amounts due under this

Agreement and any related agreement between us (or our affiliates) and you. Funds must be available in the account before the Payment Day for withdrawal by electronic transfer. We may require you to obtain, at your expense, overdraft protection for your bank account in an amount we specify. You must reimburse any "insufficient funds" charges and related expenses we incur due to your failure to maintain sufficient funds in your bank account.

If you fail to report the Studio's Gross Revenue when required, we may (and you will authorize our designated point of sale provider to) debit your account for 125% of the Royalty Fee, Technology Fee, and Brand Fund contribution remitted to us for the previous payment period. If the amount remitted to us from your account is less than the amount you actually owe us for the payment period (once we determine the Studio's actual Gross Revenue), we will (and you will authorize our designated point of sale provider to) debit your account for the balance due on the day we specify. If the amount remitted to us from your account is greater than the amount you actually owe us for the payment period (once we determine the Studio's actual Gross Revenue), we will credit the excess, without interest, against the amount owed to us from your account for the following payment period.

We have the right, at our sole option upon notice to you, to change from time to time the timing and terms for payment of Royalty Fees, Technology Fees, Brand Fund contributions, and other amounts due to us under this Agreement. You may not subordinate to any other obligation your obligation to pay us Royalty Fees, Technology Fees, Brand Fund contributions or any other amount due under this Agreement.

F. Administrative Fee and Interest on Late Payments

In addition to our other remedies, including, without limitation, the right to terminate this Agreement under Section 18, if you fail to pay (or make available for withdrawal from your account) any amounts you owe us or our affiliates relating to this Agreement or the Studio, those amounts will bear interest, accruing as of their original due dates, at 1.5% per month or the highest commercial contract interest rate the Law allows, whichever is less. In addition, you must pay us a $100 administrative fee for each payment not made to us or our affiliate when due (or for each dishonored payment) to cover the increased costs and expenses incurred due to your failure to pay the amounts when due.

G. Application of Payments and Right of Set-Off

Notwithstanding any designation you make, we may apply any of your payments (whether made by debit or otherwise) to any of your past due indebtedness to us or our affiliates relating to this Agreement or the Studio. We may set off any amounts you or your owners owe us or our affiliates against any amounts that we or our affiliates owe you or your owners, whether in connection with this Agreement or otherwise.

H. Annual Increase in Fixed Fees and Amounts

Without limiting our right to modify and increase the Technology Fee as we modify and add to technology and software products and services we require you use in the operation of the

Studio, we reserve the right to increase any fixed fee, fixed payment, or fixed amount (i.e., not stated as a percentage) under this Agreement based on changes in the Index (defined below) ("**Annual Increase**"). An Annual Increase to such fees, payments, and amounts may occur only once during any calendar year and may not exceed the corresponding cumulative increase in the Index since the Effective Date or, as the case may be, since the date on which the last Annual Increase became effective for the particular fixed fee, payment, or amount being increased. Any and all Annual Increases will be made at the same time during the calendar year. "Index" refers to the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for all Items (1982 – 1984 = 100), not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics, or in a successor index. Notwithstanding this Section, if any fixed fee, payment, or amount due under this Agreement encompasses any third- party charges we collect from you on a pass-through basis (i.e., for ultimate payment to the third party), we also reserve the right to increase the fixed fee, fixed payment, or fixed amount beyond the Annual Increase to reflect increases in the third party's charges to us.

6. Training, Guidance, and Assistance

A. Initial Orientation and Training

Your Managing Owner must attend a three day initial training program ("**Franchisee Initial Training**") on operating the Studio at our principal business address (or online or another location we designate) no earlier than 120 days before you anticipate opening the Studio for business. In addition, your Managing Owner and Studio Manager must attend a four-day initial training program ("**Studio Manager Initial Training**") on the Brand Standards applicable to operation of the Studio and member experience at a Mayweather Boxing + Fitness studio operated by our affiliate (or online or another location we designate) no earlier than 90 days before you anticipate opening the Studio for business. Your Managing Owner, Studio Manager and Head Coach must participate in a three to four-day initial training program ("**Head Coach Initial Training**") on delivering our class workout programming, training strategies, boxing techniques and functional training content at your Studio no earlier than 30 days before the date we have approved your Studio to open for business to the public. The Franchisee Initial Training, Studio Manager Initial Training and Head Coach Initial Training are referred to collectively as "**Initial Training**"). We may charge our then-current training fee for each additional person that you desire to send and we approve to attend all or part of Initial Training. Initial Training focuses on our philosophy, Brand Standards, and the material aspects of operating a Studio, excluding aspects relating to labor relations and employment practices. Before you open the Studio to the public, your Required Training Participants must complete Initial Training to our satisfaction and pass applicable operations and proficiency tests.

You are responsible for paying wages, benefits, and TRE for all Required Training Participants and other approved trainees while they attend training. We will give you information about the number of hours they are actively involved in classroom and in-Studio training, and you are responsible for evaluating any other information you believe you need to ensure your employees are accurately paid during training. You also are responsible for maintaining workers' compensation insurance over your employees during training and must send us proof of that insurance at the outset of the training program.

B. Retraining

If any Required Training Participant fails to complete Initial Training to our satisfaction, or we determine after an inspection that retraining is necessary because the Studio is not operating according to Brand Standards, he or she may, or may be required by us to, attend a retraining session for which we may charge our then-current training fee. You are responsible for all employee compensation and TRE during retraining. We may terminate this Agreement if the Studio does not commence operation by the Opening Deadline with a fully trained staff. The Initial Franchise Fee is not refundable under any circumstances.

You may request additional or repeat training for any Required Training Participants at the end of Initial Training if they do not feel sufficiently trained to operate a Studio. We and you will jointly determine the duration of any additional training, which is subject to our personnel's availability. You must pay our then-current training fee for additional or repeat training. However, if you do not expressly inform us that your Required Training Participants do not feel sufficiently trained to operate a Studio, they will be deemed to have been trained sufficiently to operate a Studio.

C. Opening Set-Up and Support

We will send an opening training team (involving the number of people we determine) to the Studio in connection with its opening to the public for business for at least three days (typically starting before and continuing after actual opening), as we deem best under the circumstances, to support you in training your management personnel on our philosophy, brand principles and Brand Standards (but not matters relating to labor relations and employment practices) and prepare the Studio for opening. We will pay our opening training team's wages and TRE. The dates for our visit for such assistance and guidance must be mutually agreed upon by you and us. Such assistance shall be completed no earlier than four weeks prior to the opening date of the Studio for business and completed no later than 90 days once the Studio is open for business; provided, we will not schedule such on-site training until you have certified that all conditions to participating in such on-site training have been satisfied. Any costs incurred by us in connection with this assistance onsite at your Studio within the timeframe as described above will be paid by us (except where you misrepresent that conditions are satisfied in your certification to us, in which case you will be responsible for all TRE for our training team). If you do not take advantage of this onsite assistance and guidance within the timeframe described above, then we are not obligated to provide such assistance to you without charging you for the actual wages and TRE incurred by us. For your second and subsequent Studios, we will provide the same supervision and assistance as described above; however, you will be responsible for actual wages and TRE incurred by us. If you request, and we agree to provide, additional or special guidance, assistance, or training during this opening phase (excluding training relating to labor relations and employment practices), you must pay our personnel's TRE. We may delay the Studio's opening until all required training has been satisfactorily completed.

D. Ongoing and Supplemental Training/Convention

We may require your Required Training Participants and other management level staff and instructors to attend and complete satisfactorily various training courses and programs offered periodically during the Term by us or third parties at the times and locations we designate. You are responsible for their compensation and TRE during their attendance. We may charge our then-current fee for continuing and advanced training. If you request any training courses and programs to be provided locally, then subject to our training personnel's availability, you must pay our then-current training fee and our training personnel's TRE.

Besides attending and/or participating in various training courses and programs, your Managing Owner must attend an annual meeting of all Studio franchisees at a location we designate. You must pay all TRE to attend. You must pay any meeting fee we charge even if your Managing Owner does not attend (whether or not we excuse that non-attendance).

E. Training for Studio Employees

You must properly train all Studio employees to perform the tasks required of their positions. We may develop and make available training tools and recommendations for you to use in training the Studio's employees to comply with Brand Standards. We may update these training materials periodically to reflect changes in our training methods and procedures and changes in Brand Standards.

We may periodically and without prior notice review the Studio's performance to determine if the Studio meets our Brand Standards. If we determine that the Studio is not operating according to Brand Standards, we may, in addition to our other rights under this Agreement, recommend that you retrain one or more Studio employees.

F. Training Cancellation Fee

If any of your management personnel or coaches cancels participation in any training class or program for which you pre-register such management personnel and pay us a training fee, we will not refund or reimburse the training fee you paid. If participation is cancelled more than two weeks before the class or program is scheduled to begin, we will apply one-half of the training fee as a credit toward the fees due for a future training class or program that your management personnel or coaches attend. However, if participation is cancelled two weeks or less before the class or program is scheduled to begin, you will receive no credit at all toward future training fees due. If your Studio Manager or Head Coach cancels participation in any training class that is part of the Initial Training we provide for no additional fee after granting the Franchise to you, you must pay us a cancellation fee. The cancellation fee is one-half of our then-applicable training fee per person (depending on which class or program is involved). This fee is due immediately and is not refundable.

G. General Guidance and the Manual

We periodically will advise you or make recommendations regarding the Studio's operation with respect to:

i. standards, specifications, operating procedures, and methods that Studios use;

ii. purchasing required or recommended Operating Assets, Merchandise and other products, services, supplies, and materials;

iii. training methods and procedures for coaches as it relates to delivery of programming and content (although you are solely responsible for the employment terms and conditions of all Studio employees);

iv. membership packages, personal training packages and promotional campaigns for new members (including complimentary or discounted Merchandise); and

v. accounting, advertising, and marketing.

We may guide you through our operations manual and/or other technical manuals, checklists and playbooks (collectively, the "**Manual**"), in bulletins or other written materials, by electronic media, by telephone consultation, and/or at our office or the Studio. If you request and we agree to provide, or we determine that you need, additional or special guidance, assistance, or training, you agree to pay our then-applicable charges, including reasonable training fees and our personnel's daily charges and TRE. Any specific ongoing training, meetings, conventions, advice, or assistance we provide does not obligate us to continue providing that training, meeting, convention, advice, or assistance, all of which we may discontinue and modify at any time.

We will give you access to our Manual, which will be made available to you in hardcopy or through the System Website (defined in Section 13.F below). Any passwords or digital identifications necessary to access the Manual are considered part of Confidential Information. The Manual may consist of and is defined to include audio, video, computer software, other electronic and digital media, and/or written and other tangible materials. The Manual contains mandatory and suggested specifications, standards, operating procedures, and rules we periodically issue for developing and operating a Studio ("**Brand Standards**") and information on your other obligations under this Agreement. We may modify the Manual periodically to reflect changes in Brand Standards, but those modifications will not alter your fundamental rights or status under this Agreement. You agree to keep current your copy of the Manual (if delivered in hardcopy) and timely communicate all updates to your employees. You must, as applicable, periodically monitor the System Website for updates to the Manual or Brand Standards. You agree to keep all parts of the Manual secure and restrict access to any passwords for accessing the Manual. If there is a dispute over its contents, our master copy of the Manual controls. You agree that the Manual's contents are confidential and not to disclose any part of the Manual to any person other than Studio employees and others needing access in order to perform their duties, but only if they agree to maintain its confidentiality by signing a form of confidentiality agreement. We have the right to pre-approve the form used (an acceptable sample of which is attached as Exhibit E). You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Manual, except for certain forms specified in the Manual.

While we have the right to pre-approve the form of confidentiality agreement you use with Studio employees and others having access to our Confidential Information in order to protect that Confidential Information, under no circumstances will we control the forms or terms of employment agreements you use with Studio employees or otherwise be responsible for your labor relations. In addition, Brand Standards do not include any personnel policies or procedures, or any Studio security-related policies or procedures, that we (at our option) may make available to you in the Manual or otherwise for your optional use. You will determine to what extent, if any, these policies and procedures might apply to your Studio's operation. You and we agree that we do not dictate or control labor or employment matters for franchisees and Studio employees, and we are not responsible for the safety and physical security of Studio employees, guests, and visitors.

H. Delegation

We have the right from time to time to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether they are our affiliates, agents, or independent contractors with which we contract to perform such obligations.

7. Studio Operation and Brand Standards

A. Condition and Appearance of Studio

You may not use, or allow another to use, any part of the Studio for any purpose other than operating a Studio in compliance with this Agreement. You must place or display at the Studio (interior and exterior), according to our guidelines, only those signs, emblems, designs, artwork, lettering, logos, and display and advertising materials we periodically specify. You agree to maintain the condition and appearance of the Studio, the site, the Operating Assets and Merchandise in accordance with Brand Standards. Without limiting that obligation, you must take the following actions during the Term at your own expense: (i) thorough cleaning, repainting, and redecorating of the Studio's interior and exterior at intervals we periodically specify and at our direction; (ii) interior and exterior repair of the Studio and the site as needed; and (iii) repair or replacement, at our direction or in accordance with the manufacturer's instructions, of damaged, worn-out, unsafe, non-functioning, or obsolete Operating Assets at intervals we periodically specify (or, if we do not specify an interval for replacing an Operating Asset, as that Operating Asset needs to be replaced in order to provide services required to be offered by Studios in compliance with Brand Standards and applicable product warranties).

In addition to your obligations described above in clauses (i) through (iii), we periodically may modify Brand Standards, which may accommodate regional or local variations, and those modifications may obligate you to invest additional capital in the Studio and/or incur higher operating costs. You agree to implement any changes in mandatory Brand Standards within the time period we request as if they were part of this Agreement on the Effective Date. However, except for:

(a) changes in the Technology System;

(b) changes in signage and logo (i.e., Studio exterior and interior graphics and signage);

(c) changes provided in Sections 16.C.ii.(f) and (h) in connection with a transfer;

(d) changes required by the Lease or applicable Law; and

(e) your obligations in clauses (i) through (iii) in the first paragraph of this Section 7.A,

for all of which the timing and amounts are not limited during the Term, we will not obligate you to make any capital modifications:

i. during the first three years after the Studio commences operation; or

ii. during the last two years of the Term, unless the proposed capital modifications during those last two years (the amounts for which are not limited) are in connection with Studio upgrades, remodeling, refurbishing, and similar activities for your acquisition of a successor franchise (as provided in Section 17.iii).

This means that, besides the rights we reserve above in clauses (a) through (e), we may during the fourth through eighth years after the Studio commences operation (and unrelated to your potential acquisition of a successor franchise) require you to substantially alter the Studio's appearance, layout, and/or design, and/or replace a material portion of the Operating Assets, in order to meet our then-current requirements and then-current Brand Standards for new Studios. You acknowledge that this could obligate you to make extensive structural changes to, and significantly remodel and renovate, the Studio, and/or to spend substantial amounts for new Operating Assets. All signage, graphics, equipment, furnishings, fixtures, floor coverings, technology items (such as: POS System, computers, tablets, software, camera security system, flat screen televisions, virtual reality system, etc.) and any other products that are necessary to operate the Studio as determined by us, in our sole discretion, must be updated to meet our then- current requirements. You agree to spend any sums required in order to comply with this obligation and our requirements (even if such expenditures cannot be amortized over the remaining Term), provided, however, that we will not require you to spend in the aggregate in connection with any remodeling and renovation project, during the fourth through eighth years after the Studio commences operation, more than 50% of the initial amount you spent to construct the Studio. Within 60 days after receiving written notice from us, you must prepare plans according to the Brand Standards using architects we approve and contractors that meet our Brand Standards, and you must submit those plans to us for written approval. You agree to complete all work according to the plans we approve within the time period we reasonably specify and in accordance with this Agreement.

We also may from time to time give you the option to participate in certain test programs for new services, products, and/or Operating Assets. This could obligate you to spend money for new Operating Assets and to incur other operating costs associated with the Studio. We need not reimburse you for those items. You agree to maintain and timely send us any records and reports we require related to the test programs. We may discontinue any test programs before their scheduled completion dates and choose not to implement any changes to the Franchise System.

B. Compliance with Applicable Laws and Good Business Practices

You must secure and maintain all licenses, permits, and certificates required for the Studio's operation and operate the Studio in full compliance with all Laws, including government regulations relating to occupational hazards, sale of memberships, sale of products intended for human consumption, advertising, health, environment, employment, workers' compensation and unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes, and sales and service taxes. Your advertising and promotion must be completely factual and conform to the highest standards of ethical advertising. The Studio must in all dealings with its members, suppliers, us, and the public adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. You may not engage in any business or advertising practice that could injure our business and the goodwill associated with the Marks, the Franchise System, and other Studios. You alone are responsible for ensuring that your membership agreements and presale of memberships comply with all applicable Laws. You will be liable to the applicable legal authorities for your failure to do so (and to us if we are brought into the matter because of your failure). You must notify us in writing immediately if (i) any legal charge is asserted against you or the Studio (even if there is no formal proceeding), (ii) any action, suit, or proceeding is commenced against you or the Studio, (iii) you receive any report, citation, or notice regarding the Studio's failure to comply with any licensing, food safety and handling, health, cleanliness, or safety Law or standard, or (iv) any bankruptcy or insolvency proceeding or an assignment for the benefit of creditors is commenced by or against you, your owners, or the Studio.

C. Compliance with Brand Standards

You agree to comply with all Brand Standards, as we may periodically modify them, as if they were part of this Agreement. You may not offer, sell, or provide at or from the Studio any services or products not authorized by us in advance. You must offer, sell, and provide all services and products we prescribe from time to time. Brand Standards may direct any aspect of the Studio's operation and maintenance, including any one or more of the following:

i. required and/or authorized services and products; unauthorized and prohibited services and products; and inventory requirements so the Studio may operate at full capacity. We always have the right to approve or disapprove in advance all items and services to be used or sold by the Studio. We may withdraw our approval of previously authorized products and services;

ii. stock and display a minimum inventory of Merchandise for resale at all times at the Studio, in accordance with the Brand Standards we establish from time to time, including without limitation seasonal inventory requirements applicable to Merchandise. At least 25% of your inventory of Merchandise must be comprised of Merchandise made available in the then-current calendar quarter. If you fail to maintain such minimum inventory levels, we can automatically ship such inventory to the Studio and obtain payment for such inventory items through automatic debit to

your bank account or through technology we require you to use in the Studio;

iii. sales, marketing, advertising, and promotional programs and the materials and media used in those programs, including participating in and complying with the requirements of any special advertising, marketing, and promotional programs we periodically specify;

iv. adequate staffing levels for the Studio to operate the Studio in compliance with Brand Standards and deliver the required customer service experience to members. However, you have sole responsibility and authority for your labor relations and employment practices, including, among other things, employee selection, promotion, termination, hours worked, rates of pay, benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Studio employees are exclusively under your control at the Studio. You must communicate clearly with Studio employees in your employment agreements, human resources manuals, written and electronic correspondence, paychecks, and other materials that you (and only you) are their employer and that we, as the franchisor of Studios, and our affiliates are not their employer and do not engage in any employer-type activities (including those described above) for which only franchisees are responsible. You must obtain an acknowledgment (in the form we specify or approve) from all Studio employees that you (and not we or our affiliates) are their employer;

v. standards, procedures, and requirements for responding to customer complaints, including reimbursing our out-of-pocket costs if we resolve a customer complaint because you fail to do so as or when required;

vi. recommended pricing tiers for your market based on local market conditions. If we determine that we may lawfully require you to charge certain minimum or maximum prices for goods or services, you must adhere to our pricing policies as set forth in the Manual or otherwise in writing from time to time. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with any advertising policies we adopt from time to time which prohibit you from advertising a price for such product or service that is different from our suggested retail price. We may also require you to participate in promotions, special offers, and discounts in which some or all Studios must participate, in each case to the maximum extent the law allows;

vii. member revenue reconciliation for all-access memberships and member transfer policies that we have established as set forth in the Manual;

viii. standards and recommendations for training your Studio's management personnel and coaches to follow Brand Standards;

ix. use and display of the Marks at the Studio and on Merchandise and supplies;

x. quality-assurance, safety-audit, guest-satisfaction, and "mystery-shop" programs, including your using and paying directly our designated third-party service providers;

xi. minimum days and hours of operation;

xii. accepting credit and debit cards and other payment forms and using designated payment systems;

xiii. issuing and honoring/redeeming gift certificates, gift and loyalty cards and digital assets, and administering member loyalty and similar programs. You must participate in, and comply with the requirements of, our gift card and other member loyalty programs. You agree that we may direct remits from the Technology System or draft from your bank account all monies paid to you for gift cards and similar member loyalty initiatives and hold those monies until the gift cards and similar member loyalty initiatives are redeemed at your Studio (or, if applicable, another Studio). However, we may keep any prepaid amounts that are not used by members to the extent allowed by Law;

xiv. standards and procedures for (a) communications among you, us, and other franchisees, (b) accessing and using various aspects of the System Website, (c) using blogs, common social networks like Facebook and Instagram, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio, and video-sharing sites like TikTok, and other similar social-networking media or tools (collectively, "**Social Media**") that in any way reference the Marks or involve the Studio, and
(d) using the Marks as part of any domain name, homepage, electronic address, metatag, metaverse or otherwise in connection with any website or other online presence (collectively, "**Digital Marketing**") (except to the extent our standards or procedures are prohibited under Law); and

xv. any other aspects of operating and maintaining the Studio that we determine are useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and Studios.

Brand Standards will not include any employment-related policies or procedures or dictate or regulate the employment terms and conditions for the Studio's employees. Any information we provide (in the Manual or otherwise) concerning employment-related policies or procedures or relating to employment terms and conditions for Studio employees, is only a recommendation, and not a requirement, for your optional use.

As described in Section 7.A above, we have the right periodically to modify and supplement Brand Standards, which may require you to invest additional capital in the Studio and incur higher operating costs. Those Brand Standards will constitute legally binding obligations on you when we communicate them. Although we retain the right to establish and modify periodically the Brand Standards you have agreed to follow, you retain complete responsibility and authority for the Studio's management and operation and for implementing and maintaining Brand Standards at the Studio.

You acknowledge the importance of operating the Studio in full compliance with this Agreement and Brand Standards. You further acknowledge that your deviation from any contractual requirement, including any Brand Standard, is a violation of this Agreement and will trigger incalculable administrative and management costs for us to address the violation (separate and apart from any damages your violation might cause to the Franchise System, our business opportunities, or the goodwill associated with the Marks). Therefore, you agree to compensate us for our incalculable administrative and management costs by paying us $1,000 for each deviation from a contractual requirement, including any Brand Standard, cited by us (**the "Non-Compliance Fee"**). (The Non-Compliance Fee does not apply to payment defaults for which we may charge late fees and interest under Section 5.F above.) We and you deem the Non- Compliance Fee to be a reasonable estimate of our administrative and management costs and not a penalty. We may debit your bank account or deduct amounts from your bank account through technology we require you to use in the Studio for Non-Compliance Fees or set off monies otherwise due and payable to you to cover the payment of Non-Compliance Fees. We must receive the Non-Compliance Fee within five days after we notify you that we are charging it due to your violation. We need not give you a cure opportunity before charging the Non-Compliance Fee. Charging the Non-Compliance Fee does not prevent us from seeking to recover damages to the Franchise System, our business opportunities, or the goodwill associated with the Marks due to your violation, seeking injunctive relief to restrain any subsequent or continuing violation, and/or formally defaulting you and terminating this Agreement under Section 18.B.

D. Approved Services, Products, and Suppliers

We designate and approve, and may periodically modify, the Brand Standards, brands, models, manufacturers, suppliers, and/or distributors for the Operating Assets, Merchandise and other services and products that we authorize and require you to use and resell in the Studio. We may, at our option, establish a call center to conduct membership sales activities on behalf of all Mayweather Boxing + Fitness studios, and if we elect to establish such call center, you will be required to utilize the services of such call center for membership sales and pay us or our affiliate the applicable call center fee. You must purchase or lease all Operating Assets and other services and products (including designated technology and back office support products and services) you use and/or resell at the Studio according to our Brand Standards and, if we require, only from suppliers or distributors we designate or approve (which may include or be limited to us, our affiliates, and/or other restricted sources) in accordance with Brand Standards we establish from time to time. We and our affiliates may derive revenue based on your purchases and leases, including, without limitation, from charging you (at prices exceeding our and their costs) for services and products we or our affiliates sell you and from promotional allowances, volume discounts, rebates and other amounts paid to us and our affiliates by suppliers that we

designate, approve, or recommend for some or all Franchise System franchisees. We and our affiliates may use all amounts received from suppliers, whether or not based on your and other franchisees' prospective or actual dealings with them, without restriction for any purposes we and our affiliates deem appropriate. If you derive any revenue based on payments or promotional allowances received from suppliers and/or distributors, you must report to us the details of the arrangement and such revenue shall be included in Gross Revenue.

If you want to purchase or lease any Operating Assets or other products or services from a supplier or distributor we have not then approved (if we require you to buy or lease the product or service only from an approved supplier or distributor), then you must establish to our reasonable satisfaction that the product or service is of equivalent quality and functionality to the product or service it replaces and the supplier or distributor is, among other things, reputable, financially responsible, adequately insured for product liability claims and complies with our supplier code of conduct. You must pay upon request any actual expenses we incur to determine whether or not the products, services, suppliers, or distributors meet our requirements and Brand Standards. We may condition our written approval of a supplier or distributor on requirements relating to product quality and safety, prices, consistency, warranty, reliability, financial capability, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), our supplier code of conduct and environmental, social and governance (ESG) policies, and other criteria. We have the right to inspect the proposed supplier's or distributor's facilities and to require the proposed supplier or distributor to deliver product samples or items, at our option, either directly to us or to any third party we designate for testing. If we approve a supplier or distributor you recommend, you agree that we may allow other franchisees to purchase or lease the Operating Assets or other products or services from those suppliers or distributors without limitation and without compensation to you. Despite the foregoing, we may limit the number of approved suppliers and distributors with which you may deal, designate sources you must use, and refuse any of your requests for any reason, including, without limitation, because we have already designated an exclusive source (which might be us or one of our affiliates) for a particular item or service or believe that doing so is in the network of Mayweather Boxing + Fitness studios' best interests. We make no guaranty, warranty, or promise that we will obtain the best pricing or most advantageous terms on your behalf. We also do not guaranty the performance of suppliers and distributors to you. We are not responsible or liable if the products or services provided by a supplier or distributor fail to conform to or perform in compliance with Brand Standards or our contractual terms with the supplier or distributor.

We have the right (without liability) to consult with your suppliers about the status of your account with them and to advise your suppliers and others with whom you, we, our affiliates, and other franchisees deal that you are in default under any agreement with us or our affiliates (but only if we or our affiliate has notified you of such default).

We also reserve the right to revoke our approval of any previously approved supplier. If you receive a notice of revocation of approval, you agree to cease purchasing or leasing the previously approved product or service and you agree to dispose of or sell through your remaining inventory of a previously approved product as we direct.

You may not use vendor relationships that you establish through your association with the Franchise System for any purpose other than operation of the Studio.

E. Technology System

You agree to obtain, maintain and use the computer hardware which meets our hardware specifications and all software specified by us and as contained in the Manual, which may include our virtual reality software and other proprietary software (the "**Technology System**"). You must use the Technology System to input and access information about your revenue and operations, as specified in the Manual. You must maintain the Technology System's continuous operation. You must, at all times, give us unrestricted and independent electronic access (including user IDs and passwords) to the Technology System for the purposes of obtaining information relating to the Studio (excluding matters relating to labor relations and employment practices) and to the content of any Studio e-mail accounts we provide you. You must permit us to download and transfer data via internet connection or such other connection we specify on a real-time basis.

We may periodically modify the Technology System's specifications and components. Our modification of Technology System specifications, and/or other technological developments or events, may require you to purchase, lease, or license new or modified computer hardware, software, peripherals, and other components and to obtain service and support for the Technology System. Although we cannot estimate the future costs of the Technology System or required service or support, you must incur the costs to obtain the computer hardware, software, peripherals, and other components comprising the Technology System (and additions and modifications) and required service or support. Within 90 days after we deliver notice to you, you must obtain the Technology System components we designate and ensure that your Technology System, as modified, is functioning properly.

We and our affiliates may condition any license of required or recommended proprietary software to you, and/or your use of technology developed or maintained by or for us, on your signing a software license agreement or similar document, or otherwise agreeing to the terms (for example, by acknowledging your consent to and accepting the terms of a click-through license agreement), that we and our affiliates periodically prescribe to regulate your use of, and our (or our affiliates') and your respective rights and responsibilities with respect to, the software or technology. In addition to the Technology Fee described in Section 5.D above, we and our affiliates may charge you upfront and ongoing fees for any other required or recommended proprietary software or technology we or our affiliates license to you and for other Technology System maintenance and support services provided during the Term.

Despite your obligation to buy, use, and maintain the Technology System according to our standards and specifications, you have sole and complete responsibility for: (1) acquiring, operating, maintaining, and upgrading the Technology System; (2) the manner in which your Technology System interfaces with our and any third party's computer system; (3) any and all consequences if the Technology System is not properly operated, maintained, and upgraded (though we are not responsible for any outages in our proprietary operating software); and (4) independently determining what is required for you to comply (and then complying) at all times

with the most current version of the Payment Card Industry Data Security Standards, and with all Laws governing the use, disclosure, and protection of Consumer Data (defined in Section 10) and the Technology System, and validating compliance with those standards and Laws as may be periodically required. The Technology System must permit 24 hours per day, seven days per week electronic communications between you and us, including access to the Internet and System Website (but excluding matters relating to labor relations and employment practices).

During the Term, we may make available to you a mobile booking application for use by our members and prospective members to place bookings for classes, participate in loyalty programs that we may establish and access such other content that we may provide from time to time (the "**Mobile Booking App**"). We may require you to use the Mobile Booking App in the operation of your Studio, promote the use of the Mobile Booking App in your Studio and/or provide content to be included in the Mobile Booking App. You agree to incur the costs of obtaining, using, maintaining and updating the Mobile Booking App (and additions and modifications) and required service and support. We may add, discontinue or modify the Mobile Booking App from time to time at our option.

8. Marks

A. Ownership and Goodwill of Marks

Your right to use the Marks is derived only from this Agreement and is limited to your operating the Studio according to this Agreement and all mandatory Brand Standards we prescribe during the Term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our (and our licensor's) rights in the Marks. Any use of the Marks relating to the Studio, and any goodwill that use establishes, are for our (and our licensor's) exclusive benefit. We (and our licensor) may take the action necessary to enforce all trademark use obligations under this Agreement. This Agreement does not confer any goodwill or other interests in the Marks upon you, other than the right to operate the Studio according to this Agreement. All provisions in this Agreement relating to the Marks apply to any additional and substitute trademarks and service marks we periodically authorize you to use. You may not at any time during or after the Term contest or assist any other person to contest the validity, or our (or our licensor's) ownership, of the Marks.

B. Limitations on Use of Marks

You agree to use the Marks as the Studio's sole identification, subject to the notices of independent ownership we periodically designate. You may not use any Mark (i) as part of any corporate or legal business name, (ii) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we license to you), (iii) in selling any unauthorized services or products, (iv) in connection with any Digital Marketing, or in any user name, screen name, or profile in connection with any Social Media sites, without our consent or, if applicable, without complying with our Brand Standards communicated to you, or (v) in any other manner we have not expressly authorized in writing. You may not use any Mark to advertise the transfer, sale, or other disposition of the Studio or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You must give the notices of

trademark and service mark registrations we periodically specify and obtain any fictitious or assumed name registrations that applicable Law requires. You may not pledge, hypothecate, or grant a security interest in any property that bears or displays the Marks (unless the Marks are readily removable from such property) and must advise your proposed lenders of this restriction.

To the extent you use any Mark in employment-related materials, you must include a clear disclaimer that you (and only you) are the employer of Studio employees and that we, as the franchisor of Studios, and our affiliates are not their employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. You also must obtain an acknowledgment (in the form we specify or approve) from all Studio employees that you (and not we or our affiliates) are their employer.

Notwithstanding anything contained in this Agreement related to our license of the Marks to you during the term of this Agreement, you agree that you shall not use the Mayweather Image (defined in Section 20.F) except as we authorize in advance in writing and in strict compliance with our Brand Standards.

C. Notification of Infringements and Claims

You agree to notify us immediately of any actual or apparent infringement or challenge to your use of any Mark, any person's claim of any rights in any Mark (or any identical or confusingly similar trademark), or unfair competition relating to any Mark. You may not communicate with any person other than us and our licensor, our respective attorneys, and your attorneys regarding any infringement, challenge, or claim. We and our licensor may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding or enforcement action arising from any infringement, challenge, or claim or otherwise concerning any Mark. You must sign any documents and take any other reasonable actions we and our, and our licensor's, attorneys deem necessary or advisable to protect and maintain our (and our licensor's) interests in any litigation, Patent and Trademark Office or other proceeding, or enforcement action or otherwise to protect and maintain our (and our licensor's) interests in the Marks.

D. Discontinuance of Use of Marks

If we believe at any time that it is advisable for us and/or you to modify, discontinue using, and/or replace any Mark, and/or to use one or more additional or substitute trademarks or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We need not reimburse your expenses to comply with those directions (such as your costs to change signs or to replace supplies for the Studio), any loss of revenue due to any modified or discontinued Mark, or your expenses to promote a modified or substitute trademark or service mark.

E. Indemnification for Use of Marks

We agree to reimburse your damages and expenses incurred in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement, provided your use has been consistent with this Agreement, the Manual, and Brand Standards communicated to you and you have timely notified us of, and complied with our directions in responding to, the proceeding. At our option, we may defend and control the defense of any proceeding arising from or relating to your use of any Mark under this Agreement.

9. Confidential Information

We and our affiliates possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law, relating to developing and operating Studios (the "**Confidential Information**"), which includes, but is not limited to:

i. information in the Manual and our Brand Standards, including our proprietary Studio curriculum;

ii. layouts, designs, and other Plans for Studios;

iii. methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, and knowledge and experience used in developing and operating Studios;

iv. marketing research and promotional, marketing, and advertising programs for Studios;

v. proprietary tiered membership packages, boxing and fitness programs, workout routines and virtual reality platform that incorporates our virtual reality images, and coaching and workout sessions;

vi. knowledge of specifications for and suppliers of, and methods of ordering, certain Operating Assets, services, products, materials, and supplies that Studios use and sell;

vii. knowledge of the operating results and financial performance of Studios other than the Studio;

viii. customer solicitation, communication, and retention programs, along with Data used or generated in connection with those programs;

ix. all Data and other information generated by, or used or developed in, operating the Studio, including Consumer Data, and any other information contained from time to time in the Technology System or that visitors (including you) provide to the System Website; and

x. any other information we reasonably designate as confidential or proprietary.

You will not acquire any interest in any Confidential Information, other than the right to use certain Confidential Information as we specify in operating the Studio during the Term according to Brand Standards and this Agreement's other terms and conditions. You acknowledge that using any Confidential Information in another business would constitute an unfair method of competition with us and our affiliates, suppliers, and franchisees. You acknowledge and agree that Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you, your owners, and your employees agree, and you and they do agree:

i. not to use any Confidential Information in another business or capacity and at all times to keep Confidential Information absolutely confidential, both during and after the Term (afterward for as long as the information is not generally known in the fitness industry);

ii. not to make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form;

iii. to adopt and implement all reasonable procedures we periodically specify to prevent unauthorized use or disclosure of Confidential Information, including disclosing it only to Studio personnel and others needing to know the Confidential Information in order to operate the Studio and using confidentiality and non-disclosure agreements with those having access to Confidential Information. (We have the right to pre-approve the forms of agreements you use solely to ensure that you adequately protect Confidential Information and the competitiveness of Studios. Under no circumstances will we control the forms or terms of employment agreements you use with Studio employees or otherwise be responsible for your labor relations or employment practices); and

iv. not to sell, trade, or otherwise profit in any way from the Confidential Information (including by selling or assigning any Consumer Data or related information or Data), except during the Term using methods we have approved.

"Confidential Information" does not include information, knowledge, or know-how that lawfully is or becomes generally known in the fitness industry or that you knew from previous business experience before we gave you access to it (directly or indirectly). If we include any matter in Confidential Information, anyone claiming it is not Confidential Information must prove that the exclusion in this paragraph applies.

10. Consumer Data

You must comply with our reasonable instructions regarding the organizational, physical, administrative, and technical measures and security procedures to safeguard the confidentiality and security of the names, addresses, telephone numbers, e-mail addresses, dates of birth, demographic or related information, buying habits, preferences, credit-card information, and

other personally-identifiable information of members ("**Consumer Data**") and, in any event, employ reasonable means to safeguard the confidentiality and security of Consumer Data. You must comply with all Laws governing the use, protection, and disclosure of Consumer Data.

If there is a Data Security Incident at the Studio, you must notify us immediately after becoming aware of the actual or suspected occurrence, specify the extent to which Consumer Data was compromised or disclosed, and comply and cooperate with our instructions for addressing the Data Security Incident in order to protect Consumer Data and the Studio brand (including giving us or our designee access to your Technology System, whether remotely or at the Studio). We (and our designated affiliates) have the right, but no obligation, to take any action or pursue any proceeding or litigation with respect to the Data Security Incident, control the direction and handling of such action, proceeding, or litigation, and control any remediation efforts.

"**Data Security Incident**" means any act that initiates either internally or from outside the Studio's computers, point-of-sale terminals, and other technology or networked environment and violates the Law or explicit or implied security policies, including attempts (either failed or successful) to gain unauthorized access (or to exceed authorized access) to the Franchise System, Studios, or their Data or to view, copy, or use Consumer Data or Confidential Information without authorization or in excess of authorization; unwanted disruption or denial or service; unauthorized use of a system for processing or storage of Data; and changes to system hardware, firmware, or software characteristics without our knowledge, instruction, or consent.

If we determine that any Data Security Incident results from your failure to comply with this Agreement or any requirements for protecting the Technology System and Consumer Data, you must (a) indemnify us under Section 20.E and (b) compensate us for all other damages we incur as a result of your breach of this Agreement.

11. Innovations

All ideas, concepts, techniques, or materials relating to a Studio, whether or not protectable intellectual property and whether created by or for you or your owners, employees, or contractors ("**Innovations**"), must be promptly disclosed to us and will be deemed to be our sole and exclusive property and works made-for-hire for us. To the extent any Innovation does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of and all related rights to that Innovation to us and agree to sign (and to cause your owners, employees, and contractors to sign) whatever assignment or other documents we periodically request to evidence our ownership and to help us obtain intellectual property rights in the Innovation. You may not use any Innovation in operating the Studio or otherwise without our prior written approval.

12. Exclusive Relationship

You acknowledge that we granted you the rights under this Agreement in consideration of and reliance upon your and your owners' agreement to deal exclusively with us with respect to the services and products that Studios offer and sell. You therefore agree that, during the Term,

neither you, your owners, nor any members of your or their Immediate Families (defined below) will:

i. have any direct or indirect, controlling or non-controlling interest as an owner—whether of record, beneficial, or otherwise—in a Competitive Business (defined below), wherever located or operating, provided that this restriction will not prohibit ownership of shares of a class of securities publicly-traded on a United States stock exchange and representing less than 3% of the number of shares of that class of securities issued and outstanding;

ii. perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

iii. directly or indirectly loan any money or other thing of value, or guarantee any other person's loan, to any Competitive Business or any owner, director, officer, manager, or employee of any Competitive Business, wherever located or operating; or

iv. divert or attempt to divert any actual or potential business or customer of the Studio to a Competitive Business.

The term "**Competitive Business**," as used in this Agreement, means (a) any business activity involving (i) an athletic or fitness center, health club, gymnasium, exercise or aerobics facility, (ii) an indoor or outdoor bootcamp style fitness program, or (iii) one or more similar facilities or businesses offering health and fitness training to the public through access to classes, training personnel and/or fitness equipment; (b) any business granting franchises or licenses to others to operate the type of business described in clause (a), other than a Studio operated under a franchise agreement with us. The term "**Immediate Family**" includes the named individual, his or her spouse, and all children of the named individual or his or her spouse. You agree to obtain similar covenants from your senior personnel whom we specify, including officers and directors, by having them sign the form of agreement we specify or pre-approve. We may pre-approve the forms of agreements you use solely to ensure that you adequately protect Confidential Information and the competitiveness of Studios. Under no circumstances will we control the forms or terms of employment agreements you use with Studio employees or otherwise be responsible for your labor relations or employment practices.

13. Advertising and Marketing

A. Market Introduction Program

You must conduct a market introduction program for the Studio. We expect this program to begin approximately three months before and to continue for approximately two months after the Studio opens (although we may specify a different timeframe). We will consult with you about the type of market introduction program that we believe is most suitable for your Studio's market. You must spend at least $18,000 on the market introduction program, with a minimum

of $12,000 to be spent on Digital Marketing during the presale efforts prior to the opening of the Studio. The market introduction program will be implemented according to Brand Standards and our other requirements. The marketing introduction program expenditures will be in addition to the Local Marketing Spending Requirement (as defined below in Section 13.D.).

B. Brand Fund

We have established a fund ("**Brand Fund**" or "**Fund**") for advertising, marketing, research and development, public relations, Social-Media management, and customer- relationship management programs and materials, the purpose of which is to enhance, promote, and protect the Studio brand and Franchise System. You agree to contribute to the Brand Fund the amounts we periodically specify. Your current Brand Fund contribution shall equal 1% of the Studio's monthly Gross Revenue. We reserve the right to increase the required Brand Fund contribution; provided, the required Brand Fund contribution will not exceed 3% of the Studio's monthly Gross Revenue. If we increase the Brand Fund contribution, you will be given 90 days' notice prior to such increase. Your Brand Fund contribution is due and payable at the same time and in the same manner as the Royalty Fee or in such other manner we periodically specify.

We will direct all programs the Brand Fund finances, with sole control over all creative and business aspects of the Fund's activities. The Brand Fund may pay for preparing, producing, and placing video, audio, and written materials, Digital Marketing, and Social Media; developing, maintaining, and administering one or more System Websites; developing, maintaining and administering digital assets; research and development of new, modified and derivative products and services; administering national, regional, and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; implementing and supporting franchisees' local market introduction programs; establishing regional and national promotions, sponsorships and partnerships and hiring spokespersons to promote the Studio brand; and supporting public relations, market research and development, and other advertising, promotion, marketing, and brand-related activities. The Brand Fund periodically may give you sample advertising, marketing, and promotional formats and materials (collectively, "**Marketing Materials**") at no cost. We may sell you multiple copies of Marketing Materials at our direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Brand Fund separately from our other funds (although we need not keep Brand Fund contributions in a separate bank account) and not use the Brand Fund for any of our general operating expenses. However, the Brand Fund may reimburse us and our affiliates for the reasonable salaries and benefits of personnel who manage and administer, or otherwise provide assistance or services to, the Brand Fund; the Brand Fund's administrative costs; TRE of our personnel while they are on Brand Fund business; meeting costs; overhead relating to Brand Fund business; and other expenses we and our affiliates incur administering or directing the Brand Fund and its programs, including conducting market research, preparing Marketing Materials, collecting and accounting for Brand Fund contributions, paying taxes due on Brand Fund contributions we receive, and any other costs or expenses we incur operating or as a consequence of the Fund.

The Brand Fund is not a trust, and we do not owe you fiduciary obligations because we maintain, direct, or administer the Brand Fund or for any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We may use new Brand Fund contributions to pay Brand Fund deficits incurred during previous years. We will use all interest earned on Brand Fund contributions to pay costs before using the Brand Fund's other assets. We may, at our option, have the Brand Fund audited annually, at the Brand Fund's expense, by a certified public accountant we designate within 120 days after our fiscal-year end. If we elect to audit the Brand Fund, we will give you a copy of the audit upon reasonable request. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Section 13.B.

The Brand Fund's principal purposes are to maximize recognition of the Marks, increase patronage of Studios, and enhance, promote, and protect the Mayweather Boxing + Fitness brand image and reputation, Franchise System and Marks. Although we will try to use the Brand Fund in the aggregate to develop and implement Marketing Materials and programs benefiting all Studios, we need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to Brand Fund contributions by Studios operating in that geographic area or that any Studio benefits directly or in proportion to its Brand Fund contribution from the development of Marketing Materials or the implementation of programs. The Brand Fund will not be used principally to develop materials and programs to solicit franchisees. However, media, materials, and programs (including the System Website) prepared using Brand Fund contributions may describe our franchise program, reference the availability of franchises and related information, and process franchise leads. We have the right, but no obligation, to use collection agents and institute legal proceedings at the Brand Fund's expense to collect unpaid Brand Fund contributions. We also may forgive, waive, settle, and compromise all claims by or against the Brand Fund. Except as expressly provided in this Section 13.B, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Brand Fund.

We may at any time defer or reduce the Brand Fund contributions of any Studio franchisee and, upon 30 days' prior written notice to you, reduce or suspend Brand Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will either (i) spend the remaining Fund balance on permitted programs and expenditures or (ii) distribute all unspent funds to our then-existing franchisees, and to us and our affiliates, in proportion to their and our respective Brand Fund contributions during the preceding 12- month period.

C. Approval of Marketing and Other External Communications

All advertising, promotion, marketing, and public relations activities you conduct and Marketing Materials you prepare must be legal and not misleading and conform to the policies set forth in the Manual or that we otherwise prescribe from time to time. To protect the goodwill that we and certain of our affiliates have accumulated in the "Mayweather Boxing + Fitness" name and other Marks, at least 30 days before you intend to use them, you must send us samples

or proofs of (a) all Marketing Materials we have not prepared or already approved, and (b) all Marketing Materials we have prepared or already approved which you propose to change in any way. However, you need not send us any Marketing Materials in which you have simply completed the missing Studio-specific or pricing information based on templates we sent you. If we do not approve your Marketing Materials in writing within 30 days after we actually receive them, they will be deemed disapproved for use. We will not unreasonably withhold our approval. You may not use any Marketing Materials we have not approved or have disapproved. We reserve the right upon 30 days' prior written notice to require you to discontinue using any previously approved Marketing Materials.

D. Local Marketing

You agree to spend a minimum of $3,000 per calendar month (the "**Local Marketing Spending Requirement**") on local advertising and promotion in accordance with the Manual, in addition to payment of the Brand Fund contribution. Your Local Marketing Spending Requirement commences on the date you begin operation of your Studio.

We may mandate that a certain percentage of the Local Marketing Spending Requirement be spent on digital advertising using our approved digital advertising vendors. For the remainder of the Local Marketing Spending Requirement, you may choose to advertise the Studio in your business judgment so long as such advertisements and marketing materials are approved by us and are in the format specified in the Manual. We may review your books and records, and require you to submit reports periodically, to determine your compliance with the Local Marketing Spending Requirement and to audit your advertising, marketing, and promotion expenditures. If you fail to spend (or prove that you spent) the Local Marketing Spending Requirement, we may, in addition to and without limiting our other rights and remedies, require you to contribute the shortfall to the Brand Fund for use as provided in Section 13.B above. If you fail to contribute such shortfall as described in the preceding sentence, we may, upon notice to you, debit such amount from your bank account through technology we require to use in the Studio and then contribute it to the Brand Fund on your behalf. Despite anything to the contrary stated in this Agreement, we may require you to pay us the Local Marketing Spending Requirement, which we will then spend for you in your market for the materials and activities described above. If we do, we may, upon notice to you, debit the Local Marketing Spending Requirement from your bank account through technology we require to use in the Studio.

During the Term, subject to your full compliance with this Agreement and all other agreements between you or your affiliates and us or our affiliates, you may request for Floyd Mayweather, Jr. to appear at the Studio for a promotional event. In connection with such request, you must submit to us a proposed marketing plan for our approval, which will be subject to Floyd Mayweather, Jr.'s availability and your agreement to comply with our terms and conditions applicable to Floyd Mayweather, Jr.'s public appearances. If approved, you must pay us a fee equal to $50,000 (which will be in addition to the Local Marketing Spending Requirement you must satisfy during the month in which Floyd Mayweather, Jr. makes an appearance at the Studio).

E. Regional Advertising Cooperatives

We may designate a geographic area for an advertising cooperative (a "**Cooperative**"). The Cooperative's members in any area are the owners of all Studios located and operating in that area (including us and our affiliates, if applicable). Each Cooperative will be organized and governed in a form and manner, and begin operating on a date, we determine. We may change, dissolve, and merge Cooperatives. Each Cooperative's purpose is, with our approval, to administer advertising programs and develop Marketing Materials for the area the Cooperative covers. If, as of the Effective Date, we have established a Cooperative for the geographic area in which the Studio is located, or if we establish a Cooperative in that area during the Term, you automatically will become a member of the Cooperative and then must participate as its governing documents require. We reserve the right to require you to contribute up to 2%of the Studio's monthly Gross Revenue to the Cooperative. All of the Cooperative dues you contribute will count toward the Local Marketing Spending Requirement under Section 13.D but will not affect your market introduction program obligations under Section 13.A or be credited toward your required Brand Fund contributions.

F. System Website; Social Media

We or our designees may establish a website or series of websites (with or without restricted access) for the Studio network: (1) to advertise, market, identify, and promote Studios, the services and products they offer, and/or the Studio franchise opportunity; (2) to help us operate the Studio network; and/or (3) for any other purposes we deem appropriate for Studios (collectively, the "**System Website**"). The System Website need not provide you with a separate interior webpage or "micro-site" referencing your Studio. You must give us the information and materials we request for you to participate in the System Website. In doing so, you represent that they are accurate and not misleading and do not infringe another party's rights. We will own all intellectual property and other rights in the System Website and all information it contains (including domain names or URL, the log of "hits" by visitors, any personal or business data visitors supply, and all information relating to the Studio's customers (collectively, the "**Data**").

We will control, and may use Brand Fund contributions to develop, maintain, operate, update, and market, the System Website. You must pay our then-current monthly or other fee to participate in the various aspects of the System Website or as we otherwise require to maintain and operate the System Website's various features and functions (if, or to the extent, the Brand Fund does not pay for these costs). We have final approval rights over all information on the System Website. We may implement and periodically modify Brand Standards for the System Website.

We will allow you to participate in the System Website only while you are in substantial compliance with this Agreement and all Brand Standards (including those for the System Website). If you are in material default of any obligation under this Agreement or Brand Standards, we may, in addition to our other remedies, temporarily suspend your participation in the System Website until you fully cure the default. We will permanently terminate your access to and participation in the System Website upon this Agreement's expiration or termination.

All Marketing Materials you develop for the Studio must comply with Brand Standards and contain notices of the System Website's URL in the manner we periodically designate. You may not develop, maintain, or authorize any Digital Marketing or Social Media mentioning or describing the Studio or displaying any Marks without our prior written approval and, if applicable, without complying with our Brand Standards for such Digital Marketing and Social Media. Except for the System Website and approved Digital Marketing and Social Media, you may not conduct commerce or directly or indirectly offer or sell any products or services using any Digital Marketing, Social Media, or website. If you are in material default of any obligation under this Agreement or Brand Standards, we may, in addition to our other remedies, temporarily suspend your participation in Social Media until you fully cure the default and receive our written permission to resume Social Media participation and activities.

Nothing in this Section limits our right to maintain websites other than the System Website or to offer and sell services and products under the Marks from the System Website, another website, or otherwise over the Internet without payment or any other obligation to you.

14. Records, Reports, and Financial Statements

In order to assure consistency and reliability with respect to the various forms of financial reporting you must make to us, you must establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats (including, at our option, the accounting methods and chart of accounts) we prescribe from time to time. We also may require the Studio to use a designated accounting system (whether or not proprietary to us or our affiliates). The records and information contained in any bookkeeping, accounting, and recordkeeping system we require will not include any records or information relating to the Studio's employees, as you control exclusively your labor relations and employment practices. You must use a Technology System to maintain certain revenue data and other information (including Consumer Data) and give us access to that data and other information (but excluding employee records, as you control exclusively your labor relations and employment practices) in the manner we specify. We may, as often as we deem appropriate (including on a daily, continuous basis), independently access the Technology System and retrieve all information regarding the Studio's operation (other than Studio employee records, as you control exclusively your labor relations and employment practices). You must give us:

i. on or before the Payment Day, statistical reports showing the Studio's total Gross Revenue, member count, and other information we request regarding you and the Studio covering the previous weekly period;

ii. within 30 days after the end of each fiscal quarter, the Studio's operating statements and financial statements (including a balance sheet and cash flow and profit and loss statements) as of the end of that fiscal quarter;

iii. within 90 days after the end of each of your fiscal years, annual profit and loss and cash flow statements, a balance sheet for the Studio as of the end of the previous fiscal year, and a narrative written description of your year-end operating results;

iv. copies of any invoices and Member contracts with updated location information in any format we specify;

v. A complete list of all members, their email addresses, physical addresses and telephone numbers, who: (i) are prospective members; (ii) have canceled or terminated membership:(iii) filed a complaint internally or with third parties (such as the Better Business Bureau); or (iv) sought refunds for services and/or products during the preceding month, by the fifth day of each month; and

vi. within 15 days after our request, exact copies of federal and state income, sales tax, and other tax returns and any other forms, records, books, reports, and other information we periodically require relating to you or the Studio (other than Studio employee records, as you control exclusively your labor relations and employment practices).

We may periodically specify the form and content of the reports and financial statements described above. You must verify and sign each report and financial statement in the manner we prescribe. We have the right to disclose data from such reports and statements (and to identify the Studio as the source of such reports and statements) for any business purpose we determine in our sole judgment, including the right to identify the Studio and disclose its individual financial results in both a financial performance representation appearing in Item 19 of our franchise disclosure document and a supplemental financial performance representation.

You agree to preserve and maintain all records, in the manner we periodically specify, in a secure location at the Studio or at another location we have approved in writing for at least five years after the end of the fiscal year to which such records relate or for any longer time the Law requires. If we reasonably determine that any report or financial statement you send us is willfully or recklessly, and materially, inaccurate, we may require you to prepare, at your own expense, audited financial statements annually during the Term until we determine that your reports and statements accurately reflect the Studio's business and operations.

15. Inspections and Audits

A. Inspections

To determine whether you and the Studio are complying with this Agreement, all Brand Standards, and safety standards, we and our designated representatives and vendors (including "mystery" shoppers) have the right before you open the Studio for business and afterward from during your regular business hours, and without prior notice to you, to inspect and evaluate the Studio, observe and record operations (including through electronic monitoring), remove samples of products and supplies, interview and interact with the Studio's supervisory employees and members, inspect all books and records relating to the Studio, and access all electronic records on your Technology System to the extent necessary to ensure compliance with this Agreement and all Brand Standards (in all cases excluding records relating to labor relations and employment practices, as you control exclusively labor relations and employment practices for Studio employees). You must cooperate with us and our representatives and vendors in those

activities. We will give you a written summary of the inspection. Without limiting our other rights and remedies under this Agreement, you must promptly correct at your own expense all deficiencies (i.e., failures to comply with Brand Standards) noted by our inspectors within the time period we specify after you receive notice of those deficiencies. We then may conduct one or more follow-up inspections to confirm that you have corrected the deficiencies and otherwise are complying with this Agreement and all Brand Standards. You must pay the actual costs of the first follow-up inspection, including our personnel's daily charges (including wages) and TRE. We may charge you an inspection fee in the amount of $2,500 for the second and each follow-up inspection we make and for each inspection you specifically request. If you fail to correct a deficiency at the Studio or in its operation after these inspections, we may (short of taking over the Studio's management) take the required action for you, in which case you must immediately reimburse all of our costs, which we may debit from your bank account through technology we require to use in the Studio.

Because we do not have the right to inspect your employment records, you agree to confirm for us periodically (in the manner specified in Brand Standards) that the Studio's employees have all certifications required by Law.

B. Our Right to Audit

We and our designated representatives may at any time during your business hours, and without prior notice to you, examine the Studio's business, bookkeeping, and accounting records, sales and income tax records and returns, and other records (other than records we have no authority to control and/or remedy, such as your employment records, as you control exclusively your labor relations and employment practices). You must fully cooperate with our representatives and independent accountants conducting any inspection or audit. If any inspection or audit discloses an understatement of the Studio's Gross Revenue, you must pay us, within ten days after receiving the inspection or audit report, the amounts due on the understatement plus our administrative fee and interest from the date originally due until the date of payment. If any inspection or audit discloses an overstatement of the Studio's Gross Revenue, we will credit you (without interest) for the overpayment. Further, if an inspection or audit is necessary due to your failure to furnish reports, supporting records, or other information as required or on a timely basis, or if our examination reveals an understatement exceeding 2% of the amount you actually reported to us for the period examined, you must reimburse our costs for the examination, including, without limitation, legal fees, independent accountants' fees, and compensation and TRE for our employees, as well as interest at the lesser of 18% per year for all understated Gross revenue or the maximum rate allowed by the laws of the state in which the Studio is located. These remedies are in addition to our other remedies and rights under this Agreement and applicable Law.

16. Transfer

A. Transfer by Us

We may change our ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. After we assign this Agreement to a third party

that expressly assumes this Agreement's obligations, we no longer will have any performance or other obligations under this Agreement. That assignment will constitute a release and novation with respect to this Agreement, and the new owner-assignee will be liable to you as if it had been an original party to this Agreement. Specifically and without limiting the foregoing, you agree that we may sell our assets (including this Agreement), the Marks, or the Franchise System to a third party; offer our ownership interests privately or publicly; merge, acquire other business entities, or be acquired by another business entity; and/or undertake a refinancing, recapitalization, leveraged buyout, securitization, or other economic or financial restructuring.

B. Transfer by You and Definition of Transfer

You acknowledge that the rights and duties this Agreement creates are personal to you and your owners, and we have granted you the rights under this Agreement in reliance upon our perceptions of your and your owners' character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, neither: (i) this Agreement or any interest in this Agreement; (ii) the Studio or any right to receive all or a portion of the profits, losses, or capital appreciation relating to the Studio; (iii) all or substantially all of the Operating Assets; (iv) any ownership interest in you; nor (v) a controlling ownership interest in an Entity with an ownership interest in you, may be transferred without our prior written approval. A transfer of the Studio's ownership, possession, or control, or all or substantially all of the Operating Assets, may be made only with the concurrent transfer (to the same proposed transferee) of the franchise rights (with the transferee assuming this Agreement or signing our then-current form of franchise agreement and related documents, as we may require). Any transfer without our prior written approval is a breach of this Agreement and has no effect, meaning you and your owners will continue to be obligated to us for all your obligations under this Agreement.

In this Agreement, the term "**transfer**" includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition, including the following events:

i. transfer of record or beneficial ownership of stock or any other ownership interest or the right to receive (directly or indirectly) all or a portion of the profits, losses, or any capital appreciation relating to the Studio;

ii. a merger, consolidation, or exchange of ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests;

iii. any sale or exchange of voting interests or securities convertible to voting interests, or any management or other agreement granting the right (directly or indirectly) to exercise or control the exercise of any owner's voting rights or to control your (or an Entity with an ownership interest in you) or the Studio's operations or affairs;

iv. transfer in a divorce, insolvency, or Entity dissolution proceeding or otherwise by operation of law;

v. transfer by will, declaration of or transfer in trust, or under the laws of intestate succession; or

vi. pledge of this Agreement (to someone other than us) or of an ownership interest in you or your owners as security or collateral, foreclosure upon or attachment or seizure of the Studio, or your transfer, surrender, or loss of the Studio's possession, control, or management. You may grant a security interest (including a purchase money security interest) in the Studio's assets (not including this Agreement or the franchise rights) to a lender that finances your acquisition, development, and/or operation of the Studio without having to obtain our prior written approval as long as you give us ten days' prior written notice. Notwithstanding the above, you may not pledge, hypothecate, or grant a security interest in any property that bears or displays the Marks (unless the Marks are readily removable from such property) and must advise your proposed lenders of this restriction. This Agreement and the franchise rights granted to you by this Agreement may not be pledged as collateral or be the subject of a security interest, lien, levy, attachment, or execution by your creditors or any financial institution. Any security interest that may be created in this Agreement by virtue of Section 9-408 of the Uniform Commercial Code is limited as described in Section 9-408(d) of the Uniform Commercial Code.

C. Conditions for Approval of Transfer

If you and your owners are in full compliance with this Agreement, then, subject to this Section 16.C's other provisions, we will approve a transfer meeting all of this Section's requirements.

i. We will approve the transfer of a non-controlling ownership interest in you if the proposed transferee and its owners are of good moral character, have no ownership interest in and do not perform services for (and have no affiliates with an ownership interest in or performing services for) a Competitive Business, otherwise meet our then-applicable standards for non-controlling owners of Studio franchisees, sign our then-current form of Guaranty and Assumption of Obligations and pay us a $5,000 transfer fee. The term "**controlling ownership interest**" is defined in Section 21.M.

ii. If the proposed transfer involves the franchise rights granted by this Agreement or a controlling ownership interest in you or in an Entity owning a controlling ownership interest in you, or is one of a series of transfers (regardless of the timeframe over which those transfers take place) in the aggregate transferring the franchise rights granted by this Agreement or a controlling ownership interest in you or in an Entity owning a controlling ownership interest in you, then all of the following

conditions must be met before or concurrently with the proposed transfer's effective date (provided, however, there may be no such transfer until after the Studio has opened for business):

a. (i) the transferee and its direct and indirect owners have the necessary business experience, aptitude, and financial resources to operate the Studio, (ii) the transferee otherwise is qualified under our then-existing standards for the approval of new franchisees or of existing franchisees interested in acquiring additional franchises (including the transferee and its affiliates are in substantial operational compliance, at the time of the application, under all other franchise agreements for Studios to which they then are parties with us), and (iii) the transferee and its owners are not restricted by another agreement (whether or not with us) from purchasing the Studio or the ownership interest in you or the Entity that owns a controlling ownership interest in you;

b. you have paid all required Royalty Fees, Technology Fees, Brand Fund contributions, and other amounts owed to us and our affiliates relating to this Agreement and the Studio, have submitted all required reports and statements, and are not in breach of any provision of this Agreement or another agreement with us or our affiliates relating to the Studio;

c. neither the transferee nor any of its direct or indirect owners or affiliates operates, has an ownership interest in, or performs services for a Competitive Business;

d. the transferee's management personnel, if different from your management personnel, satisfactorily complete our then-current Initial Training;

e. the transferee has the right to occupy the Studio's site for the expected franchise term;

f. the transferee and each of its owners (if the transfer is of the franchise rights granted by this Agreement), or you and your owners (if the transfer is of a controlling ownership interest in you or in an Entity owning a controlling ownership interest in you), if we so require, sign our then-current form of franchise agreement and related documents (including a Guaranty and Assumption of Obligations), any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, provided, however, that (i) the term of the new franchise agreement signed will equal the unexpired portion of this Agreement's Term, (ii) the Royalty Fee, Technology Fee, and

Brand Fund contribution levels specified in this Agreement will be substituted into the then-current form of franchise agreement that you sign for the balance of the initial franchise term (i.e., the unexpired portion of the Term), and (iii) the Area of Protection defined in this Agreement will be substituted into the then-current form of franchise agreement that you sign for the balance of the initial franchise term (i.e., the unexpired portion of the Term);

g. you or the transferee pays us a transfer fee equal to $25,000;

h. the transferee agrees to repair and/or replace Operating Assets and upgrade the Studio in accordance with our then-current requirements and Brand Standards for new Studios within the timeframe we specify following the transfer's effective date;

i. you (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective owners, officers, directors, employees, representatives, agents, successors, and assigns;

j. we have determined that the purchase price, payment terms, and required financing will not adversely affect the transferee's operation of the Studio;

k. if you or your owners finance any part of the purchase price, you and they agree that the transferee's obligations under promissory notes, agreements, or security interests reserved in the Operating Assets or ownership interests in you are subordinate to the transferee's (and its owners') obligation to pay Royalty Fees, Technology Fees, Brand Fund contributions, and other amounts due to us and our affiliates and otherwise to comply with this Agreement;

l. you and your transferring owners (and members of their Immediate Families) agree, for two years beginning on the transfer's effective date, not to engage in any activity proscribed in Section 19.E below; and

m. you and your transferring owners will not directly or indirectly at any time afterward or in any manner (except with other Studios you or they own or operate): (i) identify yourself or themselves in any business as a current or former Studio or as one of our franchisees; (ii) use any Mark, any colorable imitation of a Mark, any trademark, service mark, or commercial symbol that is confusingly similar to any Mark, or other indicia of a Studio for any purpose; or (iii) utilize for any purpose any trade dress, trade

name, trademark, service mark, or other commercial symbol suggesting or indicating a connection or association with us.

If the proposed transfer is to or among your owners, your or their Immediate Family members, or an Entity you control, then the transfer fee in clause (g) will be $12,500. You acknowledge that we have legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with you, and our contact with potential transferees to protect our business interests will not constitute improper or unlawful conduct. You expressly authorize us to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms, to communicate candidly and truthfully with the transferee regarding your operation of the Studio, and to withhold consent for the reasons specified above. You waive any claim that the action we take in good faith to protect our business interests in connection with a proposed transfer constitutes tortious interference with contractual or business relationships. Similarly, we may review all information regarding the Studio you give the proposed transferee, correct any information we believe is inaccurate, and give the proposed transferee copies of any reports you have given us or we have made regarding the Studio.

Notwithstanding anything to the contrary in this Section 16, we need not consider a proposed transfer of a controlling or non-controlling ownership interest in you, or a proposed transfer of this Agreement, until you (or an owner) and the proposed transferee first send us a copy of the bona fide offer to purchase or otherwise acquire the particular interest from you (or the owner). For an offer to be considered "bona fide," we may require it to include a copy of all proposed agreements between you (or your owner) and the proposed transferee related to the sale, assignment, or transfer.

D. Transfer to a Wholly Owned or Affiliated Entity

Notwithstanding Section 16.C above, if you are in full compliance with this Agreement, you may transfer this Agreement, together with the Operating Assets and all other assets associated with the Studio, to an Entity that will conduct no business other than the Studio and, if applicable, other Studios and of which you or your then-existing owners own and control 100% of the equity and voting power of all issued and outstanding ownership interests, provided that all Studio assets are owned, and the Studio is operated, only by that single Entity. The Entity must expressly assume all of your obligations under this Agreement, but you will remain personally liable under this Agreement as if the transfer to the Entity did not occur. Transfers of ownership interests in that Entity are subject to the restrictions in Section 16.C.

E. Death or Disability

i. Transfer Upon Death or Disability

Upon the death or disability of one of your owners, that owner's executor, administrator, conservator, guardian, or other personal representative (the "**Representative**") must transfer the owner's ownership interest in you (or an owner) to a third party. That transfer (including transfer by bequest or inheritance) must occur, subject to our rights under this Section 16.E, within a reasonable time, not to exceed six months from the date of death or disability and is

subject to all terms and conditions in this Section 16. A failure to transfer such interest within this time period is a breach of this Agreement.

ii. Operation upon Death or Disability

If, upon the death or disability of any of your owners, the Studio's day-to-day operations are not being managed by a trained manager, then you or the Representative (as applicable) must within a reasonable time, not to exceed 30 days from the date of death or disability, hire a new manager to operate the Studio. The manager must at your expense satisfactorily complete the training we designate within the time period we specify. We have the right to assume the Studio's management, as described in Section 18.C, for the time we deem necessary if the Studio is not in our opinion being managed properly upon the death or disability of one of your owners.

F. Effect of Consent to Transfer

Our consent to any transfer is not a representation of the fairness of any contract terms between you (or your owner) and the transferee, a guarantee of the Studio's or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand full compliance with this Agreement.

G. Our Right of First Refusal

If you, any of your owners, or the owner of a controlling ownership interest in an Entity with an ownership interest in you at any time determines to sell or transfer for consideration the franchise rights granted by this Agreement and the Studio (or all or substantially all of its Operating Assets), a controlling ownership interest in you, or a controlling ownership interest in an Entity with a controlling ownership interest in you (except to or among your current owners or in a transfer under Section 16.D, which are not subject to this Section 16.G), you agree to obtain from a responsible and fully-disclosed buyer, and send us, a true and complete copy of a bona fide, executed written offer (which, as noted in Section 16.C above, we may require to include a copy of all proposed agreements related to the sale or transfer). The offer must include details of the proposed sale's payment terms and the financing sources and terms of the proposed purchase price and provide for an earnest money deposit of at least 5% of the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be a fixed-dollar amount, without any contingent payments of purchase price (such as earn-out payments), and the proposed transaction must relate exclusively to the rights granted by this Agreement and the Studio (or all or substantially all of its Operating Assets), a controlling ownership interest in you, or a controlling ownership interest in an Entity with a controlling ownership interest in you. It may not relate to any other interests or assets. We may require you (or your owners) to send us copies of any materials or information you send to the proposed buyer or transferee regarding the possible transaction.

We may, by written notice delivered to you within 30 days after we receive both an exact copy of the offer and all other information we request, elect to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that: (i) we may substitute cash for any form of payment proposed in the offer; (ii) our credit will be deemed

equal to the credit of any proposed buyer; (iii) the closing will be not less than 60 days after we notify you of our election to purchase or, if later, the closing date proposed in the offer; (iv) you and your owners must sign the general release described in Section 16.C.ii(i) above; and (v) we must receive, and you and your owners agree to make, all customary representations, warranties, and indemnities given by the seller of the assets of a business or of ownership interests in an Entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and (if applicable) ownership interests; your and your owners' authorization to sell, as applicable, any ownership interests or assets without violating any Law, contract, or requirement of notice or consent; liens and encumbrances on ownership interests and assets; validity of contracts and liabilities, contingent or otherwise, relating to the assets or ownership interests being purchased; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Studio before the closing of our purchase. If the offer is to purchase all of your ownership interests, we may elect instead to purchase all of the Studio's assets (and not any of your ownership interests) on the condition that the amount we pay you for such assets equals the full value of the transaction as proposed in the offer (i.e., the value of all assets to be sold and of all liabilities to be assumed).

Once you or your owners submit the offer and related information to us triggering the start of the 30-day decision period referenced above, the offer is irrevocable for that 30 day period. This means we have the full 30 days to decide whether to exercise the right of first refusal and may choose to do so even if you or your owners change your, his, her, or its mind during that period and prefer after all not to sell the particular interest that is the subject of the offer. You and your owners may not withdraw or revoke the offer for any reason during the 30 days, and we may exercise the right to purchase the particular interest in accordance with this Section's terms.

If we exercise our right of first refusal and close the transaction, you and your transferring owners agree that, for two years beginning on the closing date, you and they (and members of your or their Immediate Families) will be bound by the non-competition covenants contained in Section 19.E.

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we approve the transfer as provided in this Section 16. If you or your owners do not complete the sale to the proposed buyer within 60 days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the sale's terms (which you agree to tell us promptly), we will have an additional right of first refusal during the 30 days following either expiration of the 60-day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our option.

We have the unrestricted right to assign this right of first refusal to a third party (including an affiliate), which then will have the rights described in this Section 16.G. We waive our right of first refusal for sales or transfers to Immediate Family members meeting the criteria in Section 16.C.

17. Expiration of Agreement

When this Agreement expires (unless it is terminated sooner), you will have the right to acquire a successor franchise to continue operating the Studio as a Studio for up to two additional terms of ten years under our then-current form of franchise agreement, but only if you have:

i. requested in writing a business review at least six months, but not more than nine months, before the end of each Term;

ii. substantially complied with all of your obligations under this Agreement and all other agreements with us or our affiliates related to the Studio, and operated the Studio in substantial compliance with Brand Standards, during the Term, as noted in the business review we conduct; and

iii. remodeled and upgraded the Studio and otherwise brought the Studio into full compliance with then-applicable Brand Standards for new Studios (regardless of cost) before this Agreement expires.

To acquire a successor franchise, you and your owners must: (i) sign our then-current form of franchise agreement (and related documents), which may contain terms and conditions differing materially from any and all of those in this Agreement or any subsequent agreement, including higher Royalty Fees, Technology Fees, and Brand Fund contributions, and will be modified to reflect that it is for a successor franchise; (ii) pay us a successor franchise fee equal to 50% of the initial franchise fee we charge to new System franchisees; and (iii) sign a general release in the form we specify as to any and all claims against us, our affiliates, and our and their respective owners, officers, directors, employees, agents, representatives, successors, and assigns. If you fail to sign and return the documents referenced above, together with the successor franchise fee, within 30 days after we deliver them to you, that will be deemed your irrevocable election not to acquire a successor franchise. If you (and your owners) are not, both on the date you give us written notice of your election to acquire a successor franchise (at or after the business review) and on the date on which this Agreement expires, in substantial compliance with this Agreement and all other agreements with us or our affiliates related to the Studio, you acknowledge that we need not grant you a successor franchise, whether or not we had, or chose to exercise, the right to terminate this Agreement during its Term under Section 18. We may condition our grant of a successor franchise on your completing certain requirements on or before designated deadlines following commencement of the successor franchise term.

18. Termination of Agreement

A. Termination by You

You may terminate this Agreement if we materially breach any of our obligations under this Agreement and fail to correct that breach within 30 days after you deliver written notice to us of the breach; provided, however, if we cannot reasonably correct the breach within those 30 days but give you, within the 30 days, evidence of our effort to correct the breach within a

reasonable time period, then the cure period will run through the end of that reasonable time period. Your termination of this Agreement other than according to this Section 18.A will be deemed a termination without cause and your breach of this Agreement.

B. Termination by Us

We may, at our option, terminate this Agreement, effective immediately upon delivery of written notice of termination to you, upon the occurrence of any one of the following events:

i. you (or any of your direct or indirect owners) have made or make any material misrepresentation or omission in connection with your application for and acquisition of the franchise or your operation of the Studio, including, without limitation, by intentionally or through your gross negligence understating the Studio's Gross Revenue for any period;

ii. you fail (a) to obtain our written acceptance of the site, to secure the accepted site under a Lease we accept, or otherwise to meet any development obligation identified in Section 4 on or before the required deadline, or (b) to develop, open, and begin operating the Studio in compliance with this Agreement and Brand Standards (including with a fully-trained staff) on or before the Opening Deadline (unless extended with our approval);

iii. you (a) abandon the Studio, meaning you have deserted, walked away from, or closed the Studio under circumstances leading us to conclude that you have no intent to return to the Studio, regardless of how many days have passed since the apparent abandonment, or (b) fail actively and continuously to operate the Studio (a failure to operate the Studio for over three consecutive days will be deemed a default under this clause (b), except where closure is due to fire, riot, flood, terrorist acts, or natural disaster and you notify us within three days after the particular occurrence to obtain our written approval to remain closed for an agreed-upon amount of time as is necessary under the circumstances before we will require you to re-open);

iv. you, any of your owners, or the owner of a controlling ownership interest in an Entity with an ownership interest in you makes a purported transfer in violation of Section 16;

v. you (or any of your direct or indirect owners) are or have been convicted by a trial court of, or plead or have pleaded guilty or no contest to, a felony;

vi. you (or any of your direct or indirect owners) engage in any dishonest, unethical, immoral, or similar conduct as a result of which your (or the owner's) association with the Studio (or the owner's association with you)

could, in our reasonable opinion, have a material adverse effect on the goodwill associated with the Marks;

vii. a lender forecloses on its lien on a substantial and material portion of the Studio's assets;

viii. an entry of judgment against you involving aggregate liability of $25,000 or more in excess of your insurance coverage, and the judgment remains unpaid for ten days or more following its entry;

ix. you (or any of your direct or indirect owners) misappropriate any Confidential Information or violate any provisions of Section 12, including, but not limited to, by holding interests in or performing services for a Competitive Business;

x. you violate any material Law relating to the Studio's development, operation, or marketing and do not (a) begin to correct the noncompliance or violation immediately after delivery of written notice (regardless of by whom sent to you) or (b) completely correct the noncompliance or violation within the time period prescribed by Law, unless, in the case of both (a) and (b), you are in good faith contesting your liability for the violation through appropriate proceedings or, in the case of (b) only, you provide reasonable evidence to us and the relevant authority of your continued efforts to correct the violation within a reasonable time period;

xi. you fail to report the Studio's Gross Revenue or to pay us or any of our affiliates any amounts when due and do not correct the failure within five days after delivery of written notice;

xii. you underreport the Studio's Gross Revenue by 2% or more on three separate occasions within any 24 consecutive-month period or by 5% or more during any reporting period;

xiii. you fail to maintain the insurance this Agreement requires or to send us satisfactory evidence of such insurance within the required time, or significantly modify your insurance coverage without our written approval, and do not correct the failure within five days after delivery of written notice;

xiv. you fail to pay when due any federal or state income, service, sales, employment, or other taxes due on the Studio's operation, unless you are in good faith contesting your liability for such taxes through appropriate proceedings;

xv. you (or any of your direct or indirect owners) (a) fail on three or more separate occasions within any 12 consecutive-month period to comply with this Agreement, whether or not you correct the failures after our

delivery of notice to you (which includes failures identified and reported to you during any inspection we conduct under Section 15.A), or (b) fail on two or more separate occasions within any six consecutive-month period to comply with the same obligation under this Agreement, whether or not you correct the failures after our delivery of notice to you (which includes failures identified and reported to you during any inspection we conduct under Section 15.A);

xvi. you (a) fail to pay amounts (other than for the Presale Success Kit or Mayweather Walkout Pack) you owe to us, our affiliates or our designated, approved, or recommended suppliers within 30 days following the due date (unless you are contesting the amount in good faith), (b) fail to pay us or our affiliate for the Presale Success Kit or Mayweather Walkout Pack within ten days following the due date, or (c) default (and fail to cure within the allocated time) under any note, lease, or agreement we deem material relating to the Studio's operation or ownership, and do not correct the failure within five days after delivery of written notice;

xvii. you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of your property; the Studio is attached, seized, or levied upon, unless the attachment, seizure, or levy is vacated within 60 days; or any order appointing a receiver, trustee, or liquidator of you or the Studio is not vacated within 60 days following its entry;

xviii. your or any of your owners' assets, property, or interests are blocked under any Law relating to terrorist activities, or you or any of your owners otherwise violate any such Law;

xix. you lose the right to occupy the Studio's premises due to your Lease default (even if you have not yet vacated the Studio's premises);

xx. you lose the right to occupy the Studio's premises (but not due to your Lease default), or the Studio is damaged to such an extent that you cannot operate the Studio at its existing location over a 30- day period, and you fail both to relocate the Studio to a substitute site we accept and to begin operating the Studio at that substitute site within 180 days from the first date on which you could not operate the Studio at its existing location;

xxi. you fail to comply with any other obligation under this Agreement or any other agreement between us (or any of our affiliates) and you relating to the Studio, or you fail to comply with any Brand Standard or anything contained in the Manual, including without limitation, misuse or unauthorized use of the Marks or conducting any business or using the Studio or the Marks in a manner that we have not approved of in advance,

and do not correct the failure or violation to our satisfaction within 30 days after we deliver written notice or such shorter period of time if your failure or violation is deemed by us to impair the goodwill associated with the Marks; or

xxii. you cause or contribute to a Data Security Incident or fail to comply with any requirements to protect Consumer Data.

C. Assumption of Studio's Management

(i) If you abandon or fail actively to operate the Studio for any period, (ii) under the circumstances described in Sections 16.E and 18.D, and (iii) after termination or expiration of this Agreement while we are deciding whether to exercise our right to purchase the Studio's assets under Section 19.F, we or our designee has the right (but not the obligation) to enter the site and assume the Studio's management for any time period we deem appropriate. If we enter the site and assume the Studio's management under the circumstances described in Section 18.D, then we or our designee will manage the Studio for intervals lasting up to 90 days each (and, in any event, for no more than a total of one year), and we will during each interval periodically evaluate whether you are capable of resuming the Studio's operation and periodically discuss the Studio's status with you. During our or our designee's management of the Studio, our manager will exercise control over the working conditions of the Studio's employees only to the extent such control is related to our legitimate interest in protecting, and is necessary at that time to protect, the quality of our services, products, or brand. If we assume the Studio's management, all revenue from the Studio's operation during our management period will (except as provided below) be kept in a separate account, and all Studio expenses will be charged to that account. In addition to all other fees and payments owed under this Agreement on account of the Studio's operation, we may charge you a reasonable management fee, not to exceed 6% of the Studio's Gross Revenue, plus all TRE incurred in connection with the Studio's management. We or our designee will have a duty to use only reasonable efforts and, if we or our designee is not grossly negligent and does not commit an act of willful misconduct, will not be liable to you or your owners for any debts, losses, lost or reduced profits, or obligations the Studio incurs, or to any of your creditors for any supplies, products, or other assets or services the Studio purchases, while we or our designee manages it. We may require you to sign our then-current form of management agreement, which will govern the terms of our management of the Studio.

If we or our designee assumes the Studio's management due to your abandonment or failure actively to operate the Studio, or after termination or expiration of this Agreement while we are deciding whether to exercise our right to purchase the Studio's Operating Assets under Section 19.F, we or our designee may retain all, and need not pay you or otherwise account to you for any, Gross Revenue generated while we or our designee manages the Studio.

D. Other Remedies upon Default

Upon your failure to remedy any noncompliance with any provision of this Agreement or any Brand Standard, or another default specified in any written notice issued to you under

Section 18.B, within the time period (if any) we specify in our notice, we have the right, until the failure has been corrected to our satisfaction, to take any one or more of the following actions:

i. suspend your right to participate in one or more advertising, marketing, or promotional programs that we authorize or provide and/or the Brand Fund provides;

ii. suspend or terminate your participation in any temporary or permanent fee reductions to which we might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise) and your access to any technology or software we, our affiliates or third parties supply;

iii. refuse to provide any operational support this Agreement requires; and/or

iv. undertake or perform on your behalf any obligation or duty that you are required to, but fail to, perform under this Agreement. You must reimburse us upon demand for all costs and expenses that we reasonably incur in performing any such obligation or duty; and/or

v. assume the Studio's management, as described in Section 18.C, for the time we deem necessary in order to correct the default, for all of which costs you must reimburse us (in addition to the amounts you must pay us under Section 18.C).

Exercising any of these rights will not constitute an actual or constructive termination of this Agreement or be our sole and exclusive remedy for your default. If we exercise any remedies in this Section 18.D rather than terminate this Agreement, we may at any time after the applicable cure period under the written notice has lapsed (if any) terminate this Agreement without giving you any additional corrective or cure period. During any suspension period, you must continue paying all fees and other amounts due under, and otherwise comply with, this Agreement and all related agreements. Our election to suspend your rights as provided above is not our waiver of any breach of this Agreement. If we rescind any suspension of your rights, you are not entitled to any compensation (including, without limitation, repayment, reimbursement, refunds, or offsets) for any fees, charges, expenses, or losses you might have incurred due to our exercise of any suspension right provided above.

19. Rights and Obligations upon Termination or Expiration of This Agreement

A. Payment of Amounts Owed

You agree to pay us within 15 days after this Agreement expires or is terminated, or on any later date we determine the amounts due to us, the Royalty Fees, Technology Fees, Brand Fund contributions, late fees and interest, and other amounts owed to us (and our affiliates) that are then unpaid.

B. De-Identification

Upon termination or expiration of this Agreement, you must de-identify the Studio in compliance with this Section 19.B and as we reasonably require. De-identification includes, but is not limited to, taking the following actions:

i. beginning on the De-identification Date (defined below), you and your owners may not directly or indirectly at any time afterward or in any manner (except in connection with other Studios you or they own and operate): (a) identify yourself or themselves in any business as a current or former Studio or as one of our current or former franchisees; (b) use any Mark, any colorable imitation or derivative of a Mark, any trademark, service mark, or commercial symbol that is confusingly similar to any Mark, any copyrighted items, or other indicia of a Studio for any purpose; or (c) use for any purpose any trade dress, trade name, trademark, service mark, or other commercial symbol suggesting or indicating a connection or association with us.

ii. within 15 days after the De-identification Date, you must take the action required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

iii. if we do not exercise the option under Section 19.F below, you must, at your own cost and without any payment from us for such items, at our option, deliver to us, make available to us for pick-up, or destroy, in any case within 20 days after the De-identification Date, all signs, Marketing Materials, forms, and other materials containing any Mark. If you fail to do so voluntarily when we require, we and our representatives may enter the Studio at our convenience and remove these items without liability to you, the landlord, or any other third party for trespass or any other claim. You must reimburse our costs of doing so;

iv. if we do not exercise the option under Section 19.F below, you must, at your own cost and without any payment from us for such items, at our option, deliver to us, make available to us for pick-up, or destroy, in any case within 30 days after the De-identification Date, all materials that are proprietary to the Studio brand. If you fail to do so voluntarily when we require, we and our representatives may enter the Studio at our convenience and remove these items without liability to you, the landlord, or any other third party for trespass or any other claim. You must reimburse our costs of doing so;

v. if we do not exercise the option under Section 19.F below, you must at your own expense, within 20 days after the De-identification Date, make the alterations we specify to distinguish the Studio clearly from its former appearance and from other Studios in order to prevent public confusion. If

you fail to do so voluntarily when we require, we and our representatives may enter the Studio at our convenience and take this action without liability to you, your landlord, or any other third party for trespass or any other claim. We need not compensate you or the landlord for any alterations. You must reimburse our costs of de-identifying the Studio;

vi. you must, within 15 days after the De-identification Date, notify the telephone company and all telephone directory publishers (both web-based and print) of the termination or expiration of your right to use any telephone, facsimile, or other numbers and telephone directory listings associated with any Mark; authorize, and not interfere with, the transfer of those numbers and directory listings to us or at our direction; and/or instruct the telephone company to forward all calls made to your numbers to numbers we specify. If you fail to do so, we may take whatever action and sign whatever documents we deem appropriate on your behalf to effect these events; and

vii. you must immediately cease using or operating any Digital Marketing and Social Media related to the Studio or the Marks, take all action required to disable Digital Marketing and Social Media accounts, and cancel all rights in and to any accounts for such Digital Marketing and Social Media (unless we request you to assign them to us).

The "**De-identification Date**" means: (i) if we exercise the option under Section 19.F, the closing date of our (or our designee's) purchase of the Studio's assets; or (ii) if we do not exercise the option under Section 19.F, the date upon which that option expires or we notify you of our decision not to exercise, or to withdraw our previous exercise, of that option, whichever occurs first.

C. Confidential Information

Upon termination or expiration of this Agreement, you and your owners must immediately cease using any of our Confidential Information in any business or otherwise and return to us all copies of the Manual and any other confidential materials to which we gave you access. You may not sell, trade, or otherwise profit in any way from any Consumer Data or other Confidential Information at any time after expiration or termination of this Agreement.

D. Notification to Members

Upon termination or expiration of this Agreement, we have the right to contact (at our expense) previous, current, and prospective members to inform them that a Studio no longer will operate at the Studio's location or, if we intend to exercise the option under Section 19.F, that the Studio will operate under new management. In addition, you must, upon our request, within five days after termination or expiration of this Agreement, contact all members who prepaid their memberships and offer full refunds of any unearned payments calculating the unearned payments on the basis of the number of days during the prepayment period the Studio operated under the

terms of this Agreement and the number of days for which payment was made by the member. We also have the right to inform them of other nearby Studios. Exercising these rights will not constitute interference with your contractual or business relationship with those members.

E. Covenant Not to Compete

Upon our termination of this Agreement in compliance with its terms, your termination of this Agreement without cause, or expiration of this Agreement (without the grant of a successor franchise), you and your owners agree that neither you, they, nor any member of your or their Immediate Families will:

i. have any direct or indirect, controlling or non-controlling interest as an owner—whether of record, beneficial, or otherwise—in any Competitive Business located or operating:

   a. at the Studio's site; or

   b. within ten miles of the Studio's site; or

   c. within ten miles of another Studio in operation or under construction on the later of the effective date of termination or expiration or the date on which the restricted person begins to comply with this Section 19.E,

   provided that this restriction does not prohibit ownership of shares of a class of securities publicly traded on a United States stock exchange and representing less than 3% of the number of shares of that class of securities issued and outstanding; or

ii. perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business located or operating:

   a. at the Studio's site; or

   b. within ten miles of the Studio's site; or

   c. within ten miles of another Studio in operation or under construction on the later of the effective date of termination or expiration or the date on which the restricted person begins to comply with this Section 19.E.

You, each owner, and your and their Immediate Families will each be bound by these competitive restrictions for two years beginning on the effective date of this Agreement's termination or expiration. However, if a restricted person does not begin to comply with these competitive restrictions immediately, the two year restrictive period for that non-compliant person will not start to run until the date on which that person begins to comply with the competitive restrictions (whether or not due to the entry of a court order enforcing this

provision). The running of the two-year restrictive period for a restricted person will be suspended whenever that restricted person breaches this Section and will resume when that person resumes compliance. The restrictive period also will be tolled automatically during the pendency of a proceeding in which either party challenges or seeks to enforce these competitive restrictions. These restrictions also apply after transfers and other events, as provided in Section 16 above. You (and your owners) expressly acknowledge that you (and they) possess skills and abilities of a general nature and have other opportunities for exploiting those skills. Consequently, our enforcing the covenants made in this Section 19.E will not deprive you (and them) of personal goodwill or the ability to earn a living.

F. Option to Purchase Operating Assets

i. Exercise of Option

Upon our termination of this Agreement in compliance with its terms, your termination of this Agreement without cause, or expiration of this Agreement (without the grant of a successor franchise), we have the option, exercisable by giving you written notice before or within 30 days after the effective date of termination or expiration, to purchase the Operating Assets and other assets associated with the Studio's operation that we designate. We have the unrestricted right to assign this purchase option to a third party (including an affiliate), which then will have the rights and obligations described in this Section 19.F. (All references in this Section 19.F. to "we" or "us" include our assignee if we have exercised our right to assign this purchase option to a third party.) We are entitled to all customary representations, warranties, and indemnities in our asset purchase, including representations and warranties regarding ownership and condition of, and title to, assets; liens and encumbrances on assets; validity of contracts and liabilities affecting the assets, contingent or otherwise; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Studio before the closing of our purchase.

If you or one of your affiliates owns the site at which the Studio is located, we (or our assignee) may elect to lease that site from you or the affiliate for an initial five or ten year term (at our option), with one renewal term of five or ten years (again at our option), on commercially reasonable terms. If you lease the Studio's site from an unaffiliated lessor, you agree (at our option) to assign the Lease to us or to enter into a sublease for the remainder of the Lease term on the same terms (including renewal options) as the Lease.

ii. Purchase Price

If we elect to purchase all or substantially all of the Operating Assets and other assets associated with the Studio's operation, the purchase price for those assets will be their fair market value, although fair market value will not include any value for (a) the franchise or any rights granted by this Agreement, (b) goodwill attributable to our Marks, brand image, and other intellectual property, or (c) participation in the network of Studios. In all cases, we may exclude from the assets purchased any Operating Assets or other items not reasonably necessary (in function or quality) to the Studio's operation or that we have not approved as meeting Brand Standards; the purchase price will reflect those exclusions. We and you must work together in

good faith to agree upon the assets' fair market value within 15 days after we deliver our notice exercising our right to purchase. If we and you cannot agree on fair market value within this 15 day period, fair market value will be determined by the following appraisal process.

Fair market value will be determined by one independent accredited appraiser upon whom we and you agree who, in conducting the appraisal, will be bound by the criteria specified above. We and you agree to select the appraiser within 15 days after we deliver our purchase notice (if we and you do not agree on fair market value before then). If we and you cannot agree on a mutually-acceptable appraiser within the 15 days, we will send you a list of three independent appraisers, and you must within seven days select one of them to be the designated appraiser to determine the purchase price. Otherwise, we have the right to select the appraiser. We and you will share equally the appraiser's fees and expenses. Within 30 days after delivery of notice invoking the appraisal mechanism, we and you each must send the appraiser our and your respective calculations of the purchase price, with such detail and supporting documents as the appraiser requests and according to the criteria specified above. Within 15 days after receiving both calculations, the appraiser must decide whether our proposed purchase price or your proposed purchase price most accurately reflects the assets' fair market value. The appraiser has no authority to compromise between the two proposed purchase prices; it is authorized only to choose one or the other. The appraiser's choice will be the purchase price and is final.

iii. Closing

We will pay the purchase price at the closing, which will take place not later than 30 days after the purchase price is determined. However, we may decide after the purchase price is determined not to complete the purchase and will have no liability to you for choosing not to do so. We may set off against the purchase price, and reduce the purchase price by, any and all amounts you owe us (or our affiliates). At the closing, you agree to deliver instruments transferring to us: (a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and transfer taxes paid by you; (b) all of the Studio's licenses and permits that may be assigned; and (c) possessory rights to the Studio's site.

If you cannot deliver clear title to all purchased assets, or if there are other unresolved issues, the sale will be closed through an escrow. You and your owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective owners, officers, directors, employees, agents, representatives, successors, and assigns. If we exercise our rights under this Section 19.F, then for two years beginning on the closing date, you and your owners (and members of your and their Immediate Families) will be bound by the non-competition covenants contained in Section 19.E.

G. Liquidated Damages

If we terminate this Agreement for cause under Section 18.B, or if you terminate this Agreement without cause, before the Term's scheduled expiration date, you acknowledge and confirm that we will suffer substantial damages as a result of such termination, including Brand

Damages. "**Brand Damages**" means lost Royalty Fees, lost Brand Fund Contributions, lost market penetration and goodwill, loss of Studio representation in the Studio's market area, customer confusion, lost opportunity costs, and expenses that we will incur in developing or finding another franchisee to develop another Studio in the Studio's market area. We and you acknowledge that Brand Damages are difficult to estimate accurately, and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful to us. Therefore, upon termination of this Agreement, as provided above, before the Term's scheduled expiration date, you agree to pay us in a lump sum, within the timeframe we specify, liquidated damages equal to the product of the lesser of 24 and the number of months that would have remained in the Term (as of the effective date of termination) had it not been terminated multiplied by the average monthly Royalty Fees and Brand Fund contributions that were due and payable to us during the 12 months before the month of termination (or, if the Studio has been open for fewer than 12 months or has not yet opened, the systemwide average of monthly Royalty Fees based on the 12 full calendar months preceding the date of termination of the Franchise Agreement).

You agree that the liquidated damages calculated under this Section 19.G represent the best estimate of our Brand Damages arising from any termination of this Agreement before the Term expires. Your payment of the liquidated damages to us will not be considered a penalty but, rather, a reasonable estimate of fair compensation to us for the Brand Damages we will incur because this Agreement did not continue for the Term's full length. You acknowledge that your payment of liquidated damages is full compensation to us only for the Brand Damages resulting from the early termination of this Agreement and is in addition to, and not in lieu of, your obligations to pay other amounts due to us under this Agreement as of the effective date of termination and to comply strictly with the de-identification procedures of Section 19.B and your other post-termination obligations. If any valid law or regulation governing this Agreement limits your obligation to pay, and/or our right to receive, the liquidated damages for which you are obligated under this Section, then you will be liable to us for any and all Brand Damages we incur, now or in the future, as a result of your breach of this Agreement.

H. Continuing Obligations

All of our and your (and your owners') obligations expressly surviving expiration or termination of this Agreement will continue in full force and effect after and notwithstanding its expiration or termination and until they are satisfied in full.

20. Relationship of the Parties; Indemnification

A. Independent Contractors

This Agreement does not create a fiduciary relationship between you and us (or any affiliate of ours). You have no authority, express or implied, to act as an agent for us or our affiliates for any purpose. You are, and will remain, an independent contractor responsible for all obligations and liabilities of, and for all losses or damages to, the Studio and its assets, including any personal property, equipment, fixtures, or real property, and for all claims or demands based on damage to or destruction of property or based on injury, illness, or death of

any person, directly or indirectly, resulting from the Studio's operation. We and you are entering this Agreement with the intent and expectation that we and you are and will be independent contractors. Further, we and you are not and do not intend to be partners, joint venturers, associates, or employees of the other in any way, and we (and our affiliates) will not be construed to be jointly liable for any of your acts or omissions under any circumstances. We (and our affiliates) are not the employer or joint employer of the Studio's employees. Your Managing Owner or Studio Manager, and Head Instructor are solely responsible for managing and operating the Studio and supervising the Studio's employees. You agree to identify yourself conspicuously in all dealings with members, suppliers, public officials, Studio personnel, and others as the Studio's owner, operator, and manager under a franchise we have granted and to place notices of independent ownership at the Studio and on the forms, business cards, stationery, advertising, e-mails, and other materials we require from time to time.

We (and our affiliates) will not exercise direct or indirect control over the working conditions of Studio personnel, except to the extent such indirect control is related to our legitimate interest in protecting the quality of our services, products, or brand. We (and our affiliates) do not share or codetermine the employment terms and conditions of the Studio's employees and do not affect matters relating to the employment relationship between you and the Studio's employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. To that end, you must notify Studio personnel that you are their employer and that we, as the franchisor of Studios, and our affiliates are not their employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. You also must obtain an acknowledgment (in the form we specify or approve) from all Studio employees that you (and not we or our affiliates) are their employer.

B. No Liability for Acts of Other Party

We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our relationship with you is other than franchisor and franchisee. We will not be obligated for any damages to any person or property directly or indirectly arising from the Studio's operation or the business you conduct under this Agreement.

C. Taxes

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, employment, or other taxes, whether levied upon you or the Studio, due to the business you conduct (except for our own income taxes). You must pay those taxes and reimburse us for any taxes we must pay to any taxing authority on account of either your Studio's operation or payments you make to us (except for our own income taxes).

D. Insurance

During the Term, you must maintain in force at your sole expense insurance coverage for the Studio in the amounts, and covering the risks, we periodically specify in the Manual. We may require some or all of your insurance policies to provide for waiver of subrogation in favor of us and certain of our affiliates. Your insurance carriers must be designated by or acceptable to us, licensed to do business in the state in which the Studio is located and be rated "A-" or higher by A.M. Best and Company, Inc. (or such other rating index designated by us). Insurance policies must be in effect before you begin constructing the Studio. We may periodically increase the amounts of coverage required under those insurance policies and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in Law or standards of liability, higher damage awards, or relevant changes in circumstances. Insurance policies must name us and any affiliates we periodically designate as additional insureds and provide for 30 days' prior written notice to us of any policy's material modification, cancellation, or non-renewal or any non-payment. You must use our approved broker to acquire the required insurance. You must periodically, including before the Studio opens, send us a valid certificate of insurance or duplicate insurance policy evidencing the coverage specified above and the payment of premiums. We have the right to obtain insurance coverage for the Studio at your expense if you fail to do so, in which case you must reimburse our costs, which we may debit directly from your bank account through software we require you use in the Studio. We also have the right to defend claims in our sole discretion.

E. Indemnification

To the fullest extent permitted by Law, you must indemnify and hold harmless us, our affiliates, and our and their respective owners, directors, officers, employees, agents, successors, and assignees (the "**Indemnified Parties**") against, and reimburse any one or more of the Indemnified Parties for, all Losses (defined below) incurred as a result of:

(1) a claim threatened or asserted;

(2) an inquiry made formally or informally; or

(3) a legal action, investigation, or other proceeding brought

by a third party and directly or indirectly arising out of:

(i) the Studio's construction, design, or operation;

(ii) the business you conduct under this Agreement;

(iii) your noncompliance or alleged noncompliance with any Law, including any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to the Studio's employees;

(iv) a Data Security Incident; or

(v) your breach of this Agreement or any agreement with a third party signed in connection with a master services agreement between us or our affiliate and such third party.

You also agree to defend the Indemnified Parties (unless an Indemnified Party chooses to defend at your expense as provided in the following paragraph) against any and all such claims, inquiries, actions, investigations, and proceedings, including those alleging the Indemnified Party's negligence, gross negligence, willful misconduct, and willful wrongful omissions. However, you have no obligation to indemnify or hold harmless an Indemnified Party for any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's gross negligence, willful misconduct, or willful wrongful omissions, so long as the claim to which those Losses relate is not asserted on the basis of theories of vicarious liability (including agency, apparent agency, or joint employment) or our failure to compel you to comply with this Agreement.

For purposes of this indemnification and hold harmless obligation, "**Losses**" include all obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that any Indemnified Party incurs. Defense costs include, without limitation, accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, whether or not litigation, arbitration, or alternative dispute resolution actually is commenced. Each Indemnified Party, with its own counsel and at your expense, may defend and otherwise respond to and address any claim threatened or asserted or inquiry made, or action, investigation, or proceeding brought (instead of having you defend it with your counsel, as provided in the preceding paragraph), and, in cooperation with you, agree to settlements or take any other remedial, corrective, or other actions, for all of which defense and response costs and other Losses you are solely responsible (except as provided in the last sentence of the preceding paragraph).

Your obligations under this Section will continue in full force and effect after and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section. A failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section.

F. Non-Disparagement; Release of Floyd Mayweather Jr.; Covenant Not to Sue

You, on behalf of yourself, or itself, as applicable, and your affiliates, owners, officers, directors, employees, members and partners, successors and assigns (collectively, "**Franchisee Releasors**"), expressly warrant, represent and agree that Franchisee Releasors shall refrain from disparaging, defaming, or criticizing us, the Franchise System, the Marks, our franchisees, the Mayweather Image and/or Floyd Mayweather Jr., in any manner including, without limitation, making any statement, oral or written, which portrays any or all in an unfavorable light or

subjects any thereof to scorn, obloquy or ridicule. The term "**Mayweather Image**" means any name, image, video, likeness, appearance and/or voice of Floyd Mayweather, Jr.

In addition, in consideration of the franchise granted to you, you, on behalf of yourself, or itself, as applicable, and the Franchisee Releasors, hereby release, discharge and agree to hold harmless Floyd Mayweather Jr. and his affiliates, directors, officers, employees, representatives, agents, successors and assigns (for purposes of this Section 20.F, the "**Mayweather Releasees**"), from any and all suits, claims, liabilities, demands, promises, obligations, costs, expenses, actions and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected, which the Franchisee Releasors now own or hold or have at any time heretofore owned or held or may at any time own or hold against the Mayweather Releasees, whether arising out of or in any way related to Floyd Mayweather Jr.'s association with the Franchise System or Marks, his promotion of the Franchise System or Marks, or any statement or conduct of Floyd Mayweather Jr., regardless of whether the statement of conduct is related to the Franchise System or Marks and also regardless of the actual or perceived impact on the Franchise System, the Marks or your Studio, or your decision to purchase the franchise or invest in the Studio ("**Released Claims**").

The Franchisee Releasors acknowledge that they have read and understand the significance and consequences of Section 1542 of the California Civil Code which provides as follows:

> 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.

Nevertheless, the Franchisee Releasors acknowledge that this Section 20.F has been agreed upon and they expressly waive any and all rights which any of them may have under Section 1542 of the California Civil Code, or any other state or federal statute or common law principle of similar effect.

For the sake of clarity, you acknowledge and agree that neither Floyd Mayweather Jr. nor any of the other Mayweather Releasees has (nor will have) any personal liability to you. You further acknowledge and agree that we would not grant you a franchise without your agreement to release and promise to not bring any claims against the Mayweather Releasees at any time, and that your promise and the related representations and warranties you make in this Agreement are an inducement to our entering into this Agreement. In consideration thereof, Franchisee Releasors hereby covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against the Mayweather Releasees with respect to the Released Claims. Any of the Mayweather Releasees may plead or assert the covenant not to sue in this Section 20.F as a complete defense and bar to any claim brought against any of them in contravention of this Section 20.F and, if any such claim is brought against any of them, the Franchisee Releasors,

jointly and severally, shall indemnify, defend, and hold harmless any such Mayweather Releasees from and against any such claim.

We and you hereby designate Floyd Mayweather Jr. and each of the Mayweather Releasees as third-party beneficiaries of this Section 20.F with independent rights to enforce this Section 20.F.

21. Enforcement

A. Severability

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable. If, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future Law in a final, unappealable ruling issued by any court, arbitrator, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant restricting competitive activity is deemed unenforceable due to its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be reformed to the extent necessary to be reasonable and enforceable, and then enforced to the fullest extent permissible, under the Laws and public policies applied in the jurisdiction whose Laws determine the covenant's validity. If any applicable and binding Law requires more notice than this Agreement requires of the termination of this Agreement or of our refusal to grant a successor franchise, or if under any applicable and binding Law any provision of this Agreement or any Brand Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the Law will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Brand Standard to the extent required to be valid and enforceable or delete the unlawful provision entirely. You agree to be bound by any promise or covenant imposing the maximum duty the Law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

B. Waiver of Obligations and Force Majeure

We and you may in writing unilaterally waive or reduce any contractual obligation or restriction upon the other, effective upon delivery of written notice to the other or another effective date stated in the waiver notice. However, no interpretation, change, termination, or waiver of any provision of this Agreement will bind us unless in writing, signed by one of our officers, and specifically identified as an amendment to this Agreement. No modification, waiver, termination, discharge, or cancellation of this Agreement affects the right of any party to this Agreement to enforce any claim or right under this Agreement, whether or not liquidated, which occurred before the date of such modification, waiver, termination, discharge, or cancellation. Any waiver granted is without prejudice to any other rights we or you have, is subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten days' prior written notice.

We and you will not waive or impair any right, power, or option this Agreement reserves (including our right to demand your strict compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before the Term expires) because of any custom or practice varying from this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including your compliance with any Brand Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Studios; the existence of franchise agreements for other Studios containing provisions differing from those contained in this Agreement; or our acceptance of any payments from you after any breach of this Agreement. No special or restrictive legend or endorsement on any payment or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We may remove any legend or endorsement, which will have no effect.

Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform obligations results from: (i) acts of God; (ii) fires, strikes, embargoes, war, terrorist acts or similar events, or riot; (iii) compliance with the orders, requests, or regulations of any federal, state, or municipal government; or (iv) any other similar event or cause. Any delay resulting from these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. However, these causes will not excuse payment of amounts owed at the time of the occurrence or payment of Royalty Fees, Technology Fees, Brand Fund contributions, and other amounts due afterward. Under no circumstances do any financing delays, difficulties, or shortages excuse your failure to perform or delay in performing your obligations under this Agreement.

C. Costs and Attorneys' Fees

If we incur costs and expenses (internal or external) to enforce our rights or your obligations under this Agreement because you have failed to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree to reimburse all costs and expenses we incur, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees, which we may debit from your bank account through software we require you use in the Studio. Your obligation to reimburse us arises whether or not we begin a formal legal proceeding against you to enforce this Agreement. If we do begin a formal legal proceeding against you, the reimbursement obligation applies to all costs and expenses we incur preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has completely ended (including appeals and settlements).

D. You May not Withhold Payments

You may not withhold payment of any amounts owed to us or our affiliates due to our alleged nonperformance of our obligations under this Agreement or for any other reason. You specifically waive any right you have at Law or in equity to offset any monies you owe us or our affiliates or to fail or refuse to perform any of your obligations under this Agreement.

E. Rights of Parties Are Cumulative

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy that we or you are entitled by Law to enforce.

F. Arbitration

All controversies, disputes, or claims between us (and our affiliates and our and their respective owners, officers, directors, agents, and employees, as applicable) and you (and your affiliates and your and their respective owners, officers, and directors, as applicable) arising out of or related to:

i. this Agreement or any other agreement between you (or your owner) and us (or our affiliate) relating to the Studio or any provision of any such agreements;

ii. our relationship with you;

iii. the validity of this Agreement or any other agreement between you (or your owner) and us (or our affiliate) relating to the Studio, or any provision of any such agreements, and the validity and scope of the arbitration obligation under this Section; or

iv. any Brand Standard,

must be submitted for arbitration to the American Arbitration Association. Except as otherwise provided in this Agreement, such arbitration proceedings will be heard by one arbitrator in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. All proceedings, including the hearing, will be conducted at a suitable location that is within ten miles of where we have our principal business address when the arbitration demand is filed. The arbitrator will have no authority to select a different hearing locale other than as described in the prior sentence. All matters within the scope of the Federal Arbitration Act (9 U.S.C. Sections 1 *et seq.*) will be governed by it and not by any state arbitration law.

The arbitrator has the right to award any relief he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs (in accordance with 21.C above), provided that: (i) the arbitrator has no authority to declare any Mark generic or otherwise invalid; and (ii) subject to the exceptions in Section 21.I, we and you waive to the fullest extent the Law permits any right to or claim for any punitive, exemplary, treble, and other forms of multiple damages against the other. The arbitrator's award and decision will be conclusive and bind all parties covered by this Section, and judgment upon the award may be entered in a court specified or permitted in Section 21.H below.

We and you will be bound by any limitation under this Agreement or applicable Law, whichever expires first, on the timeframe in which claims must be brought. We and you further

agree that, in connection with any arbitration proceeding, each must submit or file any claim constituting a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim not submitted or filed in the proceeding will be barred. The arbitrator may not consider any settlement discussions or offers either you or we made. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for the arbitration proceeding to take place and by doing so do not waive or relinquish our right to seek recovery of those costs in accordance with Section 21.C above.

We and you agree that arbitration will be conducted on an individual basis and not in a class, consolidated, or representative action, that only we (and our affiliates and our and their respective owners, officers, directors, agents, and employees, as applicable) and you (and your affiliates and your and their respective owners, officers, and directors, as applicable) may be the parties to any arbitration proceeding described in this Section, and that no such arbitration proceeding may be consolidated or joined with another arbitration proceeding involving us and/or any other person. Despite the foregoing or anything to the contrary in this Section or Section 21.A, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 21.F, then we and you agree that this arbitration clause will not apply to that dispute, and such dispute will be resolved in a judicial proceeding in accordance with this Section 21 (excluding this Section 21.F).

This Section's provisions are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect after and notwithstanding expiration or termination of this Agreement.

Despite your and our agreement to arbitrate, each has the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, provided, however, each must contemporaneously submit its dispute for arbitration on the merits as provided in this Section.

G. Governing Law

Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq.*), or other federal Law, all controversies, disputes, or claims arising from or relating to:

i. this Agreement or any other agreement between you (or your owners) and us (or our affiliates);

ii. our relationship with you;

iii. the validity of this Agreement or any other agreement between you (or your owners) and us (or our affiliate); or

iv. any Brand Standard,

will be governed by the Laws of the State of Texas, without regard to its conflict of Laws rules, except that any law regulating the offer or sale of franchises, business opportunities, or similar interests, or governing the relationship between a franchisor and a franchisee or any similar relationship, will not apply to the matters in clauses (i) through (iv) above under any circumstances unless their jurisdictional requirements and definitional elements are met independently, without reference to this Section 21.G, and no exemption to their application exists.

H. Consent to Jurisdiction

Subject to the arbitration obligations in Section 21.F, you and your owners agree that all judicial actions brought by us against you or your owners, or by you or your owners against us, our affiliates, or our or their respective owners, officers, directors, agents, or employees, relating to this Agreement or the Studio must be brought exclusively in the state or federal court of general jurisdiction located closest to where we, as franchisor, have our principal business address when the action is commenced. You and each of your owners irrevocably submit to the jurisdiction of such courts and waive any objection you or they might have to either jurisdiction or venue. Despite the foregoing, we may bring an action seeking a temporary restraining order or temporary or preliminary injunctive relief, or to enforce an arbitration award, in any federal or state court in the state in which you reside, or the Studio is located.

I. Waiver of Punitive and Exemplary Damages

EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 20.E AND CLAIMS BASED ON YOUR UNAUTHORIZED USE OF THE MARKS OR MAYWEATHER IMAGE OR UNAUTHORIZED USE OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT THE LAW PERMITS ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE, AND OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IF THERE IS A DISPUTE BETWEEN US AND YOU (AND/OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES HE, SHE, OR IT SUSTAINS.

J. Waiver of Jury Trial

SUBJECT TO THE ARBITRATION OBLIGATIONS IN SECTION 21.F, WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS). WE AND YOU (AND YOUR OWNERS) ACKNOWLEDGE THAT WE AND YOU (AND THEY) MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERING THIS WAIVER'S RAMIFICATIONS.

K. Binding Effect

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors-in-interest. Subject to our right to modify the Manual and Brand Standards, this Agreement may not be modified except by a written agreement signed by both you and us that is specifically identified as an amendment to this Agreement.

L. Limitations of Claims

EXCEPT FOR:

(1) CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US FOR ROYALTY FEES, BRAND FUND CONTRIBUTIONS, SOFTWARE LICENSE FEES, AND ANY OTHER AMOUNTS THAT WOULD ACCRUE FOR AN OPERATING STUDIO UNDER THIS AGREEMENT; AND

(2) OUR (AND CERTAIN OF OUR RELATED PARTIES') RIGHT TO SEEK INDEMNIFICATION FROM YOU FOR THIRD-PARTY CLAIMS AS PROVIDED IN THIS AGREEMENT,

ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN US AND YOU WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING, AS PERMITTED, IS COMMENCED IN THE APPROPRIATE FORUM WITHIN THREE YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.

M. Construction

The preambles and exhibits are part of this Agreement, which, together with any riders or addenda signed at the same time as this Agreement and together with the Manual and Brand Standards, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between us and you relating to this Agreement's subject matter. There are no other oral or written representations, warranties, understandings, or agreements between us and you relating to this Agreement's subject matter. Notwithstanding the foregoing, nothing in this Agreement disclaims or requires you to waive reliance on any representation we made in the most recent franchise disclosure document (including its exhibits and amendments) we delivered to you or your representative. Any policies we adopt and implement from time to time to guide our decision-making are subject to change, are not a part of this Agreement, and do not bind us. Except as provided in Sections 20.E and 21.F, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Headings of sections and paragraphs in this Agreement are for convenience only and do not define, limit, or construe the contents of those sections or paragraphs.

References in this Agreement to "we," "us," and "our," with respect to all of our rights and all your obligations to us under this Agreement, include any of our affiliates with whom you deal. "**Affiliate**" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. "**Control**" means the power to direct or cause the direction of management and policies. If two or more persons are at any time the owners of your rights under this Agreement and/or the Studio, whether as partners or joint venturers, their representations, warranties, obligations, and liabilities to us will be joint and several. "**Owner**" means any person holding a direct or indirect ownership interest (whether of record, beneficial, or otherwise) or voting rights in you (or your owner or a transferee of this Agreement and the Studio or any interest in you), including any person who has a direct or indirect interest in you (or your owner or a transferee), this Agreement, or the Studio or any other direct or indirect legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets. References to a "**controlling ownership interest**" in you or one of your owners (if an Entity) mean the percent of voting shares or other voting rights resulting from dividing 100% of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in you or one of your owners, whether a "controlling ownership interest" is involved must be determined both immediately before and immediately after the proposed transfer to see if a "controlling ownership interest" will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer). "**Person**" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity. Unless otherwise specified, all references to a number of days mean calendar days and not business days.

The term "**Studio**" includes all assets of the Studio you operate under this Agreement, including its revenue and income. "**Include**," "**including**," and words of similar import will be interpreted to mean "including, but not limited to," and the terms following such words will be interpreted as examples, and not an exhaustive list, of the appropriate subject matter.

This Agreement will become valid and enforceable only upon its full execution by you and us, although we and you need not be signatories to the same original, facsimile, or electronically transmitted counterpart of this Agreement. A faxed copy of an originally signed signature page, a scanned copy of an originally signed signature page that is sent as a .pdf by email, or a signature page bearing an electronically/digitally captured signature and transmitted electronically will be deemed an original.

N. The Exercise of Our Business Judgment

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we deem best according to our business judgment, to vary Brand Standards or other aspects of the Franchise System for any franchisee. You have no right to require us to grant you a similar variation or accommodation.

We have the right to develop, operate, and change the Franchise System in any manner this Agreement does not specifically prohibit. Whenever this Agreement reserves our right to take or withhold an action, or to grant or decline to grant you the right to take or omit an action, we may, except as this Agreement specifically provides, make our decision or exercise our rights based on information then available to us and our judgment of what is best for us, Studio franchisees generally, or the Franchise System when we make our decision, whether or not we could have made other reasonable or even arguably preferable alternative decisions and whether or not our decision promotes our financial or other individual interest.

O. No Waiver or Disclaimer of Reliance in Certain States

The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

22. Compliance with Anti-Terrorism Laws

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any Anti-Terrorism Law. "**Anti-Terrorism Laws**" mean Executive Order 13224 issued by the President of the United States and all other present and future Laws, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, constitutes good cause for immediate termination of this Agreement, as provided in Section 18 above.

23. Notices and Payments

All acceptances, approvals, requests, notices, and reports required or permitted under this Agreement will not be effective unless in writing and delivered to the party entitled to receive them in accordance with this Section 23. All such acceptances, approvals, requests, notices, and reports will be deemed delivered at the time delivered by hand; or one business day after deposit with a nationally-recognized commercial courier service for next business day delivery; or three business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid; and must be addressed to the party to be notified at its most

current principal business address of which the notifying party has been notified and/or, with respect to any approvals and notices we send you or your owners, at the Studio's address. Payments and certain information and reports you must send us under this Agreement will be deemed delivered on any of the applicable dates described above or, if earlier, when we actually receive them electronically (all payments, information, and reports must be received on or before their due dates in the form and manner specified in this Agreement). As of the Effective Date of this Agreement, notices should be addressed to the following addresses unless and until a different address has been designated by written notice to the other party:

To us: MW FRANCHISE HOLDINGS INTERNATIONAL, LLC
7700 Windrose Avenue, #G300
Plano, Texas 75024
Attn: President

Notices to you and your owners: _____
_____
_____

24. Electronic Mail

You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize e-mail transmission to you during the Term by us and our employees, vendors, and affiliates ("**Official Senders**"). You further agree that: (i) Official Senders are authorized to send e-mails to your Managing Owner or Studio Manager and other supervisory employees whom you occasionally authorize to communicate with us; (ii) you will cause your Managing Owner or Studio Manager, officers, directors, and supervisory employees to consent to Official Senders' transmission of e-mails to them; (iii) you will require such persons not to opt out of or otherwise ask to no longer receive e-mails from Official Senders while such persons work for or are associated with you; and (iv) you will not opt out of or otherwise ask to no longer receive e-mails from Official Senders during the Term. The consent given in this Section 24 will not apply to the provision of formal notices by either party under this Agreement under Section 23 using e-mail unless the parties otherwise agree in a written document manually signed by both parties.

[REMAINDER OF PAGE BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, to be effective as of the date set forth next to our signature below.

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC, a Delaware limited liability company	**FRANCHISEE**
	_____ [Name]
By:_____ Title:_____ Date:_____	By:_____ Title:_____ Date:_____

EXHIBIT A
TO THE MW FRANCHISE HOLDINGS INTERNATIONAL, LLC FRANCHISE AGREEMENT

BASIC TERMS

1. The Initial Franchisee Fee is: $_____.

2. You may identify a site for the Studio within the State of _____. The State of _____is simply the geographical area within which you have the right to look for the Studio's site.

3. The Studio's physical address is _____. If you have not found and secured the Studio's site as of the Effective Date, we and you will identify the Studio's physical address in the blank above after you find and secure the site.

4. The Studio's Area of Protection is described as follows: _____ _____ (see map attached to this Exhibit A as Attachment A-2 and incorporated by reference herein). If you have not found and secured the Studio's site as of the Effective Date, we will define the Area of Protection in the blank above and on an attached map after you find and secure the site. (We may modify the Area of Protection during the Franchise Agreement term if, with our prior written permission, which we have no obligation to grant, the Studio relocates.)

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC, a Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

EXHIBIT B
TO THE MW FRANCHISE HOLDINGS INTERNATIONAL, LLC
FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ _____, 20__, by _____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "**Agreement**") on this date by **MW FRANCHISE HOLDINGS INTERNATIONAL, LLC**, a Delaware limited liability company ("**Franchisor**"), each of the undersigned personally and unconditionally (a) guarantees to Franchisor and its successors and assigns, for the term of the Agreement (including, without limitation, any extensions of its term) and afterward as provided in the Agreement, that _____ ("**Franchisee**") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including, without limitation, any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including, without limitation, any amendments or modifications of the Agreement), including (i) monetary obligations, (ii) obligations to take or refrain from taking specific actions and to engage or refrain from engaging in specific activities, including, but not limited to, the non-competition, confidentiality, and transfer requirements, and (iii) the enforcement and other provisions in Sections 21, 22, and 23 of the Agreement, including the arbitration provision.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Franchisee or another person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence Franchisor may from time to time grant to Franchisee or to another person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, any release of other guarantors), none of which will in any way modify or amend this Guaranty, which will continue and be irrevocable during the term of the Agreement (including, without limitation, any extensions of its term) and afterward for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners and for so long as Franchisor has any cause of action against Franchisee or any of its owners; (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers; and (6) any Franchisee indebtedness to the undersigned, for whatever reason, whether currently existing or hereafter arising, will at all times be inferior and subordinate to any indebtedness owed by Franchisee to Franchisor or its affiliates.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned will be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Franchisor; (ii) acceptance and notice of acceptance by Franchisor of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he or she may be entitled; and (iii) all rights to assert or plead any statute of limitations or other limitations period as to or relating to this Guaranty. The undersigned expressly acknowledges that the obligations under this Guaranty survive expiration or termination of the Agreement.

If Franchisor seeks to enforce this Guaranty in an arbitration, judicial, or other proceeding and prevails in that proceeding, Franchisor is entitled to recover its reasonable costs and expenses (including, but not limited to, attorneys' fees, arbitrators' fees, expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses, and travel and living expenses) incurred in connection with the proceeding. If Franchisor is required to engage legal counsel in connection with the undersigned's failure to comply with this Guaranty, the undersigned must reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs, even if Franchisor does not commence a judicial or arbitration proceeding.

Subject to the arbitration obligations set forth in the Agreement and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be brought exclusively in the state or federal court of general jurisdiction in the state, and in (or closest to) the city, where Franchisor has its principal business address when the action is commenced, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that Franchisor may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled. FRANCHISOR AND THE UNDERSIGNED IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY OF THEM. EACH ACKNOWLEDGES THAT THEY MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERATION OF THIS WAIVER'S RAMIFICATIONS.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)	**PERCENTAGE OF OWNERSHIP IN FRANCHISEE**
By: _____ Name: _____	_____%
By: _____ Name: _____	_____%
By: _____ Name: _____	_____%
By: _____ Name: _____	_____%

EXHIBIT C
TO THE MW FRANCHISE HOLDINGS INTERNATIONAL, LLC FRANCHISE AGREEMENT

FRANCHISEE AND ITS OWNERS

Effective Date: This Exhibit C is current and complete as of _____

Franchisee was incorporated or formed on _____, under the laws of the State of _____. Franchisee has not conducted business under any name other than Franchisee's corporate, limited liability company, or partnership name and (if applicable) _____. The following is a list of Franchisee's directors or managers (if applicable) and officers as of the effective date shown above:

Name	Position(s) Held

Owners. The following list includes the full name of each person who is one of Franchisee's direct or indirect owners and fully describes the nature of each owner's interest (attach additional pages if necessary).

Owner's Name	Description of Interest

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC, a Delaware limited liability company

By:_____
Title:_____
Date:_____

FRANCHISEE

_____
[Name]

By:_____
Title:_____
Date:_____

EXHIBIT D
TO THE MW FRANCHISE HOLDINGS INTERNATIONAL, LLC FRANCHISE AGREEMENT

LEASE RIDER

INSERT PREAMBLE AND RECITALS

MAYWEATHER STANDARD TERMS:

A. Landlord will send to MW FRANCHISE HOLDINGS INTERNATIONAL, LLC ("**MWF**") copies of all default notices, and all notices of Landlord's intent to terminate the Lease (or any rights of Tenant under the Lease) or evict Tenant from the leased premises, simultaneously with sending such notices to Tenant. Such notice shall be delivered to MWF in writing by overnight delivery by FedEx or other nationally-recognized overnight courier. Landlord and Tenant hereby acknowledge and agree that MWF has the right, but is under no obligation, to cure any deficiency under the Lease, if Tenant should fail to do so, within (i) 15 days after MWF's receipt of such notice as to monetary defaults or (ii) 30 days after MWF's receipt of such notice as to non-monetary defaults. Such copies must be sent to:

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC
7700 Windrose Avenue, #G300
Plano, Texas 75024
AND: legal@mayweather.fit

B. Landlord acknowledges that Tenant's rights to operate a Studio and to use the Mayweather Boxing + Fitness name and related trademarks, service marks and logos are solely pursuant to a franchise agreement dated _____, 20__ (the "**Franchise Agreement**") between Tenant and MWF. Tenant's operations at the [Premises] are independently owned and operated. Landlord acknowledges that Tenant alone is responsible for all obligations under the Lease unless and until MWF or another franchisee expressly, and in writing, assumes such obligations and takes actual possession of the Premises as otherwise agreed to herein. Should (i) MWF deliver to Landlord notice of its intent to terminate the Franchise Agreement or (ii) Landlord deliver notice to MWF of its intent to terminate the Lease, then upon MWF's cure of all monetary defaults of Tenant under the Lease, MWF may elect to (x) assume this Lease (either as MWF or an entity owned or controlled by, or under common control or ownership with, MWF) (an "**MWF Affiliate**") or (y) allow a franchisee of MWF to assume this Lease (so long as such franchisee has the same or greater net worth as Tenant as of the Effective Date of this Lease and so long as the principals of such franchisee sign a guaranty of this Lease on the same terms of any guaranty given in connection with this Lease initially) (a "**Qualified Franchisee**"). Landlord further agrees that should MWF assume the Lease as permitted above, MWF may further assignee the Lease to a Qualified Franchisee without Landlord's prior consent. Landlord further agrees that all unexercised renewal or extension rights and other rights which may, pursuant to the terms of the Lease, be stated to be personal to Tenant, shall not be terminated in the event of any assignment otherwise permitted herein but shall inure to the benefit of the applicable assignee.

C. MWF may enter the [Premises] to make any modifications or alterations necessary to protect the Franchise System and the Marks or to cure any default under the Floyd Mayweather Boxing Franchise System (the "**System**") or Lease at any time and without prior notice to Landlord. MWF will indemnify Landlord for any damage done to the Premises by MWF in connection with such access.

D. Landlord shall, without charge, permit Tenant to comply with standard changes and updates by MWF to its brand, signs, store concept and leasehold improvements; provided that such changes and updates are not in violation of the terms of the Lease. In the event that Landlord approval for such changes and updates is required under the Lease, such approval shall not be unreasonably withheld.

E. MWF is an intended third-party beneficiary under the provisions set forth above with independent rights to enforce them, and neither Landlord nor Tenant may alter or limit any of those provisions without MWF's prior written approval.

F. Landlord agrees to promptly notify MWF (email is acceptable) of any material modifications or amendments to the Lease and to deliver notice to MWF of delivery of possession on the date that possession of the Premises is delivered to Tenant.

G. Tenant shall not, and Landlord shall not permit Tenant to, amend, assign the Lease or sublet all or any portion of the Premises, or extend or renew the term of the Lease, without MWF's prior written consent, which shall not be unreasonably withheld.

H. Landlord acknowledges that any landlord's lien or security interest arising under or from the Lease will not apply to any operations manuals, software, scripts, videos or other tangible or intangible personal property of Tenant furnished by Franchisor or any supplier to Tenant under a use restriction, obligation of confidentiality or under license, and to any signage, printed materials, merchandise or other tangible media, goods, inventory and supplies bearing the Proprietary Marks. At termination of the Lease, Franchisor will arrange for recovery and removal of such items as provided in the Franchise Agreement.

I. This Lease Rider amends the Lease between the parties described hereinabove; and except as provided herein, all other terms of said Lease shall remain unchanged. In the event of a conflict in the terms and conditions of this Lease Rider and the terms and conditions of the Lease, the terms and conditions of this Lease Rider will control.

DATED this _____.

LANDLORD:	TENANT:
_____	_____
Signature	Signature
_____	_____
Title	Title

EXHIBIT E
TO THE MWF FRANCHISE HOLDINGS INTERNATIONAL, LLC FRANCHISE AGREEMENT

SAMPLE FORM OF CONFIDENTIALITY AGREEMENT

1. In consideration of my employment or contract with and/or interest in _____ _____(the "**Franchisee**") and the salary, honorariums, wages, and/or fees paid to me, I acknowledge that **MW FRANCHISE HOLDINGS INTERNATIONAL, LLC**, a Delaware limited liability company having its principal place of business at 7700 Windrose Avenue, #G300, Plano, Texas 75024 ("**MWF**"), has imposed the following conditions on the Franchisee, any owner of the Franchisee, and the Franchisee's officers, directors, and senior personnel. As a condition of performing services for or having an interest in Franchisee, I agree to accept the following conditions without limitation:

2. Without obtaining MWF's prior written consent (which consent MWF may withhold in its sole discretion), I will (i) not disclose, publish, or divulge to any other person, firm, or corporation, through any means, any of MWF's Confidential Information either during or after my employment by or association with Franchisee, (ii) not use the Confidential Information for any purposes other than as related to my employment or association with Franchisee, and (iii) not make copies or translations of any documents, data, or compilations containing any or all of the Confidential Information, commingle any portion of the documents, data, or compilations, or otherwise use the documents, data, or compilations containing Confidential Information for my own purpose or benefit. I also agree to surrender any material containing any of MWF's Confidential Information upon request or upon termination of my employment or association with Franchisee. I understand that the Manual is provided by MWF to Franchisee for a limited purpose, remains MWF's property, and may not be reproduced, in whole or in part, without MWF's prior written consent.

For purposes of this Agreement, "**Confidential Information**" means certain information, processes, methods, techniques, procedures, and knowledge, including know-how (which includes information that is secret and substantial), manuals, and trade secrets (whether or not judicially recognized as a trade secret), developed or to be developed by MWF relating directly or indirectly to the development or operation of a Studio. With respect to the definition of know-how, "**secret**" means that the know-how as a body or in its precise configuration is not generally known or easily accessible, and "**substantial**" means information that is important and useful to Franchisee in developing and operating Franchisee's Studio. Without limiting the foregoing, Confidential Information includes, but is not limited to:

i. information in the Manual and Brand Standards;

ii. layouts, designs, and other plans and specifications for Studios;

iii. methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, and knowledge and experience used in developing and operating Studios;

iv. marketing research and promotional, marketing, and advertising programs for Studios;

v. knowledge of specifications for and suppliers of, and methods of ordering, certain Operating Assets, services, products, materials, and supplies that Studios use and sell;

vi. knowledge of the operating results and financial performance of Studios other than Franchisee's Studio;

vii. member solicitation, communication, and retention programs, along with Data used or generated in connection with those programs;

viii. all Data and all other information generated by, or used or developed in, the Studio's operation, including Consumer Data, and any other information contained from time to time in the Technology System or that visitors (including you) provide to the System Website; and

ix. any other information MWF reasonably designates as confidential or proprietary.

3. If there is a dispute or question arising out of the interpretation of this Agreement or any of its terms, the laws of the State of [_____] *[franchisee's home state]* will govern.

4. I acknowledge receipt of a copy of this Agreement and that I have read and understand this Agreement. This Agreement may not be modified except in writing with the prior approval of an officer of Franchisee.

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

Address:_____
_____

Check the following that apply:

___Owner
___Senior Personnel
___Officer
___Other (please specify)
___Director

EXHIBIT B

DIRECTORY OF FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

California Department of Financial Protection and Innovation
Commissioner for the Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
866-275-2677

CONNECTICUT

Connecticut Department of Banking
Securities Division
260 Constitution Plaza
Hartford, Connecticut 06103
800-831-7225

FLORIDA

State Department of Agriculture and Consumer Services
P.O. Box 6700
Tallahassee, FL 32314-6700
850-410-3754

HAWAII

Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street Room 205
Honolulu, Hawaii 96813
808-586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62701
217-782-4465

INDIANA

Chief Deputy Commissioner Securities Divisions
302 West Washington Street Room E-111
Indianapolis, Indiana 46204
317-232-6681

MARYLAND

Securities Commissioner Division of Securities
200 St. Paul Place 20th Floor
Baltimore, Maryland 21202-2020
410-576-6360

MICHIGAN

Consumer Protection Division Franchise Administrator
A. Mennen Williams Building 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
517-373-7117

MINNESOTA

Commissioner of Commerce Securities Unit
Minnesota Department of Commerce 85
Seventh Place East Suite 280
St. Paul, Minnesota 55101 651-539-1600

NEW YORK

New York Secretary of State One Commerce Plaza
99 Washington Avenue
Albany, New York 12231 518-473-2492

New York State Department of Law
Investor Protection Bureau
120 Broadway 23rd Floor
New York, New York 10271
212-416-8236

NORTH DAKOTA
Franchise Examiner
600 East Boulevard
State Capitol 5th Floor
Bismarck, North Dakota 58505
701-328-2910

RHODE ISLAND
Department of Business Regulation
Division of Securities
1511 Pontiac Avenue Bldg. 69-2
Cranston, Rhode Island 02920
401-462-9527

SOUTH DAKOTA
Franchise Administrator Division of Securities
124 S. Euclid Ave Suite 104
Pierre, South Dakota 57501
605-773-4823

TEXAS
Registrations Unit Secretary of State
P.O. Box 13193
Austin, Texas 78711-2697
1019 Brazos
Austin, Texas 78701
512-463-5701

VIRGINIA
Clerk of the State Corporation Commission
1300 East Main St, 9th Floor
Richmond, Virginia 23219
804-371-9733

State Administrator:
State Corporation Commission
1300 East Main St. 9th Floor
Richmond, Virginia 23219
804-371-9051

WASHINGTON
Securities Administrator
150 Israel Road SW
Tumwater, Washington 98501
360-902-8760

WISCONSIN
Franchise Registration Divisions of Securities
P.O. Box 1768
Madison, Wisconsin 53701
608-261-9140

EXHIBIT C

FRANCHISE DISCLOSURE QUESTIONNAIRE

NOTE: THIS DISCLOSURE ACKNOWLEDGEMENT STATEMENT SHALL NOT BE COMPLETED OR SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE MAYWEATHER BOXING + FITNESS FRANCHISE IS SUBJECT TO THE STATE FRANCHISE REGISTRATION/DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

As you know, MW Franchise Holdings International, LLC ("we," "us" or "Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of a Mayweather Boxing + Fitness™ Franchised Business. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate, or misleading.

Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed our Franchise Agreement and each exhibit and schedule attached to it?

   Yes_____ No_____ Your Initials_____

2. Have you received and personally reviewed the Disclosure Document we provided to you?

   Yes_____ No_____ Your Initials_____

3. Have you discussed the benefits and risks of operating a Franchised Business with an attorney, accountant or other professional advisor and/or do you understand the risks?

   Yes_____ No_____ Your Initials_____

4. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a Franchised Business operated by us or our franchisees?

   Yes_____ No_____ Your Initials_____

5. Has any employee or other person speaking on our behalf made any statement or promise concerning the Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?

   Yes_____ No_____ Your Initials_____

6. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Franchised Business?

Yes_____ No_____ Your Initials_____

7. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes_____ No_____ Your Initials_____

8. If you have answered "Yes" to any of questions 4 through 7, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

If you have answered "No" to all of questions 4 through 7, please leave the following lines blank.

_____

_____

_____

_____

9. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between you and the Franchisor?

Yes_____ No_____ Your Initials_____

You understand that your answers are important to us and we will rely on them. By signing this Questionnaire, you are representing that you, on behalf of yourself (and your franchise entity, if applicable), have considered each question carefully and responded truthfully to the above questions.

NOTE FOR RESIDENTS OF THE STATE OF MARYLAND AND FRANCHISEES WITH STUDIOS TO BE LOCATED IN MARYLAND: All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to, nor shall they act as, a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

_____
Franchise Applicant -– Signature
(individually and on behalf of franchise entity, if applicable)

_____
Print Name

_____
Date

EXHIBIT D

STATE ADDENDA

EXHIBIT D

STATE LAW ADDENDA
TO
FRANCHISE DISCLOSURE DOCUMENT
AND
FRANCHISE AGREEMENT

The following are additional disclosures for the Franchise Disclosure Document of MW Franchise Holdings International, LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

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 FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION & INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR DEVELOPMENT RIGHTS RIDER OR FRANCHISE AGREEMENT.

3. OUR WEBSITE, www.mayweather.fit, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT www.dfpi.ca.gov.

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

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

Neither we, our parent, predecessor or affiliates nor any person 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. Sections 78a et seq., suspending or expelling such persons from membership in that association or exchange.

6. The following language is added to the "Remarks" column of the line-item titled "Interest and Late Charges" in Item 6:

The highest interest rate allowed under California law is 10% annually.

7. The following paragraphs are added at the end of Item 17:

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

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

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

The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

> The Franchise Agreement requires binding arbitration. The arbitration will occur at a suitable location that is within ten (10) miles of where we have our principal business address when the arbitration demand is filed (currently Plano, Texas). Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

8. No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller,

or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

HAWAII

The following is added to the end of Item 5:

Based on our financial condition, the Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, has required a financial assurance. Therefore, all initial fees owed by you to us will be deferred until your Studio opens for business under the Franchise Agreement. In addition, all development fees and initial payments by you will be deferred until the first Studio under the Development Rights Rider opens for business.

ILLINOIS

The "**Special Risks to Consider About *This* Franchise**" page is revised to include the following risk factor:

> **Unregistered Trademark**. The primary trademark that you will use in your business is not federally-registered. If the Franchisor's ability to use this trademark in your area is challenged, you may have to identify your business and its products/services by a different name. This change can be expensive and may reduce brand recognition of the products and services you offer.

The following is added to the end of Item 5:

Based upon our financial condition, the Illinois Attorney General's Office has imposed a bond requirement. Therefore, we have posted a surety bond in the amount of $49,500 for the benefit of all Illinois residents purchasing a franchise from us. The surety bond is on file with the Illinois Attorney General's Office.

Illinois law shall apply to and govern the Franchise Agreement.

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

Franchisees' right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

MARYLAND

1. The following is added to the end of Item 5:

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we have posted a surety bond in the amount of $300,000 for the benefit of all Maryland residents purchasing a franchise from us. The surety bond is on file with the Maryland Securities Division and is attached to this addendum.

2. The following language is added to the end of the "Summary" sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for Franchisor approval of transfer:

> Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law. (The form of general release that we currently intend to use in connection with transfers and renewals is provided in Section 20.F. of the Franchise Agreement, attached as Exhibit A to this Franchise Disclosure Document.)

3. The following language is added to the end of the "Summary" sections of Item 17(h), entitled "Cause" defined – non-curable defaults:

> The Franchise Agreement provides for termination upon your bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

4. The "Summary" sections of Item 17(v), entitled Choice of forum are amended to add the following:

> , and to the extent required by the Maryland Franchise Registration and Disclosure Law, you may bring an action in Maryland.

5. The "Summary" sections of Item 17(w), entitled Choice of law, are deleted in their entirety and the following is substituted in their place:

> Texas law generally applies, except for the Federal Arbitration Act, other federal law, and claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The following language is added to the end of the chart in Item 17:

> You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

MICHIGAN:

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

1. A prohibition on the right to join an association of franchisees.

2. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

3. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years old and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of the franchisor's intent to renew the franchise.

5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

6. A provision requiring that arbitration or litigation is to be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of the arbitration, to conduct arbitration at a location outside this state.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchases the franchise. Good cause shall include, but is not limited to:

    a) The failure of the proposed transferee to meet the franchisor's then current

reasonable qualifications or standards.

b) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

c) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

d) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in the subdivision (c).

9. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited, and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attn: Franchise Administrator
670 G. Mennen Williams Building
525 West Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

Note: Notwithstanding paragraph 6 above, we intend to, and you agree that we and you will, enforce fully the provisions of the arbitration section of our agreements. We believe that paragraph 6 is unconstitutional and

cannot preclude us from enforcing the arbitration provisions.

MINNESOTA

Renewal, Termination, Transfer and Dispute Resolution. The following is added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Development Rights Rider and Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document, Development Rights Rider or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Those provisions also provide that no condition, stipulation or provision in the Development Rights Rider or Franchise Agreement will in any way abrogate or reduce any of your rights under the Minnesota Franchises Law, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

Any release required as a condition of renewal, sale and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT D OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NYS DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

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

FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

C. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

None of the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in

our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), entitled Termination by franchisee:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), entitled Assignment of contract by franchisor:

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

8. The following is added to the end of the "Summary" sections of Item 17(v), entitled Choice of forum, and Item 17(w), entitled Choice of law:

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

NORTH DAKOTA

1. The following language is added to the "Remarks" column of the "Liquidated Damages" line-item in Item 6 and to the end of the "Summary" section of Item 17(i), titled Franchisee's obligations on termination/nonrenewal:

> The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

2. The following language is added to the end of the "Summary" sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

> ; provided, however, that this general release shall not apply to the extent prohibited by the North Dakota Franchise Investment Law (as amended).

3. The following language is added to the end of the "Summary" section of Item 17(r), entitled Non-competition covenants after the franchise is terminated or expires:

> Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we and you will enforce the covenants to the maximum extent the law allows.

4. The following language is added to the end of the "Summary" section of Item 17(v), entitled Choice of forum:

> , however, to the extent required by applicable law, you may bring an action in North Dakota.

5. The "Summary" section of Item 17(w), entitled Choice of law, is deleted and replaced with the following language:

> Except for federal law, to the extent required by law, North Dakota law applies.

RHODE ISLAND

1. The "Summary" section of Item 17(v), entitled Choice of forum, is deleted and replaced with the following language:

> Subject to arbitration obligations, litigation must be in the state where we then maintain our principal business address (currently Texas), except as otherwise required by applicable law for claims arising under the Rhode Island Franchise Investment Act. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. The "Summary" section of Item 17(w), entitled Choice of law, is deleted and replaced with the following language:

> Except for federal law, Texas law controls, except as otherwise required by law for claims arising under the Rhode Island Franchise Investment Act. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

VIRGINIA

1. The following is added to the end of Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under the Franchise Agreement. In

addition, all development fees and initial payments by you will be deferred until the first Studio under the Development Rights Rider opens for business.

2. The following language is added to the end of the "Summary" section of Item 17.h., entitled "Cause" defined – non-curable defaults:

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

WASHINGTON

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

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the

independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

8. The following is added to the end of Item 5:

Based upon our financial condition, the State of Washington Department of Financial Institutions, Securities Division has required a financial assurance. Therefore, we have posted a surety bond in the amount of $100,000 for the benefit of all Washington residents purchasing a franchise from us. The surety bond is on file with the Washington Department of Financial Institutions, Securities Division and is attached to this addendum.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN HAWAII

THIS RIDER (this "**Rider**") is made and entered into by and between **MW Franchise Holdings International, LLC**, a Delaware limited liability company with its principal place of business at 7700 Windrose Avenue, #G300, Plano, Texas 75024 (**"Franchisor"**), and the person or entity identified on Exhibit A as the franchisee (**"Franchisee"**) with its principal place of business as set forth on Exhibit A. In this Rider, **"we," "us,"** and **"our"** refers to Franchisor. **"You"** and **"your"** refers to Franchisee.

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20____(the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Hawaii, and/or; and/or (b) the Studio will be located or operated in Hawaii.

2. **INITIAL FEES**. The following is added to the end of Section 5.A. ("Initial Franchise Fee") of the Agreement:

> Based on our financial condition, the Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, has required a financial assurance. Therefore, all initial fees owed by you to us will be deferred until your Studio opens for business under the Franchise Agreement.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR
MW FRANCHISE HOLDINGS INTERNATIONAL, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE
(IF ENTITY):

_____
[Name]

By:_____

Name:_____

Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN ILLINOIS

THIS RIDER (this "**Rider**") is made and entered into by and between **MW Franchise Holdings International, LLC**, a Delaware limited liability company with its principal place of business at 7700 Windrose Avenue, #G300, Plano, Texas 75024 (**"Franchisor"**), and the person or entity identified on the cover page as the franchisee (**"Franchisee"**) with its principal place of business as set forth on Exhibit A. In this Rider, **"we," "us,"** and **"our"** refers to Franchisor. **"You"** and **"your"** refers to Franchisee.

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20____(the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Studio that you will operate under the Franchise Agreement will be located in Illinois, and/or (b) you are domiciled in Illinois.

2. **ADDITION OF PARAGRAPHS**. The following paragraphs are added to the end of the Franchise Agreement as Section 25:

Illinois law shall apply to and govern the Franchise Agreement.

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

Franchisees' right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

3. **SURETY BOND**. Based upon our financial condition, the Illinois Attorney General's Office has imposed a bond requirement. Therefore, we have secured a surety bond in the amount of $49,500 from Hartford Fire Insurance Company. A copy of the bond is on file with the Illinois Attorney General's Office.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR
MW FRANCHISE HOLDINGS INTERNATIONAL, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE
(IF ENTITY):

_____
[Name]

By:_____

Name:_____

Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN MARYLAND

THIS RIDER (this "**Rider**") is made and entered into by and between **MW Franchise Holdings International, LLC**, a Delaware limited liability company with its principal place of business at 7700 Windrose Avenue, #G300, Plano, Texas 75024 (**"Franchisor"**), and the person or entity identified on Exhibit A as the franchisee (**"Franchisee"**) with its principal place of business as set forth on Exhibit A. In this Rider, **"we," "us,"** and **"our"** refers to Franchisor. **"You"** and **"your"** refers to Franchisee.

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20____(the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland, and/or; and/or (b) the Studio will be located or operated in Maryland.

2. **RELEASES**. The following is added to the end of Sections 4.B., 16.C.ii(i), 17, 19.F.iii, and 20.F. of the Franchise Agreement:

> ; provided, however, that such general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. **GOVERNING LAW**. The first sentence of Section 21.G. of the Franchise Agreement is deleted in its entirety and the following is substituted in its place:

> Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq.*), or other federal Law, and except as otherwise required by law for claims arising under the Maryland Franchise Registration and Disclosure Law, all controversies, disputes, or claims arising from or relating to:
>
> (1) this Agreement or any other agreement between you (or your owners) and us (or our affiliates);
>
> (2) our relationship with you;
>
> (3) the validity of this Agreement or any other agreement between you (or your owners) and us (or our affiliate); or
>
> (4) any Brand Standard,
>
> will be governed by the Laws of the State of Texas, without regard to its conflict of Laws rules.

4. **TERMINATION.** The following language is added to the end of Section 18.B.xvii of the Franchise Agreement:

> ; however, such provision might not be enforceable under federal bankruptcy law (11 U.S.C. Section 1010 et seq.), although we intend to enforce it to the extent enforceable.

5. **JURISDICTION**. The following language is added to the end of Section 21.H. of the Franchise Agreement:

> Notwithstanding the foregoing, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **ACKNOWLEDGMENTS**. The following language is added to the end of Section 2 of the Franchise Agreement:

> Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

7. **LIMITATIONS OF CLAIMS**. The following language is added to the end of Section 21.L. of the Franchise Agreement:

> , except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

8. **SURETY BOND**. Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we have secured a surety bond in the amount of $300,000 from Hartford Fire Insurance Company. A copy of the bond is on file at the Maryland Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202. Also, a copy is attached to the Maryland Addendum to the Disclosure Document in this Exhibit D.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR
MW FRANCHISE HOLDINGS INTERNATIONAL, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE
(IF ENTITY):

_____
[Name]

By:_____

Name:_____

Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

FORM OF RELEASE FOR MARYLAND FRANCHISEES

This Release is made on _____, 20___, between MW Franchise Holdings International, LLC, a Delaware limited liability company ("Franchisor") and _____("Franchisee").

RECITALS

A. Franchisor and Franchisee entered into a Franchise Agreement dated _____, 20 (the "Franchise Agreement") in which Franchisor granted Franchisee the right to locate, develop, and operate a Mayweather Boxing + Fitness™ business (the "Franchised Business"), and Franchisee assumed obligations to locate, develop, and operate the Franchised Business.

B. As a condition to Franchisor's consent to the transfer of the Franchised Business, Franchisee is willing to release Franchisor from certain obligations arising from the Franchise Agreement and related agreements, and any claims Franchisee may have against each Franchisee as described herein.

AGREEMENT

1. RELEASE AND COVENANT NOT TO SUE

Subject to the terms of this Release, and in consideration for the consent described above, Franchisee and the undersigned individual guarantors, if applicable, hereby release and discharge and hold harmless Franchisor, its principals, agents, members, shareholders, officers, directors, employees, successors, assigns, subsidiaries, and affiliated groups and each of them ("Affiliates"), from any and all losses, claims, debts, demands, liabilities, actions, and causes of action, of any kind, whether known or unknown, past or present, that any of them may have or claim to have against Franchisor or its Affiliates and any of them before or on the date of this Release, arising out of or related to the offer, negotiation, execution, and performance of the Franchise Agreement, the operation of the Franchised Business, and all circumstances and representations relating to such offer, negotiation, execution, performance, and operation (collectively, "Released Claims," except as specifically reserved:

_____

_____

_____

_____

Franchisee and guarantors agree that Released Claims shall specifically include any claim or potential claims under the Title 14 Sections 14-201 through 14-233 of the Maryland Annotated Code and laws otherwise governing relationships between franchisors and franchisees. Franchisee and guarantors hereby covenant and agree that none of them will bring any action against Franchisor or its Affiliates in connection with any Released Claim.

2. NO ADMISSION

Nothing contained in this Agreement shall be construed as an admission of liability by either party.

3. NO ASSIGNMENT

Each party represents and warrants to the other that it has not assigned or otherwise transferred or subrogated any interest in the Franchise Agreement or in any claims that are related in any way to the subject matter of this Release. Each party agrees to indemnify and hold the other fully and completely harmless from any liability, loss, claim, demand, damage, costs, expense and attorneys' fees incurred by the other as a result of any breach of this representation or warranty.

4. ENTIRE AGREEMENT

This Release embodies the entire agreement between the parties and supersedes any and all prior representations, understandings, and agreements with respect to its subject matter. There are no other representations, agreements, arrangements, or understandings, oral or in writing, and signed by the party against whom it is sought to be enforced.

5. FURTHER ACTS

The parties agree to sign other documents and do other things needed or desirable to carry out the purpose of this Release.

6. SUCCESSORS

This Release shall bind and insure to the benefit of the parties, their heirs, successors, and assigns.

7. GOVERNING LAW; JURISDICTION

This Release shall be construed under and governed by the laws of the State of Texas, and the parties agree that the courts of Collin County, Texas, shall have jurisdiction over any action brought in connection with it, except to the extent that the Franchise Agreement is governed by the laws or venue provisions of another state.

8. SEVERABILITY

If any part of this release is held invalid or unenforceable to any extent by a court of competent jurisdiction, this Release shall remain in full force and effect and shall be enforceable to the fullest extent permitted, provided that it is the intent of the parties that it shall be entire, and if it is not so entire because it is held to be unenforceable, then this Release and the consent given as consideration for it shall be voided by frustration of its purpose.

9. VOLUNTARY AGREEMENT

Each party is entering into this Release voluntarily and, after negotiation, has consulted independent legal counsel of its own choice before signing it, is signing it with a full understanding of its consequences, and knows that is not required to sign this Release. The parties acknowledge and agree that this Release constitutes a release or waiver executed pursuant to a negotiated agreement between a Franchisee and a Franchisor arising after the

Franchise Agreement has taken effect and as to which each part is represented by independent legal counsel.

Mayweather Boxing + Fitness™ Franchisee

By: _____

Its: _____

By: _____

Its: _____

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN MINNESOTA

THIS RIDER (this "**Rider**") is made and entered into by and between **MW Franchise Holdings International, LLC**, a Delaware limited liability company with its principal place of business at 7700 Windrose Avenue, #G300, Plano, Texas 75024 (**"Franchisor"**), and the person or entity identified on Exhibit A as the franchisee (**"Franchisee"**) with its principal place of business as set forth on Exhibit A. In this Rider, **"we," "us,"** and **"our"** refers to Franchisor. **"You"** and **"your"** refers to Franchisee.

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20____(the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Studio that you will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **RELEASES.** The following is added to the end of Sections 4.B., 16.C.ii(i), 17, 19.F.iii, and 20.F. of the Franchise Agreement:

> Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **SUCCESSOR TERM AND TERMINATION TERM**. The following is added to the end of Sections 17 and 18.B. of the Franchise Agreement:

> However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

3. **FORUM FOR LITIGATION**. The following language is added to the end of Section 21.H. of the Franchise Agreement:

> NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT US, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE OF MINNESOTA. NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80.C OR YOUR RIGHTS TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

4. **GOVERNING LAW**. The following statement is added at the end of Section 21.G. of the Franchise Agreement:

NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR YOUR RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

4. **MUTUAL WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES**. If and then only to the extent required by the Minnesota Franchises Law, Sections 21.I. and 21.J. of the Franchise Agreement are deleted.

5. **LIMITATIONS OF CLAIMS**. The following is added to the end of Section 21.L. of the Franchise Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR
MW FRANCHISE HOLDINGS INTERNATIONAL, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE
(IF ENTITY):

_____
[Name]

By:_____

Name:_____

Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN THE STATE OF NEW YORK

THIS RIDER (this "**Rider**") is made and entered into by and between **MW Franchise Holdings International, LLC**, a Delaware limited liability company with its principal place of business at 7700 Windrose Avenue, #G300, Plano, Texas 75024 (**"Franchisor"**), and the person or entity identified on Exhibit A as the franchisee (**"Franchisee"**) with its principal place of business as set forth on Exhibit A. In this Rider, **"we," "us,"** and **"our"** refers to Franchisor. **"You"** and **"your"** refers to Franchisee.

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, (the "Franchise Agreement"). This Rider is being signed because (a) you are domiciled in the State of New York and the Studio that you will operate under the Franchise Agreement will be located in New York, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in New York.

2. **TRANSFER - BY US**. The following language is added to the end of Section 16.A. of the Franchise Agreement:

> However, to the extent required by applicable law, no transfer will be made except to an assignee that, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. **RELEASES**. The following language is added to the end of 4.B., 16.C.ii(i), 17, 19.F.iii, and 20.F. of the Franchise Agreement:

> Notwithstanding the foregoing all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force to the extent required by the non-waiver provisions of GBL Sections 687.4 and 687.5, as amended.

4. **TERMINATION OF AGREEMENT - BY YOU**. The following language is added to the end of Section 18.A. of the Franchise Agreement:

> You also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. **INJUNCTIVE RELIEF.** The following sentence is added to the end of Sections 7.C., 21.F., and 21.H. of the Franchise Agreement:

> Our right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

6. **FORUM FOR LITIGATION**. The following statement is added at the end of Section 21.H. of the Franchise Agreement:

> This section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

7. **GOVERNING LAW.** The following is added to the end of Section 21.G. of the Franchise Agreement:

> This section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____

Name:_____

Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN THE STATE OF NORTH DAKOTA

THIS RIDER (this "**Rider**") is made and entered into by and between **MW Franchise Holdings International, LLC**, a Delaware limited liability company with its principal place of business at 7700 Windrose Avenue, #G300, Plano, Texas 75024 (**"Franchisor"**), and the person or entity identified on Exhibit A as the franchisee (**"Franchisee"**) with its principal place of business as set forth on Exhibit A. In this Rider, **"we," "us,"** and **"our"** refers to Franchisor. **"You"** and **"your"** refers to Franchisee.

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, (the "Franchise Agreement"). This Rider is being signed because (a) you are a resident of North Dakota and the Studio that you will operate under the Franchise Agreement will be located in North Dakota, and/or (b) the offering or sales activity relating to the Franchise Agreement occurs in North Dakota.

2. **RELEASES**. The following language is added to the end of 4.B., 16.C.ii(i), 17, 19.F.iii, and 20.F. of the Franchise Agreement:

> ; provided, however, that such general release shall not apply to the extent prohibited by law with respect to claims arising under the North Dakota Franchise Investment Law.

3. **EXCLUSIVE RELATIONSHIP**. The following language is added to the end of Sections 12 and 19.E. of the Franchise Agreement:

> Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

4. **GOVERNING LAW**. The following is added to the end of Section 21.G. of the Franchise Agreement:

> Notwithstanding the foregoing, if and to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

5. **CONSENT TO JURISDICTION**. The following statement is added at the end of Section 21.H. of the Franchise Agreement:

> Notwithstanding the foregoing, if and to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

6. **WAIVER OF JURY TRIAL AND WAIVER OF PUNITIVE DAMAGES**. If and to the extent required by the North Dakota Franchise Investment Law, Sections 21.I. and 21.J. of the Franchise Agreement are deleted.

7. **LIMITATION OF CLAIMS**. The following is added to the end of Section 21.L. of the Franchise Agreement:

> WE AND YOU ACKNOWLEDGE THAT THE TIME LIMITATIONS SET FORTH IN THIS SECTION MIGHT BE MODIFIED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW AND THAT OTHER PROVISIONS OF THIS SECTION 21.L. MIGHT NOT BE ENFORCEABLE UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW; HOWEVER, WE AND YOU AGREE TO ENFORCE THE PROVISIONS OF THIS SECTION 21.L. TO THE MAXIMUM EXTENT THE LAW ALLOWS.

8. **LIQUIDATED DAMAGES**. The following language is added to the end of Section 19.G. of the Franchise Agreement:

> The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, Franchisor and Franchisee agree to enforce these provisions to the extent the law allows.

9. **APPLICATION OF RIDER**. Each provision of this Rider shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, as amended, are met independently without reference to this Rider.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____

Name:_____

Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN RHODE ISLAND

THIS RIDER (this "**Rider**") is made and entered into by and between **MW Franchise Holdings International, LLC**, a Delaware limited liability company with its principal place of business at 7700 Windrose Avenue, #G300, Plano, Texas 75024 (**"Franchisor"**), and the person or entity identified on Exhibit A as the franchisee (**"Franchisee"**) with its principal place of business as set forth on Exhibit A. In this Rider, **"we," "us,"** and **"our"** refers to Franchisor. **"You"** and **"your"** refers to Franchisee.

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20____(the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Studio you will operate under the Franchise Agreement occurred in Rhode Island; and/or (b) you are a resident of Rhode Island and you will operate the Studio in Rhode Island.

2. **GOVERNING LAW**. The first sentence of Section 21.G. of the Franchise Agreement is deleted in its entirety and the following is substituted in its place:

> Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq.*), or other federal Law, and except as otherwise required by law for any claims arising under the Rhode Island Franchise Investment Act, all controversies, disputes, or claims arising from or relating to:
>
> (1) this Agreement or any other agreement between you (or your owners) and us (or our affiliates);
>
> (2) our relationship with you;
>
> (3) the validity of this Agreement or any other agreement between you (or your owners) and us (or our affiliate); or
>
> (4) any Brand Standard,
>
> will be governed by the Laws of the State of Texas, without regard to its conflict of Laws rules. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of laws of another state is void with respect to a claim otherwise unenforceable under this Act."

3. **CONSENT TO JURISDICTION**. The following statement is added at the end of Section 21.H. of the Franchise Agreement:

> However, subject to the parties' arbitration obligations, nothing in this Section affects your right, to the extent required by applicable law with respect to claims arising under the Rhode Island Franchise Investment Act, to sue in Rhode Island for claims arising under that Act.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____

Name:_____

Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN VIRGINIA

THIS RIDER (this "**Rider**") is made and entered into by and between **MW Franchise Holdings International, LLC**, a Delaware limited liability company with its principal place of business at 7700 Windrose Avenue, #G300, Plano, Texas 75024 (**"Franchisor"**), and the person or entity identified on Exhibit A as the franchisee (**"Franchisee"**) with its principal place of business as set forth on Exhibit A. In this Rider, **"we," "us,"** and **"our"** refers to Franchisor. **"You"** and **"your"** refers to Franchisee.

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20____(the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Virginia, and/or; (b) the Studio will be located or operated in Virginia.

2. **INITIAL FEES**. The following is added to the end of Section 5.A. ("Initial Franchise Fee") of the Agreement:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under the Franchise Agreement.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR
MW FRANCHISE HOLDINGS INTERNATIONAL, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE
(IF ENTITY):

_____
[Name]

By:_____

Name:_____

Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

WASHINGTON RIDER TO THE FRANCHISE AGREEMENT, DEVELOPMENT RIGHTS RIDER, DISCLOSURE QUESTIONNAIRE, AND RELATED AGREEMENTS

THIS RIDER (this "**Rider**") is made and entered into by and between **MW Franchise Holdings International, LLC**, a Delaware limited liability company with its principal place of business at 7700 Windrose Avenue, #G300, Plano, Texas 75024 (**"Franchisor"**), and the person or entity identified on Exhibit A as the franchisee (**"Franchisee"**) with its principal place of business as set forth on Exhibit A. In this Rider, **"we," "us,"** and **"our"** refers to Franchisor. **"You"** and **"your"** refers to Franchisee.

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20____ (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Washington; and/or (b) the Studio that you will operate under the Franchise Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington.

2. **WASHINGTON LAW**. The following paragraphs are added to the end of the Franchise Agreement:

> In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
>
> RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
>
> In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
>
> A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

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

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Franchisees who receive financial incentives to refer franchise prospects to the franchisor may be required to register as franchise brokers under the laws of Washington State.

3. **SURETY BOND**. Based upon our financial condition, the State of Washington Department of Financial Institutions, Securities Division has required a financial assurance. Therefore, we have secured a surety bond in the amount of $100,000 from Hartford Fire Insurance Company. A copy of the bond is on file at the Washington Department of Financial Institutions, Securities Division. Also, a copy is attached to the Washington Addendum to the Disclosure Document in this Exhibit D.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____

Name:_____

Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE DEVELOPMENT RIGHTS RIDER

RIDER TO THE DEVELOPMENT RIGHTS RIDER FOR USE IN HAWAII

THIS RIDER (this "**Rider**") is made and entered into by and between **MW Franchise Holdings International, LLC**, a Delaware limited liability company with its principal place of business at 7700 Windrose Avenue, #G300, Plano, Texas 75024 (**"Franchisor"**), and the person or entity identified on Exhibit A as the franchisee (**"Franchisee"**) with its principal place of business as set forth on Exhibit A. In this Rider, **"we," "us,"** and **"our"** refers to Franchisor. **"You"** and **"your"** refers to Franchisee.

1. **BACKGROUND**. We and you are parties to that certain Development Rights Rider dated _____, 20___ (the "Development Rights Rider"). This Rider is annexed to and forms part of the Development Rights Rider. This Rider is being signed because (a) you are a resident of Hawaii, and/or; (b) the Studio will be located or operated in Hawaii.

2. **DEVELOPMENT FEES**. The following is added to the end of Section 5 of the Development Rights Rider:

> Based on our financial condition, the Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, has required a financial assurance. Therefore, all development fees owed by you to us will be deferred until your first Studio opens for business under the Development Rights Rider.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR
MW FRANCHISE HOLDINGS INTERNATIONAL, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE
(IF ENTITY):

_____
[Name]

By:_____

Name:_____

Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE DEVELOPMENT RIGHTS RIDER FOR USE IN VIRGINIA

THIS RIDER (this "**Rider**") is made and entered into by and between **MW Franchise Holdings International, LLC**, a Delaware limited liability company with its principal place of business at 7700 Windrose Avenue, #G300, Plano, Texas 75024 (**"Franchisor"**), and the person or entity identified on Exhibit A as the franchisee (**"Franchisee"**) with its principal place of business as set forth on Exhibit A. In this Rider, **"we," "us,"** and **"our"** refers to Franchisor. **"You"** and **"your"** refers to Franchisee.

1. **BACKGROUND**. We and you are parties to that certain Development Rights Rider dated _____, 20___ (the "Development Rights Rider"). This Rider is annexed to and forms part of the Development Rights Rider. This Rider is being signed because (a) you are a resident of Virginia and/or; (b) the Studio will be located or operated in Virginia.

2. **DEVELOPMENT FEES**. The following is added to the end of Section 5 of the Development Rights Rider:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of all development fees and initial payments owed by you to us until the first Studio opens for business under the Development Rights Rider.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR
MW FRANCHISE HOLDINGS INTERNATIONAL, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE
(IF ENTITY):

_____
[Name]

By:_____

Name:_____

Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

EXHIBIT E

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MAYWEATHER BOXING+FITNESS

MANUAL
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EXHIBIT F

DEVELOPMENT RIGHTS RIDER

EXHIBIT F

DEVELOPMENT RIGHTS RIDER

1. Background. This Development Rights Rider (this "Rider") is made between MW Franchise Holdings International, LLC ("we," "us," or "our") and _____ ("you" or "your"). This Rider is attached to, and intended to be a part of, the Franchise Agreement that we and you (or your affiliate) have signed concurrently along with the signing this Rider for the operation of Studio to be located at _____or to be opened within the area of _____(the "Franchise Agreement"). We and you are signing this Rider because you want the right to develop additional Studios (besides the Studio covered by the Franchise Agreement) within a certain geographic area over a certain time period, and we are willing to grant you those development rights if you comply with this Rider. Terms not defined herein shall be defined in the Franchise Agreement.

2. Grant of Development Rights. Subject to your strict compliance with this Rider, we grant you and/or your approved Affiliated Entities (as defined below) the right to develop _____new Studios (including Studio that is the subject of the Franchise Agreement), according to the mandatory development schedule described in Exhibit A to this Rider (the "Rider Schedule"), within the following geographic area (the "Area"): _____, as further described in the map attached to this Rider as Exhibit B and incorporated by reference herein.

"Affiliated Entity" means any corporation, limited liability company or other Entity of which you or one or more of your owners owns more than fifty percent (50%) of the total authorized ownership interest, as long as you or such owner(s) have the right to control the entity's management and policies.

If you or your Affiliated Entity are fully complying with all of your obligations under this Rider, and are fully complying with all of your obligations under the Franchise Agreement and all other franchise agreements and/or other agreements then in effect between us or our affiliate and you or your Affiliated Entity for the development and operation of Studios, then during this Rider's term only, we (and our affiliates) may not establish or operate (except to the extent that we already operate Studios in the Area), or grant others the right to establish or operate, a Studio the physical premises of which are located within the Area.

Except for the Studio location restriction above, there are no restrictions that this Rider imposes on our (and our affiliates') activities within the Area during this Rider's term. You acknowledge and agree that we and our affiliates have the right to engage, and grant to others, the right to engage, in any other activities of any nature whatsoever within the Area, including, without limitation, those which we reserve in the Franchise Agreement. After this Rider expires or is terminated (regardless of the reason for termination), we and our affiliates have the right to establish and operate, and grant to others the right to establish and operate, Studios the physical premises of which are located within the Area and continue to engage, and grant to others the right to engage, in any activities that we (and they) desire within the Area without any restrictions whatsoever.

YOU ACKNOWLEDGE AND AGREE THAT TIME IS OF THE ESSENCE UNDER THIS RIDER AND THAT YOUR RIGHTS UNDER THIS RIDER ARE SUBJECT TO TERMINATION (WITHOUT ANY CURE OPPORTUNITY) IF YOU DO NOT COMPLY STRICTLY WITH THE DEVELOPMENT OBLIGATIONS PROVIDED IN THE RIDER SCHEDULE. WE MAY ENFORCE THIS RIDER STRICTLY.

3. Development Obligations. To maintain your rights under this Rider, you and/or your Affiliated Entity must, by the dates specified in the Rider Schedule, sign additional franchise agreements for and have open and operating the agreed-upon number of Studios in the Area. You (and/or the approved affiliated entity) will operate each Studio under a separate franchise agreement with us. The franchise agreement (and related documents) that you (and your owners) sign for each additional Studio will be our then-current form of franchise agreement (and related documents), any and all of the terms of which may differ materially from any and all of the terms contained in the Franchise Agreement (and related documents, including without limitation a general release signed by you and your owners). However, despite any contrary provision contained in the newly signed franchise agreements, your additional Studios must be open and operating by the dates specified in the Rider Schedule. To retain your rights under this Rider, each of your Studios must operate continuously throughout this Rider's term in full compliance with its franchise agreement.

4. Subfranchising Rights. This Rider does not give you or any owners any right to franchise, license, subfranchise, or sublicense others to operate Studios. Only you and/or your Affiliated Entity may develop Studios pursuant to this Rider. This Rider also does not give you (or your affiliated entities) any independent right to use our Marks (as defined in the Franchise Agreement) or operate the Studios. The right to use our Marks and operate Studios is granted only under a franchise agreement signed directly with us. This Rider only grants you potential development rights if you comply with its terms.

5. Development Fees. As consideration for the development rights we grant you in this Rider, you must pay us, at the same time you sign this Rider, a total of $_____ (hereinafter referred to as the "Development Fee"). The Development Fee is the sum of (a) $49,500 for the initial franchise fee for your first Studio, if you have not previously paid this amount, or $39,500 for the initial franchise fee for your first Studio to be developed under this Rider if you have already purchased your first franchise prior to the Franchise Agreement being signed in connection with this Rider, plus (b) a deposit of $29,500 for each additional Studio you agree to develop under the Rider Schedule. The total franchise fee for your second and each additional Studio you develop pursuant to the Franchise Agreement and this Rider is $39,500; therefore, upon signing the then-current franchise agreement for each additional Studio, an additional $10,000 for each Studio will be due upon signing each franchise agreement. The Development Fee is consideration for the rights we grant you in this Rider and for reserving the Area for you to the exclusion of others, is fully earned by us when we and you sign this Rider, and is not refundable under any circumstances, even if you do not comply or attempt to comply with the Rider Schedule and we then terminate this Rider for that reason.

While the Development Fee is not refundable under any circumstances, when you (or your Approved Affiliated Entity) sign the franchise agreement for each additional Studio to be developed, we will apply the $29,500 deposit of the Development Fee toward the initial franchise

fee due for that Studio (leaving the $10,000 balance due as described above). In addition, the Royalty Fee for each franchise you purchase under this Rider will be the same as the Royalty Fee in the Franchise Agreement to which this Rider is attached; regardless of the number of Studios you agree to develop and the timeline in which you agree to get each Studio opened per the Rider Schedule. If you fail to develop Studios in accordance with the Rider Schedule, you may not be eligible to receive a discount on the initial franchise fee for each subsequent franchise agreement you sign pursuant to this Rider, and in such case, you will pay the balance of the then-current initial franchise fee for each such franchise agreement.

6. **Grant of Franchises**. You may be required to submit to us a separate application for each Studio you wish to develop pursuant to this Rider. You agree to give us all information and materials we request in order to assess each proposed site. We will provide you with guidance and site selection criteria and may put you in contact with a commercial real estate broker in the Area; however, we will not conduct site selection activities for you. In granting you the development rights under this Rider, we are relying on your knowledge of the real estate market and your ability to locate and access sites. We will not unreasonably withhold acceptance of any proposed site if the site meets our then current site criteria. However, we have the absolute right to not accept any site not meeting these criteria. If we accept a proposed site, you agree, within the period we specify (but no later than the date specified in the Rider Schedule), to sign a separate franchise agreement (and related documents) for the Studio and to pay us the remaining portion of the initial franchise fee due. **You acknowledge and agree that our acceptance of a proposed site is only confirmation that the site meets our then-current site selection criteria for Mayweather Boxing + Fitness studios and is not a guarantee that such site will be profitable or otherwise successful.** If you do not do so, or cannot obtain lawful possession of the proposed site, we may withdraw our acceptance of the proposed site. After you and your owners sign the additional franchise agreement (and related documents), its terms and conditions will control your development and operation of the Studio (except that the required opening date is governed exclusively by this Rider).

In addition to our rights with respect to proposed Studio sites, we may delay your development of additional Studios pursuant to this Rider for the time period we deem best if we believe, when you submit your application, that you are not financially, operationally, managerially, or otherwise prepared, due to the particular amount of time that has elapsed since you developed and opened your most recent Studio or factors that have changed since you submitted the original franchise application, to develop, open and/or operate the additional Studios in full compliance with our Brand Standards. We may delay additional development for the time period we deem best as long as the delay will not in our reasonable opinion cause you to breach your development obligations under the Rider Schedule (unless we are willing to extend the Rider Schedule proportionately to account for the delay).

7. **Term**. This Rider's term begins on the date we and you sign this Rider and ends on the date when (a) the final Studio to be developed under the Rider Schedule is deemed open for operation (which is either once you start collecting membership fees or when you your Business is open for operation, whichever comes first, and as defined in the Franchise Agreement); or (b) this Rider is otherwise terminated.

8. **Termination**. We may terminate this Rider and your right to develop Studios within the Area at any time, effective upon delivery to you of written notice of termination: (a) if you fail to satisfy either your development obligations under the Rider Schedule or any other obligation under this Rider, which defaults you have no right to cure; or (b) if the Franchise Agreement, or any other franchise agreement between us and you (or your affiliated entity) for any (or no) reason is terminated; or (c) if we have delivered a formal written notice of default to you (or your affiliated entity) under the Franchise Agreement, or any other agreement (including franchise agreement) between us or our affiliate and you (or your affiliated entity) for a Studio, whether or not you (or your affiliated entity) cure that default and whether or not we subsequently terminate the Franchise Agreement or the other agreement. No portion of the Development Fee is refundable upon termination of this Rider or under any circumstances.

Upon the occurrence of any of the events above during the term of this Rider, we may, at our option, elect to modify or completely eliminate any rights you may have with respect to the protected status of your Area (as provided above) and/or reduce the number of Studios that you may develop instead of terminating this Rider entirely. This means that during the remainder of the term of this Rider, we and our affiliates will have the right to establish and operate, and grant others the right to establish and operate, Studios the physical premises of which are located within the Area and continue to engage, and grant others the right to engage, in any activities that we (and they) desire within the Area without any restrictions whatsoever. However, such elimination of the protected status of your Area shall be without prejudice to our right to terminate this Rider at any time thereafter for the same default or any other defaults under this Rider.

A termination of this Rider is not deemed to be the termination of any franchise rights (even though this Rider is attached to the Franchise Agreement) because this Rider grants you no separate franchise rights. Franchise rights arise only under franchise agreements signed directly with us. A termination of this Rider does not affect any franchise rights granted under any then-effective individual franchise agreements.

9. **Assignment**. Your development rights under this Rider are not assignable at all. This means that we will not under any circumstances allow the development rights to be transferred unless otherwise approved by us in writing. A transfer of the development rights would be deemed to occur (and would be prohibited) if there is an assignment of the Franchise Agreement, any change in your ownership (whether or not it is a controlling ownership interest), any change in your owners' ownership (if such owners are legal entities and whether or not it is a controlling ownership interest), a transfer of this Rider separate and apart from the Franchise Agreement, or any other event attempting to assign the development rights.

10. **Incorporation of Other Terms**. Sections 2 (Acknowledgements), 3(F) Guaranty, 3(G) Your Form and Structure), 7(B) (Compliance with Applicable Laws and Good Business Practices), 9 (Confidential Information), 19 (Rights and Obligations upon Termination or Expiration of the Agreement), 20 (Relationship of the Parties; Indemnification), 21 (Enforcement), and 22 (Compliance with Anti-Terrorism Laws) respectively, are incorporated by reference in this Rider and will govern all aspects of this Rider and our and your relationship as if fully restated within the text of this Rider.

11. **Rider to Control**. Except as provided in this Rider, the Franchise Agreement remains in full force and effect as originally written. If there is any inconsistency between the Franchise Agreement and this Rider, the terms of this Rider will control.

12. **No Waiver or Disclaimer of Reliance in Certain States**. The following provision applies only to franchisees and franchises subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR: MW Franchise Holdings International, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

Signed: _____

Name: _____

Date: _____

FRANCHISEE

Signed: _____

Name: _____

Date: _____

EXHIBIT A

RIDER SCHEDULE

You agree to develop and open _____ of new Studios in the Area, including the Franchised Business that is the subject of the Franchise Agreement, according to the following schedule:

Studio Number	Date by which Franchise Agreement Must be Signed	Date by which Studio Must be Opened	Cumulative Number of Studios to Be Open and Operating in the Area No Later than the Opening Dates (in previous column)
1	Concurrently with this Rider	300 days from date of Development Rights Rider (the "First Deadline")*	1
2			2
3			3
4			4

*If you open the first Studio before the First Deadline, the deadlines for opening the subsequent Studios will remain the specified number of months after the First Deadline (rather than the specified number of months from the preceding Studio's actual opening date).

FRANCHISOR: MW Franchise Holdings International, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

Signed: _____

Name: _____

Date: _____

EXHIBIT B

AREA MAP

EXHIBIT G

LIST OF FRANCHISEES

The following are the names, addresses and telephone numbers of all current Mayweather Boxing + Fitness™ franchised locations as of December 31, 2022:

STATE	LOCATION ADDRESS	FRANCHISEE NAME	TELEPHONE NUMBER
AL	8073 Eastchase Pkwy, Montgomery, AL 36117	KS Love, LLC	334-603-6377
AZ	9220 E Via De Ventura, #121 Scottsdale, AZ 85258	Kingdom Legacy, LLC	480-779-6270
CA	21161 Newport Coast Drive Newport Beach, CA 92657	BW3 Enterprise, LLC	949-945-6907
CA	8401 Have Ave. Rancho Cucamonga, CA 91730	Good Tree Enterprises LLC	909-294-5028
CA	6417 Pacific Coast Hwy #A2-A4, Long Beach, CA 90803	Center of Innovation in Healthcare, Inc.	562-431-1665
CA	1724 N Highland Avenue, Suite A and B, Los Angeles, CA 90028	Boxing & Fitness Group, LLC	323-306-2252
CA	824 San Antonio Road, Palo Alto, CA 94303	RaVe Power Fitness LLC	650-847-1558
CA	1431 Knox Street, Torrance, CA 90501	Sankofa Investments LLC	323-713-8121
CA	1345 Herndon Ave. Suite 101 Clovis, CA 93619	KJW Boxing Fitness, LLC	559-862-4676
CA	130 S. Hope Ave. #D113, Santa Barbara, CA 93105	MBF America, LLC	805-335-2250
CA	7470 Elk Grove Blvd, Elk Grove, CA 95757 +	TBE Fitness, LLC	916-897-8131
CA	8900 Venice Boulevard, 103, Culver City, CA 90232 +	MBF America, LLC	424-258-3300
CA	17905 MacArthur Blvd Irvine, CA 92614	Center of Innovation in Healthcare, Inc.	949-945-6907

CA	8300 Delta Shores Circle South, Sacramento, CA 95832	Gomez Studio Sacramento, LLC	916-665-8210
CA	10511 4S Commons Dr, San Diego, CA 92127 +	Ultimatefitness123, LLC	858-521-8199
CA	3030 Harbor Blvd., Suite C, Costa Mesa, CA 92626	JP & TMT, LLC	714-523-0202
CA	20209 Rinaldi St, Porter Ranch, CA 91326	Lynn Gym, LLC	213-992-9387
DC	810 O Street Northwest, Washington, DC 20001	Echo Times, LLC	425-531-3896
DC	230 Water St SE, Washington, D.C. 20003	MBF Navy Yard, LLC	202-900-9227
FL	418 North Dale Mabry Highway, Suite B, Tampa, FL 33609 +	Abukhdeir Family Fitness of South Tampa, LLC	813-488-4078
FL	555 N Federal Highway Boca Raton, FL 33432 +	MB Boca, LLC	561-565-6766
FL	5555 North Wickham Rd #102, Melbourne, FL 32940 +	Vision Fitness, LLC	321-348-9855
FL	2871 Clayton Crossing Way, Suite 1093, Oviedo, FL 32765	B&G Sky, LLC	407-602-1847
FL	8189 Southwest 117th Street, Pinecrest, FL 33156 +	MOER Fitness, LLC	305-677-3777
FL	1790 North Congress Ave., Suite 300, Boynton Beach, FL 33426 +	MOER Fitness, LLC	561-725-0300
FL	447 99th Avenue North, St. Petersburg, FL 33702	Price Capital Investments, LLC	727-954-3308
FL	701-971 Village Blvd ste 107a, West Palm Beach, FL, USA	Florida Healthy Living, LLC	561-342-5941
FL	2076 Seminole Boulevard, Suite D, Largo, FL 33778	Harry Katica	727-444-0062
GA	3630 Old Milton Pkwy, Suite 110, Alpharetta, GA 30005	Sharma Fitness, LLC	678-403-6829

GA	270 17th Street NW, Atlanta, GA 30363 +	Natbran, LLC	404-390-3450
GA	239 City Circle, Peachtree City, GA 30269	Natbran, LLC	404-565-7045
GA	120 West Trinity Place, Decatur, GA 30030	Invest In Love, LLC	404-390-3450
IL	3217 Lake Avenue, Wilmette, IL 60091	SVM Fitness, LLC	847-944-1615
IL	219 W. Hubbard St. Chicago, IL 60654 +	SVM Fitness LLC	312-224-2444
LA	897 St. Joseph Street, New Orleans, LA 70113	Kraft Management, LLC	504-930-4730
LA	4720 Nelson Road, 200, Lake Charles, LA 70605 +	Navarre Fitness, LLC	337-549-6952
MD	15475 Annapolis Rd, Bowie, MD 20715	Lifetime Enterprise, LLC	301-266-2900
MI	34000 Woodward Ave, Birmingham, MI 48009	Caparoni, LLC	248-469-0002
MI	6670 Kalamazoo Ave Se. STE A, Grand Rapids, MI 49508	Lemieux Fitness, LLC	616-333-5702
MI	1000 South Military, Dearborn, MI 48124	Alaouie Enterprises, LLC	313-214-2525
MO	3110 Gillham Plaza Kansas City, MO 64109	DGD, LLC	816-673-1158
NJ	The Shoppes at North Brunswick, 650 Shoppes Blvd., North Brunswick, NJ 08902	D&K Investments and Fitness, LLC	732-348-8594
NJ	101 New Jersey 73, Marlton, NJ 08053	Get It Done Investments, LLC	856-403-9704
NV	6565 S. Fort Apache Rd #165 Las Vegas, NV 89148	Ringside Culture, LLC	702-758-7717
NV	170 South Green Valley Parkway #130, Henderson, NV 89012 +	Adeline Investments, LLC	702-331-6655
NY	97 Reade Street New York, New York 10013	TimeSquareFit, LLC	212-202-3212
OH	3825 Edwards Road, Suite 105, Cincinnati, OH 45209 +	Punch House Productions, LLC	513-692-5123

PA	2100 Smallman St, Pittsburgh, PA 15222	Satellite Gyms, LLC	412-737-0366
SC	1451 Woodruff Rd. Suite B, Greenville SC 29607	Cole Fitness, LLC	864-558-0022
TN	5714 Edmondson Pike, Brentwood, TN 37211	TC Fitness, LLC	615-810-9329
TN	2041 Hamilton Pl, Johnson City, TN 37604	Fitness Wave, LLC	423-328-0018
TN	2041 Broadway, Nashville, TN 37203	Nash Fit, LLC	615-964-7670
TN	2108 Medical Center Pkwy, Suite J, Murfreesboro, TN 37129	TC Fitness, LLC	615-716-1165
TX	11200 Broadway Street Pearland, TX 77584 +	BNF Holdings Pearland, LLC	281-645-0782
TX	2401 Victory Park Lane, Suite 170 Dallas, TX 75219	Fitness Investment Group, LLC	469-638-8484
TX	4252 Oak Lawn Ave Dallas, TX 75219	Fitness Investment Group, LLC	469-638-8552
TX	600 N. Shepherd Drive, Houston, TX 77007	Fitness Investment Group, LLC	281-901-1425
TX	11101 Burnet Rd Suite 190 Austin, TX 78758 +	Eagles Over Austin, LLC	512-308-3222
TX	6230 FM 1463, Suite 850, Katy, TX 77494	MWBF Katy, LLC	281-346-8185
TX	22377 Bellaire Boulevard, Richmond, TX 77407	Elura Holdings, LLC	832-777-7544
TX	18484 Preston Road, 301, Dallas, TX 75252	In2Fit, LLC	469-305-7977
TX	6060 Forest Lane, Ste 896, Dallas, TX 75230	ATJ Solutions Group, LLC	972-573-5730
TX	190 East Stacy Road, Allen, TX 75002	TCSS Capital Gate, LLC	469-768-3621
TX	1102 Delano St, Houston, TX 77003	Lara Texas Holdings, LLC	281-505-1257
TX	3194 W University Dr, McKinney, TX 75071	JD Bridges Holdings, LLC	214-753-4903

TX	305 FM1382, Cedar Hill, TX 75104	3-Fold Cord, LLC	469-454-6235
VA	528 North Henry Street Alexandria, VA 22046	Pienta Acquisitions, LLC	571-295-4078
WA	12655 120th Ave NE, Suite 199 Kirkland, WA 98034 +	MWSEA, LLC	425-531-3896
WA	17125 Southcenter Pkwy, Tukwila, WA 98188	NW Boxing + Fitness, LLC	206-467-0888
WY	2320 Chestnut Dr. Suite 5A, Cheyenne, WY 82001	Money Fitness, LLC	307-222-6339

+ Franchisees that have signed a Development Rights Rider.

The following are the names, locations, and telephone numbers of all Mayweather Boxing + Fitness™ franchisees that have signed a franchise agreement but have not yet commenced presale membership sales or opened their Studio, as of December 31, 2022:

STATE	LOCATION	FRANCHISEE NAME	TELEPHONE NUMBER
CA	Downtown San Jose +	RaVe Power Fitness LLC	650-353-9858
CA	Oxnard	MBF America, LLC*	617-823-6566
CA	San Mateo +	MBF America, LLC*	617-823-6566
CA	Excelsior	MBF America, LLC*	617-823-6566
CA	Santa Monica	MBF America, LLC*	617-823-6566
CA	Brentwood	MBF America, LLC*	617-823-6566
CA	Redondo	MBF America, LLC*	617-823-6566
CA	Oceanside	IPE22, LLC	310-902-9038
CA	Irvine	Center of Innovation of Healthcare, LLC	562-331-8881
FL	Ft. Lauderdale	MOER Fitness, LLC	954-608-7008
FL	Celebration	Price Capital Investments, LLC	989-482-7594
GA	Newnan	Natbran, LLC	404-516-2434
GA	McDonough-Atkinson	Tonya Armour	770-472-0140
GA	Marietta	Simon Amadi-Emina	678-764-6307

GA	Northlake	MTF Health and Fitness, LLC	954-695-7012
LA	Metairie	Kraft Management, LLC	504-930-4730
LA	Old Jefferson	Keldrick Walker	225-678-1187
LA	Lafayette	Navarre Fitness, LLC	337-540-5385

MD	Columbia	A&O Fitness, LLC	202-285-7644
MI	Grand Rapids South	Lemieux Fitness, LLC	616-333-5702
NC	Charlotte	Gateway Innovative Solutions, LLC	561-307-3775
NJ	Woodbridge	D&K Investments and Fitness, LLC	908-338-3483
NM	Santa Fe	Brad Gallegos	505-660-6235
NV	Summerlin	Limitless Culture, LLC	312-961-8503
NV	Enterprise	Next Level Culture, LLC	312-961-8503
NV	Centennial	Boxing & Fitness Group, LLC	424-527-1911
NY	Hewlett	Hall Legacy Group, Inc.	347-992-8985

OH	Mason	Punch House Productions, LLC	513-692-5123
TN	Germantown	Primetime Fitness, LLC	901-800-1500
TN	Franklin +	TC Fitness, LLC	714-904-8792
TX	Sugar Land +	MWBF Katy, LLC	346-202-3317
TX	Austin Downtown	Eagles Over Austin, LLC	513-502-4033
TX	Humble	Danrich Properties, LLC	409-225-8307

TX	Frisco	Richard Tate	817-300-4076
TX	Irving	Amaralina 1, LLC	972-573-5730
TX	Briar Forest	Elura Holdings, LLC	586-873-4911
TX	West McKinney	TCSS Capital Gate, LLC	214-454-3560
TX	San Antonio	Juan Garcia	361-549-7634
TX	Mansfield	Cedric Brown and Mary Prince	281-513-9333
TX	The Woodlands	Cedric Brown and Mary Prince	281-513-9333
TX	Southlake	In2Fit, LLC	469-305-7977
TX	Alliance	ATJ Solutions, LLC	214-681-7191
TX	Pflugerville	Fitness IQ, LLC	281-975-8657
UT	Orem	B Green Fitness, LLC	714-697-0408
VA	Arlington	Pienta Acquisitions, LLC	703-261-4759
VA	Tysons Corner	Pienta Acquisitions, LLC	703-261-4759
VA	East Fairfax	Durrell Burrett	203-631-5363
VA	Ashburn	Bruce Gilmore	703-626-1942
WA	Redmond +	Yu Tang	607-379-5669

+ Franchisees that have signed a Development Rights Rider.

* Venice Brands, LLC and Tadaxa, LLC merged in December 2022 to form MBF America, LLC

EXHIBIT H

FRANCHISEES WHO LEFT THE SYSTEM
(AS DECEMBER 31, 2022)

STATE	LOCATION	FORMER FRANCHISEE NAME	TELEPHONE NUMBER
AZ	Maricopa	Hernan Rivera	602-405-7953
CA	Santa Clarita	Jay Cohen	310-800-3330
FL	Millenia	Leon Searcy and Sonya Montgomery	407-797-4606
GA	Duluth	Lemont Bradley	404-553-6118
IL	Elmhurst	Tolar Boxing & Fitness, LLC	847-668-9485
MD	Annapolis	RVP Enterprise, LLC	240-462-6721
MI	Ann Arbor	Steven Hartwell	989-443-3819
NC	Charlotte	Fitness Partners, LLC	703-415-6853
NC	Raleigh	Ricardo and Regina Johnson	615-631-2149
NJ	Bergenfield	Antoine Bailous	917-995-7094
NJ	Red Bank	Steve Goodman	732-859-5550
NY	Flatbush	James Fields	917-501-9553
NY	Long Island City	CTB Boxing, LLC	516-708-1557
NY	Bayside	CTB Boxing, LLC	516-708-1557

NY	Manhasset	CTB Boxing, LLC	516-708-1557
NY	Brooklyn Heights	J. Smith & Sons Enterprises, LLC	917-474-9419
OH	Youngstown	Steel Valley Golden Gloves Promotion, LLC	330-318-2975
PA	Ardmore	Monica Williams and Carson Williams	610-291-7594
TX	Friendswood	N.C.S. Enterprises, Inc.	713-679-1894
TX	Cinco Ranch	Travis Bradley	361-633-3837

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

FRANCHISEES WHO TRANSFERRED
(AS OF DECEMBER 31, 2022)

AZ	Scottsdale	Snyder and Son, LLC	480-291-6650
CA	Long Beach	Zeus and Athena, LLC	562-431-1665
TN	Brentwood	Real Change Partners, LLC	615-810-9329
TX	Preston Hollow	Amaralina 1 LLC	972-573-5730
SC	Greenville	A&S Young, LLC	864-558-0022

EXHIBIT I

FINANCIAL STATEMENTS

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC
(A Limited Liability Company)

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

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INDEPENDENT AUDITOR'S REPORT

To the Member
MW Franchise Holdings International, LLC

Opinion

We have audited the accompanying financial statements of MW Franchise Holdings International, LLC (a limited liability company), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations and changes in member's equity (deficit) and cash flows for each of the years in the three-year period ended December 31, 2022, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of MW Franchise Holdings International, LLC as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2022, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Citrin Cooperman & Company, LLP
CERTIFIED PUBLIC ACCOUNTANTS

New York, New York
April 18, 2023

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC
(A Limited Liability Company)
BALANCE SHEETS
DECEMBER 31, 2022 AND 2021

	2022	2021
ASSETS		
Current assets:		
Cash	$ 1,052,068	$ 1,579,628
Accounts receivable	126,744	64,547
Notes receivable - Parent	216,147	866,345
Due from Parent	-	32,184
Due from related parties	79,672	84,150
Prepaid commissions	55,388	59,188
Prepaid expenses	52,145	109,030
Total current assets	1,582,164	2,795,072
Other assets:		
Notes receivable - Parent, net of current portion	2,159,170	1,675,317
Prepaid commissions, net of current portion	543,180	611,842
Total other assets	2,702,350	2,287,159
TOTAL ASSETS	$ 4,284,514	$ 5,082,231
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)		
Current liabilities:		
Accounts payable and accrued expenses	$ 157,861	$ 226,492
Due to Parent	3,255	-
Deferred revenues	198,253	196,812
Funds designated for franchisee advertising	186,429	98,134
Federal government assistance loan - EIDL	5,802	1,201
Total current liabilities	551,600	522,639
Long-term liabilities:		
Deferred revenues, net of current portion	3,626,721	4,329,256
Federal government assistance loan - EIDL, net of current portion	344,098	148,699
Total long-term liabilities	3,970,819	4,477,955
Total liabilities	4,522,419	5,000,594
Commitments and contingencies (Notes 7, 8, 9 and 10)		
Member's equity (deficit)	(237,905)	81,637
TOTAL LIABILITIES AND MEMBER'S EQUITY (DEFICIT)	$ 4,284,514	$ 5,082,231

See accompanying notes to financial statements.

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC
(A Limited Liability Company)
STATEMENTS OF OPERATIONS AND CHANGES IN MEMBER'S EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

	2022	2021	2020
Revenues:			
Royalties	$ 802,695	$ 397,318	$ 111,756
Franchise fees	1,232,594	1,286,633	496,088
System advertising fees	135,274	70,099	21,499
Technology fees	192,043	101,000	-
Other revenues	96,873	155,327	29,227
Total revenues	2,459,479	2,010,377	658,570
Selling, general and administrative expenses	3,878,089	3,281,059	1,798,212
Loss from operations	(1,418,610)	(1,270,682)	(1,139,642)
Other income (expense):			
Interest expense	(18,210)	-	-
Interest income	97,278	97,624	-
Other income, net	79,068	97,624	-
Net loss	(1,339,542)	(1,173,058)	(1,139,642)
Member's equity (deficit) - beginning	81,637	1,254,695	(38,285)
Member contributions	1,020,000	-	2,767,344
Member distributions	-	-	(334,722)
MEMBER'S EQUITY (DEFICIT) - ENDING	$ (237,905)	$ 81,637	$ 1,254,695

See accompanying notes to financial statements.

MW FRANCHISE HOLDINGS INTERNATIONAL, LLC
(A Limited Liability Company)
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

	2022	2021	2020
Cash flows from operating activities:			
Net loss	$ (1,339,542)	$ (1,173,058)	$ (1,139,642)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Changes in operating assets and liabilities:			
Accounts receivable	(62,197)	(44,287)	(11,596)
Due from Parent	32,184	(32,184)	-
Due from related parties	4,478	(84,150)	-
Prepaid commissions	72,462	(164,980)	(225,164)
Prepaid expenses	56,885	(109,030)	-
Accounts payable and accrued expenses	(68,631)	77,565	148,929
Due to Parent	3,255	-	-
Deferred revenues	(701,094)	814,367	1,855,162
Funds designated for franchisee advertising	88,295	70,099	28,035
Net cash provided by (used in) operating activities	(1,913,905)	(645,658)	655,724
Cash flows from investing activities:			
Notes receivable - Parent	(700,000)	(700,000)	(2,000,000)
Repayments on notes receivable - Parent	866,345	158,338	-
Net cash provided by (used in) investing activities	166,345	(541,662)	(2,000,000)
Cash flows from financing activities:			
Federal government assistance loan - EIDL	200,000	-	149,900
Member contributions	1,020,000	-	2,767,344
Member distributions	-	-	(334,722)
Net cash provided by financing activities	1,220,000	-	2,582,522
Net increase (decrease) in cash	(527,560)	(1,187,320)	1,238,246
Cash - beginning	1,579,628	2,766,948	1,528,702
CASH - ENDING	$ 1,052,068	$ 1,579,628	$ 2,766,948

See accompanying notes to financial statements.

NOTE 1. ORGANIZATION AND NATURE OF OPERATIONS

MW Franchise Holdings International, LLC (the "Company"), a wholly-owned subsidiary of MW Fitness Holdings, LLC (the "Parent" or the "Licensor"), was formed on April 16, 2018, as a Delaware limited liability company, to sell franchises pursuant to an exclusive license agreement dated May 1, 2018, between the Company and the Licensor. Pursuant to the Company's standard franchise agreement, franchisees will operate a boxing fitness studio which offers boxing and functional training workout programs, personal training, and a virtual reality platform under the name "Mayweather Boxing + Fitness."

The Company is a limited liability company, and therefore, the member is not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, unless the member has signed a specific guarantee.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates

The preparation of the Company's financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the Company's financial statements, and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Revenue recognition

The Company derives its revenues from franchise fee revenue, royalty revenue, transfer fees, technology fees, system advertising revenue and other revenues.

Franchise fees and royalties

Contract consideration from franchisees primarily consists of initial or renewal franchise fees, sales-based royalties, sales-based system advertising fees and transfer fees payable by a franchisee for the transfer of its franchise unit to another franchisee. The Company also may enter into area development rider agreements ("ADA") which grant a franchisee the right to develop two or more franchise units. The Company collects an up-front area development fee for the grant of such rights. The initial franchise fees and up-front area development fees are nonrefundable and collected when the underlying franchise agreement or ADA is signed by the franchisee. Sales-based royalties and system advertising fees are payable monthly. Renewal and transfer fees are payable when an existing franchisee renews the franchise agreement for an additional term or when a transfer to a third party occurs, respectively.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue recognition (continued)

Franchise fees and royalties (continued)

The Company's primary performance obligations under the franchise agreement include the granting of certain rights to access the Company's intellectual property in addition to a variety of activities relating to the opening of a franchise unit. Those costs would include site selection, training and other such activities commonly referred to collectively as "pre-opening activities." Pre-opening activities consistent with those under Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2021-02, *Franchisors - Revenue from Contracts with Customers* (Subtopic 952-606) ("ASU 2021-02"), are recognized as a single performance obligation. For all other pre-opening activities, if any, the Company will determine if a certain portion of those pre-opening activities provided is not brand specific and provides the franchisee with relevant general business information that is separate from the operation of a Company-branded franchise unit. The portion of pre-opening activities, if any, that is not brand-specific will be deemed to be distinct as it provides a benefit to the franchisee and is not highly interrelated to the use of the Company's intellectual property and therefore accounted for as a separate performance obligation. All other pre-opening activities will be determined to be highly interrelated to the use of the Company's intellectual property and therefore accounted for as a component of a single performance obligation which is satisfied along with the granting of certain rights to use the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company first allocates the initial franchise fees and the fixed consideration under the franchise agreement to the stand-alone selling price of the pre-opening activities and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, other than those included under ASU 2021-02, which are not brand specific are recognized when those performance obligations are satisfied. Consideration allocated to pre-opening activities included under ASU 2021-02 is recognized when those performance obligations are satisfied.

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. ADAs generally consist of an obligation to grant the right to open two or more units. These development rights are not distinct from franchise agreements; therefore, up-front fees paid by franchisees for development rights are deferred and apportioned to each franchise agreement signed by the franchisee. The pro-rata amount apportioned to each franchise agreement is recognized as revenue in the same manner as the initial and renewal franchise fees.

Royalties are earned as a percentage of franchisee gross sales ("sales-based royalties") over the term of the franchise agreement, as defined in each respective franchise agreement. Franchise royalties which represent sales-based royalties that are related entirely to the use of the Company's intellectual property are recognized as franchisee sales occur and the royalty is deemed collectible.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue recognition (continued)

System advertising fund

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

When system advertising fund fees exceed the related system advertising fund expenses in a reporting period, advertising costs are accrued up to the amount of system advertising fund revenues recognized.

Technology fees

The Company recognizes revenues from technology fees as a single performance obligation, when the services are rendered.

Other revenues

Other revenues include revenues from vendor rebates and sponsorships from vendors for the Company's annual conference. The Company is party to certain vendor arrangements for which it earns a commission or rebate payable by the vendor based on a percentage or volume of purchases made by the franchisees. Revenues from vendor arrangements are recognized when purchases are made by franchisees. Sponsorship revenue for the Company's annual conference is recognized upon completion of the event.

Incremental costs of obtaining a contract

The Company capitalizes direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and amortizes them over the term of the franchise agreement and ADAs. In the case of costs paid related to ADAs for which no signed franchise agreement has been received, such costs are deferred until the signed franchise agreement is received.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts receivable

Accounts receivable are stated at the amount the Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of some of its franchisees to make required payments. Management considers the following factors when determining the collectibility of specific franchisee accounts: franchisee creditworthiness, past transaction history with the franchisee, and current economic industry trends. If the financial conditions of the Company's franchisees were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Company has made reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Company had no allowances for doubtful accounts at December 31, 2022 and 2021. The accounts receivable at December 31, 2022, 2021 and 2020, amounted to $126,744, $64,547 and $20,261, respectively.

Leases

The Company has an operating lease for an office space. The Company determines if an arrangement is a lease at the inception of the contract. At the lease commencement date, each lease is evaluated to determine whether it will be classified as an operating or finance lease. For leases with a lease term of 12 months or less (a "Short-term" lease), any fixed lease payments are recognized on a straight-line basis over such term, and are not recognized on the balance sheet. The Short-term lease expense amounted to $8,800 for the year ended December 31, 2022.

Lease terms include the noncancellable portion of the underlying leases along with any reasonably certain lease periods associated with available renewal periods, termination options and purchase options.

Income taxes

The Company is treated as a partnership for tax purposes and, as such, is not liable for federal or state income taxes. As a single-member limited liability company, and therefore a disregarded entity for income tax purposes, the Company's assets, liabilities, and items of income, deduction and credit are combined with and included in the income tax returns of the Parent. Accordingly, the accompanying financial statements do not include a provision or liability for federal or state income taxes.

The Company recognizes and measures its unrecognized tax benefits in accordance with FASB Accounting Standards Codification ("ASC") 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available, or when an event occurs that requires a change.

The Parent files income tax returns in the U.S. federal jurisdiction and in various state jurisdictions.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Franchised outlets

The following data represents the Company's franchised outlets as of December 31:

	2022	2021	2020
Franchises sold	16	63	82
Franchises purchased	-	-	-
Franchised outlets in operation	70	50	22
Franchisor owned outlets in operation	-	-	-

Recently issued but not yet effective accounting pronouncements

In June 2016, FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASU 2016-13"), and subsequent amendment to the initial guidance: ASU No. 2018-19, *Codification Improvements to Topic 326, Financial Instruments - Credit Losses* (collectively, "Topic 326"). Topic 326 introduces a new forward-looking approach, based on expected losses, to estimate credit losses on certain types of financial instruments, including trade receivables. The estimate of expected credit losses will require entities to incorporate considerations of historical information, current information, and reasonable and supportable forecasts and will generally result in earlier recognition of allowances for losses. For non-public companies, Topic 326 will be effective for annual and interim reporting periods beginning after December 15, 2022. The guidance is to be applied using the modified retrospective approach. The Company is in the process of assessing the impact of Topic 326 on its financial statements.

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events,* the Company has evaluated subsequent events through April 18, 2023, the date on which these financial statements were available to be issued. Except as disclosed in Notes 3 and 6, there were no material subsequent events that required recognition or additional disclosure in these financial statements.

NOTE 3. MEMBER'S DEFICIT

The Company has sustained net loss, negative cash flows from operations, and, as a result, has an accumulated members' deficit of $1,339,542, $1,913,905, and $237,905, respectively. Since inception, the Company's operations have been funded through capital contributions. The Company is growing and, as such, is incurring expenditures in the near term to benefit the future as it looks to grow the franchisee base and expand into new markets. Such expenses could be reduced or eliminated in order to improve operating cash flows as needed in the future.

Subsequent to the year ended December 31, 2022, management has taken several actions to improve operating cash flows, mainly through the reduction of operating expenses. As of the date these financial statements were available to be issued, the Company continues to sell franchises and royalties are expected to increase as the Company continues to sell and open more franchised units. The Company believes that the combination of the actions taken will enable it to meet its funding requirements for one year from the date these financial statements were available to be issued. If necessary, management of the Company has been advised that the members of the

NOTE 3. MEMBER'S DEFICIT (CONTINUED)

Parent intend to continue to provide any financial assistance needed by the Company should its cash flows from operations combined with its available cash balances not be sufficient to meet its working capital needs. Management believes that the members of the Parent have the intent and ability to provide the funds needed, if any, to continue to fund the operations of the Company for at least one year from the date these financial statements were available to be issued.

NOTE 4. RECENTLY ADOPTED ACCOUNTING STANDARDS

Leases

In February 2016, FASB issued ASU No. 201602, *Leases (Topic 842)* ("ASC 842") as amended, which requires the recording of operating lease right-of-use assets and lease liabilities and the expanded disclosure for operating and finance leasing arrangements. Leases are classified as finance or operating, with classification affecting the pattern and classification of expense recognition in the statement of operations. The Company adopted ASC 842 under the modified retrospective method on January 1, 2022.

The Company adopted the package of practical expedients available at transition that retained the lease classification under ASC 840 and initial direct costs for any leases that existed prior to adoption of the standard. Contracts entered into prior to adoption were not reassessed for leases or embedded leases. The Company made the accounting policy elections to not recognize Short-term leases on the balance sheet and to utilize the risk-free discount rate when the rate implicit in the lease is not readily determinable.

The Company performed an analysis of contracts containing leases as of January 1, 2022. At the date of initial application, the Company did not identify any contracts containing a lease.

Variable interest entities

In October 2018, FASB issued ASU No. 2018-17, *Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities*, which no longer requires nonpublic companies to apply variable interest entity guidance to certain common control arrangements. This standard is effective for fiscal years beginning after December 15, 2020, with early adoption permitted. The Company has elected to adopt and apply the alternative accounting and disclosures for certain variable interest entities provided to private companies pursuant to U.S. GAAP. The Company has determined that related parties, as described in Note 7, meet the conditions under the standard, and accordingly, it is not required to include the accounts of related parties in the Company's financial statements.

NOTE 5. REVENUES AND RELATED CONTRACT BALANCES

Disaggregated revenues

The Company derives its revenues from franchisees located throughout the United States. The economic risks of the Company's revenues are dependent on the strength of the economy in the United States, and the Company's ability to collect on its contracts. The Company disaggregates revenue from contracts with customers by timing of revenue recognition by type of revenue, as it believes this best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

NOTE 5. REVENUES AND RELATED CONTRACT BALANCES (CONTINUED)

Disaggregated revenues (continued)

Revenues by timing of recognition for the years ended December 31, 2022, 2021, and 2020, were as follows:

	2022	2021	2020
Point in time:			
Royalties	$ 802,695	$ 397,318	$ 111,756
Franchise fees	382,000	566,320	210,360
System advertising fees	135,274	70,099	21,499
Technology fees	192,043	101,000	-
Other revenues	96,873	155,327	29,227
Total point in time	1,608,885	1,290,064	372,842
Over time:			
Franchise fees	850,594	720,313	285,728
Total revenues	$ 2,459,479	$ 2,010,377	$ 658,570

Contract balances

Contract liabilities are comprised of unamortized initial and renewal franchise fees received from franchisees, which are presented as "Deferred revenues" on the accompanying balance sheets. A summary of significant changes in deferred revenues during the years ended December 31, 2022 and 2021, are as follows:

	2022	2021
Deferred revenues - beginning of year	$ 4,526,068	$ 3,711,701
Revenue recognized during the year	(1,232,594)	(1,286,633)
Franchise fees refunded during the year	(57,500)	(132,000)
Additions for initial franchise fees received	589,000	2,233,000
Deferred revenues - end of year	$ 3,824,974	$ 4,526,068

Deferred revenues are expected to be recognized as revenue over the remaining term of the associated franchise agreements as follows:

Year ending December 31:	Amount
2023	$ 198,253
2024	198,253
2025	198,253
2026	198,253
2027	152,253
Thereafter	2,879,709
Total	$ 3,824,974

NOTE 5. REVENUES AND RELATED CONTRACT BALANCES (CONTINUED)

Contract balances (continued)

Deferred revenues at December 31, 2022 and 2021, consisted of the following:

	2022	2021
Franchise units not yet opened	$ 3,028,514	$ 4,053,940
Opened franchise units	796,460	472,128
Total	$ 3,824,974	$ 4,526,068

The direct and incremental costs, principally consisting of commissions, are included in "Prepaid commissions" in the accompanying balance sheets. The direct and incremental costs expected to be recognized over the remaining term of the associated franchise agreements at December 31, 2022, are as follows:

Year ending December 31:	Amount
2023	$ 55,388
2024	55,388
2025	55,388
2026	55,388
2027	46,900
Thereafter	330,116
Total	$ 598,568

NOTE 6. CONCENTRATIONS OF CREDIT RISK

Cash

The Company places its cash, which may at times be in excess of Federal Deposit Insurance Corporation insurance limits, with a major financial institution. Management believes that this policy will limit the Company's exposure to credit risk.

In March 2023, the shut-down of certain financial institutions raised economic concerns over disruption in the U.S. banking system. The U.S. government took certain actions to strengthen public confidence in the U.S. banking system. However, there can be no certainty that the actions taken by the U.S. government will be effective in mitigating the effects of financial institution failures on the economy, which may include limits on access to short-term liquidity in the near term or have other adverse effects. As of December 31, 2022, the Company maintains cash amounts in excess of federally insured limits in the aggregate amount of $802,068. The Company has certain concentrations in credit risk that expose the Company to risk of loss if the counterparty is unable to perform as a result of future disruptions in the U.S. banking system or economy. Given the uncertainty of the situation, the related financial impact cannot be reasonably estimated at this time.

Accounts receivable

Concentration of credit risk with respect to receivables is limited due to the large number of franchisees in the Company's customer base and their geographic dispersion. The Company provides an allowance for doubtful accounts equal to the estimated collection losses based on historical experience coupled with a review of the current status of existing receivables.

NOTE 7. RELATED-PARTY TRANSACTIONS

Due to/from Parent

In the ordinary course of business, the Company periodically advances funds to and receives funds from the Parent. Advances to and from the Parent are noninterest-bearing and have no specific date for repayment. Such amounts are expected to be settled within the next year. The balance due to the Parent amounted to $3,255 at December 31, 2022. The amount due from the Parent amounted to $32,184 at December 31, 2021.

Due from related parties

In the ordinary course of business, the Company periodically advances funds to entities affiliated through common ownership of the Parent. Advances to the affiliates are noninterest bearing, unsecured and have no specific repayment terms. Such amounts are expected to be collected within the next year and, accordingly, have been classified as current assets. The balance due from related parties amounted to $79,672 and $84,150 at December 31, 2022 and 2021, respectively.

Notes receivable - Parent

On December 30, 2020, the Company entered into a 10-year promissory note agreement with the Parent in the amount of $2,000,000 which requires equal installment payments of $63,843, on a quarterly basis commencing on April 1, 2021. The note bears interest at a rate equal to 5% per annum and any unpaid principal and interest are due on December 30, 2030. The outstanding principal balance at December 31, 2022 and 2021, was $1,675,317 and $1,841,691 respectively. Interest income from this note amounted to $88,528 and $97,624 for the years ended December 31, 2022 and 2021 respectively.

On December 31, 2021, the Company entered into a 10-year promissory note agreement with the Parent in the amount of $700,000 (the "2021 Note") which required equal installment payments of $22,345, on a quarterly basis commencing on April 1, 2022. The 2021 Note bore interest at a rate equal to 5% per annum and any unpaid principal and interest were due on December 30, 2031. The outstanding principal balance at December 31 2021, was $699,971. On April 12, 2022, the Parent repaid the full outstanding principal balance on the 2021 Note and the 2021 Note was terminated. Interest income from the 2021 Note amounted to $8,750 for the year ended December 31, 2022.

On December 31, 2022, the Company entered into an additional 10-year promissory note agreement with the Parent in the amount of $700,000 (the "2022 Note") which requires equal installment payments of $22,345, on a quarterly basis commencing on April 15, 2023. The 2022 Note bears interest at a rate equal to 5% per annum and any unpaid principal and interest is due on December 30, 2032. The outstanding principal balance at December 31, 2022, was $700,000.

NOTE 7. RELATED-PARTY TRANSACTIONS (CONTINUED)

Notes receivable - Parent (continued)

Maturities of notes receivable at December 31, 2022, are as follows:

Year ending December 31:	Amount
2023	$ 216,147
2024	241,270
2025	253,561
2026	266,479
2027	280,055
Thereafter	1,117,805
Total	$ 2,375,317

License agreement

On May 1, 2018, the Company entered into a perpetual, non-transferable, worldwide, royalty-free and exclusive license agreement with the Licensor for the use of the registered name "Mayweather Boxing + Fitness" (the "license agreement"). Pursuant to the license agreement, the Company has acquired the right to sell and operate Mayweather Boxing + Fitness franchises and collect franchise fees, royalties and other fees from franchisees.

Management services agreement

On March 23, 2022, the Company entered into a management services agreement with the Parent, with an effective date of January 1, 2021. The Parent provides administrative and management services as further defined in the management services agreement. Pursuant to the management services agreement, the Company has agreed to pay a monthly administrative fee to the Parent for the services provided. The administrative fee amounted to $75,000 per month during 2021 and was increased to $112,500 per month during 2022. For the years ended December 31, 2022 and 2021, the fees charged by the Parent under the management services agreement amounted to $1,350,000 and $900,000, respectively, which is included in "Selling, general and administrative expenses" in the accompanying statements of operations and changes in member's equity (deficit).

NOTE 8. COMMITMENTS AND CONTINGENCIES

The Company provides financial assurances to landlords of certain franchisee, including assistance and guidance with leasing arrangement. The Company would be obligated in the event the franchisee is unable to meet the rent payments when they become due. As of December 31, 2022, the maximum amount payable under such guarantee was $15,575. Management believes performance under the guarantee is remote. Should the Company be required to pay any portion of the total amount of the rent payments it has guaranteed, the Company could attempt to recover some or all of that amount from guaranteed parties. The Company holds no collateral in respect of the guarantee.

NOTE 9. SYSTEM ADVERTISING FEE

Pursuant to the structured form of the franchising arrangement, the Company reserves the right to collect system advertising fees up to 3% of franchisees' reported sales. These funds are to be spent solely on advertising and related expenses for the benefit of the franchisees with a portion designated to offset the Company's administrative costs to administer the funds, all at the discretion of the Company. The Company collected advertising fund contributions of 1% of franchisees' reported sales during the years ended December 31, 2022 and 2021. Funds collected and not yet expended on the franchisees' behalf totaled $186,429 and $98,134 as of December 31, 2022 and 2021, respectively.

NOTE 10. ECONOMIC INJURY DISASTER LOAN

On August 11, 2020, the Company received Economic Injury Disaster Loan ("EIDL") proceeds of $150,000 and on April 28, 2022, the Company received additional EIDL proceeds of $200,000, effectively receiving a total of $350,000 of EIDL loan proceeds under section 7(b) of the Small Business Act. The EIDL loan matures 30 years from the effective date of the loan and accrues interest at a fixed rate of 3.75% per annum. Payments were deferred for the first 12 months and were payable in equal consecutive monthly installments of principal and interest of $731 commencing on August 2021. In March 2021, the Small Business Administration ("SBA") announced the first payment due date was extended from 12 months to 24 months from the initial date of the loan. During 2022, the first payment due date was extended from 24 months to 30 months from the initial date of the loan. Effective April 28, 2022, the monthly installments of principal and interest for the initial and additional EIDL aggregated to $1,793 commencing on March 2023.

Maturities of the EIDL at December 31, 2022, are as follows:

Year ending December 31:	Amount
2023	$ 5,802
2024	7,993
2025	8,298
2026	8,615
2027	8,943
Thereafter	310,249
Total	$ 349,900

State Effective Dates

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

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

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

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

EXHIBIT J

RECEIPTS

RECEIPT

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If MW FRANCHISE HOLDINGS INTERNATIONAL, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting, or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If MW FRANCHISE HOLDINGS INTERNATIONAL, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agencies identified on Exhibit B of this disclosure document.

Issuance Date: April 28, 2023

The franchise sellers offering the franchise are James Williams, Nick Abrahams and Mal Nanayakkara. Their principal business address is 7700 Windrose Avenue, #G300, Plano, Texas 75024 and their telephone number is (424) 320-3212.

I received a disclosure document issued April 28, 2023, that included the following Exhibits:

A	Franchise Agreement with attached Schedules
B	List of State Agencies and Regulators
C	Franchise Disclosure Questionnaire
D	State Addenda
E	Manual Table of Contents
F	Development Rights Rider
G	List of Franchisees
H	Franchisees Who Have Left the System
I	Financial Statements
J	Receipts

_____ _____

Date Recipient/Franchise Applicant

RETURN THIS SIGNED FORM TO THE FRANCHISOR. **Mail to**: MW Franchise Holdings International, LLC, 7700 Windrose Avenue, #G300, Plano, Texas 75024 **Fax to**: (800) 674-3588 Email to: James@Mayweather.fit

RECEIPT

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Date Recipient/Franchise Applicant

RETAIN THIS COPY FOR YOUR RECORDS