



FRANCHISE DISCLOSURE DOCUMENT

Send Me a Trainer Franchising LLC,
a Delaware Limited Liability Company
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Send Me a Trainer Franchising LLC offers a Franchise which provides In-Home personal training service at public and private locations within a defined trade area.

The total investment necessary to begin operation of a Send Me a Trainer franchise is \$49,099 to \$84,799. This includes \$34,999 to \$44,999 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Muhssin El-Yacoubi at 651 N. Broad Street, Suite 205 (#819), Middletown, Delaware 19709; (888) 286-9819 or info@sendmeatrainner.com.

The terms of your contract will govern your franchise relationship. Do not 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. Information comparing franchisors is available. Call your state agency or your public library for sources of information. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," is available from the FTC. You can contact the FTC at 1-877-FTCHELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March 14, 2022

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 Exhibit C.
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?	Exhibit B 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 Send Me a Trainer 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 Send Me a Trainer franchisee?	Exhibit C lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 us by mediation, arbitration or litigation in Delaware. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate with us in Delaware than in your own state.
2. **Sales Performance required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, the termination of your franchise, and loss of your investment.
3. **Minimum Payments required.** You must make minimum royalty and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
5. **Short Operating History.** The franchisor is at an early stage of development and has limited operating history. The franchise is likely to be a riskier investment than a franchisor with a longer operating history.

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

**NOTICE REQUIRED
BY STATE OF
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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that the franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its terms except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type or under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

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

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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES REGARDING THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES OR STATE SPECIFIC AMENDMENTS, IF ANY, APPEAR IN THE STATE ADDENDA AT EXHIBIT F.

ITEM 1 THE FRANCHISOR, AND ANY PARENT, PREDECESSORS, AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, “Send Me a Trainer,” “we,” “us,” and “our” means Send Me a Trainer Franchising LLC., the franchisor. “You,” “your,” and “Franchisee” means the person, and its owners if the Franchisee is a business entity, who buys the franchise from us.

The Franchisor

Send Me a Trainer Franchising LLC is a Delaware Limited Liability Company formed on July 24, 2019. We operate under the name Send Me a Trainer and no other names. Our principal business address is 651 N. Broad Street, Suite 205 (#819), Middletown, Delaware 19709. We offer franchises (“Send Me a Trainer Franchise(s)” or “Franchise(s)”) for Send Me a Trainer Businesses and have done so since our inception. We do not operate any business of the type being franchised or in any other line of business, and we do not offer franchises in any other line of business.

We have one Affiliate, Bounce Fitness LLC, a Virginia limited liability company with an address of at P.O.Box 11041, McLean, Virginia 22102. Our Affiliate has owned and operated one business with various fitness and sports services that includes the type being franchised since May 2007 under the Bounce Fitness branding. Our Affiliate also owns the proprietary marks and intellectual property described herein which it has licensed to us so that we may sub-license them to our franchisees. Bounce Fitness LLC also owns the software you are required to use in the operation of your Franchise. Our Affiliate plans to continue to operate its current business lines and offer franchises and license agreements for its current business lines that may also include youth centers for children domestically and internationally. Bounce Fitness LLC does not offer any other franchises in any other line of business.

We do not have any predecessors or parent companies.

Our agent for service of process in Delaware is Legalinc Corporate Services Inc., 651 N. Broad Street, Suite 205 (#819), Middletown, Delaware 19709. Our agents for service of process for other states are identified by state in Exhibit D. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

The Franchise

Send Me a Trainer Franchisees operate In-Home personal training services, group fitness classes, and corporate fitness programs at public and private locations. Send Me a Trainer Franchisees operate under our system (“System”) and use Send Me a Trainer’s trademarks, service marks, trade names and logos (the “Marks”). The System may be changed or modified by us throughout your ownership of the Franchise. We do not require business locations for the In-Home personal training services Franchise.

You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit A (“Franchise Agreement”). You may operate one Send Me a Trainer Business only in your protected trade area for each Franchise Agreement you sign.

Market and Competition

The primary market for the products and services offered by Send Me a Trainer Businesses is the general public. The products and services offered by Send Me a Trainer Businesses are not seasonal. The personal training industry, as a whole, is well-developed and in some markets, can be competitive. You may have to compete with numerous other independent and chain-affiliated businesses, some of which may be franchised. Many business franchise systems, in particular, may have already established national and international brand recognition. These include industry and educational developments, such as pricing policies of competitors, consumer tastes, and supply and demand.

Industry-Specific Laws

Also, you must comply with all laws, rules and regulations governing the operation of the Send Me a Trainer Business and obtain all permits and licenses necessary to operate the Send Me a Trainer Business. Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Send Me a Trainer Business, including those that: (a) set bonding requirements or specialized permits; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements, restrictions on smoking and exposure to tobacco smoke or other carcinogens, availability of and requirements for public accommodations, including restroom facilities and public access; and (c) set standards pertaining to employee health and safety; (d) set standards and requirements for general emergency preparedness (e) regulate how contactors or subcontractors may be paid, be required to work at specific times and other agreements between you and a contractor or subcontractor. You may not be allowed to use contractors or subcontractors as trainers in your Send Me a Trainer Franchise in certain jurisdictions if regulations in those jurisdictions results in contractors or subcontractors that cannot be required to meet our standards of operations as laid out in our operating procedures.

You alone are responsible for investigating, understanding and complying with all applicable laws, regulations and requirements applicable to you and your Send Me a Trainer Franchise, despite any advice or information that we may give you. You should consult with a legal advisor about whether these and/or other requirements apply to your Send Me a Trainer Business. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2 BUSINESS EXPERIENCE

Bary El-Yacoubi: Chief Executive Officer

Mr. El-Yacoubi has served as our Chief Executive Officer since our inception in July 2019 and has held a similar position with our Affiliate Bounce Fitness LLC in McLean, Virginia since May 2007.

Muhssin El-Yacoubi: Chief Financial Officer

Mr. El-Yacoubi has served as our Chief Financial Officer since our inception in July 2019 and has held a similar position with our Affiliate Bounce Fitness LLC in McLean, Virginia since May 2007.

ITEM 3 LITIGATION

On October 29, 2021, we entered into a Consent Order with the California Department of Financial Protection and Innovation (DFPI) regarding our applications for franchise registration dated October 8, 2019 and April 19, 2021. Our applications included financial statements issued by Brenda Roxie Samaniego and Samaniego CPA, P.C. On February 29, 2020, Samaniego P.C.'s license expired. On February 28, 2021, Roxie Samaniego's license expired. The Texas State Board of Public Accountancy subsequently revoked the licenses of both Brenda Roxie Samaniego and Samaniego P.C. on March 11, 2021. The DFPI concluded that the inclusion of the audit reports from Brenda Roxie Samaniego and Samaniego CPA, P.C. in our October 8, 2019 and April 19, 2021 applications was a violation of the California Franchise Investment Law (CFIL). The DFPI also concluded that the offer and sale of franchises using an FDD that included these audit reports was a violation of the CFIL.

Under the Consent Order, we agreed to comply with the CFIL and to pay an administrative fine of \$15,000. We also agreed to offer two franchisees in California cancellation of their franchise agreements and a refund of their initial franchise fees. We also agreed to cease the offer and sale of franchises in California until receiving the state's approval of an amendment to our FDD and registration containing new audited financial statements. The new audited financial statements are in Exhibit B to this disclosure document.

Other than the above order, 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

Initial Franchise Fee

The "Initial Franchise Fee" for a single Send Me a Trainer In-Home personal training service franchise Business is \$34,999 unless you qualify for our Rollup program. If you are a successful existing business that is rolling your services onto the platform or adding Send Me a Trainer as an additional service, then you are eligible for our Rollup program and the Initial Franchise Fee will be waived with limited availability.

The Initial Franchise Fee is uniform, payable in a lump sum when you sign your Franchise Agreement, and nonrefundable. For Franchisees and Affiliates who would like to purchase three or more territories, the Franchise Fee for the third and additional territories will be discounted by \$5,000 if purchased together upfront and paid in full with the initial territory.

We offer a \$2,500 credit towards future royalties for individuals who have had a managing or active training role in a Send Me a Trainer unit for a minimum of a year and for honorably

discharged, Veterans of U.S. Armed Forces and provide us a copy of DD214 for any principle of the Franchisee.

We offer no refunds or partial refunds for the Initial Franchise Fee after received.

Territory Fee

You must pay a Territory Fee if the population of your territory is over 50,000 according to the most recent US Census. The Territory Fee will be \$0.40 per person over 50,000 up to 74,999 (resulting in a maximum Territory Fee of \$10,000). If the population exceeds 74,999, we will require you to purchase an additional territory and execute a separate Franchise Agreement for that Territory.

The Territory Fee formula is uniform for new franchisees. If applicable, the Territory Fee is payable in a lump sum when you sign your Franchise Agreement. We offer no refunds or partial refunds for the Territory Fee after received.

At any given time, we may offer incentives or giveaways of cash, equipment, materials, supplies or other related items, which will, in effect, lower the initial fee or investment to prospective franchisees.

To the extent required by state franchise administrators, certain states may require that we defer the initial franchise fees (all fees listed in ITEM 5) until our initial obligations are met. See the State Law Addenda attached as Exhibit F to this disclosure document.

ITEM 6 OTHER FEES

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Royalty ⁽²⁾	6% of Gross Sales ⁽³⁾ for the first 120 days of operation. After 120 days of operation the Royalty will be 6% of gross sales or \$150 per week, whichever is greater.	Due on Tuesday of each week	The " <u>Royalty</u> " is based on " <u>Gross Sales</u> " during the previous week. Your Royalty is an ongoing payment that allows you to use the Marks and the intellectual property of the System and pays for our ongoing support and assistance.
Brand Fund Contribution ⁽⁴⁾	2% of weekly Gross Sales	Same as Royalty	This contribution will be used for a system-wide " <u>Brand Fund</u> " for our use in promoting and building the Send Me a Trainer brand.
Local and Digital Marketing Requirement ⁽⁵⁾	A minimum of \$2,000 per month on advertising, including local advertising, and online digital and social media spending.	As incurred	Local and digital marketing requirements are discussed in Item 11. Any advertising materials you wish to use must first be approved by us. If you fail to spend the local marketing requirement in any given period, you will be required to pay the difference to the Brand Fund.

Technology and Software Fee ⁽⁶⁾	Currently, \$500 per month plus \$10 per email address per month, but subject to increase	On the first of each month in advance to Us or our Affiliate.	This payment covers use of the technology package, which is paid directly to third-parties, which includes the mobile app and a website landing page for your territory. It also includes email addresses with the @sendmetrainer.com domain.
Customer Service / Administrative Support Fee (Optional) ⁽⁷⁾	Currently \$500 per month, subject to change	Same as Royalty	This service is optional. We can provide a customer service agent to support you and to handle customer service inquiries on your behalf. This can be added and removed by providing 30 days' notice.
Insurance ⁽⁸⁾	Reimbursement the costs of any policy we purchase on your behalf, plus a 20% administration charge	On demand	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained plus twenty percent (20%) of the premium for an administrative cost of obtaining the insurance.
Additional Training or Assistance Fees ⁽⁹⁾	Then-current fee (currently \$2,000 per person for initial training and starting from \$500 per day per trainer for additional training)	As incurred prior to training	We provide initial training at no charge for up to two people. We may charge you for training additional persons, newly-hired personnel, refresher training courses, advanced training courses, and additional or special assistance or training you need or request. The fee will be the then-current fee plus all the trainees' expenses including travel, lodging, meals and wages to our location. If you request or we see it necessary to provide you additional training at your location, you will pay our daily rate for each trainer we send you in addition to all expenses including travel, lodging and meals.
Convention Fee ⁽¹⁰⁾	Then-current fee (currently estimated to be \$500 per person)	On demand	Payable to us to help defray the cost of your attendance at any annual convention that we choose to hold. This fee is due regardless of whether or not you attend our annual convention in any given year.
Late Payment Fee	\$100 per occurrence, plus the lesser of the daily equivalent of 12% per year simple interest or the highest rate allowed by law	As incurred	Payable if any payment due to us or our affiliates is not made by the due date. Interest accrues from the original due date until payment is received in full.
Non-Sufficient Funds Fee ⁽¹¹⁾	The lesser if \$50 per occurrence or the highest amount allowed by law.	As incurred	Payable if any check or electronic payment is not successful due to insufficient funds, stop payment, or any similar event.
Audit Expenses ⁽¹²⁾	Cost of audit and inspection, any understated amounts, and any related accounting and legal expenses (we estimate this cost to be between \$1,000 and \$12,000)	On demand	You will be required to pay this if an audit reveals that you understated weekly Gross Sales by more than two percent (2%) or you fail to submit required reports.

Indemnification ⁽¹³⁾	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses that we or our representatives incur related in any way to your Send Me a Trainer Business or Franchise.
Renewal Fee	25% of the then current initial franchise fee	At the time you sign the new franchise agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement.
Relocation Fee	\$2,500	Upon relocation of territory	Payable to us if you request to relocate your territory and we approve the relocation of your territory.
Transfer Fee ⁽¹⁴⁾	75% of the then current franchise fee or 5% of the sale price, whichever is greater	\$1,000 non-refundable deposit at time of transfer application submittal and the remaining balance of fee at time of the approved transfer	Payable in connection with the transfer of your Send Me a Trainer Business, a transfer of ownership of your legal entity, or the Franchise Agreement. There are various other conditions you must meet for us to approve your transfer request.
Liquidated Damages ⁽¹⁵⁾	Will vary under the circumstances	Within 15 days after termination of the Franchise Agreement	Due only if we terminate the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause.

Notes:

1. Fees. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid either in full or in part. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer (“EFT”) or other similar means. You are required to complete the EFT authorization (in the form attached to this Franchise Disclosure Document in Exhibit G). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. Company and affiliate-owned franchised Send Me a Trainer business are not required to pay Royalty Fees.
2. Royalty Fee. As a Franchisee, you are obligated to pay us a percentage of your sales as compensation for your rights as a Franchisee (the “Royalty”). The Royalty rate is currently set at 6% of your Gross Sales as calculated per week for the entire term of the Franchise Agreement. The Royalty obligation begins immediately on the first Tuesday your Business is open for operation. After your initial 120 days of operation your minimum royalty will be \$150 per week. The Royalty is due and payable every Tuesday of each week for the prior week’s sales, to be paid according to our specifications. Royalty fees shall be payable to us by ACH or direct deposit from franchisee’s account. We reserve the right to change the time and manner of payment at any time upon written notice to you.

3. “Gross Sales” means the total selling price of all revenue and income from the sale of all Send Me a Trainer products and services and other related charges to your customers, whether or not sold or performed at or from your Send Me a Trainer Business, and whether received in cash, check, credit card, coupon, in services in kind, from barter and/or exchange, on credit (whether or not payment is received) or otherwise. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips, and allowances you give in good faith to your customers. All barter and/or exchange transactions in which you furnish products and/or services in exchange for products and/or services provided to you by a vendor, supplier, or customer will, for the purpose of determining Gross Sales, be valued at the full retail value of the products and/or services so provided to you.

4. Brand Fund Contribution. You will pay us a Brand Fund Contribution equal to 2% of your monthly Gross Revenue for every week during which this Franchise Agreement remains in effect. We may reduce, remove or discontinue this fee upon a 30-day written notice from us to you. We will not raise the Brand Fund Contribution to over 3% during the term of your franchise agreement. The Brand Fund contribution is collected by us from all Franchisees. The payment of the Brand Fund contribution begins on the first week your Business is open for operation (as defined in Note 1) and is due on Tuesday of each week for the duration of your Franchise term. You shall pay the Brand Fund contribution at the same time, and on the same terms, as the Royalty Fee described above.

In the future, we will place all Brand Fund contributions in a separate bank account dedicated to the Brand Fund contribution; however, given the limited amount of money in the Brand Fund, as of the issuance date of this Franchise Disclosure Document, we do not presently have a separate bank account for all Brand Fund contributions. We may use this fund for marketing, local, regional, national, or international advertising, public relations, product and service promotions, surveys, test marketing, research and development, administrative costs related to Brand Fund contribution services (including salaries, accounting, collections, legal fees, and any other costs), media expenses, and any other related costs. We will make the expenditures at our sole discretion in accordance with our judgment and needs. We do not represent that any particular level of expenditure will be made for any particular program, or to benefit particular franchisees or franchised locations; nor are we required to dedicate any amount whatsoever on advertising or marketing in the area where you are located. We will not spend any Brand Fund contribution funds for activities that are principally or solely a solicitation for the sale of additional franchises. Your contribution to the Brand Fund contribution does not create any fiduciary relationship between you concerning our expenditure, control, or use of the Brand Fund contribution and us.

5. Local and Digital Marketing Spend. These costs are paid directly to marketing sources and vendors.

6. Technology and Software. This fee associated with the technology licenses may increase over the course of the franchise period based on required maintenance and addition of more features.
7. Customer Service / Administrative Support (Optional). This optional service will provide you a customer service agent to support you and to handle customer service inquiries on your behalf. This can be added and removed by providing 30 days' notice.
8. Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. Please note that if you have had prior issues or claims from previous operations unrelated to the operation of a Send Me a Trainer Business, your rates may be significantly higher than those estimated above. We charge 20% of the policy as a fee to obtain and maintain and policy we require that you fail to purchase and keep active.
9. Additional Training or Assistance Fees. Training fees may be imposed on you according to our policies.
10. Convention Fee. We may hold annual conventions, not more than once per year, that we will charge you for. You must pay the convention fee for one individual regardless if you attend the convention or not. You are responsible for all travel and meals during the convention. However, we typically provide a few meals and beverages for specific events during the convention. Our current fee is \$500 per individual attending.
11. Non-Sufficient Funds Fee. We may charge you an insufficient funds fee if any payment you owe is rejected due to insufficient funds in your EDTA, or if any other payment instrument you are authorized to use is rejected for insufficient funds.
12. Audit Expenses. We will assess Audit fees against you if you fail to provide us reports, supporting records, or any other information we require under the Franchise Agreement; or if you understate Royalty payments, or Brand Fund contribution contributions by more than 2%. Audit fees are payable to us, collected by us, and are non-refundable. The total amount of the audit fees that you pay us will vary depending on the cost of the audit itself (for which you will be entirely liable), and whether you have any unpaid Royalties or Brand Fund contribution Contributions for which you may be penalized in accordance with the Franchise Agreement.
13. Indemnification. You must protect, defend, indemnify, and hold us harmless against any claims, lawsuits, or losses arising out of your operation of the Franchised Business brought by third parties, or any default under the Franchise Agreement. You must pay for any and all damages, legal fees, enforcement or collection costs, and/or any other costs assessed against us in any proceeding related to your Franchised Business to the extent permitted by law, provided that no indemnification fee shall exceed the actual total costs assessed against us.
14. Transfer Fee. The term "transfer" means any of the following: the sale of 20% or more of the assets of your franchise; the sale, assignment, or conveyance of 20% or more of your stock, membership interest, membership units, or partnership units of your franchise to

any third party; or the placement of your assets, stock, membership interest, partnership units, or membership units of your business into a business trust.

15. Liquidated Damages. Liquidated damages are equal to the Initial Franchise Fee prior to any Discounts and are only charged if we terminate the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee ^{1,12}	\$34,999	\$34,999	Lump sum	Due upon signing franchise agreement, or as per our COVID relief purchase program loan agreement, unless qualified for our “Rollup” program	Us
Territory Fee ²	\$0	\$10,000	Lump sum	Due upon signing franchise agreement	Us
Company Registration, Permits & Licenses ³	\$100	\$500	Lump Sums	As required	Authorities
Travel & Living Expense while Training	\$0	\$2,500	As expended	30-60 Days Before Opening	Airline, Hotel, Restaurants
Prepaid Liability Insurance ⁴	\$1,800	\$4,400	As invoiced	Before Opening	Insurance Carrier
Professional Fees ⁵	\$500	\$4,000	As Required	Before Opening or other terms	Various Suppliers
Office Equipment Costs including mobile phone and computer ⁶	\$1,400	\$3,000	Lump Sum or Terms if needed	Before Opening or other terms agreed upon	Various Suppliers
Startup Marketing Kit ⁷	\$2,000	\$5,000	As Required	Before Opening or other terms agreed upon	Approved Vendors
Phone/Fax Business Phone Number	\$0	\$200	Monthly	At time of Training	Supplier
Grand Opening Advertising ⁸	\$800	\$3,000	Lump Sum	Before Opening or other terms agreed upon	Various Suppliers
Other Software Subscription Fee ⁹	\$0	\$200	Lump Sum Monthly	As Required	Approved Vendors

Additional Funds required Before and During Initial Phase of Your business for 3 months. ¹⁰	\$7,500	\$17,000	As Required	As Required	For Your Use
TOTAL ¹¹	\$49,099	\$84,799			
TOTAL FOR ROLL UP FRANCISEES ^{11&12}	\$14,100	\$49,800			

Notes:

We do not offer direct or indirect financing for your initial investment, except as specified in Item 10. Our estimates are based on our experience, the experience of our affiliates, and our current requirements for Send Me a Trainer Franchises. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Send Me a Trainer Franchise may be greater or less than the estimates given, depending upon the location of your Send Me a Trainer Business, and current relevant market conditions. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. See Item 5 for more information on the Initial Franchise Fee. In certain situations, we may waive this fee, as described in ITEM 5 and note 12 below.
2. Territory Fee. See Item 5 for more information on the Territory Fee.
3. Company Registration, Permits & Licenses: This an estimate to establish your entity and obtain all licenses and permits that may be required to operate your business. The cost of permits and licenses will depend upon the fees charged by your local municipality, county, state and licensing authority.
4. Pre-Paid Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. Please note that if you have had prior issues or claims from previous operations unrelated to the operation of a Send Me a Trainer Business, your rates may be significantly higher than those estimated above.
5. Professional Fees. We strongly recommend that you hire a lawyer, accountant or other professional to advise you on this Franchise offering and to assist you in setting up your Send Me a Trainer Business. Rates for professionals can vary significantly based on area and experience.
6. Office Equipment Costs including mobile phone and computer. You will need a laptop computer, mobile phone, printer/scanner and basic furniture to work out of your home office.

7. Startup Marketing Kit and Promotional Materials / Printing. This estimate is for promotional products for use in your Send Me a Trainer Business, such as business cards, apparel, banners, labels, pens and other supplies with the Send Me a Trainer logo printed on them.
8. Grand Opening Advertising. The range in this category will depend on the media available in your local market, the rates charged for advertising in the available media, and home show attendance. You will work with our approved supplier prior to opening your Send Me a Trainer Business to develop and implement your initial advertising program.
9. Other Software Subscription Fee. Includes other software fees that you may need to run the business such as Quick Books and are paid directly to various suppliers.
10. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial three-month start-up phase of your Send Me a Trainer Business. They include payroll costs during the first three months of operation, but not any draw or salary for you. These figures do not include standard pre-opening expenses, Royalties, or Brand Fund contributions payable under the Franchise Agreement or debt service and assume that none of your expenses are offset by any sales generated during the start-up phase. For purposes of this disclosure, we estimated the start-up phase to be three months from the date your Send Me a Trainer Business opens for business. Our estimate for the additional funds are based on our experience, the experience of our affiliate, and our current requirements for Send Me a Trainer Franchises. The factors underlying our estimate for additional funds may vary depending on several variables, the location of your Send Me a Trainer Business; current relevant market conditions; how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations. Additional funds for the operation of your Send Me a Trainer Franchise will be required after the first three months of operation if sales produced by the Send Me a Trainer Franchise are not sufficient to produce positive cash flow.
11. Figures May Vary. This is an estimate of your initial startup expenses for one Send Me a Trainer Franchise. You should review these figures carefully with a business advisor before making any decision to purchase the Franchise.
12. Rollup Franchises. In order to qualify for our Rollup program you must have an existing business that has an average of at \$10,000 in monthly revenue over the last three months of operations.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications

You must operate your Send Me a Trainer Franchise according to our System and specifications. This includes purchasing or leasing all products, services, supplies, materials, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the Send Me a Trainer Franchise under our specifications, which may include purchasing these items from: (i) our designees; and/or (ii) approved suppliers. You must

not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the System.

Our confidential Web-Based Operations Manual (“Franchise Web-Based Operations Manual”) states our standards, specifications, and guidelines for all products and services we require you to obtain in establishing and operating your Send Me a Trainer Franchise and approved vendors for these products and services. We will notify you of new or modified standards, specifications, and guidelines through periodic amendments or supplements to the Franchise Web-Based Operations Manual or through other written communication (including electronic communication such as e-mail or through a system-wide intranet).

You must purchase, maintain in sufficient supply and use, only equipment, materials, signs and supplies that conform to the standards and specifications described in the Franchise Web-Based Operations Manual or otherwise in writing.

You must use the computer hardware and software systems, applications and web technologies that we periodically designate to operate your Send Me a Trainer Business. You must obtain the computer hardware, software licenses, maintenance and support services, and other related services that meet our specifications from the suppliers we specify.

You must obtain the insurance coverage required under the Franchise Agreement. The insurance company must be authorized to do business in the state where your Send Me a Trainer Business is located and must be approved by us. It must also be rated “A” or better by A.M. Best & Company, Inc. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. All insurance policies must name us and any affiliates we designate as additional named insured parties and state that we will receive at least 30 days’ prior written notice of any intent by the insurer to reduce coverage or policy limits, cancel or amend the policy. The following is a list of required and optional (if labeled) policies.

General Liability Insurance	\$1,000,000	Per Occurrence
	\$2,000,000	In the Aggregate
Automobile Insurance	\$1,000,000	Combined Single Limit
Umbrella Liability Coverage	\$1,000,000	Per Occurrence and In the Aggregate
Optional: Comprehensive Crime and Employee Dishonesty Insurance	\$25,000	Per Occurrence
Workers Compensation	Per State Requirements. If not required by the State, then minimum policy limit required.	

Purchases from Approved Suppliers

We will provide you with a list of our designated and approved suppliers in our Franchise Web-Based Operations Manual.

If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for products and services that require supplier approval), you must notify us and submit to us the information, specifications and samples we request. We will use commercially reasonable efforts

to notify you within 30 days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service from that supplier or provider. We reserve the right to charge a fee to evaluate the proposed product, service or supplier. We apply the following general criteria in approving a proposed supplier: (1) ability to purchase the product in bulk; (2) quality of services; (3) production and delivery capability; (4) proximity to Send Me a Trainer Franchises to ensure timely deliveries of the product or services; (5) the dependability of the supplier; and (6) other factors. The supplier may also be required to sign a supplier agreement with us. We may periodically re-inspect approved suppliers' facilities and products, and we reserve the right to revoke our approval of any supplier, product or service that does not continue to meet our specifications. We will send written notice of any revocation of an approved supplier, product or service. We do not provide material benefits to you based solely on your use of designated or approved sources.

You must purchase all products, equipment, supplies, and materials only from approved suppliers (including manufacturers, wholesalers, and distributors). We estimate that approximately twenty percent (20%) of purchases required to open your Send Me a Trainer Business and twenty percent (20%) of purchases required to operate your Send Me a Trainer Business will be from us or from other approved suppliers or under our specifications.

Neither we nor our affiliates are approved suppliers and you are not required to purchase any products or services from us. No franchisor officer owns an interest in any supplier.

We and our affiliates may receive rebates from some suppliers based on your purchase of services and products and we have no obligation to pass them on to our franchisees or use them in any particular manner.

We may negotiate purchase arrangements with suppliers and distributors for the benefit of our franchisees and we may receive rebates or volume discounts from our purchase of equipment and supplies that we resell to you. We currently do not have any purchasing or distribution cooperatives.

During our last fiscal year, which ended December 31, 2021, we received \$27,186 (6.7% of our total revenue of \$403,977) in revenue from franchisees' required purchases and leases of products and services. No affiliate received revenue from franchisees' required purchases and leases of products and services in our fiscal year ending December 31, 2021.

Approval of New Suppliers

We may update the list of approved suppliers in the Franchise Web-Based Operations Manual. If you desire to have a non-approved supplier of a product or service designated as an approved supplier, you must submit samples of the supplier's products or services to us, along with a written statement describing why such products, services, or suppliers should be approved for use in the System. We do not make our supplier specifications and/or standards generally available to franchisees or suppliers. While we will be required to respond to a request within 60 days, we generally respond to a request for an additional approved supplier within seven days. Our written approval must be received before you use products not purchased from an approved supplier. We may revoke our approval at any time if we determine, in our discretion, that the supplier no longer meets our standards. When you receive written notice of a revocation, you must stop selling any disapproved products, and stop purchasing from any disapproved supplier.

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 Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 8	Items 11
b. Pre-opening purchases/leases	Sections 5 and 6	Items 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 5 and 6	Items 7 and 11
d. Initial and ongoing training	Sections 6, 7 and 9	Items 6,7 and 11
e. Opening	Sections 4, 6 and 8	Items 6,7,9 and 11
f. Fees	Sections 6, 7, 8, 9, 12, 13, 15 and 18	Items 5, 6 and 7
g. Compliance with standards and policies/Franchise Web-Based Operations Manual	Sections 1,4, 13 and 18	Items 8, 11, 12, 14 and <u>Exhibit F</u>
h. Trademarks and proprietary information	Sections 1, 3, 16 and 19	Items 13 and 14
i. Restrictions on products/services offered	Sections 1 and 13	Items 8 and 16
j. Warranty and customer service requirements	Sections 6 and 13	Items 1 and 11
k. Territorial development and sales quotas	Sections 4	Items 1, 11 and 12
l. Ongoing product/service purchases	Sections 12 and 13	Items 8 and 16
m. Maintenance, appearance, and remodeling requirements	Sections 8, 9 and 13	Items 7, 8 and 11
n. Insurance	Section 17.1	Items 6, 7 and 8
o. Advertising	Sections 12 and 14	Items 11, 13 and 14
p. Indemnification	Section 20 and Attachment A	Not Applicable
q. Owner’s participation/management and staffing	Sections 6, 9, 13 and 16	Items 11, 15 and 17
r. Records and reports	Section 17	Item 11
s. Inspections and audits	Section 18	Items 6 and 11
t. Transfer	Section 21	Item 17
u. Renewal	Section 5	Item 17

v. Post-termination obligations	Section 23	Item 17
w. Non-competition covenants	Sections 16 and 19	Item 17 and <u>Exhibit G-2</u>
x. Dispute resolution	Section 25	Item 17
y. Guarantee	Attachment C Section 4	Item 15

ITEM 10 FINANCING

COVID Relief Franchise Purchase Program

We currently offer qualifying franchisees a Purchase Plan for up to \$34,999 of the Initial Franchise Fee. Under this program, Franchisees pay us \$500 per month for 60 to 84 months. The implied maximum annual rate of interest is 7.42% which will represent profit to the Franchisor for being able to offer this program

Franchisees must qualify for this program and we may discontinue this program at any time. This program has limited availability.

In order to be considered for the COVID Relief Purchase Program applicants must:

- Be a personal trainer.
- Be 100% effective owners of the franchise.
- Not have liquid assets greater than \$75,000 or a net worth of more than \$200,000.
- Have a credit score of at least 680.
- MUST fill out our confidential information request form completely.

The loan is secured by a security interest in your franchise. However, if your business closes before the full amount is repaid, we will release you from the remaining amount due. If you otherwise default in making payments, you will also be in default of the Franchise Agreement, and we can accelerate the remaining payments and/or foreclose on our security interest. We can also charge you for our collection costs. We do not require you to waive defenses or other legal rights for this financing. We have no practice or intent to sell or assign this financing to any third party.

We will not hold any individual or principal of your organization liable for this loan, however we do reserve all rights against any business entity in regards to the collection of this debt.

Please see attachment E to the Franchise Agreement for our standard COVID Relief Purchase Program Loan Agreement.

Besides the COVID relief program, we do not offer financing to you.

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM AND TRAINING

Except as listed below, Send Me a Trainer Franchising LLC. is not obligated to provide you with any assistance.

Pre-opening Obligations

Before you open your Send Me a Trainer Business, we (or our designee(s)) will provide the following assistance and services to you:

1. Approve any commercial location, if you choose to have one, within your territory (See Franchise Agreement section 8.1). This location is optional and not a requirement for the franchise. If you do not find a location that we approve you must still operate your franchise without such a location. We will not refuse any reasonable request for a site location. We do not provide assistance with conforming commercial premises to local ordinances and building codes, obtaining any required permits, or constructing or remodeling the premises. We do not own premises and lease them to franchisees.

2. Provide access to an initial training program in Middletown, Delaware, online, or another location designated by us ("Initial Training Program") for up to two people. If you want to have additional persons attend the Initial Training Program, then you must pay to us a daily attendance fee in an amount set by us for each additional attendee (see Item 6). You must also pay the wages, travel, lodging, and living expenses of each required and additional attendee of yours. All persons who attend our Initial Training Program must complete it to our satisfaction. You may not employ a person that does not complete this Initial Training Program to our satisfaction (See Franchise Agreement – Section 6.1). Except for the Initial Training Program, we do not provide assistance with hiring and training your employees.

3. Make available to you online, the Franchise Web-Based Operations Manual. Prospective franchisees will be allowed to preview our franchise Operations Manual website with a representative of the Franchisor prior to signing a Franchise Agreement. (See Franchise Agreement 13.2)

4. Provide you with mandatory and discretionary specifications for the Send Me a Trainer Business, including standards and suggested criteria for design, image, and branding of the Location and other trade dress (See Franchise Agreement – 8.3, 8.5, 13.2 and 13.7).

5. Identify equipment, signs, fixtures, inventory, supplies, operating assets, computer systems, and other products and supplies that you must use to develop and operate your Send Me a Trainer Business; establish minimum standards and written specifications that you must satisfy while operating your Send Me a Trainer Business; and identify the designated and approved suppliers from whom you may be required to purchase and/or lease items for your Send Me a Trainer Business (See Franchise Agreement – Section 13.3, 13.4, 13.5 and 13.6). We do not deliver or install these items.

6. Provide you with materials and consultation in connection with the grand opening marketing for your Send Me a Trainer Business (See Franchise Agreement – Section 12.3.1).

7. Provide assistance in obtaining initial inventory (See Franchise Agreement – Section 7.6 and 7.7).
8. Establish temporary pricing (on selected training services), specials, loyalty programs and offers which you must accept. For any services or products that we have not set a price for, we reserve the right to set minimum or maximum pricing.

Schedule for Opening

The typical length of time between signing the Franchise Agreement or the payment of any fees and the opening of your Send Me a Trainer Business can vary from one to six months. Some factors which may affect this timing, are your ability to secure any necessary financing; your ability to obtain any necessary permits and certifications; the time to complete required training; the timing of the identifying of your Location (if required) and the completion of the leasehold improvements; the receipt of any inventory or equipment; and hiring and training of your staff.

You may operate your business from any location you chose either inside or outside your territory, such as a home-based office. If you chose a commercial location for your Send Me a Trainer franchise open to the public or your customers it must be in your protected territory. You may only offer services within your territory unless you have express written consent from us to do so.

Continuing Obligations

During the operation of your Send Me a Trainer Business, we (or our designee(s)) will provide the following assistance and services to you:

1. Inform you of mandatory standards, specifications and procedures for the operation of your Send Me a Trainer Franchise (See Franchise Agreement – Sections 9.3, 9.4, 13.1 and 13.2).
2. Upon reasonable request, provide advice regarding your Send Me a Trainer Business's operations based on reports or inspections. Advice will be given during our regular business hours and via written materials, electronic media, telephone, or other methods in our discretion (See Franchise Agreement – Sections 7.4 and 7.5).
3. Provide you with advice and guidance on advertising and marketing (See Franchise Agreement – Sections 12.2 and 12.3.1).
4. At our discretion, we may provide additional training to you for newly-hired personnel on the Send Me a Trainer brand and System guidelines, refresher training courses and additional training or assistance that, in our discretion, you need or request. You may be required to pay additional fees for this training or assistance (See Franchise Agreement – Sections 6 and 7).
5. Allow you to continue to use confidential materials, including the Franchise Web-Based Operations Manual and the Marks (See Franchise Agreement – Sections 8 and 9).

Optional Assistance

During the term of the Franchise Agreement, we (or our designee(s)) may, but are not required to, provide the following assistance and services to you:

1. Modify, update or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment or new techniques (See Franchise Agreement – Section 13).
2. Make periodic visits to the Send Me a Trainer Business for the purpose of assisting in all aspects of the operation and management of the Send Me a Trainer Franchise, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Send Me a Trainer Franchise, and detailing any problems in the operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then current training charges (See Franchise Agreement – Section 6).
3. Maintain and administer a Brand Fund. We may dissolve the Brand Fund upon written notice (See Franchise Agreement – Section 12.1).
4. Hold periodic national or regional conferences to discuss business and operational issues affecting Send Me a Trainer franchisee.

Advertising

Brand Fund

You must pay up to two percent (2%) of your Recurring Revenue Sales for the Brand Fund (“Brand Fund Contribution”). Your contribution to the Brand Fund will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Brand Fund, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Send Me a Trainer Businesses owned by us may or may not contribute to the Brand Fund on the same basis as franchisees.

The Brand Fund will be administered by us or our affiliate or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The Brand Fund will be in a separate bank account, commercial account or savings account.

We have complete discretion on how the Brand Fund will be utilized. We may use the Brand Fund for local, regional or national marketing; advertising; sales promotion and promotional materials; public and consumer relations; website development and search engine optimization; the development of technology for the System; and any other purpose to promote the Marks. We may use any media for disseminating Brand Fund advertisements, including direct mail, print ads, the Internet, social media, radio, billboards, and television. We may reimburse ourselves, our authorized representatives; or our affiliates from the Brand Fund for administrative costs; independent audits; reasonable accounting, bookkeeping, reporting and legal expenses; taxes; and all other direct or indirect expenses associated with the programs funded by the Brand Fund. We do not guarantee that advertising expenditures from the Brand Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We will not use the Brand Fund Contributions for advertising that is principally a solicitation for the sale of Franchises, but

we reserve the right to include a notation in any advertisement or website indicating “Franchises Available” or similar phrasing.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Brand Fund or to maintain, direct or administer the Brand Fund. Any unused funds that were collected in any calendar year will be applied to the following year’s funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable.

The Brand Fund is not audited. Upon written request, we will provide to you an annual accounting for the Brand Fund that shows how the Brand Fund proceeds have been spent for the previous year. As of the closing of our recently-concluded calendar year, we collected a minimal amount of monies for the Brand Fund, but have not yet spent any of those monies. As such, we rolled over those funds into this year’s Brand Fund.

Local and Digital Marketing

In addition to the Brand Fund Contributions, you agree, at your sole cost and expense, to participate and conduct local grass roots marketing initiatives. We require a minimum of \$2,000 per month towards local and digital marketing. This can include but not limited to organizing local community table events, and putting up yard signs in accordance with your local laws. The initial marketing kit in ITEM 7 will include the initial items that are needed for these initiatives. You should ensure that all local marketing is compliant with your local laws and regulations and proceed at your own risk.

In addition to the Brand Fund Contributions, you agree, at your sole cost and expense, to issue and offer such rebates, giveaways, and other promotions in accordance with advertising programs established by us, and further agree to honor the rebates, giveaways, and other promotions issued by other Send Me a Trainer Franchisees under any such program, so long as such compliance does not contravene any applicable law, rule or regulation. You will not create or issue any gift cards/certificates and will only sell gift cards/certificates that have been issued or sponsored by us and which are accepted at all Send Me a Trainer Businesses, and you will not issue coupons or discounts of any type except as approved by us.

You are not required to participate in any local or regional marketing cooperatives.

You must order sales and marketing material from us or our designated suppliers. It is a material breach of the Franchise Agreement to use other marketing material without obtaining our prior written approval. If you desire to use your own advertising materials, you must obtain our prior approval, which may be granted or denied in our sole discretion. We will review your request and we will respond in writing within 30 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of logos, Marks and other name identification materials must follow our approved standards. You may not use our logos, Marks and other name identification materials on items to be sold or services to be provided without our prior written approval. If we approve promotional items or services that will be sold in your Send Me a Trainer Business, those items or services must be in your Gross Sales, and will be subject to Royalties, Local Advertising Requirement, and the Brand Fund Contributions.

System Website

We have established a main website for Send Me a Trainer Businesses (“System Website”). Each Send Me a Trainer Business will have an individual Sitelet. Your Sitelet will include information relating to your specific Send Me a Trainer Business location and select content that we provide from our Website. Your Sitelet will also showcase Send Me a Trainer products and services. You agree to use the supplier designated in the Franchise Web-Based Operations Manual to establish your Sitelet. You may not establish or maintain any other website or engage in any other electronic marketing of products or services without our prior written approval. We reserve the right to change the requirements relating to your Sitelet at any time. You may be requested to provide content for our Internet marketing, and you must follow our intranet and Internet usage rules, policies and requirements.

You are required to follow our online policy, which is contained in our Franchise Web-Based Operations Manual. Our online policy may change as technology and the Internet changes. Under our online policy, we may retain the sole right to market on the Internet, including all use of websites, domain names, advertising, and co-branding arrangements. We may restrict your use of social media. We may not allow you to independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique with words or symbols similar to the Marks. We intend that any franchisee website will be accessed only through our home page.

As long as we maintain a System Website, we will have the right to use the Brand Fund assets to develop, maintain and update the Website. We may update and modify the Website from time to time. You must promptly notify us whenever any information on your listing changes or is not accurate. We have final approval rights of all information on the Website. We may implement and periodically modify System Standards relating to the Website.

We are only required to reference your Send Me a Trainer Business on the System Website while you are in full compliance with your Franchise Agreement and all System Standards. If you are in default of any obligation under the Franchise Agreement or System Standards, then we may temporarily remove references to your Send Me a Trainer Business from the System Website until you fully cure the subject default(s). You may not, without our prior written approval, develop, maintain or authorize any website that mentions or describes you, your Send Me a Trainer Business, or displays any of the Marks. If we approve your use of a website, including social media websites, we will reserve the right to require you to obtain our written approval of its initial content and as it is updated or modified from time to time. All social media accounts used by you in association with your Send Me a Trainer Business must have written approval from us or be set up by us and we must be designated as a permanent administrator and be given the ability to post and promote from any such account. If we develop a template or other standardized format and/or content for franchisee websites, you must agree to use our mediums. You may not sell products or services not approved by us in the Franchise Web-Based Operations Manual on your Send Me a Trainer Business website without our prior written approval (See Franchise Agreement – Section 13.4).

Advisory Council

We currently do not have, but may form, an advisory council (“Council”) to advise us on advertising policies. Members of the Council would consist of both franchisees and corporate representatives. Members of the Council would be selected by way of a voting method specified

in the Council's bylaws. The Council would serve in an advisory capacity only. We will have the power to form, change or dissolve the Council, in our sole discretion.

Computer System

You are required to purchase a computer system that consists of the following hardware and software: (a) Windows Desktop PC, Laptop with Windows 10 MacBook or Chromebook; a commercial quality laser or inkjet printer; and (b) mobile phone (c) access to QuickBooks online ("Computer System"). We estimate the cost of purchasing the Computer System will be between \$1,400 - \$3,000. The Computer System will manage the daily workflow of the Send Me a Trainer Business; coordinate the customer experience; manage accounts payable and receivable; document business accounting according to GAAP; manage labor and other information. You must record all Gross Sales on the Computer System. You must store all data and information in the Computer System that we designate, and report data and information in the manner we specify. The Computer System will generate reports on the Gross Sales of your Send Me a Trainer Franchise. You must also maintain a high-speed Internet connection at the Send Me a Trainer Business. In addition to offering and accepting Send Me a Trainer checks, you must use any credit card vendors and accept all credit cards and debit cards that we determine. The term "credit card vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet").

We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the Computer. You must arrange for installation, maintenance and support of the Computer System at your cost (See Franchise Agreement – Section 13.6). There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance repairs or upgrades relating to the Computer System. We estimate that your annual cost of maintaining, updating or upgrading the Computer System or its components will range from \$0 to \$100. We may revise our specifications for the Computer System periodically. You must upgrade or replace your Computer System at such time as specifications are revised. There is no limitation on the frequency and cost of this obligation.

We (or our designee(s)) have the right to independently access the electronic information and data relating to your Send Me a Trainer Franchise and to collect and use your electronic information and data in any manner, including to promote the System and the sale of Franchises. This may include posting financial information of each franchisee on an intranet website. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your Computer System remotely, in your Send Me a Trainer Business or from other locations.

Training

Initial Training

You and any designated manager or representative that we require must complete the Initial Training Program to our satisfaction before you open your Send Me a Trainer Business. We provide access to initial training at a no cost for up to up to two people. You must pay a \$2,000 fee for training each additional person. You and your designated manager must complete the training program to our reasonable satisfaction, as determined by the specific program instructors, before you are able to open your Send Me a Trainer Business. Initial training classes are held whenever necessary to train new franchisees. You will not receive any compensation or reimbursement for

services or expenses for participation in the Initial Training Program. You are responsible for all of your expenses to attend any training program, including lodging, transportation, food and similar expenses.

We will not provide general business or operations training to your employees or independent contractors; however, we may provide limited training on the Send Me a Trainer System and brand standards to your key employees. You will be responsible for training your employees and independent contractors, including any training on the day-to-day operations of the Send Me a Trainer Business. You will be responsible for hiring, training, directing, scheduling, and supervising your employees and independent contractors in the day-to-day operations of the Send Me a Trainer Business.

We plan to provide access to the training listed in the table below. We reserve the right to vary the length and content of the Initial Training Program based upon the experience and skill level of the individual attending the Initial Training Program.

TRAINING PROGRAM

Subject	Hours of Classroom Training (Hr)	Hours of On-The-Job Training (Hr)	Location
Send Me a Trainer, Foundations, Who we are and what makes us awesome!	3.7	1.0	Online, Middleton, Delaware or other locations.
Recruiting and Trainer Onboarding	2.5	1.5	Online, Middleton, Delaware or other locations.
Sales Process	5.6	1.5	Online, Middleton, Delaware or other locations.
Effective local marketing and business development systems	4.8	2.0	Online, Middleton, Delaware or other locations.
Client Fulfillment	1.2	1.0	Online, Middleton, Delaware or other locations.
Software - How the software systems work	1.5	0.0	Online, Middleton, Delaware or other locations.
Outsourcing	0.8	0.0	Online, Middleton, Delaware or other locations.
FAQ	1.0	0.0	
TOTAL	21.0	7.0	

Notes:

1. We reserve the right to vary the length and content of the Initial Training Program based upon the experience and skill level of the individual attending the Initial Training Program.

We will use the Franchise Web-Based Operations Manual as the primary instruction materials during the Initial Training Program.

2. Bary El-Yacoubi and Muhssin El-Yacoubi, our CEO and CFO, currently oversees our training program who brings more than 20 years of combined industry experience.
3. Other instructors will include experienced Send Me a Trainer tutors, administrative staff, managers and/or assistant managers. Each instructor will have a minimum of one year of experience with Send me a Trainer.

Ongoing Training

From time to time, we may require that you, designated managers and other employees attend system-wide refresher or additional training courses. Some of these courses may be optional while others may be required. If you appoint a new designated manager, that person must attend and successfully complete our Initial Training Program before assuming responsibility for the management of your Send Me a Trainer Business. If we conduct an inspection of your Send Me a Trainer Business and determine you are not operating in compliance with the Franchise Agreement, we may require that you attend remedial training that addresses your operational deficiencies. Our fee for additional training (Any training after the initial training) is \$500 per day. You may also request that we provide additional training (either at corporate headquarters or at your Send Me a Trainer Business).

In addition to participating in ongoing training, you will be required to attend an annual meeting of all franchisees at a location we designate and pay a convention fee, which is currently \$500 per person, if we hold an annual meeting of all franchisees. You are responsible for all travel and expenses for your attendees.

ITEM 12 TERRITORY

You will be awarded a protected territory with a population of up to 50,000 people for in-person services. We will increase your territory to include a population of up to 74,999 for the Territory Fee as described in ITEM 5. If the population of your desired protected territory exceeds 74,999, Send Me a Trainer will require you to purchase an additional Territory. Your territory will consist of adjacent zip codes and the population data will be gathered from the most recent US census data. You will not receive a protected territory for online services, as all franchisees can promote live online services nationwide.

The franchise is granted for the Territory rather than for a specific location. You are not required to have a physical commercial location for your Send Me a Trainer business. If you do establish a commercial location where employees or customers have access, the location must meet our standards. This physical location, if utilized, must be in your Territory and be approved by us prior to use.

You are prohibited from directly marketing to or soliciting customers whose principal residence is outside of your protected territory by any means including the internet, catalog sales, telemarketing or other direct marketing unless you have express written consent from us to do so. You may not perform any services or sell any products to anyone located outside your protected territory without our express written consent to do so.

During the term of the Franchise Agreement, if you are in compliance with the Franchise Agreement and you meet our minimum weekly sales requirements (below in Minimum Sales Requirements Chart), we will neither operate nor license another to operate a Send Me a Trainer Business using the Marks and System within the territory assigned to your Send Me a Trainer Business. The physical office location of other franchisees may be located within your territory, so long as they do not sell or offer any products or services or directly advertise to anyone located in your territory. For the purposes of sales credit and customer acceptance, you are obligated to verify that any instructional services or other services are performed only within the boundaries of your Territory. We have the right to charge you, and if applicable credit the appropriate franchisee for any service revenue derived from services performed outside your assigned Territory boundaries. The protection afforded under this paragraph relates solely to the operation of a Send Me a Trainer Business. We retain all other rights. Specifically, but not exclusively, we and/or our affiliates, licensees or designees have the right to: (i) operate and license others the right to operate Send Me a Trainer Businesses using the Marks and System outside the Territory; (ii) distribute products and services, now existing or developed in the future, in your Territory in the manner and through the channels of distribution as we, in our sole discretion, will determine.

You may relocate your territory if we approve of such a request, you are not in default of your franchise agreement, the requested territory does not infringe on any other Sent Me a Trainer's territory and you pay a fee to us of \$2,500.

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

We, and our affiliates, have the right to operate, and to license others to operate, Send Me a Trainer Businesses outside the Territory, even if doing so will or might affect the operation of your Send Me a Trainer Business. We retain the right, for ourselves and our affiliates, on any terms we deem advisable, and without granting you any rights:

1. to own, franchise or operate Send Me a Trainer Businesses outside of the Territory, regardless of the proximity to your Send Me a Trainer Business as long as the territories do not overlap;
2. to use the Marks and the System to sell any products or services similar to those which you will sell, through any alternate channels of distribution within or outside of the Territory. This includes, but is not limited to, other channels of distribution such as television, catalog sales, wholesale to unrelated retail outlets or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce;
3. to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering personal training related services, including within the Territory, which may be similar to or different from the Send Me a Trainer Business operated by you;

4. to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your Send Me a Trainer Business, wherever located;
5. to acquire and convert to the System operated by us, any businesses offering products and services similar to those offered by Send Me a Trainer Businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately-owned and whether located inside or outside of the Territory, provided that in such situations the newly-acquired businesses may not operate under the Marks in the Territory;
6. to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

We are not required to pay you if we exercise any of the rights specified above within your Territory. The continuation of the Territory is dependent upon your achievement of a certain sales volume, market penetration or other contingency. We do not pay compensation for soliciting or accepting orders inside your Territory.

If you wish to purchase an additional Send Me a Trainer Franchise, you must apply to us, and we may, at our discretion, offer an additional Send Me a Trainer Franchise to you. We consider a variety of factors when determining whether to grant additional Send Me a Trainer Franchises. Among the factors we consider, in addition to the then- current requirements for new Send Me a Trainer Franchisees, are whether or not the franchisee is in compliance with the requirements under their current franchise agreement.

You do not receive the right to acquire additional Send Me a Trainer Franchises within the Territory. You are not given a right of first refusal on the sale of existing Send Me a Trainer Franchises.

The continuation of the protections provided from us as described above for your territory is contingent upon your maintaining the minimum weekly gross sales levels shown in the chart below, beginning with the month of commencement of your business. We have the right not to enforce these minimum sales requirements.

Minimum Sales Requirements Chart


Period from commencement of Franchised Business	Minimum weekly Goss Sales
Months 1-12	No Minimum
Months 13-24	\$1,500
Months 25-48	\$3,000
Months 49-60	\$4,500
Month 61 and thereafter	\$5,500

Beginning with the 13th month of operation of the franchised business, you must maintain the Minimum Weekly Gross Sales requirement listed above during the term of this Agreement and all subsequent renewal agreements or extensions of your Franchise Agreement. In addition, you must achieve a sales growth CAGR (compounded annual growth rate) of at least 2% over the term of the Franchise Agreement, any renewal agreement or any extension. This CAGR is measured on a calendar basis beginning in the year your renewal agreement is signed. Send Me a Trainer may reduce the size of your territory or terminate your Franchise Agreement if you fail to maintain the sales level requirements, except in the event that local economic conditions and/or extenuating circumstances materially affect growth potential which, in our sole discretion, affects your ability to meet such sales growth levels, or if you fail to service all of the customers throughout the entire territory in a fair and equitable manner. Existing franchisees that are at the end of their current term, but do not meet the standard renewal conditions, may, at the discretion of Send Me a Trainer, be given a one-year term or an extension of their present agreement for an opportunity to improve their franchised business and meet the standard renewal conditions. (Franchise Agreement – Sections 4, 5.2 and 22.2)

The minimum weekly gross sales requirement is not intended to imply that you will experience revenues of any particular level.

ITEM 13 TRADEMARKS

The Franchise Agreement and your payment of Royalties grant you the non-exclusive right and license to use the System, which includes the use of the Marks. You may only use those Marks as designated by us in writing for your use, and you may use them only in the manner permitted by us. You may also use other future trademarks, service marks, and logos we approve to identify your Send Me a Trainer Franchise. We have registered the following Marks on the Principal Register of the United States Patent and Trademark Office (“USPTO”):

Trademark	Registration Number	Registration Date	Status
Send Me a Trainer	5438170	April 3 2018	Registered
 (running man icon)	5585672	October 16 2018	Registered

We have filed all affidavits required to date for these registrations. Neither of these registrations has yet come due for renewal.

The trademarks are owned by our affiliate, Bounce Fitness, LLC. We have a perpetual license for franchising of the trademark. If our perpetual license is terminated you may have to discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks; you must comply with our directions within a reasonable time after receiving notice. We may not, but have the option to, reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board or the trademark administrator of any state or any court. We know of no pending

infringement claims, oppositions, cancellation proceedings or any court proceeding regarding any of our trademarks, ownership of the above trademarks or that affect our ability to use the trademarks.

No agreement significantly limits our right to use or license the Marks in any manner material to the Send Me a Trainer Business. We do not know of any superior prior rights or infringing uses that could materially affect your use of the trademarks.

You must follow our rules when using the Marks. You cannot use our name or our affiliate's Mark as part of a corporate name or with modifying words, designs or symbols unless you receive our prior written consent. You must indicate to the public in any contract, advertisement and with a conspicuous sign in your Send Me a Trainer Business that you are an independently-owned and operated licensed franchisee of Send Me a Trainer Franchising 'LLC. You may not use the Marks in the sale of unauthorized products or services or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale or other disposition of the Send Me a Trainer Business, or any interest in the Franchise. All rights and goodwill from the use of the Marks accrue to us.

If it becomes advisable, at any time, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

We will defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks. If we learn of an infringing user, we will take the action appropriate, but we are not required to take any action if we do not feel it is warranted. You must notify us within three days if you learn that any party is using the Marks or a trademark that is confusingly similar to the Marks. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you.

If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must not directly or indirectly contest our right to the Marks. We may acquire, develop and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information in the Franchise Web-Based Operations Manual is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our

advertising materials, the content and format of our products, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Franchise Web-Based Operations Manual, our advertising materials, the content and format of our products or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information (“Copyrighted Works”) for the operation of your Send Me a Trainer Franchise, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are there any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works.

Our Franchise Web-Based Operations Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of, and experience in the development, operation and franchising of Send Me a Trainer Franchises, our training materials and techniques, information concerning product and service sales, operating results, financial performance and other financial data of Send Me a Trainer Franchises and other related materials are proprietary and confidential (“Confidential Information”) and are our property to be used by you only as described in the Franchise Agreement and the Franchise Web-Based Operations Manual. Where appropriate, certain information has also been identified as trade secrets (“Trade Secrets”). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Confidential Information and Trade Secrets.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your Send Me a Trainer Franchise during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Send Me a Trainer Franchises during the term of the Franchise Agreement.

You must notify us within three days after you learn about another’s use of language, a visual image, or a recording of any kind that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets, and we are not required to participate in the defense of, or provide indemnification to you in connection with, any proceeding related to the Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works,

Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding, or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets. If we require you to modify or discontinue use of the Copyrighted Works, Confidential Information or Trade Secrets, you must comply with all of our requirements.

No patents or patents pending are material to us at this time.

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

A Send Me a Trainer Franchise shall be managed by you, or if you are an entity, one shareholder, partner, or member who is a natural person designated in writing to us as the person to make all decisions for the franchisee entity and run the day to day operations for a minimum of 6 (six) months (“Designated Owner”). We may grant you the right to have a (“Designated Manager”) at any time prior to this 6 (six) month period which must be approved by us in writing.

After six months, you may appoint a designated manager (“Designated Manager”) to run the day-to-day operations of the Send Me a Trainer Business. The Designated Manager must successfully complete our training program. We may require that the Designated Manager have an ownership interest in the legal entity of the Franchise owner. If you replace a Designated Manager, the new Designated Manager may be required to satisfactorily complete our training program at your own expense.

If you are not an individual, you must designate an “Operating Principal” acceptable to us who will be principally responsible for communicating with us about the Send Me a Trainer Business. The Operating Principal must have the authority and responsibility for the day-to-day operations of your Send Me a Trainer Business and must have at least ten percent (10%) equity.

Any Designated Manager and, if you are an entity, an officer that does not own equity in the franchisee entity must sign the “System Protection Agreement,” the form of which is attached to this Franchise Disclosure Document in Exhibit G. All of your employees, independent contractors, agents or representatives that may have access to our confidential information must sign a confidentiality agreement (unless they already signed a System Protection Agreement), the current form of which is attached to this Franchise Disclosure Document in Exhibit G. If you are an entity, each owner (i.e., each person holding an ownership interest in you) must sign an Owners Agreement guaranteeing the obligations of the entity, in the form of which is attached to the Franchise Agreement as Attachment B. We also require that the spouses of the Franchise owners sign the Owners Agreement. The Owners Agreement contains a personal guaranty and covenant not to compete.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those products and services authorized by us, and which meet our standards and specifications. Authorized products may differ among our franchisees and may vary depending on the operating season and geographic location of your Send Me a Trainer Business or other factors. You must follow our policies, procedures, methods and techniques. You must sell or offer for sale all types of products and services specified by us, provided you or your Designated Manager has been certified to offer the products and services. We may change or add to our required products and services, at our discretion, with prior notice to you. There are no limits on our right to make such changes. If we change or add to our required products and services, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. You must discontinue selling and offering for sale any products and services that we disapprove. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions.

You may not sell products or services, or advertise products or services, within another franchisee’s territory. You may not establish an account or participate in any social networking sites or blogs or mention or discuss the Franchise, us or any of our affiliates, without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 5	10 Years
b. Renewal or extension of the term	Section 5	If you are in good standing and you meet other requirements, you may add one successor term of five years under the terms of our then current Agreement. The renewal fee will be 25% of the current Initial Franchise Fee
c. Requirements for franchisee to renew or extend	Section 5	Your successor franchise rights permit you to remain as a Franchisee after the initial term of your Franchise Agreement expires. A renewal means you sign a new franchise agreement to remain a franchisee after your initial term, you have met our requirements to renew, and we accept your request to do so. You must sign our then-current Franchise Agreement, which may have materially different terms and conditions and any ancillary documents for the successor term. This new franchise agreement may have higher Royalty and advertising contributions from the Franchise Agreement that covered your initial term.

d. Termination by franchisee	Section 22	You may terminate the Franchise Agreement if you are in compliance with it and we are in material breach, and we fail to cure that breach within 90 days of receiving written notice.
e. Termination by franchisor without “cause”	Not Applicable	Not Applicable.
f. Termination by franchisor with “cause”	Section 22	We can terminate upon certain violations of the Franchise Agreement by you.
g. Curable defaults	Section 22	If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Web-Based Operations Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of default, except for the defaults that require cure in a shorter time and non-curable defaults. If a default arises from your failure to maintain insurance, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of receiving our notice of your failure to maintain insurance. If a default arises from your failure to make payments due to us, you can avoid termination of the Franchise Agreement if you cure the default within 5 days of receiving our notice of default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate
h. Non-curable defaults	Section 22	Non-curable defaults: We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to timely establish, equip and begin operations of the franchised business; fail to have your Owner Operator satisfactorily complete training; fail to maintain all required professional licenses, permits and certifications for more than 5 business days; made a material misrepresentation or omission in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; after notice to cure, fail to refrain from activities, behavior or conduct likely to adversely affect either party or the Franchised Business; use the Web-Based Operations Manual, trade secrets or other confidential information in an unauthorized manner; if required, fail to have your owners (and members of their immediate families and households), officers, directors, managers, other executives, employees and professional staff, and other individuals having access to trade secrets or other confidential information sign nondisclosure and non-competition agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non-compete agreements; abandon the franchised business for 5 or more consecutive days; surrender or transfer control of the franchised business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of an Owner Operator following your death or disability; submit reports on 2 or more separate occasions understating any amounts due by more than 2%; insolvency; misuse or make unauthorized use of the Marks; fail on 2 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any affiliate; violate on 2 or more occasions any health, safety or other

		laws or operate the franchised business in a manner creating a health or safety hazard to customers, employees or the public; take any action reserved to us; fail to comply with applicable law after notice; if you commit three (3) or more curable defaults during the Term. repeatedly breach the franchise agreement or comply with specifications; or default under any other agreement with us (or an affiliate) so that we (or the affiliate) have the right to terminate the agreement; Default on a COVID Relief Purchase Program Loan.
i. Franchisee's obligations on termination/non-renewal	Sections 22 and 23	Obligations include complete de-identification; payment of amounts due; and return of confidential Franchise Web-Based Operations Manual, all Confidential Information, Trade Secrets and records.
j. Assignment of contract by franchisor	Section 23	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	Section 21	Includes any voluntary, involuntary, direct or indirect assignment, sale, gift, exchange, grant of a security interest or change of ownership in the Franchise Agreement, the Franchise or interest in the Franchise.
l. Franchisor approval of transfer by franchisee	Section 21	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 21	New owner must have sufficient business experience and financial resources to operate the Franchise; you must pay all amounts due; new owner and employees must complete the Initial Training Program; your landlord must consent to the transfer of the lease; you must pay transfer fee; you must sign a general release in favor of us; new owner must agree to bring the Send Me a Trainer Business up to current standards; new owner signs a new franchise agreement in the then-current form; you must sign a non-compete agreement not to engage in a competitive business for two years within 15 miles of that Franchise or another Send Me a Trainer Franchise.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 21	We have 30 days to match any offer for your Send Me a Trainer Business.
o. Franchisor's option to purchase franchisee's business	Section 24	We may, but are not required to, purchase your Send Me a Trainer Franchise, inventory, or equipment at fair market value if your Send Me a Trainer Franchise is terminated for any reason by giving you written notice of our intent to exercise this option within 30 days after the date of termination or expiration of the Franchise Agreement.
p. Death or disability of Franchisee	Section 21.4	The Franchise Agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Franchise Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.

q. Non-competition covenants during the term of the Franchise	Section 16.3	Neither you, your principal owners, nor any immediate family members of you or your principal owners may participate in a diverting business, have no owning interest in, loan money to, or perform services for a competitive business anywhere. You may not interfere with our or our other franchisees' Send Me a Trainer Franchise(s).
r. Non-competition covenants after the Franchise is terminated or expires	Section 16.4	Owners and their spouses cannot have any direct or indirect interest in, own, manage, operate, finance, control or participate in any competitive business within a 15-mile radius of your Send Me a Trainer Business
s. Modification of agreement	Sections 7, 9 and 19	No modifications of the Franchise Agreement during the term unless agreed to in writing, but the Franchise Web-Based Operations Manual is subject to change at any time in our discretion. Modifications are permitted on renewal.
t. Integration/merger clause	Section 25.8	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 25	Except for certain claims, all disputes must be mediated and arbitrated in Middletown, Delaware.
v. Choice of forum	Section 25	All disputes must be mediated, arbitrated, and if applicable, litigated in Middletown, Delaware (subject to applicable state law).
w. Choice of law	Sections 16, 19 and 25	Delaware law applies (subject to applicable state law).

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote our Franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of franchise-owned Send Me a Trainer Businesses, except as stated below.

Franchisee Location’s Gross Revenues and Selected Expenses

During the period of January 1, 2020 to December 31, 2021, we signed 15 franchise agreements for a total of 28 franchise territories. One franchisee, based in North Carolina, was open and operating, in a single territory, for the entire calendar years of 2020 and 2021. That franchisee provided us with the following historical revenue and certain operating expense information, which allows us to make the following financial performance representation:

	January 1, 2020 – December 31, 2020	January 1, 2021 – December 31, 2021	Year-over-Year Location Growth
Gross Revenue	\$190,915	\$265,993	+39%
Total Expenses	\$104,585	\$159,175	
Net Profit	\$86,330	\$106,818	
Profit Margin	45%	40%	

We prepared the information above from information provided by our franchisee that was operating for all of 2020 and 2021. These reported results are not audited, and we have not independently verified data provided by the franchisee referenced herein, although we believe their information to be accurate.

Former Affiliate-Operated Location’s Gross Revenues and Selected Expenses

Until December 31, 2017, our affiliate, Bounce Fitness (disclosed in Item 1), operated two locations, in Washington, D.C. and Doha, Qatar. Below, is the historical revenue and certain operating expenses for our Washington, D.C. affiliate-operated location, which we ceased operating in 2017, in an effort to focus on franchising:

	January 1, 2017 – December 31, 2017
Gross Revenue	\$486,154
<i>Training Costs</i>	\$179,255
Gross Profit	\$306,899
Gross Profit Margin	63.1%
Total Expenses	\$25,424
Net Profit before Imputed Costs	\$281,475
<i>Imputed Costs</i>	
<i>Royalties (6%)</i>	\$29,169
<i>Brand Fund (2%)</i>	\$9,723
<i>Technology and Software Fee</i>	\$6,120
<i>Local Marketing</i>	\$24,000
Total Imputed Costs	\$69,012
Net Profit after Imputed Costs	\$212,463
Profit Margin after Imputed Costs	43.7%

Unlike our franchised location, which opened in 2020, our Washington, D.C.-based affiliate began operating in 2007, and the above represents the results of a more-established operating location.

Notes:

1. “Gross Sales” as used in this Item 19 includes all sales and revenue but excludes refunds, chargebacks, credits and allowances given to customers.

2. “Training Costs” is all payroll, payroll taxes, and payments to subcontractors, including payments to any trainers for the services.

3. “Gross Profit” as used in this Item 19 means Gross revenue minus Training Costs (as defined herein).

4. “Gross Profit Margin” as used in this Item 19 means “Gross Profit” divided by “Gross Sales” multiplied by 100.

5. “Total Expenses” as used in this Item 19 are all expenses incurred by our affiliate, besides Trainer Costs, depreciation, interest, taxes, and amortization.

6. “Imputed Costs” as used in this Item 19 means any cost we require franchisees to pay on an ongoing basis, which our affiliate did not pay. Additional information regarding Imputed Costs can be found in Item 6 of this Disclosure Document. Imputed Costs include:

- i. “Royalties” are equal to 6% of Gross Sales or \$150 per week, whichever is greater;
- ii. “Brand Fund” contributions, which are equal to 2% of Gross Sales;
- iii. “Technology and Software Fee,” which is \$500 per month, plus \$10 per email address per month. This disclosure assumes only one email address per month;
- iv. “Local Marketing” is the minimum “Local and Digital Marketing Requirement” set forth in Item 6 of this Disclosure Document, which requires a minimum of \$2,000 per month to be spent on advertising.

7. “Net Profit after Imputed Costs” as used in this Item 19 means Gross Sales minus all ordinary and necessary expenses associated with the Send Me a Trainer business, including Imputed Costs (as defined herein).

8. “Net Profit after Imputed Costs” as used in this Item 19 means “Net Profit after Imputed Costs” divided by “Gross Sales” multiplied by 100.

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

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you’ll sell as much.

As stated above, the information provided herein is based on historic revenue and projections. The information is not a forecast of future potential performance.

We recommend that you make your own independent investigation to determine whether or not the Franchise may be profitable and that you consult with an attorney and other advisors prior to executing the Franchise Agreement.

Other than the preceding financial performance representation, we do not make any financial performance 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 our Chief Financial Officer, Muhssin El-Yacoubi, at (888) 286-9819, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**System-wide Outlet Summary for
Years 2019 – 2021**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	0	0
	2020	0	1	+1
	2021	1	24	+23
Company-Owned	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Total Outlets	2019	0	0	0
	2020	0	1	+1
	2021	1	24	+23

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) for Years 2019 – 2021

State	Year	Number of Transfers
Totals	2019	0
	2020	0
	2021	0

Table No. 3
Status of Franchised Outlets for Years 2019 – 2021

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
California	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
Connecticut	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	6	0	0	0	0	6
Florida	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Maryland	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
New Jersey	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
North Carolina	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	2	0	0	0	0	3
South Carolina	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Tennessee	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Texas	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3

Virginia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
Total	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	23	0	0	0	0	24

Table No. 4
Status of Company-Owned
Outlets for Years 2019 – 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Total	2018	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0

Table No. 5
Projected Openings for 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
Florida	2	4	0
California	1	1	0
Ohio	1	3	0
New Jersey	1	2	0
Total	5	10	0

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit C. The name and last known address and telephone number of every current franchisee and every franchisee who has had a Send Me a Trainer Franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one-year period ending December 31, 2021, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit C. During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience

with the Send Me a Trainer Franchise System. If you buy a Send Me a Trainer Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific Franchise organizations.

ITEM 21 FINANCIAL STATEMENTS

Exhibit “B” to this disclosure document contains:

1. Our audited balance sheets as of December 31, 2021, December 31, 2020, and December 31, 2019 and the related audited statements of operations, changes in member’s equity (deficit), and cash flows for the years ended December 31, 2021, December 31, 2020, and December 31, 2019, and the related notes to the financial statements. Our fiscal year end is December 31.

ITEM 22 CONTRACTS

Exhibit A	Franchise Agreement
Exhibit F	State Addenda and Agreement Riders
Exhibit G	Contracts for use with the Send Me a Trainer Franchise

ITEM 23 RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit I, are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

EXHIBIT A

FRANCHISE AGREEMENT

Send Me a Trainer 

FRANCHISE AGREEMENT

SEND ME A TRAINER FRANCHISING LLC FRANCHISE AGREEMENT

This Send Me a Trainer Franchising LLC Franchise Agreement (this "Agreement") is entered into this_ day of _____, 2022 (the "Effective Date") between Send Me a Trainer Franchising LLC, a Delaware limited liability company ("We" or "Us") and _____, a(n) _____ ("You").

WITNESSETH:

WHEREAS, as the result of the expenditure of time, skill, effort and money, we have developed and own a unique and distinctive proprietary system under the name "Send Me a Trainer" offering In-Home personal training services, group fitness classes, and corporate fitness programs at public and private locations (hereinafter, collectively, the "System");

WHEREAS, the distinguishing characteristics of the System include, without limitation, color scheme; proprietary products and curriculum; proprietary classes and special camps; uniform standards, specifications, and procedures for operations; proprietary trade practices, trade dress and know-how; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by us from time to time;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Send Me a Trainer" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (hereinafter referred to as "Marks", and, together with the System and the Manual (defined below), collectively, the "Intellectual Property");

WHEREAS, we will continue to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service;

WHEREAS, you understand and acknowledge the importance of our high standards of quality, cleanliness, appearance and service and the necessity of operating the business franchised hereunder in conformity with our standards and specifications; and

WHEREAS, you desire to use the System in connection with the operation of a Send Me a Trainer franchise in the territory accepted by us as herein provided, as well as to receive the training and other assistance provided by us in connection therewith.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are true and correct and are hereby incorporated by reference into this Agreement. You hereby warrant, represent, covenant, and acknowledge to us that:

You have had no part in the creation or development of the System, the Marks or any other proprietary information provided by us.

You are entering into this Agreement after having made an independent investigation of our operations, and not upon any representation as to the sales, profits, or earnings which you might realize.

We have not made any representations or promises to you which are not contained in this Agreement or the Franchise Disclosure Document you received, and you have not relied upon, nor have we made, any warranties, expressed or implied, as to the potential success of the business contemplated herein.

You understand that the System is continually evolving and that we have the right to make changes therein from time to time as we may deem appropriate.

Our obligations and your rights pursuant to this Agreement are expressly conditioned upon the truth of the warranties and representations set forth above at the time of execution of this Agreement, their continued truth throughout the initial term of this Agreement, and any renewals or extensions of this Agreement.

2. DEFINITIONS.

Capitalized terms used in this Agreement are defined in the body of this Agreement.

3. GRANT OF FRANCHISE.

We hereby grant you a franchise (your “Franchise”) for the right and license to develop, own and operate a Send Me a Trainer business to operate In-Home personal training services, group fitness classes, and corporate fitness programs at public and private locations (a “Send Me a Trainer Business”). You will operate your Franchise within a territory that we approve. We reserve all rights not expressly granted to you.

Nothing contained herein accords you any right, title or interest in or to the Marks, System, marketing and operational techniques, service concepts, proprietary information or goodwill of ours, except such rights as may be granted hereunder. THIS AGREEMENT GRANTS YOU ONLY THE RIGHT TO OPERATE THE FRANCHISED BUSINESS AT YOUR OUTLET AND NOWHERE ELSE UNLESS WE SPECIFICALLY ALLOW YOU TO OFFER SEND ME A TRAINER SERVICES AND PRODUCTS ELSEWHERE. ALL OTHER RIGHTS ARE RETAINED BY AND RESERVED TO US.

We reserve the right to develop other systems involving similar or dissimilar services or goods, under dissimilar service marks, trademarks and trade names belonging to us, without necessarily granting you any rights in those systems. We reserve all rights to market and sell SEND ME A TRAINER Services and Products through other channels of distribution anywhere, including within your Territory.

4. TERRITORIAL RIGHTS AND LIMITATIONS.

With respect to in-person services, only, this Agreement grants you a protected territory (“Territory”), which means that during the term of the Franchise Agreement, we will not establish or franchise others to establish another Send Me a Trainer Business within your Territory nor allow another Send Me a Trainer Business to perform services within your trade area. You will not receive a protected territory for online services, as all franchisees can promote live, online services nationwide.

The population data contained in this section of the agreement will be calculated from the most recent census data from the census.gov website. We make no claims of the accuracy the data contained on the census.gov website but you agree to allow this data for use in determining your territory. Your territory will contain only a zip code or adjacent zips codes creating a territory with a population of individuals up to 74,999. For a Territory over 50,000 individuals you must pay us a Territory fee described in Section 5 of this agreement. For areas with a population over 74,999 you must sign an additional agreement.

For the purposes of sales credit and customer acceptance, you are obligated to verify that any services or instructions are performed only within the zip code boundaries of your Territory. We have the right to charge you, and if applicable, credit the appropriate franchisee for any service revenue derived from services performed outside your assigned territory boundaries.

Beginning with the 13th month of operation of the franchised business, you must maintain the Minimum Weekly Gross Sales requirement listed below during the term of this Agreement and all subsequent renewal agreements or extensions of your Franchise Agreement. In addition, you must achieve a sales growth CAGR (compounded annual growth rate) of at least 2% over the term of the Franchise Agreement, any renewal agreement or any extension. This CAGR is measured on a calendar basis beginning in the year your renewal agreement is signed. Send Me a Trainer may reduce the size of your territory if you fail to maintain the foregoing sales level requirements, except in the event that local economic conditions and/or extenuating circumstances materially affect growth potential which, in our sole discretion, affects your ability to meet such sales growth levels, or if you fail to service all of the customers throughout the entire territory in a fair and equitable manner.

Period from commencement of Franchised Business	Minimum weekly Gross Sales
Months 1-12	No Minimum
Months 13-24	\$1,500
Months 25-48	\$3,000
Months 49-60	\$4,500
Month 61 and thereafter	\$5,500

5. TERM AND RENEWAL.

5.1. Generally. The term of this Agreement will begin on the Effective Date and expire ten (10) years thereafter (the “Term”). If this Agreement is the initial franchise agreement for your Business, you may enter into a maximum of one (1) successor franchise agreement (each, a “Successor Agreement”) as long as you meet the conditions for renewal specified below. The Successor Agreement shall be the current form of franchise agreement that we use in granting Send Me a Trainer franchises as of the expiration of the Term. If at the time of such expiration of the Term, we are not granting franchises, then the Successor Agreement will be in a form selected by us which previously shall have been delivered to and executed by a franchisee or licensee of us. The terms and conditions of the Successor Agreement may vary materially and substantially from the terms and conditions of this Agreement. A renewal term will be five (5) years, for a maximum total term of 15 years (although the parties may mutually agree to renew the franchise for an additional period of time beyond the 15-year contractual period). You will have no further right to operate your Business following the expiration of the final renewal term unless we grant you another franchise at our sole discretion. If this Agreement is a Successor Agreement, the renewal provisions in your original franchise agreement will dictate the length of the Term of this Agreement as well as your remaining renewal rights, if any.

5.2. Renewal Requirements. In order to enter into a Successor Agreement, you and the Owners (as applicable) must: (i) notify us in writing of your desire to enter into a Successor Agreement not less than 120 days nor more than 180 days before the expiration of the Term; (ii) not be (nor, if an Entity, your Owner(s) be) in default under this Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or the time you sign the Successor Agreement; (iii) sign the Successor Agreement and all ancillary documents that we require franchisees to sign; (iv) sign a General Release in form and substance satisfactory to us; (v) complete any required refresher training program; (vi) if we require, purchase new equipment to comply with our then current standards and specifications; (vii) have the right under your lease to maintain possession of your premises for the duration of the renewal term; (viii) take any additional action that we reasonably require.; and (ix) pay us a renewal fee of 25% of the then current initial franchise fee. If you are at the end of your current term, but do not meet the standard renewal conditions in Section 4, you may, at the discretion of Send Me a Trainer, be given a one-year term or an extension of your present agreement for an opportunity to improve your franchised business and meet the standard renewal conditions.

5.3. Interim Term. If you do not sign a Successor Agreement after the expiration of the Term and you continue to accept the benefits of this Agreement, then at our option, this Agreement may be treated either as: (i) expired as of the date of the expiration with you then operating without a franchise to do so and in violation of our rights; or (ii) continued on a month-to-month basis (the “Interim Term”) until either party provides the other party with 30 days’ prior written notice of the party’s intention to terminate the Interim Term. In the latter case, all of your obligations will remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations and restrictions imposed on you upon the expiration or termination of this Agreement will be deemed to take effect upon the termination of the Interim Term.

Except as otherwise permitted by this Section 5, you have no right to continue to operate your Franchise following the expiration of the Term.

6. TRAINING AND CONFERENCES.

6.1. Initial Training Program. The Designated Manager and all of your employees that we specify will be given access to our initial training program. They must successfully complete our initial training program within 90 days after the Effective Date. We will provide initial tuition-free training for a total of two (2) individuals. We will train additional persons at a tuition rate of two thousand dollars (\$2,000) per person. You, if you are an individual (or at least one of your shareholders or members if you are a corporation or limited liability company), must attend and complete the initial training program to our satisfaction. For no additional fee, we will also provide you with access to our training team on an “as needed” basis via telephone and Internet. Our representative will be available during normal business hours by phone and e-mail.

6.2. On-Site Training. If you request, that we provide on-site training at your Franchise and we agree to do so, you agree to reimburse us for all reasonable travel, meals, lodging and other expenses that we incur in providing the on-site training. You must also pay us a per trainer fee that starts at five hundred (\$500) per day per trainer that we send to you for this training. These amounts are due 10 days after invoicing.

6.3. Other Training. If you request that we provide training for you or your employees and we agree to do so. You must pay us a per trainer fee that starts at five hundred (\$500) per day per trainer for this training. You agree to pay for all reasonable travel, meals, lodging and other expenses that you incur while training. These amounts are due 10 days after invoicing.

6.4. Conferences. We may, in our sole discretion, hold a mandatory annual conference at our headquarters or at a location we determine, no more than once per year, which will last approximately one to three (1 to 3) days. We will determine the topics and agenda of the annual conference, which generally will include updating our franchisees on new developments affecting them and exchanging information between our franchisees and our personnel concerning the operations and programs of the System. You must pay us five hundred (\$500) to attend this conference. We reserve the right to increase the cost of this as our costs may increase to implement it.

6.5. Expenses. You are responsible for all food, lodging and travel costs that your Owners and employees incur while attending any training program or conference.

7. OTHER FRANCHISOR ASSISTANCE.

7.1. Training. We will provide access to the training described in Section 6 of this Agreement.

7.2. Manual. During the Term, we will grant you electronic access to our confidential and proprietary Send Me a Trainer Operations Manual (the “Manual”). The Manual will help you establish and operate your Franchise. The information in the Manual is confidential and proprietary and may not be disclosed to third parties without our prior approval.

7.3. Additional Assistance Upon Request. Upon your written request, we may provide additional assistance or training to you at a mutually convenient time. If we agree to provide this additional assistance or training at your Franchise, you must reimburse us for all costs that we incur for food, lodging and travel. These expense reimbursements are due 10 days after invoicing.

7.4. General Guidance. Based upon our periodic inspections of your Franchise or reports that you submit to us, we will provide our guidance and recommendations on ways to improve the marketing and/or operation of your Franchise.

7.5. Send Me a Trainer Network Systems. We will provide you with access to our integrated web-based business management system that will assist you in operating your Franchise, including (if available) our corporate Intranet from which you can connect to all aspects of the Send Me a Trainer Network System. We reserve the right to modify, update, supplement, eliminate or replace the Send Me a Trainer Network System or any of its components and you agree to do the same upon notice from us. Currently, you must pay various licensors initial and ongoing license fees to use the various programs that comprise the Send Me a Trainer Network System other than the corporate Intranet system (for which you pay our affiliate a \$500 monthly plus \$10 per month for each email address as a Technology and Software Fee, which is subject to change).

7.6. Website and Social Media. We will maintain the Send Me a Trainer website to promote the services

and products offered at Send Me a Trainer Businesses. We will include the information about your Franchise that we deem appropriate. We may modify the content of and/or discontinue the website at any time in our sole discretion. We will include a zip locator and a link to your personal Send Me a Trainer Franchise Website (your "Sitelet"). Your Sitelet will include information relating to your specific business location and select content that we provide from our Website. Your Sitelet will also showcase the Send Me a Trainer products and services. We establish and set up your Sitelet. You may not establish or maintain any other Website or engage in any other electronic marketing of products or services without our prior written approval. We reserve the right to change the requirements relating to your Sitelet at any time. You may not create a social media account in association with your Send Me a Trainer franchise without express written consent. In the event where we see it necessary to create a social media account for your location we will create it or authorize you to create it and we must be given permanent administrative access to all social media accounts in order for us to post, publish and promote content as we determine.

7.7. Purchase Agreements. We may, but need not, negotiate purchase agreements with suppliers to obtain discounted prices for us and Send Me a Trainer franchisees. If we succeed in negotiating a purchase agreement, we will arrange for you to be able to purchase the goods directly from the supplier at the discounted prices that we negotiate (subject to any rebates the supplier pays to us). We may also purchase certain items from suppliers in bulk and resell them to you, plus shipping fees.

7.8. Private Label Goods. We may, but need not, develop Send Me a Trainer branded products and merchandise for sale at your Franchise. If we do so, you agree to maintain a reasonable inventory of these items at your Franchise at all times.

8. ESTABLISHING YOUR FRANCHISE

8.1. Site Selection. You are not required to have a physical commercial location for your Send Me a Trainer business. If you do establish a commercial location where employees or customers have access you must meet our standards as set in our operation manual. This location, if utilized, must be in your territory and be approved by us prior to use. You may operate your Send Me a Trainer business from any location if it is not open to the public or your customer.

8.2. Operating Assets. You agree to use in your operations of Send Me a Trainer Franchise, and only those Operating Assets that we approve for Send Me a Trainer Franchises as meeting our specifications and standards for quality, design, appearance, function, and performance. You agree to place or display in the business or vehicles (interior and exterior) only the signs, emblems, lettering, logos, and display materials that we approve from time to time. You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us and/or our affiliates).

8.3. Telephone. You must obtain a new telephone number with "call-waiting service" and telephone listing at your expense, to be listed under the Send Me a Trainer name and not under your corporate, limited liability company, or individual name, to be used exclusively in connection with your operation of the business. Upon the expiration, transfer or termination of this Agreement for any reason, you will terminate your use of such telephone number and listing and assign the same to us or our designee. You must answer the telephone in the manner we specify in the Operations Manual.

8.4. Computer Software and Hardware. You will purchase and use any and all computer software programs ("Software") which we have developed or may develop and/or designate for use for the System and will purchase such computer hardware as we designate and as may be necessary for the efficient operation of the Software. We have the right to require you to update or upgrade computer hardware components and/or Software as we deem necessary from time to time but not more than once per calendar year. In addition, we have the right to require you to enter into a separate maintenance agreement for such computer hardware and/or Software.

8.5. Opening. You must open your Franchise to the public within 90 days after the Effective Date. You may not open your Franchise before: (i) successful completion of the initial training program by your Designated Manager; (ii) you purchase all required insurance and provide insurance certificates naming Send Me a Trainer Franchising LLC as an additional insured; (iii) you obtain all required licenses, permits and

other governmental approvals and a copy of all such license, permits and approvals are in your business files or are displayed when required. We may conduct a pre-opening inspection of your Franchise and you agree to make any changes we require before opening. **BY VIRTUE OF OPENING YOUR FRANCHISE, YOU ACKNOWLEDGE THAT WE HAVE FULFILLED ALL OF OUR PRE- OPENING OBLIGATIONS TO YOU.**

8.6. Initial Equipment & Supplies. You are required to purchase from us or our supplier(s) an initial inventory of required instructional equipment, and supplies. This may include computers and related supplies and other items as deemed necessary. In addition, you will be required to purchase locally, equipment and supplies in the amount of approximately \$500 for a total initial equipment & supplies purchase of approximately \$1,400 to \$3,000. You will also need to purchase the initial startup marketing kit ranging from \$2,000 to \$5,000 that will include all the items that you need to start your local marketing initiatives.

9. MANAGEMENT AND STAFFING.

9.1. Owner Participation. You acknowledge that a major requirement for the success of your Business is the active, continuing, and substantial personal involvement and hands-on supervision by your Designated Manager. The Designated Manager must at all times be actively involved in the operation of the Business on a full-time basis for the first full six (6) months of operations unless we authorize you to delegate management functions to a Manager. Any new Designated Manager that we approve must successfully complete the initial training program pursuant to Section 6.1. The Designated Manager must be the owner, member of the managing LLC, officer of the managing corporation unless otherwise authorized in writing by us.

9.2. Managers. You may hire a manager to assume responsibility for the daily supervision and operation of your Business (a “Manager”), but only if: (i) we approve the Manager in our commercially reasonable discretion; (ii) the Manager meets our minimum qualifications and requirements for managers (including holding all licenses necessary to manage the Franchise); (iii) the Manager successfully completes the initial training program; (iv) the Manager signs a Brand Protection Agreement; and (v) the Designated Manager agrees to assume responsibility for the supervision and operation of your Business if the Manager is unable to perform his or her duties due to death, disability, termination of employment, or for any other reason, until such time that you obtain a suitable replacement Manager.

9.3. Employees. You must hire, train, and supervise honest, reliable, competent and courteous employees for the operation of your Franchise. You must pay all wages, commissions, fringe benefits, worker’s compensation premiums and payroll taxes (and other withholdings required by law) due for your employees. These employees will be employees of yours and not of ours. You must ensure that a sufficient number of trained employees are available to meet the operational standards and requirements of your Franchise at all times. You must ensure that your employees perform their duties in compliance with the terms of the Manual and any other materials applicable to employees that we communicate to you. You may give your employees only the minimum amount of information and material from the Manual that is necessary to enable them to perform their assigned tasks. You must ensure that your employees do not make or retain any copies of the Manual or any portion of the Manual. We do not control the day to day activities of your employees or the manner in which they perform their assigned tasks. We also do not control the hiring or firing of your employees. You have sole responsibility and authority for all employment related decisions, including employee selection and promotion, hours worked, rates of pay and other benefits, work assignments, training and working conditions. You must require that your employees review and sign the acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee that you are his or her sole employer.

9.4. Interim Manager. We have the right, but not the obligation, to designate an individual of our choosing (an “Interim Manager”) to manage your Franchise if either: (i) your Designated Manager ceases to perform the responsibilities of a Designated Manager (whether due to retirement, death, disability, or for any other reason) and you fail to find an adequate replacement Designated Manager within 30 days; or (ii) you are in material breach. The Interim Manager will cease to manage your Franchise at such time that you hire an adequate replacement Designated Manager who has completed training, or you cure the material breach, as applicable. The Interim Manager will have no liability to you except for gross negligence or willful misconduct. We will have no liability to you for the activities of an Interim Manager unless we are grossly

negligent in appointing the Interim Manager.

10. FRANCHISEE AS ENTITY.

If you are an Entity, you agree to provide us with a list of all of your Owners. All Owners of the Entity (whether direct or indirect) are jointly and severally responsible for the Entity's performance of this Agreement and each Owner is bound by all of the terms of this Agreement. Upon our request, you must provide us with a resolution of the Entity authorizing the execution of this Agreement, a copy of the Entity's organizational documents and a current Certificate of Good Standing (or the functional equivalent thereof). You represent that the Entity is duly formed and validly existing under the laws of the state of its formation or incorporation, and, if different, duly authorized as a foreign entity to conduct business in the state in which your Franchise is located. The Entity's organizational documents must incorporate the transfer restrictions set forth in this Agreement as they pertain to a transfer of an interest in the Entity. Your Entity shall not use the name "Send Me a Trainer" in the name of any such Entity or as part of any domain name or as part of an e-mail address, as it is a protected name. You will not be allowed to open a franchise with us as a sole proprietor or partnership.

11. FRANCHISE OWNER AGREEMENT.

If you are an Entity, all Owners (whether direct or indirect) and their spouses must sign a Franchise Owner Agreement.

12. ADVERTISING & MARKETING.

12.1. Brand Fund.

12.1.1. Permitted Uses. We reserve the right to establish and maintain a brand and system development and compliance fund (the "Brand Fund"). The Brand Fund may be used for any of the following purposes ("Permitted Activities"): (i) marketing, advertising and promotional materials (including social media); (ii) public and consumer relations and publicity; (iii) brand development; (iv) website, software and technology development and search engine optimization; (v) research and development of new equipment, technology, products, services, therapies and treatments; (vi) research and monitoring of laws and regulations applicable to Send Me a Trainer Businesses; (vii) development and implementation of quality control programs; (viii); improvements to the System; (ix) and any other programs or activities that we deem necessary or appropriate to promote and improve the Send Me a Trainer brand and the System or to improve the overall quality and legal compliance associated with the System. We will not use any fees deposited into the Brand Fund to defray any of our general operating expenses, except for such reasonable salaries (allocated based on time spent on Permitted Activities), administrative costs and overhead as we may incur in activities reasonably related to the administration of the Brand Fund and the Permitted Activities (which may include, without limitation: conducting market research, preparing and conducting television, radio, magazine, billboard, newspaper and other media programs and activities and employing advertising agencies, collecting and accounting for contributions to the Brand Fund, and paying for the preparation and distribution of financial accountings and marketing materials).

12.1.2. Administration. We will administer the Brand Fund. We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location and all other matters pertaining to any marketing or promotional activities paid for by the Brand Fund. We also have sole discretion in determining the other Permitted Activities paid for by the Brand Fund, provided that there is a reasonable relationship between these activities and overall efforts to improve or promote the System. Any surplus of funds in the Brand Fund may be invested and we may lend money to the Brand Fund if there is a deficit. The Brand Fund is not a trust and we have no fiduciary obligations to you with respect to our administration of the Brand Fund. We have no obligation to make expenditures in your market area that are proportionate or equivalent to your contributions to the Brand Fund. A financial accounting of the operations of the Brand Fund,

including deposits into and disbursements from the Brand Fund, will be prepared annually and made available to you upon request.

12.1.3.Contributions. On each Tuesday day of each week, you must pay us two percent (2% of your previous week's Gross Sales, which we will deposit into the Brand Fund. We will deposit into the Brand Fund contributions paid by you and other franchisees. Any company-owned Send Me a Trainer Business may contribute to the Brand Fund on the same basis as our franchisees. However, if we modify the amount or timing of the contributions that must be made to the Brand Fund, any company-owned Send Me a Trainer Business that is established or acquired after the modification may contribute to the Brand Fund utilizing the modified amount or timing.

12.2. Marketing Assistance from Us. We will assist you in formulating your grand opening marketing activities. We may create and make available to you advertising and other marketing materials for your purchase. We may use the Brand Fund to pay for the creation and distribution of these materials, in which case there will be no additional charge. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing costs). Alternatively, we may enter into relationships with third party suppliers who will create the advertising or marketing materials for your purchase. We will provide reasonable marketing consulting, guidance and support throughout the Term on an as needed basis.

12.3. Your Marketing Activities

12.3.1.Grand Opening. During the period beginning 30 days before opening and ending 60 days after opening, you must spend at least (eight hundred) \$800 on advertising and other marketing activities to promote your Franchise. This amount does NOT include the marking kit you must buy which will cost at least (two thousand) \$2,000 but no more the (five thousand) \$5,000. We must approve all such advertising in accordance with Section 12.3.4. We will provide you with our suggestions and recommendations for grand opening advertising.

12.3.2.Territorial Advertising Restriction. You are not permitted to solicit customers and/or advertise outside your Territory, except to the extent that you have received our prior written authorization, which we will not unreasonably withhold. We may condition our authorization upon your agreement to offer System franchisees who are operating Business in Territories encompassed by the circulation base of the proposed advertising the opportunity to participate in, and share the expense of, such solicitation and/or advertising. You may not advertise your Business, or any Merchandise or Service offered by your Business via the Internet without our prior written consent, which may be given or withheld in our sole discretion.

12.3.3.Standards for Advertising. All advertisements and promotions that you create, or use must be completely factual and conform to the highest standards of ethical advertising and comply with all federal, state and local laws. You must ensure that your advertisements and promotional materials do not infringe upon the intellectual property rights of others.

12.3.4.Approval of Advertising. Before you use them, we must approve all advertising and promotional materials that we did not prepare or previously approve (including materials that we prepared or approved, and you modify). We will be deemed to have approved the materials if we fail to issue our disapproval within 14 days after receipt. You may not use any advertising or promotional materials that we have disapproved (including materials that we previously approved and later disapprove). If you use any advertising or promotional materials that we have not approved, we may impose the fine pursuant to Section 13.10.

12.3.5.Internet and Websites. At this time, we do not allow our franchisees to maintain their own websites or market their Send Me a Trainer businesses on the Internet or on any social media site that have not been approved or established by us. Accordingly, you may not maintain a website, conduct e-commerce, or otherwise maintain a presence or advertise on the Internet or any other public computer network (including social network services and social media sites such as Facebook, Instagram, Twitter and LinkedIn) or through any other digital or electronic method of communication in connection with your Business, except for the accounts we establish on your behalf, which you will be granted access to manage unless you have written permission from us

otherwise. You may utilize the online accounts that we have established on your behalf only in compliance with all of the guidelines that we specify. At any time, we may require that you sign an amendment to this Agreement that will govern your ability to maintain a website and/or market on the Internet. You agree to comply with any social media policy that we develop.

12.3.6. Local and Digital Marketing Requirement. In addition to the Brand Fund Contributions, you agree, at your sole cost and expense, to participate and conduct local grass roots marketing initiatives. We require a minimum of \$2,000 per month towards local and digital marketing.

13. OPERATING STANDARDS.

13.1. Generally. You agree to operate your Franchise: (i) in a manner that will promote the goodwill of the Marks; and (ii) in full compliance with our standards and all other terms of this Agreement and the Manual.

13.2. Operating Manual. You agree to establish and operate your Business in accordance with the Manual. The Manual may contain, among other things: (i) a description of the authorized goods and services that you may offer at your Franchise; (ii) mandatory and suggested specifications, operating procedures, and quality standards for products, services and procedures that we prescribe from time to time for Send Me a Trainer franchisees; (iii) minimum staffing requirements as well as minimum standards and qualifications for your employees and contractors; (iv) mandatory reporting and insurance requirements; (v) mandatory and suggested specifications for your Franchise; and (vi) a written list of goods and services (or specifications for goods and services) you must purchase for the development and operation of your Franchise and a list of any designated or approved suppliers for these goods or services. We can modify the Manual at any time. The modifications will become binding 30 days after we send you notice of the modification. All mandatory provisions contained in the Manual (whether they are included now or in the future) are binding upon you.

13.3. Authorized Goods and Services. You agree to offer all goods and services that we require from time to time in our commercially reasonable discretion. You may not offer any other goods or services at your Franchise without our prior written permission. You may not use your Franchise or permit your Franchise to be used for any purpose other than offering the goods and services that we authorize. We may, without obligation to do so, add, modify or delete authorized goods and services, and you must do the same upon notice from us. Our addition, modification or deletion of one or more goods or services shall not constitute a termination of the franchise or this Agreement.

13.4. Suppliers and Purchasing. You agree to purchase or lease all products, supplies, equipment, services and other items specified in the Manual from time to time. If required by the Manual, you agree to purchase certain goods and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliate). You acknowledge that our right to specify the suppliers that you may use is necessary and desirable so that we can control the uniformity and quality of goods and services used, sold or distributed in connection with the development and ongoing operation of Send Me a Trainer Businesses, maintain the confidentiality of our trade secrets, obtain discounted prices for our franchisees if we are able to do so, and protect the reputation and goodwill associated with the System and the Marks. If you want us to approve a supplier that you propose, you must send us a written notice specifying the supplier's name and qualifications and provide any additional information that we request. We will approve or reject your request within 60 days after we receive your notice and all additional information (and samples) that we require. We may require that the supplier agree to certain commercially reasonable conditions as a condition to our approval, including maintaining adequate insurance and signing a license agreement with us for the supply of any products bearing our Marks. You must reimburse us for all costs and expenses that we incur in reviewing a proposed supplier within 10 days after invoicing.

13.5. Equipment Maintenance and Changes. You agree to maintain all of your equipment in good condition and promptly replace or repair any equipment that is damaged, worn-out or obsolete. We may require that you replace, update or change your equipment, which may require you to make additional investments. You acknowledge that our ability to require franchisees to make significant changes to their equipment is critical to our ability to administer and change the System and you agree to comply with any

such required change within the time period that we reasonably prescribe.

13.6. Software and Technology. We can change the software or technology you must use at any time. At any time, we may also develop proprietary software or technology that must be used by all of our franchisees. If this occurs, you agree to enter into a license agreement with us (or an affiliate of ours) and pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. The terms of the license agreement will govern the terms pursuant to which you may utilize this software or technology. We also reserve the right to enter into a master software or technology license agreement with a third-party licensor and then sublicense the software or technology to you, in which case we may charge you for all amounts that we must pay to the licensor based on your use of the software or technology. We may pass through all software and technology development costs to our franchisees on a pro-rata basis. All fees and costs referenced in this Section comprise the “technology fee” (which also includes the fee listed in Section 7.5) and shall be due and payable to us or our affiliate within 10 days after invoicing or as otherwise specified by us from time to time.

13.7. Maintenance. You agree to maintain your Franchise equipment and vehicles in good order and condition, reasonable wear and tear excepted, and make all necessary repairs, including replacements, renewals and alterations, at your sole expense, to comply with our standards and specifications. Without limiting the generality of the foregoing, you agree to comply with any maintenance, cleaning or upkeep schedule that we prescribe from time to time.

13.8. Hours of Operation. Your Franchise must be open during the minimum hours and days that we specify. You must establish specific hours of operation and submit those hours to us for approval.

13.9. Customer Complaints. If you receive a customer complaint, you must follow the complaint resolution process that we specify to protect the goodwill associated with the Marks.

13.10. Failure to Comply with Standards. You acknowledge the importance of every one of our standards and operating procedures to the reputation and integrity of the System and the goodwill associated with the Marks. If we notify you of a failure to comply with our standards or operating procedures and you fail to correct the non-compliance within the period of time that we require, then, in addition to any other remedies available to us under this Agreement, we may terminate your agreement as described in Section 22 of this Agreement.

14. FRANCHISE ADVISORY COUNCIL.

We may, but need not, create a franchise advisory council to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. The advisory council will be established and operated according to rules and regulations we periodically approve, including procedures governing the selection of representatives of the advisory council who will communicate with us on matters raised by the advisory council.

15. FEES

15.1. Initial Franchise Fee. You agree to pay us a \$34,999 initial franchise fee in one lump sum at the time you sign this Agreement. If you are a successful existing business that is rolling your services onto the Send Me a Trainer platform or adding Send Me a Trainer as an additional service, then you are eligible for our Rollup program and the Initial Franchise Fee will be waived. For Franchisees and Affiliates who would like to purchase three or more territories, the Franchise Fee for the third and additional territories will be discounted by \$5,000 if purchased together upfront and paid in full with the initial territory. We offer a \$2,500 credit towards future royalties for individuals who have had a managing or active training role in a Send Me a Trainer unit for a minimum of a year and for honorably discharged, Veterans of U.S. Armed Forces and provide us a copy of DD214 for any principal of the Franchisee. The Initial Franchise Fee is deemed fully earned when it becomes due and payable and, once paid, shall be deemed non-refundable, in whole or in part.

15.2. Territory Fee. You must pay a Territory Fee if the population, according to the most recent US census is over 50,000. The Territory Fee will be \$0.40 per person for a population between 50,001 and 74,999

(resulting in a maximum Territory fee of \$10,000). If the population exceeds 74,999, we will require you to purchase an additional territory and execute a separate Franchise Agreement for that Territory. The Territory Fee is deemed fully earned when it becomes due and payable and, once paid, shall be deemed non-refundable, in whole or in part.

15.3. Royalty Fee. You agree to pay us a royalty fee equal to 6% of your previous week's Gross Sales from the immediately preceding billing period or (one hundred and fifty) \$150 whichever is greater after 120 days of operations. Prior to 120 days of operations, You agree to pay us a royalty fee equal to 6% of your previous week's Gross Sales from the immediately preceding billing period. Our current billing period is weekly, with payments due each Tuesday for Gross Sales generated during the prior week. We may change the billing period from time to time and/or due date. Any change to the billing period will apply to your royalty fee as well as your contributions to the Brand Fund, all of which are due each Tuesday. You agree to provide us with your business bank account and routing information. You agree to allow us to use EFT (electronic funds transfer) to collect all fees and payments in this Agreement. ("Gross Sales") means the total selling price of all revenue and income from the sale of all Send Me a Trainer products and services and other related charges to your customers, whether or not sold or performed at or from your authorized Send Me a Trainer location, and whether received in cash, check, credit card, coupon, in services in kind, from barter and/or exchange, on credit (whether or not payment is received) or otherwise. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips, and allowances you give in good faith to your customers. All barter and/or exchange transactions in which you furnish products and/or services in exchange for products and/or services provided to you by a vendor, supplier, or customer will, for the purpose of determining Gross Sales, be valued at the full retail value of the products and/or services so provided to you.

15.4. Intentionally Omitted.

15.5. Technology Fee. You agree to pay this Fee of \$500 per month plus \$10 per month per email address used from our domain. This is the same fee as referenced in Section 7.5. This amount is paid directly to our affiliate and is subject to change.

15.6. Other Fees and Payments. You agree to pay all other fees, expense reimbursements and other amounts specified in this Agreement in a timely manner as if fully set forth in this Section 15. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based upon goods or services that you sell or based upon goods or services that we furnish to you (other than income taxes that we pay based on amounts that you pay us under this Agreement).

15.7. Late Fee. If any sums due under this Agreement have not been received by us when due (or there are insufficient funds in your Account to cover any sums owed to us when due) then, in addition to those sums, you must pay us interest on the amounts past due at the rate equal to the lesser of 12% per annum (prorated on a daily basis), or the highest rate permitted by your State's law. If we do not specify a due date, then interest begins to run 10 days after we bill you. We will not impose a late fee for any amounts paid pursuant to Section 15.7 if, but only to the extent that, sufficient funds were available in your Account to be applied towards the payments at the time the payments became due and payable. However, we may impose a late fee for any amounts that we are unable to reasonably determine due to your failure to furnish us with a report required by Section 17.3 within the required period of time or record sales in a timely manner, in which case we may assess a late fee on the entire amount that was due and payable. We may also assess you a \$100 administrative handling fee if any payment is returned for insufficient funds or is dishonored by a financial institution. You acknowledge that this Section 15.4 shall not constitute our agreement to accept the late payments after same are due, or a commitment by us to extend credit to or otherwise finance the operation of your Business.

15.8. Relocation Fee. You agree to pay us a \$2,500 relocation fee in one lump sum at any time during the term of the agreement that relocate your Send Me a Trainer franchise territory. Such payment is due at the moment your sign a lease, purchase agreement or other such agreement that is intended to acquire a new

location for you Send Me a Trainer franchise.

15.9. Method of Payment. You must complete and send us an ACH Authorization Form allowing us to electronically debit a banking account that you designate (your "Account") for: (i) all fees payable to us pursuant to this Agreement (other than the initial franchise fee); and (ii) any amounts that you owe to us or any of our affiliates for the purchase of goods or services. Your Account does not need to be your primary business checking account. We will debit your Account for these payments on or after the due date. Our current form of ACH Authorization Form is attached to the Franchise Disclosure Document. You must sign and deliver to us any other documents that we or your bank may require to authorize us to debit your Account for these amounts. You must ensure that your Account has sufficient funds available for withdrawal by electronic transfer before each due date. If there are insufficient funds in your Account to cover all amounts that you owe, any excess amounts that you owe will be payable upon demand, together with any late charge imposed pursuant to Section 15.4.

15.10. Application of Payments. We have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we feel appropriate.

15.11. Fees Fully Earned. All fees payable to us pursuant to this Agreement shall be deemed fully earned when they become due and payable and, once paid, shall be deemed non-refundable, in whole or in part.

16. BRAND PROTECTION COVENANTS.

16.1. Reason for Covenants. You acknowledge that the Intellectual Property and the training and assistance that we provide would not be acquired except through implementation of this Agreement. You also acknowledge that competition by you, the Owners or persons associated with you or the Owners (including family members) could seriously jeopardize the entire franchise system because you and the Owners have received an advantage through knowledge of our day-to-day operations and Know-how related to the System. Accordingly, you and the Owners agree to comply with the covenants described in this Section to protect the Intellectual Property and our franchise system.

16.2. Our Know-how. You and the Owners agree: (i) neither you nor any Owner will use the Intellectual Property in any business or capacity other than the operation of your Franchise pursuant to this Agreement; (ii) you and the Owners will maintain the confidentiality of the System at all times; (iii) neither you nor any Owner will make unauthorized copies of documents containing any Intellectual Property; (iv) you and the Owners will take all reasonable steps that we require from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you and the Owners will stop using the Intellectual Property immediately upon the expiration, termination or Transfer of this Agreement, and any Owner who ceases to be an Owner before the expiration, termination or Transfer of this Agreement will stop using the Intellectual Property immediately at the time he or she ceases to be an Owner.

16.3. Unfair Competition During Term. You and your Owners agree not to unfairly compete with us during the Term by engaging in any of the following activities ("Prohibited Activities"): (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in any Competitive Business, other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business; (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); or (iii) inducing (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours. "Competitive Business" shall mean any business, person or entity that is engaged, or planning or contemplating to engage within a period of twelve (12) months, in any business activity that is competitive with the business and business activities engaged in by us or our affiliates or franchisees.

16.4. Unfair Competition After Term. During the Post-Term Restricted Period (as hereinafter defined), you and your Owners agree not to engage in any Prohibited Activities. Notwithstanding the foregoing, you and your Owners may have an interest in a Competitive Business during the Post-Term Restricted Period as long as the Competitive Business is not located within the Restricted Territory and does not provide otherwise competitive goods or services from any site that is located within the Restricted Territory. If you or an Owner

engage in a Prohibited Activity during the Post-Term Restricted Period (other than having an interest in a Competitive Business that is permitted under this Section), then the Post-Term Restricted Period applicable to you or the non-compliant Owner, as applicable, shall be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity. For purposes of this Section 16, the term “Post-Term Restricted Period” shall mean two (2) years following the termination or expiration of this Agreement, or the “Transfer” of this Agreement pursuant to Section 21 hereof. For purposes of this Section 16, the term “Restricted Territory” means the geographic area within: (i) a 15-mile radius from Franchisee’s Send Me a Trainer business (and including the premises of the approved location of Franchisee); and (ii) a 15-mile radius from all other Send Me a Trainer businesses that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the “Restricted Territory” means the geographic area within a 25-mile radius from Franchisee’s Send Me a Trainer business (and including the premises of the approved location of Franchisee)..

16.5. Immediate Family Members. The Owners acknowledge that they could circumvent the purpose of Section 16 by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). The Owners also acknowledge that it would be difficult for us to prove whether the Owners disclosed the Intellectual Property to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 16 if any member of his or her immediate family engages in any Prohibited Activities during the Term or Post-Term Restricted Period or uses or discloses the Intellectual Property. However, the Owner may rebut this presumption by furnishing evidence conclusively showing that the Owner did not disclose the Intellectual Property to the family member.

16.6. Employees and Others Associated with You. You must ensure that all of your employees, officers, directors, partners, members, independent contractors and other persons associated with you or your Business who may have access to our Intellectual Property, and who are not required to sign a Brand Protection Agreement, sign and send us a Confidentiality Agreement before having access to our Intellectual Property. You must use your best efforts to ensure that these individuals comply with the terms of the Brand Protection Agreements and Confidentiality Agreements, as applicable, and you must immediately notify us of any breach that comes to your attention. You agree to reimburse us for all reasonable expenses that we incur in enforcing a Brand Protection Agreement or Confidentiality Agreement, as applicable, including reasonable attorneys’ fees and court costs.

16.7. Covenants Reasonable. You and the Owners acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; (ii) our use and enforcement of covenants similar to those described above with respect to other Send Me a Trainer franchisees benefits you and the Owners in that it prevents others from unfairly competing with your Franchise; and (iii) you and the Owners have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU AND THE OWNERS HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS SECTION 16 AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

16.8. Breach of Covenants. You and the Owners agree that failure to comply with the terms of this Section 16 will cause substantial and irreparable damage to us and/or other Send Me a Trainer franchisees for which there is no adequate remedy at law. Therefore, you and the Owners agree that any violation of the terms of this Section 16 will entitle us to injunctive relief. We may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$100. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you or an Owner may have against us, regardless of cause or origin, cannot be used as a defense against our enforcement of this Section 16. If an Owner’s immediate family member engages in a Prohibited Activity during the Term or Post-Term Restricted Period or uses or discloses the Intellectual Property in breach of Section 16.5, you agree that, in

addition to injunctive relief, we are entitled to liquidated damages in an amount equal to the initial franchise fee if actual damages cannot be reasonably determined.

17. YOUR OTHER RESPONSIBILITIES

17.1. Insurance. For your protection and ours, you agree to maintain the insurance that we specify from time to time, including coverage insuring against all loss and liability arising out of or in connection with the operation of the Franchise, including, without limitation, the following coverages:

General Liability Insurance	\$1,000,000	Per Occurrence
	\$2,000,000	In the Aggregate
Automobile Insurance	\$1,000,000	Combined Single Limit
Umbrella Liability Coverage	\$1,000,000	Per Occurrence and In the Aggregate
Optional: Comprehensive Crime and Employee Dishonesty Insurance	\$25,000	Per Occurrence
Workers Compensation	Per State Requirements. If not required by the State, then minimum policy limit required.	

17.2. You agree to obtain these insurance policies from insurance carriers that are rated A or better by Alfred M. Best & Company, Inc. and that are licensed and admitted in the state in which you operate your Franchise. All insurance policies must be endorsed to: (i) name us (and our members, officers, directors, and employees) as additional insureds; (ii) contain a waiver by the insurance carrier of all subrogation rights against us; and (iii) provide that we receive 30 days prior written notice of the termination, expiration, cancellation or modification of the policy. If any of your policies fail to meet these criteria, then we may disapprove the policy and you must immediately find additional coverage with an alternative carrier satisfactory to us. Upon 10 days' notice to you, we may increase the minimum protection requirement as of the renewal date of any policy and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards or other relevant changes in circumstances. If you fail to maintain any required insurance coverage, we have the right to obtain the coverage on your behalf (which right shall be at our option and in addition to our other rights and remedies in this Agreement), and you must promptly sign all applications and other forms and instruments required to obtain the insurance and pay to us, within 10 days after invoicing, all costs and premiums that we incur plus 20% of any premiums we paid on your behalf.

17.3. Books and Records. You agree to prepare and maintain at your Franchise for at least three (3) years after their preparation, complete and accurate books, records, accounts and tax returns pertaining to your Business. You must send us copies of your books and records within seven (7) days of our request. The person who provides you with bookkeeping and accounting services must: (i) successfully complete all training that we reasonably require to ensure the person is familiar with our systems and procedures; and (ii) agree to utilize our accounting standards and chart of accounts to ensure consistency of information received from all of our franchisees.

17.4. Reports. You must prepare and provide us with periodic statements of your Gross Sales using a standard chart of accounts that we specify. On or before each royalty due date, you must send us your Gross Sales report for the preceding billing period. On or before the fifth (5th) day of each month. You also agree to prepare all other reports that we require in the form and manner that we require. You agree to send us a copy of any report required by this Section upon request. If we require that you purchase a computer and/or automated cash management system that allows us to electronically retrieve information concerning your sales transactions, you agree that we will have the right to electronically poll your computer and/or automated cash management system to retrieve and compile information regarding the operation of your Franchise, subject to any restrictions imposed by applicable law.

17.5. Financial Statements. Within 30 days after the end of each calendar quarter and within 120 days

after the end of each calendar year, you must prepare a balance sheet for your Business (as of the end of the calendar year or calendar quarter, as applicable) and a statement of profit and loss and source and application of funds (for the prior year or calendar quarter, as applicable). All financial statements must be: (i) verified and signed by you certifying to us that the information is true, complete, and accurate; and (ii) submitted in any format that we reasonably require. You agree to send us a copy of any financial statement required by this Section upon request. You authorize us to disclose the financial statements, reports, and operating data to prospective franchisees, regulatory agencies and others at our discretion, provided the disclosure is not prohibited by applicable law.

17.6. Legal Compliance. You must secure and maintain in force all required licenses, permits and regulatory approvals for the operation of your Franchise (including all required professional licenses) and operate and manage your Franchise in full compliance with all applicable laws, ordinances, rules and regulations. You understand that federal and state laws may regulate you and your Franchise and you agree to comply with all such laws. You are required to hire local counsel to review these laws to ensure the operation of your Franchise, and your performance of your obligations under this Agreement, comply with such laws. You must notify us in writing within two (2) business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Business or your financial condition. You must immediately deliver to us a copy of any inspection report, warning, certificate or rating by any governmental agency that reflects your failure to fully comply with any applicable law, rule or regulation.

18.INSPECTION AND AUDIT

18.1. Inspections. To ensure compliance with this Agreement, we or our representatives will have the right to enter your Franchise, evaluate your operations and inspect and examine your books, records, accounts and tax returns. Our evaluation may include monitoring your interactions with and provision of services to customers and contacting your landlord, customers and/or employees. We may conduct our evaluation at any time and without prior notice. During the course of our inspections, we and our representatives will use reasonable efforts to minimize our interference with the operation of your Franchise, and you and your employees will cooperate and not interfere with our inspection. You consent to us accessing your computer system and retrieving any information that we deem appropriate in conducting the inspection, except as prohibited by law.

18.2. Audit. We have the right, at any time, to have an independent audit made of your books and financial records, subject to any restrictions imposed by applicable law. You agree to fully cooperate with us and any third parties that we hire to conduct the audit. If an audit reveals an understatement of your Gross Sales or any amount that you owe us, you agree to immediately pay to us any additional fees that you owe us together with any late fee payable pursuant to Section 15.4. Any audit will be performed at our cost and expense unless the audit: (i) is necessitated by your failure to provide the information requested or to preserve records or file reports as required by this Agreement; or (ii) reveals an understatement of any amount due to us by at least two percent (2%), in which case you agree to reimburse us for the cost of the audit or inspection, including without limitation, reasonable accounting and attorneys' fees and travel and lodging expenses that we or our representatives incur. The audit cost reimbursements will be due 10 days after invoicing. We shall not be deemed to have waived our right to terminate this Agreement by accepting reimbursements of our audit costs.

19.INTELLECTUAL PROPERTY

19.1. Ownership and Use of Intellectual Property. You acknowledge that: (i) we are the sole and exclusive owner of the Intellectual Property and the goodwill associated with the Marks; (ii) your right to use the Intellectual Property is derived solely from this Agreement; and (iii) your right to use the Intellectual Property is limited to a license granted by us to operate your Franchise during the Term pursuant to, and only in compliance with, this Agreement, the Manual, and all applicable standards, specifications and operating procedures that we prescribe from time to time. You may not use any of the Intellectual Property in connection with the sale of any unauthorized product or service or in any other manner not expressly

authorized by us. Any unauthorized use of the Intellectual Property constitutes an infringement of our rights. You agree to comply with all provisions of the Manual governing your use of the Intellectual Property. This Agreement does not confer to you any goodwill, title or interest in any of the Intellectual Property.

19.2. Changes to Intellectual Property. We have the right to modify the Intellectual Property at any time in our sole discretion, including by changing the Marks, the System or the Manual. If we modify or discontinue use of any of the Intellectual Property, then you must comply with any such instructions from us within 30 days. If we require you to change the Marks, we will have no obligation to reimburse you for your expenses of compliance, such changing signage, brochures, stationary, etc. Moreover, we will not be liable to you for any expenses, losses or damages that you incur (including the loss of any goodwill associated with a Mark) because of any addition, modification, substitution or discontinuation of the Intellectual Property.

19.3. Use of Marks. You agree to use the Marks as the sole identification of your Franchise; provided, however that you must identify yourself as the independent owner of your Franchise in the manner that we prescribe. You may not use any Marks in any modified form or as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you by this Agreement). You agree to: (i) prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms that we designate and in the manner that we prescribe to give notice of trade and service mark registrations and copyrights; and (ii) obtain any fictitious or assumed name registrations required under applicable law. You may not use the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation or in any manner that is likely to confuse or result in liability to us for any indebtedness or obligation of yours.

19.4. Use of Intellectual Property. We will disclose the Intellectual Property to you in the initial training program, the Manual, and in other guidance furnished to you during the Term. You agree that you will not acquire any interest in the Intellectual Property other than the right to utilize it in strict accordance with the terms of this Agreement in the development and operation of your Franchise. You acknowledge that the Intellectual Property is proprietary and is disclosed to you solely for use in the development and operation of your Franchise during the Term.

19.5. Improvements. If you conceive of or develop any improvements or additions to the services or products offered by, or the method of operation of, a Send Me a Trainer Business, or any advertising or promotional ideas related to such business (collectively, "Improvements"), you agree to promptly and fully disclose the Improvements to us without disclosing the Improvements to others. You must obtain our approval prior to using any such Improvements. Any Improvement that we approve may be used by us and any third parties that we authorize to operate a Send Me a Trainer franchise, without any obligation to pay you royalties or other fees. You must assign to us or our designee, without charge, all rights to any such Improvement, including the right to grant sublicenses. In return, we will authorize you to use any Improvements that we or other franchisees develop that we authorize for general use in connection with the operation of a Send Me a Trainer Business.

19.6. Notification of Infringements and Claims. You must immediately notify us of any: (i) apparent infringement of any of the Intellectual Property; (ii) challenge to your use of any of the Intellectual Property; or (iii) claim by any person of any rights in any of the Intellectual Property. You may not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. If you are in compliance with this Agreement, we will defend you against any claim brought against you by a third party that your use of the Intellectual Property in accordance with this Agreement infringes upon that party's intellectual property rights. We have no obligation to pursue any infringing users of our Intellectual Property. We have the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringements, challenges or claims. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation, Patent and Trademark Office proceeding or other proceeding, or to otherwise protect and maintain our interest in

the Intellectual Property.

20. INDEMNITY

You and all guarantors of your obligations under this Agreement agree to at all times indemnify, defend (with counsel reasonably acceptable to us) and hold harmless (to the fullest extent permitted by law us and our affiliates, and our and their respective successors, assigns, past and present equity holders, directors, officers, employees, agents, attorneys and representatives (collectively, “Indemnified Parties”) from and against all “losses and expenses” (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, inquiry (formal or informal), judgment or appeal thereof by or against Indemnified Parties or any settlement thereof (whether or not a formal proceeding or action had been instituted) (collectively, “Claims”, each, a “Claim”), which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to: (i) any Claim asserted against you and/or any of the Indemnified Parties arising from the marketing, use or operation of your Franchise or your performance and/or breach of any of your obligations under this Agreement; (ii) any other Claim arising from alleged violations of your relationship with and responsibility to us; or (iii) any Claim relating to taxes or penalties assessed by any governmental entity against us that are directly related to your failure to pay or perform functions required of you under this Agreement. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any Claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such Claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such Claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such Claim, including court costs and reasonable attorneys’ fees, within 10 days of the date of each invoice delivered by such Indemnified Party to you enumerating such costs, expenses and attorneys’ fees.

Specifically excluded from the indemnity you give hereby is any liability associated with our or the other Indemnified Parties’ gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).

As used above, the phrase “losses and expenses” includes all Claims; causes of action; fines; penalties; liabilities; losses; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys’ and experts’ fees and disbursements; settlement amounts; judgments; compensation for damage to our reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Indemnified Parties’ attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by you pursuant hereto, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of the actions, activity or defense.

21. TRANSFERS

21.1. By Us. This Agreement and the franchise is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we shall, subsequent to any such assignment, remain liable for the performance of our obligations under this Agreement up to the effective date of the assignment. We may also delegate some or all of our obligations under this Agreement to one or more persons without assigning the Agreement (including delegation to one of our master developers).

21.2. By You. You understand that the rights and duties created by this Agreement are personal to you and the Owners and we have granted the franchise in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of you and your Owners. Therefore, neither you nor any Owner shall cause or allow any direct or indirect sale, assignment, transfer, conveyance, gift,

declaration of trust, pledge, mortgage or other encumbrance, voluntarily or involuntarily, by operation of law or otherwise of any interest in you, this Agreement, the license, the Send Me a Trainer Business or the premises for the Send Me a Trainer Business (collectively "Transfer") without (a) our prior written consent and (b) giving us an opportunity to exercise our right of first refusal as described in Section 21.5 below. Any attempt at such a Transfer without our approval and opportunity to exercise our right of first refusal shall be void, constitute a breach of this Agreement and shall convey no right or interest in this Agreement. We will not unreasonably withhold our approval of any proposed Transfer, provided that the following conditions are all satisfied:

- (i) the proposed transferee is, in our opinion, an individual of good moral character, who has sufficient business experience, aptitude and financial resources to own and operate a Send Me a Trainer Business and otherwise meets all of our then applicable standards for franchisees;
- (ii) you and your Owners are in full compliance with the terms of this Agreement and all other agreements with us or our affiliate;
- (iii) all of the owners of the transferee have successfully completed, or made arrangements to attend, the initial training program;
- (iv) your landlord consents to your assignment of the lease to the transferee, or the transferee is diligently pursuing an approved substitute location within the Territory;
- (v) the transferee and its owners, to the extent necessary, have obtained all licenses and permits required by applicable law in order to own and operate the Franchise;
- (vi) the transferee and its owners sign our then current form of franchise agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except that: (a) the Term and renewal term(s) shall be the Term and renewal term(s) remaining under this Agreement; and (b) the transferee need not pay a separate initial franchise fee;
- (vii) you remodel your Franchise to comply with our then current standards and specifications or you obtain a commitment from the transferee to do so within the period of time that we specify;
- (viii) you pay us a transfer fee (of seventy five) 75% of the then-current Initial Franchise Fee or 5% of the sales price, whichever is greater, (one thousand) \$1,000 will be due upon the application for transfer and the remainder at the time we approve the transfer;
- (ix) you and your Owners sign a General Release for all claims arising before or contemporaneously with the Transfer, in form and substance satisfactory to us;
- (x) you enter into an agreement with us to subordinate the transferee's obligations to you to the transferee's financial obligations owed to us pursuant to the franchise agreement;
- (xi) we decline to exercise our right of first refusal described in Section 21.5; and
- (xii) you or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

Our consent to a Transfer shall not constitute a waiver of any claims we may have against the transferor, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the franchise by the transferee.

21.3. Definition of Transfer. As used in this Agreement the term "Transfer" shall also mean and include

each of the following: (a) the Transfer by you or your Owner(s) of more than 20% in the aggregate, whether in one or more transactions, of the assets, capital stock, membership interests or voting power of you; (b) the issuance of any securities by you, which itself or in combination with any other transaction(s), results in the Owners existing as of the effective date, owning less than 80% of the outstanding shares, membership interests or voting power of you as constituted as of the effective date; or (c) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of you, however effected.

21.4. Death or Disability of an Owner. Within 60 days after the death or permanent disability of an Owner, the Owner's ownership interest in you or the franchise, as applicable, must be assigned to another Owner or to a third party approved by us. Any assignment to a third party will be subject to all of the terms and conditions of Section 21.2. For purposes of this Section, an Owner is deemed to have a "permanent disability" only if he or she has a medical or mental problem that prevents the person from substantially complying with his or her obligations under this Agreement or otherwise operating the Franchise in the manner required by this Agreement and the Manual for a continuous period of at least three (3) months.

21.5. Our Right of First Refusal. If you or an Owner desires to engage in a Transfer, you or the Owner, as applicable, must obtain a bona fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have 30 days after receipt of the offer to decide whether we will purchase the interest in your Business or the ownership interest in you for the same price and upon the same terms contained in the offer (however, we may substitute cash for any form of payment proposed in the offer). If we notify you that we intend to purchase the interest within the 30-day period, you or the Owner, as applicable, must sell the interest to us. We will have at least an additional 30 days to prepare for closing. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of Section 21.2 (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or there is a material change in the terms of the sale, we will again have the right of first refusal specified in this Section. Our right of first refusal in this Section shall not apply to any Permitted Transfer.

22. TERMINATION

22.1. By You. You may terminate this Agreement if we materially breach this Agreement and fail to cure the breach within 90 days after you send us a written notice specifying the nature of the breach. If you terminate this Agreement, you must still comply with your post-termination obligations described in Section 23 and all other obligations that survive the expiration or termination of this Agreement.

22.2. Termination By Us Without Cure Period. We may, in our sole discretion, terminate this Agreement upon five (5) days' written notice, without opportunity to cure, for any of the following reasons, all of which constitute material events of default under this Agreement:

- (i) if the Designated Manager fails to satisfactorily complete the initial training program in the manner required by Section 6.1;
- (ii) if you fail to obtain our approval of your site within the time period required by Sections 8.1;
- (iii) if you fail to open your Franchise within the time period required by Section 8.5;
- (iv) if you become insolvent by reason of your inability to pay your debts as they become due or you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any law, or are the subject of an involuntary bankruptcy (which may or may not be enforceable under the Bankruptcy Act of 1978);

- (v) if your Franchise, or a substantial portion of the assets associated with your Franchise, are seized, taken over or foreclosed by a government official in the exercise of his or her duties, or seized, taken over or foreclosed by a creditor, lienholder or lessor; or a final judgment against you of at least \$5,000 remains unsatisfied for 30 days (unless a supersedes or other appeal bond has been filed); or a levy of execution has been made upon the license granted by this Agreement or upon any property used in your Business, and it is not discharged within five (5) days of the levy;
- (vi) if you abandon or fail to operate your Franchise for five (5) consecutive business days, unless the failure is due to an event of *force majeure* or another reason that we approve;
- (vii) if a regulatory authority suspends or revokes a license or permit held by you or an Owner that is required to operate the Franchise, even if you or the Owner still maintain appeal rights;
- (viii) if you or an Owner (a) is convicted of or pleads no contest to a felony, a crime involving moral turpitude or any other material crime or (b) is subject to any material administrative disciplinary action or (c) fails to comply with any material federal, state or local law or regulation applicable to your Franchise;
- (ix) if you or an Owner commits an act that can reasonably be expected to adversely affect the reputation of the System or the goodwill associated with the Marks;
- (x) if you manage or operate your Franchise in a manner that presents a health or safety hazard to your customers, employees or the public;
- (xi) if you fail to pay any amount owed to us or an affiliate of ours within five (5) days after receipt of a demand for payment;
- (xii) if you or an Owner make any material misrepresentation to us, whether occurring before or after being granted the franchise, including any intentional underreporting Gross Sales;
- (xiii) if you inadvertently underreport any amount owed to us by at least two percent (2%), after having already committed a similar breach that had been cured in accordance with Section 22.3;
- (xiv) if you make an unauthorized Transfer;
- (xv) if you make an unauthorized use of the Intellectual Property;
- (xvi) if you breach any of the brand protection covenants described in Section 16;
- (xvii) if any Owner, or the spouse of any Owner, breaches a Franchise Owner Agreement;
- (xviii) if the lease for your premises is terminated due to your default;
- (xix) if you commit three (3) or more defaults during the Term, regardless of whether such defaults were cured
- (xx) If you secured and default on a COVID Relief Purchase Program Loan
- (xxi) if we terminate any other agreement between you and us or if any affiliate of ours terminates any agreement between you and the affiliate because of your default ; or

(xxii) if beginning with the 13th month of operation of the franchised business, you do not maintain the Minimum Weekly Gross Sales requirement listed below during the term of this Agreement and all subsequent renewal agreements or extensions of your Franchise Agreement.

Period from commencement of Franchised Business	Minimum weekly Gross Sales
Months 1-12	No Minimum
Months 13-24	\$1,500
Months 25-48	\$3,000
Months 49-60	\$4,500
Month 61 and thereafter	\$5,500

22.3. Additional Conditions of Termination. In addition to our termination rights in Section 22.2, we may, in our sole discretion, terminate this Agreement upon 30 days' written notice if you or an Owner fail to comply with any other provision of this Agreement (including any mandatory provision in the Manual) or any other agreement with us, unless such default is cured, as determined by us in our sole discretion, within such 30-day notice period. If we deliver a notice of default to you pursuant to this Section 22.3, we may suspend performance of any of our obligations under this Agreement until you fully cure the breach.

22.4. Mutual Agreement to Terminate. If you and we mutually agree in writing to terminate this Agreement, you and we will be deemed to have waived any required notice period.

23. POST-TERM OBLIGATIONS.

23.1. Obligations of You and the Owners. After the termination, expiration or Transfer of this Agreement, you and the Owners agree to:

- (i) immediately cease to use the Intellectual Property;
- (ii) pay us all amounts that you owe us;
- (iii) comply with all covenants described in Section 16 that apply after the expiration, termination or Transfer of this Agreement or the disposal of an ownership interest by an Owner;
- (iv) return all copies of the Manual, or any portions thereof, as well as all signs, sign faces, brochures, advertising and promotional materials, forms, and any other materials bearing or containing any of the Marks, Copyrights or other identification relating to a Send Me a Trainer Business, unless we allow you to transfer such items to an approved transferee;
- (v) take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to your use of any of the Marks;
- (vi) provide us with a list of all of your current, former and prospective customers, unless prohibited by applicable law;
- (vii) upon our request, assign all customer contracts and related information to us

(unless we allow you to transfer these items to an approved transferee) except to the extent prohibited by applicable law;

- (viii) make such modifications and alterations to the premises that are necessary or that we require to prevent any association between us or the System and any business subsequently operated by you or any third party at the premises; provided, however, that this subsection shall not apply if your franchise is transferred to an approved transferee or if we exercise our right to purchase your entire Business;
- (ix) notify all telephone companies, listing agencies and domain name registration companies (collectively, the “Agencies”) of the termination or expiration of your right to use: (a) the telephone numbers and/or domain names, if applicable, related to the operation of your Franchise; and (b) any regular, classified or other telephone directory listings associated with the Marks (you hereby authorize the Agencies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct the Agencies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so); and
- (x) provide us with satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Agreement.

24. RIGHT TO PURCHASE FACILITY AND ASSETS

24.1. Generally. Within 60 days after the termination or expiration of this Agreement, we shall have the right, but not the obligation, to notify you of our intent to purchase your Franchise and/or its assets at fair market value as determined by an independent business appraiser. If we elect to exercise this option, the date of determination of the fair market value shall be the day immediately after the effective date of the termination or expiration (the “Appraisal Date”). We will notify you of the specific items that we wish to purchase (the “Acquired Assets”). We may also require that you assign your lease to us at no additional charge.

24.2. Selecting Qualified Appraisers. You and we each shall appoint an appraiser with experience appraising businesses comparable to your Franchise (a “Qualified Appraiser”). This appointment of the appraisers shall be made within 30 days after the Appraisal Date by giving written notice to the other party of the name and address of the Qualified Appraiser. If either of us fails to appoint a Qualified Appraiser within the 30-day period, the appraisal shall be made by the sole Qualified Appraiser appointed within that period. If each of us shall have appointed a Qualified Appraiser within the 30-day

period, then within 30 days after that the two (2) Qualified Appraisers shall appoint a third (3rd) Qualified Appraiser. If the two (2)

Qualified Appraisers fail to agree on the appointment of a third (3rd) Qualified Appraiser within the 30-day

period, then a third (3rd) Qualified Appraiser shall be appointed by the American Arbitration Association (acting through its office located closest to our corporate headquarters) as promptly as possible after that, upon application by either us or you. Nothing in this provision shall prohibit us and you from jointly approving a single appraiser, nor shall it obligate us or you to do so.

24.3. Information for Appraisal. You must furnish to the Qualified Appraisers a copy of your current financial statements, as well as your financial statements for the prior three (3) years (or the period of time that you have operated your Franchise, if less than three (3) years), together with the work papers and other financial information or other documents or information that the Qualified Appraisers may request. The Qualified Appraisers shall take into account the other information and factors that they deem relevant, but

the Qualified Appraisers shall be instructed that there shall be no consideration of goodwill in the determination of fair market value.

24.4. Appraisal Process. Within 60 days after the appointment of the third Qualified Appraiser, the three (3) Qualified Appraisers shall appraise the Appraised Assets at fair market value without taking into account any value for goodwill (the "Appraised Value"). If the three (3) Qualified Appraisers agree on a single value, then they shall issue a joint report and the Appraised Value shall be the value determined by the agreement of the three (3) Qualified Appraisers. If two (2) of the three (3) Qualified Appraisers agree on a single value, these two (2) Qualified Appraisers shall issue a joint report, and the dissenting Qualified Appraiser may (but need not) issue a separate report, and the value determined by agreement of the two (2) Qualified Appraisers who shall agree shall be the Appraised Value. If none of the Qualified Appraisers are able to agree on a single value, each Qualified Appraiser shall issue a report setting forth the value determined by him or her, and the average of the two values that are closest to each other shall be the Appraised Value. Before the issuance of a report by any Qualified Appraiser, each Qualified Appraiser shall advise the others of the value that will appear in his or her report to ensure that the determination of value made by any Qualified Appraiser is made with knowledge of the values determined by the other Qualified Appraisers. If there shall be only a single Qualified Appraiser (because you or we failed to appoint a Qualified Appraiser within the time provided), then the Appraised Value will be the value determined by the single Qualified Appraisal.

24.5. Cost of Appraisal. You and we shall equally bear the cost of the appraisal.

24.6. Closing. Once the Appraised Value has been determined, we will have at least 60 days to prepare for the closing. We will be entitled to receive from you all customary representations and warranties given by you as the seller of the Acquired Assets and you must transfer good and clean title to the Acquired Assets, subject to any exceptions agreed to by us. We will pay one-half of the purchase price at closing and the remaining balance in three (3) equal quarterly installments of principal plus interest at a rate per annum equal to the prime lending rate charged by our bank as of the closing date.

25. DISPUTE RESOLUTION.

Before arbitration, the parties agree to submit any claim, dispute or disagreement, including any matter pertaining to the interpretation of this Agreement or issues relating to the offer and sale of the franchise or the relationship between the parties (a "Dispute") to mediation administered by the Judicial Arbitration and Mediation Service (or its successor). If the Dispute is not resolved by mediation within 90 days after either party makes a demand for mediation, the parties will submit the dispute to mandatory and binding arbitration with the Judicial Arbitration and Mediation Service (or its successor). The party filing the arbitration must initially bear the cost of any arbitration fees or costs. The arbitrators will not have authority to award exemplary or punitive damages. Notwithstanding the foregoing, any Dispute that involves an alleged breach of Section 16 or Section 19 will not be subject to mediation or arbitration unless otherwise agreed to by both parties, and either party may immediately file a lawsuit in accordance with this Section with respect to any alleged breach of Section 16 or Section 19. All mediation, arbitration and litigation shall take place in the county in which we maintain our principal place of business at the time the Dispute arises (currently, Delaware) and the parties irrevocably waive any objection to such venue. If we or you must enforce this Agreement in a judicial or arbitration proceeding, the substantially prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees. In addition, if you breach any term of this Agreement or any other agreement with us or an affiliate of ours, you agree to reimburse us for all reasonable legal fees and other expenses we incur relating to such breach, regardless of whether the breach is cured prior to the commencement of any dispute resolution proceedings.

UNLESS PROHIBITED BY APPLICABLE LAW, ANY DISPUTE (OTHER THAN FOR PAYMENT OF MONIES OWED OR A VIOLATION OF SECTION 16 OR SECTION 19) MUST BE BROUGHT BY FILING A WRITTEN NOTICE FOR MEDIATION (OR IF PERMITTED, LITIGATION) WITHIN ONE (1) YEAR FOLLOWING THE CONDUCT, ACT OR OTHER EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM, OR THE RIGHT TO ANY REMEDY WILL BE DEEMED FOREVER WAIVED AND BARRED. WE AND YOU IRREVOCABLY WAIVE: (I) TRIAL BY JURY; AND (II) THE RIGHT TO ARBITRATE OR LITIGATE ON A CLASS ACTION BASIS, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE

PARTIES.

26.YOUR REPRESENTATIONS.

YOU HEREBY REPRESENT THAT: (i) YOU HAVE NOT RECEIVED OR RELIED UPON ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT, EXCEPT FOR ANY INFORMATION DISCLOSED IN THE FRANCHISE DISCLOSURE DOCUMENT; (ii) YOU HAVE NO KNOWLEDGE OF ANY REPRESENTATIONS BY US OR ANY OF OUR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR REPRESENTATIVES ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT; (iii) YOU RECEIVED (1) AN EXACT COPY OF THIS AGREEMENT AND ITS ATTACHMENTS AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT IS EXECUTED; AND (2) OUR FRANCHISE DISCLOSURE DOCUMENT AT THE EARLIER OF (A) 14 CALENDAR DAYS BEFORE YOU SIGNED A BINDING AGREEMENT OR PAID ANY MONEY TO US OR OUR AFFILIATES OR (B) AT SUCH EARLIER TIME IN THE SALES PROCESS THAT YOU REQUESTED A COPY; (iv) YOU ARE AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISEES OF OURS MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT AND CONSEQUENTLY THAT OUR OBLIGATIONS AND RIGHTS WITH RESPECT TO OUR VARIOUS FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES; AND (v) YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND RECOGNIZE THAT IT INVOLVES BUSINESS RISKS, MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON YOUR OWN BUSINESS ABILITIES, EFFORTS AND JUDGMENTS, AND THE SERVICES OF YOU AND THOSE YOU EMPLOY. (vi)

FRANCHISEE ACKNOWLEDGES AND AGREES THAT ITS OPERATION OF ITS FRANCHISED BUSINESS MAY BE GOVERNED BY FEDERAL, AND LOCAL LAWS, REGULATIONS, ORDINANCES, AND LICENSING AND PERMITTING REQUIREMENTS. FRANCHISEE ACKNOWLEDGES AND WARRANTS THAT, PRIOR TO ENTERING INTO THIS AGREEMENT, FRANCHISEE HAS PERFORMED ITS OWN INVESTIGATION AND ANALYSIS OF APPLICABLE LAW AND THE LOCAL MARKET FOR THIS INDUSTRY AND HAS DETERMINED, TO ITS FULL SATISFACTION, THAT FRANCHISEE WILL BE ABLE TO OFFER THE AUTHORIZED GOODS AND SERVICES TO MEMBERS AT THE LOCATION SUFFICIENTLY TO ALLOW FRANCHISEE TO OPERATE A SUCCESSFUL BUSINESS. (vii) FRANCHISEE REPRESENTS AND WARRANTS THAT IT HAS NOT RELIED AND IS NOT RELYING ON FRANCHISOR TO PERFORM ANY INVESTIGATION OR ANALYSIS OF ANY LAWS, REGULATIONS, OR MARKET CONDITIONS THAT MIGHT AFFECT FRANCHISEE'S OPERATION AT THE LOCATION, AND FURTHER ACKNOWLEDGES THAT FRANCHISOR HAS MADE NO REPRESENTATION ABOUT FRANCHISEE'S ABILITY TO LAWFULLY OPERATE THE FRANCHISED BUSINESS. (viii) FRANCHISEE RECOGNIZES THE UNCERTAINTIES OF THE FRANCHISED BUSINESS, AND THEREFORE ACKNOWLEDGES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NO REPRESENTATIONS OR AGREEMENTS HAVE BEEN MADE TO OR WITH FRANCHISEE REGARDING THE SUCCESS OR PROFITABILITY OF THE FRANCHISED BUSINESS OR THE SUITABILITY OF THE LOCATION. (ix) FRANCHISEE REPRESENTS AND WARRANTS THAT IT HAS THE FULL LEGAL AUTHORITY TO OPERATE THE FRANCHISED BUSINESS, AND IF AN ENTITY HAS BEEN DULY INCORPORATED AND AUTHORIZED IN WHATEVER MANNER REQUIRED BY AND AMONG ITS OWNERS. FRANCHISEE WILL ENSURE THAT IT REMAINS FULLY LICENSED AND AUTHORIZED TO OPERATE THE FRANCHISED BUSINESS FOR THE TERM OF THIS AGREEMENT.

27.GENERAL PROVISIONS

27.1. Governing Law. Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Agreement and the franchise relationship shall be governed by the laws of the State of Delaware (without reference to its principles of conflicts of law), but any law of the State of

Delaware that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

27.2. Relationship of the Parties. You understand and agree that nothing in this Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as a franchisee of ours and the independent owner of your Franchise. You agree to place such other notices of independent ownership on such forms, stationery, advertising, business cards and other materials as we may require from time to time. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other or represent that our relationship is other than franchisor and franchisee. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Agreement.

27.3. Severability and Substitution. Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Agreement. If a court concludes that any promise or covenant in this Agreement is unreasonable and unenforceable: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable.

27.4. Waivers. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall be without prejudice to any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the franchise before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms of this Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any mandatory specification, standard, or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other Send Me a Trainer franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Agreement.

27.5. Approvals. Whenever this Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have disapproved your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is to acquire our approval. You are not entitled to any other relief or damages for our denial of approval.

27.6. Force Majeure. Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from any event of *force majeure*. Any delay resulting from an event of force majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

27.7. Binding Effect. This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement; provided, however, that the additional insureds listed in Section 17.1 and the Indemnified Parties are intended third party beneficiaries under this Agreement with respect to Section 17.1 and Section 20, respectively.

27.8. Integration. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT, EXCEPT AS PERMITTED BY SECTION 13.2 AND SECTION 27.3,

BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Any e-mail correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The attachment(s) are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Agreement. As referenced above, all mandatory provisions of the Manual are part of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document.

27.9. Covenant of Good Faith. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or adversely your interests; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

27.10. Rights of Parties are Cumulative. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by law.

27.11. Survival. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the franchise) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire, including, without limitation, Section 15, Section 16, Section 18, Section 20, Section 23, Section 24 and Section 26

27.12. Construction. The headings in this Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. The term "you" as used in this Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine and the possessive.

27.13. Time of Essence. Time is of the essence in this Agreement and every term thereof.

27.14. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

27.15. Notice. All notices given under this Agreement must be in writing, delivered by hand, email (to the last email address provided by the recipient) or first-class mail, to the following addresses (which may be changed upon 10 business days' prior written notice):

YOU: As set forth below your signature on this Agreement

US: Send Me a Trainer Franchising LLC.
651 N. Broad Street, Suite 205 (#819)
Middletown, Delaware 19709

WITH COPY TO: Evan M. Goldman, Esquire
(which shall not Greenspoon Marder LLP
constitute notice) 343 Thornall Street, Suite 640
Edison, New Jersey 08837

Notice shall be considered given at the time delivered by hand, or one (1) business day after sending by fax, email or comparable electronic system, or three (3) business days after placed in the mail, postage prepaid, by certified mail with a return receipt requested.

The parties to this Agreement have executed this Agreement effective as of the Effective Date first above written.

FRANCHISOR:

Send Me a Trainer Franchising LLC, a
Delaware Limited Liability Corporation

Signature:

Name: _____

Title: _____

FRANCHISEE:

Name: _____

Signature:

Name: _____

Title: _____

Principal Business Address:

ATTACHMENT A
TO FRANCHISE AGREEMENT
FRANCHISE DATA SHEET

1. **Effective Date.** The Effective Date set forth in the introductory paragraph of the Franchise Agreement is: _____, 20__.
2. **Territory.** The Territory set forth in Section 4 of the Franchise Agreement will be the following zip codes:

3. **Franchise Fee.** The Initial Franchise Fee is: _____.
4. **Territory Fee.** The territory Fee is: _____.
5. **Population in Territory.** The total number of individuals is: _____.
6. **Identification of Managing Owner.** Your Managing Owner as of the Effective Date is _____
You may not change the Managing Owner without prior written approval.
7. **Identification of Designated Manager.** Your Designated Manager, if applicable, as of the Effective Date is _____.
You may not change the Designated Manager without prior written approval.

FRANCHISOR:

Send Me a Trainer Franchising LLC

Signature:

Name: _____

Title: _____

FRANCHISEE:

Name: _____

Signature:

Name: _____

Title: _____

ATTACHMENT B
TO FRANCHISE AGREEMENT

Form of Ownership
(Check One)

___ Corporation ___ Limited Liability Company

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

Date and State of incorporation: _____

Management (managers, officers, board of directors, etc.):

NAME	TITLE

Members, Stockholders, Partners:

NAME	ADDRESS	% OWNED

(Signatures on following page)

FRANCHISOR:

Send Me a Trainer Franchising LLC, a
Delaware Limited Liability Corporation

Signature:

Name: _____

Title: _____

FRANCHISEE:

Name: _____

Signature:

Name: _____

Title: _____

ATTACHMENT C
TO FRANCHISE AGREEMENT
OWNERS AGREEMENT

As a condition to the granting by Send Me a Trainer Franchising LLC. (“we” or “us”) of a franchise agreement with _____ (“Franchisee”), each of the undersigned individuals (“Owners”), who constitute all of the owners of a beneficial interest in Franchisee, as well as their respective spouses, covenant and agree to be bound by this Owners Agreement (“Owners Agreement”).

1. **Acknowledgments.**

1.1. **Franchise Agreement.** Franchisee entered into a franchise agreement with us effective as of _____, 20____ (“Franchise Agreement”). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2. **Owners’ Role.** Owners are the beneficial owners of all of the equity interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives, and assigns. Franchisee’s obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee’s owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. **Non-Disclosure and Protection of Confidential Information.**

Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee’s non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data which we designate as confidential will also be deemed Confidential Information for purposes of this Owners Agreement.

3. **Covenant Not To Compete.**

3.1. **Non-Competition During and After the Term of the Franchise Agreement.** Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures, and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee’s restrictions on competition both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement

as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement.

- 3.2. Construction of Covenants. The parties agree that each such covenant related to non-competition will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.
- 3.3. Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

- 4.1. Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.
- 4.2. Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.
- 4.3. Indemnification. Owners will indemnify, defend, and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.
- 4.4. No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.
- 4.5. Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.
- 4.6. Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death, and the obligations of any other Owners will continue in full force and effect.

5. **Transfers.** Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources, and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge, or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that any attempted Transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Owners Agreement and the Franchise Agreement.

6. **Notices.**

6.1. **Method of Notice.** Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2. **Notice Addresses.** Our current address for all communications under this Owners Agreement is:

Send Me a Trainer Franchising LLC.
651 N. Broad Street, Suite 205 (#819)
Middletown, Delaware 19709

the current address of each Owner for all communications under this Owners Agreement is designated on the signature page of this Owners Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. **Enforcement of This Owners Agreement.**

7.1. **Dispute Resolution.** Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

7.2. **Choice of Law; Jurisdiction and Venue.** This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3. **Provisional Remedies.** We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

- 8.1.1. No Other Agreements. This Owners Agreement constitutes the entire, full, and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings, or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those in this Owners Agreement. No other obligations, restrictions, or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Owners Agreement), no amendment, change, or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.
- 8.2. Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property, or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.
- 8.3. No Third-Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors, and assigns) any rights or remedies under or by reason of this Owners Agreement.
- 8.4. Construction. Any term defined in the Franchise Agreement which is not defined in this Owners Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Owners Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Owners Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.
- 8.5. Binding Effect. This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors, and (permitted) assigns.
- 8.6. Successors. References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns, or transferees.
- 8.7. Nonwaiver. Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.
- 8.8. No Personal Liability. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Owners Agreement, or based on any

oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9. Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

9. No Disparagement or Misappropriation. At no time (i.e., indefinitely) following the Effective Date shall the Owner (i) make any statements, or take any other actions whatsoever, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of the Franchisor or any of its affiliates (collectively, the “Company Goodwill”) or (ii) commit any other action that could likely injure, hinder or interfere with the Business, business relationships or Company Goodwill of the Company or its affiliates. The Owner hereby represents and warrants that, prior to the Effective Date, the Owner has not committed any of the foregoing actions described in this Section 9. In the event Owner breaches any component of this Section 9 at any time, Owner acknowledges and agrees that it would be impractical or extremely difficult to ascertain the amount of actual damages to Franchisor. For this reason, Owner agrees that any violation of this Section 9 shall result in the imposition of liquidated damages, and not as a penalty, in the amount of the Initial Franchise Fee under the Franchise Agreement, per each occurrence, to be paid by Owner to Franchisor, which represents the reasonable compensation for the loss incurred because of the breach.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

OWNERS:

[Insert Name and Address of Owner]

[Insert Name of Spouse]

[Insert Name and Address of Owner]

[Insert Name of Spouse]

[Insert Name and Address of Owner]

[Insert Name of Spouse]

[Insert Name and Address of Owner]

[Insert Name of Spouse]

Send Me a Trainer Franchising LLC. hereby accepts the Owner(s)' agreements:

By: _____

Title: _____

ATTACHMENT D

SBA ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM (“**Addendum**”) is made and entered into on _____, 20____, by Send Me a Trainer Franchising LLC., 651 N. Broad Street, Suite 205 (#819), Middletown, Delaware 19709 (“**Franchisor**”), and _____, located at _____ (“**Franchisee**”).

RECITALS

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20____, (the “**Franchise Agreement**”). Franchisee agreed, among other things, to operate and maintain a franchise located at _____ (the “**Franchised Business**”). Franchisee has obtained from a lender a loan (the “**Loan**”) in which funding is provided with the assistance of the United States Small Business Administration (“**SBA**”). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable consideration in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **NO DEFAULT**. As of the date of this Addendum, the Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured.

2. **LIEN**. Under Section IF of the Franchise Agreement, Franchisee may grant the SBA a lien on Franchisee’s business assets as required in its loan authorization, provided that such lien excludes the Franchise Agreement. Notwithstanding anything to the contrary in the Franchise Agreement, Franchisee may grant the SBA a lien on any Trailer(s) financed by the SBA. During the term of this Addendum, Franchisor shall waive any right to the Conditional Assignment of Title in Attachment D to the Franchise Agreement.

3. **BUSINESS OPERATION**. If Franchisor must operate the business under Section 13E(2) or 15C of the Franchise Agreement, Franchisor will operate the business for a ninety (90)-day renewable term, renewable as necessary for up to one (1) year, and Franchisor will periodically discuss the status with Franchisee or its heirs.

4. **PRICING**. Notwithstanding anything to the contrary in Section 10 of the Franchise Agreement, Franchisee shall have the discretion to set pricing for its products and services provided that, subject to applicable antitrust laws, such pricing: (1) is at or below any maximum price cap programs established by Franchisor for its franchise system during any limited time bona fide promotional programs or national or regional accounts programs; and (2) is at or above any minimum price threshold programs established by Franchisor for its franchise system during any limited time bona fide promotional programs or national or regional accounts programs.

5. **OPTION TO PURCHASE FRANCHISE**. If the Franchise Agreement is terminated and the Franchised Business or its contents are to be sold under Section 16E of the Franchise Agreement and the parties are unable to agree as to a purchase price and terms, the fair market value of the Franchised Business and property shall be determined by three (3) appraisers chosen in the following manner: Franchisee shall select one (1) appraiser, Franchisor shall select one (1) appraiser, and the two (2) appraisers so chosen shall select a third appraiser. The decision of the majority of the appraisers so chosen shall be conclusive. Franchisor and Franchisee shall

individually bear the cost of their selected appraiser, and the cost of the third appraiser shall be shared equally by Franchisor and Franchisee.

6. **RIGHT OF FIRST REFUSAL**. The following is hereby added to the end of Section 13G of the Franchise Agreement:

“However, Franchisor may not exercise a right of first refusal:

- a. if a proposed transfer is between or among individuals (including members of their immediate families and their respective spouses) who, at the time of the proposed transfer, have an ownership interest in Franchisee or the Send Me a Trainer Franchise, and who have guaranteed Franchisee’s obligations under a then- outstanding indebtedness which is guaranteed by the SBA (“**Owner/Guarantor(s)**”); or
- b. if a proposed transfer involves a person other than an Owner/Guarantor and the proposed transfer involves a non-controlling ownership interest in Franchisee or the Send Me a Trainer Franchise.

Franchisor’s right to approve or to disapprove a proposed transfer or transferee, or to exercise its right of first refusal with respect to a Transfer of a controlling interest in Franchisee or the Send Me a Trainer Franchise, shall not be affected by any of the foregoing provisions. If Franchisor does not qualify as a small business under SBA regulations, the parties acknowledge and understand that Franchisor’s exercise of its right of first refusal may result in an SBA guaranteed loan becoming immediately due and payable.”

7. **CONSENT**. Franchisor will not unreasonably withhold, delay, or condition its consent to any proposed transfer or assignment by Franchisee which requires Franchisor’s consent under Section 13B of the Franchise Agreement.

8. **GUARANTY**. The Owner’s Agreement attached as Attachment C to the Franchise Agreement shall be replaced by the Owner’s Agreement attached to this Addendum as Exhibit A. Notwithstanding anything to the contrary in the Franchise Agreement or Exhibit A of this Addendum, Franchisee shall not be responsible to guarantee any obligations of any transferee of the Franchised Business unless such transfer is made to a wholly-owned corporation or limited liability company pursuant to Section 21 of the Franchise Agreement.

9. **TERMINATION**. This Addendum automatically terminates on the earliest to occur of the following: (i) a termination occurs under the Franchise Agreement; (ii) the Loan is paid in full; or (iii) SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written.

FRANCHISOR:

Send Me a Trainer Franchising LLC.

By:

Print Name:

Title:

FRANCHISEE:

By:

Print Name:

Title:

ATTACHMENT D

**COVID RELIEF PURCHASE PROGRAM LOAN
AGREEMENT**

COVID RELIEF PURCHASE PROGRAM LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") BETWEEN:
Send Me a Trainer Franchising LLC.

(the "Lender or Franchisor")

OF THE FIRST PART

AND

(the "Borrower or Franchisee")

OF THE SECOND PART

IN CONSIDERATION OF the Franchisor loaning certain monies (the "Loan or Purchase Program Amount") to the Franchisee, and the Franchisee repaying the Loan to the Franchisor, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Fixed Interest/Profit Amount

1. This is a payment plan of your initial Franchise Fee. The Franchisor hereby loans \$_____ USD towards the initial Franchise Fee as described in Section 15.1 of the Franchise Agreement, to the Franchisee and the Franchisee promises to repay this principal amount to the Franchisor, plus a fixed interest or profit amount payable over the term of the program as outlined in this Agreement, beginning the same day the Franchise Agreement is signed. There is no compounding, or any variable amounts owed above the fixed payments specified below. This loan represents the initial fees due to the Franchisor in relation the Franchise Agreement entered into by the Franchisee.

Payment

2. The Purchase Program Amount will be repaid in consecutive even monthly installments of \$500 on the first day of each month following the first payment which occurs on signing of this agreement and continuing for between 60 and 84 months (depending on the amount financed). The implied maximum annual rate of interest is 7.42% which represents profit to the Franchisor for being able to offer this program.

Default

3. If Franchisee shuts down the business due to non-performance (Revenue not covering expenses for a period of 3 consecutive months or longer), then Franchisee will not be required to pay any of the remaining payments of the purchase program. (i.e., Franchisee shall automatically be deemed to be released from the obligation to pay the unpaid portion of the Franchise Fee at the time that Franchisee shuts down the business due to such non-performance).
4. Notwithstanding anything to the contrary in this Agreement, if the Franchisee defaults in the performance of any obligation under this Agreement, then the Franchisor may declare the

- principal amount owing under this Agreement at that time to be immediately due and payable.
5. If the Franchisee defaults in payment as required under this Agreement or after demand for ten (10) days, the Security will be immediately provided to the Franchisor and the Franchisor is granted all rights of repossession as a secured party.
 6. If the Franchisee defaults in payment as required under this Agreement or after demand for ten (10) days, the Franchisee will be in default of the Franchise Agreement 22.2(xx).

Security

7. This Loan is secured by the following security (the "Security"): the Franchisees Send Me a Trainer Franchise.
8. The Franchisee grants to the Franchisor a security interest in the Security until this Loan is paid in full. The Franchisor will be listed as a lender on the title of the Security whether or not the Franchisor elects to perfect the security interest in the Security. The Franchisee will do everything necessary to assist the Franchisor in perfecting its security interest.
9. For clarity purposes, there are no personal guarantees, and the Franchisees personal assets are not offered as "Security".

Governing Law

10. This Agreement will be construed in accordance with and governed by the laws of the State of Delaware.

Costs

11. The Franchisee shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Franchisor incurred by enforcing this Agreement as a result of any default by the Franchisee and such costs will be added to the principal then outstanding and shall be due and payable by the Franchisee to the Franchisor immediately upon demand of the Franchisor.

Binding Effect

12. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Franchisee and Franchisor. The Franchisee waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

13. This Agreement may only be amended or modified by a written instrument executed by both the Franchisee and the Franchisor.

Severability

14. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the

provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

- 15. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

- 16. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this

this _____ day of _____,
_____.

FRANCHISOR:

Send Me a Trainer Franchising LLC.

By:

Print

Name:

Title:

FRANCHISEE:

By:

Print Name:

Title:

EXHIBIT B

FINANCIAL STATEMENTS

**SEND ME A TRAINER FRANCHISING, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2021**

**SEND ME A TRAINER FRANCHISING, LLC
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BARRY KNEPPER
CERTIFIED PUBLIC ACCOUNTANT
33202 SPRUCE POND CIRCLE PLAINVIEW, NEW YORK 11803

INDEPENDENT AUDITOR'S REPORT

To the members
Send Me A Trainer Franchising, LLC

Opinion

We have audited the financial statements of Send Me A Trainer Franchising, LLC which comprise the balance sheet as of December 31, 2021, and the related statements of operations and changes in members' equity, and cash flows for the period year ended December 31,2021 and the related notes to the financial statements. In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of as of Send Me A Trainer Franchising, LLC at December 31, 2021, and the results of its operations and its cash flows for the for the year ended December 31,2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Send Me A Trainer Franchising, 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 Send Me A Trainer Franchising, 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness Send Me A Trainer Franchising, 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 Send Me A Trainer Franchising, 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.



Barry Knepper
Plainview, New York
February 18, 2022

**SEND ME A TRAINER FRANCHISING, LLC
BALANCE SHEETS**

	DECEMBER 31	
	2021	2020
<u>ASSETS</u>		
Current assets		
Cash	\$ 283,021	\$ 59,530
Accounts receivable	240,312	—
Deferred commission expense	24,429	1,500
	547,762	61,030
 Deferred commission expense-net of current	 206,274	 13,375
	\$ 754,036	\$ 74,405
 <u>LIABILITIES AND MEMBERS' EQUITY(DEFICIT)</u>		
Current liabilities		
Accounts payable and accrued expenses	\$ 16,454	\$ 5,376
Notes payable-members	50,000	50,000
Deferred franchise fees	54,214	5,000
Total current liabilities	120,668	60,376
 Deferred franchise fees, net of current	 455,301	 41,247
 Members' Equity(Deficit)	 178,067	 (27,218)
Total Liabilities and Members' Equity (Deficit)	\$ 754,036	\$ 74,405

See notes to financial statements

SEND ME A TRAINER FRANCHISING,LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY(DEFICIT)

	YEAR ENDED DECEMBER 31	
	2021	2020
Revenues		
Franchise fees	\$ 376,791	\$ 65,082
Other	27,186	6,900
	<u>403,977</u>	<u>71,982</u>
 General and Administrative Expenses	 <u>198,692</u>	 <u>91,014</u>
 Net Income	 205,285	 (19,032)
 Members' (Deficit) -Beginning	 <u>(27,218)</u>	 <u>(8,186)</u>
 Members' Equity(Deficit)-Ending	 <u><u>\$ 178,067</u></u>	 <u><u>\$ (27,218)</u></u>

See notes to financial statements

SEND ME A TRAINER FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

	YEAR ENDED DECEMBER 31	
	2021	2020
Operating Activities		
Net Profit(Loss)	\$ 205,285	\$ (21,055)
Adjustments to reconcile net profit(loss) to net cash provided by operating activities:		
Changes in assets and liabilities		
Prepaid asset	—	(7,950)
Deferred commission expense	(215,828)	(14,875)
Accounts receivable	(240,312)	—
Accounts payable and accrued expenses	11,078	5,376
Deferred franchise fees	463,268	46,388
	<u>223,491</u>	<u>7,884</u>
Investing Activities		
Members loans	—	50,000
Net Increase in Cash	223,491	57,884
Cash-Beginning	59,530	1,646
Cash-Ending	<u>\$ 283,021</u>	<u>\$ 59,530</u>

See notes to financial statements

SEND ME A TRAINER FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31,2021

1. THE COMPANY-The Company is a Delaware limited liability company formed in July 2019. It offers franchises that operate personal training services, group fitness classes, and corporate and residential fitness programs at times and locations convenient for clients.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to receipt or disbursement of funds.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a business that provides personal training services, group fitness classes, and corporate and residential fitness programs using the system for a specified number of years.

Concentration of Credit Risk— Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of \$ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates- The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Cash-Cash consists of unrestricted cash on deposit at financial institutions.

Taxes on Income - The Company has elected to be taxed limited liability company federal and state income tax purposes. Income and expenses for the Company pass through directly to the shareholder and is reported on its income tax returns.

Revenue Recognition — In May 2014, the FASB issued a new accounting standard ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)", that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. The new standard changes how the Company records initial franchise fees from franchisees, area developer fees and brand development fees.

SEND ME A TRAINER FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS (continued)
DECEMBER 31,2021

Under Legacy GAAP, franchise fees, which are non-refundable, were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations. . The transaction price attributable to performance obligations are recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation are amortized over the life of the related franchise agreements. Commission paid for franchises are amortized over the life of the franchise agreement.

2. MEMBERS NOTES PAYABLE-The Company obtained loans from shareholders totaling \$50,000. These loans bear no interest and have no due date. The balance due outstanding at December 31,2021 and 2020, was \$50,000, respectively .

3 DEFERRED FRANCHISE FEES and DEFERRED COMMISSIONS- In compliance with the Financial Accounting Standards Board (“FASB”) new accounting standards for revenue recognition (“Topic 606”), the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2021, and 2020, were \$509,515 and \$46,247, respectively. The Company records its commissions paid as deferred to be recognized over the life of the franchise agreement. The deferred commissions as of December 31, 2021, and 2020, were \$230,703 and \$14,875, respectively.

4 SUBSEQUENT EVENTS- The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through. February 18,2022, which is the date the financial statements were available to be issued.

**SEND ME A TRAINER FRANCHISING,LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2020 and 2019**

**SEND ME A TRAINER FRANCHISING,LLC
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BARRY KNEPPER
CERTIFIED PUBLIC ACCOUNTANT
33202 SPRUCE POND CIRCLE PLAINVIEW, NEW YORK 11803

INDEPENDENT AUDITOR'S REPORT

To the Members

Send Me A Trainer Franchising, LLC

We have audited the accompanying financial statements of Send Me A Trainer Franchising LLC (the "Company") which comprise the balance sheets as of December 31, 2020 and 2019 and the related statements of operations, changes in member's equity(deficit) and cash flows for the years ended December 31, 2020 and 2019 the related notes to financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America. This includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Send Me A Trainer Franchising, LLC as of December 31, 2020 and 2019 the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.


Barry Knepper, CPA
October 8, 2021

**SEND ME A TRAINER FRANCHISING, LLC
BALANCE SHEETS**

		DECEMBER 31	
		2020	2019
<u>ASSETS</u>			
Current assets			
Cash		\$ 59,530	\$ 1,646
Deferred brokerage fee		1,500	—
		61,030	1,646
 Deferred brokerage fee-net of current		13,375	—
		\$ 74,405	\$ 1,646
 <u>LIABILITIES AND MEMBERS' (DEFICIT)</u>			
Current liabilities			
Accrued expenses		\$ 5,376	\$ —
Notes payable-members		50,000	—
Deferred franchise fees		5,000	1,000
Total current liabilities		60,376	1,000
 Deferred franchise fees, net of current		41,247	8,832
 Members' (Deficit)		(27,218)	(8,186)
Total Liabilities and Members' (Deficit)		\$ 74,405	\$ 1,646

See notes to financial statements

SEND ME A TRAINER FRANCHISING,LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY(DEFICIT)

	YEAR ENDED DECEMBER 31	
	2020	2019
Revenues		
Franchise fees	\$ 65,082	\$ 20,167
Other	6,900	3,303
	<u>71,982</u>	<u>23,470</u>
General and Administrative Expenses	<u>91,014</u>	<u>32,656</u>
Net Loss	(19,032)	(9,186)
Members' Equity(Deficit) -Beginning	<u>(8,186)</u>	<u>1,000</u>
Members' (Deficit)-Ending	<u>\$ (27,218)</u>	<u>\$ (8,186)</u>

See notes to financial statements

SEND ME A TRAINER FRANCHISING,LLC
STATEMENTS OF CASH FLOWS

	YEAR ENDED DECEMBER 31 2020	PERIOD JULY 24,2019- DECEMBER 31,2019
Operating Activities		
Net (Loss)	\$ (19,032)	\$ (9,186)
Adjustments to reconcile net (loss) to net cash provided by operating activities:		
Changes in assets and liabilities		
Deferred brokerage fee	(14,875)	—
Accrued expenses	5,376	—
Deferred franchise fees	36,415	9,832
	<u>7,884</u>	<u>646</u>
Financing Activities		
Members loans	<u>50,000</u>	<u>—</u>
Net Increase in Cash	57,884	646
Cash-Beginning	1,646	—
Member equity contribution	—	1,000
Cash-Ending	<u><u>\$ 59,530</u></u>	<u><u>\$ 1,646</u></u>

See notes to financial statements

SEND ME A TRAINER FRANCHISING,LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31,2020

1.THE COMPANY-Send Me a Trainer Franchising LLC is a Delaware Limited Liability Company formed in July 2019. The Company offers franchises that operate personal training services, group fitness classes, and corporate and residential fitness programs at times and locations convenient for clients.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to receipt or disbursement of funds.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a business that provides personal training services, group fitness classes, and corporate and residential fitness programs using the system for a specified number of years. The Company had four and one franchisees as of December 31,2020 and 2019, respectively.

Concentration of Credit Risk— Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of \$ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates- The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Cash-Cash consists of unrestricted cash on deposit at financial institutions.

Taxes on Income - The Company has elected to be taxed as a limited liability company for federal and state income tax purposes. Income and expenses for the Company pass through directly to the shareholder and is reported on its income tax returns.

Revenue Recognition — In May 2014, the FASB issued a new accounting standard ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)", that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. Additionally, the new guidance requires enhanced disclosure to help financial statement users better understand the nature, amount, timing and uncertainty of the revenue recorded.

The new standard will change how the Company records initial franchise fees from franchisees, area developer fees and brand development fees. Under Legacy GAAP, franchise fees, which are non-refundable, were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations

SEND ME A TRAINER FRANCHISING,LLC
NOTES TO FINANCIAL STATEMENTS(continued)
DECEMBER 31,2020

In January 2021 the FASB issued ASU 2021-02 which allows a non- public franchisor to use a practical expedient when identifying performance obligations with its franchisees .The practical expedient allows for the treatment of certain pre-opening expenses as distinct from the franchise license .These pre-opening services consist of the following activities:

- Training of the franchisee’s personnel or the franchisee
- Preparation and distribution of manual and similar materials concerning operations, administration and record keeping.
- Bookkeeping, information technology and advisory’s services, including setting up the franchisee’s records and advising the franchisee about income, real estate and other taxes or about regulations affecting the franchisee’s business.
- Inspection, testing and other quality control programs.

The adoption of the new guidance will also change the reporting of brand development fund contributions from franchisees and the related advertising fund expenditures, which are not currently included in the Statements of Earnings but are reported on the balance Sheet. The new guidance requires these advertising fund contributions and expenditures to be reported on a gross basis in the Statements of Earnings, which will impact our total revenues and expenses although we do not expect a material impact on net income as the fund is managed such that revenues and expenses are generally offsetting. The Company adopted this new accounting standard effective with the period ending December 2019, its initial reporting period .As a result, no retroactive adjustment was required to the financial statements.

Franchise fees recognized as income as a result of the implementation of this new standard of accounting were reduced by \$36,415 and \$9,832 in the periods ending December 31,2020 and 2019, respectively.

2. MEMBER NOTES PAYABLE-The Company obtained loans from members totaling \$50,000 during the year end December 31,2020.These loan bear no interest and have no due date. The balance due outstanding at December 31,2020 was \$50,000.

3 SUBSEQUENT EVENTS- The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through. October 8,2021, which is the date the financial statements were available to be issued.

EXHIBIT C

LIST OF CURRENT AND FORMER FRANCHISEES

Current Franchisees as of December 31, 2021:

Fitness By The Lake LLC
2345 Griffith Road
Winston Salem, North Carolina 27103
Tel: 919-426-1671
Email: winstonsalem@sendmeatrainner.com

CHI QUEST, INC.
406 Conestoga Way
San Jose, California 95123
Tel: 408-256-9888
Email: sanjosewest@sendmeatrainner.com

The Funway Company Inc.
601 Brickell Key Drive, Suite 700
Miami, Florida 3313
Tel: 305-853-8966
Email: downtownmiami@sendmeatrainner.com

Yellow Bird Enterprise, Inc
305 W Lyon Farm Drive
Greenwich, Connecticut 06831
Tel: 914-806-5663
Email: southernfairfield@sendmeatrainner.com

Trainer To You LLC
230 Paseo Gusto
Palm Desert, California 92211
Tel: 818-941-5971
Email: palmsprings@sendmeatrainner.com

JM Fit for Life
6 Pheasant Ridge Road
Newtown, Connecticut 06470
Tel: 203-430-7326
Email: northernfairfield@sendmeatrainner.com

Pawsome Fitness, LLC
4307 Sunset Rose Drive
Fort Mill, South Carolina 29708
Tel: 516-637-5089
Email: fortmill@sendmeatrainner.com

Legacy21 LLC
3307 Arboretum Trail
Chesapeake, Virginia 23321
Tel: 914-806-5663
Email: hamptonroadsva@sendmeatrainner.com

Reach 4 Fitness LLC
3531 NC Hwy 54 West
Chapel Hill, North Carolina 27516
Tel: 919-338-2969
Email: chapelhilloc@sendmeatrainner.com

Health & Wealth Experiences LLC
2802 Fintrock Trace Suite #328
Austin, Texas 78738
Tel: 512-828-7171
Email: northaustin@sendmeatrainner.com

KHS Personal Training Solutions LLC
1020 Collier Run Road
Middle River, Maryland 21220
Tel: 703-839-2200
Email: nebaltimecounty@sendmeatrainner.com

Jusfit Fitness LLC
4207 Youngstown Drive
Greensboro, North Carolina 27405
Tel: 336-837-5427
Email: greensborowest@sendmeatrainner.com

Send Me a Trainer Hoboken LLC
151 West Passaic Avenue
Bloomfield, New Jersey 07003
Tel: 347-662-0934
Email: hoboken@sendmeatrainner.com

Generational Health LLC
505 Church Street, Suite 2409
Nashville, Tennessee 37219
Tel: 615-496-6165
Email: downtownnashville@sendmeatrainner.com

Franchisees with Unopened Outlets as of December 31, 2021:

Fast Track Personal Training, LLC
20191 E. Country Club Drive
Aventura, Florida 33180
Tel: 305-469-0704
Email: miamine@sendmeatrainner.com

Slip Kid LLC
5493 Longlake Court
Cincinnati, Ohio 45247
Tel: 513-238-9937
Email: cincinnatinorthwest@sendmeatrainner.com

JPCoronado Corporation
575 Knoll Road
Boonton, New Jersey 07005
Tel: 973-905-9371
Email: greatermorrictown@sendmeatrainner.com

Curtis Bean
Address To Be determined
Montecito, California
Tel: Not Established Yet
Email: Not Established Yet

Former Franchisees:

The name and last known address of every franchisee who had a Send Me a Trainer Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2021 to December 31, 2021, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

None

EXHIBIT D

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

<p>CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677</p>	<p>NEW YORK New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222</p>
<p>HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p>
<p>ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563</p>
<p>MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p>	<p>VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p>
<p>MICHIGAN Michigan Attorney General’s Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p>	<p>WASHINGTON Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760</p>
<p>MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600</p>	<p>WISCONSIN Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

<p>CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677</p>	<p>NEW YORK New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492</p>
<p>HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p>
<p>ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563</p>
<p>MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p>	<p>VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733</p>
<p>MICHIGAN Michigan Attorney General’s Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p>	<p>WASHINGTON Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760</p>
<p>MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600</p>	<p>WISCONSIN Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

EXHIBIT E

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISEE DISCLOSURE QUESTIONNAIRE

Send Me a Trainer Franchising LLC (“we”, “us”, or “our”) and you are preparing to enter into a franchise agreement for the operation of a Send Me a Trainer Franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading and to be certain that you understand the limitations on legal claims you may make by reason of the purchase and operation of your franchise. Please review each of the following questions carefully and provide honest responses to each question.

1. Yes ___ No ___ Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?
2. Yes ___ No ___ Have you received and personally reviewed the Franchise Disclosure Document we provided?
3. Yes ___ No ___ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4. Yes ___ No ___ Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5. Yes ___ No ___ Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor or have you had the opportunity for such review and chosen not to engage such professionals?
6. Yes ___ No ___ Have you discussed the benefits and risks of developing and operating a Send Me a Trainer Business with an existing Send Me a Trainer franchisee?
7. Yes ___ No ___ Do you understand the risks of developing and operating a Send Me a Trainer Business?
8. Yes ___ No ___ Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor, and supply costs, and other relevant factors?
9. Yes ___ No ___ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated, mediated, and/or arbitrated in Delaware, if not resolved informally or by mediation?
10. Yes ___ No ___ Do you understand that you must satisfactorily complete the initial training course before we will allow your Business to open or consent to a transfer?
11. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Send Me a Trainer Business, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
13. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Send Me a Trainer Business will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
14. Yes ___ No ___ Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Send Me a Trainer Business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?
15. Yes ___ No ___ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

EXPLANATION OF ANY NEGATIVE RESPONSE
(REFER TO QUESTION NUMBER)

Questionnaire Number	Explanation of Negative Response

Do not sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document. Sign and date this Questionnaire the same day you sign the Franchise Agreement and pay your franchise fee.

FRANCHISEE: _____

Signature: _____

Print Name: _____

Date: _____

SPECIAL NOTE FOR RESIDENTS OF THE STATE OF MARYLAND AND FRANCHISED BUSINESSES LOCATED IN MARYLAND: Nothing in this Questionnaire will act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

EXHIBIT F

STATE ADDENDA AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Business Oversight before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in Middletown, Delaware. 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 or Supplemental Agreements restricting venue to a forum outside the State of California. The Franchise Agreement may contain a mediation provision. If so, the parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and Supplemental Agreements require the application of the law of Delaware. This provision may not be enforceable under California law.

Neither Franchisor nor any other person listed in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code 20000 through 20043 provides rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and

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

Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of this website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENTS

Item 5 of the FDD and the Franchise Agreement are amended to state: “Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.”x

Item 17 of the FDD and the Franchise Agreement are amended to state: “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

Item 17 of the FDD and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.

Item 17 of the FDD and the Franchise Agreement are amended to state: This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

The Franchise Agreement and franchisee questionnaire are amended to state that 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.

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

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 THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS 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 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 ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for Franchisee to renew or extend," and Item 17(m), entitled "Conditions for Franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent

of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by Franchisee”:

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of Forum”, and Item 17(w), titled “Choice of Law:”

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

VIRGINIA

Item 17(h). The following is added to Item 17(h):

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Send Me a Trainer Franchising LLC. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.:

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 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.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

- | | |
|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> California | <input type="checkbox"/> New York |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | |

FRANCHISOR:

Send Me a Training Franchising LLC

By: _____
Title: _____
Date: _____

FRANCHISEE:

[INSERT]

By: _____
Title: _____
Date: _____

EXHIBIT G

CONTRACTS FOR USE WITH SEND ME A TRAINER FRANCHISE

The following contracts contained in Exhibit G are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of Send Me a Trainer Business. The following are the forms of contracts that Send Me a Trainer Franchising LLC uses as of the Issuance Date of this Franchise Disclosure Document.

EXHIBIT G-1

SEND ME A TRAINER FRANCHISE

GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of _____, 20__ by _____, a(n) _____ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Send Me a Trainer Franchising LLC., a Delaware Limited Liability Company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a Send Me a Trainer business;

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee (**enter into a successor franchise agreement**), and Franchisor has consented to such transfer (**agreed to enter into a successor franchise agreement**); and

WHEREAS, as a condition to Franchisor's consent to the transfer (**Franchisee's ability to enter into a successor franchise agreement**), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer (**Franchisor entering into a successor franchise agreement**), and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. The undersigned represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor

may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third-party claim.

3. Non-disparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Agreement to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Delaware.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require consummating, evidence, or confirm the Release contained herein in the matter contemplated hereby.

IN WITNESS WHEREOF, Releasor has executed this Release as of the date written below.

FRANCHISEE:

_____, a

By: _____

Name: _____

Its: _____

FRANCHISEE'S OWNERS:

Date _____

Signature

Typed or Printed Name

EXHIBIT G-2

SEND ME A TRAINER FRANCHISE PROTECTION AGREEMENT

This System Protection Agreement (“Agreement”) is entered into by the undersigned (“you” or “your”) in favor of Send Me a Trainer Franchising LLC., a Delaware Limited Liability Company, and its successors and assigns (“us,” “we,” or “our”), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

“*Competitive Business*” means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by you in and/or from the Franchisee Territory (including, but not limited to, the products we authorize); or (ii) provides or offers to provide services the same as or similar to the type of services sold by you in and/or from the Franchisee Territory (including, but not limited to, the services we authorize), but excludes a Send Me a Trainer business operating pursuant to a franchise agreement with us.

“*Copyrights*” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of a Send Me a Trainer business or the solicitation or offer of a Send Me a Trainer franchise, whether now in existence or created in the future.

“*Franchisee*” means Send Me a Trainer franchisee for which you are a manager or officer.

“*Franchisee Territory*” means the territory granted to you pursuant to a franchise agreement with us.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, marketing, and/or operation of a Send Me a Trainer business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential Web-Based Operations Manual for the operation of a Send Me a Trainer business, which may be periodically modified by us.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Send Me a Trainer business, including “Send Me a Trainer,” and any other trademarks, service marks, or trade names that we designate for use by a Send Me a Trainer business. The term “Marks” also includes any distinctive trade dress used to identify a Send Me a Trainer business, whether now in existence or hereafter created.

“*Prohibited Activities*” means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly-traded company that is a

Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing or attempting to induce: (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position; or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

“*Restricted Period*” means the two-year period after you cease to be a manager or officer of Franchisee’s Send Me a Trainer business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the “*Restricted Period*” means the one-year period after you cease to be a manager or officer of Franchisee’s Send Me a Trainer business.

“*Restricted Territory*” means the geographic area within: (i) a 15-mile radius from Franchisee’s Send Me a Trainer business (and including the premises of the approved location of Franchisee); and (ii) a 15-mile radius from all other Send Me a Trainer businesses that are operating or under construction as of the beginning of the *Restricted Period*; provided, however, that if a court of competent jurisdiction determines that the foregoing *Restricted Territory* is too broad to be enforceable, then the “*Restricted Territory*” means the geographic area within a 25-mile radius from Franchisee’s Send Me a Trainer business (and including the premises of the approved location of Franchisee).

“*System*” means our system for the establishment, development, operation, and management of a Send Me a Trainer business, including Know-how, proprietary programs and products, Manual, and operating system.

2. Background. You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. Know-How and Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than Send Me a Trainer business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager or officer of Franchisee’s Send Me a Trainer business. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property and the System shall not apply to any information which is information publicly known or becomes lawfully known in the public domain other than through a breach of this Agreement or is required or compelled by law to be disclosed, provided that you will give reasonable notice to us to allow us to seek protective or other court orders.

4. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are a manager or officer of Franchisee’s Send Me a Trainer business by engaging in any Prohibited Activities.

5. Unfair Competition After Relationship. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. Immediate Family Members. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

7. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

8. Breach. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Send Me a Trainer franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action that you may have against us, our owners or our affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. Miscellaneous.

a. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

b. This Agreement will be governed by, construed, and enforced under the laws of Delaware, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

EXECUTED on the date stated below.

Date _____

Signature

Typed or Printed Name

EXHIBIT G-3

SEND ME A TRAINER FRANCHISE

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into by the undersigned (“you”) in favor of Send Me a Trainer Franchising LLC., a Delaware Limited Liability Company, and its successors and assigns (“us”), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

“*Copyrights*” means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Send Me a Trainer franchisees to use, sell, or display in connection with the marketing and/or operation of a Send Me a Trainer Business, whether now in existence or created in the future.

“*Franchisee*” means Send Me a Trainer franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

“*Send Me a Trainer Business*” means a business that provides fitness training, workout facilities, gym memberships, and other related products and services using our Intellectual Property.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Send Me a Trainer Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential Web-Based Operations Manual for the operation of a Send Me a Trainer Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Send Me a Trainer Business, including “Send Me a Trainer” and any other trademarks, service marks, or trade names that we designate for use by a Send Me a Trainer Business. The term “Marks” also includes any distinctive trade dress used to identify a Send Me a Trainer Business, whether now in existence or hereafter created.

“*System*” means our system for the establishment, development, operation, and management of a Send Me a Trainer Business, including Know-how, proprietary programs and products, confidential Web-Based Operations Manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of Send Me a Trainer Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Send Me a Trainer Franchising LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other Send Me a Trainer franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

a. Although this Agreement is entered into in favor of Send Me a Trainer Franchising LLC., you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of Delaware, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date _____

Signature

Typed or Printed Name

EXHIBIT G-4

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee E-mail Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
Bank Account No.	(check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

Franchisee hereby authorizes Send Me a Trainer Franchising LLC. (“Franchisor”) to initiate debit entries to Franchisee’s account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee’s account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: _____ Date: _____
Name: _____
Its: _____
Federal Tax ID Number: _____

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT G-5

SEND ME A TRAINER FRANCHISE

APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment (“**Agreement**”) is entered into this ____ day of _____, 20____, between Send Me a Trainer Franchising LLC. (“**Franchisor**”), _____ (“**Former Franchisee**”) and _____ (“**New Franchisee**”).

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____, 20____ (“**Franchise Agreement**”), in which Franchisor granted Former Franchisee the right to operate a Send Me a Trainer franchise located at _____ (“**Franchised Business**”); and

WHEREAS, Former Franchisee desires to assign (“**Requested Assignment**”) the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement (“**Franchisor’s Assignment Fee**”).

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee’s signing of a franchise agreement pursuant to Section 5 of this Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor’s Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that all of Former Franchisee’s rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Former Franchisee

and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute Franchisor's current form of Franchise Agreement and attachments for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of a Send Me a Trainer franchise as stated in Franchisor's Franchise Disclosure Document.

6. Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a new franchise agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Franchisee and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Franchise Agreement or Franchised Business. Buyer hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement.

11. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

Send Me a Trainer Franchising LLC.

By: _____

Title: _____

FORMER FRANCHISEE:

By: _____

Title: _____

NEW FRANCHISEE:

By: _____

Title: _____

EXHIBIT H
STATE EFFECTIVE DATES PAGE

State Effective Dates

The following states require the 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 disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	May 13, 2021, as amended November 18, 2021
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	January 26, 2022
Michigan	Not Registered
Minnesota	Not Registered
New York	March 4, 2022
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	July 19, 2021, as amended November 17, 2021
Washington	Not Registered
Wisconsin	May 12, 2021, as amended November 15, 2021

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 I
RECEIPTS

RECEIPT
(Retain This Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Send Me a Trainer Franchising 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.

Under Iowa law, if applicable, Send Me a Trainer Franchising LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Send Me a Trainer Franchising LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Send Me a Trainer Franchising 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, DC 20580, and the appropriate state agency identified on Exhibit D.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Muhssin El-Yacoubi, 651 N. Broad Street, Suite 205 (#819), Middletown, Delaware 19709; (888)286-9819

Issuance Date: March 14, 2022

I received a disclosure document issued March 14, 2022 which included the following exhibits:

- Exhibit A Franchise Agreement
- Exhibit B Financial Statements
- Exhibit C List of Current and Former Franchisees
- Exhibit D List of State Administrators and Agents for Service of Process
- Exhibit E Franchise Disclosure Questionnaire
- Exhibit F State Addenda and Agreement Riders
- Exhibit G Contracts for use with the Send Me a Trainer
- Exhibit H State Effective Dates
- Exhibit I Receipts Pages

Date Signature Printed Name

Date Signature Printed Name

PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

RECEIPT (Our Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Send Me a Trainer Franchising 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.

Under Iowa law, if applicable, Send Me a Trainer Franchising LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Send Me a Trainer Franchising LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Send Me a Trainer Franchising 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, DC 20580, and the appropriate state agency identified on Exhibit D.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Muhssin El-Yacoubi, 651 N. Broad Street, Suite 205 (#819), Middletown, Delaware 19709; (888)286-9819

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- Exhibit F State Addenda and Agreement Riders
- Exhibit G Contracts for use with the Send Me a Trainer
- Exhibit H State Effective Dates
- Exhibit I Receipts Pages

Date	Signature	Printed Name
------	-----------	--------------

Date	Signature	Printed Name
------	-----------	--------------

Please sign this copy of the receipt, date your signature, and return it to Send Me a Trainer Franchising LLC., 651 N. Broad Street, Suite 205 (#819), Middletown, Delaware 19709.