

## FRANCHISE DISCLOSURE DOCUMENT

EOS Worldwide Franchising, LLC  
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EOS Worldwide Franchising, LLC (franchisor) offers the right to establish and operate a franchised business that provides entrepreneurial training, leadership and business development products and services to business owners, executives and leadership teams utilizing our Entrepreneurial Operating System<sup>®</sup>, under the name “EOS<sup>®</sup>”, and which is comprised of proven and time-tested tools, products and training and facilitation materials, methods, techniques, practices, procedures and processes.

The total investment necessary to begin operation of an EOS Worldwide franchise is \$49,470 to \$132,100, this includes \$42,470 to \$43,970 that must be paid to the franchisor or its affiliate(s).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact EOS Worldwide Franchise Administration via email at [franchise@EOSworldwide.com](mailto:franchise@EOSworldwide.com) or via telephone at (248) 278-8220.

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

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

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

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

## What You Need To Know About Franchising Generally

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

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

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

**Operating restrictions.** The Franchise Agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to clients, 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 C](#).

**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 be highlighted:

1. **Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with the franchisor by mediation and/or arbitration only in Michigan, and any litigation only in Delaware. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Michigan or Delaware than in your own state.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's ability to provide services and support to you.
3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Sales Performance Requirement.** You must maintain minimum performance levels. Your inability to maintain these levels may result in termination of your franchise and loss of your investment.

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

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

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

**If the Franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00 the Franchisee may request the Franchisor to arrange for the escrow of initial investment and other funds paid by the Franchisee until the obligations, if any, of the Franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the Franchisor, a surety bond may be provided in place of escrow.**

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

Any questions regarding this notice should be directed to the Department of Attorney General, Consumer Protection Division, Attn: Franchise Department, G. Mennen Williams Building, 1st Floor, 525 W. Ottawa Street, Lansing, MI 48909, (517) 335-7622.

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

**NOTICE REQUIRED  
BY  
STATE OF NORTH CAROLINA**

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

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### **Exhibits:**

- A. Form of Franchise Agreement
  - A – General Release
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- B. Financial Statements
- C. State Administrators
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- F. Operations Manual Table of Contents
- G. List of Franchisees
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**ITEM 1**  
**THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

**The Franchisor**

The franchisor is EOS Worldwide Franchising, LLC, doing business as “EOS Worldwide,” which will be referred to as “we”, “us”, or “EOSW” in this Disclosure Document. “You” or “your” means the individual person or corporation, partnership or limited liability company or other business entity that acquires the franchise from us and enters into an EOS Worldwide franchise agreement.

We are a Delaware limited liability company formed on January 11, 2021. We currently conduct business under our corporate name “EOS Worldwide”. Our principal business address is 2254 Cole Street, Suite 130, Birmingham, MI 48009. Our telephone number is (248) 278-8220 and our website is www.eosworldwide.com (collectively, with any future websites we create, the “Website”).

Our current agent for service of process in Delaware is Corporate Creations Network Inc., located at 3411 Silverside Road, Tatnall Building, Suite 104, Wilmington, Delaware 19810. Our agents for service of process in each of the applicable franchise registration or filing states are disclosed 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 in Exhibit D in which we have appointed an agent for service of process.

We began offering EOS Worldwide franchises as of February 16, 2021. We also operate our online stores - EOS Traction Library, EOS Swag Store and EOS Base Camp Materials Store (collectively, “EOS Online Stores”), which offer and sell EOS branded books, educational materials and related products to franchisees, Clients (as defined below), and the public. You are required to purchase certain educational and instructive materials used with your Client sessions from us through the EOS Online Stores. Any other materials, including EOS branded books may be purchased wherever available.

We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. Additionally, we do not engage in any other business activities outside of operating the EOS Worldwide franchise system, the EOS Online Stores and related business matters.

**Parent, Predecessors and Affiliates**

Our parent company is EOS HoldCo, LLC, a Michigan limited liability company formed on November 13, 2008 (“EOS Holdco”). The principal business address of EOS Holdco is 2254 Cole Street, Suite 130, Birmingham, MI 48009. Prior to May 2018, EOS Holdco was owned by its founder, Gino Wickman and his business partner and the first EOS Implementer trained by Mr. Wickman, Don Tinney. At the time of their ownership, Mr. Wickman and Mr. Tinney each also operated their own EOS Worldwide business similar to the EOS Franchised Business. Mr. Wickman and Mr. Tinney sold a majority of their interest in EOS Holdco in May 2018, and are now EOS Worldwide franchisees that operate an EOS Franchised Business.

Our principal operational affiliate is EOS Worldwide, LLC (“EOS Affiliate”), a Michigan limited liability company, formed on June 15, 2018. EOS Affiliate is a wholly-owned subsidiary of EOS Holdco. The principal business address of EOS Affiliate is 2254 Cole Street, Suite 130, Birmingham, MI 48009. EOS Affiliate owns the trademark “Entrepreneurial Operating System” and the Intellectual Property described below. As part of a restructuring, EOS Affiliate acquired the Intellectual Property from its parent,

EOS Holdco in July 2018. EOS Affiliate has operated the EOS Worldwide business since its formation, offering monthly membership subscriptions to, and training on, EOS. EOS Affiliate also provides other non-franchise educational business resources under different trademarks such as Rocket Fuel™, and is developing a proprietary software that is currently undergoing beta testing with franchisees and Clients, and that we plan to use in the EOS Franchise System to help facilitate meetings, report session information, serve as our customer relationship manager, and for possibly other functions. Unless we agree otherwise in writing, you will not have any rights to participate in these separate businesses as a franchisee of EOSW.

Another affiliate is EOSW International, Inc., a Michigan corporation formed on September 27, 2019. EOSW International, Inc. is a wholly-owned subsidiary of EOS Affiliate and captures revenue from international operations of EOS Affiliate for United States tax purposes. The principal business address of EOSW International, Inc. is 2254 Cole Street, Suite 130, Birmingham, MI 48009.

Our last affiliate is EOS Worldwide UK, LTD., United Kingdom private company formed on May 16, 2019. EOS Worldwide UK, LTD. is a wholly-owned subsidiary of EOSW International, Inc. and exists to conduct EOS Affiliate's operations in the United Kingdom. The principal business address of EOS Worldwide UK, LTD. is 2254 Cole Street, Suite 130, Birmingham, MI 48009.

On February 15, 2021, EOS Affiliate granted us a worldwide non-exclusive right to use and sublicense certain intellectual property including the Marks (defined below), EOS and the copyrights, patents, know-how and trade secrets owned and developed by EOS Affiliate as well as any intellectual property developed by us (the "Intellectual Property"), under a 99-year license agreement. The license agreement is described in more detail in Item 13. We sublicense the Intellectual Property in connection with the sale of EOS Worldwide franchises as part of a comprehensive system for the operation of an EOS Worldwide franchised business offering entrepreneurial training, leadership and business development products and services to business owners, executives and leadership teams utilizing the EOS services and products with elements including, without limitation: the know-how; certain distinctive, identifiable trade-dress; specifications, information, policies, methods, controls, and procedures for operations; procedures for management and financial control; business relationships, training and assistance; advertising and promotional programs; a communication strategy that complies with the prescribed standards; and the Marks; all of which we may register, change, cancel, alter, amend, further improve, discontinue, develop or otherwise modify, from time to time (collectively, the "EOS Franchise System"). The EOS Franchise System is identified by means of certain trademarks, trade names, service marks, logos, emblems and indicia of origin, including but not limited to the mark(s) "EOS" and "Traction" and such other names and marks we now or in the future may designate in writing for use in connection with the EOS Franchise System (collectively, the "Marks"). The Marks are described in more detail below in Item 13.

EOS Holdco and our three affiliates have never offered franchises in this or any line of business and do not currently provide products or services to franchisees except as described above.

Two members of our management team, CJ Dubè and Pam Kosanke (further identified below in Item 2), own and operate EOS Worldwide franchised businesses similar to the EOS Worldwide franchise businesses offered under this Disclosure Document.

Other than those described above, we have no predecessors or other affiliates that are required to be disclosed in this Disclosure Document.

## **The Franchise**

We offer franchises for the establishment and operation of a business (the "Franchised Business") which provides EOS related services (collectively, the "Services") and products (the "Products") that help

entrepreneurs, business owners, leadership teams, and other customers and clients (collectively, the “Clients”) achieve their business objectives. EOS includes a complete set of simple concepts and practical tools that strengthen what we refer to as the “Six Key Components” of any business which, once implemented by a Client, help it to achieve ultimate Vision, Traction and Healthy. Clients begin their introduction to EOS with an initial session called a “90 Minute Meeting.” We may periodically make changes to the EOS Franchise System, including changes to the Services and Products offered (including EOS) and our methods, tools, software, training materials and other requirements. You may have to make additional investments in the Franchised Business periodically during the term of the Franchise Agreement if those kinds of changes are made or for other reasons. To ensure that Clients receive the high quality of Services and Products associated with EOS, all Franchised Businesses must be operated to EOS Franchise System specifications and standards.

We currently categorize franchisees in three different tiers, “Professional”, “Certified” or “Expert”, as further described in Item 6. All new franchisees to the EOS Franchise System are designated initially as “Professionals” and pay the same initial franchise fee of \$5,000, and the same Boot Camp Fee of \$30,000, to receive our proprietary and comprehensive training program described in Item 11. However, each tier pays a different set monthly fee (\$995 monthly fee for all franchisees designated at the “Professional” tier; \$1,095 monthly fee for all franchisees designated at the “Certified” tier; and \$1,295 monthly fee for all franchisees designated at the “Expert” tier), as further described in Item 6. Tier designations govern: (1) the lists of Products and Services offered by the Franchised Business; (2) the level and amount of training received; (3) the opportunities provided to the franchisee to market and advertise its Franchised Business within the EOS Franchise System; and (4) other benefits and features described in this Disclosure Document and the Operations Manual (as defined in Item 8). We may require that franchisees obtain designated certifications or meet certain qualifications to be eligible for a tier, and change or modify those standards from time to time at our discretion.

We offer franchises to qualified individuals, corporations, limited liability companies, partnerships or other legal entities. You must sign our form of Franchise Agreement (“Franchise Agreement”), in the form attached to this Disclosure Document as Exhibit A. If you wish to operate your franchise as a legal entity, then your entity (the “Operating Entity”) may have multiple owners, equity holders, shareholders, partner or members, but we authorize only one individual owner to act as the designated EOS Implementer (“Implementer”) for your franchise and provide EOS Services to Clients. Only your designated Implementer may attend training and the designated Implementer must own a controlling interest of the Operating Entity (at least 51%) and have authority to bind the Franchised Business. If an Operating Entity signs the Franchise Agreement, then the designated Implementer must sign a personal guaranty (“Guaranty”), guaranteeing the Operating Entity’s performance and binding the Implementer individually to certain provisions of the Franchise Agreement, including the covenants against solicitation and disclosure of confidential information, restrictions on transfer, and dispute resolution procedures. You may also decide whether you need additional operators, managers, employees, personnel or administrative staff to assist you in operating the Franchised Business, but these individuals may not be your Implementer or provide any Clients with implementation Services reserved for the Implementer as described in the Operations Manual (“Implementer Services”).

Currently, we allow franchisees to operate their Franchised Businesses from a home office or operate from another location. Most franchisees rent, lease or acquire space or shared space containing session or board rooms to meet with Clients. You may decide to do so at your discretion. We do not provide site selection assistance or required specifications or standards for any office or acquired space and we do not review or approve your lease. However, we may at our discretion provide you recommendations on the layout, floor plan and design for your session and board rooms, if requested; however, you are required to make sure your session and board rooms comply with applicable laws and our Franchise System

Standards (e.g., clean, neat and professional condition). You may operate your Franchised Business, and offer Services and Products to Clients, anywhere in the world, as permitted by applicable law.

### **Market and Competition**

The market for entrepreneurial coaching, consulting or training services is competitive. Your competition will include individual independent contractors, consultants and executive trainers offering business coaching services, leadership coaching and other competitive services and products. Your competition will also include local, regional, national and international businesses offering similar services to the Services and Products, some of which may be franchise systems. You will also compete with educational enterprises and institutions, peer-to-peer organizations, trade associations and similar organizations in the industries and geographic location where your clients operate that may not offer directly competitive Products or Services, but provide guidance and peer-to-peer networking services and cater to our clientele. Your ability to compete will depend on various factors, including the geographic region where your Franchised Business is located, general economic conditions, and your particular capabilities. In our experience, there is potential seasonality as we find more sessions occur between the months of November through February due to annual planning.

### **Industry Specific Laws and Regulations**

There may be industry specific laws and regulations that would affect the operation of your Franchised Business. You must comply with any applicable laws and regulations. You must also comply with any state or local licensing or regulatory requirements currently in effect or which may be adopted in the future relating to the operation of your Franchised Business in the state in which you operate, including, without limitation, any special licensing requirements. You must meet all local, state or federal contracting laws that may apply to operating the Franchised Business. If you collect any payments from Clients via credit or debit card, you must comply with the Payment Card Industry Data Security Standard (“**PCI DSS**”) established by major credit card brands to ensure that merchants like your Franchised Business securely store, process, and transmit customer credit information. Certain states or governmental authorities may have restrictions on the use of offering warranties or guarantees or requirements regarding oral or written contracts with Clients.

It is your responsibility to understand and comply with any laws or regulations regarding the operation of your Franchised Business. You should seek counsel or contact your state and local agencies for detailed information about applicable laws and regulations.

## **ITEM 2** **BUSINESS EXPERIENCE**

**Kelly Knight.** Kelly Knight is our President/Integrator and has held this position since our formation. Ms. Knight is also currently the President/Integrator of the EOS Affiliate and has held this position since August 2016. She also has served as President and Treasurer of EOSW International, Inc. and Director of EOS Worldwide UK, Ltd. since their formations. She fulfills these roles from Clarkston, Michigan.

**Mark O'Donnell.** Mark O'Donnell is our CEO/Visionary and has held this position since our formation. Mr. O'Donnell is also currently the CEO/Visionary of the EOS Affiliate and has held this position since September 2020. He fulfills both roles from Sinking Springs, Pennsylvania. From August 2014 to September 2020, Mr. O'Donnell was a Certified EOS Implementer.

**Drew McCuiston.** Drew McCuiston is our CFO/Finance Leader and has held this position since our formation. Mr. McCuiston is also currently the CFO/Finance Leader of the EOS Affiliate and has held this position since May 2020. Mr. McCuiston has served also as Secretary of EOSW International, Inc. since its formation. He fulfills each of these roles from Carmel, Indiana. From August 2017 to May 2020, Mr. McCuiston was a Partner at The Firefly Group in Indianapolis, Indiana. From January 2016 to August 2017, Mr. McCuiston was a Senior Associate and Vice President at MS Private Equity, LLC in Carmel, Indiana.

**Robert Tyler Smith.** Robert Tyler Smith is our Technology Leader and has held this position since our formation. Mr. Smith is also the Technology Leader of the EOS Affiliate and has held this position since January 1, 2020. From January 2012 to December 2019, Mr. Smith served as President of NILSI, Inc. in Birmingham, Michigan.

**Amber Baird.** Amber Baird is our Community Leader and the Community Leader of the EOS Affiliate. Ms. Baird accepted these new roles as part of an internal restructuring in November 2021; previously Ms. Baird held the position of Customer Experience Leader since our formation, and the role of Customer Experience Leader of the EOS Affiliate since September of 2019. She fulfills her roles from Vicksburg, Michigan. From January 2008 to September 2019, Ms. Baird served as the Director of Implementer Support for the EOS Affiliate.

**CJ Dubè.** CJ Dubè was our Global Community Leader, a position she held since our formation, and the Global Community Leader of the EOS Affiliate since February 2019. As part of the internal restructuring in November 2021, Ms. Dubè is stepping down from our leadership team but will continue to oversee training. Ms. Dubè held other positions with the EOS Affiliate dating back to August 2016. She fulfills her roles from Peoria, Arizona. Ms. Dubè has also been an EOS Implementer since 2010.

**Pam Kosanke.** Pam Kosanke is our Marketing Leader and has held this position since our formation. Ms. Kosanke is also the Marketing Leader of the EOS Affiliate and has held this position since January 2020. She fulfills both roles from Minnetonka, Minnesota. From January 2018 to December 2019, Ms. Kosanke was Owner/Operator of 24K Brands in Minnetonka, Minnesota. From September 2013 to December 2017, Ms. Kosanke served as Chief Marketing Officer of Renters Warehouse in Minneapolis, Minnesota. Ms. Kosanke has also been an EOS Implementer since 2018.

**Marc D. Brody.** Marc Brody is our Legal and Compliance Leader and has held this position since September 2021. He fulfills this role from Sunrise, Florida. From June 2021 to September 2021, Mr. Brody performed legal contract work for CBX Law of America LLC d/b/a Latitude/AXS Law Group in Sunrise, Florida. From February 2020 to May 2021, Mr. Brody was self-employed as Consultant/Advisor in Sunrise, Florida. From November 2015 to February 2020, Mr. Brody served as Chief Counsel for the European Wax Center franchise system in Hallandale Beach, Florida.

**Brittany L. Bachman** – Brittany Bachman joined us as our Implementer Sales Manager in January 2022. She fulfills this role from Los Angeles, California. From April 2020 to August 2021, Ms. Bachman was the Director of Sales for Evolving Wisdom in Los Angeles, California. Prior to that, Ms. Bachman was with F45 in Los Angeles, California as its Regional Sales Director (November 2019 to March 2020) and Performance Manager (March 2018 to November 2019). From April 2014 to December 2018, Ms. Bachman was a Franchise Advisor for FIT4MOM in Los Angeles, California. Ms. Bachman also started her own sales consulting company in December 2011 called Impact Sales Academy, which she owned and operated until she started with us in January 2022, and which was also based in Los Angeles, California.

### **ITEM 3** **LITIGATION**

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

### **ITEM 4** **BANKRUPTCY**

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

### **ITEM 5** **INITIAL FEES**

#### **Initial Franchise Fee**

You must pay us an initial franchise fee of \$5,000 (the “Initial Fee”).

You will pay the Initial Fee in full at the time you sign your Franchise Agreement. We waived the Initial Fee for then-existing qualified EOS implementers as part of our transition from our membership model to the franchise model in 2021. The Initial Fee is now uniform as to all new franchisees, is deemed fully earned upon payment and, is in consideration of administrative and other expenses we incur in granting this franchise and therefore is nonrefundable under any circumstances.

#### **Boot Camp Fee**

We refer to our franchise initial training as our “Boot Camp”. The cost to attend Boot Camp is now \$30,000 (“Boot Camp Fee”), increased from the \$21,900 fee charged last year under our 2021 Disclosure Document. The Boot Camp Fee must be paid in full along with the Initial Fee at the time you sign your Franchise Agreement. You must complete Boot Camp within six (6) months of signing the Franchise Agreement. Details about our Boot Camp are provided under “The Training Program” in Item 11 below. You may not begin offering sessions to Clients until you have successfully completed Boot Camp.

We may waive or discount the Boot Camp Fee and/or waive the requirement to successfully complete Boot Camp training for individuals who have previously completed Boot Camp training or otherwise have considerable experience with EOS. Otherwise the Boot Camp will be uniform for all new franchisees.

The Boot Camp Fee is not refundable under any circumstances.

#### **Opening Inventory**

You must purchase certain training binders and materials to use at Client sessions and when providing the Services (including manuals and educational materials) prior to commencing sessions with your Clients from us or the EOS Affiliate. The cost of this initial inventory typically ranges from \$1,500 to \$3,000 depending upon anticipated Client demand and is not refundable under any circumstances.

**Monthly Membership Fee**

You will receive access to certain online materials when you sign the Franchise Agreement and will pay us or the EOS Affiliate a monthly membership fee (the “Monthly Membership Fee”) ranging from \$995 to \$1,295 based on the designated Tier of your Implementer as described in Item 6 below. Implementers who are new to EOS will initially be designated as Professional EOS Implementers which requires a Monthly Membership Fee of \$995. The Monthly Membership Fee is not refundable under any circumstances.

**ITEM 6**  
**OTHER FEES**

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Monthly Membership Fee <sup>(2)</sup>	<p>As of January 1, 2022, the Monthly Membership Fees are as follows:</p> <p>\$995 for all franchisees designated as “Professional” tier.</p> <p>\$1,095 for all franchisees designated as “Certified” tier.</p> <p>\$1,295 for all franchisees designated as “Expert” tier.</p> <p>We may increase the Monthly Membership Fee, but we will not increase the fee more than once in any calendar year and any incremental fee increase will not exceed \$200 per month (\$2,400 annually) in any calendar year during the initial term of your Franchise Agreement.</p>	<p>Monthly in advance commencing when you sign your Franchise Agreement and continuing on the same day of each month thereafter.</p> <p>We may transition to a standard payment date for all franchisees (e.g., 1<sup>st</sup> of the month), if we do so, we will provide you at least thirty (30) days’ notice and the fees for the month of transition may be pro-rated.</p>	<p>All new franchisees are designated at the “Professional” tier and pay the “Professional” tier level monthly fee. Tier designations may change throughout your time as a franchisee upon request or due to performance type issues, which will also affect the Monthly Membership Fee you pay. See Note 2 below.</p>

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Brand Development Fund <sup>(3)</sup>	<p>Currently we do not have a brand marketing fund (“<u>Brand Development Fund</u>”).</p> <p>We may establish a Brand Development Fund, but we will limit the initial fee to no more than \$100 per month, and will not increase the fee more than once in a calendar year and any incremental fee increase will not exceed \$100 per month (\$1,200 annually) in any calendar year during the initial term of your Franchise Agreement.</p>	Determined if and when the Brand Development Fund is established, likely would be payable in the same manner and at the same time as the Monthly Membership Fee.	We reserve the right to establish the Brand Development Fund and increase its fee, in each case upon sixty (60) days’ notice to you.
Warm Leads Fee <sup>(4)</sup>	<p>50% of the Focus Day (or the first session) fee, with a minimum \$1,500 for all Leads anticipated to request multiple sessions.</p> <p>10% of any single session fee.</p>	Payable within fourteen (14) days after the session.	<p>You may request to participate in our warm leads program where we may refer you potential or prospective Clients (“<u>Warm Leads</u>”). You must pay us 50% of the gross revenue generated from each Warm Lead’s Focus Day (or first session) fee, with a minimum of \$1,500.</p> <p>If a Warm Lead requests a single session rather than the first of what is anticipated to be multiple sessions, you must pay us 10% of the single session fee.</p>
Speaking Referral Fee <sup>(5)</sup>	25% of gross revenue	Payable within fourteen (14) days after the session.	If a conference or other third party requests an EOS Talk or Workshop, then you must pay us 25% of the gross revenue generated from this referral.
Technology Fee	<p>Currently, we do not have a Technology Fee.</p> <p>We may establish a Technology Fee, but we will limit the fee initially to no more than \$100 per month, and will not increase the fee more than once in a calendar year and any incremental fee increase will not exceed \$100 per month (\$1,200 annually) in any calendar year during the initial term of your Franchise Agreement.</p>	Determined if and when the Technology Fee is established, likely would be payable in the same manner and at the same time as the Monthly Membership Fee.	<p>If established, the Technology Fee would likely cover the cost of website development and maintenance, support of our email system and other technology developments, support or services.</p> <p>We reserve the right to establish this fee and increase this fee, in each case upon thirty (30) days’ notice to you.</p> <p>We may offer additional, optional technology services for</p>



Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
			an additional fee in our sole discretion.
Additional Training Fee	Our then-current fees, currently ranging from \$995 to \$10,000, but we reserve the right to increase this fee, plus travel and related costs and expenses.	Prior to attending Additional Training.	Additional Training is optional training requested by you, like facilitation or business development training, in addition to Boot Camp or Mandatory Remedial Training or training we require upon renewal or transfer of your Franchise Agreement.
Mandatory Remedial Training Fee	Our then-current fees, currently ranging from \$995-\$10,000, but we reserve the right to increase this fee, plus applicable travel and related costs and expenses.	Prior to attending Mandatory Remedial Training.	Remedial Training, is additional training we determine is necessary or appropriate for you to complete upon your breach of the franchise agreement, violation of the Operations Manual or to protect the quality, integrity and reputation of the EOS Franchise System, Marks and Intellectual Property.  We may also require completion of Mandatory Remedial Training for former EOS Implementers who sign a franchise agreement in lieu of the full Boot Camp.
Quarterly Collaborative Exchanges (“QCEs”) Fee <sup>(6)</sup>	For any QCEs beyond those included in your Monthly Membership Fees, the then-current registration fee, currently \$995. Late registrations may result in a late fee, which is currently \$250.  The QCE Fee does not include any associated expenses you may incur in attending, including travel, food and lodging expenses, and any connection fees for virtual sessions.	Upon registration.	Your Monthly Membership Fee includes your registration fee for your attendance at one QCE per quarter. Should you wish to attend additional QCEs in any quarter, we will charge you the registration fee.  If you register within two weeks of the QCE, we may charge you a late fee, currently \$250. If you cancel or change your registration within two weeks of the QCE, we may also charge you cancellation or change fee, currently also \$250. See Note 6 detailing your requirements to attend the QCEs.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Annual EOS Conference Fee <sup>(7)</sup>	<p>Depending on the number of your Clients that attend, you may be eligible to attend the EOS Conference for end-users. If you are eligible to and choose to attend, you are required to pay the current registration fee, half of the registration fee, or you may not be required to pay any registration fee. The current full registration fee is \$1,795.</p> <p>The EOS Conference Fee does not include any associated expenses you may incur in attending, including travel, food and lodging expenses, and any connection fees for virtual sessions.</p>	Upon registration.	We hold an annual conference of all the end-users of EOS (the “EOS Conference”). See Note 7 for requirements regarding qualification for franchisees to attend the EOS Conference.
Renewal Fee	<p>Currently none.</p> <p>We may establish a Renewal Fee, but any Renewal Fee that we establish will not apply to the renewal of the Franchise Agreement you sign in connection with this Disclosure Document.</p>	Not applicable.	We currently do not charge a fee for renewing your Franchise Agreement, but there are other conditions for renewal, including but not limited to being in good standing, signing our then-current Franchise Agreement, and executing a release.
Transfer Fee <sup>(8)</sup>	\$5,000	Payable at the time of transfer.	Payable to us if you transfer your Franchise or your interest in your Franchise. See Note 8 for circumstances where we waive the Transfer Fee.
Accounting/Audit Fee	Cost and expenses of audit.	When incurred.	We may audit your Franchised Business to confirm you are consistently submitting quarterly reports. If we determine that you understated revenue or made other misrepresentations and owe us additional amounts, then you will pay the Accounting/Audit Fee.
Interest on Overdue Amounts	The lower of 1.5% interest per month or the highest rate available by law on the past due amount.	First day of late period.	Interest is due on all overdue payments and begins to accrue thirty (30) days’ after the original due date until payment is received in full.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Management Fee	Our costs and expenses (including wages and personnel costs) incurred in managing your Franchised Business.	Payable on demand out of Franchised Business proceeds.	<p>The Management Fee is paid to us. In addition to our right to terminate the Franchise Agreement, we (or our designee) may step-in to provide Services or Products to your Clients if you fail to cure a default within the applicable cure period (if applicable).</p> <p>We also have the right to step in and operate your Franchised Business in certain circumstances, including your death, disability or prolonged absence where you are unable to provide oversight of the Franchise to prevent harmful interruption of your Franchised Business.</p> <p>The reimbursable expenses include our and our representatives' wages, travel, lodging and meals. During any management period, you will still be required to pay to us all recurring fees.</p>
Insurance Reimbursement <sup>(9)</sup>	The premium, plus 20% of the premium.	When incurred.	If you fail to maintain the required insurance, we have the right, but not the obligation, to procure insurance on your behalf and you must reimburse us the premium payment plus a fee of 20% of the premium to cover our costs.
Indemnification	Amount will vary under the circumstances.	Date incurred.	You must reimburse us and/or our affiliate if we incur liability as a result of the operation of your Franchised Business.
Costs of Enforcement and Defense	Amount will vary under the circumstances.	Date incurred.	You must pay our costs and attorneys' fees if we must take action to enforce your obligations to us.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus up to 10%	When billed.	We may cure your default on your behalf, and you will owe our costs plus a 10% administrative fee.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
ACH/Credit Card Fees	<p>Our then-current fees, currently \$50 per incident, for cancelled payment/credit card declined or insufficient funds instances.</p> <p>Our then-current fees, if any (currently \$50 per change), for changes to account on file information.</p>	As incurred.	<p>If a credit card payment is declined for any reason or if there are not sufficient funds in your account to permit us to debit the account for the payments you owe us, we may charge a fee per incident.</p> <p>As set forth in the termination provisions below, reoccurring late payments may be grounds for termination.</p> <p>A change fee is due with submission of new ACH or credit card submission form.</p>
Additional Email Accounts	After attending and completing Boot Camp, we provide you with an email address for the Implementer and an email address for an administrative employee, if applicable.	As incurred.	You may request additional email accounts, which we may provide in our sole discretion, and which may be subject to additional fees.
Reimbursement of Taxes	Will vary.	As incurred.	If sales and use or similar taxes are imposed or levied, then we reserve the right to pass along such costs to you. This does not include any responsibility to reimburse us for any of our income taxes.
EOS Practice Management <sup>(10)</sup>	Currently \$195 - \$495/month	Monthly in advance.	CRM is included in the Monthly Membership Fee. Practice Management (formerly known as Session Guru), provides additional tools and is optional for franchisees. Pricing is based on the number of active Clients you have.

**Notes:**

1. **Non-Refundable.** Except as otherwise stated below, all of the fees listed in this Item 6 are uniformly imposed by, payable to, and collected by us or our affiliates, and are non-refundable. We may waive or discount fees for certain equity holders, officers and directors of us or our affiliates as well as certain franchisees who provide support services for us in other capacities, or with others for other business reasons. The Item 6 table describes other recurring or isolated fees or payments that you must pay to us or our affiliates, or which we or our affiliates may impose or collect on behalf of a third party, in whole or in part.

2. **Monthly Membership Fee.** You must pay us a fixed Monthly Membership Fee based upon your Tier designation. The Monthly Membership Fee can, and will likely, increase over time. The Monthly Membership Fee commences the month you sign your Franchise Agreement. We have established certain criteria a Professional Tier Franchised Business must meet to qualify as “Certified” tier or “Expert” tier. Our evaluation criteria is described in Item 19 below and outlined in detail in our Operations Manual and may change from time to time at our discretion. If you meet the criteria outlined in the Operations Manual and elect to upgrade your Tier, then you will pay the Membership Fee for that Tier commencing the month you upgrade. Upgrading your Tier is optional. If you fail to meet the criteria outlined in the Operations Manual resulting in us downgrading your Tier, then you will pay the Monthly Membership Fee for that Tier commencing the month you are downgraded. Implementers may also submit requests to downgrade their Tier. “Certified” and “Expert” Tiers are granted the right to offer and sell additional Services and Products and may receive benefits as described in Item 19 and in more detail in the Operations Manual. After you upgrade your Tier, we may place continuing on-going qualifications, requirements or other necessary credentials you must satisfy to preserve your upgraded Tier status.

3. **Brand Development Fund.** We may establish a Brand Development Fund. If we do, then you will begin paying the Brand Development Fund fee (“Brand Development Fund Fee”) under the Franchise Agreement. We will provide you at least sixty (60) days’ notice before implementing a Brand Development Fund Fee. See Item 11 for more information on the Brand Development Fund. We may also establish or otherwise participate in cooperative or special marketing programs. Cooperative advertising or other special marketing programs may include select paid media or other advertising as a flat fee or minimum percentage of revenue. These cooperative or special marketing programs may vary in duration, apply on a local, regional, national, or international basis, or involve clusters or groups of Franchised Businesses utilizing services on a shared basis. Examples include sales and marketing programs and customer satisfaction programs. Programs may be optional for franchisees or we may require participation.

4. **Warm Leads Fee.** We have a Warm Lead Referral Program (“Warm Lead Program”) where we may refer potential or prospective Clients (referred to above as “Warm Leads”) to franchisees. Participation in the Warm Lead Program is currently optional. Participation in the Warm Lead Program does not guarantee that you will receive any minimum number of Warm Leads or any Warm Leads at all. We may modify, change, eliminate or amend the Warm Lead Program at any time. If any Warm Lead results in a paid session for your Franchised Business, then you must pay us fifty percent (50%) of the gross revenue generated from that Warm Lead’s “Focus Day” (or the first session) fee, with a minimum of \$1,500 (“Warm Leads Fee”). If a Warm Lead only requests a single session rather than the first of what is anticipated to be multiple sessions, then you must pay us ten percent (10%) of the gross revenue generated from that single session.

5. **Speaking Referral Fee.** We may also refer to you certain requests for speaking engagements. If you accept any referrals for a speaking engagement, then you must pay us twenty-five percent (25%) of the gross revenue generated from this speaking referral. We may waive this fee from time to time in connection with certain partnerships or other opportunities that may generate speaking opportunities.

6. **Quarterly Collaborative Exchanges Fee.** We currently hold numerous QCEs per year. Your Monthly Membership Fee includes your registration for one QCE per quarter. We typically only host one QCE during the first quarter of each calendar year, but we typically hold multiple QCEs each other quarter throughout the remainder of the year. If you request to attend more than one QCE in a quarter, you will be required to pay the then-current registration fee, currently \$995. If you register for a QCE less than two weeks before the QCE, we may charge a late fee, which is currently set at \$250. If you are part of the Professional Tier, you must attend at least two QCEs within the previous four quarters; if you are part of the Certified or Expert Tiers, you must attend at least three QCEs within the previous four quarters. QCEs may be held in person or virtually. We may require that you attend any of the QCEs in person. You are responsible for your own airfare, lodging, meals and other costs incurred in attending.

7. **Annual EOS Conference Fee.** We hold an annual EOS Conference inviting all end-users of EOS. Franchisees are permitted, but not required, to attend the EOS Conference only if three or more Clients of the franchisee attend. The registration fee for each franchisee varies and is determined based on the number of the franchisee's Clients registered for the EOS Conference. If three to five of your Clients attend, you may attend the EOS Conference and will be required to pay the full registration fee, currently \$1,795. If six to nine of your Clients attend, you may attend the EOS Conference and will be required to pay half of the registration fee. If ten or more of your Clients attend the EOS Conference, you may attend the EOS Conference and will not be charged a registration fee. When determining the number of Clients attending, we look at the number of individual registrations, therefore, for example, if two individuals from the same organization/Client attend, then they will count as two Clients for purposes of determining your qualification and registration fee. We reserve the right to revise the Client attendance thresholds. If you qualify to attend the EOS Conference, you will be responsible for your own airfare, lodging, meals, and other costs incurred in attending. We reserve the right to hold the EOS Conference virtually.

8. **Transfer Fee.** We may waive a portion of the Transfer Fee upon a transfer resulting from your death or disability and for transfers for estate or asset planning purposes (e.g., controlled entity, spouse, child, parent or sibling). Changes of ownership other than for estate or asset planning purposes will be subject to the full transfer fee. Transferees cannot implement until their Implementer has completed Boot Camp. The Transfer Fee is intended to cover legal and other administrative expenses to be incurred by us in connection with these transfers.

9. **Insurance Reimbursement.** If you fail to comply with our minimum insurance requirements, we have the right to obtain and maintain the requisite insurance coverage on your behalf and at your sole expense. You must pay us the premium cost of any insurance we obtain on your behalf plus an administrative fee equal to twenty percent (20%) of the premium cost for obtaining insurance on your behalf. We have the right to increase, or otherwise modify the minimum insurance requirements upon thirty (30) days' prior written notice to you and you must comply with any modification within the time specified in the notice.

10. **Practice Management.** EOS Implementers will receive access to our CRM to help build their business, report sessions, and collaborate more effectively with their coach and us. Features include (or will soon include): (i) contact management; (ii) standardized business development and session email templates; (iii) session reporting; (iv) performance dashboard and reporting and

(v) additional related features. The Practice Management solution includes (or will soon include) CRM features plus customizable options and additional session management tools. CRM is included in the monthly membership fee. The Practice Management Edition is an upgraded subscription available for an additional monthly fee. The fee for Practice Management may increase over time.

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

Type of Expenditure <sup>(1)</sup>	Amount		Method of Payment	When Due	To whom payment is to be made
	Low	High			
Initial Fee <sup>(2)</sup>	\$5,000	\$5,000	Lump Sum	At signing of franchise agreement	Us
Required Boot Camp Training <sup>(3)</sup>	\$30,000	\$30,000	Lump Sum	At signing of franchise agreement	Us
Additional Costs to attend Boot Camp Training and QCEs <sup>(4)</sup>	\$1,000	\$10,000	As Arranged	As Arranged	Vendors
Opening Inventory <sup>(5)</sup>	\$1,500	\$3,000	As Arranged	Prior to Commencing Operations	Us, the EOS Affiliate or Approved Suppliers
Computer Technology Hardware <sup>(6)</sup>	\$2,000	\$10,000	As Arranged	As Arranged	Vendors
Initial Marketing <sup>(7)</sup>	\$0	\$2,500	As Arranged	As Arranged	Vendors
Insurance <sup>(8)</sup>	\$1,500	\$3,000	As Arranged	As Arranged	Insurance Carriers
Miscellaneous 1 <sup>st</sup> Year Expenses <sup>(9)</sup>	\$1,500	\$5,000	As Arranged	As Arranged	Vendors
Accounting and Professional Fees <sup>(10)</sup>	\$1,000	\$3,000	As Arranged	As Arranged	Attorneys, Accountants and Advisors
Monthly Membership Fees for First 6 Months <sup>(11)</sup>	\$5,970	\$5,970	Monthly	As Needed	Us

Type of Expenditure <sup>(1)</sup>	Amount		Method of Payment	When Due	To whom payment is to be made
	Low	High			
Additional Funds for First 6 Months of Operation <sup>(12)</sup>	\$0	\$54,630	As Arranged	As Needed	Vendors, Suppliers, Employees, Business Partners
TOTAL <sup>(13)</sup>	\$49,470	\$132,100			

**Notes:**

1. **Type of Expenditure.** Unless otherwise indicated, none of the expenses listed in the above chart are refundable. You must check with suppliers as to the ability to obtain a refund of any amounts you pay.
2. **Initial Fee.** The Initial Fee for all new franchisees is \$5,000. See Item 5. You will pay the Initial Fee in one lump sum at signing of the Franchise Agreement.
3. **Required Training.** This includes the fee to attend our Boot Camp training. See Item 5. You will pay the Boot Camp fee in one lump sum upon execution of your franchise agreement. We reserve the right, in our sole discretion, to waive or reduce training and training fees for those who were previously trained on EOS.
4. **Additional Costs for you to attend Boot Camp and QCEs.** This includes an estimate for travel, lodging, meals, and other costs for you to attend Boot Camp and up to four QCEs in the first year. These costs will depend on the distance you must travel to attend these events and your travel vendors and accommodations. In the unlikely event you do not attend any of these events in person (provided we permit virtual attendance), then your costs may be less than the estimate of \$1,000. We may also make available additional optional training opportunities for new franchisees, including workshops. We or the party providing these additional training opportunities may charge a fee, and you may incur travel and related costs when attending these additional trainings. The costs associated with these optional training programs are not included in this Item 7.
5. **Opening Inventory.** This includes the cost of the training binders and materials, including twenty (20) Leadership Team Manuals, seventy-five (75) Proven Processes, and one hundred (100) V/TOs.
6. **Computer Technology and Hardware.** This includes the cost to acquire a device (desktop, laptop or tablet) capable of accessing the Internet with a current version of Google Chrome, Microsoft Edge, Apple Safari or Firefox Internet browser to view training, report sessions and attend virtual meetings. Our computer system estimate includes the cost of purchasing a new computer and licensing required software. If you already own a device less than three years old



which meets our specifications, your cost may be less. Additional information about the required computer system is included in Item 11.

7. **Initial Marketing.** This range includes the cost to purchase up to 200 *Traction* books at a current price of \$10.00 per book, plus estimated shipping. We recommend, but do not require, that you conduct initial marketing of your Franchised Business using these books.

8. **Insurance.** You must purchase general commercial liability insurance, errors and omission liability insurance and other insurance we specify in the Operations Manual or required by applicable law (e.g., workers compensation insurance). See Item 8 for more details. Our estimates assume the annual premium for your insurance policies will be paid in full upon the purchase of these insurance policies.

9. **Miscellaneous First Year Expenses.** This includes business cards, client meals, and estimated conference room rental fees for holding sessions or meetings with clients for the first year of operations.

10. **Accounting and Professional Fees.** We strongly advise you to consult with your own financial and legal advisors, and we anticipate that you will incur professional fees related to your evaluation of this Disclosure Document, including the Franchise Agreement and evaluating compliance obligations with any applicable laws or regulations as described in Item 1. In addition, you may form an entity for your Franchised Business, which will incur legal and administrative fees and expenses.

11. **Monthly Membership Fees.** This amount includes six months of monthly Membership Fees at a Professional Tier of \$995 per month. All new franchisees will be designated at the Professional Tier when they commence operations. Franchisees that are designated at the Certified or Expert Tier pay higher monthly Membership Fees; however, because of the criteria for those Tiers, new franchisees should not qualify within their first six months. See Item 6 for more information about the Monthly Membership Fees.

12. **Additional Funds for First 6 Months of Operation.** This item estimates your initial startup expenses (other than the items identified separately in the table) for the initial period of operation of your Franchised Business, which we anticipate will be three to six months. You will need additional capital to support ongoing expenses to the extent these costs are not covered by sales revenue. These expenses might include payroll costs if your start up plan includes hiring support staff and/or paying yourself a salary. These estimates assume you will not rent or purchase space to operate your Franchised Business.

13. **Total.** We relied on our affiliates' and principals' experience in developing and operating an EOS Worldwide business similar to the one offered under this Disclosure Document to compile these estimates. These estimates are also based on our general business experience and knowledge of the industry. You should review these figures carefully with a business advisor before deciding to purchase the Franchised Business. We do not offer financing directly or indirectly for any part of the initial investment. Your ability to obtain third-party financing or the franchise purchase and business start-up depend on many factors, including the availability of financing generally, your

creditworthiness and collateral and lending policies of financial institutions from which you request a loan.

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

You must conform to our high standards of service. We anticipate that our standards will change over time. You are expected to adhere to these changes. To ensure that you maintain the highest degree of consistency, quality and service, you must operate and develop your Franchised Business in strict conformance with our methods, standards and specifications and obtain certain supplies, inventory, and advertising materials in strict compliance with our specifications and only from us, our affiliates or the authorized manufacturers, distributors, suppliers, vendors, merchants or providers designated or approved by us. Our methods, standards and specifications (our “Franchise System Standards”) are prescribed in the Franchise Agreement and our confidential operations manual, which we provide to you in the form of one or more manuals, Internet catalogues, technical bulletins or other written materials in hard copy, electronic or otherwise (“Operations Manual”). See Item 11 for more information about our Operations Manual. All Services, inventory, supplies, computer software and hardware, insurance, marketing components and techniques, customer service standards, and other supplies used in your Franchised Business must comply with our Franchise System Standards.

We formulate and modify our Franchise System Standards based upon the collective experience of our franchisees, affiliates, and principals. We will disclose to you, in the Operations Manual or otherwise in writing, any specifications for the Services and the Products by designating approved brands, types, compositions, performance standards, qualities or suppliers. You must sell and offer for sale all Services required by us in the manner and method we require. You must not deviate from our Franchise System Standards without obtaining our prior written consent. You must discontinue selling and offering for sale any items and Services that we may disapprove in writing at any time. We may periodically change our Franchise System Standards at our sole discretion and we reserve the unlimited right to formulate, modify and supplement our Franchise System Standards for operating the Franchised Business. We will try to provide you with as much written notice as possible of any changes as they occur, which may include through mail, email, posting on our Website, updates to the Operations Manual or by other means. You must implement all changes as soon as practical at your sole expense. You may incur increased costs to comply with our changes. We may also require you to occasionally participate in the test marketing of potential products and services.

### **Approved Products, Services, and Suppliers**

Currently, you must purchase Leadership Team Manuals, certain designated EOS branded session materials and supplies, business cards, as well as other written and bound materials used with Clients and prospects during your Client sessions, from the EOS Online Stores currently owned and operated by us, our affiliates, and/or Approved Suppliers (as defined below). You are prohibited from reproducing, copying or replicating any Leadership Team Manuals, videos, books, documents, or other copyrighted materials used in your Client sessions or otherwise in any way related to the EOS Franchise System or the Marks (see Item 13 below), unless you receive expressed prior written permission from us.

Other than the items described above, you may purchase all other products, services, signs, supplies, fixtures, inventory, tools, books (including *Traction* books sold in our EOS Online Store) and other items used in the operation of your Franchised Business from vendors or suppliers of your choice as long as the items meet or exceed our Franchise System Standards.

We reserve the right, in the future and at any time, to require you to purchase certain additional items exclusively from us, our affiliates or unaffiliated vendors, merchants, or suppliers who sell and provide quality and reliable products and services and who we identify in the Operations Manual or otherwise in writing (“Approved Suppliers”). We currently as of the date of this Disclosure Document, along with BenBella Books, Inc. supply books through our EOS Online Store, and The KalBlue Group is currently our exclusive Approved Supplier for business cards and other marketing materials through our EOS Online Store. Other than as described above, neither we nor our affiliates are an Approved Supplier for any other items.

### **Purchase According to Our Specifications**

The following are our current specific obligations for purchases and leases:

**Advertising:** All advertising, marketing and other promotional materials, business cards, signs, stationery and other marketing or promotional items we designate must bear the Marks in the form, color, location and manner we prescribe. In addition, all your advertising, marketing, and other promotional efforts that are in any way related to the Franchised Business or that include or otherwise identify any of the Marks, in any form or medium, must be conducted in a dignified manner and must conform to our Franchise System Standards, the requirements listed in the Operations Manual or otherwise communicated by us, and any other branding guidelines and policies we prescribe from time to time. We require all advertising and marketing materials contain our website address and that you prominently identify that the business is an independently owned and operated franchise. We and our affiliates reserve the right to be the exclusive suppliers of the advertising materials used in the EOS Franchise System. There are currently no advertising funds or cooperatives in our System. We reserve the right to create the Brand Development Fund and require you to contribute to the Brand Development Fund in our sole discretion. See Item 11 for more information about advertising.

**Insurance Coverage:** You also must obtain, before beginning any operations under the Franchise Agreement, and maintain in full force and effect at all times during the term of the Franchise Agreement, at your own expense, the insurance described in the Franchise Agreement and in our Operations Manual. Our current minimum insurance requirements for the United States as of the Issuance Date are detailed in Exhibit J to this Disclosure Document. Under our Franchise Agreement, we may change these insurance requirements, upon reasonable notice to you, to conform to reasonable business practices or other relevant changes in circumstances. FRANCHISOR’S INSURANCE COVERAGE REQUIREMENTS ARE ONLY MINIMUM REQUIREMENTS; FRANCHISEES SHOULD CONSULT WITH THEIR INSURANCE AGENTS, BROKERS, ATTORNEYS AND/OR OTHER INSURANCE ADVISORS TO DISCUSS INSURANCE NEEDS ON AN ONGOING BASIS.

**Client Satisfaction and Other Programs:** You must institute and honor all EOS network satisfaction, loyalty and promotional programs that we require on the terms associated with such network programs, as specified in the Operations Manual, and verify your compliance with all such programs in writing at our request. It is especially critical for the goodwill and reputation of EOS that all Clients agree the Services received provide value to their businesses. Therefore, we require all of our franchisees adhere to our Client satisfaction program (“Client Satisfaction Program”). The Client Satisfaction Program requires that franchisees not charge any fee for any session if the Client concludes the session did not provide sufficient business value and sets additional parameters for providing the Services to Clients. The Client Satisfaction Program (including the additional components and terms) is more fully described in the Operations Manual. We further require that you send an annual survey to your Clients to evaluate your performance. We may modify, change, eliminate or amend the terms of the Client Satisfaction Program or such other network programs on thirty (30) days’ notice to you. We also reserve the right to contact all Clients directly for the purposes of determining their satisfaction with EOS.

## **Change of Suppliers, Products or Services**

We may require that you obtain our prior written approval if you wish to purchase any items we have not previously approved, or you wish to purchase from a supplier that we have not previously approved. We may require that certain items be sourced exclusively from us, our affiliates, or our Approved Suppliers or other designated sources, including a single supplier or a limited number of suppliers for certain products, to achieve uniformity or better pricing, simplify inventory and purchasing, or for other legitimate business reasons. We do not promise to evaluate or approve alternate products or suppliers on your request and we may decline to do so.

If we elect to evaluate a product or supplier at your request, you must provide us with adequate information and samples to evaluate the proposed product or supplier. We do not charge an evaluation or testing fee. If we agree to evaluate a proposed product or supplier, we will provide you with written notification of the approval or disapproval of the product or supplier within sixty (60) days from the date we receive notice and all information and samples necessary to process your request. We may revoke approval of any supplier upon written notice to you for any reason in our sole discretion. We are not required to provide to you or any supplier the evaluation criteria we use.

## **Rebates, Material Benefits, Cooperatives, Revenues from Restricted Purchases**

We may periodically negotiate purchase arrangements with suppliers for the benefit of franchisees, but we do not do so at this time. Other than as we expressly authorize, you may not in any manner reship, transship, or re-distribute any of the EOS Worldwide Services or Products or other items purchased from us or any Approved Supplier to any third party, including but not limited to other current or former EOS Worldwide franchisees, without our prior written consent.

We do not provide you with any material benefits based on your use of Approved Suppliers or other designated or approved sources, such as the grant of a renewal or an additional franchise, but you must purchase those goods and services we require from Approved Suppliers or other designated sources to be in compliance with your Franchise Agreement, which may be us or our affiliates. There are currently no purchasing or distribution cooperatives in which you must participate, though we reserve the right to require that in the future.

We derive revenue from your required purchases. In 2021, EOS Worldwide, as the franchisor, derived revenues from sales of required purchases by franchisees of \$812,030, which accounted for approximately 11.6% of the franchisor's total revenues of \$6,996,610. This amount does not include revenue from providing required training for new franchisees. Our affiliates do not currently derive any revenues from purchases or leases we require; however, we and our affiliates sell certain other supplies, products and services to franchisees from time to time that are not required, and therefore derive revenue from those sales. In the future, we and our affiliates may receive other types of revenues, material benefits, and other consideration from your purchase of supplies, products and services we require to operate your Franchised Business.

We continue to update our Franchise System Standards for establishing and operating an EOS Franchised Business and with advertising and other costs that must align with our Franchise System Standards. We estimate that the costs of your purchases from Approved Suppliers, or according to our Franchise System Standards, may range from 3% to 10% of the total cost of establishing your Franchised Business and approximately 3% to 15% of the total cost of operating your Franchised Business after that time.

Several officers who are members of our leadership team referenced in Item 2 above own incentive equity in our parent, EOS Holdco. Other than ownership interests in EOS Holdco, neither we, nor our affiliates, officers, managers or our ownership groups own any other interest in any other supplier from whom we require you to purchase goods or services. In the future, we or our officers may acquire or receive an ownership interest in other suppliers we designate to supply your franchise.

## **ITEM 9** **FRANCHISEE'S OBLIGATIONS**

**This table lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in this agreement and in other items of this franchise disclosure document.**

<b>Obligation</b>	<b>Section in Franchise Agreement</b>	<b>Disclosure Document Item</b>
(a) Site selection and acquisition/lease	Not Applicable	Items 1 and 12
(b) Pre-opening purchases/leases	Sections 4 and 10	Items 5, 7, 8 and 11
(c) Site development and other pre-opening requirements	Section 4 and 10	Items 5, 6, 7, 8 and 11
(d) Initial and ongoing training	Sections 4.7, 5 and 7	Items 5, 6, 7 and 11
(e) Opening	Sections 10.6 and 10.8	Items 5, 6, 7 8 and 11
(f) Fees	Section 4	Items 5, 6, 7, 8 and 11
(g) Compliance with standards and policies/Operations Manual	Sections 1, 2, 3, 6, 7, 8, 9, 10 and 11	Items 8, 11, 14, 15 and 16
(h) Trademarks and proprietary information	Sections 7, 8, 9, 11 and 16	Items 13, 14 and 15
(i) Restrictions on products/services offered	Sections 3, 10 and 16	Items 8, 11 and 16
(j) Warranty and customer service requirements	Section 10.10	Item 8
(k) Territorial development and sales quotes	Sections 3 and 10.16	Item 12
(l) On-going product/service purchases	Sections 4, 7, 8 and 10	Items 7, 8 and 11
(m) Maintenance, appearance and remodeling requirements	Sections 2, 8 and 10	Item 11
(n) Insurance	Section 10.4	Items 6, 7 and 8
(o) Advertising	Sections 4 and 11	Items 6, 7, 8 and 11
(p) Indemnification	Sections 6.3, 10.11, 13 and 15.9	Item 6
(q) Owner's participation/management/staffing	Sections 2.8, 6, 10.3, 10.8, 10.15 and 10.16	Items 1, 11 and 15

Obligation	Section in Franchise Agreement	Disclosure Document Item
(r) Records and reports	Sections 10, 14 and 19	Item 6
(s) Inspections and audits	Sections 10.10 and 14	Item 6
(t) Transfer	Section 15	Item 6 and 17
(u) Renewal	Section 2	Item 6 and 17
(v) Post-termination obligations	Sections 15, 16 and 17	Item 17
(w) Non-competition covenants	Sections 16.5, 16.6 and 16.7	Item 17
(x) Dispute resolution	Section 20	Item 17

## **ITEM 10** **FINANCING**

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

Franchisees of EOSW Worldwide Franchising, LLC are eligible for expedited and streamlined SBA loan processing to purchase the Franchised Business through the SBA's Franchise Registry Program, [www.franchiseregistry.com](http://www.franchiseregistry.com).

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

**Except as listed below, EOS Worldwide Franchising, LLC is not required to provide you with any assistance.**

### **Pre-Opening Obligations**

Before you commence operations of your Franchised Business we or our designee will:

1. Provide our Boot Camp training program to you. This training is described in detail later in this Item 11. (Section 5 Franchise Agreement).
2. Provide you with information regarding sources for supplies, signs, and other products and services for your Franchised Business, including a list of Approved Suppliers, as applicable. This information is described in greater detail in Item 8. (Section 7.3 Franchise Agreement).
3. Provide you with access to our Operations Manual and other guidelines which designate our Franchise System Standards and operating techniques of the Franchised Business,

and which we will update from time to time. (Section 7 Franchise Agreement). If the Operations Manual or such other guidelines are in tangible form, our provision to you shall be considered a loan, and if electronic, such access shall be deemed temporary. Your rights to use and access to our Operations Manual and such other materials will terminate on the termination or expiration of your Franchise Agreement.

4. Provide you temporary access to our Base Camp training platform and other applicable EOS systems we own or control and made available to franchisees. (Section 7.2(g) Franchise Agreement). Your rights to use and access Base Camp and such other EOS systems will terminate on the termination or expiration of your Franchise Agreement.

5. Upon request and subject to availability, provide you access to our Warm Lead Program. (Section 4.5 Franchise Agreement).

6. Provide you with a start-up package or initial inventory of training binders, other Materials and marketing collateral, at the time you commence operations, to assist with the establishment and operation of the Franchised Business, the size and composition of any such start-up package or in initial inventory and corresponding fees may vary depending on your business, location and other factors.

We do not provide any assistance with respect to hiring your employees. Unless requested by you, we do not provide training to your employees and we reserve the right to not train your employees upon request. As a reminder, your Franchised Business is independently-owned and operated meaning that while we require you to follow our Franchise System Standards, we do not control you or any of your personnel. We also do not provide any site selection assistance.

### **Ongoing Assistance**

After you attend and satisfactorily complete Boot Camp and commence operations, we will:

1. Provide you with one dedicated EOS email address for you and one dedicated EOS email address for an administrative employee of your Franchised Business, if applicable, that you must use in connection with the operation of the Franchised Business. (Section 7.2(e) Franchise Agreement).

2. List your Franchise in our online directory of EOS Worldwide businesses as your EOS microsite. (Section 7.2(f) Franchise Agreement).

3. Provide you with on-going updates of information and programs regarding your Franchised Business, EOS and the EOS Franchise System, including, without limitation, information about improvements or modifications to EOS, special or new services or products which may be developed and made available to franchisees. (Section 7.2(a) Franchise Agreement).

4. At your reasonable request and subject to our availability, consult with you by telephone, email, virtual meeting, webinar, or otherwise regarding the operation of your Franchised Business and advise you regarding Services, sales techniques, utilizing our tools and EOS, client relations and similar topics. (Section 7.2(c) Franchise Agreement).

5. Periodically and in our sole discretion, make our employees or other designees (which may be other franchisees) available to you for advice and assistance with the on-going operation of the Franchised Business. (Section 7.2(d) Franchise Agreement).

6. If and when formed, administer the Brand Development Fund. (Sections 4.3 and 7.2(h) Franchise Agreement).

7. Administer our referral fee program where, for any new franchisee that you refer to us that signs a franchise agreement and successfully completes Boot Camp, you will be eligible receive one thousand five hundred and 00/100 dollars (\$1,500) (Section 7.4 Franchise Agreement).

8. We may, in our discretion, hold the EOS Conference, QCEs and other programs, at such times and in such locations as we determine in our discretion. (Section 5.5 and Section 7.2(l) Franchise Agreement).

9. We may, in our sole discretion, provide you with administrative, bookkeeping, or accounting services. If such services are offered, they may be offered to you at an additional cost. (Section 7.2(m) Franchise Agreement).

10. We may, in our sole discretion, provide you with additional software or other technology services. If such products or services are offered, they may be offered to you at an additional cost and may not be mandatory to purchase. This is separate and apart services or products provided in exchange for any Technology Fee. (Section 7.2(n) Franchise Agreement).

### **Time to Commence Operations**

You must attend, and complete to our satisfaction, Boot Camp within six (6) months of signing the Franchise Agreement. (Section 5.1 Franchise Agreement). We estimate that the time from the signing of the Franchise Agreement to commencing operations of the Franchised Business will be approximately 30 to 180 days. We do not anticipate that COVID will impact the estimated time to open your Franchised Business as we can conduct Boot Camp at regular intervals both in person and virtually and we are not aware of any other material COVID related delays in completing the tasks necessary for our franchisees to open for business. This time may be shorter or longer due to (1) availability of Boot Camp after you sign the Franchise Agreement, (2) availability and delivery of initial inventory and marketing materials, (3) your ability to complete your official online profile and provide required website content, including professional, high quality headshot(s), lifestyle photo(s) and video(s), and updating of social media accounts per EOS brand guidelines, and (4) the time needed to obtain permits, licenses and certifications necessary for the operation of the Franchised Business, as well as other factors. Prior to the opening of your Franchised Business, you must pay to us all amounts that are due and owing.

You must begin operating your Franchised Business within six (6) months after signing the Franchise Agreement. (Section 10.6 Franchise Agreement). You may not open your Franchised Business until (1) all amounts owed to us have been paid, (2) you have provided to us proof of insurance coverage, (3) all supplies have been purchased according to our specifications, (4) you complete Boot Camp training, (5) your website content is uploaded; and (6) you satisfy any other requirements of new franchisees under the Franchise Agreement. We will reasonably extend the time to commence the operation of your Franchised Business for a period of up to sixty (60) days' if you are unable to (i) obtain any licenses required



to operate your Franchised Business or (ii) attend Boot Camp, despite your best efforts and for reasons beyond your control.

If you do not begin operating your Franchised Business within the timeframes specified above, we may terminate the Franchise Agreement. (Section 17.2(j) Franchise Agreement).

### **Marketing Approval Process**

All your advertising, marketing and other promotional efforts that are in any way related to the Franchised Business and that include or otherwise identify any of the Marks, must conform to all provisions of the Franchise Agreement, our Franchise System Standards that we state in the Operations Manual or otherwise, and any other EOS branding guidelines and policies we prescribe from time to time. You must participate in all marketing and sales promotion programs that we may authorize or develop for Franchised Businesses. All advertising, marketing and promotional efforts and/or materials, including any advertising and/or marketing plan or material used for advertising and marketing on the Internet and/or a worldwide web page, must be completely clear and factual and not misleading and conform to the highest standards of ethical advertising, and must be conducted in a dignified manner. You must promptly discontinue use of any advertising, marketing or promotional plans or materials on notice from us.

All use of any of the Marks must meet our Franchise System Standards as defined in the Operations Manual. (Section 9.1 of the Franchise Agreement.) We have the right to require you to include certain language in your local advertising materials, such as “Interested in becoming a Professional EOS Implementer” and the address of our Website and phone number.

### **Grand Opening Promotion**

There is currently no requirement that you engage in a specific grand opening promotion outside of regular marketing efforts, such as through social media, email marketing, and local networking and business resources. You are not required to spend any amount on grand opening promotions, but we recommend you purchase *Traction* books (which are available for purchase at the EOS Online Stores or from third parties) as described in Item 7 as these books should be used in your marketing and promotional efforts.

### **Local Marketing Requirement**

There is currently no minimum requirement or spending for local marketing, however, you are permitted to conduct local marketing and advertising activities at your own cost and expense and create marketing co-ops with fellow franchisees, including sponsoring local peer groups. EOS will make certain marketing assets, including but not limited to customizable marketing collateral, available for utilization in these programs.

### **Advertising Cooperative**

There are currently no advertising cooperatives for the Franchise System. You are not currently required to join or participate in any local or region advertising cooperative; however, we may require that you participate in cooperative advertising or other special marketing programs in the future. Cooperative advertising or other special marketing programs may include select paid media or other advertising as a flat fee or minimum percentage of revenue. These cooperative or special marketing programs may vary in duration, apply on a local, regional, national, or international basis, or involve clusters or groups of Franchised Businesses utilizing services on a shared basis. Examples include sales and marketing programs

and customer satisfaction programs. Programs may be optional for franchisees or we may require participation.

### **Social Media and Internet Advertising**

You may wish to use Social Media Platforms (i.e., web-based platforms such as Facebook, Twitter, LinkedIn or Instagram and other networking and sharing sites) or use Social Media Materials (i.e., any material on any Social Media Platform that makes use of our Intellectual Property, Marks, name, brand, products or your Franchised Business whether created by us, you or a third-party). You are required to comply with our Social Media Policy as set forth in the Operations Manual, and you must comply with the restrictions and requirements described below in this Item 11 under “Websites” and any other Franchise System Standards described in the Franchise Agreement, the Operations Manual, or otherwise in writing. You must abide by all official EOS Worldwide brand guidelines and best practices, including the designation of your status as a franchisee. You must comply with the quality considerations and requirements for your official online profile as outlined in Section 8.2 of the Franchise Agreement.

### **Brand Development Fund**

We currently do not have a Brand Development Fund (i.e., any national, regional, or international marketing fund) for the EOS Franchise System, but we may form a Brand Development Fund in the future to promote EOS, the EOS Franchise System and/or its Services and Products and reserve the right to do so in the Franchise Agreement. If we form a Brand Development Fund, we anticipate that the terms will be consistent with those for marketing funds in other franchise systems, such as:

- you will be required to contribute to it;
- if we establish franchisor-owned businesses, then they will be required to contribute to the Brand Development Fund on the same basis as the franchisees;
- our Brand Development Fund will be used for international, national and regional advertising, publicity and promotion relating to EOS and the EOS Franchise System;
- we will have the right to determine the manner in which the contributions to the Brand Development Fund are spent;
- we could use any form of media we determine is appropriate to conduct the advertising and may utilize an in-house advertising department or outside agencies;
- some portion of the Brand Development Fund may be used for creative concept production, website development, marketing surveys, test marketing and related purposes;
- we will have the right to direct all advertising activities with sole discretion over creative concepts, materials and media used, as well as their placement and allocation;
- we will also have the right to determine, in our sole discretion, the composition of all geographic and market areas for the implementation of these advertising and promotional activities;
- we will have the right to reimburse ourselves out of the Brand Development Fund for the total costs (including indirect costs) of developing, producing and distributing any advertising materials and administering the Brand Development Fund (including without

limitation, attorneys', auditors' and accountants' fees, salaries of in-house advertising personnel and outside advertising agencies and other expenses incurred in connection with collecting any Brand Development Fund Fees or other amounts);

- funds from the Brand Development Fund paid will be kept separate and distinct and will be accounted for separately from our other funds; these funds will not be used to defray any of our general operating expenses, except as described in the paragraph above;
- any sums paid to the Brand Development Fund that are not spent in the year they are collected will carry over to the following year;
- within one hundred twenty (120) days of the fiscal year-end, we will prepare, and furnish to you upon written request, an annual, unaudited statement of funds collected and costs incurred. (Section 11 Franchise Agreement).

We anticipate that any Brand Development Fund we create would strive to maximize general public recognition in all media of the Marks and patronage of EOS Worldwide businesses. There will however never be any obligation to ensure that expenditures of the Brand Development Fund in or affecting any geographic area are proportionate or equivalent to contributions into the Brand Development Fund by franchisees operating in that geographic area or that any Franchised Business will benefit directly or in proportion to the amounts paid for the development of advertising and marketing materials or the placement of advertising.

We will not require ourselves to spend any amount on advertising in any franchisee's area or territory, and no amount of the Brand Development Fund will be spent for advertising that is principally a solicitation for the sale of franchises, although we may retain the right to include "Franchises Available" or "Interested in becoming a Professional EOS Implementer" or similar language along with our contact information on all Brand Development Fund advertising. (Section 11.5 Franchise Agreement).

Although the Brand Development Fund would be created with the intention that it would be perpetual, we will reserve the right to terminate (and reinstate) the Brand Development Fund at any time; however, we would take steps to ensure that it would not be terminated until all monies in the Brand Development Fund were spent for advertising or promotional purposes or returned to contributors in accordance with the Franchise Agreement. (Section 4.3 Franchise Agreement).

### **Advisory Council**

We reserve the right to form an advisory council to assist us with various components of our System, including Services offered by Franchised Businesses, marketing and promotion, training, and other aspects of the EOS Franchise System. If we create an advisory council, it will act in an advisory capacity only and will not have decision-making authority. We will have the right to form, change, merge and dissolve any advisory council at any time. (Section 11.8 Franchise Agreement).

While the membership of any advisory council will be determined in our sole discretion, members will likely include our representatives and franchisee representatives however no franchisee will have the right to sit on any advisory council. If you are chosen and agree to participate in an advisory council, you will pay all costs and expenses you incur related to your participation and attendance at council meetings, including travel, lodging and meals. (Section 11.8 Franchise Agreement).

### **Computer System**

You must purchase or lease computer equipment, including hardware and software we specify, for your Franchised Business. We currently require you to have a computer (desktop or laptop) able to run the most current version of Google Chrome, Microsoft Edge, Apple Safari, or Firefox Internet browser (the “Computer System”) in order to view training, report sessions, facilitate virtual sessions as needed, and attend virtual meetings. Computers should be less than three years old and have the most current version of its operating system, such as OSX or Windows. Although the necessary programs should function on Firefox, Safari, Google Chrome, and Microsoft Edge, we will only assist you in troubleshooting potential issues related to the software when operating on Google Chrome. Your Computer System must have the capacity to submit to us reports through our internal system containing information about the number of sessions held by your Franchised Business, revenue generated, average ratings and other information we require, all in the form prescribed in the Operations Manual which we may change from time to time upon notice. You may purchase your Computer System from any supplier, unless we designate a specific Approved Supplier. You must also have access to high-speed Internet to access our online systems, and are responsible for all costs and expenses associated with your access, including connection charges. (Section 8.1 Franchise Agreement).

We anticipate that the initial cost of your Computer System will be between \$2,000 and \$10,000. If you already own computer and communications equipment which meets our specifications, your cost may be less. We currently do not require you to have a maintenance contract for your computer system, but we strongly suggest that you do so. You will keep your Computer System in good maintenance and repair and, at your expense, promptly make any and all additions, changes, modifications, substitutions, and/or replacements to your Computer System as we direct. Whether or not you choose to have a maintenance contract for your Computer System, you must pay to us a Technology Fee, if and when we choose to implement one (see Item 6). We reserve the right to increase the Technology Fee as described in Item 6. (Section 4.4 Franchise Agreement). You will pay any and all, annual, monthly or otherwise, software fees, or other fees, as required by us or our Approved Suppliers in order to maintain your Computer System. You further acknowledge and agree that we reserve the right to change our Approved Suppliers, including any software suppliers, at any time and in our sole discretion.

If you are in default of any obligations under the Franchise Agreement, we may, in addition to any other remedy we may have under the Franchise Agreement, temporarily inhibit your access to all or part of the EOS related data contained within the Computer System, until you have cured such default completely. We will not have access to your hardware, but we will have independent access to certain software systems you are required to use, such as the CRM and email system.

Computer networks and systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, data related problems and attacks by hackers and other unauthorized intruders (“E-Problems”). We do not guarantee that information or communication systems we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify your suppliers, lenders, landlords, clients, and governmental agencies on which you rely, have reasonable protection from E-Problems. This may include trying to secure your Computer Systems (including firewalls, password protection, and anti-virus systems), and to provide backup systems.

You must upgrade the Computer System, and/or obtain service and support, as we require or as is necessary because of technological developments or events. There are no contractual limitations on the frequency and cost of your obligation to obtain maintenance, updates or upgrades. We have no obligation to reimburse you for any of these costs. Unless we otherwise agree in writing, neither we nor any of our affiliates will provide you with any maintenance repairs, updates or upgrades for your computer system. (Section 8.1 Franchise Agreement). We estimate that you will spend between \$0 and \$1,000 on an annual

basis on the optional or required maintenance, support, upgrading and updating your computer system, excluding the payment of the Technology Fee.

### **Confidential Operations Manual**

Attached to this Disclosure Document, as Exhibit F, is the Table of Contents for our current Operations Manual which is approximately 425 pages in length. We are in the process of updating our Operations Manual and will replace the Exhibit F Table of Contents when we do. The updated version of the Operations Manual may include links to other information including copies of our Implementer Guides, and we anticipate the updated version will be approximately the same length when including the information that we link to separately. The Operations Manual is highly confidential, contains our trade secrets and you must use your best efforts to maintain its absolute confidentiality. The Operations Manual remains our property, and any hard copies must be maintained in a safe place and returned upon request. We reserve the right to revise or modify the Operations Manual to reflect new Franchise System Standards. You must accept and comply with such revisions, modifications and additions, which we may communicate to you through written notification by mail, email, posting on our Website or otherwise. You must maintain a current copy of the Operations Manual at all times. You are prohibited from copying or distributing the Operations Manual in any manner whatsoever. You must only use the information contained in the Operations Manual to manage your Franchised Business and may not use such information for any other purpose. (Section 7.1 Franchise Agreement).

### **Training Program**

We will provide you with approximately three days of initial franchisee training in our methods and techniques called our Boot Camp. Prior to attending Boot Camp, we will provide you with access to “Base Camp”, our comprehensive online training containing tools, supplies, teaching materials, video guides, printable guidelines, and support needed to implement EOS and prepare you for our Boot Camp program. Once you are provided access to Base Camp, then you can utilize the materials and resources at your own pace. Currently, access to Base Camp provides franchisees with the following, which we may modify, update, amend or change at our discretion:

1. The EOS Toolbox containing downloadable tools
2. Downloadable worksheets
3. Training videos and printable guides
4. Option to purchase Leadership Team Manuals (LTMs) and other materials
5. Additional resources to assist you in learning and executing the EOS 4-2-1 Business Development system

Currently, Boot Camp is held at locations in Detroit, Michigan; Denver, Colorado; Tampa, Florida; and Dallas, Texas, however locations may be added or changed at our discretion. Additionally, at our discretion, we may make virtual training available to franchisees. Boot Camp is mandatory for you. We reserve the right to modify any aspect of our Boot Camp or other training to accommodate the needs or experience of any individual trainee. The cost of the Boot Camp was increased to \$30,000 for new franchisees in 2022, and you are responsible for all costs and expenses associated with your attendance at Boot Camp, including the cost of travel, lodging, meals, wages, and connection charges. In addition, you must complete the Base Camp online training courses. We reserve the right to waive attendance at Boot Camp or the fee in whole or in part for this training for Implementers who have successfully completed EOS training to our satisfaction or who otherwise have considerable experience with EOS.

Only the EOS Implementer attends Boot Camp, and Boot Camp must be completed to our satisfaction within six months of signing the Franchise Agreement. Failure to complete Boot Camp to our

satisfaction will give us the right to terminate your Franchise Agreement. (Section 17.2(e) Franchise Agreement).

The materials we use at Boot Camp include the Boot Camp Training Manual, Operations Manual, printed materials, printed workbooks, and a ramp-up supply kit that we believe will be beneficial to our franchisees. Boot Camp is intended to be interactive. The current topics of the Boot Camp initial training program are as follows:

### THE TRAINING PROGRAM

Subject of Training	Hours of Classroom Training	On the Job Training Hour	Location
<ul style="list-style-type: none"> <li>• The history of EOS</li> <li>• Generating your own Warm Leads to build your Client list</li> <li>• Following our One-Page Business Development Process to grow Franchised Business;</li> <li>• How to create the context with a potential client by delivering a powerful 90 Minute Meeting</li> <li>• How to use all of the EOS Worldwide resources to grow and support your Franchised Business</li> <li>• How to clarify your personal business plan and achieve the future you want with your Franchised Business</li> </ul>	27.0	0	Instructor led training in Detroit, MI; Denver, CO; Dallas, TX; Tampa, FL or virtually.  Note: International options may also available (e.g., London, England and Sydney Australia)
<b>TOTAL HOURS</b>	<b>27</b>		

We reserve the right to amend, modify, supplement, vary and/or delete any portion of the contents of our training programs.

Currently, we schedule one Boot Camp session per location per calendar quarter. However, we may change this schedule based on demand. We reserve the right to hold our Boot Camp on an “as-needed” basis based on the number of new franchisees in the EOS Franchise System and the number of Franchised Business openings, staffing and other factors. Training is currently conducted under the direction of CJ Dubè. Ms. Dubè oversees Community Training and is an Expert Implementer who has served as an EOS Implementer for more than ten (10) years. We may delegate certain training to other instructors who have experience in the topic, as we deem appropriate.

#### **On-Going Base Camp Access**

In addition to Boot Camp, we will provide you continuing access to our Base Camp platform (“On-Going Base Camp Access”). As this On-Going Base Camp Access is included as part of your Monthly Membership Fee, we do not charge an additional fee for this On-Going Base Camp Access; however, your access to Base Camp also terminates on the termination or expiration of your Franchise Agreement. In addition, you must complete Base Camp online training courses.

In addition, we may employ others that may assist you with the ongoing operation of the Franchised Business as we deem appropriate and which may be other franchisees. At or after Boot Camp, we will

assign a Certified or Expert EOS Implementer to act as your coach and mentor. There is no additional cost for you to have a coach/mentor.

### **Additional Training**

At your request, and subject to our availability, we may provide additional training for specific areas of interest such as: coaching, ongoing breakouts, and other support packages as we make available from time to time at our discretion (“Additional Training”). We may charge you our then-current fee for any Additional Training. Our current fee ranges from \$995 to \$10,000, but we reserve the right to increase these fees. In addition to our training fees, you must reimburse us for any reasonable travel or related costs and expenses we incur in providing you with Additional Training. You are also responsible for your own costs and expenses incurred in attending Additional Training, including travel, lodging and miscellaneous costs, where applicable. Additional training or refresher courses are not required, except in the event of a renewal or transfer of the Franchised Business.

### **Remedial Training**

If you are in default under the Franchise Agreement or if we determine in our sole discretion that you are in violation of Franchise System Standards (including any failure to meet the requirements to maintain your Professional Implementer status), or we feel training is otherwise necessary to protect the quality, reputation or integrity of the EOS Franchise System, Marks, or our Intellectual Property, then we may require you attend mandatory remedial training or assistance and you must pay our then-current fees and expenses of \$995-\$10,000, as further outlined in Item 6. (Section 5.3 Franchise Agreement). In addition to our training fees, you must reimburse us for any reasonable travel or related costs and expenses we incur in providing you with Remedial Training.

We may also require completion of Remedial Training (in lieu of Boot Camp) for former, non-active Implementers who sign a franchise agreement.

### **QCEs**

Currently, we organize and offer numerous Quarterly Collaborative Exchanges (QCEs) annually. QCEs, our quarterly continuing education conferences for Implementers in our franchise system, are an opportunity to gain practical, useful insight for implementing EOS, operating your Franchised Business, working with entrepreneurial leadership teams, and managing and servicing your Clients. QCEs allow a comprehensive exchange of ideas, recommendations, suggestions, best practices, tips and advice based on the combined experiences of Implementers in the Franchise Model.

If you are part of the Professional Tier, you must attend at least two QCEs within rolling periods of four quarters; if you are part of the Certified/Expert Tier, you must attend at least three QCEs within the rolling periods of four quarters. QCEs may be held in person or virtually. We may require that you attend any of the QCEs in person. Your Monthly Membership Fee includes registration at one QCE per quarter. Should you choose to attend more than one QCE in a quarter, we will charge you the current registration fee. The current registration fee is \$995. Additionally, should you register for any QCE less than two weeks in advance, we may charge you a late fee, currently \$250. You are responsible for your own costs in attending any QCE, including, airfare, lodging, meals and other travel costs, and connection charges for virtual options.

### **Additional Seminars, Meetings and Conferences**

In addition to our QCEs we may also conduct other seminars or hold annual meetings or conferences from time-to-time for the benefit of all franchisees whose attendance may or may not be mandatory. We will charge our then-current registration fee, once established, and you must pay for the expense of salaries, travel, meals, lodging, and miscellaneous expenses of you attending such seminars, meetings or conferences.

We also currently hold an annual EOS Conference inviting end-users of EOS. Franchisees are permitted, but not required, to attend the EOS Conference only if three or more Clients of the franchisee attend. The registration fee for each franchisee varies and is determined based on the number of franchisee's Clients registered for the EOS Conference. If three to five of your Clients attend, you may attend the EOS Conference and will be required to pay the full registration fee, currently \$1,795. If six to nine of your Clients attend, you may attend the EOS Conference and will be required to pay half of the registration fee. If ten or more of your Clients attend the EOS Conference, you may attend the EOS Conference and will not be charged a registration fee. We reserve the right to revise the Client attendance thresholds. When determining the number of Client attending, we look at the number of individual registrations, therefore, if two or more individuals from the same organization/Client attend, then they will count as two Clients for purposes of determining your qualification and registration fee. If you qualify to attend the EOS Conference and attend in person, you will be responsible for your own airfare, lodging, meals, and other costs in attending. We reserve the right to hold the EOS Conference virtually, if we do, you will be responsible for charges you incur in attending virtually.

### **Websites**

You will not have any right to update, upgrade, amend or host the Website. We may (but we are not required to) include at the Website interior pages (sometimes referred to as microsites) containing information about your Franchised Business and if we do, you may, however, revise certain designated sections on the microsite for your Franchised Business, but the framework will be set by us. You may suggest changes to the microsite with items of news and events and related content. The Website will contain information on the EOS Franchise System. The Website may also contain other information we deem appropriate and all changes, deletions and additions are at our sole discretion. We may restrict, limit, control or designate your use of websites, the Internet, intranets, worldwide web home pages or email, and require you to participate in a centralized website. Neither you, nor any of your employees, are permitted to use an email address that is not associated with our Website in connection with the operation of your Franchised Business. (Section 7.2 and 8.2 Franchise Agreement). You may not establish any separate website, blog, other World Wide Web or Internet-based presence which uses or displays any of our Intellectual Property without our prior consent. (Section 8.2(a) Franchise Agreement). Any other blog, account on a Social Media Platform, email distribution list, or other World Wide Web or Internet-based presence which uses or displays any of our Intellectual Property must be conducted in accordance with our Brand Guidelines and other Franchise System Standards. Except as we may authorize in writing in advance, you cannot: (i) link or frame our Website, (ii) conduct any business or offer to sell or advertise any Services on the worldwide web, or (iii) create or register any Internet domain name in connection with your Franchised Business.

## **ITEM 12** **TERRITORY**

Given the nature of the Franchised Business, we do not grant franchises for specific locations nor do we grant protected or exclusive territories. You are permitted to offer and sell applicable Products and the Services anywhere in the world, subject to applicable law and our reservation of certain rights described



below and in the Franchise Agreement. You may conduct sessions in-person or virtually, in each case in accordance with our Franchise System Standards. You may face competition from other franchisees, from EOS businesses that we or our affiliates own, or from other channels of distribution or competitive brands that we control.

### **Reservation of Rights**

We and our affiliates retain the right, at our sole discretion, to (i) engage in any other activities not expressly prohibited in the Franchise Agreement including the right to own and operate EOS Worldwide businesses under the Marks or using the Intellectual Property, (ii) license others the right to own and operate an EOS Worldwide business or franchise under the Marks and System or using the Intellectual Property anywhere in the world, (iii) allow others to solicit Clients anywhere as we may permit in their agreements with us or our affiliates, (iv) license others rights to use our Marks or Intellectual Property or other trademarks or intellectual property, and (v) own and operate other businesses using our Marks or Intellectual Property or other trademarks or intellectual property, or to license others the right to own and operate such other businesses or franchises anywhere in the world.

Neither we nor our affiliates currently operate or have plans to operate or franchise a business under a different trademark selling training services under another business operating system similar to EOS, but we do reserve the right to operate or franchise a business under a different trademark and sell goods or services similar to those the franchisee will offer, anywhere in the world. Our affiliates do provide other non-franchise educational business resources under different trademarks such as Rocket Fuel™. You will not have any preferred rights to participate in these separate businesses as a franchisee of EOSW.

Additionally, we may acquire or merge with, or be acquired by, any business, including without limitation, a competitive business or another franchisor offering competitive businesses, located anywhere and operate that business using the Intellectual Property, Marks and EOS Franchise System, and/or the intellectual property, marks or system components of that business. We and our affiliates also may sell other products or services under trademarks other than the Marks, and reserve the right to enter into any marketing partnerships or programs that could be local, regional, national or international in scope, or digital in nature, and provide the same Products and Services your Franchised Business will offer and sell.

### **Alternative Distribution Channels**

In addition, we and our affiliates retain the right, in our sole discretion, to sell the Services or Products under the Marks in the same manner as offered by the EOS Worldwide franchises or in any other manner we determine in our sole discretion. Our rights include the ability to sell the Products and Services through channels of distribution such as the Internet (including our Website), mobile application, e-commerce, retail or wholesale stores, catalog sales, telemarketing or other channels of distribution (together, “Alternative Channels of Distribution”) and retain all the profits from such activities. We also reserve the right to develop software or other similar programs or products (see Item 1) to distribute through Alternative Channels of Distribution, and we may permit you to engage in revenue sharing for such products in which we share the revenue collected with you in a manner we determine. Unless we provide prior permission, you may not use Alternative Channels of Distribution to make sales and you will not receive any compensation for our sales through Alternative Channels of Distribution.

### **Minimum Performance Standards**

Your franchise rights do depend on your achieving certain productivity standards, as judged by the number of sessions conducted and your ratings for these sessions commencing twelve months after you complete Boot Camp. We reserve the right to modify the ratings descriptions if we discontinue, amend or

change our internal programs and systems for ratings so long as the ratings are not more materially burdensome than prior to the modification. If you fail to meet the minimum ratings or minimum productivity standards for the Professional Tier, then we reserve the right to require you to attend Remedial Training. If you fail to meet the minimum ratings or minimum productivity standards for the Professional Tier following completion of Remedial Training, we reserve the right to terminate your Franchise Agreement. The current minimum productivity standards to maintain Professional Tier status are (subject to applicable law) (see also Item 19):

- in your first four full quarters, implementing a total of 12 pure EOS session days, including four pure Focus Days, each with a minimum session fee of \$2,500 (in US currency); and
- upon your eighth full quarter and during every quarter thereafter, you must have implemented at least 30 pure EOS session days during the prior four full quarters, achieved an average session rating of 8.75+ in at least two of the prior four full quarters and have a minimum session fee of \$3,000 (in US currency) for your most recent and all future Clients.

If you fail to meet the minimum ratings or minimum productivity standards for the Certified or Expert Tier, then we reserve the right to require you to downgrade your status to Professional Tier (if Certified Tier) or Certified Tier (if Expert Tier).

Because we do not grant franchises for specific locations or grant protected or exclusive territories, there are no provisions in the Franchise Agreement for modification of territorial rights, nor do we have any restrictions on the relocation of any leased or session space. However, our Website currently lists franchisees geographically, so if you do look to relocate, you should notify us so we can update this information accordingly. Franchisees may only designate locations where they actively operate their Franchised Business in accordance with our policies and procedures that are in effect from time to time, and can update their locations from time to time with our approval.





We reserve all rights not expressly granted in the Franchise Agreement. Unless specifically agreed with you in writing, our grant of the Franchised Business does not include any option or promise to allow you to purchase any additional franchises whether by option, right of first-refusal or similar right.

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

You receive the right to use the name “EOS®” which is the primary Mark used to identify our Franchise System. You may also use any other current or future Mark in connection with the operation of your Franchised Business that we designate in writing and in the manner we permit, including the logo on the front page of this Disclosure Document and the Marks listed below. By “Marks” we mean the trade names, trademarks, service marks and logos used to identify EOS and our Products and Services.

The Marks contain marks registered (the “Registered Marks”) with the United States Patent & Trademark Office (“USPTO”) and marks with current applications for registration pending (the “Pending Marks”) with the USPTO. The following is a list of the principal Marks we may authorize you to use. EOS Affiliate owns all of these Marks listed below. This list does not include all of the Marks EOS Affiliate owns, or that may be used in your Franchised Business, and we may add or subtract from this list from time to time.

Registered Marks	Registration No.	Registration Date
EOS	3432932	05/20/2008
ENTREPRENEURIAL OPERATING SYSTEM	3565934	01/20/2009
TRACTION	4513247	04/15/2014
EOS IMPLEMENTER	5761861	05/28/2019
CERTIFIED EOS IMPLEMENTER	5761867	05/28/2019
PROFESSIONAL EOS IMPLEMENTER	5761868	05/28/2019
THE EOS LIFE	5762869	05/28/2019
EOS PROCESS	5761870	05/28/2019
EOS MODEL	5761878	05/28/2019

Pending Marks	Serial Number	Application Date
IDS	90228058	09/30/2020
LEVEL 10 MEETING	90477140	01/20/2021
VISION/TRACTION ORGANIZER	90528857	02/15/2021
V/TO	90528858	02/15/2021
	90562046	03/05/2021
	90562066	03/05/21
	90562150	03/05/2021
	90562221	03/05/2021
EXPERT EOS IMPLEMENTER	90615646	03/31/2021
QCE	90642292	04/13/2021
THE ACCOUNTABILITY CHART	90671038	04/26/2021

FOCUS DAY	90680157	04/29/2021
SIX KEY COMPONENTS	90680306	04/29/2021

We or our affiliates have filed all required affidavits for the Registered Marks. Following registration of the Pending Marks, and at the appropriate times, we intend to renew the registrations and to file all appropriate affidavits.

We have the right to the use, license and sublicense the Marks under a license agreement between us and EOS Affiliate (the “License Agreement”). EOS Affiliate has licensed to us the non-exclusive right to use, and sublicense the use of, the Marks, Intellectual Property and System in connection with the offer, sale and operation of EOS Worldwide businesses. The License Agreement is for a term of 99 years unless EOS Affiliate or we terminate the license. However, termination of the license agreement will not affect existing franchise agreements. We will sub-license to you the right to use the Marks to operate your Franchised Business upon the terms of your Franchise Agreement.

With the exception of the License Agreement, there are no agreements currently in effect which significantly limit our rights to use or sub-license the use of the Marks in a manner material to your Franchised Business. There are no currently effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, cancellation or opposition proceedings or material litigation against us or our affiliates, involving the Registered Marks.

We may occasionally add additional trademarks for use with EOS Franchised Businesses which may not be federally registered, and those additions will be considered part of the Marks, will be licensed to you, and will be subject to the restrictions discussed below. If additional trademarks do not have a federal registration, those trademarks would not have many legal benefits and rights as those available for a federally registered trademark. If our right to use such a trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

### **Use of the Marks**

You must follow our rules when you use the Marks. You may not use the Marks as part of your corporate or any other legal name unless we authorize such use in writing in advance. We must approve your business entity name and all fictitious names under which you propose to do business in writing before use. You must identify yourself using your business entity name either alone or an approved fictitious name that is in accordance with our Franchise System Standards (e.g., “D/B/A an EOS Worldwide [Certified/Professional/Expert] Implementer”), as allowed or required under applicable law. You must promptly register at the state office as provided for by the laws of the state in which your Franchised Business is located and/or if required at the office of the county in which your Franchised Business is located, as doing business under any such assumed business name as allowed under applicable law. You cannot use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing.

We or our affiliates are the lawful and sole owner of the domain name [www.eosworldwide.com](http://www.eosworldwide.com). In addition to our restrictions, you may not register any of the Marks now or in the future owned by us or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly

similar, as Internet domain names. We retain the sole right to advertise the EOS Franchise System on the Internet and to create, operate, maintain and modify, or discontinue use of a website using the Marks. Except as we may authorize in writing in advance, you cannot: (i) link or frame our Website, (ii) conduct any business or offer to sell or advertise any Services on the worldwide web, or (iii) create or register any Internet domain name in connection with your Franchised Business.

You may use only the Marks which we designate and only for the operation of the Franchised Business or in advertising for the Franchised Business, and may use them only in the manner we authorize and permit. Any goodwill associated with the Marks, including any goodwill which might be deemed to have arisen through your operation of the Franchised Business, inures directly and exclusively to our and our affiliate's benefit. You must use all Marks without prefix or suffix and in conjunction with the symbols "SM," "®," or "TM" as instructed by us.

We are not aware of any superior prior rights or infringing uses that could materially affect your use of our principal Marks in any state; however, a federal trademark registration does not necessarily protect the use of the concerned trademark against a prior user. Therefore, before entering into the Franchise Agreement, you should make every effort to confirm that there are no existing uses of the Marks or confusingly similar marks being used where you wish to do business. You should immediately notify us of any confusingly similar marks you discover.

### **Infringements**

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark or Intellectual Property, and you may not communicate with any person other than us, our attorneys and your attorneys in connection with any infringement, challenge or claim. We or our affiliates, in our sole judgment, may take any action that we deem appropriate and we have the right to control exclusively any litigation, USPTO proceeding or any other administrative proceeding arising from any infringement, challenge or claim or otherwise relating to any Mark or Intellectual Property. You must sign any instruments and documents, provide assistance and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or USPTO or other proceeding or otherwise to protect and maintain our interests in the Marks or Intellectual Property. The Franchise Agreement requires us to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark or Intellectual Property licensed to you by us or if the proceeding is resolved unfavorably to you provided that you have used such Mark or Intellectual Property in compliance with the Franchise Agreement.

### **Changes to the Mark**

If we determine that it becomes advisable for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. You will pay the expense of changing any materials used in the operation of your Franchised Business. Further, we will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditure you make to promote a modified or substitute trademark or service mark.

## **ITEM 14**

### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

#### **Patents**

We do not currently own any issued patents which are material to the Franchised Business.

#### **Copyrights**

We or our affiliates claim copyrights in the Operations Manual, the Website, Product and Service materials, training and session materials, advertising materials and related items used in operating the Franchised Business (the “Copyrighted Materials”). We may further register, develop, change, cancel, enhance or modify Copyrighted Materials at any time. We have registered some, but not all, of the Copyrighted Materials with the United States Registrar of Copyrights.

There currently are no effective determinations by, pending proceedings with, the Copyright Office (Library of Congress) or any court regarding any of the Copyrighted Materials which limit our rights to use or authorize franchisees to use any Copyrighted Materials in a manner material to your Franchised Business. Nor are there any agreements currently in effect which significantly limit our right to use or authorize franchisees to use the Copyrighted Materials. Furthermore, there are no infringing uses actually known to us which could materially affect a franchisee’s use of the Copyrighted Materials in any state. We are not required by any agreement to protect or defend Copyrighted Materials or confidential information, although we intend to do so when this action is in the best interests of the EOS Franchise System. During the term of your Franchise Agreement, you are granted the right to use certain of our Copyrighted Materials only for the operation of the Franchised Business or in advertising for the Franchised Business, and only in the manner we authorize and permit.

#### **Confidential Information**

Our Confidential Information includes the Operations Manual; the Boot Camp Manual; the Implementer Guides; Base Camp content; EOS Online Store materials; Franchise System Standards; Services and Products; methods for operating, managing, developing, performing, or coordinating any aspect of the Franchised Business; recruitment, training, marketing or compensation methods; Client names and lists; referral sources; billing and collection methods; pricing strategies; financial information; business plans and other information about us, our affiliates and information about our Approved Suppliers; strategic partners, vendors, employees, and independent contractors and any other information we deem confidential (collectively, the “Confidential Information”). You may not use our Confidential Information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others.

You may never – during the initial term, any renewal term, or after the Franchise Agreement expires or is terminated – reveal any of our Confidential Information or any other materials, goods and information created or used by us and designated for confidential use within the EOS Franchise System to another person or use it for any purpose other than to operate your Franchised Business. You may not copy any of our Confidential Information or give it to a third party except as we authorize in writing. You must limit access of your employees and any independent contractors to Confidential Information used in connection with the EOS Franchise System on a need to know basis. We may, periodically and in our sole discretion, amend the contents of the Operations Manual and your confidentiality obligations will extend to these amendments. We require that you and anyone who completes our training program or who has access to our Operations Manual sign the Confidentiality and Non-Solicitation Agreement. This agreement will be in substantially the form attached as Exhibit C to the Franchise Agreement, indicating acknowledgment and compliance with our confidentiality requirements in the Franchise Agreement. All persons and employees

affiliated with the Franchised Business and who is granted access to the Operations Manual, Client Data (as defined in the Franchise Agreement) or other EOS Confidential Information must sign a confidentiality agreement.

All ideas, concepts, techniques and other newly developed information or materials relating to the Franchised Business (hereinafter “Information”), whether or not constituting protectable intellectual property, and whether created by or on behalf of you, must be promptly disclosed to us, will be considered our property and part of our System and will be considered to be works made-for-hire for us. You assign the Information to us under the Franchise Agreement, and you must sign whatever documents we request to evidence our ownership or to assist us in securing intellectual property rights in these ideas, concepts, techniques or materials. We may, in our sole discretion determine whether you will receive any form of compensation or consideration in exchange for ideas, concepts, and techniques and other newly developed information or materials relating to the Franchised Business which you develop. We make no guarantees that you will be entitled to any form of compensation for such Information.

### **Client Data**

All information, mailing lists, Client information and databases of Client Data from whatever source derived, will, at our request, and in any event when provided by you to us, be our property. You must enter all Client Data and information accurately into our systems as outlined in the Operations Manual and failure to do so could result in termination of your Franchise Agreement. You may not use such information, except in connection with your Franchised Business in accordance with the Franchise Agreement and the Operations Manual. You also may not use, process, copy, display, publish, store or transfer the Client Data without our express written approval. You must comply with all applicable laws with respect to Client Data; in addition, you must comply with all data privacy and security requirements we may establish from time to time and to exert commercially reasonable efforts to prevent the unauthorized use, dissemination, or publication of Client Data, subject in all instances to applicable laws. You will promptly notify us if you become aware of or suspect any unauthorized access to the Client Data, or if you become the subject of any governmental, regulatory or other enforcement or private proceeding relating to your data handling practices of Client Data. You agree to indemnify us for all third-party claims related to your use of Client Data.

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

You or your applicable Operating Entity must sign the Franchise Agreement. The sole Implementer for any such Operating Entity must maintain a majority ownership (i.e., at least 51%) in the entity listed as the “Franchisee” under the Franchise Agreement. This interest may not be pledged, mortgaged, hypothecated, or be subjected to any lien, charge, or encumbrance, voting agreement, proxy, security interest or purchase right or option, without our prior written consent. You may have other owners, operators, or managers, but such individuals may not be an Implementer or provide Implementer Services to Clients, and such individuals will not attend, or be required to successfully complete, Boot Camp.

Implementers must be approved by us. You further must disclose to us any passive owners, operators, or managers. Each franchisee and its designated Implementer (if different) must devote their best efforts to the Franchised Business operations under the Franchise Agreement.

You must notify us promptly if your Implementer cannot continue to serve as the Implementer of your Franchise. You will have thirty (30) days from the date of the notice (or from any date that we independently determine you no longer meets our standards) to take corrective action. During that thirty

(30) day period, you must provide for interim management of your operations in compliance with the Franchise Agreement.

Each Implementer of an Operating Entity must sign a personal Guaranty described in Item 1 guaranteeing performance and binding himself or herself individually to certain provisions of the Franchise Agreement, including the covenants against competition and disclosure of Confidential Information, restrictions on transfer and dispute resolution procedures.

Your Implementer as well as any other personnel, owners, operators, managers or any other person assisting in providing the Services or Products or working on behalf of the Franchised Business and who has access to the Operations Manual, Client Data or other EOS Confidential Information must sign covenants not to solicit and to maintain the confidentiality of Confidential Information. These covenants will be in substantially the form attached to the Franchise Agreement as Exhibit C. We have the right, in our sole discretion, to decrease the period of time or geographic scope of the non-solicitation covenants or eliminate the non-solicitation covenant altogether for any person who must sign an agreement described in this paragraph. You must also promptly notify us of the names of any personnel or any other person who has access to the Operations Manual, Client Data or other EOS Confidential Information.

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

You must offer for sale and sell through the Franchised Business only those Services and Products that we have approved for the EOS Franchise System. You may only offer Services, and any other products and services that we designate, to Clients during the term of your Franchise Agreement. You are only permitted to cross-sell or refer Clients to other providers in the manner described in the Operations Manual, if at all. We understand that our franchisees are successful, abundance minded entrepreneurs that may engage in other opportunities during their term as a franchisee. While we do not require our franchisees to be full-time operators and therefore understand they may engage in outside opportunities, those opportunities must not violate the restrictive covenants in the Franchise Agreement or create a conflict of interest with the role as an EOSW franchisee. To prevent potential conflicts of interest, we created guidelines set forth in the Operations Manual defining the kind of outside opportunities that we determine are acceptable, and those that we determine are not. They are summarized with two simple rules: (i) don't damage the EOS brand, use EOS Intellectual Property, or compete with either EOS Worldwide or the EOS Implementer Community; and (ii) obtain our consent before investing any time or money. As part of our evaluation process for new franchisees, we may ask you a series of questions designed to determine whether you are engaged in any outside opportunities that could create a conflict of interest. These questions are referred to as our "Item 16" review and is part of our application process.

We require all of our franchisees to participate in our Client Satisfaction Program described in Item 8. You must offer all the authorized Products and Services at your Franchised Business unless we otherwise agree in writing.

We have the right to change the types of authorized Products and Services, and there are no limits on our right to do so, although we will provide you with notice when changes become effective. You may not offer for sale any products or perform any services that we have not approved, nor can you engage in any other business enterprise through the entity that you use to operate the Franchised Business without our prior written consent.

Other than as we expressly authorize in writing or otherwise designate in the Operations Manual, you may not in any manner purchase, reship, sell, transship, or re-distribute any of the EOS Worldwide materials or other items purchased from us to any third party, including any current or former franchisee.



Franchisees may however provide EOS Worldwide materials or other items purchased from us to other current franchisees without our consent provided such items are provided without any mark-up.

We place no other restrictions on where or to whom you may provide EOS Services and Products.

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

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

**THE FRANCHISE RELATIONSHIP**

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	2.2	Five (5) year term ending on the last day of the calendar month following your five-year anniversary.
b. Renewal or extension of the term	2.3	The franchise may be renewed for up to two 3-year year terms if you are in good standing and we are still in the business of offering and selling new EOS Worldwide franchises.
c. Requirements for franchisee to renew or extend	2.3	Requirements include: (i) you provide us the prior notice required in the Franchise Agreement; (ii) you complete, to our satisfaction all maintenance and upgrading necessary we require; (iii) you are in good standing; (iv); you satisfy all monetary obligations you owe us, our affiliates, and our Approved Suppliers; (v) you execute our then-current form of Franchise Agreement; (vi) you satisfy our then-current requirements for new franchisees and our training requirements; (vii) you and your applicable co-owners sign a general release; and (viii) we are still in the business of offering and selling new EOS franchises.  The then-current standard Franchise Agreement may contain materially different terms and conditions than your original Franchise Agreement.
d. Termination by franchisee	17.1	You may terminate at any time with 60 days' prior notice and upon execution of a full release by you and your applicable co-owners.  You must be in good standing and must pay your monthly fees until your termination date. You are not entitled to any refunds of any monthly fees.
e. Termination by franchisor without cause	Not Applicable	We may not terminate without cause.
f. Termination by franchisor with cause	17.2-17.3	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination.
g. "Cause" defined – curable defaults	17.3	You have 30 days from our written notice to cure breaches of obligations, covenants or representations under the Franchise Agreement that are subject to cure, except that the following breaches provide a shorter time period specified in the Franchise Agreement: (i)

Provision	Section in Franchise Agreement	Summary
		<p>you failed to timely remit the required monthly payments (10 days from our written notice); (ii) you fail to remit any other payments when due to us or our affiliates (payments (10 days from our written notice); (iii) you fail to remit any payments immediately when due to a supplier, vendor, broker, landlord, or other third party owed by the Franchised Business payments (30 days from our written notice); (iv) you make any unauthorized use of the Marks or violate the Intellectual Property provisions of the Franchise Agreement (5 business days from our written notice); (v) you fail to maintain proper insurance (5 business days from our written notice); or (vi) you fail to pay your other debts or expenses (15 days from our written notice).</p>
<p>h. “Cause” defined – non-curable defaults</p>	<p>17.2</p>	<p>Non-curable defaults include: (i) you are convicted of a crime of moral turpitude or theft; (ii) you engage in any misconduct which hurts the goodwill of EOS or the EOS Franchise System; (iii) you make any unauthorized transfer of the Franchised Business or Franchise Agreement; (iv) your bankruptcy or insolvency; (v) you fail to successfully complete Boot Camp or other required training; (vi) you fail to meet the required minimum number of sessions and ratings following completion of additional training; (vii) you breach your in-term restrictive covenants; (viii) you knowingly fail to accurately report other payments due to us, our affiliates, or suppliers/creditors, or you commit any acts of fraud or misrepresentation; (ix) you default, on three (3) or more separate occasions within any term of your franchise, on any of your material obligations to us or an affiliate, whether or not cured (including failure to adhere to any of our Core Values); (x) you fail to commence business within the time prescribed in the Franchise Agreement; (xi) you fail to pay any taxes when due; or (xii) you make any misrepresentation on your franchise application or supporting documentation.</p>

Provision	Section in Franchise Agreement	Summary
i. Franchisee’s obligations on termination/non-renewal	17.6	You must: (i) immediately cease to use any of the Confidential Information, the Intellectual Property and the Marks; (ii) immediately return to us (or destroy upon our request) all of your copies of any materials containing any of the Confidential Information or any materials bearing the Intellectual Property or the Marks and all copies and records of any Client or other similar lists; (iii) upon our request, cooperate in assigning to us or to a person or entity designated by us any and all vendor agreements or sales or service contracts for the Services with Clients of your Franchised Business, which will be automatic at our option as a result of the termination or expiration; (iv) immediately cease all use of our Marks and Intellectual Property including any of our marketing materials and brochures and stop holding yourself out to the public as associated with us in any way including remove all trade dress and removing any stickers of our trade dress; (v) immediately terminate your access to our computer systems, any e-commerce activities we designate, and any other applicable EOS systems to which you had access as a franchisee (e.g., Base Camp, Slack, EOS CRM, EOS email), and immediately remove any EOS franchise related proprietary software from your computer(s); (vi) immediately pay us all unpaid fees and pay us, our affiliates, and our approved and designated suppliers and vendors, all other monies owed; (vii) comply with the post-termination covenants; and (viii) cease any and all contact with EOS Clients, suppliers, vendors, employees or our agents without our prior written consent.
j. Assignment of contract by franchisor	15.1	We may assign our interest in the Franchise Agreement, directly or indirectly, by merger, public or private offering, assignment, pledge, or other means.
k. “Transfer” by franchisee – defined	15.3	Your voluntary, involuntary, direct or indirect assignment, sale, gift, pledge, mortgage, disposal or other disposition of any legal or beneficial interest in: (i) the Franchise Agreement, (ii) any material asset of the Franchised Business; or (iii) the ownership interest in your Business Entity, whether in the form of equity or voting interest. It includes any merger or consolidation of your Business Entity, the issuance of additional securities or other ownership interests of your Business Entity, and any transfers resulting from proceedings under the U.S. Bankruptcy Code or any similar law, and transfers resulting from divorce.
l. Franchisor approval of transfer by franchisee	15.5	You must obtain our prior written consent before transferring any interest in the assets of the Franchised Business, which such consent shall not be unreasonably withheld.

Provision	Section in Franchise Agreement	Summary
m. Conditions for franchisor approval of transfer	15.5	Conditions include you are in full compliance with the Franchise Agreement and: (i) the transferee meeting or exceeding the approval criteria including passing a background check and holding all required certifications necessary to operate all divisions of Services all at our sole discretion; (ii) you pay all amounts owed to us, our affiliates or to third-party creditors and have submitted all required reports and statements; (iii) the transferee enters into our then-current form of franchise agreement for new franchisees for the remainder of the current term under the Franchise Agreement (with any remaining renewal terms available) and any required related agreements (or an assignment and assumption agreement in a form reasonably acceptable to use if we are no longer offering franchises); (iv) the transferee agrees to upgrade the Franchised Business to conform to our then-current Franchise System Standards and attends Boot Camp at our then current Boot Camp fees prior to performing any Implementer Services; (v) a \$5,000 transfer fee is paid; (vi) you and your co-owners have signed a general release; (vii) we approve the material terms and conditions of such transfer; (viii) if you finance any part of the sale price of the transferred interest, you subordinate transferee's obligation to pay to our right to monthly fees and other amounts due to us and otherwise to comply with the Franchise Agreement; and (ix) upon our request, you have agreed that you will provide guidance and support for a period of no less than ninety (90) days from the transfer date.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	We do not have a right of first refusal to acquire your business on a proposed transfer.
o. Franchisor's option to purchase franchisee's business	17.7	If the Franchise Agreement is terminated by either party or you cease to do business for any reason then we have the right to purchase some or all of your assets at book value (cost less depreciation).
p. Death or disability of franchisee	15.7	Your Franchised Business must appoint a new Implementer in the time we designate and must be run by a trained Implementer during the period before the assignment. Assignments are subject to our approval rights. We have the right to manage the Franchised Business or appoint a manager and charge a management fee if we feel, in our sole discretion, that the Franchised Business is not being operated properly.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	16.5	You are prohibited from operating or having an interest in a competitor or a similar or competitive business to the Franchised Business. You are also prohibited from diverting any business or Clients to a competitive business or competitor or engaging in any other act injurious or prejudicial to the goodwill associated with the Marks, Intellectual Property or the EOS Franchise System and from diverting or inducing our or our affiliates' business relationships or potential business relationships from doing business with us or our affiliates.
r. Non-competition covenants after the franchise is terminated or expires	16.6	For a period of one year, you are prohibited from (i) soliciting any EOS Clients to a competitive business; (ii) inducing or attempting to induce or solicit any strategic partners, Clients, referral sources or brokers associated with the EOS Franchise System to accept an affiliation with you; (iii) from diverting or inducing our or our affiliates' business relationships or potential business relationships from doing business with us or our affiliates; or (iv) engaging in any other act injurious or prejudicial to the goodwill associated with us or our affiliates or the Marks, our trade names or other Intellectual Property. You may, however, continue to engage with Clients for other services not related to EOS and that do not make use of our Marks, Copyrights, or other Intellectual Property or information, and for whom you provided such other services in compliance with the Franchise Agreement prior to termination.
s. Modification of the agreement	21.3	You must comply with the Operations Manual as periodically updated or amended. The Franchise Agreement may only be modified or amended in writing signed by all parties.
t. Integration/merger clause	21.3	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 the disclosure document may not be enforceable.
u. Dispute resolution by arbitration or mediation	20.4-20.5	At our discretion, all disputes must be submitted to mediation and then arbitration in Michigan (subject to state law).
v. Choice of forum	20.2	Delaware (subject to state law)
w. Choice of law	20.1	Delaware (subject to state law), except whether federal law applies (e.g., that disputes regarding the Marks will be governed by the Lanham Act, 15 U.S.C. Sec. 1051 et seq. and disputes over copyrights will be governed by federal copyright laws of the United States)

**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.

In February 2021, EOS Worldwide began a transition of its business model from a subscription-based model to a franchise model. Under the previous subscription-based model, EOS Implementers licensed the right to offer and sell EOS products and services through consulting businesses marketed under their own name and brand. Under this subscription-based model, certain EOS Implementers offered both EOS and other products and services in addition to EOS. With the transition to the franchise model, EOS Implementers that signed a franchise agreement now operate their franchise businesses exclusively on EOS under EOS’s principal trademark.

As of December 31, 2021, there were 388 EOS Worldwide franchisees operating a Franchised Business based in the United States. More specifically, that means that 388 active EOS Worldwide franchisees completed Boot Camp training and are eligible to provide Implementer Services under a franchise agreement signed on or after February 2021.

Franchisees may not start offering EOS until their designated Implementer completes Boot Camp training. Some Implementers completed Boot Camp under the subscription-based model prior to February 2021, and therefore, were able to operate immediately after signing the franchise agreement. Any transitioning Implementer who did not complete Boot Camp training under the subscription-based model was required to do so after signing the franchise agreement.

Each of the tables provided in this Item 19 only include franchises that have been teaching on EOS for more than twelve (12) months (i.e., the designated Implementer completed Boot Camp more than 12 months prior to the start of the reporting period). The tables do not include information for any franchisees that were not operating for more than 12 months from the start of the applicable Reporting Period (i.e., their designated Implementer did not complete Boot Camp training more than 12 months from the start of the applicable Reporting Period).

Each of the terms and concepts are used throughout this Item 19 with the following meanings:

(1) “EOS 400k System” is our business development process designed to help Franchisees achieve \$400,000 of Session Revenue by the third year of operations. Results will vary however based on a number of factors, including, without limitation, saturation of the market, brand awareness, personal performance and commitment, Implementer experience and the ability to develop and maintain Clients.

(2) “Reporting Period” means each of the following quarterly periods Franchisees report performance to us:

<b>Quarter</b>	<b>Months</b>
First Quarter	February 1 <sup>st</sup> to April 30 <sup>th</sup>

Second Quarter	May 1 <sup>st</sup> to July 31 <sup>st</sup>
Third Quarter	August 1 <sup>st</sup> to October 31 <sup>st</sup>
Fourth Quarter	November 1 <sup>st</sup> to January 31 <sup>st</sup>

(3) “Session Days” are days in which an Implementer conducts a session with a Client. These include Focus Days, Vision Building Day sessions, Quarterly Pulsing sessions, Annual Planning sessions and special or requested sessions with a Client.

(4) “Session Revenue” is defined as the total revenue derived from Session Days with Clients, whether received in cash, check or credit card, or in a lump sum or in installments, and adjusted for sales related taxes and refunds. Franchisees are responsible for establishing their own rates, however, the rates they charge may impact their Implementer’s Tier designation.

The tables below include performance information Session Revenue for the for the trailing three (3) quarterly Reporting Periods ending January 31, 2022. As a result of the transition occurring in February 2021, as of December 31, 2021, we did not include the quarterly period of February 1<sup>st</sup> to April 30<sup>th</sup>, 2021, as a Reporting Period in these Tables as that period did not include only dedicated operations under the EOS Franchise System.

**November 1, 2021 to January 31, 2022 Reporting Period**

Tier <sup>(1)</sup>	Professional	Certified	Expert	System Wide
# of Operational Franchisees*	73	135	42	250
Highest Session Revenue	\$365,000****	\$299,000	\$315,500	\$365,000****
Lowest Session Revenue	\$6,000	\$12,000	\$58,600	\$6,000
Average Session Revenue	\$50,954	\$131,028	\$205,814	\$120,210
Median Session Revenue**	\$48,000	\$124,000	\$211,750	\$111,000
400k System (annualized)***	1	96	41	138
Average Tenure Since Boot Camp (in Months)	32 Months	49 Months	107 Months	54 Months
Average Session Fee	\$4,264	\$5,252	\$6,390	\$5,155

\* Operational franchisees is defined as franchisees that have been fully operational for one full year (i.e., completed Boot Camp Training more than 12 months prior to the start of the Reporting Period).

\*\* Median is defined as the data point in the center of all data points being used.

\*\*\* Of the 250 operational Franchised Businesses listed above, 138 (or 55.2%) had Session Revenues for the Reporting Period that when annualized, equaled or exceeded the EOS 400k System goal of \$400,000. When annualizing a Franchised Business’s Session Revenue, we multiplied the Session Revenue for the Reporting Period by 4. The annualized Session Revenue therefore does not reflect actual Session Revenues realized by the Franchised Business/Implementer for any full 12-month period.

\*\*\*\* The Implementer for the top performing franchisee (in terms of Highest Session Revenue) is a long-standing EOS Implementer that requested to reduce its Tier from Certified to Professional during this Reporting Period.

As of the end of the Reporting Period on January 31, 2022, we had 386 total franchisees. Of the 136 franchisees not included in the tables above, 128 franchisees’ Implementers had not completed Boot Camp

more than 12 months from the start of the Reporting Period and 8 franchisees that did complete Boot Camp more than 12 months from the start of the Reporting Period did not report any Session information.

**August 1, 2021 to October 31, 2021 Reporting Period**

Tier <sup>(1)</sup>	Professional	Certified	Expert	System Wide
# of Operational Franchisees*	69	132	36	237
Highest Session Revenue	\$99,000	\$256,500	\$232,000	\$256,500
Lowest Session Revenue	\$3,500	\$25,000	\$56,500	\$3,500
Average Session Revenue	\$36,149	\$102,922	\$161,021	\$92,307
Median Session Revenue**	\$35,000	\$93,500	\$165,575	\$80,900
400k System (annualized)***	0	57	35	92
Average Tenure Since Boot Camp (in Months)	30 Months	51 Months	106 Months	53 Months
Average Session Fee	\$4,164	\$5,303	\$6,404	\$5,139

\* Operational franchisees is defined as franchisees that have been fully operational for one full year (i.e., completed Boot Camp Training more than 12 months prior to the start of the Reporting Period).

\*\* Median is defined as the data point in the center of all data points being used.

\*\*\* Of the 237 operational Franchised Businesses listed above, 92 (or 38.8%) had Session Revenues for the Reporting Period that when annualized, equaled or exceeded the EOS 400k System goal of \$400,000. When annualizing a Franchised Business's Session Revenue, we multiplied the Session Revenue for the Reporting Period by 4. The annualized Session Revenue therefore does not reflect actual Session Revenues realized by the Franchised Business/Implementer for any full 12-month period.

As of the end of the Reporting Period on October 31, 2021, we had 353 total franchisees. Of the 116 franchisees not included in the tables above, 106 franchisees' Implementers had not completed Boot Camp more than 12 months from the start of the Reporting Period and 10 franchisees that did complete Boot Camp more than 12 months from the start of the Reporting Period did not report any Session information.

**May 1, 2021 to July 31, 2021 Reporting Period**

Tier <sup>(1)</sup>	Professional	Certified	Expert	System Wide
# of Operational Franchisees*	74	131	26	231
Highest Session Revenue	\$101,750	\$337,000	\$248,000	\$337,000
Lowest Session Revenue	\$3,500	\$18,000	\$70,000	\$3,500
Average Session Revenue	\$40,030	\$106,719	\$151,518	\$90,398
Median Session Revenue**	\$35,900	\$99,500	\$155,250	\$78,000
400k System (annualized)***	1	66	22	89
Average Tenure Since Boot Camp (in Months)	30 Months	54 Months	104 Months	52 Months
Average Session Fee	\$4,146	\$5,405	\$6,387	\$5,112

\* Operational franchisees is defined as franchisees that have been fully operational for one full year (i.e., completed Boot Camp Training more than 12 months prior to the start of the Reporting Period).

\*\* Median is defined as the data point in the center of all data points being used.

\*\*\* Of the 231 operational Franchised Businesses listed above, 89 (or 38.5%) had Session Revenues for the Reporting Period that when annualized, equaled or exceeded the EOS 400k System goal of \$400,000. When annualizing a



Franchised Business's Session Revenue, we multiplied the Session Revenue for the Reporting Period by 4. The annualized Session Revenue therefore does not reflect actual Session Revenues realized by the Franchised Business/Implementer for any full 12-month period.

As of the end of the Reporting Period on July 31, 2021, we had 316 total franchisees. Of the 85 franchisees not included in the tables above, 81 franchisees' Implementers had not completed Boot Camp more than 12 months from the start of the Reporting Period and 4 franchisees that did complete Boot Camp more than 12 months from the start of the Reporting Period did not report any Session information.

Notes to Tables:

(1) Tier Designations. EOS Implementers are currently designated as either: Professional Tier, Certified Tier or Expert Tier, as further described in Item 6. Our evaluation criteria is outlined in our Operations Manual and summarized below, and may change from time to time at our discretion. If an Implementer meets the criteria and elects to upgrade its Tier, then we may upgrade an Implementer's Tier on a going forward basis, subject to satisfying the criteria for the upgraded Tier. Upgrading a Tier is optional. If an Implementer fails to meet the criteria outlined in the Operations Manual, we may downgrade that Implementer's Tier. Implementers may also submit requests to downgrade their Tier. All new EOS Implementers are placed in the Professional Tier once they have completed Boot Camp. Franchisees may only offer and sell the Products and Services, and engage in the business activities, permitted for their Implementer's Tier, and may only market, advertise and promote themselves at their designated Tier. "Certified" and "Expert" Tiers are granted the right to offer and sell additional Services and Products and may receive benefits as described in more detail in the Operations Manual.

Below is a brief description of the differences in the benefits and requirements for each Tier as of the Issuance Date of this Disclosure Document:

	<b>PROFESSIONAL</b>	<b>CERTIFIED</b>	<b>EXPERT</b>
Flat Monthly Fee	\$995/month	\$1095/month	\$1295/month
Designation Criteria	See below	See below	See below
Can Join Speaker's Bureau		X	X
Can Own/Lead Firm		X	X
EOSW Content Contributor		X	X
EOS Talk	X	X	X
LMA™/Mid-Manager's	X	X	X
Internal EOS Training Classes		X	X
EOS Workshop		X	X
Great Boss Facilitator			X
Rocket Fuel Facilitator			X
Advanced Community Team Roles			X
Special EOS Training	Pay Fee	Pay Fee	Free

Priority EOS Conference Attendance	Qualify and Pay	Qualify and Pay	Qualify and Pay
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**Professional EOS Implementer:**

Designation Criteria

**\*All session fee criteria are in US currency.**

**Professional Tier:**

The current minimum productivity standards to maintain Professional Tier status are (subject to applicable law):

- in the first four full quarters, implementing at least 12 pure EOS session days, including at least four pure Focus Days, each with a minimum session fee of \$2,500; and
- upon the eighth full quarter and during every quarter thereafter, must have implemented at least 30 pure EOS Session Days during the prior four full quarters, achieved an average session rating of 8.75+ in at least two of the prior four full quarters and have a minimum session fee of \$3,000 for most recent and all future Clients.

**Certified Tier:**

The current minimum productivity standards to maintain Certified Tier status are (subject to applicable law):

- Have implemented at least 10 pure Focus Days and at least one of each of the other four pure EOS sessions (Vision Building Day 1, Vision Building Day 2, Quarterly Session or Annual Session);
- Also have implemented at least 48 pure EOS Session Days during the prior four full quarters;
- Positively participated in a QCE during three of the previous four quarters; and
- Achieved an average session rating of 8.75+ in at least three of the prior four full quarters and have a minimum session fee of \$3,500 for most recent and all future Clients.

**Expert Tier:**

The current minimum productivity standards to maintain Expert Tier status are (subject to applicable law):

- Meet all of the criteria for the Certified Tier;
- EOS 400K System or better;
- Have implemented at least 500 pure EOS Session Days (i.e., Vision Building Day

- 1, Vision Building Day 2, Quarterly Session or Annual Session); and  
Meet the EOS Mastery and Purity requirements set forth in the Operations Manual.

We do not require minimum availability of any Implementer, or track availability of any Implementer. Except to maintain Tier status, Implementers may set their own schedules and perform sessions in their discretion without any requirement to allocate a minimum number of hours or days to their EOS Franchised Business.

### General Notes to Item 19

(1) Operating results of any Franchised Business are affected by the following: (i) economic and weather conditions in the region you may operate, including impact of Covid-19; (ii) potential seasonality; in our experience, we find more sessions occur between the months of November through February due to annual planning; (iii) competition from other EOS Franchised Businesses as well as other independent contractors, consultants and executive trainers offering business coaching services, leadership coaching and other competitive services and products. Some EOS Franchised Business will experience greater competition than others; and (iv) individual performance, experience and ability to generate business.

(2) We recommend that you make your own independent investigation to determine whether or not the Franchise may be profitable to you. You should use the above information as a reference in conducting your analysis and preparing your own projected income statements and cash flow statements. We suggest strongly that you consult your own financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a Franchise.

(3) Franchisees are required to self-report their session information on a quarterly basis. The information presented has not been audited, and we have not independently verified that the information provided by franchisees is correct. All tables were prepared on a consistent basis. Written substantiation of the data illustrated in this statement will be made available to prospective franchisees upon reasonable demand.

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

Other than the preceding financial performance representations, we do not make any representations about a franchisee's future performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Franchise Administration at 2254 Cole Street, Suite 130, Birmingham, MI 48009 or via telephone at (248) 278-8220, 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 through 2021**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised (United States)	2019	0	0	0
	2020	0	0	0
	2021	0	388	388
Company-Owned (United States)	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Total Outlets (United States) (See Note 1)	2019	0	0	0
	2020	0	0	0
	2021	0	388	388

Note 1: Outlets for purposes of this Table 1 include only those then-active franchisees that have completed Boot Camp training as of the end of the referenced calendar year and are therefore able to provide Implementer Services under their Franchise Agreement.

**Table No. 2**

**Transfers of Outlets from Franchisees to New Owners**  
**(Other than the Franchisor) for years 2019 through 2021**

State	Year	Number of Transfers
Total (United States)	2019	0
	2020	0
	2021	0

**Table No. 3**

**Status of Franchised Outlets**  
**For Years 2019 through 2021**

State (See Note 1)	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations Other Reasons (See Note 2)	Outlets at the End of the Year (See Note 3)
	2019	0	0	0	0	0	0	0

State (See Note 1)	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Re-acquired by Franchisor	Ceased Operations Other Reasons (See Note 2)	Outlets at the End of the Year (See Note 3)
Alabama	2020	0	0	0	0	0	0	0
	2021	0	4	0	0	0	0	4
Arizona	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	12	0	0	0	0	12
Alaska	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Arkansas	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
California	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	26	0	0	0	0	26
Colorado	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	19	0	0	0	0	19
Connecticut	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Delaware	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Florida	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	14	0	0	0	0	14
Georgia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	14	0	0	0	0	14
Hawaii	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2019	0	0	0	0	0	0	0

State (See Note 1)	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Re-acquired by Franchisor	Ceased Operations Other Reasons (See Note 2)	Outlets at the End of the Year (See Note 3)
Idaho	2020	0	0	0	0	0	0	0
	2021	0	6	0	0	0	1	5
Illinois	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	18	0	0	0	0	18
Indiana	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	4	0	0	0	0	4
Iowa	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	7	0	0	0	0	7
Kansas	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
Kentucky	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	5	0	0	0	0	5
Louisiana	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	7	0	0	0	1	6
Maine	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	4	0	0	0	0	4
Massachusetts	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	7	0	0	0	0	7
Michigan	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	34	0	0	0	0	34
	2019	0	0	0	0	0	0	0

State (See Note 1)	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Re-acquired by Franchisor	Ceased Operations Other Reasons (See Note 2)	Outlets at the End of the Year (See Note 3)
Minnesota	2020	0	0	0	0	0	0	0
	2021	0	27	0	0	0	0	27
Mississippi	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Missouri	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	13	0	0	0	1	12
Montana	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Nebraska	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Nevada	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	1	2
New Hampshire	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
New Jersey	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	9	0	0	0	0	9
New Mexico	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
New York	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	13	0	0	0	0	13
North Carolina	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	18	0	0	0	0	18
	2019	0	0	0	0	0	0	0

State (See Note 1)	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Re-acquired by Franchisor	Ceased Operations Other Reasons (See Note 2)	Outlets at the End of the Year (See Note 3)
North Dakota	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Ohio	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	16	0	0	0	0	16
Oklahoma	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
Oregon	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	4	0	0	0	1	3
Pennsylvania	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	17	0	0	0	0	17
Puerto Rico	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Rhode Island	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
South Carolina	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	5	0	0	0	0	5
South Dakota	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Tennessee	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
Texas	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	40	0	0	0	0	40
	2019	0	0	0	0	0	0	0



State (See Note 1)	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Re-acquired by Franchisor	Ceased Operations Other Reasons (See Note 2)	Outlets at the End of the Year (See Note 3)
Utah	2020	0	0	0	0	0	0	0
	2021	0	4	0	0	0	0	4
Vermont	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
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
Washington	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	10	0	0	0	0	10
Washington D.C.	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
West Virginia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Wisconsin	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
Wyoming	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Total (United States)	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	393	0	0	0	5	388

Note 1: EOS Franchisees are not required to maintain a physical office or location for their Franchised Businesses. Table 3 is therefore based on the principal address of the franchisee’s EOS Implementer, unless the franchisee provided a different address for its business or operations.

Note 2: Each of the franchisees that “Ceased Operations for Other Reasons” exercised their 60-day termination for convenience rights in the Franchise Agreement. Franchisees may terminate their franchise for any reason on 60 days’ notice to us. For a complete list of franchisees who had a Franchise Agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the last fiscal

year or during the current year through the Issuance Date of this Disclosure Document, or who have not communicated with us within ten (10) weeks of the Issuance Date of this Disclosure Document, please see [Exhibit H](#).

Note 3: Outlets for purposes of this Table 3 include only those then-active franchisees that have completed Boot Camp training as of the end of the referenced calendar year and are therefore able to provide Implementer Services under their Franchise Agreement.

**Table No. 4**  
**Status of Company-Owned Outlets**  
**For Years 2019 through 2021**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Total Outlets (United States) (See Note 1)	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0

Note 1: The Franchised Businesses operated by Gino Wickman, CJ Dubè, and Pam Kosanke are not affiliated with EOSW, and therefore are not treated as company-owned business for any purposes.

**Table No. 5**  
**Projected Openings**  
**As of December 31, 2021**

State	Franchise Agreements Signed But Outlet Not Opened (Note 1)	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	0	1	0
Alaska	0	1	0
Arizona	0	1	0
Arkansas	0	1	0
California	1	3	0
Colorado	1	3	0
Connecticut	1	1	0
Delaware	0	1	0
Florida	4	6	0
Georgia	1	2	0
Hawaii	0	0	0
Idaho	0	1	0
Illinois	2	3	0
Indiana	1	2	0
Iowa	1	2	0
Kansas	0	1	0
Kentucky	0	1	0
Louisiana	0	1	0
Maine	0	0	0

State	Franchise Agreements Signed But Outlet Not Opened (Note 1)	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Maryland	1	2	0
Massachusetts	0	1	0
Michigan	2	4	0
Minnesota	1	2	0
Mississippi	0	1	0
Missouri	0	1	0
Montana	1	1	0
Nebraska	1	2	0
Nevada	0	1	0
New Hampshire	0	1	0
New Jersey	1	3	0
New Mexico	0	1	0
New York	5	7	0
North Carolina	0	2	0
North Dakota	0	1	0
Ohio	0	2	0
Oklahoma	0	1	0
Oregon	4	5	0
Pennsylvania	2	3	0
Puerto Rico	0	0	0
Rhode Island	0	1	0
South Carolina	1	2	0
South Dakota	1	2	0
Tennessee	0	1	0
Texas	4	7	0
Utah	0	2	0
Vermont	0	1	0
Virginia	0	1	0
Washington	0	1	0
West Virginia	1	2	0
Wisconsin	0	1	0
Wyoming	0	1	0
<b>Total (United States)</b>	<b>37</b>	<b>93</b>	<b>0</b>

Note 1: “Franchise Agreements Signed But Outlets Not Opened” refers to those franchisees that signed Franchise Agreements but have not completed Boot Camp as of December 31, 2021. Franchisees may not provide any Implementer Services until their designated Implementer completes Boot Camp to our satisfaction. We project approximately 93 EOS Worldwide Franchised Businesses to commence operations during calendar year 2022.

All of our franchisees’ email addresses and telephone numbers are listed in Exhibit G. A list of franchisees who had a Franchise Agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the last fiscal year or during the current year through the Issuance Date of this Disclosure Document, or who have not communicated with us within ten (10) weeks of the Issuance Date of this Disclosure Document is attached as Exhibit H.

In some instances, current and former franchisees sign provisions restricting their ability to speak only about their experience with the EOS Franchise System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

At this time, there are no trademark-specific franchisee organizations associated with our System that have been created, sponsored or endorsed by us or that have asked to be included in our Disclosure Document.

## **ITEM 21** **FINANCIAL STATEMENTS**

Attached to this Disclosure Document as Exhibit B are our audited fiscal year-end financials for 2021 and our opening date audited balance sheet dated February 1, 2021. We have not been operating for three years so we are unable to provide you with three full years of audited financial statements. Our fiscal year end is December 31 of each year.

## **ITEM 22** **CONTRACTS**

The following agreements and other exhibits are attached to this Disclosure Document in the pages immediately following:

- A. Form of Franchise Agreement
  - A – General Release
  - B – Personal Guaranty
  - C – Confidentiality and Non-Solicitation Agreement
  - D – Multi-State Addenda
- B. Financial Statements
- C. State Administrators
- D. State Agents for Service of Process
  
- E. State Addenda to FDD
- F. Operations Manual Table of Contents
- G. List of Franchisees
- H. Franchisees Who Have Left The System
- I. Franchise Disclosure Acknowledgment Statement
- J. Minimum Insurance Requirements (United States)
- K. State Effective Dates
- L. Receipt

## **ITEM 23**

### **RECEIPTS**

Exhibit L of this Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Disclosure Document by a prospective franchisee. You should sign and date both copies of the Receipt. You should retain one signed and dated copy for your records and return the other signed and dated copy to: EOS Worldwide Franchising, LLC, 2254 Cole Street, Suite 130, Birmingham, MI 48009, or by emailing a .pdf copy of the signed and dated copy of the receipt to EOS Worldwide Franchising, LLC at [franchise@EOSworldwide.com](mailto:franchise@EOSworldwide.com).

**EXHIBIT A**

**Form of Franchise Agreement**



**FRANCHISE AGREEMENT**

Name of Franchisee:

Effective Date:

Franchisee Location:

Name and Address of Initial Implementer:

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Ownership Percentage: \_\_\_\_\_

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**Exhibits:**

- A – General Release
- B – Personal Guaranty
- C – Confidentiality and Non-Solicitation Agreement
- D – Multi-State Addenda

## FRANCHISE AGREEMENT

**THIS FRANCHISE AGREEMENT** (this “Agreement”), between EOS Worldwide Franchising, LLC, a Delaware limited liability company (“we,” “us,” “our,” or “Franchisor”), and \_\_\_\_\_ (“you,” “your,” or “Franchisee”), is effective as of the date of our signature below (the “Effective Date”). This Agreement will not be effective until it has been countersigned by us and delivered to you, and until you have paid the Initial Franchise Fee and the Boot Camp Fee (each as described below).

### 1. **PREAMBLE.**

1.1 **The Entrepreneurial Operating System.** As a result of the expenditure of time, effort, and money, we and our affiliates have developed a unique franchise opportunity (the “Franchise” or the “EOS Franchise”) for establishing and operating a business which offers entrepreneurial training, leadership and business development services (the “Services”) and, as applicable, related products (the “Products”), using our Entrepreneurial Operating System (“EOS”) comprised of tools, concepts, training and facilitation materials, methods, techniques, practices, procedures and processes, which include the EOS Model consisting of the “Six Key Components”, the EOS Toolbox, the EOS Process, our signature initial introductory 90 Minute Meeting, first “Focus Day” session (“Focus Day Session”), Vision Building Day sessions, Quarterly Pulsing sessions as well as Annual Planning sessions and other sessions that are part of the EOS Process, as we may update it from time to time (collectively referred to herein as “Sessions”).

1.2 **The EOS Franchise System.** We sublicense the right to use EOS and related Intellectual Property (as defined below) in connection with the sale of EOS Worldwide franchises as part of a comprehensive system for the operation of an EOS Worldwide franchised business offering the Products and Services to entrepreneurs, business owners and other end-users (collectively, the “Clients”) with elements including: the know-how; certain distinctive, identifiable trade-dress; specifications, information, policies, methods, controls, and procedures for operations; procedures for management and financial control; business relationships, training and assistance; advertising and promotional programs; a communication strategy; and the Marks described below; all of which we may register, change, cancel, alter, amend, further improve, discontinue, develop or otherwise modify, from time to time (collectively, the “EOS Franchise System” or the “System”).

1.3 **The Intellectual Property.** The distinguishing characteristics of the EOS Franchise System include the trademarks “*EOS®*” and “*Entrepreneurial Operating System®*” and such other names and marks we now or in the future may designate in writing for use in connection with the EOS Franchise System (collectively, the “Marks”) and all other intellectual property, including all patents, copyrights, titles, symbols, logotypes, trade dresses, emblems, slogans, insignias, terms, know-how, methods, specifications, designations, designs, diagrams, anecdotes, artworks, worksheets, techniques, rules, ideas, Session and meeting scripts and components, plans and course materials, advertising and promotional materials, and other audio, video and written materials developed and designated for use in connection with the EOS Franchise System, or as we may hereafter acquire, develop or designate for use in connection with the EOS Franchise System, from time to time (together with the Marks, the “Intellectual Property”).

1.4 **The License.** We grant to individuals and business entities who meet our qualifications and are willing to undertake the investment and effort and exemplify our Core Values, the right to own and operate an EOS Franchise using the EOS Franchise System, the Intellectual Property and the Marks.

1.5 **The Franchise.** You desire to acquire the right to operate an EOS Franchise (the “Franchised Business”), using the EOS Franchise System, the Intellectual Property and the Marks, to market, sell, provide, render and perform the Services and Products to Clients.

1.6 **Franchisee's Application.** You submitted an application to us representing and warranting that all information provided to us is true, complete, correct and not misleading in any material respects ("Franchise Application"). We approved the application in reliance upon your representations and warranties set forth in the Franchise Application.

1.7 **Acknowledgments.**

(a) You understand and acknowledge the importance of our high and uniform standards of quality, operations and service and the necessity of operating the Franchised Business in strict conformity with the EOS Franchise System, and you acknowledge that the terms of this Agreement are reasonably necessary to maintain such high and uniform standards among all EOS Franchises ("Franchise System Standards"), and to protect and preserve the goodwill of the Marks, the Intellectual Property and the System.

(b) You further understand and acknowledge that the rights and duties along with the Franchise granted in this Agreement are personal to you, and Franchisor has entered into this Agreement in reliance on your and your designated Implementer's, if other than you, personal skills, experience and financial ability.

2. **GRANT, TERM AND LOCATION.**

2.1 **Grant and Acceptance.** Subject to and upon the terms and conditions of this Agreement, we hereby grant you a revocable, limited license and right to (i) operate an EOS Franchise to offer, sell, provide, perform and render Services and, as applicable, Products to Clients and (ii) use the Intellectual Property in connection with the establishment and operation of the Franchise, anywhere in the world, subject to applicable law. You accept this Agreement and the license granted herein, and undertake the obligation to operate the Franchise in strict accordance with our Franchise System Standards, using the Marks and other Intellectual Property, in strict compliance with the terms and conditions of this Agreement for the entire Term (as defined below), together with any renewal or extension. For the avoidance of doubt, the Franchised Business you will be operating is an individually owned and operated franchised business, and you, and not Franchisor, shall be responsible for compliance with all laws, rules and regulations applicable to such operation, as well as for the supervision and oversight of all your Personnel (as defined below), in each case as further described in this Agreement.

2.2 **Term.** Your grant to own and operate a Franchise begins on the Effective Date and ends on the last day of the calendar month following the fifth (5<sup>th</sup>) anniversary of the Effective Date (the "Initial Term"), unless sooner terminated pursuant to this Agreement. The word "Term" means this Initial Term and any Renewal Term (as defined below) or extension of that time period.

2.3 **Renewal Terms.** If this Agreement is at such time in full force and effect, you have the right to renew the Initial Term for two (2) consecutive terms of three (3) years each (each a "Renewal Term" and together the "Renewal Terms"), provided the following conditions are met:

(a) You have notified us of your intention to renew the Term in writing at least ninety (90) days (but no more than three hundred and sixty (360) days) prior to the expiration of the Initial Term or then-current Renewal Term (and any such notice to renew shall be irrevocable unless prohibited by applicable law);

(b) You have at your expense completed, to our satisfaction, at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term, all reasonable refurbishment, modernization, maintenance and upgrading, as applicable, necessary to bring your Franchise into full compliance with our then-current Franchise System Standards;

(c) You are not in material breach of any provision of this Agreement, or any other agreement with us, our affiliates, or our approved/designated suppliers and vendors, and you have substantially and timely complied with all of the material provisions of such agreements during their respective terms;

(d) You have satisfied all monetary obligations you owe us, our affiliates, and our approved/designated suppliers and vendors;

(e) At least fifteen (15) days prior to the expiration of the Initial Term or then-current Renewal Term, you and your Implementer and others associated with your Franchise, as applicable, execute our then-current form of franchise agreement and all other ancillary agreements, instruments, and documents then customarily used by us in granting EOS Franchises, the terms of which may vary substantially from the terms of this Agreement and may include, without limitation, increased monthly membership fees and advertising obligations, it being understood that the terms of such renewal (including those within any then-current form of franchise agreement) shall supersede this Agreement in all respects for purposes of such Renewal Term; provided, however that you will not be required to pay any Initial Franchise Fee with such renewal franchise agreement;

(f) You satisfy our then-current qualifications and standards for a new franchisee and have satisfied training requirements for renewing franchisees prior to the expiration of the then-current Term at your sole expense, if any;

(g) You, your Implementer and each of your other owners sign a general release in the form set forth on Exhibit A attached hereto (or any other form required by or acceptable to us), in any case to the fullest extent allowed under applicable law, in favor of us and our affiliates, and our and our affiliates' respective members, owners, officers, directors, employees, consultants, advisors, agents, successors and assigns (in their corporate and individual capacities), for all claims arising out of or related to this Agreement or your Franchise; and

(h) We are still offering and selling new EOS Franchises at the time of the Renewal Term.

2.4 **Extension of Term.** If you do not renew the Term pursuant to the terms of Section 2.3, and continue to accept the benefits of this Agreement beyond the stated Term, then, at our option, this Agreement may be treated as (i) expired as of the last day of the Initial Term or then-current Renewal Term, as applicable, which will result in your operating the Franchise without a license in violation of our rights; or (ii) continued on a month-to-month basis until we provide you with notice of our intent to terminate the month-to-month term. In the latter case, all of your obligations shall remain in full force and effect as if this Agreement had not expired, and all obligations and restrictions imposed upon you upon the expiration of this Agreement shall be deemed to take effect upon the termination of the month-to-month term.

2.5 **Renewal by Law.** If you fail to satisfy each of the conditions set forth in Section 2.3, but we are otherwise required to renew or extend your Franchise under applicable law, rule, regulation, statute, ordinance, or legal order, then the Renewal Term will be subject to the conditions of the franchise agreement we are using for new franchisees at the time the Renewal Term begins. If we are not then offering new franchises, your Renewal Term will be subject to the terms of our most recent franchise agreement. If for any reason that is not allowed, the Renewal Term will be governed by the terms of this Agreement.

2.6 **Refusal to Renew Franchise Agreement.** We may refuse to renew your Franchise if you fail to satisfy each of the conditions set forth in Section 2.3.

2.7 **Your Election Not to Renew.** For the purposes hereof, you shall be deemed to have irrevocably elected not to renew the Franchise hereunder (and the option to do so shall thereupon terminate)

if you fail to timely satisfy each of the conditions required by us to renew your Franchise pursuant to Section 2.3 above.

## 2.8 **Implementer**

(a) We authorize only one (1) individual person to act as a designated EOS Implementer (“Implementer”) for each Franchise. If you are an individual, you shall perform all obligations of the Implementer. Only the Implementer attends Franchisor training and franchisee events (e.g., QCEs) and provides Services on behalf of your Franchised Business to Clients. Franchisees that are structured as Business Entities (as defined in Section 18 below) may have multiple owners, shareholders, partners, operators, directors, or managers, but only the one (1) designated Implementer (and not any such other individuals) may attend training or events or provide Clients with Services reserved for the Implementer as described in the Operations Manual (“Implementer Services”). The designated Implementer must own at least fifty one percent (51%) of the equity interests of the Franchisee Business Entity. As between you and us, the Implementer will (i) be responsible for the Franchised Business and all decisions on behalf of you and the Franchised Business; (ii) have the authority on behalf of the Franchise to bind it in any dealings with us and our affiliates; and (iii) direct any action necessary to ensure compliance with this Agreement and any other agreements relating to the Franchised Business, and Franchisor may rely on any and all directions, elections, information and other communication from the Implementer as being made on behalf of Franchisee. The name and address of your Implementer as of the Effective Date is set forth on the cover page of this Agreement.

(b) The Implementer (along with Franchisee) shall perform the obligations under this Agreement faithfully and honestly, to continuously exert best efforts to promote and enhance your Franchised Business and the EOS Franchise System, and not to engage in any other business or activity that conflicts with your obligations to operate the Franchise, for the full Term, including any subsequent renewal thereof.

(c) If you are a Business Entity and if during the Term, (a) your Implementer is not able to continue to serve in the capacity of Implementer; (b) your Implementer no longer qualifies to act as such in accordance with this Section 2.8; or (c) you desire to replace the Implementer with another person who is qualified to act as such in accordance with this Section 2.8, you must promptly notify us within thirty (30) days after the Implementer ceases to serve or be so qualified, along with evidence satisfactory to us that shows the owners of more than fifty one percent (51%) of the ownership interests in the Franchisee Business Entity designated a duly qualified replacement Implementer who is qualified to act as such in accordance with this Section 2.8. Any failure to comply with the requirements of this Section 2.8 or Section 15 with respect to a change of the Implementer shall be deemed a material breach of this Agreement. Any replacement Implementer must attend Boot Camp (as defined below) at your cost and expense and at the then-current fees, prior to performing any Implementer Services, must sign a Personal Guaranty and a Restrictive Covenant Agreement (each as defined below) and satisfy all of the other obligations and conditions for the Implementer set forth in this Agreement.

2.9 **Personal Guaranty and Restrictive Covenant Agreement.** If the Franchisee is a Business Entity, then simultaneously with the execution hereof, and upon any change to your Implementer in accordance with Section 2.8, the Implementer shall execute and deliver to us (i) a guaranty, substantially in the form set forth on Exhibit B attached hereto (the “Personal Guaranty”), and (ii) a confidentiality and non-solicitation agreement substantially in the form set forth on Exhibit C attached hereto (the “Restrictive Covenant Agreement”), which the provision of a fully executed Personal Guaranty and Restrictive Covenant Agreement shall each be a condition precedent to the grant of the Franchise or a change to your Implementer, as the case may be, hereunder and pursuant to which, the Implementer shall be personally obligated to us in connection with the Franchise.

### 3. **TERRITORIAL RIGHTS AND RESTRICTIONS.**

3.1 **Grant.** Subject to all of the terms and conditions of this Agreement and applicable law and so long as you are in compliance with this Agreement, you will have the non-exclusive right, and you undertake the obligation, to operate your Franchised Business, including to market, offer and sell Services and Products (as applicable), directly to Clients anywhere in the world. You will not receive an exclusive, protected or designated geographic market, service area or territory with your Franchise. Further, this Agreement does not grant you the right and you are expressly prohibited from:

(a) Selling any Products (i) at wholesale, or (ii) to any distributor, vendor, supplier, or retailer or reseller, or (iii) in any manner except through the Franchised Business in connection with providing Services to Clients or to other active EOS Worldwide franchisees without mark-up; or

(b) Reproducing, copying or replicating any training, instructional, education materials, worksheets, guides, modules, Leadership Team Manuals, videos, books, documents, or other materials used in your Client Sessions or otherwise in any way related to the EOS Franchise System, the Marks or the Intellectual Property (“Materials”), unless you receive expressed prior written permission from us.

You may not grant a sub-franchise or otherwise sublicense any of your rights or obligations under this Agreement.

### 3.2 **Tiers.**

(a) Currently, we have three (3) designated tiers for Implementers: (1) Professional Tier, (2) Certified Tier or (3) Expert Tier (each herein referred to as a “Tier”). All new Implementers are initially designated in the Professional Tier subject to completion of our initial training program we call Boot Camp. We reserve the right to create additional Tier designations in our sole discretion. You will pay the Membership Fee as described in Section 4.2 associated with your Implementer’s Tier. Your Franchised Business may only offer and sell the Products and Services, and engage in the business activities, permitted in the Operations Manual for your Implementer’s Tier. Your Franchised Business and Implementer may only market, advertise and promote itself as its designated Tier. The rights, duties and obligations of each Tier are set forth in the Operations Manual.

(b) You may request a modification to your Implementer’s Tier designation only upon formal written request to us in the form and manner set forth in the Operations Manual. We may condition your Implementer’s Tier qualification on meeting certain standards, terms and requirements. Participation in a Tier may require (i) additional purchase of inventory or supplies; (ii) additional Implementer training; (iii) additional marketing requirements; (iv) additional payment obligations; and (v) other conditions, all of which you must meet at your own expense. We may modify, eliminate, discontinue, merge or otherwise alter Tier designations at any time in our sole discretion and we disclaim any liability to you related to any such change. If you do not continue to satisfy the conditions and requirements of a Tier designation, then we may modify your Tier designation upon written notice, which may require Mandatory Remedial Training in accordance with Section 5.2 below.

3.3 **Rights We Reserve.** We and our affiliates retain the right, at our sole discretion, to engage in any other activities not expressly prohibited in the Franchise Agreement. Without limiting the generality of the foregoing, we and our affiliates retain the right to own and operate EOS Worldwide businesses under the Marks or using the Intellectual Property, or to license others the right to own and operate an EOS Worldwide business or franchise under the Marks and System or using the Intellectual Property anywhere in the world, and to allow others to solicit Clients anywhere we may permit in their agreements with us or our affiliates. We and our affiliates also retain the right, at our sole discretion, to own and operate other

businesses using our Marks or Intellectual Property or other trademarks or intellectual property, or to license others the right to use our Marks or Intellectual Property or other trademarks or intellectual property, or to license others the right to own and operate other businesses or franchises using our Marks or Intellectual Property or other trademarks or intellectual property, anywhere in the world. Your rights as a franchisee do not include any right of first refusal for any additional business or franchise programs or other rights to use our Marks or Intellectual Property or other trademarks or intellectual property, which we may now or in the future create. Additionally, we may acquire or merge with, or be otherwise acquired by, any business, including without limitation, a competitive business or another franchisor offering competitive businesses, located anywhere and operate that business using the Intellectual Property, Marks and EOS Franchise System and/or other intellectual property, marks or system components. We and our affiliates also may sell other products or services under trademarks other than the Marks. We and our affiliates reserve the right to enter into any marketing partnerships or programs that could be local, regional, national or international in scope, and could also be digital in nature through the Internet, and provide the same Products and Services your Franchised Business will offer and sell.

3.4 **Alternative Channels of Distribution.** In addition to those retained rights described in Section 3.3, you understand and acknowledge that we and our affiliates retain the right, in our sole discretion, to sell the Services or Products under the Marks in the same manner as offered by the EOS Worldwide franchises or in any other manner we determine in our sole discretion. Our rights include the ability to sell the Materials, Products and Services through channels of distribution such as our Website and online stores (including, without limitation, the EOS Traction Library, EOS Swag Store and EOS Base Camp Materials Store, collectively referred to herein as “EOS Online Stores”), mobile application, e-commerce, retail or wholesale stores, catalog sales, telemarketing or other channels of distribution (together, “Alternative Channels of Distribution”) and retain all the profits from such activities. We also reserve the right to develop software or other similar programs or products to distribute through Alternative Channels of Distribution; however, if we do, we may permit you to engage in revenue sharing for such products in which we share the revenue collected with you in a manner we determine. Unless we provide prior permission, you may not use Alternative Channels of Distribution to make sales and you will not receive any compensation for our sales through Alternative Channels of Distribution.

#### **4. FEES AND PAYMENT.**

4.1 **Initial Franchise Fee.** In consideration of the Franchise granted to you by us, you must pay us the initial franchise fee of Five Thousand Dollars (\$5,000) (the “Initial Franchise Fee”). The Initial Franchise Fee is payable in cash by wire transfer or ACH upon the execution of this Agreement. The Initial Franchise Fee is deemed fully earned upon payment and is non-refundable under any circumstances. The Initial Franchise Fee is payment, in part, for expenses incurred by us and our affiliates in furnishing assistance and services to you as set forth in this Agreement and for costs incurred by us, including costs incurred in offering and selling franchises, franchise sales and marketing activities to promote the sale of a franchise to qualified franchisees, our participation in the franchise sale, legal compliance with franchise laws and regulations, the development and hosting of training programs, marketing expenses, legal, accounting and other professional fees.

4.2 **Monthly Membership Fees.** In addition to the Initial Franchise Fee, you will pay to us or our affiliates for each full or partial month during the Term, our then-current monthly membership fee for your Implementer’s applicable Tier, in consideration of your use of the Marks, Intellectual Property and System (the “Membership Fee”). As of the Effective Date, the Membership Fees in the United States are as follows: (i) for the Professional Tier, Nine Hundred Ninety-Five Dollars (\$995) per month; (ii) for the Certified Tier, One Thousand Ninety-Five Dollars (\$1,095) per month; and (iii) for the Expert Tier, One Thousand Two Hundred Ninety-Five Dollars (\$1,295) per month, and the Membership Fee in each case is not be refundable under any circumstances. We reserve the right at any time to increase the Membership Fee on thirty (30) days’ written notice to you, provided that we will not increase the Membership Fee more



than once in any calendar year, and any incremental fee increase will not exceed \$200 per month during your current Term. If you request, and we approve, your Implementer's qualification as a different Tier, then you will commence paying the then current Membership Fee for the new Tier designation in the first full month after we approve the changed Tier designation. The Membership Fee is payable monthly in advance beginning on your Effective Date, and continuing each month thereafter on such date and in such manner as we may designate.

4.3 **Brand Fund Contribution.** If we establish a Brand Development Fund ("Brand Fund" or the "Brand Development Fund"), you will be required to pay a fee in the amount and in the manner we designate (the "Brand Contribution"). If the Brand Contribution is a fixed fee (as opposed to a variable amount based on your Franchise's performance), we will limit any increases to no more than once in any calendar year and not more than \$100 per month during your current Term. Brand Contributions remitted to us will not be refundable except in the limited circumstances as set forth in Section 11 hereof. If we establish, but then terminate, the Brand Fund, we have the right to reinstate it at any time and you will again be required to provide a Brand Contribution.

4.4 **Technology Fee.** We may, on an exclusive or non-exclusive basis, as the case may be, license, sell, lease or otherwise distribute or provide access to our website, certain technology services, and software, computer programs, electronic email and other network componentry we have or may create, develop, upgrade, improve or maintain for use by our franchisees and other software and technology we may require, and we may provide certain ongoing support and maintenance in connection with the foregoing (the "Required Technology"). You are required to utilize all Required Technology. We do not currently charge a fee for the use of the Required Technology ("Technology Fee"); however, we reserve the right to impose a Technology Fee in the future upon thirty (30) days' written notice to you to cover technology related costs, including: the cost of website development and maintenance; support of our email system and other Required Technology; development of software, programs, mobile applications; and other technology developments, support or services. If we establish a Technology Fee, you will be required to pay the Technology Fee in the amount and in the manner we designate. We may increase the Technology Fee from time to time based on circumstances we deem relevant, which may include, level of usage and our overall costs, but barring unusual circumstances, we will limit any such increase to only once in any calendar year and to not more than \$100 per month during your current Term. We and our affiliates also reserve the right to offer, additional technology services and products that are not part of the Required Technology, and to charge an additional fee for such services or products.

4.5 **Warm Leads Fee.** We currently maintain a Warm Lead Referral Program (the "Warm Lead Program"). Participation in the Warm Lead Program is currently optional. Under the Warm Lead Program, we, in our discretion, refer potential or prospective clients ("Warm Leads") to franchisees. Participation in the Warm Leads Program does not guarantee that you will receive any Warm Leads or generate any level of business. We pair Warm Leads with the franchisees we believe will service the needs of the particular Warm Leads most effectively based on our experience and factors we deem appropriate. We may modify or eliminate the Warm Lead Program at any time. If a Warm Lead results in a Focus Day or otherwise generates any revenue for your Franchised Business, then you must pay us the greater of (i) fifty percent (50%) of the Gross Revenue (defined below) generated from the Focus Day fee (if applicable), or (ii) \$1,500 ("Warm Lead Fee"). The Warm Lead Fee however is reduced to ten percent (10%) of the Gross Revenue generated from any Warm Lead purchasing only a single Session ("Single Session Warm Lead Fee"); provided, that, if the Warm Lead ultimately purchases additional Sessions, then you must pay us the difference between the Single Session Warm Lead Fee and the amount you would have owed as a standard Warm Lead Fee. Warm Lead Fees and or Single Session Warm Lead Fees are payable within fourteen (14) days of the applicable Session(s).

4.6 **Speaking Referral Fee.** At our discretion, we may also refer opportunities for speaking engagements (each, a "Speaking Engagement"). If you accept any referrals for a Speaking Engagement, then you must pay us twenty-five percent (25%) of the Gross Revenue generated from the Speaking

Engagement within fourteen (14) days of the Speaking Engagement. We may waive this fee from time to time in connection with certain partnerships or other opportunities that may generate speaking opportunities.

4.7 **Boot Camp Fee.** You must pay us a fee to attend Boot Camp (the “Boot Camp Fee”), our initial training program, of Thirty Thousand Dollars (\$30,000) in cash by wire transfer or ACH upon the execution of this Agreement. The Boot Camp Fee is deemed fully earned upon payment and is non-refundable under any circumstances.

4.8 **Start-up Fees.** Prior to commencing operations of the Franchised Business, you will pay to us or affiliates or applicable third-party Approved Suppliers, a one-time fee representing the purchase price for our start-up package of opening inventory. Your requirement to purchase a start-up package is set forth in Section 5.4.6 of this Agreement.

4.9 **Definition of Gross Revenue.** For purposes of Section 4.5 and Section 4.6 of this Agreement, the term “Gross Revenue” shall mean the gross amount all revenues and all other income of any type or nature generated or received from a Client or third party in connection with the Warm Lead or Speaking Engagement, as applicable, in whatever form and from whatever source, including but not limited to cash, services in-kind from barter and/or exchange, on credit or otherwise, without deduction for expenses, income related taxes or any other liability. Each charge or sale upon credit, even if payable in installments, shall be treated as generated for the full price upon the completion of the first Session or Speaking Engagement in which the fee relates, irrespective of whether you receive payment at a later date (whether full or partial). Gross Revenue specifically excludes (a) refunds, credits, and other monetary allowances issued in good faith and (b) sales and equivalent taxes collected for or on behalf of governmental taxing authorities and paid thereto.

4.10 **Manner of Payment.** The Initial Fee Franchise Fee and the Boot Camp Fee are payable in cash by wire transfer, ACH or such other form of payment reasonably acceptable to us. Any other fees, including the Membership Fee, are payable in cash via ACH or through such other payment methods we accept from time to time. You shall maintain an account at a national banking institution reasonably acceptable to us, allowing us to electronically withdraw applicable fees due to us from the account, and must maintain a balance in this account sufficient to allow us and our affiliates to collect all such amounts owed when due. You must sign our standard draft authorization to authorize and direct your account to transfer such funds electronically directly to us or our affiliates prior to commencing operations, and shall execute such additional documents as may be reasonably requested by us or your financial institution to evidence such authorization. If you desire to change your account, you must provide us with at least thirty (30) days prior written notice by completing an updated draft authorization with the updated account information. We reserve the right to assess a reasonable fee upon each such change request.

4.11 **Insufficient Funds Fees.** If there are not sufficient funds in your account to permit us to debit the account for the payments you owe us, you will pay to us an insufficient funds fee equal to our then current reasonable fee for delinquent funds per violation. This fee is in addition to interest on any overdue amount, as described in Section 4.12 below. You are responsible for any other penalties, fines or other similar expenses associated with the transfer of funds described in this Agreement.

4.12 **Interest on Late Payments.** If any fee or other payment due to us or our affiliates under this Agreement is not paid on or before its due date, you agree to pay us, in addition to the overdue amount, interest on any overdue payment of one and a half percent (1.5%) per month (or the highest rate allowed by law, whichever is lower). Interest on any overdue amount shall begin to accrue thirty (30) days after the original due date until payment in full is received. Interest as enumerated in this Section 4.12 shall also apply to any understated amounts as revealed by an audit of your financial records. You acknowledge that this Section 4.12 is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, your Franchise. You further acknowledge that

your failure to pay all amounts that you owe us when due constitutes grounds for our terminating this Agreement under Section 17, notwithstanding this Section.

4.13 **Taxes.** You are solely responsible for, and shall as applicable, pay to us, or as applicable, our affiliates, all applicable sales taxes, use taxes and similar excise taxes imposed on the fees or other amounts under this Agreement and on services or products furnished to you by us or our affiliates when you remit such fees. You shall withhold taxes as required under applicable law on payments made to us or our affiliate hereunder, without offset, and shall remit in a timely manner all such taxes withheld to the appropriate taxing authority in each respective jurisdiction.

4.14 **No Right to Set-Off.** You agree that you shall not, on grounds of the alleged nonperformance or default by us of any of our obligations under this Agreement, withhold payment of any fee or other amount payable to us under this Agreement or otherwise. Notwithstanding any designation by you, we have the right to apply any payments to any past due amounts and accrued interest thereon as we see fit in our discretion, subject to applicable law.

## 5. **TRAINING.**

### 5.1 **Initial Training and Continuing Training.**

(a) Prior to providing any Implementer Services to any Clients and within six (6) months of the Effective Date, your designated Implementer must attend and complete to our reasonable satisfaction, our initial training program we call Boot Camp ("Boot Camp"). In addition to paying the Boot Camp Fee, you must pay all expenses incurred in connection with attending Boot Camp, including travel, lodging, meals, local transportation expenses and wages. Actual dates and locations of Boot Camp are subject to change at any time, and we assume no responsibility for any costs incurred by you as a result of such changes. If your Implementer fails to timely complete Boot Camp to our reasonable satisfaction, and is permitted to repeat such training, you will be charged our then current cost for repeating Boot Camp.

(b) Prior to attending Boot Camp, we will provide you access to our comprehensive online training containing tools, supplies, teaching materials, video guides, printable guidelines, and support needed to implement EOS ("Base Camp"). It is the responsibility of the Implementer to utilize Base Camp to prepare for Boot Camp. You will continue to receive access to Base Camp after Boot Camp and throughout the Term, as further provided in Section 7 below.

(c) In advance of Boot Camp, we will assign to you a Certified or Expert EOS Implementer to act as your coach and mentor. We may modify or eliminate the coaching or mentoring program at any time, and may change your coach or mentor from time to time. These coaches and mentors may be franchisees like you, employees of ours or others we deem to have requisite experience to serve as coaches or mentors. Other franchisees, even if acting in a Franchise support role, are not our employees or agents, and do not have any right or authority to bind us to any agreement.

### 5.2 **Mandatory Remedial Training or Additional Training.**

(a) We may require, in our sole discretion, that you or your Implementer attends additional training courses in person, at locations we designate from time to time, or by teleconference call, webinar, online training or videoconference if we determine it is appropriate (i) as a result of your violations of Franchise System Standards (including if we determine you are not performing satisfactorily pursuant to our Client Satisfaction Program or adhering to the Core Values set forth in our Operations Manual), (ii) as a result of your breach of this Agreement or violation of the Franchise System Standards, (iii) to protect the quality, reputation or integrity of the EOS Franchise System, Marks, or our Intellectual Property, or (iv) your Implementer fails to meet the requirements to maintain Professional Implementer status as set forth in our Operations Manual ("Remedial Training"). The then-current cost for the Remedial Training (currently

ranges from \$995 to \$10,000) must be paid in full prior to attending. These fees are fully earned and non-refundable when paid. We reserve the right to increase these fees from time to time. In addition to the Remedial Training fee, you must also reimburse us for any reasonable travel or related costs and expenses we incur in providing you with Remedial Training, and also pay all of your expenses incurred in connection with attending the Remedial Training, including travel, lodging, and meals.

(b) Upon your request and subject to availability, we may provide additional, refresher, continuing, supplemental, specialized, focused or subject-matter specific training beyond Base Camp and in addition to Boot Camp, or such additional training may be required upon renewal or transfer of this Agreement (“Additional Training”). Additional Training may be focused on one subject (for example, facilitation or business development) or generalized. The current cost for the Additional Training ranges from \$995 to \$10,000 depending upon the length of Additional Training, trainer experience, materials used in conducting the training and other factors we deem appropriate. Our then-current additional Training fees must be paid in full prior to attending. These fees are also fully earned and non-refundable when paid. We reserve the right to increase these fees from time to time. In addition to the Additional Training fee, you must reimburse us for any reasonable travel or related costs and expenses we incur in providing you with Additional Training, and also pay your expenses incurred in connection with the Additional Training, such as travel, lodging, and meals.

### 5.3 Quarterly Collaborative Exchanges.

(a) You acknowledge and agree that regular attendance at our Quarterly Collaborative Exchanges (“QCE(s)”) is currently required and is a necessary component to the continuing education of all EOS Franchise System franchisees, and to maintain Tier designations. Therefore, as of the Effective Date, your Implementer must attend: for Professional Implementers, at least two (2) QCEs within the previous four calendar quarters, and for Certified Tier or Expert Implementers, at least three (3) QCEs within the previous four calendar quarters. Implementers only receive credit for one QCE per calendar quarter towards their Tier designation status. QCE(s) may be online, virtual or in-person; however, we may require attendance in person. You are responsible for all of your expenses incurred in connection with your Implementer attending any QCE, including airfare, lodging, meals and other travel costs.

(b) The Membership Fee includes registration for one (1) QCE per calendar quarter, for an aggregate four (4) QCEs annually. If you register for more than one (1) QCE in any one (1) quarter, then you must pay the then-current registration fee for such QCE prior to attendance. In addition, if you register for a QCE less than two (2) weeks prior to the date of the QCE, then we may charge a late fee, and if you change or cancel your registration within two (2) weeks prior to the date of the QCE, we may also charge you a cancellation or change fee. The current fee for late registrations, changes or cancellations is \$250.

5.4 Annual EOS Conference. Currently we hold an annual EOS Conference (“EOS Conference”) inviting end-users of EOS, including Clients. We may allow franchisees to attend the EOS Conference only if three or more Clients of the franchisee register to attend. The registration fee for franchisees varies and is determined based on the number of Clients registered to attend the EOS Conference as set forth in the Operations Manual. We may change the criteria for our franchisees to attend the EOS Conference, but we try to apply consistent standards and criteria for similarly situated franchisees. If you qualify to attend the EOS Conference, you will be responsible for all of your expenses incurred in connection with attending, including airfare, lodging, meals, and other travel costs. We reserve the right to hold the EOS Conference virtually or eliminate it completely.

## 6. EMPLOYEES.

6.1 **Employees.** You may decide whether you need additional employees, personnel or administrative staff to assist you in operating the Franchised Business, but these individuals may not be an Implementer or provide any Implementer Services to Clients (“Personnel”). As a reminder, your Franchise is an individually owned and operated business, therefore you are solely responsible for all hiring, firing, evaluation and employment decisions relating to your Personnel, complying with all laws applicable to such employment, including withholding and wage related laws, and setting the compensation to be paid to your Personnel. We will not be responsible for payment of any compensation to you or your Personnel.

### 6.2 Confidentiality Agreements.

(a) In addition to your obligations under Section 2.9 of this Agreement, you must ensure that all Personnel or any other person assisting in providing the Services or Products or working on behalf of the Franchised Business associated with your Franchise who are provided access to the Operations Manual, Client Data (as hereafter defined) or other EOS Confidential Information (as hereafter defined), sign a Restrictive Covenant Agreement prior to receiving access to the Operations Manual, Client Data or other EOS Confidential Information. You shall maintain copies of all Restrictive Covenant Agreements signed by your Personnel and others associated with your Franchised Business and provide, if and when requested by us, and in the manner we designate, a copy of each such Restrictive Covenant Agreement showing compliance with the foregoing requirements. Notwithstanding the foregoing, you shall be responsible for each of your Personnel’s and such other persons’ compliance with your obligations under this Agreement.

(b) Without limiting your obligations under Section 6.2(a) or elsewhere in this Agreement, you shall promptly notify us of the names of any Personnel or any other person who has access to the Operations Manual, Client Data or other EOS Confidential Information, and any additions or deletions to any of the foregoing.

6.3 **Indemnification.** You will indemnify us, hold us harmless from, and defend us against any and all liabilities, losses, expenses, and obligations that we may incur related to any of your Personnel (or any person assisting in providing the Services or Products or working on behalf of the Franchise) arising out of any claim, cause of action, complaint, proceeding (in litigation, arbitration, mediation, administrative process or otherwise) relating to your obligations to pay them any compensation or remuneration or otherwise relating to an employment relationship. You understand and acknowledge that we are under no obligation or liability to you, to your Implementer, or to any of your Personnel for any remuneration, compensation, commission, employment or any other duty, responsibility, liability or obligation. Your indemnification obligations: (i) include reimbursement to us of any and all of our attorneys’ fees and costs in defending any such claim from your Personnel, (ii) survive expiration or termination of this Agreement, and (iii) extend to our affiliates, representatives and agents.

## 7. OPERATIONS MANUALS AND FRANCHISOR GUIDANCE.

7.1 **Operations Manual.** During the Term, we will provide you with access to our Operations Manual or other guidelines in which we designate our Franchise System Standards (which if tangible, shall be considered a loan to you for the Term and if electronic, such access shall be deemed temporary for the duration of the Term). For purposes of this Agreement, our “Operations Manual” means a set of one or more manuals or user guides we make available to franchisees in writing (including in electronic format), and includes any written, audio or visual guidelines, bulletins, worksheets, modules, descriptions, videotapes, audiotapes, magnetic media, computer software or instructions concerning Franchise System Standards and other EOS Franchise System operational information, including updates, amendments and supplements. The Operations Manual may be modified, supplemented, or updated by us from time to time

to reflect changes in the Franchise System Standards and may be communicated by us, our affiliates, or our designees. Our revisions to the Operations Manual will be effective on delivery to you (including via electronic format), unless we specify a later effective date for a particular revision. If a tangible copy of the Operations Manual is lost, stolen or damaged, you must obtain a replacement from us and we may charge you for such replacement. If a dispute develops with respect to the contents of the Operations Manual, the version of the Operations Manual we designate (or the master copy we maintain at our principal office) will be controlling. You must keep the Operations Manual in a secure location, which allows access only to those who have signed the Restrictive Covenant Agreement. The Operations Manual is our property and must be returned to us upon our request.

7.2 **Guidance and Assistance.** During the Term, we will from time to time furnish you with guidance and assistance with respect to Franchise System Standards. This guidance and assistance will be furnished in the form of training materials, the Operations Manual, other bulletins, written reports and recommendations, written or electronic materials (such as Base Camp), telephone consultations, electronic mail, training programs, meetings (such as QCEs), conferences and/or personal consultations. Our guidance and assistance generally consists of:

(a) Providing on-going updates of information and programs regarding your Franchised Business, EOS and the EOS Franchise System, including, without limitation, information about improvements or modifications to EOS and special or new Services or Products which may be developed and made available to franchisees;

(b) Upon your request and subject to availability, providing you with recommendations on the layout, floor plan and design for your session and board rooms (session and board rooms shall however be maintained at all times at your expense in a “clean, neat and professional” condition, with all furnishings, fixtures and signage in compliance with the Americans with Disabilities Act (“ADA”) and other applicable health and safety laws, rules, standards and regulations, and signage shall be posted in the manner we may specify from time to time in the Operations Manual or otherwise);

(c) Upon your reasonable request and subject to our availability, consulting with you by telephone, email, virtual meeting, webinar, or otherwise regarding the operation of your Franchised Business and advise you regarding Services, sales techniques, utilizing our tools and EOS, client relations and similar topics;

(d) Periodically and in our sole discretion, making our employees or designees (which may be other franchisees) available to you for advice and assistance with the on-going operation of the Franchised Business.

(e) After attending and completing Boot Camp, providing you with an email address for the Implementer and an email address for one Personnel, if applicable;

(f) After you attend and satisfactorily complete Boot Camp, listing your Franchise in our online directory of EOS Worldwide businesses as your EOS microsite;

(g) Providing you access to Base Camp and other applicable EOS systems, as available;

(h) Providing you, at your cost, with a start-up package or initial inventory of training binders, other Materials and marketing collateral, at the time you commence operations, to assist with the establishment and operation of the Franchised Business, the size and composition of any such start-up package or initial inventory and corresponding fees may vary depending on your business, location and other factors;

- (i) If and when formed, administering the Brand Fund;
- (j) Evaluating requests to modify your Implementer's Tier designation;
- (k) Issuing, modifying and supplementing Franchise System Standards for the EOS Franchise as we deem necessary;
- (l) Holding the EOS Conference, QCEs, and other programs, as we determine appropriate in our discretion;
- (m) At our sole discretion, making available to you administrative, bookkeeping, or other services. If such services are offered, they may be offered to you at an additional fee;
- (n) At our sole discretion, providing you with software or other technology services. If such services are offered, we may require you utilize such services and pay a Technology Fee or we may offer the technology services as an option and charge you a separate cost for such services; and
- (o) Modifying the EOS Franchise System as we deem necessary, including, the adoption and use of new or modified techniques, supplies, equipment, products, trade names, trademarks, service marks, copyrighted materials, and information technology tools.

The email addresses we provide in Section 7.2(e) shall be used in connection with the operation of the Franchised Business, including for communicating with us, our affiliates, other franchisees and Clients. You may request additional email accounts, which we may provide in our sole discretion, and which may be subject to additional fees. We provide important information and updates to our franchise network via email; therefore, you must actively monitor these email accounts regularly and may not take any action that would restrict our ability to communicate with you via these email addresses, including by way of opting out or unsubscribing from business or operational email lists. These email accounts may be provided on domains or servers owned or controlled by us, and we have the absolute right, at all times and without prior notice, to inspect and search these domains and related accounts when an inspection or investigation is necessary for purposes of promoting safety, troubleshooting technology issues or for other legitimate business purposes. You should therefore have no expectation of absolute privacy regarding the use of Franchisor issued email accounts, it being understood that any such issued email accounts are only to be used for Franchised Business operations and not for personal or unrelated business. You must also shall comply with any guidelines, policies or other acceptable use rules that we or our affiliates may prescribe from time to time in connection with any such email use.

### **7.3 Approved Equipment and Supplies.**

(a) Any vendor, supplier, merchant, retailer, wholesaler or seller we require you purchase goods or services from is an "Approved Supplier(s)". You must purchase Leadership Team Manuals, certain designated EOS branded items, other written and bound materials used with Clients during your Sessions, and related products we designate from our EOS Online Stores as the sole Approved Supplier. You are prohibited from reproducing, copying or replicating any Materials (including Leadership Team Manuals) or other copyrighted materials used with Clients during your Sessions or otherwise. We reserve the right to designate Approved Suppliers for any other products, services, branded items, signs, supplies, fixtures, inventory, tools and other services, assets, products, or materials utilized by you to operate your Franchise, which we may change, alter, or amend from time to time. We reserve the right to name us or any of our affiliates as Approved Suppliers and require you to order through us certain Products, goods, materials or services, as we may specify from time to time. We reserve the right to derive revenue

from your required purchases ordered through us or our Approved Suppliers to the fullest extent permitted by applicable law.

(b) Other than the items we may require as described above, you may purchase all other products, services, signs, supplies, fixtures, inventory, tools, books (including *Traction* books sold in our EOS Online Stores) and other items purchased for use in the operation of your Franchised Business from vendors or suppliers of your choice as long as the items meet or exceed Franchise System Standards.

(c) If you propose to substitute any Approved Suppliers or any Materials, Products or Services, you must notify us in writing and submit sufficient information, samples, and specifications to allow us to determine if the supplier and/or supplies meet our approved criteria. It is in our sole discretion whether to test additional supplies and/or suppliers you propose. If we agree to evaluate a proposed substitute, then we will provide you with written notification of the approval or disapproval within sixty (60) days' from the date we receive notice and all information and samples. All criteria used by us or our designee in making our determination and any further procedures for obtaining approval of a new supplier or supplies are set forth in the Operations Manual.

(d) Approved Suppliers are selected based on factors we deem appropriate in our discretion, including previous experience with us, our affiliates or the EOS Franchise System; recommendations we have received from franchisees or other third parties; reputation in the industry; and willingness to provide preferred pricing for franchisees. However, by listing any third party as an Approved Supplier or otherwise recommending any third party, or any advice or recommendations we may offer with respect to any such party, is not, and in no shall be deemed, a representation or guarantee as to the products or services provided by these third parties, or will make us responsible in any way for any such third parties' performance or provision of products or services to any franchisee.

(e) The following additional terms and conditions shall apply to any orders through the EOS Online Stores or from us or our affiliates:

(i) Applicable pricing, delivery options and other applicable terms will be provided through the EOS Online Stores or otherwise made available to you in writing;

(ii) Subject to the terms of this Agreement, orders will be filled subject to applicable availability;

(iii) We or our affiliates will use good faith efforts to promptly notify you of any failure or anticipated failure to provide any products in accordance with any order, including any details of the status of any backorders;

(iv) Subject to availability, orders will be delivered to the locations designated on an order. Unless otherwise communicated at the time of the order, we and our affiliates will coordinate and schedule the availability of carriers in accordance with any prescribed shipping preferences. Delivery fees will apply and delivery times may vary;

(v) All orders will be distributed at the listed price, absent manifest error, and are subject to applicable shipping and handling charges, as well as sales and use and other applicable excise taxes;

(vi) You will have a reasonable period of time to inspect all orders and to inform us of any damages or nonconforming orders or other issues with the delivery. We will



use commercially reasonable good faith efforts to accommodate issues with orders, but the failure to promptly notify us of any such issues may prejudice our ability to rectify an issue. Therefore, you should inspect all orders immediately upon delivery;

(vii) Title and all risk of loss with respect to all orders shall pass to you on delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments. It also is your responsibility to ascertain and obey all applicable local, state, federal and international laws in regard to the possession or use of any item purchased from the EOS Online Store; and

(viii) Neither we nor our Affiliates are responsible for any delays with any such orders.

7.4 **Referral Fee Program.** We currently administer a referral fee program where, for any new franchisee that a franchisee refers to us that signs a franchise agreement and successfully completes Boot Camp, such franchisee will receive One Thousand Five Hundred Dollars (\$1,500) only if the referred franchisee successfully completes Boot Camp. To receive a referral fee, you must be active and in good standing under this Agreement both at the time of the referral and at the time the referred franchisee successfully completes Boot Camp. We reserve the right to eliminate or modify this program upon written notice to you. Additional criteria used by us in administering the referral fee program may be set forth in the Operations Manual.

## **8. SYSTEM TECHNOLOGIES.**

### **8.1 Computer System.**

(a) You must acquire, license and use: a laptop or desktop computer with certain computer services, components, peripherals, equipment and computer hardware; and general business software and any proprietary software (the “Software”) designated or approved by us in the future from time to time as Required Technology and as described in the Operations Manual (collectively, the “Computer System”). We may require you to obtain as part of the Computer System or other Required Technology, computer and communications hardware, equipment, components or software and may modify our specifications for, and required components of, the Computer System or Required Technology from time to time. You agree to make such modifications and meet such requirements, which may require you to incur additional costs. We may require that the Computer System: (i) must have the capacity to submit to us reports through our internal system containing information about the number of Sessions held by your Franchised Business, revenue generated, average ratings and other information we require, and otherwise be capable of connecting with our computer system, (ii) perform the functions we designate including viewing training, reporting sessions, facilitating virtual sessions and attending virtual meetings, (iii) operate the most current version of Google Chrome, Microsoft Edge, Apple Safari, or Firefox Internet browser; (iv) permit us to review the results of your Franchise’s operations, and/or (v) be capable of engaging in any E-Commerce (as defined below) activities that we designate or approve. You may purchase your Computer System from any supplier, unless we designate a specific Approved Supplier.

(b) You must upgrade the Computer System, and/or obtain service and support, as we require or as is necessary because of technological developments, risk assessments, or events. There are no contractual limitations on the frequency and cost of your obligation to obtain any such maintenance, updates or upgrades, and we have no obligation to reimburse you for any of these costs. Unless we otherwise agree to in writing, neither we nor any of our affiliates will provide you with any maintenance

repairs, updates or upgrades for your Computer System but we may assist you in our discretion in troubleshooting potential issues related to the Software.

(c) You must have access to high-speed Wi-Fi Internet to access our online systems (such as Base Camp), and are responsible for all costs and expenses associated with your access, including connection charges.

(d) If you are in default of any obligations under this Agreement, we may, in addition to any other remedy we may have under this Agreement, temporarily inhibit your access to all or part of the EOS related data contained within the Computer System or any Required Technology, until you have cured such default completely.

## 8.2 **Websites; E-Commerce.**

(a) We have the right to control all use of [www.eosworldwide.com](http://www.eosworldwide.com) and any future websites we create (the “Website”). You do not have any right to update, upgrade, amend, or host the Website. We have the right to control all use of URLs, domain names, websites, addresses, meta-tags, links, key words, email addresses and any other means of electronic identification or origin (“e-names”) related to the Franchise. We may however provide you certain rights to revise designated sections on your microsite, but the framework is owned and determined by us. The Website will contain information on EOS Franchise System, as well as other information we deem appropriate and all changes, additions, and deletions are at our sole discretion. Further, you shall, at your sole expense, participate in our websites on the Internet or other on-line communications, including an intranet system that we may develop in the future unless we provide otherwise. You acknowledge that certain information obtained through your participation on our Website may be considered Confidential Information, including access codes and identification codes. Your right to participate in our Website we may develop terminates when this Agreement expires or terminates. You may not establish any separate website, blog or other world wide web or internet-based presence which uses or displays any of the e-names, Marks or other Intellectual Property without our prior consent. Any other blog, account on a Social Media Platform, email distribution list, or other World Wide Web or Internet-based presence which uses or displays any of our Intellectual Property must be conducted in accordance with our Franchise System Standards set forth in the Operations Manual.

(b) You must comply with any social media policy promulgated by us and in our Operations Manual.

(c) We may require you to, at your expense, operate certain aspects of the Franchised Business through E-Commerce methods that we designate from time to time, and in the manner we designate from time to time. You must follow all of our policies and procedures for the use and regulation of E-Commerce. We may restrict your use of E-Commerce, or any Client’s or other person’s use of E-Commerce in connection with the Product and the Services purchases, to a centralized website, portal or network or other form of E-Commerce designated by us operated by us or our designee. You recognize and agree that between you and us, we own all rights to all interest in and to any data collected via E-Commerce related to the EOS Franchise System, the Intellectual Property and the Marks, including any Client Data, click-stream data, cookies, user data, hits and the like. All such information constitutes our Confidential Information (as defined in Section 16). We may require that Clients be provided access to certain E-Commerce activities that we designate from time to time.

For purposes of this Agreement, “E-Commerce” is collectively defined as Internet, intranet system, World Wide Web, wireless technology, digital cable, use of e-names, virtual worlds, social media, portals, search engine optimization, pay-per-click advertising, home pages, bulletin boards, chat rooms, linking, framing, blogs, text messaging, on-line purchasing cooperatives, marketplaces, barter exchanges, and related

technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software.

### 8.3 **Client Data and Data Security.**

(a) Any information on Clients that identifies or can be used to identify, contact, locate, or be traced back to the specific person to whom such information pertains, or from which identification or contact information of an individual person can be derived, including but not limited to, personally identifiable information (“Client Data”) and all information, mailing lists and databases of Client Data from whatever source derived, industry standards must be used only in accordance with this Agreement. We retain ownership of all Client Data collected or received during the Term and hereby license such Client Data back to you without charge solely for your use in connection with the operation of the Franchised Business in accordance with this Agreement.

(b) You agree to comply with all applicable laws, regulations and industry standard best practices with respect to Client Data; in addition, you agree to comply with all data privacy and security requirements we may establish from time to time and to exert your best efforts to prevent the unauthorized use, dissemination or publication of Client Data, subject in all instances to applicable laws. It is your responsibility to determine the data privacy laws applicable to you and your Franchise. We expressly disclaim knowledge of the data privacy laws applicable to you and your Franchise. You shall promptly notify us if you become aware of or suspect any unauthorized access to the Client Data, or if you become the subject of any governmental, regulatory or other enforcement or private proceeding relating to your data handling practices. You shall promptly carry out at your cost and expense any request from us with respect to Client Data that is reasonably necessary to allow us to comply with data privacy laws applicable to us regarding processing, storage, handling, collection, use, transfer and transmission of Client Data.

8.4 **PCI Compliance.** If you accept credit card payments, you are required to maintain your credit card processing hardware and software in compliance with the Payment Card Industry (“PCI”) Data Security Standard. It is your responsibility to maintain and report your PCI compliance, which encompasses operational policies and practices as well as networks and computer hardware/software used to process credit card transactions, as well as attesting that you are abiding by (i) the PCI Data Security Standards enacted by the applicable card associations (as they may be modified from time to time or as successor standards are adopted); and (ii) all other security standards and guidelines that may be published from time to time by payment card companies and/or enacted by law, and are applicable to customer credit card and debit card information. If you know or suspect a security breach, you must immediately notify both your credit card transaction acquirer and us. You assume all responsibility for providing notice of breach or compromise, along with duties and costs associated with fraudulent transactions, penalties, and ongoing fees for monitoring customer credit card histories and/or transactions for affected Clients of your Franchise.

## 9. **INTELLECTUAL PROPERTY AND MARKS.**

### 9.1 **EOS Intellectual Property.**

(a) You acknowledge that we or our affiliates are the exclusive owners of the Intellectual Property, Client Data, Franchise System Standards, and other elements of the EOS Franchise System. You further acknowledge and agree that any modifications to the EOS Franchise System or any substitutions or additions to the Intellectual Property suggested or developed by you shall be owned exclusively by us and may be incorporated by us or our affiliates into the Intellectual Property without any compensation to you. As such, you hereby assign and transfer to us all of your entire right, title and interest in and to any improvements, modifications, substitutions, or additions to the Intellectual Property suggested or developed by you and in and to any and all works of authorship and processes embodied therein, and in

all goodwill signified thereby, and any and all intellectual property rights and any legal equivalent thereof, including the right to apply for, register, or claim priority to, patents, copyrights, trademark, trade secret and other intellectual property protection, and the right to enforce such rights, title and interest by lawsuit or otherwise. Additionally, all processes, ideas, concepts, methods, techniques or materials relating to the Franchise, whether or not constituting protectable intellectual property, and whether created by or on behalf of you or your Implementer in connection with the development or operation of your Franchise, will be promptly disclosed to us. If we adopt any of them as part of the EOS Franchise System, they will be deemed to be our sole and exclusive property and part of the EOS Franchise System and deemed to be works made for hire for us. In addition, you hereby agree and covenant from time to time to execute and deliver such other documents or agreements and to take such other action as may be necessary or reasonable for the implementation of any assignment and the consummation of the transactions contemplated hereby.

(b) You shall use the EOS Franchise System, Client Data, the Marks, and the Intellectual Property strictly in accordance with the terms of this Agreement and all policies set forth from time to time in the Operations Manual. Any unauthorized use of the EOS Franchise System, Client Data, the Marks and/or the Intellectual Property is and shall be deemed to be an infringement of our rights and our affiliates' rights and a material breach of this Agreement.

(c) Except as expressly provided in this Agreement, you shall acquire no right, title or interest to the EOS Franchise System, Client Data, the Marks or the Intellectual Property; all goodwill associated with the EOS Franchise System, Client Data, the Marks and the Intellectual Property used by you shall inure exclusively to our and our affiliates' benefit; and upon the termination of the Franchise, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the EOS Franchise System, Client Data, the Marks or the Intellectual Property.

(d) You acknowledge that the use of any computer or electronic medium or social networking website, including but not limited to, Facebook, LinkedIn, Twitter, Instagram, Pinterest, TikTok, Snapchat, Yelp, Google, YouTube, Groupon or any blogs or other bulletin boards, or chat rooms, other networking and share sites in connection with your Franchise must comply with any social media policy or other use policy contained in our Operations Manual. We retain ownership of the materials posted on any webpage or site that use our Marks or Intellectual Property. All postings must comply with the social media policies and other policies set forth in the Operations Manuals, as well as the terms and conditions of the site(s).

(e) You shall at no time take any action whatsoever to contest the validity, ownership, distinctiveness or enforceability of the Marks or Intellectual Property and the goodwill associated therewith. You agree that your use of all or any part of the EOS Franchise System or the Intellectual Property contrary to any provision of this Agreement, or your use of any confusingly similar method, format, procedure, technique, system, name, trade dress, mark, symbol, emblem, slogan, insignia, term, designation, design, diagram, promotional material or course material, during or after the Term, shall cause irreparable injury to our affiliates and us and shall constitute a material breach of this Agreement, and shall entitle our affiliates and us to obtain temporary, preliminary or permanent injunctive relief from a court or agency of competent jurisdiction, and to recover court costs, reasonable expenses of litigation, reasonable attorneys' fees, and any other appropriate remedies.

(f) We maintain the ownership rights or interest in any Client lists, and lists of potential leads or prospects compiled by you after signing this Agreement or otherwise as part of your operation of the Franchise (the "Lists"), and hereby license such Lists back to you without charge solely for your use in connection with the operation of the Franchised Business in accordance with this Agreement. Upon expiration or termination of this Agreement for any reason, we retain ownership of all Lists.

9.2 **Infringements and Claims.** You must notify us immediately in writing of any apparent infringement of or challenge to your use of any Mark or Intellectual Property, or claim by any person of any rights in any Mark or Intellectual Property or similar copyright, trade name, trademark or service mark of which you become aware. You must not communicate with anyone except us and our attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take whatever action we deem appropriate. We have the sole right to control exclusively any action by or in front of the U.S. Patent and Trademark Office or U.S. Copyright Office, or any other litigation or proceeding arising out of any infringement, challenge or claim relating to any Mark or Intellectual Property. You must sign any documents, give any assistance, and do any acts that we or our attorneys believe are necessary or advisable in order to protect and maintain our interests in any litigation or proceeding related to the Marks or Intellectual Property or otherwise to protect and maintain our interests in the Marks or Intellectual Property. You may not, at any time, contest the validity or ownership of any of the Marks or Intellectual Property, or assist any other person in contesting the validity or ownership of any of the Marks or Intellectual Property.

9.3 **Discontinuance of Use.** If it becomes advisable at any time in our sole judgment for your Franchise to modify or discontinue the use of any of the Marks or for your Franchise to use additional or substitute trademarks or service marks, you agree, at your sole expense, to comply with our directions to modify or otherwise discontinue the use of such Mark or Intellectual Property, or use additional or substitute trademarks or service marks, within a reasonable time after our notice to you.

9.4 **Franchisee Name.** You may not use any of our EOS or EOS-related trademarked terms in your Business Entity's name (or any other business entity's name) without our prior written permission. You will hold yourself out to the public as an individually owned and operated business operating an EOS Franchise. Whenever practical, you will clearly indicate on your employment related documents (e.g., employment policies, applications, disciplinary documents, identification cards), business checks, stationery, business cards, invoices, receipts, advertising, public relations and promotional materials, website, and other written materials that you are a franchise business. If you are operating as a Business Entity, you will file for a certificate of assumed name (d/b/a) in the manner required by applicable local law so as to notify the public that you are operating the Franchise as an independent business pursuant to this Agreement. Prior to adoption of an assumed name, you shall obtain the written approval of such name from us.

9.5 **Further Reservation of Rights.** Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, in our sole and unrestricted discretion and as we may deem to be in the best interests of all concerned in any specific instance, to vary standards for any franchisee or franchisees based on business potential, business practice or other factors we deem important to the successful operation of such franchise owner's business. We may grant to one (1) or more franchisees variations from standard specifications and practices as we determine in our sole and unrestricted discretion, and we shall have no obligation to grant you like or similar variations. You acknowledge that, over time, we have entered, and will continue to enter, into agreements with other franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement does not in and of itself affect our or your duties to comply with the terms of this Agreement.

## **10. DUTIES AND RESPONSIBILITIES.**

10.1 **Methods.** You must follow our Franchise System Standards when marketing and selling the Products and Services (including but not limited to, conducting Sessions and meetings) and must only market the Products and Services we have authorized you to offer and sell. You must not make any misrepresentations to prospective Clients regarding EOS, the Products, Services, or concerning the Franchise or the EOS Franchise System. Moreover, you must not alter, modify, change or misrepresent the Products or the Services or their marketing materials in any manner whatsoever. Accordingly, you will not disseminate any information, or represent to prospective Clients or others, any information that conflicts

with any of the materials we provide you to assist in the sale of the Services or we approve for use by you in the marketing and selling of Services and Products.

10.2 **Record Keeping.** You must keep and maintain full, complete, and accurate books, records and accounts in accordance with reasonable standards required by us from time to time, including, full, complete, and accurate records of (i) your meetings and Sessions held with Clients both solicited on your own and Warm Leads; (ii) all Products sold or provided, or Services sold or rendered. The records must include whatever information we consider necessary from time to time (and will include information relating to meetings, follow-up calls, etc.) in such format as we may prescribe from time to time in the Operations Manual. We may require you to complete and transmit to us periodic reports detailing your activities as provided in the Operations Manual, including additional information we may request from time to time in order to prepare a financial performance representation for our franchise disclosure document. All reports and other records or information provided to us in connection with this Agreement shall be in the English language, unless otherwise agreed by us in writing. We may require that you use our proprietary software or systems, if created, to store this information. Such books, records, and accounts shall comply in all material respects with all requirements of all applicable laws and requirements of all applicable governmental authorities, and shall be retained during the term of your Franchise (including applicable renewals and extension thereof) and for at least seven (7) years thereafter (unless otherwise required or prohibited by applicable law).

10.3 **Delegation.** Although an Implementer may delegate some of its administrative duties under this Agreement to other Personnel, you remain fully responsible for your Implementer and their performance and only the Implementer is permitted to hold Sessions, meet with Clients and perform the Services. You must use your best efforts to ensure that the Personnel or other persons acting on your behalf do not cause you to breach this Agreement or fail to meet the EOS standards.

10.4 **Insurance.**

(a) You are required to procure prior to providing any Implementer Services to Clients, and maintain at all times during the Term and therefore, as required, at your sole cost and expense, valid, effective and collectible commercial insurance coverage for your Franchised Business that is consistent with industry standards for business coaches, with at a minimum, the types and minimum coverage amounts and on the terms set forth in this Agreement and the Operations Manual.

(b) The cost of the insurance policies may vary depending on the insurance carrier charges, terms of payment, broker commissions, risk profile, deductibles, anticipated or actual business volume, and your loss history. ***The standards and specifications for insurance coverage as set forth in this Agreement and in the Operations Manual are intended as “minimum” standards and you must review your insurance coverage and policies, and you should consult with your insurance agents, brokers, attorneys or other insurance advisors, to determine if additional coverage is necessary, desired or appropriate for your Franchise in addition to the coverage and limits required by us. We do not represent or warrant that any insurance that you are required to purchase, or which we procure on your behalf, will provide adequate coverage for you. The requirements of insurance specified in this Agreement and in the Operations Manual are for our protection.*** If you believe that you should not be required to carry an identified type of insurance or otherwise comply with our minimum insurance requirements, you must submit a written waiver request and obtain a written waiver from us. Until such time as we notify you in writing of our waiver, you are obligated to comply with all minimum insurance requirements.

(c) If you fail to obtain or maintain the required insurance coverage, we may purchase it for you and require you to pay to us the premium cost and an administrative fee equal to twenty percent (20%) of the insurance policy premium for doing so. We may change or increase insurance requirements,

upon reasonable notice to you, to conform to reasonable business practices. Each insurance policy required by us must contain a provision that the policy cannot be cancelled or expired without at least thirty (30) days prior written notice to us. The insurance must be primary coverage without the right of contribution from any of our insurance.

(d) Insurance policies required under this Agreement and the Operations Manual must name, as permitted by applicable law, us, our affiliates and our and their respective officers, directors, managers, partners, members, affiliates, subsidiaries, employees, and agents as additional insureds, through an endorsement or otherwise, as provided in the Operations Manual. Additional insured coverage must also be primary without the right of contribution from any of our insurance and must be as broad as the coverage provided to the franchisee as the named insured. Additional insured coverage shall include coverage for ongoing and completed operations, and shall not be limited to vicarious liability and shall extend to (and there shall be no endorsement limiting coverage for) the negligent acts, errors or omissions of us or other additional insureds.

(e) Your obligation to obtain and maintain insurance shall not be limited in any way by reason of any insurance that may be maintained by us, nor shall the existence or non-existence of any insurance relieve you of liability under the indemnification provisions set forth in this Agreement.

(f) You shall provide, annually, or more frequently if requested by us, evidence of insurance showing compliance with our insurance requirements, in the manner we provide in the Operations Manual or otherwise designate from time to time. Our receipt, review or verification of certain elements of your insurance does not in any way reduce or eliminate your obligations to fully comply with all of the insurance requirements set forth in this Agreement and/or in the Operations Manual. It is your sole obligation to fully comply with these insurance requirements and it is your sole obligation to confirm with your insurance providers that your policies are in compliance.

**10.5 Compliance with Laws and Good Business Practices.** You will secure and maintain in force all required licenses, permits, approvals and certificates relating to the operation of the Franchise including, but not limited to, all licenses required to perform the different types of Services, including, if applicable, performing Services across jurisdictional lines (the “Required Licenses”). You must promptly and diligently do all things necessary (including providing prompt, thorough, professional and complete responses to any local, state or federal regulatory or administrative body with oversight responsibilities for any Required Licenses) to facilitate obtaining the Required Licenses prior to the commencement of business and maintain and renew such Required Licenses when needed. You must operate the Franchise in full compliance with all applicable laws, ordinances and regulations, including, all government regulations relating to occupational hazards and health, safety, privacy, worker’s compensation insurance, unemployment insurance, the ADA, workplace safety, and withholding and payment of federal and state income taxes, social security taxes and sales taxes. You will, in all dealings with Clients, suppliers, us and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the EOS Franchise System, the Marks and other franchisees.

**10.6 Time to Commence Business.** You must commence operation of your Franchise within six (6) months from the Effective Date. We will reasonably extend the time to commence the operation of your Franchise for a period of up to sixty (60) days’ if you are unable to (i) obtain the Required Licenses, (ii) attend Boot Camp, or (iii) otherwise complete all pre-commencement obligations under this Agreement, despite your best efforts and for reasons beyond your reasonable control. Prior to commencing operations, you must (a) if you are a Business Entity, be in good standing in your jurisdiction of formation, and have filed for a certificate of assumed name (d/b/a) in the manner required by applicable local law in accordance with Section 9.4 of this Agreement; (b) furnish us with certificate(s) of insurance for all insurance policies

required by Section 10.4; (c) obtain all Required Licenses; (d) complete Boot Camp to our satisfaction; (e) purchase the initial inventory of training binders and other Materials as designated in the Operations Manual (which may be provided in the form of a start-up package); and (f) pay in full all amounts due to us and our affiliates.

10.7 **Authorized Products and Services.** You shall offer for sale all Products and Services, and participate in all programs, which we designate for the EOS Franchise System, including any additional Services or Products we may now or in the future specify and any other ancillary products and services which we prescribe. You further agree to only sell those goods and services, which we prescribe or otherwise authorize. You may not offer any other products for sale, rent or lease without having received our prior written authorization. You must comply fully and on a timely basis with any changes that we implement, including the introduction or cessation of any Services or Products.

10.8 **Operations.**

(a) Your Implementer must devote best efforts to the operation of your Franchised Business.

(b) You must maintain sufficient inventory of training binders and other Materials as designated in the Operations Manual.

(c) You must only have one Implementer providing services to Clients.

(d) You must pay on a timely basis all fees and costs incurred in the operation of the Franchise, whether owing to us or third parties, and you are aware that failure to make prompt payment causes irreparable harm to the reputation and credit of other franchisees and the EOS Franchise System generally.

(e) You must operate the Franchise in compliance with Franchise System Standards so as to preserve, maintain and enhance the reputation and goodwill of the System.

(f) You agree to provide the highest standard of service in connection with the provision or sale of the Services and Products to ensure complete Client satisfaction and you must also cooperate with us to honor all refund policies that we develop from time to time.

(g) You must participate in our Client Satisfaction Program and any other applicable programs as set forth in the Operations Manual and as applicable, in Section 10.10 below

(h) You must adhere to our Core Values when operating your Franchised Business.

10.9 **Modification of System.** You expressly acknowledge that the EOS Franchise System must continue to evolve in order to reflect changing market conditions and to meet new and changing customer demands. Therefore, variations and additions to the EOS Franchise System may be required from time to time to preserve and enhance the public image of the EOS Franchise System and to improve the continuing operating efficiency of all franchisees. Accordingly, you agree that we may from time to time, upon written notice, add to, subtract from or otherwise change the EOS Franchise System, including, without limitation, adopting new or modified Marks, Products, Services, fees, equipment and techniques and methods relating to the sale, promotion and provision of Services or Products.

10.10 **Client Satisfaction and Other Programs.** You must institute and honor all EOS network satisfaction, loyalty and promotional programs that we require on the terms associated with such network programs, as specified in the Operations Manual, and verify your compliance with all such programs in writing at our request. Without limiting the generality of the foregoing, you acknowledge that Client



satisfaction is essential to the Franchised Business's success as well as the reputation, standing and success of the EOS Franchise System and other franchisees and company or affiliate owned outlets. Accordingly, you agree that:

(a) You will participate in the Client Satisfaction Program to the fullest extent permitted by applicable law. The Client Satisfaction Program requires that you will not charge any fee for any session if the Client believes the session did not provide sufficient business value to the Client and sets additional parameters for providing the Services to Clients. The Client Satisfaction Program (including the additional components and terms) is more fully described in the Operations Manual.

(b) You will issue refunds to Clients in accordance with the Client Satisfaction Program.

(c) You will send surveys you to your Clients to evaluate your performance with your Clients in such form and at such intervals as we designate in the Operations Manual.

(d) You will include the terms of the Client Satisfaction Program in any engagement agreements you sign with any Client.

(e) We reserve the right to contact your Clients directly for the purposes of determining their satisfaction with EOS.

(f) We may modify, change, eliminate or amend the terms of the Client Satisfaction Program or other network programs on thirty (30) days' notice to you.

10.11 **Payment of Debts.** You are solely responsible for selecting, retaining and paying your Personnel; the payment of all invoices for the purchase of goods for use in the Franchise; and determining whether, and on what terms, to obtain any financing or credit which you deem advisable or necessary for the conduct of the Franchise. You shall pay all current obligations and liabilities to suppliers, lessors and creditors on a timely basis and indemnify us in the event that we elect to pay any of your obligations in order to preserve the relationship between Approved Suppliers and EOS Franchise System franchisees. You shall make prompt payment of all federal, state, international and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, and personal property and real estate taxes, arising from your operation of the Franchise. You shall indemnify us in the event that we are held responsible for these taxes.

10.12 **Notification of Legal Proceedings and Crisis Management Events.**

(a) You will notify us in writing as soon as possible but in no event more than twenty-four (24) hours of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, of which you become aware and which may adversely affect the operation or financial condition of your Franchised Business.

(b) Upon the occurrence of a Crisis Event (defined below), you will immediately inform us by telephone and email (or other electronic medium authorized by us for this purpose). You will cooperate fully with us with respect to our response to the Crisis Event. In the event of the occurrence of a Crisis Event, we may also establish emergency procedures which may require you to temporarily cease operations, in which event we shall not be liable to you for any loss or costs, including consequential damages or loss profits occasioned thereby.

For purposes of this Section, a “Crisis Event” is any event that runs the risk of (1) causing severe harm to Clients, Personnel or the public or damage to their respective property or the environment; (2) falling under close media or governmental or regulatory scrutiny; or (3) jeopardizing or materially interrupting the operation of the Franchised Business, the Marks or the System’s reputation, image, products, brand, intellectual property, or management and therefore negatively impacting its future.

10.13 **Press Releases.** Any press releases or interviews regarding your Franchised Business must comply with the standards and Core Values set forth and described in the Operations Manual. You shall not however make any public statements (including giving interviews or issuing press releases) regarding, directly or indirectly, us or our affiliates, the EOS Franchised System, or any particular incident or occurrence related to the Franchised Business, without our prior written approval, which will not be unreasonably withheld.

10.14 **Contributions and Donations.** Any contributions or donations of items, services, or money to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic, or other type of organization (or to any individual on behalf of any organization) in the name of your Franchised Business or otherwise associate with any Mark must be done in compliance with the policies set forth in the Operations Manual.

10.15 **Best Efforts and Personal Conduct.** You shall refrain from committing any act or pursuing any course of conduct that may bring the Marks or EOS Franchise System into disrepute. You shall use best efforts to promote and increase the demand for the Services and Products of the Franchise. All of your advertising and promotion shall be completely factual and shall conform to the highest standards of ethical advertising. You shall refrain from any business or advertising practice which may be injurious to the Franchise or the goodwill associated with the Marks and EOS Franchise System.

10.16 **Minimum Performance Requirements.** Commencing twelve (12) months after your Implementer successfully completes Boot Camp, and for each rolling twelve-month period immediately thereafter (each a “Measurement Period”), you must perform the minimum number of Client Sessions and receive the minimum average rating for these Sessions as set forth in the Operations Manual (“Minimum Performance Requirements”). Should you fail to meet the Minimum Performance Standards in any Measurement Period, we reserve the right to require you attend Remedial Training at your own expense. If you fail to meet the Minimum Performance Standards during any Measurement Period following completion of Remedial Training, we reserve the right to terminate this Agreement. We reserve the right to modify the ratings descriptions set forth in the Operations Manual if we discontinue, amend or change our internal programs and systems for ratings so long as the Minimum Performance Requirements are not materially more burdensome than prior to the modification of the Minimum Performance Requirements.

10.17 **No Discrimination.** You may not discriminate in the conduct and operation of the Franchised Business against any person or group of persons because of marital status, physical or mental disability, genetic information, race, creed, color, sex, age, national origin or ancestry of such person or group of persons or any other prohibited grounds for discrimination.

## **11. ADVERTISING AND PROMOTION.**

11.1 **Generally.** All your advertising, marketing and other promotional efforts that are in any way related to the Franchised Business and that include or otherwise identify any of the Marks, must conform to all provisions of this Agreement, the Operations Manual, and any other of our branding guidelines and policies that we prescribe from time to time. All advertising, promotion and marketing must be completely clear and factual and not misleading and conform to the highest standards of ethical advertising, marketing and promotion policies that we prescribe from time to time. In no event will any of your promotional materials contain any statement or material which may be considered: (a) in bad taste or offensive to any group or person; (b) defamatory or discriminatory to any person or an attack on a

competitor; (c) inconsistent with our public image or Core Values; or (d) not in accord with Franchise System Standards. You must promptly discontinue use of any advertising, marketing or promotional plans or materials, whether or not previously approved, on notice from us. Advertising and promotional efforts and programs include, but are in no way limited to, local advertising, national or other advertising, press releases, uses of social media platforms or other public statements, media and other promotional or public relations events, sponsorships, endorsements and online activities (to the extent permissible in this Agreement). You acknowledge that if you enter into any contract or binding arrangement to use any unapproved advertising or otherwise engage in any unauthorized advertising or promotional efforts, you are doing so at your own risk and therefore, in addition to any rights and remedies in law or in equity that we may have pursuant to this Agreement, you may be obligated to pay for advertising or promotional materials or programs which we will not allow to be used for the Franchised Business or the EOS Franchise System.

11.2 **Grand Opening Advertising.** There is currently no requirement that you engage in a specific grand opening promotion outside of regular marketing efforts, such as through social media, email marketing, and local networking and business resources. You are not required to spend any amount on grand opening promotions, but we recommend you purchase *Traction* books (which are available for purchase at the EOS Online Stores or from third parties) to use in your marketing and promotional efforts

11.3 **Local Marketing; Special Marketing or Cooperative Programs.** We do not currently require you spend any minimum amount for local marketing, however, you may wish to conduct local marketing and advertising activities and create marketing co-ops with fellow franchisees, including sponsoring local peer groups to publicize your Franchised Business. We may also establish or otherwise participate in cooperative or special marketing programs. Cooperative advertising or other special marketing programs may include select paid media or other advertising as a flat fee or minimum percentage of revenue. These cooperative or special marketing programs may vary in duration, apply on a local, regional, national or international basis, or involve clusters or groups of Franchised Businesses utilizing services on a shared basis. Examples include sales and marketing programs and customer satisfaction programs. Any such programs may be optional for franchisees or we may require participation.

11.4 **Brand Development Fund.**

(a) We may form a Brand Development Fund to promote EOS, the EOS Franchise System and its Services and Products. The terms of this Section 11.4 are forward thinking to the extent any such Brand Fund would be formed; provided, however, you would be required to comply with applicable terms and conditions for the Brand Fund as we may establish and update from time to time. The Brand Fund would be used for national, international and/or regional advertising, publicity and promotion relating to EOS and the EOS Franchise System. We would have the right to determine the manner in which the contributions to the Brand Fund are spent, and we may use any form of media we determine is appropriate to conduct advertising and may utilize an in-house advertising department or outside agencies. Some portion of the Brand Fund may be used for creative concept production, website development, marketing surveys, test marketing and related purposes. We will have the right to direct all advertising activities with sole discretion over creative concepts, materials and media used, as well as their placement and allocation, and the right to determine, in our sole discretion, the composition of all geographic and market areas for the implementation of any such advertising and promotional activities.

(b) The Brand Fund will be operated to maximize general public recognition of the Marks and patronage of EOS Worldwide businesses and therefore, we have no obligation to ensure that expenditures of the Brand Fund in or affecting any geographic area are proportionate or equivalent to payments of the Brand Fund contributions by franchisees operating in that geographic area, or that any franchisee's business will benefit directly from any uses or proportionately with any other franchisees.

(c) Brand Fund contributions paid will be kept separate and distinct and will be accounted for separately from our other funds. These funds will not be used to defray any of our general operating expenses, except as described in the paragraph above, and no amount of the Brand Fund will be spent for advertising that is principally a solicitation for the sale of franchises, although we will retain the right to include “Franchises Available” or “Interested in becoming a Professional EOS Implementer” or similar language along with our contact information on Brand Fund advertising.

(d) We may reimburse ourselves out of the Brand Fund for the total costs (including indirect costs) of developing, producing and distributing any advertising materials and administering the Brand Fund (including without limitation, attorneys’, auditors’ and accountants’ fees, salaries of in-house advertising personnel and outside advertising agencies and other expenses incurred in connection with collecting any Brand Fund contributions).

(e) Any sums paid to the Brand Fund that are not spent in the year they are collected will carry over to the following year. For any fiscal year in which we operate or maintain a Brand Fund to which you contribute, then within one hundred twenty (120) days of the fiscal year-end, we will prepare, and furnish to you upon written request, an annual, unaudited statement of funds collected and costs incurred.

(f) Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you with respect to collecting amounts due to the Brand Fund.

(g) For purposes of this Agreement, the Brand Fund is deemed our affiliate.

11.5 **Advisory Council.** We reserve the right to form an advisory council. Any advisory council created will act in an advisory capacity only and will not have decision making authority. We will have the right to form, change, merge and/or dissolve any advisory council at any time. The membership of any advisory council may be determined in our sole discretion and you have no right to sit on an advisory council. If you are chosen and agree to participate on an advisory council, you will pay all costs and expenses you incur related to your participation, including expenses for travel, lodging and meals incurred during attendance at council meetings.

## 12. **RELATIONSHIP OF THE PARTIES.**

12.1 **Independent Contractors.** We do not have a fiduciary relationship with you. Neither you nor we are general or special agents, representatives, joint venturers, partners or employees of the other for any purpose whatsoever. You are not be entitled to workers’ compensation, unemployment compensation, or any other statutory or regulatory benefit or right predicated on an employer-employee relationship. We have no obligation to carry workers’ compensation coverage or pay unemployment compensation taxes or withhold any amounts from payment to you for federal income taxes or for federal social security taxes, unless otherwise required by applicable laws and regulations. We have no obligation to provide you with any employment and fringe benefits that we may provide to employees, such as health insurance, for example. The foregoing also applies to any relationship we have with your Personnel.

12.2 **Taxes.** We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, payroll, property, withholding or other taxes, whether levied upon you or your Implementer, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes is your responsibility.

### **13. INDEMNIFICATION.**

#### **13.1 By You.**

(a) You agree to indemnify, defend and hold harmless us, our affiliates and our and our affiliates' respective members, directors, officers, owners, employees, agents, contractors, advisors, successors and assignees (the "Indemnified Parties") against and to reimburse each Indemnified Party for all losses, expenses, judgments, settlements, claims, liabilities, investigations, reasonable attorneys' fees, costs (including, without limitation, expert witness fees, court costs, accountants' fees, travel and living expenses) and damages arising out of any claim directly or indirectly related to the operation of your Franchise or your Franchised Business, or arising out of a breach of this Agreement or any other agreement with us or any affiliate of ours as well as any and all of your obligations to file and pay taxes described in this Agreement; provided, however, that you shall not be required to hold harmless or indemnify us for any losses relating to any claim to the extent such losses arise out of our gross negligence or willful misconduct. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration, transfer, or termination of this Agreement. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

(b) We have the right to retain counsel of our own choosing in connection with any claim, investigation or other proceeding that may give rise to a claim for indemnification from you in this Agreement. In order to protect our reputation and goodwill or the reputation or goodwill of others, we have the right to, at any time and with or without notice, take such remedial or corrective actions as we deem expedient with respect to any claim, investigation other or proceeding if, in our sole judgment, there are grounds for indemnification by you under this Agreement. You shall cooperate with us in our handling of any such claim, investigation or other proceeding. If our exercise of our rights under this Section causes your insurers to refuse to pay a third-party claim, all cause of action and legal remedies you might have against such insurer shall automatically be assigned to us without the need for any further action on either party's part.

13.2 **By Us.** We agree to hold harmless and indemnify you against any third party claim for copyright, service mark or trademark infringement, including reasonable attorney's fees and court costs in connection with such claims, arising out of your authorized use of our materials or the Intellectual Property in accordance with this Agreement and the Operations Manual; provided you notify us in writing within thirty (30) days, or within such shorter period as is necessary to avoid prejudice, after learning of any claim, and also provided we have the right to control any litigation or proceeding resulting from any such claim.

### **14. REPORTS, FINANCIAL STATEMENTS, INSPECTIONS AND AUDITS.**

14.1 **Our Right to Inspect the Franchise.** To determine whether you are complying with this Agreement and all Franchise System Standards, we and our designees (which may include other franchisees) have the right at any time to:

(a) observe, photograph and videotape the operations of the Franchise and any Services it provides or Products it sells for such consecutive or intermittent periods as we deem necessary;

(b) interview Personnel and Clients that receive Sessions, Services or Products from the Franchised Business; and

(c) inspect and copy, download or archive any books, records, computer data, and documents relating to your operation of the Franchise or the Franchised Business.

If you are in default of any obligations under this Agreement, we may, in addition to any other remedy we may have under this Agreement, temporarily inhibit your access to any Computer System or Required Technology, or all or any part of the EOS related data contained within the Computer System or Required Technology, until you have cured such default completely. You must immediately correct or repair any unsatisfactory conditions we specify. We assume no liability or responsibility for monitoring, tracking or tracing of your Personnel or Franchise operations. Any temporary access to your Computer System is solely for the purpose of confirming your compliance with the terms of this Agreement, Operations Manual and Franchise System Standards.

14.2 **Our Right to Audit.** We have the right at any time during your business hours, and upon forty-eight (48) hours prior notice to you, to inspect and audit, or cause to be inspected and audited, your business, bookkeeping, accounting and invoicing records, sales and income tax records and returns, online bank accounts, online credit card accounts and any other records related to the Franchised Business. You must segregate all Franchised Business records and agree to cooperate fully with us and our representatives to help facilitate any such audit. If our inspection or audit is made necessary by your failure to furnish reports, supporting records or other information we require, or to furnish such items on a timely basis, you agree to reimburse us for the cost of such inspection or audit, including, without limitation, the charges of attorneys, independent accountants, and employees and their travel expenses, room and board. You also must immediately pay us any shortfall in the amounts you owe us, including late fees and interest as described in Section 4. The foregoing remedies are in addition to our other remedies and rights under this Agreement and applicable law.

14.3 **Distribution of Franchisee Information.**

(a) You acknowledge and agree that we have the right to share any information about your Franchise collected by us or our affiliates or agents, including historical performance of the Franchised Business, to any third party, including other franchisees, prospective buyers of your or our business, lenders, and prospective franchisees (including within our franchise disclosure documents), for any legitimate business purpose, including for benchmarking purposes. This information may include, but is not limited to, historical performance information and data regarding your sales, expenses, revenues, costs, taxes, profit margins, warranty claims, or customer service survey results.

(b) Without limiting the foregoing, you hereby consent to our disclosure of personal information concerning you, your Implementer and other principals and the Franchised Business, namely the identity of Franchisee, address, email address and telephone number, in our franchise disclosure document, whether or not such disclosure is required by law, and other documents relating to the sale of EOS franchises.

15. **TRANSFERS.**

15.1 **By Us.** This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests. We may assign our interest in this Agreement, directly or indirectly, by merger, public or private offering, assignment, pledge or other means, without your approval or consent; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor under this Agreement and the assigning Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement subject to applicable law. You expressly and specifically waive any claims, demands or damages arising from or related to the loss of any Marks (or any variation thereof) and/or the loss of association with or identification of EOS Worldwide Franchising, LLC or its affiliates. Nothing contained in this Agreement will require Franchisor or its affiliates to continue to offer franchises, whether in the event that Franchisor exercises its rights to assign or otherwise transfer its rights in this Agreement or otherwise.

15.2 **By You.** The rights and duties along with the Franchise granted in this Agreement are personal to you and your Implementer, and we have granted the Franchise to you in reliance upon our perceptions of your individual or collective character, skill, aptitude, business ability and financial capacity. Accordingly, you may make no Transfer (as defined below) without our prior written approval, such approval not to be unreasonably withheld. Any purported Transfer without such approval will be null and void and constitute a material breach of this Agreement and will entitle us to terminate this Agreement.

15.3 **Definition of Transfer.** As used in this Agreement, the term “Transfer” means your voluntary, involuntary, direct or indirect assignment, sale, gift, pledge, mortgage, disposal or other disposition of any legal or beneficial interest in: (i) the Franchise Agreement, (ii) any material asset of the Franchised Business; or (iii) the ownership interest in the Business Entity, whether in the form of equity or voting interest. Transfers include any merger or consolidation of the Business Entity, the issuance of additional securities or other ownership interests of the Business Entity, and transfers resulting from proceedings under the U.S. Bankruptcy Code or any similar law, and transfers resulting from divorce.

15.4 **Notice of Transfer.** You agree to notify us of any planned Transfer and provide us with any information we may reasonably request in order to permit us to evaluate the planned Transfer. We must approve all transfers.

15.5 **Conditions for Approval of Transfer.** If you are in full compliance with this Agreement, then subject to the other provisions of this Agreement, we will approve a Transfer that meets all the applicable requirements of this Section:

(a) the transferee meeting or exceeding the approval criteria applied to new franchisees of the System, including, without limitation, passing a background check and having sufficient business experience, aptitude and financial resources to operate the Franchise, all at our sole discretion;

(b) you have paid all amounts owed for purchases from us and all other amounts owed to us, our affiliates, or to third-party creditors and have submitted all required reports and statements;

(c) the transferee has entered into our then-current form of franchise agreement for new franchisees for the remainder of the current Term under this Agreement (with any remaining Renewal Terms available), and any required related agreements, including but not limited to a Personal Guaranty and Restrictive Covenant Agreement and any other related agreements reasonably required by us; provided, that, or if we have ceased offering franchises, an assignment and assumption agreement in a form acceptable to us in which the transferee has agreed to assume all obligations, debts and liabilities under this Agreement or with respect to the Franchised Business;

(d) the transferee agrees to upgrade the Franchise to conform to our then-current Franchise System Standards and attend Boot Camp at our then-current Boot Camp fees prior to performing any Implementer Services;

(e) you or the transferee pay us a transfer fee equal to Five Thousand Dollars (\$5,000);

(f) you, your Implementer and each other owner signs a general release in the form set forth on Exhibit A attached hereto (or any other form required by or acceptable to us), in any case to the fullest extent allowed under applicable law, in favor of us and our affiliates, and our and our affiliates’ respective members, owners, officers, directors, employees, consultants, advisors, agents, successors and assigns (in their corporate and individual capacities), for all claims arising out of or related to this Agreement or your Franchise;

(g) we have approved the material terms and conditions of such Transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the Franchise;

(h) if you finance any part of the sale price of the transferred interest, you and/or your owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements or security interests that you have reserved in the sale documents are subordinate to the transferee's obligation to pay Membership Fees and other amounts due to us and our affiliates, and otherwise to comply with this Agreement; and

(i) upon our request, you have agreed that you will provide guidance and transitional support related to existing Clients, personnel, marketing, and compliance of Franchise System Standards for a period of no less than ninety (90) days from the effective date of the Transfer.

**15.6 Permitted Transfers For Planning Purposes Only.** If you are an individual, you may Transfer this Agreement to a corporation, limited liability company or other Business Entity that is entirely owned by you, which such entity was formed for the financial planning, tax or other estate or asset planning purposes, or if you are a Business Entity, your owners may Transfer any existing equity to your other existing current owners (each, a "Permitted Transfer"); provided, that in the case of a Permitted Transfer, you obtain our prior written consent in the same manner as that required under Section 15.2 above, except that our consent to any such Permitted Transfer shall be conditioned upon the satisfaction of only those requirements set forth in Section 15.5(b), (c), (g), and (h), as applicable; provided further, that: (i) there is no change to your Implementer as a result of such Transfer, and the Implementer continues to qualify with each of the conditions set forth in Section 2.8 of this Agreement, and (ii) if the Transfer is to a Business Entity, the Business Entity meets the requirements set forth in Section 19 below. If your proposed Transfer fails to qualify as a Permitted Transfer, then such Transfer shall be subject to the conditions set forth to the terms and conditions of this Section 15 without regard to this Section 15.6.

**15.7 Operation and Transfers Upon Death or Disability.** Upon the death or disability of the Implementer, you or your executor, administrator, or other personal representative must within a reasonable time, not to exceed one hundred and eighty (180) days from the date of death or disability, appoint a new Implementer that qualifies with each of the conditions set forth in Section 2.8 of this Agreement and who must be approved by us. For purposes of this Agreement, the term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent the Implementer from managing and operating the Franchise for an extended period of time. Pending the appointment of an Implementer as provided above or if, in our judgment, the Franchise is not being managed properly any time after the death or disability of the Implementer, we have the right, but not the obligation, to appoint a manager for the Franchise. All expenses of the Franchise, including compensation, other costs and travel and living expenses of our personnel charged with overseeing the Franchise, will be charged to the Franchised Business. Operation of the Franchise during any such period will be on your behalf, provided, that we only have a duty to utilize commercially reasonable efforts and will not be liable to you for any debts, losses or obligations incurred by the Franchise or to any of your creditors for any products, materials, supplies or services the Franchise purchases during any period it is managed by our appointed manager. A failure to appoint a new Implementer within such 180-day period constitutes a material breach of this Agreement. Any Transfer of this Agreement as a result of the death or disability of your Implementer, including, without limitation, Transfers by bequest or inheritance) will be subject to all of the terms and conditions applicable to Transfers contained in this Section; provided, however, that we will waive the Transfer fee required under Section 15.5(e) for the initial Transfer as a result of a death or disability.



15.8 **Effect of Consent to Transfer.**

(a) Our consent to a Transfer of this Agreement and the Franchise or any interest in you shall not constitute a waiver of any claims we may have against you, nor shall it be deemed a waiver of our right to demand compliance with the terms of this Agreement. Further, our consent to a Transfer of this Agreement and the Franchise or any interest in you does not constitute a representation as to the fairness of the terms of any contract between you and the transferee, a guarantee of the prospects of success of the Franchise or transferee or a waiver of any claims we may have against you or of our right to demand the transferee's exact compliance with any of the terms or conditions of this Agreement.

(b) You further acknowledge that a Transfer will not relieve you of any of your obligations contained in this Agreement unless expressly released by us in writing. Accordingly, you will remain jointly and severally responsible with your transferee for any obligations arising or accruing in connection with your operation of the Franchised Business, including with respect to any indemnification obligations under this Agreement and any obligations to provide us information and cooperation related to the Franchise, which shall survive such Transfer and the execution by the transferee of any new franchise agreement for all purposes. For purposes of Section 16 of this Agreement, such Transfer shall be deemed a termination of this Agreement for purposes of determining your post-Transfer obligations therein.

(c) Subject to Section 15.8(b) above, upon the consummation of a Transfer approved by us, you will not have any liability under this Agreement for any claim, debt, liability, cause of action or other obligation that accrues as a result of your transferee's operation of the Franchised Business.

15.9 **Waiver of Interference Claims.** You acknowledge that we have legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with you. You also acknowledge that our contact with potential transferees for the purpose of protecting our business interests will not constitute wrongful conduct, including without limitation, unlawful interference with your business or contracts. You expressly authorize us to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms with the transferee, and to withhold consent to economically questionable transactions. Without limitation of the foregoing, you waive any claim that any action we take in relation to a proposed Transfer to protect our business interests constitutes tortious interference with contractual or business relationships and you shall indemnify us, hold us harmless from, and defend us against any and all claims by your transferee in connection with any such action we take in relation to a proposed Transfer to protect our business interests, including claims for tortious interference with contractual or business relationships.

16. **RESTRICTIVE COVENANTS.**

16.1 **Confidential Information.** During the Term, we will give you, and you will have access to, a variety of information concerning us, our affiliates and the EOS Franchise System including: the Operations Manual; Franchise System Standards; Services; methods for operating, managing, developing, performing, or coordinating any aspect of the Franchised Business; equipment or supplies, including, without limitation, those used in the provision of the Services; recruitment, training, marketing or compensation methods; Client and prospective Client information and lists; referral sources; billing and collection methods; financial information; pricing methods, business plans and other information about us, our affiliates and information about our approved suppliers; strategic partners, vendors, employees, and independent contractors and any other information we deem confidential (collectively, the "Confidential Information"). We consider the Confidential Information to be confidential and our trade secrets. You acknowledge that we have expended and continue to expend great amounts of time, money and effort in devising and processing the Confidential Information.

16.2 **Restrictions On Use.** You will use your best efforts and diligence both during and after the Term to protect the Confidential Information and our goodwill. You will not, directly or indirectly, use (for yourself or others) or disclose any of the Confidential Information to any other person or entity except as is necessary for the operation of your Franchise in accordance with our Franchise System Standards.

16.3 **Mandatory Requests For Information.** If you or anyone to whom you transmit or make available the Confidential Information becomes legally compelled (by court order, interrogatories, discovery requests for information or documents, subpoenas, civil investigative demands or similar process) to disclose any Confidential Information, you must immediately notify us in writing so that we may seek a protective order or other remedy. You will reasonably cooperate with us in our efforts to seek such protective order or other remedy. In any event, you will furnish only that portion of the Confidential Information which is legally required and exercise your best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

16.4 **Return.** Upon termination, expiration, Transfer or non-renewal, or any other time at our request, you must promptly deliver to us, or destroy at our request, any and all documents or other materials (including documents or notes created by you and information embodied in intangible form, e.g., in computer memory) in your possession or control relating, directly or indirectly, to any Confidential Information and all copies of it without retaining any copies, duplicates, extracts or portions of it. Your Implementer shall certify, within five (5) days of our request, as to the return or destruction of all such information.

16.5 **During Term – Competitive Activities.** You acknowledge our legitimate business interest in the Confidential Information and goodwill associated with the Franchise System. Therefore, you covenant that during the Term, unless we otherwise permit in writing, you and your Implementer may not, directly or indirectly (in any capacity, on your own account or as an owner, partner, associate, agent, consultant, licensor, licensee, advisor, employee, independent contractor, member, stockholder, officer or otherwise of another), whether alone or in conjunction with any other person or entity, do any of the following:

(a) Divert or attempt to divert any business or Client to any competitor or competing business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks, Intellectual Property or the Franchise System;

(b) Own, maintain, engage in, carry on, participate, be employed by, finance, or have any interest, directly or indirectly, in any competitor or competing business; or

(c) Divert, induce, or attempt to divert or induce, directly or indirectly, any of our or our affiliates' clients, referral sources, brokers, insurers, suppliers, employees, or any other parties with whom we (or our affiliates) do business or whom you know we (or any of our affiliates) have contacted or solicited for business relationships, to terminate any such employment or other engagement with us or our affiliates, or otherwise with any such business relationships or potential business relationships, as the case may be.

For purposes of this Agreement, the term “competing business” shall mean any business that, directly or indirectly, anywhere in the world (i) owns, operates, or otherwise carries on a non-EOS business operating system, (ii) provides training materials, resources, or support for any non-EOS business operating system, (iii) provides outsourced entrepreneurial training, coaching, or facilitation type services or products similar to those provided by EOS or any EOS franchisee or implementer, and/or (iv) otherwise competes with Franchisor, its affiliates or the EOS Franchise System (including through franchising) in general, as such businesses have been conducted, are proposed to be conducted or are being conducted, in each case, during the Term, and the term “competitor” shall mean any person or entity located anywhere in the world which

(i) owns, operates, or otherwise engages in a competing business, or (ii) provides training materials, resources, or support for any competing business.

16.6 **Post-Term Competitive Activities.** During the Term and for a period of one (1) year following the expiration or termination of the Term for any reason, unless we otherwise permit in writing, you may not, directly or indirectly (in any capacity, on your own account or as an owner, partner, associate, agent, consultant, licensor, licensee, advisor, employee, independent contractor, member, stockholder, officer or otherwise of another), do any of the following:

- (a) Solicit any EOS Clients to a competitive business;
- (b) Induce or attempt to induce, or solicit any of our or other EOS franchisee's strategic partners, Clients, referral sources or brokers, to accept any affiliation with you;
- (c) Solicit, divert, or induce, directly or indirectly, any of our or our affiliates' clients, referral sources, brokers, insurers, suppliers, employees, or any other parties with whom we (or our affiliates) do business or whom you know we (or any of our affiliates) have contacted or solicited for business relationships, to terminate any such employment or other engagement with us or our affiliates, or otherwise with any such business relationships or potential business relationships, as the case may be; or
- (d) Perform or contribute to any other act injurious or prejudicial to the goodwill associated with us or our affiliates or the Marks, our trade names or other Intellectual Property;

provided, that, you may continue to engage with Clients for other services not related to EOS and that do not make use of our Marks, Copyrights, or other Intellectual Property or information, and for whom you provided such other services in compliance with this Agreement prior to termination.

16.7 **Non-Disparagement.** You agree not to take any action or make any statement, either directly or indirectly, and shall ensure that your Implementer, Personnel or others associated with your Franchised Business do not take any action or make any statement, including through social media, the effect of which would be to directly or indirectly impair our goodwill or our rights to our Intellectual Property or the goodwill of the EOS Franchise System, our affiliates, or be materially detrimental to us, our affiliates, or our franchisees or other Franchises, including, but not limited to any action or statement intended, directly or indirectly, to benefit any of our competitors. The foregoing however shall not apply to any judicial, arbitration or other dispute resolution process in connection with any litigation, mediation, arbitration or administrative or other judicial proceeding arising under any claim brought in connection with this Agreement, or when compelled to testify under oath by subpoena, regulation or court order. This provision survives forever.

16.8 **Equitable Relief.** Due to our interest in the Confidential Information and Client goodwill, you agree that damages cannot fully compensate us if you breach this Section 16 of this Agreement. Thus, if you breach Section 16 of this Agreement, we are entitled to an injunction restraining you from any further breach and other equitable relief. We may obtain the injunction without bond and without notice. Your only remedy if such an injunction is issued is its dissolution, if warranted, upon an appropriate hearing. You waive any claims for damages as a result of the obtaining of any such injunction.

16.9 **Extension of Time Period.** The time period during which you are to refrain from the activities described in this Section, will be extended by any length of time during which you are in breach of the relevant provisions of this Section 16.

16.10 **Modification of Provision.** If any court determines that any of the covenants set forth in this Section 16, or any part thereof, is unenforceable because of the duration or geographic scope of such provision, such court shall have the power to reduce the duration or scope of such provision, as the case

may be, and, in its reduced form, such provision shall then be enforceable. Furthermore, if any of the restrictions set forth in Sections 16.5 or 16.6 are deemed entirely unenforceable or invalid under any local, state or federal law, rule, regulation, administrative decision or finding, then you will not be bound by such unenforceable or invalid provision(s), as the case may be, but you shall continue to be bound by all other provisions of these sections which are valid and enforceable.

## **17. TERMINATION.**

17.1 **By Franchisee.** If you are in full compliance with this Agreement, then subject to the other provisions of this Agreement, including those in this Section 17.1, you may terminate this Agreement with sixty (60) days' prior written notice; provided, that, you must continue to pay your Membership Fees through your termination date, you acknowledge that you will not be entitled to any refunds of any Membership Fees or any other fees or amounts paid to us or our affiliates under this Agreement in connection with such termination, and provided you, your Implementer and any other of your owners provide a general release effective as of your termination date in the form set forth on Exhibit A attached hereto (or any other form required by or acceptable to us), in any case to the fullest extent allowed under applicable law, in favor of us and our affiliates, and our and our affiliates' respective members, owners, officers, directors, employees, consultants, advisors, agents, successors and assigns (in their corporate and individual capacities), for all claims arising out of or related to this Agreement or your Franchise.

17.2 **By Franchisor – Non-Curable Defaults.** We may, at any time, terminate this Agreement effective immediately upon written notice if you or your Implementer:

(a) are convicted by a trial court of, plead no contest or enter into a consent decree in connection with any violation of the rules or regulations of franchise laws, federal or state securities laws, or any felony or any other crime or offense that is likely to adversely affect your reputation, our reputation or otherwise involving any fraud or breach of trust, or to any crime or offense that may adversely affect the reputation of the goodwill associated with the Marks or the EOS Franchise System; or

(b) engage in any misconduct which unfavorably affects your reputation or that of your Implementer or the goodwill associated with the Marks or the EOS Franchise System (including, but not limited to, child abuse or other mistreatment, theft of Customer property, health or safety hazards, drug or alcohol problems, sexual harassment, discrimination or allowing unlawful activities or unauthorized or illegal items to be used or distributed in connection with the Franchise); or

(c) make any direct or indirect Transfer in violation of Section 15 of this Agreement;  
or

(d) become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; are adjudicated bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your Franchise or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); if you are dissolved; if execution is levied against your Franchise or property; if suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Franchise shall be sold after levy thereupon by any sheriff, marshal, or constable; or

(e) fail to timely and successfully complete Boot Camp or any other mandatory training; or

(f) fail to meet the Minimum Performance Requirements during the Measurement Period following completion of Remedial Training; or

(g) breach Section 16 of this Agreement; or

(h) knowingly fail to accurately report payments to us, any affiliate, and/or any supplier/creditor of ours or you commit any act or omission constituting fraud, misrepresentation or similar act or omission, whether with respect to us, any related entities and/or any third party; or

(i) default, on three (3) or more separate occasions within any term of your Franchise, on any of your material obligations to us or an affiliate, whether or not cured (including failure to adhere to any of our Core Values), and/or other third parties, the Operations Manual or otherwise;

(j) fail to commence operation of the Franchise within the time prescribed in Section 10.6 of this Agreement; or

(k) fail to pay any taxes when due; or

(l) make any misrepresentation on your franchise application or supporting documentation.

**17.3 By Franchisor – Curable Breaches.** The occurrence of any of the following events shall constitute a curable default under this Agreement. You may cure such default by taking appropriate remedial action within the prescribed time set forth below. Unless you cure such default before the end of the indicated remedial period, we may terminate this Agreement or take any other actions as this Agreement permits.

(a) You fail to timely remit the monthly Membership Fee under Section 4.2 hereof which is not cured within ten (10) days after written notice from us.

(b) You fail to remit any other payments immediately when due to us or our affiliates and fail to cure such breach within ten (10) days after written notice from us.

(c) You fail to remit any payments immediately when due to a supplier, vendor, broker, landlord, or other third party owed by the Franchise and fail to cure such breach within thirty (30) days after written notice from us.

(d) You make any unauthorized use of the Marks or you otherwise violate any of the provisions of Section 9 hereof which is not cured within five (5) business days of written notice from us.

(e) You breach Section 10.4 and fail to cure such breach within five (5) business days after written notice from us.

(f) You breach Section 10.11 and fail to cure such breach within fifteen (15) days after written notice from us.

(g) You breach any other obligation, covenant or representation under this Agreement (other than the non-curable defaults described in Section 17.2 above) and fail to remedy such breach within thirty (30) days after written notice from us specifying the breach alleged to have occurred and the action to be taken by you curing the same, whether or not such breach is outlined in the Operations Manual, including but not limited to your: (i) failure to operate the Franchise in accordance with the Operations Manual and/or other manuals, (ii) failure to conform to our Franchise System Standards, or failure in any

other way to maintain our standards of quality in the operation of the Franchise, or (iii) taking for your own personal use any assets or property of the Franchise.

17.4 **Cross Defaults, Non-Exclusive Remedies, Etc..** Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any affiliate of ours) and you (or any of your affiliates). Any default by you (or any person/company affiliated with you) under any other agreement, between us (or any of our affiliates) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our affiliates) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any loan agreement, security agreement, lease, supply or service agreement or otherwise, whether with us, any of our affiliates and/or any third party which is not cured by the time period specified in such agreement may be regarded as a default under this Agreement and/or any other agreement between us (or any of our affiliates) and you (or any of your affiliates). In each of the foregoing cases, we (and any of our affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

17.5 **Rights upon Default.**

(a) If you breach or default any provision of this Agreement, we may (but have no obligation to) take any action to cure the default on your behalf, without any liability to you. You shall reimburse us for our costs and expenses (including the allocation of any internal costs) for such action, plus up to 10% as an administrative fee.

(b) Except in the case of death or disability of your Implementer which is governed by Section 15.7 hereof, if we determine in our sole judgment that the operation of your Franchise is in jeopardy, or if you are in default under this Agreement, then, in addition to our other remedies, to the fullest extent permitted by applicable law and without waiving your obligations under this Agreement, we may discontinue sales of any products and provision of other services to you, including access to Base Camp other network components, until you cure the default. In addition, in order to prevent an interruption of the Franchise which would cause harm to the EOS Franchise System and thereby lessen its value, you authorize us to operate your Franchise for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement ("Step-In Rights"). In the event of the exercise of the Step-In Rights by us, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable fees and costs incurred as a consequence of our exercise of our Step-In Rights including wages and personnel costs which are payable on demand out of Franchised Business proceeds. Nothing contained herein shall prevent us from exercising any other right, which we may have under this Agreement, including, without limitation, termination.

17.6 **Obligations Upon Termination/Expiration.** Upon any expiration or termination of this Agreement for any reason, you must, at your cost and expense:

(a) immediately cease to use any of the Confidential Information, the Intellectual Property and the Marks;

(b) immediately return to us (or destroy upon our request) all of your copies of any materials containing any of the Confidential Information or any materials bearing the Intellectual Property or the Marks and all copies and records of the Lists and Client Data;

(c) upon our request, cooperate in assigning to us or to a person or entity designated by us any and all vendor agreements or sales or service contracts for the Products or the Services with Clients of your Franchise, which will be automatic at our option as a result of the termination or expiration;

(d) immediately cease all use of our Marks and Intellectual Property including any of our marketing materials and brochures and stop holding yourself out to the public as associated with us in any way including the removal of all trade dress;

(e) immediately terminate your access to our Computer Systems, any Required Technology, any E-Commerce activities we designate, and any other applicable EOS systems to which you had access as a franchisee, and immediately remove any Franchise related proprietary software from your computer(s);

(f) immediately pay us all unpaid fees and pay us, our affiliates, and our approved and designated suppliers and vendors, all other monies owed thereto; and

(g) comply with the post-termination covenants set forth in Section 16 hereof and elsewhere in this Agreement, all of which will survive the transfer, termination or expiration of this Agreement and cease any and all contact with Clients, suppliers, vendors, employees or our agents without our prior written consent.

Alternatively, we may elect in our sole discretion, to undertake the obligations set forth in subsections (a)-(f) above and charge you for our costs and expenses incurred therewith. You hereby appoint us as your duly appointed agent and attorney in fact with the absolute right (but not the obligation) to perform the acts specified in this Section at your sole cost and expense. The appointment of us as your agent and attorney in fact for the purposes set forth herein is declared and acknowledged to be coupled with an interest and is irrevocable. The grant of power of attorney herein shall include full powers of substitution.

**17.7 Right to Purchase Assets.** If (i) this Agreement expires or is terminated by either party for any reason whatsoever, (ii) you at any time cease to do business as an EOS Franchise, then we have the right, but not the obligation, to purchase your Franchise, including the then-usable supplies, inventory, and all other assets owned by you in your Franchise and to acquire your lease or other contract rights (hereinafter referred to in this provision as the "Franchise Assets") as determined by us in our sole discretion, at book value (cost less depreciation) without considering any value for goodwill associated with the name "EOS". We will have the right, but not the obligation, to purchase any or all of the Franchise Assets from you for cash within thirty (30) days after the event triggering this second right of first refusal occurs. Nothing in this provision may be construed to prohibit us from enforcing the terms and conditions of this Agreement, including the covenants not to compete contained in Section 16.

**18. NOTICES.** All notices, requests, consents and other communications required hereunder shall be in writing and shall be duly given if hand delivered and a signed receipt obtained, sent by registered or certified mail, postage prepaid, return receipt requested, sent by overnight express type service, or sent by electronic mail with confirmed delivery, addressed:

If to us:

EOS Worldwide Franchising, LLC  
Attn: Legal Department  
2254 Cole Street, Suite 130  
Birmingham, MI 48009  
[email to:legal@eosworldwide.com](mailto:legal@eosworldwide.com)

If to you:

To the address set forth on the signature page below.

In the alternative, notice shall be sent to such other address as you or we shall specify in a written notice given to the other party. Each such notice shall be deemed delivered (a) on the date delivered, if by personal delivery; (b) on the date delivered, if by overnight express type service; (c) on the date of transmission by email with confirmed delivery; and (d) on the first occurring of (i) three (3) business days after mailing, postage prepaid, or (ii) the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Any notice provided by email or other electronic method shall be confirmed by one of the delivery methods listed under subsection (a), (b), or (d) although this shall not affect the time notice is deemed given hereunder.

Notwithstanding anything to the contrary contained within this Section 18, any notices Franchisor is required or authorized to deliver to Franchisee in order to advise Franchisee of alleged violations of Franchisee's covenants or other agreements contained in this Agreement (but for the avoidance of doubt, a form of non-electronic delivery shall accompany any termination notices provided under this Agreement) shall be deemed to have been duly given or served upon Franchisee by Franchisor if provided by email (without any need for non-electronic delivery) to the email address provided on the signature page below; provided a copy of such email is also provided to the email address for the Franchisee's Implementer then on file, if different, which may be updated from time to time pursuant to the terms of this Section 18).

#### **19. BUSINESS ENTITY.**

You may, but are not required, to be a business organization (i.e., corporation, limited liability company or partnership) (a "Business Entity"). If you are a Business Entity, you agree and represent that:

(a) You have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(b) Unless waived by us in writing, such Business Entity is newly organized for purposes of operating the Franchised Business and in any case is in good standing in its state of formation;

(c) Unless waived by us in writing, you will only conduct the Franchised Business and no other business, and we may require that your organizational or governing documents will recite that you are such a special purpose entity organized only to conduct the Franchised Business, that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and that all certificates and other documents representing those ownership interests will bear a legend referring to the restrictions of this Agreement;

(d) There may only be one Implementer per Business Entity, and no employee or Personnel other than your designated Implementer may perform any Implementer Services;

(e) At our request, you will furnish true, correct and current copies of all documents and contracts, including any amendments thereto, governing the rights, obligations and powers of you and your agents (e.g., articles of incorporation or organization and partnership, operating or shareholder



agreements, as applicable), as well as those evidencing your good standing in the jurisdiction of formation (collectively, "Organizational Documents"), along with a certification in a form reasonably acceptable to us that the Organizational Documents you provide are true, correct and current copies in full force and effect and have not been amended other than as appearing therein.

## **20. DISPUTE RESOLUTION.**

20.1 **Governing Law.** Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 and the sections following it) or other federal law, this Agreement and the Franchise shall be enforced and governed by and under the substantive law of the State of Delaware, without regard to choice of law rules, unless otherwise provided herein.

20.2 **Jurisdiction.** Except as otherwise set forth herein, the exclusive venue and exclusive forum for all disputes between the parties shall be any court of general jurisdiction located in Delaware and/or the United States District Court for the District of Delaware, and the parties to this Agreement hereby waive any and all objections with regard to personal jurisdiction and/or venue.

20.3 **Internal Dispute Resolution.** Prior to the initiation of formal dispute resolution procedures, you must first attempt to resolve any dispute with us or our affiliates informally in accordance with the following internal dispute resolution procedure ("IDR"):

(a) You must notify us in writing of any dispute in accordance with Section 18;

(b) Your Implementer and a member of our management team with decision making authority will then meet as often, for a duration and as promptly as the parties deem necessary, to discuss the dispute and negotiate in good faith to resolve the dispute. The specific format for such discussions will be left to the discretion of the parties.

(c) Formal proceedings for the resolution of a dispute may not be commenced until the earlier of: (i) the good faith determination by either party that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) sixty (60) days following the date of your initial written notice to us.

This agreement to first attempt resolution of disputes internally through IDR will survive termination or expiration of this Agreement.

20.4 **Mediation.** At our sole discretion, any disputes and claims arising out of or relating to this Agreement, the rights and obligations of the parties hereto, third-party beneficiaries, and/or any guarantors and/or transferees of this Agreement, or any claims between any of the above parties, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement or that is in any way related to your Franchise, will be submitted to non-binding mediation conducted before a sole neutral mediator referred by the American Arbitration Association ("AAA") in accordance with its Commercial Mediation Procedures. Mediation will be conducted in Michigan. Franchisor and Franchisee shall each bear all of their own costs of mediation; provided, however, the fees of the mediator shall be divided equally between you and us. The mediator will be disqualified as a witness, expert or counsel for any party with respect to the dispute and any related matter. Mediation is a compromise negotiation and will constitute privileged communications under the law governing this Agreement. The entire mediation process will be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties will not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible will not be excluded from discovery or admission as a result of its use in the mediation. We will notify you of our election to submit any dispute to non-binding mediation within thirty (30) days of receiving written notice

of a dispute, claim, or alleged cause of action from you or at the time we provide you with notice of a dispute, claim, or alleged cause of action, as applicable.

20.5 **Arbitration.** At our sole discretion, any disputes and claims arising out of or relating to this Agreement, the rights and obligations of the parties hereto, third-party beneficiaries, and/or any guarantors and/or transferees of this Agreement, or any claims between any of the above parties, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement or that is in any way related to your Franchise, may be resolved by submission to binding arbitration by and before a neutral franchise attorney referred by AAA and selected by the parties in accordance with the then-existing Commercial Arbitration Rules of the AAA. All hearings and other proceedings will take place in Michigan. We will notify you of our election to submit any dispute to arbitration (i) within thirty (30) days of receiving written notice of a dispute, claim, or alleged cause of action from you; or (ii) within thirty (30) days of a non-binding mediation determination pursuant to Section 20.4 above; or (iii) at the time we provide you with notice of a dispute, claim, or alleged cause of action, as applicable.

(a) The following shall supplement and, in the event of a conflict with any law or rule, including but not limited to the AAA Commercial Arbitration Rules, shall govern any dispute submitted to arbitration. The parties shall select one (1) arbitrator from the proposed list of neutral arbitrators with requisite franchise expertise provided by the AAA. If the parties are unable to agree upon an arbitrator, each party to the dispute shall have fifteen (15) days from the transmittal date of the proposed list in which to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the process of submitting lists shall continue until a suitable arbitrator is selected. In all aspects of conducting the arbitration and in rendering his or her decision, the arbitrator shall enforce and apply the substantive laws of the State of Delaware for interpretation of this Agreement, without regard to choice of law rules. The parties may conduct one (1) seven-hour discovery deposition of a designated representative of the opposing party. Any party wishing to take such a deposition must describe with reasonable particularity, in the notice of deposition, the matters to be inquired into at the deposition, and the party producing the designated representative must designate one (1) or more officers, directors, or managing agents who consent to testify on its behalf. No other discovery depositions shall occur, unless the arbitrator finds such additional depositions to be necessary after written request and an opportunity to be heard. Each party shall be permitted up to ten (10) interrogatories and reasonable requests for production of documents. Each party shall be entitled to file a motion to dismiss, a motion for summary judgment and reasonable motions in limine. The arbitrator shall permit a responding party a reasonable period of time to respond in writing to any such motions. The arbitrator shall apply the Federal Rules of Evidence at the hearings. The arbitrator's award shall include an award of pre-hearing interest from the date upon which any damages were incurred, and from the date of the award until paid in full, at a rate to be fixed by the arbitrator, but in no event less than one and one-half percent (1.5%) per month, or part of a month (unless a lower rate is required by law). The prevailing party shall be entitled to recover from the non-prevailing party all costs of arbitration, including, without limitation, the arbitrator's fee, interest, and costs of investigation. In addition, the prevailing party shall be entitled to an award of its reasonable and necessary attorneys' fees. The arbitration hearings shall be completed within one hundred and fifty (150) days of the filing of the arbitration demand, unless the arbitrator, for good cause, must extend this deadline.

(b) The arbitrator shall have no authority to amend or modify the terms of the Agreement. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been

determined in another proceeding between the parties. Judgment upon the award of the arbitrator shall be submitted for confirmation to the United States District Court for the District of Delaware or any other court of general jurisdiction located in Delaware and, if confirmed, may be subsequently entered and/or docketed, including as a judgment, in any court having competent jurisdiction. Similarly, any appeals from and/or relating to any arbitration which may be brought in accordance with this Section 20.5 shall be heard before the United States District Court for the District of Delaware, or any other court of general jurisdiction located in Delaware.

(c) The arbitration provisions of this Agreement shall survive any termination or expiration of this Agreement.

20.6 **Injunctive Relief.** Nothing contained in this Agreement shall prevent us from applying to and/or obtaining, from any court having competent jurisdiction, a writ of attachment, injunctive relief, including without limitation a temporary injunction or preliminary injunction, and/or other emergency relief available to safeguard and protect our interests. We are entitled to seek this relief without the posting of any bond or security and, if a bond is nevertheless required by a court of competent jurisdiction, the parties expressly agree that the sum of One Thousand Dollars (\$1,000) is a sufficient bond.

20.7 **Third Party Beneficiaries.** Our affiliates, and the Brand Fund (as applicable) and their respective officers, directors, members, agents, representatives, affiliates, and/or employees are express third party beneficiaries of the provisions of this Agreement, including the mediation and arbitration provision set forth in this Section 20, each having authority to specifically enforce the right to mediate/arbitrate/litigate claims asserted against such person(s) by you or asserted in relation to this Agreement.

20.8 **Prior Notice of Claims.** As a condition precedent to commencing an action for damages or for our violation or breach of this Agreement, you must notify us within ninety (90) days after the occurrence of the violation or breach, and failure to timely give such notice will preclude any claim for damages.

20.9 **Cumulative Remedies.** The remedies available to any party if the other party breaches this Agreement are cumulative. The exercise of any remedy will not limit any other remedies that may be available. Both parties will also be entitled to any and all remedies available under applicable law.

20.10 **Waiver of Punitive Damages.** WITHOUT LIMITING YOUR OBLIGATIONS TO INDEMNIFY US PURSUANT TO THIS AGREEMENT, BOTH PARTIES EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO, OR CLAIM OF, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. YOU AND WE ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS AND ANY OTHER DAMAGES AWARD SPECIFICALLY REFERENCED IN THIS AGREEMENT.

20.11 **Limitations of Claims.** ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN AND/OR AMONG YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN ONE (1) YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) INDEMNIFICATION; OR (B) UNAUTHORIZED USE OF THE MARKS, INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.

20.12 **Waiver of Jury Trial.** BOTH PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.

20.13 **Waiver of Class Actions.** Each of the parties hereby irrevocably waives the right to litigate on a class action basis, in any action, proceeding, or counterclaim, whether at law or in equity, brought by any party.

20.14 **Arbitration/Litigation Expenses.** In any action or dispute, at law or in equity, that may arise under or otherwise relate to the terms of this Agreement, the prevailing party shall be entitled to full reimbursement of its arbitration or litigation expenses from the other party. Litigation or arbitration expenses include reasonable attorneys' fees, arbitrator's fee, defense costs, witness fees including expert witness fees and costs and other related expenses including paralegal fees, administrative costs, investigative costs, court reporter fees, sales and use taxes, if any, travel and lodging expenses, court or arbitration costs, and all other charges billed by the attorneys to the prevailing party. Reimbursement is due within thirty (30) days of written notice of an award or other notice of the expenses due. If we engage legal counsel for your failure to pay when due any monies owed under this Agreement or to submit when due any reports, information or supporting records, or for any failure otherwise to comply with this Agreement, you must reimburse us on demand for all of the above-listed expenses we incur.

## 21. **MISCELLANEOUS.**

21.1 **Severability.** If any of the provisions of this Agreement are held invalid for any reason, then that provision shall be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and if an unenforceable provision is modified or disregarded, then the rest of this Agreement will not be affected and will remain in full force and effect in accordance with its terms; provided, however, if we determine that a finding of invalidity adversely affects the basic consideration of this Agreement, we have the right to, at our option, terminate this Agreement.

21.2 **Waivers.** Waiver of any provision of this Agreement will not be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure by either party to insist upon strict performance of any provision will not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same provision at any other time, or any other provision of this Agreement.

21.3 **Entire Agreement.** This Agreement, including any schedules, amendments, addenda, and exhibits comprise the entire Agreement between the parties relating to its subject matter, and supersedes all prior agreements, proposals, representations and commitments, oral or otherwise; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. This Agreement may only be amended by an instrument signed by the authorized officers of both parties.

21.4 **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

21.5 **Timing.** Time is of the essence of this Agreement. However, whenever the time for the performance of any action or condition contained in this Agreement falls on a Saturday, Sunday or legal holiday, such time will be extended to the next business date. Indications of time of day mean time in Delaware.

21.6 **Multi-State Addendum.** Attached as Exhibit D to this Agreement (the "Multi-State Addenda") and incorporated herein by reference, as applicable, are additional terms and conditions applicable to franchisees based in certain states within the United States of America. Each provision of the Multi-State Addenda shall be effective only to the extent that the jurisdictional requirements of the

applicable state law are met independent of the Multi-State Addenda. To the extent the Multi-State Addenda shall be deemed to be inconsistent with any terms or conditions of this Agreement (including its exhibits or attachments thereto [other than the applicable Multi-State Addenda]), the terms of the Multi-State Addenda shall control. When you sign this Agreement, we may ask that you also sign your state's Multi-State Addendum, if applicable.

21.7 **Construction.** The headings of sections are for convenience only and do not define, limit or construe the contents of such sections. All words used in this Agreement, regardless of the number or gender in which they are used, will be construed to include any other number, singular or plural, in any other gender, masculine, feminine or neuter, as the context of this Agreement may require. All fees and charges payable under this Agreement are expressed in US Dollars.

21.8 **Further Assurances.** Franchisor and Franchisee will each execute and deliver, or cause the execution and delivery of, such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

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

21.10 **Survival.** All obligations under this Agreement (whether yours or ours) which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect after and notwithstanding the expiration or termination of this Agreement until such provisions are satisfied in full or by their nature expire.

21.11 **Notice of Potential Franchisor and Affiliate Profit.** You acknowledge that we and our affiliates will make available to you products and/or services for use in the Franchised Business on terms which we and our affiliates will make a profit. We further advise you that we and our affiliates periodically may receive consideration from suppliers and manufacturers respecting sales of products or services to you or in consideration for services provided or rights granted or licensed to suppliers or manufacturers. Therefore, you acknowledge that we and our affiliates are entitled to retain such profits and/or consideration to the fullest extent permitted by applicable law.

21.12 **Interpretation.**

(a) Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the EOS Franchise System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations set forth in this Agreement.

(b) Subject to applicable law, whenever in this Agreement we are permitted or required to act, make a decision or determination, or provide an approval or consent (i) in our "good faith determination", "good faith discretion", "determination in good faith", "reasonable determination", "reasonable discretion", "acting reasonably" or under another express reasonableness type standard, then

we will act under such standard exercising our reasonable business judgment; and (ii) in our “determination”, “sole determination”, “discretion” or “sole discretion”, then we make decisions in our sole determination considering such interests and factors as we deem appropriate. Our decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the EOS Franchise System generally even if the decision or action also promotes our interests. In either case, we may make determinations or exercise our discretion differently due to varying circumstances.

(c) Each of the parties agrees that they have been or have had the opportunity to have been represented by their own counsel throughout the negotiations and at the signing of this Agreement and all of the other documents signed incidental to this Agreement. None of the parties can, while this Agreement is effective or after its termination or expiration, assert that any provisions of this Agreement or any of the other documents should be construed against the drafter of this Agreement or any of the other documents.

(d) Definitions for defined terms used in this Agreement are set forth throughout this Agreement. In this Agreement, unless a clear contrary intention appears: (i) the singular number includes the plural number and vice versa; (ii) reference to any person includes such person’s heirs, successors and assigns but, if applicable, only if such heirs, successors and assigns are not prohibited by this Agreement, and reference to a person in a particular capacity includes such person in any other applicable capacity or individually; (iii) reference to any gender includes each other gender; (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (v) reference to any law, means such law, as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any law means that provision of such law, from time to time, in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision; (vi) “hereunder,” “hereof,” “hereto,” “herein” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision of this Agreement; (vii) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; (viii) “or” is used in the inclusive sense of “and/or”; (ix) with respect to the determination of any period of time, “from” means “from and including” and “to” means “to but excluding”; (x) references to a governmental authority also refer to any regulatory body that succeeds the function of such authority; (xi) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; and (xii) references to any right under this Agreement which a party “may” exercise shall imply that such party shall in no way be deemed obligated to exercise such right.

(e) The parties agree that this Agreement is drafted in the English language. Each party accepts and approves the English version of the Agreement signed by all parties as controlling in any dispute among the parties arising from or related to the Agreement.

21.13 **Acknowledgment.** You acknowledge and represent that:

We have made no promise or representation to you as to the renewal of this Agreement or the grant of a new franchise after the end of the Initial Term set forth in Section 2 hereof. INITIAL HERE:  
\_\_\_\_\_

This Agreement and our Franchise Disclosure Document, or “FDD”, have been in your possession for at least fourteen (14) days before you signed this Agreement and before your payment of any monies to us, INITIAL HERE:

refundable or otherwise, and that any unilateral, material changes to this Agreement were memorialized in writing in this Agreement for at least seven (7) days before you signed this Agreement, or as otherwise required by state law.

\_\_\_\_\_

(a) You have read and understand this Agreement and our Franchise Disclosure Document; (b) We have advised you to consult with your own attorneys, accountants, or other advisers about the potential benefits and risks of entering into this Agreement; (c) You have had ample opportunity to consult with advisors of your own choosing; and (d) Our attorneys have not advised or represented you with respect to this Agreement or the relationship created hereby.

INITIAL HERE:

\_\_\_\_\_

You have conducted an independent investigation of the business contemplated by this Agreement, and you acknowledge that, like any other business, an investment in the Franchised Business involves unavoidable business risks. You acknowledge that the success of the Franchised Business is primarily dependent upon the business abilities and efforts of you and your Implementer and Personnel.

INITIAL HERE:

\_\_\_\_\_

You have not received any representation, warranty or guarantee, express or implied, from us or any of our officers, directors, shareholders, employees, or agents, as to the potential revenues, income, profits, volume, or success of the business venture contemplated by this Agreement. You acknowledge that you have read this Agreement and our Franchise Disclosure Document, and that you have no knowledge of any representation by us or any of our officers, directors, shareholders, employees, or agents that are contrary to the statements made in our Franchise Disclosure Document or contrary to the terms hereof. We expressly disclaim the making of any warranty, guarantee, or representations of this type.

INITIAL HERE:

\_\_\_\_\_

The restrictive covenants in Section 16 of this Franchise Agreement are fair and reasonable, and will not impose any undue hardship on you or your owners, since you and your owners have other considerable skills, experience, and education that afford you and your owners the opportunity to derive income from other endeavors.

INITIAL HERE:

\_\_\_\_\_

This Agreement, the documents referred to herein, the attachments hereto, and other agreements signed concurrently with this Agreement, if any, constitute the entire, full and complete agreement and understanding between us and you and supersede any and all prior agreements, no other representations, promises, warranties or agreements have induced you to execute this Agreement. You further acknowledge and agree that there are no oral or written representations, promises, assurances, warranties, covenants, "side-deals", rights of first refusal, options or understandings other than those expressly contained in this Agreement. This Agreement terminates and supersedes any prior agreement between the parties concerning the same subject matter, and any oral or written

INITIAL HERE:

\_\_\_\_\_

representations, including those that are inconsistent with the terms of this Agreement or our Franchise Disclosure Document.

Other franchisees of ours have or will be granted franchises at different times and in different situations, and that the provisions of such franchises may vary from those contained in this Agreement.

INITIAL HERE:

\_\_\_\_\_

You acknowledge that neither we nor any of our officers, directors, shareholders, employees, or agents have made any representation that: (a) we may purchase any or all products made, produced, fabricated, or modified by you; (b) we guarantee that you will derive income from the Franchised Business that will exceed the Initial Franchise Fee; (c) we guarantee that we will refund all or part of the Initial Franchise Fee or any other fees or amounts if you are not satisfied with the Franchise; or (d) we will provide a sales program or marketing program that will enable you to derive income from the Franchised Business that exceeds the Initial Franchise Fee.

INITIAL HERE:

\_\_\_\_\_

[Signatures on Following Page]



IN WITNESS WHEREOF, the parties hereto have duly signed this Agreement to be effective as of the Effective Date.

If a Business Entity

**FRANCHISEE:**

\_\_\_\_\_

(Print Name of Business Entity)

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

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

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

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

**FRANCHISOR:**

**EOS WORLDWIDE FRANCHISING, LLC**

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

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

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

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

*or*

If an individual

Signed: \_\_\_\_\_

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

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

**NOTE: FOR THE STATE OF OHIO, FRANCHISOR WILL INCLUDE NOTICE OF CANCELLATION LANGUAGE AS PROVIDED IN THE OHIO STATE ADDENDUM, ATTACHED AS EXHIBIT D.**

**NOTE: FOR MINNESOTA, WASHINGTON AND MARYLAND FRANCHISEES, FRANCHISOR AND FRANCHISEE NEED TO SIGN STATE ADDENDUM, AS APPLICABLE, ATTACHED AS EXHIBIT D.**

**Franchisee Notice Information (for Section 18)**

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Exhibit A**  
**General Release**

This General Release (the “Release”) is made by each of the undersigned (each, a “Releasor”) for the benefit of and in favor of EOS Worldwide Franchising, LLC, a Delaware limited liability company (the “Franchisor”), its affiliates and each of the other Released Parties (defined below).

RECITALS

**WHEREAS**, Releasor is an EOS Franchisee or owner of an EOS Franchise (the “Franchise”) under that Franchise Agreement dated \_\_\_\_\_, as it may have been amended (the “Franchise Agreement”);

**WHEREAS**, Releasor desires to (check one), in accordance with the Franchise Agreement:

- Transfer the Franchise Agreement or an ownership interest in the pursuant to Section 15 of the Franchise Agreement Franchise (as applicable, a “Transfer”);
- Renew the Franchised Agreement pursuant to Section 2.3 of the Franchise Agreement (“Renewal”); or
- Terminate the Franchise Agreement pursuant to Section 17.1 of the Franchise Agreement (“Termination”); and

**WHEREAS**, all capitalized terms not defined in this Release shall have the meaning given to them in the Franchise Agreement.

**NOW, THEREFORE**, in consideration of the consent by Franchisor to the proposed Transfer or Renewal, or acceptance by Franchisor of a notice of Termination, as applicable, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

(1) Releasor hereby, to the fullest extent permitted by applicable law, absolutely and forever releases and discharges Franchisor from any and all claims, demands, damages, debts, liabilities, accounts, costs, expenses, liens, losses, charges, actions, suits, proceedings and causes of action of every kind and nature whatsoever (collectively, the “Released Matters”), whether now known or unknown, suspected or unsuspected, which Releasor now has, owns or holds, or at any time heretofore ever had, owned or held, or could, shall or may hereafter have, own or hold, pertaining to, arising out of or in connection with the Franchise Agreement, any related agreements or the franchisor-franchisee relationship in connection therewith or the operation of the Franchise, including, without limitation, claims arising under federal, state, international and local laws, rules and ordinances.

(2) Releasor hereby understands and agrees that this Release shall extend to and be binding upon any and all of Releasor’s attorneys, officers, members, directors, owners, employees, agents, representatives, heirs, spouses, estate executors, administrators, successors, affiliates, associates and assigns, and their respective insurers and underwriters. If more than one party shall execute this Release, the term “Releasor” shall mean all parties executing this Release, and all parties shall be bound by its terms.

(3) Releasor hereby understands and agrees that this Release shall extend to and inure to the benefit of Franchisor, its affiliates, and each of Franchisor’s and its affiliates’ shareholders, members, managers, attorneys, officers, directors, owners, employees, agents, representatives, legal representatives, successors, affiliates, associates and assigns, and its and their respective insurers and underwriters (parent

and affiliated entities), and its and their officers, directors, shareholders, members, managers, employees, representatives and agents (whether acting in an agency capacity or in their individual capacities), and their respective heirs, successors, beneficiaries and assigns, as applicable, each of whom is intended as a beneficiary of this Release (collectively, with Franchisor, the “Released Parties”).

(4) For California Residents Only - Releasor expressly waives and relinquishes any and all released claims and likewise waives to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides:

“GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

(5) Releasor hereby understands and agrees that this Release supersedes any prior agreement, oral or written, with respect to its subject matter. Releasor further understands and agrees that no representations, warranties, agreements or covenants have been made with respect to this Release, other than those set forth in this Release, and that in executing this Release, Releasor is not relying upon any representations, warranties, agreements or covenants not set forth in this Release.

(6) Releasor covenants not to sue or to assert, prosecute or maintain, directly or indirectly, in any form, any claim or cause of action against any Released Party with respect to any matter, cause, omission, act, or thing whatsoever, occurring in whole or in part on or at any time prior to the date of this Release, and which is subject to such release provided for in this Release.

(7) Releasor represents and warrants that Releasor has not filed nor made any claims, charges, complaints, or actions of any type, whether legal, equitable, or administrative, against any Released Party.

This Release and all acts and transactions under it shall in all respects be interpreted, enforced and governed by the internal laws of the State of Delaware.

If the releases provided herein are inconsistent with applicable law, including, as provided in the Multi-State Addenda set forth in Exhibit D of the Franchise Agreement, then you agree to execute a release of comparable scope that is legal and enforceable.

This Release may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures Appear on Following Page]

**IN WITNESS WHEREOF**, the undersigned hereto have executed this Release effective as of the date below.

**RELEASOR(S)**

**FRANCHISEE:**

\_\_\_\_\_  
(Print Name of Business Entity)

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_  
(Print Name if an Individual)

Signed: \_\_\_\_\_

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

**FRANCHISEE OWNERS, INDIVIDUALLY:**

*(add additional pages if necessary)*

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

Signed: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

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

**RECEIVED:**

**EOS WORLDWIDE FRANCHISING, LLC**

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

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

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

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

**Exhibit B**  
**Personal Guaranty**

This Personal Guaranty (this “Guaranty”) must be signed by the Implementer (referred to as “you”, “your”, or “Guarantor” for purposes of this Guaranty only) of \_\_\_\_\_ (the “Franchisee”) under the Franchise Agreement dated \_\_\_\_\_ (the “Franchise Agreement”) with EOS Worldwide Franchising, LLC (“us,” or “our” or “we”). Terms not defined herein shall have the meaning set forth in the Franchise Agreement.

1. **Scope of Guaranty.** In consideration of and as an inducement to our signing the Franchise Agreement and providing the Franchisee with a Franchise, you personally and unconditionally, jointly and severally with Franchisee and any other guarantors of Franchisee under the Franchise Agreement: (a) guarantee to us and our successors and assigns that Franchisee will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement; and (b) agree to be personally bound by (in the same manner as if you were the named franchisee thereunder), and personally liable for the breach of by Franchisee, each and every provision in the Franchise Agreement.
2. **Representations.** You represent to us as follows: (a) you have the capacity to enter into, perform and deliver this Guaranty; (b) this Guaranty constitutes the legal, valid, binding and enforceable obligations of you; and (c) you have independent means of obtaining reports and financial information about Franchisee, and we have no obligation, either prior to the execution of this Guaranty or any time thereafter, to notify you concerning Franchisee’s financial condition or of any event or occurrence affecting Franchisee’s financial condition or business operation.
3. **Waivers.** You waive: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against Franchisee or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against Franchisee arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.
4. **Consents and Agreements.** You consent and agree that: (a) your direct and immediate liability under this Guaranty is joint and several; (b) you must render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Franchise Agreement and, for obligations surviving the termination, expiration or renewal of the Franchise Agreement, after their termination, expiration or renewal.
5. **Enforcement Costs.** If we are required to enforce this Guaranty in any judicial proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants’, attorneys’, attorneys’ assistants’, mediators’, arbitrators’ and expert witness’ fees, costs of investigation and proof of facts, court costs, filing fees, other litigation expenses and travel

and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

6. **Effectiveness.** Your obligations under this Guaranty are effective on and from the Franchise Agreement Effective Date, regardless of the actual date of signature.
7. **Governing Law.** This Guaranty shall be deemed to have been made in and governed by the laws of the State of Delaware, which laws shall prevail in the event of any conflict of law.
8. **Internal Dispute Resolution.** You must first bring any claim or dispute arising out of or relating to the Franchise Agreements or this Guaranty in accordance with internal dispute resolution procedure before set forth in the Franchise Agreement, and agree to exhaust the internal dispute resolution procedure before bringing any dispute before a third party. This agreement to engage in internal dispute resolution first shall survive the termination or expiration of this Guaranty.
9. **Dispute Resolution.** At our option, all claims or disputes between you and us arising out of, or in any way relating to, this Guaranty or the Franchise Agreement or any other agreement by and between you and us, or any of the parties' respective rights and obligations arising from such agreements must be submitted first to mediation and/or arbitration as set forth in the Franchise Agreement. This agreement to mediate and arbitrate at our option shall survive the termination or expiration of this Guaranty.
10. **Third Party Beneficiaries.** Our affiliates, and our and our affiliates' officers, directors, owners, members, agents, representatives, affiliates, and/or employees are express third party beneficiaries of the Franchise Agreement and this Guaranty, and the mediation and arbitration provisions incorporated by reference herein, each having authority to specifically enforce the right to mediate and arbitrate claims asserted against such person(s) by you.
11. **Injunctive Relief.** Nothing contained in this Guaranty shall prevent us from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect our interest prior to the filing of any mediation proceeding or pending the arbitration or handing down of a decision or award pursuant to any mediation or arbitration conducted hereunder.
12. **Jurisdiction and Venue.** With respect to any proceeding not subject to mediation or arbitration, the parties expressly agree to submit to the jurisdiction and venue of any court of general jurisdiction in Delaware and the jurisdiction and venue of the United States District Court for the District of Delaware.
13. **Jury Trial Waiver.** YOU HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS GUARANTY OR THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY, AND/OR FRANCHISEE'S FROM US OF THE FRANCHISE.
14. **Waiver of Punitive Damages.** You waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary, and agree that in the event of a dispute, your recovery shall be limited to actual damages. If any other term of this Guaranty is found or determined to be unconscionable or unenforceable, for any reason, the foregoing provisions shall continue in full

force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

15. **Waiver of Class Actions.** You hereby irrevocably waive the right to litigate on a class action basis, in any action, proceeding, or counterclaim, whether at law or in equity, brought by any party.
16. **Limitation on Action.** You agree that no cause of action arising out of or under this Guaranty or any of the Franchise Agreement may be maintained by you unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against the us, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.
17. **Counterparts.** This Guaranty may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

You hereby sign and deliver this Guaranty effective as of the date of the Franchise Agreement regardless of the actual date of signature.

**PERCENTAGE OF OWNERSHIP  
INTEREST IN FRANCHISEE**

**GUARANTOR:**

PERCENTAGE \_\_\_\_\_ %

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Guarantor Notice Information**

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_



**Exhibit C**  
**Confidentiality and Non-Solicitation Agreement**

I acknowledge that I may receive access to certain manuals, information and other materials designated for use by EOS Worldwide Franchising, LLC (“Franchisor”, and collectively with Franchisor’s affiliates, “EOS”) in connection with my association with the franchisee identified on my signature page below (“Franchisee”). Accordingly, by signing below:

Non-Solicitation: I agree that during my association with Franchisee or the EOS franchise system and for one (1) year immediately thereafter, I will not directly or indirectly (in any capacity, on my own account or as an owner, partner, associate, agent, consultant, licensor, licensee, advisor, employee, independent contractor, member, stockholder, officer or otherwise of another):

- (a) Solicit any EOS clients or franchisees to a competing business;
- (b) Induce or attempt to induce, or solicit or attempt to solicit, any of EOS’s or any other EOS franchisee’s strategic partners, clients, referral sources or brokers, to accept an affiliation with me for non-EOS purposes.
- (c) Solicit, divert, contact, take away or interfere with any EOS business, franchisees, Clients, referral sources, brokers, insurers, suppliers, employees, trade or patronage with whom EOS (or EOS’s affiliates or franchisees) do business or whom I know EOS (or any EOS affiliate or franchisee) has contacted or solicited for business relationships;
- (d) Perform or contribute to any other act injurious or prejudicial to the goodwill associated with EOS or its trademarks, trade names or other intellectual property. For purposes of this Agreement, the term “competing business” shall mean any business that, directly or indirectly, anywhere in the world (i) owns, operates, or otherwise carries on a non-EOS business operating system, (ii) provides training materials, resources, or support for any non-EOS business operating system, (iii) provides outsourced entrepreneurial training, coaching, or facilitation type services or products similar to those provided by EOS or any EOS franchisee or implementer, and/or (iv) otherwise competes with EOS, its affiliates or the EOS franchise system (including through franchising) in general, as such businesses have been conducted, are proposed to be conducted or are being conducted, in each case, during the period of my association with Franchisee, and the term “competitor” shall mean any person or entity located anywhere in the world which (i) owns, operates, or otherwise engages in a competing business, or (ii) provides training materials, resources, or support for any competing business.

Confidentiality and Non-Disparagement: In addition to the above, I agree to at all times during and after this Agreement:

- (i) Except as expressly permitted by Franchisee’s franchise agreement, not take any action or make any statement, either directly or indirectly, including through social media, the effect of which would be to directly or indirectly impair EOS’s rights to its intellectual property or the goodwill of EOS or the EOS franchise system, or be materially detrimental to EOS or any EOS franchisee or their respective EOS franchises, including, but not limited to, any action or statement intended, directly or indirectly, to benefit any competitor; and
- (ii) treat as confidential all manuals and materials designated for use by EOS with the EOS business (including without limitation the EOS Operations Manual), and such other information as EOS or the Franchisee may deem from time to time for confidential use with the EOS business (as well as all trade secrets and confidential information, knowledge and know-how concerning

the operation of the Franchisee's EOS franchised business that may be imparted to, or acquired by, me from time to time in connection with my relationship with EOS and/or the Franchisee), and shall use all reasonable efforts to keep such information confidential.

I acknowledge that the unauthorized use or disclosure of such confidential information (and trade secrets, if any) will cause incalculable and irreparable injury to EOS and the Franchisee. I accordingly agree that I shall not, at any time, without EOS ***and*** the Franchisee's prior written consent, disclose, use or permit the use (except as may be required by applicable law or authorized by this Agreement) of such information, in whole or part, or otherwise make the same available to any unauthorized person or entity. Any and all information, knowledge and know-how not generally known about EOS's business and franchise system standards and such other information or material as EOS or the Franchisee may designate as confidential, shall be deemed confidential for purposes of this Agreement.

Because of my responsibilities and access to confidential or proprietary information of EOS and the Franchisee, I acknowledge that each of my obligations in this Agreement are reasonable and necessary to protect the Franchisee's and EOS's legitimate business interests. I understand that breaking any of my promises or obligations will irreparably and continually damage the Franchisee and EOS for which money damages may not be adequate.

Equitable Relief: Consequently, if I violate any of my promises in this Agreement, or EOS and/or the Franchisee has reason to believe that I am about to violate this Agreement, without limitation to other available remedies, EOS and Franchisee will each be entitled to: (1) seek a preliminary or permanent injunction to prevent the continuing harm to EOS (and/or any of its franchisees) and/or the Franchisee, and (2) money damages insofar as they can be determined. I acknowledge that any injunction ordering me to stop any activities that may violate this Agreement will not prevent me from earning a living. I will pay EOS and the Franchisee their costs and expenses resulting from any enforcement of this Agreement resulting from my violation of the terms hereof, including reasonable attorney fees.

General: If any court determines that any of the covenants set forth in this Agreement, or any part thereof, is unenforceable because of the duration or geographic scope of such provision, such court shall have the power to reduce the duration or scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable. This Agreement shall be enforced and governed by and under the substantive law of the State of Delaware, without regard to choice of law rules, unless otherwise provided herein.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., [www.docuSign.com](http://www.docuSign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Signature: \_\_\_\_\_

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

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

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

Name of Franchisee: \_\_\_\_\_

RECEIVED:

EOS WORLDWIDE FRANCHISING, LLC

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

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

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

**Exhibit D**  
**Multi-State Addenda**

**FOR THE STATE OF CALIFORNIA**

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for EOS Worldwide Franchising, LLC is amended as follows:

1. Termination and Non-Renewal. The California Franchise Relations Act and the California Franchise Relations Act, Cal. Bus. And Prof. Code provide rights to franchisees concerning termination or non-renewal of a franchise agreement that may supersede provisions in the Franchise Agreement, specifically those in Sections 2.3 and 17.2.
2. Bankruptcy. Section 17.2(d), which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).
3. Restrictive Covenants. The Franchise Agreement contains a covenant not to compete or interfere which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
4. Governing Law and Venue. The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law. The Franchise Agreement requires application of the laws of a state other than California. This provision might also not be enforceable under California law.
5. Arbitration. Sections 20.4 and 20.5 of the Franchise Agreement may require you to mediate or submit to binding arbitration. The mediation and arbitration will occur at the forum indicated in Sections 20.4 and 20.5 with the costs of arbitration being borne by the non-prevailing party. Prospective franchisees are encouraged to consult with legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

**FOR THE STATE OF CONNECTICUT**

If Franchisor fails to deliver the products or supplies or fails to render the services necessary to begin substantial operation of the Franchised Business within forty-five days of the delivery date stated in the Franchise Agreement, you may notify Franchisor in writing and demand that Franchise Agreement be cancelled. Further, any provision of the Franchise Agreement which limits your right to a refund shall be qualified by the foregoing in the event you exercise this right to cancel the Franchise Agreement.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

## **FOR THE STATE OF HAWAII**

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E et seq., the Franchise Agreement for EOS Worldwide Franchising, LLC is amended as follows:

1. Termination; Non-Renewal and Transfers. The Hawaii Franchise Investment Law provides rights to Franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Agreement, and more specifically Sections 2.3 and 17, contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law shall control.
2. General Release. Sections 2.3 and 15.5(f) require Franchisee to sign a general release as a condition of renewal or transfer of the franchise and Section 17.1 requires Franchisee to sign a general release as a condition to exercising its right to terminate the Franchise Agreement; each such release shall exclude claims arising under the Hawaii Franchise Investment Law.
3. Bankruptcy. Section 17.2(d), which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

## **FOR THE STATE OF IDAHO**

In recognition of the requirements of the Idaho Code, Title 29, Chapter 1, Section 29-110 (Limitations on Right to Sue – Franchise Agreement), the Franchise Agreement for EOS Worldwide Franchising, LLC is amended as follows:

1. Jurisdiction and Venue. Notwithstanding any provision in the Franchise Agreement to the contrary, in the event Franchisee is a business entity organized under the laws of the state of Idaho or is an individual resident of Idaho, jurisdiction and venue for court litigations shall be in Idaho, and any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State of Idaho is void.
2. Limitations of Claims. Notwithstanding any provision in the Franchise Agreement to the contrary, in the event Franchisee is a business entity organized under the laws of the state of Idaho or is an individual resident of Idaho, any provision in the Franchise Agreement which limits the time frame in which either party may enforce its rights is void.
3. No Limitations on Rights. Notwithstanding any provision in the Franchise Agreement to the contrary, in the event Franchisee is a business entity organized under the laws of the state of Idaho or is an individual resident of Idaho, any provision in the Franchise Agreement which restricts either party from enforcing its rights under this Agreement by the usual proceedings in ordinary tribunals is void.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

## **FOR THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act, the Franchise Agreement for EOS Worldwide Franchising, LLC is amended as follows:

1. **General Release.** No general release shall be required as a condition of renewal, transfer or termination that is intended to require Franchisee to waive compliance with the Illinois Franchise Disclosure Act, 815 ILCS 705.
2. **Governing Law.** Section 20.1 of the Franchise Agreement is amended to provide that any provision that designates governing law to be other than Illinois is void under the Illinois Franchise Disclosure Act of 1987.
3. **Jurisdiction and Venue.** In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Franchise Agreement may provide for arbitration or mediation to take place outside of Illinois.
4. **Termination and Non-Renewal.** The conditions under which the Franchise Agreement can be terminated and Franchisee's rights upon termination or non-renewal, as well as the application by which Franchisee must bring any claims, may be governed by the Illinois Franchise Disclosure Act, 815 ILCS 705/19 and 705/20.
5. **No Limitations on Rights.** In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.
6. **Limitations of Claims.** No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after Franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or ninety (90) days after delivery to Franchisee of a written notice disclosing the violation, whichever shall first expire.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

## **FOR THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, IC 23-2.2.7 and the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement for EOS Worldwide Franchising, LLC is amended as follows:

1. **Governing Law.** The laws of the State of Indiana supersede any provision of the Franchise Agreement or Delaware Law if such provisions are in conflict with Indiana law. The Franchise Agreement will be governed by Indiana law.

2. General Release. Sections 2.3 and 15.5(f) require Franchisee to sign a general release as a condition of renewal or transfer of the franchise and Section 17.1 requires Franchisee to sign a general release as a condition to exercising its right to terminate the Franchise Agreement; such release shall exclude claims arising under the Indiana Deceptive Franchise Practices Law or the Indiana Franchise Disclosure Law.

3. Termination. Section 17 of the Franchise Agreement is amended to prohibit unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

4. Franchisee Indemnification. The Franchise Agreement is amended to provide that Franchisee shall not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products that were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.

5. Governing Law. Section 20.1 of the Franchise Agreement is amended to provide that in the event of a conflict of law, the Indiana Franchise Disclosure Law, IC 23-2-2.5, and the Indiana Deceptive Franchise Practices Law will prevail.

6. Jurisdiction and Venue. The Franchise Agreement is amended to provide that Franchisee may commence litigation in Indiana for any cause of action under Indiana law. Choice of forum for litigation will not be limited to the State of Delaware.

7. Arbitration. The Franchise Agreement is amended to provide that arbitration between Franchisor and Franchisee shall be conducted in Indiana or a site mutually agreed upon.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

#### **FOR THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Franchise Agreement for EOS Worldwide Franchising, LLC is amended as follows:

1. General Release. Sections 2.3 and 15.5(f) require Franchisee to sign a general release as a condition of renewal or transfer of the franchise and Section 17.1 requires Franchisee to sign a general release as a condition to exercising its right to terminate the Franchise Agreement; such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Dispute Resolution. The following language is added to Section 20 of the Franchise Agreement:

“Franchisee may bring a lawsuit in Maryland for claims arising out of the Maryland Franchise Registration and Disclosure Law. All claims arising under the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg., Sections 14-201 through 14-233) shall be commenced within three (3) years after the grant of the franchise.”

3. Bankruptcy. Section 17.2(d), which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq).

4. Governing Law. The Franchise Agreement requires that the Franchise be governed by the laws of the State of Delaware; however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.

5. Jurisdiction and Venue. The Franchise Agreement requires litigation to be conducted in the State of Delaware; the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

6. Arbitration. The Franchise Agreement requires arbitration to be conducted in the State of Michigan; the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

7. Limitations of Claims. Any Section of the Franchise Agreement or any questionnaire requiring Franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing the Franchise 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. Any claims arising under the Maryland Franchise Registration and Disclosure Law may be brought within three (3) years after the grant of the Franchise.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

**FOR MARYLAND FRANCHISEES ONLY (PLEASE SEE SECTION 21.6 OF THE FRANCHISE AGREEMENT):**

**ACKNOWLEDGED AND AGREED:**

FRANCHISOR:

EOS WORLDWIDE FRANCHISING, LLC

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

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

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

FRANCHISEE:

\_\_\_\_\_

(type/print name)

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

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

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

[or, if an individual]

Signed: \_\_\_\_\_

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



## **FOR THE STATE OF MINNESOTA**

In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the parties to the attached Franchise Agreement agree as follows:

1. Termination By Franchisor. The Franchise Agreement is amended to add that with respect to franchises governed by Minnesota Law, Franchisor shall comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which requires, (except in certain specified cases) (1) that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement; and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

2. General Release. Sections 2.3 and 15.5(f) require Franchisee to sign a general release as a condition of renewal or transfer of the franchise and Section 17.1 requires Franchisee to sign a general release as a condition to exercising its right to terminate the Franchise Agreement; such release shall exclude claims arising under the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

3. Franchisor Indemnification. The Minnesota Department of Commerce requires Franchisor to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the tradename infringes trademark rights of the third party. Franchisor will protect the Franchisee's right granted hereby to use the Marks or will indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks. Specifically, Franchisor indemnifies Franchisee against the consequences of Franchisee's use of the tradename in accordance with the requirements of the license, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claims within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

4. Transfers. Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require (except in certain specified cases) that Franchisor's consent to the transfer of the franchise not to be unreasonably withheld.

5. Equitable Relief; Bonds Generally. Franchisor may seek injunctive relief, without bond if determined by the court of competent jurisdiction that a bond is not required, against Franchisee restraining the unauthorized use of any Mark or Copyrighted Materials, or the unauthorized use or disclosure of Franchisor's confidential information.

6. Limitations of Claims. No action may be commenced pursuant to the Franchise Agreement more than three (3) years after the cause of action accrues in accordance with Minnesota Statutes, Section 80C.17, Subd. 5.

7. Jurisdiction and Venue. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or

Franchise Agreement can abrogate or reduce (1) any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

8. Injunctive Relief. Section 20.6 is hereby deleted in its entirety and replaced with the following "Nothing contained in the Franchise Agreement shall prevent Franchisor from seeking from any court having competent jurisdiction, a writ of attachment, injunctive relief, including without limitation a temporary injunction or preliminary injunction, and/or other emergency relief available to safeguard and protect Franchisor's interests. Franchisor is entitled to seek this relief without the posting of any bond or security if determined by the court of competent jurisdiction that a bond is not required."

9. Waiver of Jury Trial. Section 20.12 of the Franchise Agreement is hereby deleted in its entirety and replaced with "[Intentionally omitted.]"

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

**FOR MINNESOTA FRANCHISEES ONLY (PLEASE SEE SECTION 21.6 OF THE FRANCHISE AGREEMENT):**

**ACKNOWLEDGED AND AGREED:**

FRANCHISOR:

EOS WORLDWIDE FRANCHISING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FRANCHISEE:

\_\_\_\_\_  
(type/print name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[or, if an individual]

Signed: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

## **FOR THE STATE OF NEW YORK**

In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§ 680 through 695, the Franchise Agreement for EOS Worldwide Franchising, LLC is amended as follows:

1. General Release. Sections 2.3 and 15.5(f) require Franchisee to sign a general release as a condition of renewal or transfer of the franchise and Section 17.1 requires Franchisee to sign a general release as a condition to exercising its right to terminate the Franchise Agreement; such release shall exclude claims arising under the New York State General Business Law and the regulations issued thereunder.
2. Franchisor Assignment. Franchisor shall not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee is able to perform the Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment, so long as it remains subject to the New York State General Business Law and the regulations issued thereunder.
3. Franchisee Indemnification. Franchisee shall not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products that were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.
4. Franchisee Termination. Franchisee may terminate the Franchise Agreement upon any grounds available at law
5. Governing Law. Section 20.1 of the Franchise Agreement requires that the franchise be governed by the laws of the State of Delaware, such a requirement will not be considered a waiver of any right conferred upon the Franchisee by Article 33 of the New York State General Business Law and the regulations issued thereunder.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

## **FOR THE STATE OF NORTH DAKOTA**

The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 et seq. Such provisions in the Agreement are hereby amended as follows:

1. General Release. Sections 2.3 and 15.5(f) require Franchisee to sign a general release as a condition of renewal or transfer of the franchise and Section 17.1 requires Franchisee to sign a general release as a condition to exercising its right to terminate the Franchise Agreement; such release shall exclude claims arising under the North Dakota Franchise Investment Law.
2. Covenant Not to Compete. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

3. General Release. Any provision in the Franchise Agreement which requires the Franchisee to sign a general release upon renewal of the Franchise Agreement is hereby deleted from any Franchise Agreement issued in the State of North Dakota.

4. Waiver of Damages. Any provision in the Franchise Agreement which requires the Franchisee to consent to a waiver of exemplary and punitive damages is hereby deleted from any Franchise Agreement issued in the State of North Dakota.

5. Limitations of Claims. Any provision in the Franchise Agreement which requires the Franchisee to consent to a limitation of claims within one year is hereby amended to read the statute of limitations under North Dakota Law will apply in any Franchise Agreement issued in the State of North Dakota.

6. Dispute Resolution. Sections 20.4 and 20.5 of the Franchise Agreement are amended to provide that the site of arbitration or mediation is to be agreeable to all parties and may not be remote from the Franchisee's place of business.

7. Governing Law; Jurisdiction and Venue. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or Delaware law if such provisions are in conflict with North Dakota law. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any Franchise Agreement issued in the State of North Dakota.

8. Waiver of Jury Trial. Section 20.12 of the Franchise Agreement is hereby deleted in its entirety and replaced with "[Intentionally omitted.]"

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

### **FOR THE STATE OF OHIO**

The Ohio Business Opportunity Plan Law requires that certain provisions contained in the Agreement be amended to be consistent with Ohio Law. Such provisions in the Agreement are hereby amended as follows:

1. Governing Law. In the event of a conflict of laws, Ohio law shall prevail.
2. Jurisdiction and Venue. Any action may be brought in the appropriate state or federal court in Ohio.
3. Limitations of Claims. The statute of limitations under Ohio Law shall apply.
4. Revocation Period.

Ohio Notice of Cancellation  
(FOR OHIO FRANCHISEES ONLY)

\_\_\_\_\_ (Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation

notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to EOS Worldwide Franchising, LLC, at 2254 Cole Street, Suite 130, Birmingham, MI 48009, not later than midnight of (enter date).

I hereby cancel this transaction.

\_\_\_\_\_  
(Date) (Purchaser's signature)

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

#### **FOR THE STATE OF RHODE ISLAND**

In recognition of the requirements of The Rhode Island Franchise Investment Act §19-28.1-14, the Franchise Agreement for EOS Worldwide Franchising, LLC is amended as follows:

1. General Release. Sections 2.3 and 15.5(f) require Franchisee to sign a general release as a condition of renewal or transfer of the franchise and Section 17.1 requires Franchisee to sign a general release as a condition to exercising its right to terminate the Franchise Agreement; such release shall exclude claims arising under The Rhode Island Franchise Investment Act.
2. Governing Law. The laws of the State of Rhode Island supersede any provisions of the Franchise Agreement with respect to a claim otherwise enforceable under The Rhode Island Franchise Investment Act.
3. Jurisdiction and Venue. With respect to a claim otherwise enforceable under The Rhode Island Franchise Investment Act, any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of Rhode Island, is deleted.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

#### **FOR THE COMMONWEALTH OF VIRGINIA**

In recognition of the requirements of Virginia Retail Franchising Act, the Franchise Agreement for EOS Worldwide Franchising, LLC is amended as follows:

1. Bankruptcy. Section 17.2(d), which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq).
2. Cross-Defaults. Section 17.4 of the Franchise Agreement will not be applicable to the Franchise Agreement signed by the Virginia franchisee entering into the Franchise Agreement.

3. Termination. 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.

4. Undue Influence. 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 involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

### **FOR THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, Washington Rev. Code §§19.100.010 – 19.100.940, the Franchise Agreement for EOS Worldwide Franchising, LLC is amended as follows:

1. Termination and Non-Renewal. The Washington Franchise Investment Protection Act provides rights to Franchisee concerning non-renewal and termination of the Franchise Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act shall control. There may also be court decisions which may supersede the Franchise Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise.

2. General Release. Sections 2.3 and 15.5(f) of the Franchise Agreement require Franchisee to sign a general release as a condition of renewal or transfer of the franchise and Section 17.1 requires Franchisee to sign a general release as a condition to exercising its right to terminate the Franchise Agreement; such release shall exclude claims arising under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

3. Governing Law. In the event of a conflict of law, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

4. Dispute Resolution. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, Franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

5. Limitations of Claims. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, or which unreasonably restrict other rights

or remedies available to a franchisee under the Act, such as a waiver of the right to a jury trial may not be enforceable.

6. Transfer Fees. Transfer fees are collectable to the extent that they reflect Franchisor’s reasonable estimated or actual costs in effecting a transfer.

7. Non-Competes. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of Franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of Franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

8. Anti-Poaching Provisions. RCW 49.62.060 prohibits Franchisor from restricting, restraining, or prohibiting Franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

9. General Releases. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.

10. EOS Surety Bond. A surety bond in the amount of \$100,000 has been obtained by Franchisor. The Washington Securities Division has made the issuance of Franchisor’s permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington franchisees have (i) received all initial training that they are entitled to under the franchise agreement or Franchise Disclosure Document, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

**FOR WASHINGTON FRANCHISEES ONLY (PLEASE SEE SECTION 21.6 OF THE FRANCHISE AGREEMENT):**

**ACKNOWLEDGED AND AGREED:**

FRANCHISOR:

FRANCHISEE:

EOS WORLDWIDE FRANCHISING, LLC

\_\_\_\_\_  
(type/print name)

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

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

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

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

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

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

[or, if an individual]

Signed: \_\_\_\_\_

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

**FOR THE STATE OF WISCONSIN**

The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Sec. 135.01-135.07 shall supersede any conflicting terms of the Franchise Agreement.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

**FOR THE TERRITORY OF PUERTO RICO**

In recognition of the requirements of the Puerto Rico Dealers Act known as Law 75, the Franchise Agreement for EOS Worldwide Franchising, LLC is amended as follows:

1. Termination and Non-Renewal. Law 75 makes it unlawful for a franchisor to cancel or not renew a franchise without just cause. If any grounds for default, termination or non-renewal stated in the Franchise Agreement does not constitute “just cause,” as that term may be defined by Law 75 or the laws of Puerto Rico, that provision may not be enforceable.

2. Jurisdiction and Venue. The Franchise Agreement is amended to state that restricting jurisdiction or venue to a forum outside the territory of Puerto Rico or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Law 75. In the event of a conflict of laws, the provisions of Law 75 shall prevail.

3. Limitations of Claims. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under Law 75, or which unreasonably restrict other rights or remedies available to a franchisee under Law 75, such as a waiver of the right to a jury trial may not be enforceable.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.



**EXHIBIT B**  
**Financial Statements**

**EOS WORLDWIDE FRANCHISING, LLC**

**FINANCIAL STATEMENTS**  
**January 11, 2021 (date of inception)**  
**through December 31, 2021**

**EOS WORLDWIDE FRANCHISING, LLC**

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## Independent Auditor's Report

**To the Members  
EOS Worldwide Franchising, LLC Livonia,  
Michigan**

### ***Opinion***

We have audited the financial statements of EOS Worldwide Franchising, LLC (the Company), which comprise the balance sheet as of December 31, 2021, and the related statements of operations and member's equity, and cash flows for the period from January 11, 2021 (date of inception) through December 31, 2021, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the period from January 11, 2021 (date of inception) through December 31, 2021, in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Responsibilities of Management for the Financial Statements***

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

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

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

*Somerset CPAs, P.C.*

Indianapolis, Indiana  
March 21, 2022

**EOS WORLDWIDE FRANCHISING, LLC**  
**BALANCE SHEET**  
**December 31, 2021**

---

**ASSETS**

Current Assets	\$	782,033
Cash		
Due from parent		<u>937,774</u>
Total Assets	\$	<u><u>1,719,807</u></u>

**LIABILITIES AND MEMBER'S EQUITY**

Current Liabilities		
Deferred revenue	\$	<u>174,423</u>
Total Liabilities		174,423
Member's Equity		<u>1,545,384</u>
Total Liabilities and Member's Equity	\$	<u><u>1,719,807</u></u>

See accompanying notes.

**EOS WORLDWIDE FRANCHISING, LLC**  
**STATEMENT OF OPERATIONS AND MEMBER'S EQUITY**  
**For the Period from January 11, 2021 (date of inception) through December 31, 2021**

		<u>%</u>
Revenues	\$ 2,590,947	37.0
Initial training - boot camp		
Monthly franchise membership	2,401,415	34.3
Online store income	855,996	12.2
Warm lead referral	742,900	10.6
Franchise fee	100,667	1.4
Other revenues	<u>304,685</u>	<u>4.5</u>
Total Revenues	6,996,610	100.0
Costs of Revenues	<u>1,148,893</u>	<u>16.4</u>
Gross Profit	<u>5,847,717</u>	<u>83.6</u>
General and Administrative Expenses Operating expenses	1,367,022	19.5
Payroll and related expenses	2,179,151	31.1
Advertising	334,719	4.8
Information technology	226,047	3.2
Other expenses	194,493	2.8
Depreciation and amortization	<u>164,675</u>	<u>2.4</u>
Total General and Administrative Expenses	<u>4,466,107</u>	<u>63.8</u>
Operating Income	1,381,610	19.8
Other Income (Expense) Interest	(336,226)	4.8
Net Income	<u>1,045,384</u>	<u>15.0</u>
Member's Equity, Beginning of Period	-	
Member contribution	<u>500,000</u>	
Member's Equity, End of Period	<u>\$ 1,545,384</u>	

See accompanying notes.

**EOS WORLDWIDE FRANCHISING, LLC**  
**STATEMENT OF CASH FLOWS**  
**For the Period from January 11, 2021 (date of inception) through December 31, 2021**

---

**Cash Flows from Operating Activities**

Net income	\$ 1,045,384
Adjustments to reconcile net income to net cash provided by operating activities:	
Increase in assets:	
Due from parent	(937,774)
Increase in liabilities:	
Deferred revenue	174,423
	<hr/>
Net cash provided by operating activities	282,033

**Cash Flows from Financing Activities**

Member contribution	500,000
	<hr/>
Net cash provided by financing activities	500,000

Net Increase in Cash	782,033
Cash, Beginning of Period	<hr/> -
Cash, End of Period	<hr/> \$ 782,033

See accompanying notes.

**EOS WORLDWIDE FRANCHISING, LLC**  
**NOTET TO FINANCIAL STATEMENTS**  
**December 31, 2021**

---

**NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Operations**

EOS Worldwide Franchising, LLC (the “Company”), was organized on January 11, 2021, under the laws of the State of Delaware as a limited liability company, and is a wholly-owned subsidiary of EOS HoldCo, LLC (“Parent”) disregarded for federal income tax purposes.

EOS Worldwide, LLC, an affiliate of the Company, combines timeless business principles with a set of simple, practical, real-world tools to help entrepreneurs get what they want from their businesses. They also offer comprehensive training and support to entrepreneurs and business coaches who want to implement the Entrepreneurial Operating System (“EOS”) effectively with one or many businesses. EOS Worldwide, LLC, is the owner of the trade name and service mark EOS and other trademarks and intellectual property the Company will use in connection with EOS franchises. EOS Worldwide, LLC, licenses to the Company the right to use EOS trademarks and intellectual property under a ninety-nine-year license agreement and to further sublicense them. The Company will sublicense to franchisees the right to use the EOS trademarks and intellectual property in connection with their franchises.

The Company’s duration shall be in perpetuity, unless sooner dissolved in accordance with the operating agreement and applicable law.

**Basis of Accounting**

The financial statements of the Company have been prepared on the accrual basis of accounting and, accordingly, reflects all significant cash and equity balances.

**Revenue Recognition**

At inception, the Company adopted the requirements of Accounting Standards Codification (“ASC”) Topic 606, *Revenue from Contracts with Customers*.

*Initial Training - Boot Camp*

The Company generates revenues by hosting training sessions quarterly at different locations across the country and internationally. Attendees are billed in advance, and revenue is recognized once the boot camp has concluded. Deferred revenues consist of registration fees that have been billed and collected but have not been recognized.

*Monthly Franchise Membership*

The Company generates membership revenues by billing its franchisee implementers for monthly membership fees. The franchisee implementers are billed in advance of the start of their monthly membership, and revenue is recognized ratably over that monthly membership period. Billings are also collected at the beginning of the month. No deferred revenue exists for this stream due to recurring monthly membership periods.



**EOS WORLDWIDE FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2021**

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**NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue Recognition (Continued)**

*Online Store Income*

The Company generates revenues by selling training materials, educational literature and other various products through its website. Revenue is recognized upon customer receipt, as that is when the customer obtains control of the promised good.

*Warm Lead Referral*

The Company generates revenues by referring general inquiries for coaching services to its franchisees that choose to participate in the warm lead program. Once the franchisee holds an initial meeting with the prospect, the Company records both revenue and a receivable for the referral fee, which varies based on the go forward level of service.

*Franchise Fee*

The Company collects initial franchisee costs from prospective franchisee implementers. The franchisee implementers are billed in advance of the start of their franchisee period, and revenue is recognized ratably over the useful life of the average franchisee period.

**Use of Estimates**

The preparation of the 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, if any, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

For purposes of the Statement of Cash Flows, the Company considers all highly liquid instruments that are purchased within three months or less of an instrument's maturity date to be cash equivalents.

**EOS WORLDWIDE FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2021**

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**NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Recently Issued Accounting Pronouncements**

In February 2016, the FASB issued Accounting Standards Update 2016-02, *Leases*. The new standard establishes a right-of-use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard also requires a lessor to classify leases as either sales-type, finance or operating. A lease will be treated as a sale if it transfers all of the risks and rewards, as well as control of the underlying asset, to the lessee. If risks and rewards are conveyed without the transfer of control, the lease is treated as financing. If the lessor does not convey risks and rewards or control, an operating lease results. The new standard is effective for fiscal years beginning after December 15, 2021, with certain practical expedients available. The Company is currently evaluating the impact of this accounting standards update.

**NOTE 2 - RELATED PARTY TRANSACTIONS**

The Company has entered into an expense sharing agreement with its Parent. The Parent pays all expenses on behalf of the Company and, the Parent allocates expenses to the Company based on the terms stipulated in the expense sharing agreement.

The Parent may offset those expenses against amounts it may collect on behalf of the Company and the balance is transferred in cash between the Company and its Parent periodically for cash flow purposes. At December 31, 2021, there is \$937,774 outstanding that is due from the Parent under this arrangement.

The Company has granted a security interest in all assets of the Company per the terms of a note purchase agreement between EOS Worldwide, LLC, and other third parties. The balance outstanding at December 31, 2021, is approximately \$8,050,000. No amount due is reflected in the accompanying Balance Sheet.

**NOTE 3 - INCOME TAXES**

No provision has been made for federal and state income taxes since the proportionate share of the LLC's income or loss is included in the tax returns of the member.

Accounting principles generally accepted in the United States of America require the Company to examine its tax positions for uncertain positions. Management is not aware of any tax positions that are more likely than not to change in the next 12 months or that would not sustain an examination by applicable taxing authorities.

**EOS WORLDWIDE FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2021**

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**NOTE 4 - CONCENTRATION OF CREDIT RISK**

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents. The Company places its cash and cash equivalents with one financial institution. At times, such amounts may be in excess of the FDIC insured limit. The Company has never experienced any losses related to these balances.

**NOTE 5 - SUBSEQUENT EVENTS**

In March 2022, the Company received cash from its Parent to satisfy the amount due from Parent of

\$937,774 at December 31, 2021.

In March 2022, the Parent increased its borrowings by \$3,500,000 in the note purchase agreement referenced in Note 2.

The Company has performed an evaluation of subsequent events through March 21, 2022, which is the date the financial statements were available to be issued.

**EOS WORLDWIDE FRANCHISING, LLC**  
**Financial Statement**  
**February 1, 2021**

**EOS WORLDWIDE FRANCHISING, LLC**

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## **Independent Auditor's Report**

**To the Member**  
**EOS WORLDWIDE FRANCHISING, LLC**  
**Livonia, Michigan**

We have audited the accompanying balance sheet of EOS WORLDWIDE FRANCHISING, LLC (a Delaware Corporation), as of February 1, 2021, and the related notes to the financial statement.

### ***Management's Responsibility for the Financial Statement***

Management is responsible for the preparation and fair presentation of this financial statement 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 a financial statement that is free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on the financial statement 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 statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, 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 statement 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 statement.

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 statement referred to above present fairly, in all material respects, the financial position of EOS Worldwide Franchising, LLC as of February 1, 2021, in accordance with accounting principles generally accepted in the United States of America.

*Somerset CPAs, PC*

Indianapolis, Indiana  
April 14, 2021

**EOS WORLDWIDE FRANCHISING, LLC**  
**Balance Sheet**  
**February 1, 2021**

<b>Assets</b>	
<b>Current Assets</b>	
Cash	<u>\$ 500,000</u>
Total Assets	<u>\$ 500,000</u>
<b>Member's Equity</b>	
<b>Member's Equity</b>	<u>\$ 500,000</u>
Total Member's Equity	<u>\$ 500,000</u>

See accompanying notes.



**EOS WORLDWIDE FRANCHISING, LLC**  
**Notes to Financial Statement**  
**February 1, 2021**

**Note 1 - Nature of Operations and Summary of Significant Accounting Policies:**

**Nature of Operations**

EOS Worldwide Franchising, LLC (the "Company") was organized on January 11, 2021, under the laws of the State of Delaware as a corporation, and is a wholly-owned subsidiary of EOS HoldCo, LLC.

EOS Worldwide, LLC, an affiliate of the Company, offers comprehensive training and support to entrepreneurs and business coaches who want to implement the Entrepreneurial Operating System ("EOS") effectively with one or many businesses. EOS Worldwide, LLC is the owner of the trade name and service mark EOS and other trademarks and intellectual property the Company will use in connection with EOS franchises. EOS Worldwide, LLC will license to the Company the right to use EOS trademarks and intellectual property and to further sublicense them. The Company will sublicense to franchisees the right to use the EOS trademarks and intellectual property in connection with their franchises.

The Company's duration shall be in perpetuity, unless sooner dissolved in accordance with the operating agreement.

**Basis of Accounting**

The financial statement of the Company has been prepared on the accrual basis of accounting and, accordingly, reflects all significant cash and equity balances.

**Revenue Recognition**

The Company has no current source of revenue. Future revenues will be of amounts received and receivable for goods and services supplied to franchisees in the ordinary course of business.

**Use of Estimates**

The preparation of the financial statement 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, if any, at the date of the financial statement and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

For purposes of the Consolidated Statement of Cash Flows, the Company considers all highly liquid instruments that are purchased within three months or less of an instrument's maturity date to be cash equivalents.

**EOS WORLDWIDE FRANCHISING, LLC**  
**Notes to Financial Statement**  
**February 1, 2021**

**Note 2 - Related Party Transactions:**

The Company's parent company voluntarily paid all of the organizational and other initial operating expenditures incurred by the Company from the Company's inception (January 11, 2021) through February 1, 2021. The Company's parent company is not seeking and does not intend to be reimbursed for the expenditures and, as a result, the amount due to the parent for repayment of the organizational and other initial operating expenditures is \$0 at February 1, 2021.

The Company is in discussions with EOS Worldwide, LLC to perform a corporate reorganization that would include a transfer of the user base of EOS Worldwide, LLC into the Company and the use of EOS Worldwide, LLC intellectual property for use in the Company.

The Company has granted a security interest in all assets of the Company to a note purchase agreement between EOS Worldwide, LLC and other third parties. The balance at February 1, 2021, is \$8,175,000. No amount due is reflected in the accompanying Balance Sheet.

**Note 3 - Income Taxes**

No provision has been made for federal and state income taxes since the proportionate share of the LLC's income or loss is included in the tax returns of the members.

Accounting principles generally accepted in the United States of America require the Company to examine its tax positions for uncertain positions. Management is not aware of any tax positions that are more likely than not to change in the next 12 months or that would not sustain an examination by applicable taxing authorities.

The Company's federal and state income tax returns for 2020 are subject to examination by the applicable tax authorities, generally for three years after the later of the original or extended due date.

**Note 4 - Concentration of Credit Risk:**

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents. The Company places its cash and cash equivalents with one financial institution. At times, such amounts may be in excess of the FDIC insured limit. The Company has never experienced any losses related to these balances.

**Note 5 - Subsequent Events:**

The Company has performed an evaluation of subsequent events through April 14, 2021, which is the date the financial statement was available to be issued.

## EXHIBIT C

### State Administrators

<p><b><u>California</u></b>  California Department of Financial Protection and Innovation  320 West 4<sup>th</sup> St., Suite 750  Los Angeles, CA 90013-2344  (213) 736-2741  Toll Free: 1-866-275-2677</p>	<p><b><u>Michigan</u></b>  Consumer Protection Division  Michigan Department of Attorney General  670 Law Building  Lansing, MI 48913  (517) 373-7117</p>	<p><b><u>South Dakota</u></b>  Department of Labor and Regulation  Division of Securities  124 S Euclid, Suite 104  Pierre, SD 57501</p>
<p><b><u>Connecticut</u></b>  Department of Banking, Securities Investment Division  260 Constitution Plaza  Hartford, CT 06103</p>	<p><b><u>Minnesota</u></b>  Minnesota Dept. of Commerce  85 7<sup>th</sup> Place East, Suite 280  St. Paul, MN 55101-3165  (651) 539-1500</p>	<p><b><u>Texas</u></b>  Secretary of State  Statutory Documents Section  P.O. Box 12887  Austin, TX 78711-2887</p>
<p><b><u>Florida</u></b>  Florida Department of Agriculture And Consumer Services  P.O. Box 6700  Tallahassee, FL 32399-6700</p>	<p><b><u>New York</u></b>  NYS Department of Law  Investor Protection Bureau  28 Liberty St., 21<sup>st</sup> Floor  New York, NY 10005  (212) 416-8222</p>	<p><b><u>Utah</u></b>  Department of Commerce  160 East 300 South  SM Box 146704  Salt Lake City, UT 84114-6704</p>
<p><b><u>Hawaii</u></b>  Business Registration Div. Dept. of Commerce  &amp; Consumer Affairs  335 Merchant Street, Room 203  Honolulu, Hawaii 96813  (808) 586-2722</p>	<p><b><u>Nebraska</u></b>  Department of Banking and Finance  1230 "0" Street  Suite 400  PD. Box 95006  Lincoln, NE 68509-5009</p>	<p><b><u>Virginia</u></b>  State Corporation Commission  Division of Securities and Retail Franchising  1300 East Main Street  Richmond, Virginia 23219  (804) 371-9051</p>
<p><b><u>Illinois</u></b>  Chief, Franchise Division  Office of Attorney General  500 South Second Street  Springfield, IL 62707  (217) 782-4465</p>	<p><b><u>North Dakota</u></b>  North Dakota Securities Department  600 East Boulevard Avenue  5<sup>th</sup> Floor, Dept. 414  Bismarck, ND 58505-0510  (701) 328-4712</p>	<p><b><u>Washington</u></b>  Department of Financial Institutions  Securities Division  P.O. Box 9033  Olympia, WA 98507-9033  (360) 902-8760</p>
<p><b><u>Indiana</u></b>  Deputy Commissioner, Franchise Division  Indiana Securities Commission  Secretary of State  302 W. Washington St, Room E-111  Indianapolis, IN 46204  (317) 232-6681</p>	<p><b><u>Oregon</u></b>  Department of Insurance &amp; Finance  Corporate Securities and Franchise  Corporate Securities Section  Labor and Industries Building  Salem, OR 97310  (503) 378-4387</p>	<p><b><u>Wisconsin</u></b>  Securities and Franchise Registration  Wisconsin Securities Commission  P.O. Box 1768  Madison, WI 53701  (608) 266-8559</p>

<p><b><u>Maryland</u></b> Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, MD 21202-2020 (410) 576-6360</p>	<p><b><u>Rhode Island</u></b> Chief Securities Examiner Department of Business Regulation Securities Division Franchise Section 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 277-3048</p>	
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## EXHIBIT D

### State Agents For Service Of Process

<p><b>CALIFORNIA</b> California Department of Financial Protection and Innovation 320 West 4<sup>th</sup> Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500</p>	<p><b>MARYLAND</b> Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p>	<p><b>RHODE ISLAND</b> Director of Depart. of Business Regulation Suite 232 233 Richmond Street Providence, Rhode Island 02903-4232 (401) 277-3048</p>
<p><b>CONNECTICUT</b> Connecticut Department of Banking, Securities and Business Investments Division 260 Constitution Plaza Hartford, CT 06103</p>	<p><b>MICHIGAN</b> Dept. of Commerce, Corporations &amp; Securities Bur. 6546 Mercantile Way P.O. Box 30222 Lansing, Michigan 48910 (517) 373-7117</p>	<p><b>SOUTH DAKOTA</b> Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, SD 57501</p>
<p><b>HAWAII</b> Comm'r Securities of the State of Hawaii Department of Commerce &amp; Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p><b>MINNESOTA</b> Commissioner of Commerce 85 7<sup>th</sup> Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500</p>	<p><b>VIRGINIA</b> Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9733</p>
<p><b>ILLINOIS</b> Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p><b>NEW YORK</b> Secretary of State 99 Washington Avenue Albany, New York 12231</p>	<p><b>WASHINGTON</b> Director of Depart. of Financial Institutions 150 Israel Road, S. W. Tumwater, Washington 98501 (360) 902-8760</p>
<p><b>INDIANA</b> Indiana Secretary of State 201 State House Indianapolis, Indiana 46204 (317) 232-6681</p>	<p><b>NORTH DAKOTA</b> North Dakota Securities Commissioner 600 Boulevard Avenue, State Capital Fifth Floor Bismarck, ND 58505-0510 (701)328-4712</p>	<p><b>WISCONSIN</b> Commissioner of Securities 345 West Washington Avenue Fourth Floor Madison, Wisconsin 53703 (608) 261-9555</p>

## **EXHIBIT E**

### **State Addenda to FDD**

#### **ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE CALIFORNIA FRANCHISE INVESTMENT LAW**

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Franchise Disclosure Document.
2. 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.
3. Item 3 of the Disclosure Document is amended to provide that:

“neither the franchisor, nor any person in Item 2 of the Disclosure Document, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. § 78(a) et seq., suspending or expelling such persons from membership in that association or exchange.”
4. 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.).
5. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
6. The Franchise Agreement requires binding arbitration. The arbitration will occur in Michigan with the costs of the arbitrators’ fees and the fees payable to the American Arbitration Association being borne jointly by you and us but you must pay your own legal fees, legal expenses, transportation, and travel accommodations.
7. Prospective franchisees are encourage to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.
8. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
9. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

10. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).
11. Spousal liability: Your spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
12. The highest rate of interest allowed in California is ten percent (10%) per annum.
13. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act.

**ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE CONNECTICUT  
BUSINESS OPPORTUNITY INVESTMENT ACT**

**DISCLOSURES REQUIREMENT BY CONNECTICUT LAW**

The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Notwithstanding anything to the contrary in the disclosure document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Connecticut:

1. If the seller fails to deliver the products or supplies or fails to render the services necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.
  
2. Item 2 of the Disclosure Document is amended to provide that each seller's current address is the address of EOS Worldwide Franchising, LLC which is 2254 Cole Street, Suite 130, Birmingham, MI 48009.



**ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE HAWAII  
FRANCHISE INVESTMENT LAW**

1. THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.
2. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST FOURTEEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST FOURTEEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.
3. THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.
4. Registered agent in the state authorized to receive service of process:

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

5. Item 3 of the Disclosure Document is amended to provide that:

“neither the franchisor, nor any person in Item 2 of the Disclosure Document, has within the last 10 years, been 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. § 78(a) et seq., suspending or expelling such persons from membership in that association or exchange or is subject to any currently effective order or ruling of the Federal Trade Commission or is subject to any currently effective order relating to business activity as a result of an action brought by any public agency or department.”

**ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE ILLINOIS  
FRANCHISE DISCLOSURE ACT**

Notwithstanding anything to the contrary in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Illinois:

1. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Your rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

**ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE INDIANA  
FRANCHISE DECEPTIVE FRANCHISE PRACTICES ACT**

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement, other agreements or Delaware law if such provision are in conflict with Indiana law.
2. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement, shall supersede the provisions of Section 17 of the Franchise Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.
3. Item 12 and Section 3.1 of the Franchise Agreement are subject to Indiana Code § 23-2-2.7-1(2) and § 23-2-2.7-2(4) which prohibit us from competing unfairly with you within a reasonable area.
4. No release language set forth in the Disclosure Document or Franchise Agreement, including but not limited to Item 17 or Section thereof, respectively, shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
5. Section 20 of the Franchise Agreement is amended to provide that such agreement will be construed in accordance with the laws of the State of Indiana.
6. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires you to agree to jurisdiction or venue, in a forum outside of Indiana, is deleted from any Franchise Agreement issued in the State of Indiana.

## **ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW**

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Maryland:

The following sentence is added to the end of the “Summary” section of Item 17(c) and Item 17(m):

“However, any general release required as a condition for our approval of a transfer, renewal, or assignment of your Franchise Agreement will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.”

1. Item 17(v) is supplemented with the following: “A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.”
2. Item 17 is amended by adding the following at the end of the section: “Despite any provision in the Franchise Agreement to the contrary, any claim arising under the Maryland Franchise Registration and Disclosure Law must be commenced within 3 years from the grant of the franchise.”

## **ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE MINNESOTA FRANCHISE INVESTMENT LAW**

Notwithstanding anything to the contrary set forth in the Disclosure Document or Franchise Agreement, as applicable, the following provisions shall supersede and apply to all franchises offered and sold in the State of Minnesota:

1. The following language is added to Item 13 of the Disclosure Document:

“Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. As such, the Minnesota Department of Commerce requires the Franchisor to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee’s use of the tradename infringes trademark rights of the third party. Franchisor indemnifies Franchisee against the consequences of Franchisee’s use of the tradename in accordance with the requirements of the license, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claims within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.”

2. Item 17 of the Disclosure Document:

“With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require (except in certain specified cases) (1) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

“Pursuant to Minnesota Statutes, Section 80C.21 and Minn. Rule Part 2860-4400J, this Section shall not in any way abrogate or reduce (1) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

“Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes.

“The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief and a court will determine if a bond is required. See Minn. Rules 2860.4400J.

“You may not bring any action under Chapter 80C of the Minnesota Statutes more than three years after the cause of action accrues.”

3. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

## **ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE NEW YORK FRANCHISE LAW**

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of 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 C OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. Item 3 “Litigation” is amended by adding the following:

Neither we nor any predecessor, any person identified in Item 2, or any affiliate offering franchises under our principal trademark:

- A. Has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.
- B. Has any 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. 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. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for 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. Item 17 “Termination” Section (d) is amended by adding the following at the end of the Summary section:

“You may terminate the Franchise Agreement on any grounds available by law.”

5. Item 17 “Choice of Law” Section (w) is amended by adding the following at the end of the Summary section:

“The Delaware 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”

**ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE NORTH  
DAKOTA FRANCHISE LAW**

Notwithstanding anything to the contrary in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Item 17(u) is deleted and is replaced by the following:

(u) Dispute resolution by arbitration or mediation	Section 20.4-20.5	The site of arbitration or mediation is to be agreeable to all parties and may not be remote from the Franchisee’s place of business.
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2. Item 17(v) is deleted and is replaced by the following:

(v) Choice of Forum	Section 20.1	North Dakota
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3. Item 17(w) is amended by adding the following sentence in the Summary Section:

“The laws of the state of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or Delaware law if such provisions are in conflict with North Dakota law.”

4. North Dakota has determined that (i) requiring a franchisee to sign a general release upon renewal of the franchise agreement; (ii) requiring a franchisee to consent to a waiver of trial by jury; and (iii) requiring the franchisee to consent to a waiver of exemplary and punitive damages are unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, (i) all references to the Franchisee signing a general release upon renewal of the Franchise Agreement; (ii) all references to the Franchisee requiring waiver of a jury trial; and (iii) all references requiring the franchisee to consent to a waiver of exemplary and punitive damages are deleted.
5. Summary column (r) in Item 17 of the Disclosure Document and Section 16.6(a) of the Franchise Agreement prohibit you from soliciting any of your Client or the Clients of any other EOS Franchisee to a competitive business for 1 year after termination or expiration of the Franchise Agreement. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. The Commissioner has held that covenants restricting competition are contrary to Section 9-08-06 of the North Dakota Century Code, and are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.



**ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE RHODE ISLAND  
FRANCHISE DISCLOSURE ACT**

1. Item 17(v) Summary section is amended to read:

“We must litigate in the state and judicial district where we maintain our principal place of business except that to the extent required by applicable law, you may bring an action in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.”

## **ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE VIRGINIA RETAIL FRANCHISING ACT**

Notwithstanding anything to the contrary set forth in the Disclosure Document or Franchise Agreement, as applicable, the following provisions shall supersede and apply to all franchises offered and sold in the Commonwealth of Virginia:

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

The following statements are added to 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 ground 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.”

## **ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE WASHINGTON FRANCHISE INVESTMENT LAW**

Notwithstanding anything to the contrary in the disclosure document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Washington.

1. If any of the provisions in the disclosure document or Franchise Agreement are inconsistent with the provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the “Act”), the provisions of the Act will prevail over the inconsistent provisions of the disclosure document and Franchise Agreement with regard to any franchises sold in Washington.
2. Item 17 is amended to add the following:

“RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

“Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

“A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

“Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a

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

“RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

“A provision in the Franchise Agreement which terminates the franchise upon bankruptcy of the franchise may not be enforceable under Title 11, United States Code Section 101.”

**EXHIBIT F**

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## EXHIBIT G

### List Of Franchisees (as of January 15, 2022)

Note: Those franchisees highlighted in gray did not complete Boot Camp training as of December 31, 2021, and therefore are not included as operating Franchised Businesses in Item 20.

Franchisee Name	Name and Title (if applicable) of Authorized Person	City	State	Telephone Number	Email Address
Scott Smith	Scott Smith	Athens	AL	256-777-7470	scott.smith@eosworldwide.com
DRK Advisory, LLC	David R. King, Managing Member	Birmingham	AL	205-982-5530	david.king@eosworldwide.com
Moorhead Marketing, LLC	Gene Moorhead, President	Montgomery	AL	334-244-5044	gene.moorhead@eosworldwide.com
DeWitt LLC	Ken DeWitt, Managing Member	Tuscaloosa	AL	205-310-4454	ken.dewitt@eosworldwide.com
Richard Cole	Richard Cole	Fayetteville	AR	479-799-9286	richard.cole@eosworldwide.com
Headwaters Consulting Group LLC	Dustin Pruitt, Owner	Fayetteville	AR	479-966-2774	dustin.pruitt@eosworldwide.com
CLR Services, LLC	Cooper Richardson, President	Springdale	AR	515-778-7172	cooper.richardson@eosworldwide.com
Focused Facilitation LLC	Alan Richardson, President	Bella Vista	AZ	515-554-7855	alan.richardson@eosworldwide.com
GraySpace, LLC	Susan F. Dyer, President	Carefree	AZ	612-221-4919	susan.dyer@eosworldwide.com
Thomas Wesner	Thomas Wesner, Founder,	Carefree	AZ	503-939-3884	thomas.wesner@eosworldwide.com
Unleashed Consulting Group LLC	Frederick J. Jentgen, CEO	Chandler	AZ	602-400-0923	frederick.jentgen@eosworldwide.com
Speariense LLC d/b/a Traction Point	Christopher J. Spear, President	Gilbert	AZ	480-848-3037	christopher.spear@eosworldwide.com



<b>Franchisee Name</b>	<b>Name and Title (if applicable) of Authorized Person</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Email Address</b>
7 Cubed, LLC	Jessica L. Stackpoole, Member and Manager	Paradise Valley	AZ	602-616-5160	jessica.stackpoole@eosworldwide.com
Achieve Traction LLC	CJ DuBe, Owner	Peoria	AZ	612-251-9909	cj.dube@eosworldwide.com
Mari Tautimes, Inc.	Mari Tautimes, President	Phoenix	AZ	480-235-9187	mari.tautimes@eosworldwide.com
Edefi Solutions LLC	Jeremy Macliver, Owner	Phoenix	AZ	602-317-1463	jeremy.macliver@eosworldwide.com
Rebecca Finken	Rebecca Finken	Prescott	AZ	702-353-1490	rebecca.finken@eosworldwide.com
KD Productions, LLC	Scott Rusnak, Owner	Scottsdale	AZ	480-518-1410	scott.rusnak@eosworldwide.com
Nancy J. Geenen	Nancy J. Geenen	Scottsdale	AZ	510-703-3497	nancy.geenen@eosworldwide.com
Next Level Business Coaching, Inc.	Ray Adler, Owner	Cardiff	CA	760-720-9270	ray.adler@eosworldwide.com
Accord Management Systems	William F. Wagner, CEO	Chatworth	CA	805-402-6797	william.wagner@eosworldwide.com
Victoria Cabot d/b/a Cabot Consulting	Victoria Cabot	Escondido	CA	858-472-9102	victoria.cabot@eosworldwide.com
JW Kibler Group LLC	Jacqueline Kibler	Glendale	CA	954-598-4615	jacqueline.kibler@eosworldwide.com
VargasAndrews LLC	Andrew Andrews-Ramirez, Managing Partner	Huntington Beach	CA	775-450-8567	andrew.andrews-ramirez@eosworldwide.com
Find Focus, LLC	Tiffany Tran, President	Irvine	CA	310-571-8433	tiffany.tran@eosworldwide.com
Global Marc, LLC	Will Crist, President	Laguna Beach	CA	949-355-6013	will.crist@eosworldwide.com
Empowering Organization, Inc.	Jism Bras, President	Laguna Hills	CA	949-297-6626	jism.bras@eosworldwide.com

<b>Franchisee Name</b>	<b>Name and Title (if applicable) of Authorized Person</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Email Address</b>
Ron Harrell	Ron Harrell, Owner	La Jolla	CA	619-843-8707	ron.harrell@eosworldwide.com
Max Traction, LLC	Dione Spiteri, Owner	Los Angeles	CA	312-282-8600	dione.spiteri@eosworldwide.com
Chute CXL LLC	Josh Holtzman, Member	Los Angeles	CA	310-709-9468	josh.holtzman@eosworldwide.com
See Work Grow, Inc.	Mike Abercrombie, Owner	Los Angeles	CA	940-231-4473	mike.abercrombie@eosworldwide.com
Philip Pfeifer, LLC	Philip Pfeifer, Principal	Manhattan Beach	CA	323-377-7975	philip.pfeifer@eosworldwide.com
M1 Core Traction	Michael Wolfgang, Owner	Newport Beach	CA	949-346-5530	michael.wolfgang@eosworldwide.com
The Coaching Symposium LLC	Marshall B. Krupp, Manager	Orange	CA	714-624-4552	marshall.b.krupp@eosworldwide.com
Ian Tonks Companies LLC	Ian Tonks, President	Palm Desert	CA	415-801-2661	ian.tonks@eosworldwide.com
Andrea Davis	Andrea Davis	Palm Springs	CA	317-413-8162	andrea.davis@eosworldwide.com
The Hettrich Group, LLC	Craig Hettrich, Founder	Rancho Murieta	CA	925-321-9195	craig.hettrich@eosworldwide.com
Benjamin Kelley	Benjamin Kelley	Redondo Beach	CA	310-251-8268	benjamin.kelley@eosworldwide.com
JKMA Inc.	Jennifer Carrasco, Owner	Roseville	CA	707-724-9522	jennifer.carrasco@eosworldwide.com
Windswell Edge, LLC	Brian Underhill	Santa Ana	CA	909-714-3155	brian.underhill@eosworldwide.com
Traction for Growth	Emily Ransone, Founder	San Jose	CA	408-707-0203	emily.ransone@eosworldwide.com

<b>Franchisee Name</b>	<b>Name and Title (if applicable) of Authorized Person</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Email Address</b>
FifthAscent LLC	Andreas Dankelmann, Owner	San Francisco	CA	415-990-8235	andreas.dankelmann@eosworldwide.com
Jolly Good Consulting Inc.	Sherri Neasham, President	San Diego	CA	858-254-8185	sherri.neasham@eosworldwide.com
Executive Forums Silicon Valley, Inc.	Glenn Perkins, President	San Jose	CA	408-901-0321	glenn.perkins@eosworldwide.com
Philip Kristianson	Philip Kristianson	Sacramento	CA	916-439-7585	philip.kristianson@eosworldwide.com
The High Pacific Company	Eric Goldman, CEO	Sausalito	CA	415-845-7475	eric.goldman@eosworldwide.com
Foundation To Grow, LLC	Barbara Stevens, President	Arvada	CO	303-888-3063	barbara.stevens@eosworldwide.com
Abbott Coaching Ltd.	Dawn C. Abbott, Owner, CEO	Aurora	CO	720-203-4226	dawn.abbott@eosworldwide.com
Travis Low	Travis Low	Berthoud	CO	303-349-5539	travis.low@eosworldwide.com
Upwell LLC	Margaret Dixon, Managing Member	Boulder	CO	303-746-9498	margaret.dixon@eosworldwide.com
Explorer Group LLC	Tom Tompkins, Owner	Boulder	CO	720-935-4471	tom.tompkins@eosworldwide.com
Catylator LLC	Stephen A. Morris, President	Longmont	CO	443-254-7711	stephen.morris@eosworldwide.com
Orgexe, Inc. dba EOS Worldwide	Ben Snyder, President	Centennial	CO	720-505-2772	ben.snyder@eosworldwide.com
Hallberg Holdings, LLC	Chris Hallberg, President	Centennial	CO	303-949-6307	chris.hallberg@eosworldwide.com
Jack Tankersley	Jack Tankersley	Denver	CO	303-352-2040	jack.tankersley@eosworldwide.com
Front Porch Consulting LLC	Anastasia Toomey, Owner	Denver	CO	778-531-9813	anastasia.toomey@eosworldwide.com

<b>Franchisee Name</b>	<b>Name and Title (if applicable) of Authorized Person</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Email Address</b>
Melanie Anne, LLC	Melanie Towey, Owner	Denver	CO	952-212-2352	melanie.towey@eosworldwide.com
Jay Tankersley	Jay Tankersley	Denver	CO	415-509-2987	jay.tankersley@eosworldwide.com
Culture Results, LLC	Elizabeth A. Gonzalez, President	Englewood	CO	303-332-1445	elizabeth.gonzalez@eosworldwide.com
Vx Facilitation, LLC	Brad Whitehead, Principal	Englewood	CO	970-309-9944	brad.whitehead@eosworldwide.com
Growth Acceleration Coaching, LLC	Jennifer Lewis, CEO	Fort Collins	CO	970-690-2688	jennifer.lewis@eosworldwide.com
Catalyst High Performance, LLC	Thomas C. (TC) North, CEO	Lafayette	CO	303-818-5829	thomas.north@eosworldwide.com
Paul Leroue	Paul Leroue	Lakewood	CO	303-949-1995	paul.leroue@eosworldwide.com
Rachel Downey Business Guide, LLC	Rachel Downey, President	Littleton	CO	720-955-5253	rachel.downey@eosworldwide.com
Level 11 Consulting, LLC	Jake Wells, Owner	Nederland	CO	720-442-0013	jake.wells@eosworldwide.com
Edge360 LLC	Kenneth J. Schrader, President	Thornton	CO	970-227-5310	kenneth.schrader@eosworldwide.com
Outpace LLC	Rick Fawcett, CEO	Fairfield	CT	603-548-0656	rick.fawcett@eosworldwide.com
ATN Consulting	Kervin Yu	Fairfield	CT	203-357-8888	kervin.yu@eosworldwide.com
Be Real Culture, LLC	Bernadette Bolton, Owner	Mansfield	CT	860-402-2281	bernadette.bolton@eosworldwide.com
2 Pound Training LLC	Benjamin Berman, President	Lewes	DE	212-517-1836	benjamin.berman@eosworldwide.com
Focus Forward Management Inc.	Franck Saragossi, CEO	Boca Raton	FL	561-870-1098	franck.saragossi@eosworldwide.com

<b>Franchisee Name</b>	<b>Name and Title (if applicable) of Authorized Person</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Email Address</b>
L10 Business Solutions, LLC	Chad Sinness, CEO/ EOS Implementer	Casselberry	FL	407-325-2726	chad.sinness@eosworldwide.com
The Ward Group, LLC	John M. Ward, Principal	DeLand	FL	407-733-4318	john.ward@eosworldwide.com
Investments 101 Inc.	Romel Beiner	Doral	FL	305-799-7437	romel.beiner@eosworldwide.com
HEI Traction LLC	Ross Gibbs, Owner	Estero	FL	612-760-6866	ross.gibbs@eosworldwide.com
Mike Ellicott	Mike Ellicott	Gulf Breeze	FL	910-916-1796	mike.ellicott@eosworldwide.com
Entrepreneurial Vision LLC	Justin Phelps, Member	Gulfport	FL	813-843-1318	justin.phelps@eosworldwide.com
Business Accountability Coach, LLC	Carmen D'Ambrosio, Manager	Key Biscayne	FL	614-558-0440	carmen.dambrosio@eosworldwide.com
Meru Capital LLC	Gerardo A. Escalona	Miami	FL	786-658-3697	gerardo.escalona@eosworldwide.com
Empower Evolution, LLC	Cesar Quintero, Manager	Miami	FL	786-222-6296	cesar.quintero@eosworldwide.com
SMART Operations Inc. LLC	Ruben Meoqui, Owner	Miami	FL	305-992-3450	ruben.meoqui@eosworldwide.com
Debra J. Wright	Debra J. Wright	Miami Shores	FL	612-636-7758	debra.wright@eosworldwide.com
Drive Leadership and Management Coaching LLC	John King, Owner	Orlando	FL	321-274-3490	john.king@eosworldwide.com
BlueCore Leadership, LLC	Randall Taussig, Principal	Sarasota	FL	703-489-7722	randall.taussig@eosworldwide.com
P410 Group LLC	Peter Krause, Manager	St. Augustine	FL	815-762-9724	peter.krause@eosworldwide.com
Traction Tampa Bay LLC	Jonathan Bowman, Managing Member	St. Petersburg	FL	727-643-3196	jonathan.bowman@eosworldwide.com

<b>Franchisee Name</b>	<b>Name and Title (if applicable) of Authorized Person</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Email Address</b>
Redrock Leadership Inc.	Jeffrey S. Ruby, Manager	Tampa	FL	813-885-5097	jeffrey.ruby@eosworldwide.com
360 Positive LLC	Elena Volnova, Manager	West Palm Beach	FL	917-847-1074	elena.volnova@eosworldwide.com
Odigos, LLC	Brent Stromwall, CEO	Alpharetta	GA	678-618-0803	brent.stromwall@eosworldwide.com
Profit Made Simple, LLC	Catherine Cates, Sole Member	Atlanta	GA	404-308-0133	catherine.cates@eosworldwide.com
The Kaigan Group, LLC dba The Kurzen Group	Wayne Kurzen, Owner/Manager	Canton	GA	678-362-7734	wayne.kurzen@eosworldwide.com
Goodwin Growth Works, Inc.	Lynda Martin, President	Chamblee	GA	404-697-5212	lynda.martin@eosworldwide.com
Real Growth LLC - GA	Joe Carr, Owner	Cumming	GA	404-819-8860	joe.carr@eosworldwide.com
Andrea Young	Andrea Young	Decatur	GA	404-538-4757	andrea.young@eosworldwide.com
Provisus Partners LLC	Brian Sulka	Duluth	GA	770-858-5929	brian.sulka@eosworldwide.com
EQV Inc.	Rick Vandermyden, Owner	Flowery Branch	GA	916-541-1148	rick.vandermyden@eosworldwide.com
tracFirst, LLC	Robert B. (Brett) Stewart, Owner	Kennesaw	GA	678-549-5345	robert.stewart@eosworldwide.com
Grit Consulting LLC	Robert C. Betzel, Member	Macon	GA	478-335-4727	robert.betzel@eosworldwide.com
Eonize, LLC	Vince Bakshani, Owner	Marietta	GA	678-249-8495	vince.bakshani@eosworldwide.com
McBrayer & Associates, Inc.	James McBrayer, CEO	McDonough	GA	770-331-0277	james.mcbrayer@eosworldwide.com

<b>Franchisee Name</b>	<b>Name and Title (if applicable) of Authorized Person</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Email Address</b>
Mark Williams	Mark Williams	Northeast Marietta	GA	763-350-2488	mark.williams@eosworldwide.com
Ironstone Communications Inc.	Andrea Lopez-Schlapia, Founder/Owner	Roswell	GA	770-714-3737	andrea.lopez-schlapia@eosworldwide.com
Traction Focused LLC	Todd Weeks, Member	Suwanee	GA	919-750-4503	todd.weeks@eosworldwide.com
Activate Traction LLC	Wayne Smith, Managing Member	Honolulu	HI	808-542-1687	wayne.smith@eosworldwide.com
Fresh Leadership LLC	Craig Chong, President	Honolulu	HI	808-224-1902	craig.chong@eosworldwide.com
Traction Partners LLC	David Hickman, Visionary	Adel	IA	563-845-1201	david.hickman@eosworldwide.com
Michelle Owens	Michelle Owens	Cedar Rapids	IA	319-271-6800	michelle.owens@eosworldwide.com
Sally Brause d/b/a PathShare HR Services	Sally Brause, Director HR Consulting	Cedar Rapids	IA	319-573-0587	sally.brause@eosworldwide.com
WHY! Company, L.L.C.	Mark Stanley, President	Johnston	IA	515-249-7720	mark.stanley@eosworldwide.com
Taylor Management Systems, Inc.	Rob Taylor, President	Oskaloosa	IA	641-670-7851	rob.taylor@eosworldwide.com
Implement Excellence LLC	Jon D. Leonetti, President	Urbandale	IA	515-778-9532	jon.leonetti@eosworldwide.com
Eat The Crust Consulting, LLC	Jason Berger, President	West Des Moines	IA	515-306-1300	jason.berger@eosworldwide.com
(Sovance, Inc.) dba Zen Fox Strategies	Nathen Fox, CEO	Boise	ID	208-576-4915	nathen.fox@eosworldwide.com
Profit Creek LLC	Brent Oetken	Caldwell	ID	208-779-0058	brent.oetken@eosworldwide.com
Clarity Advisors Inc.	Jennifer Derooin, President	Meridian	ID	208-230-0743	jennifer.derooin@eosworldwide.com

<b>Franchisee Name</b>	<b>Name and Title (if applicable) of Authorized Person</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Email Address</b>
Vue Advisors, LLC	Aaron Marcum, Managing Member	Rexburg	ID	208-390-8473	aaron.marcum@eosworldwide.com
Blomstra LLC	Danny Edvalson, Owner	Rexburg	ID	209-250-9222	danny.edvalson@eosworldwide.com
Geiser Consultants LLC	Harlan Geiser, President	Bloomington	IL	309-531-1457	harlan.geiser@eosworldwide.com
C2 Advisory Services LLC	Christopher Carmouche, Owner	Bloomington	IL	512-844-1885	christopher.carmouche@eosworldwide.com
Chad Jewett	Chad Jewett, Owner	Cambridge	IL	720-470-8212	chad.jewett@eosworldwide.com
Nirvou Coaching Inc.	Kevin Hundal, Owner	Chicago	IL	847-902-0120	kevin.hundal@eosworldwide.com
Salem Leadership, LLC	Eric S. Larsen, President	Dekalb	IL	216-308-2875	eric.larsen@eosworldwide.com
The Prestwick Group Ltd.	Paul S. Detlefs, President	Downers Grove	IL	847-274-1666	paul.detlefs@eosworldwide.com
Tailwind Discovery Group LLC	Daniel P. Wallace, Sole Member	Downers Grove	IL	630-803-6625	daniel.wallace@eosworldwide.com
VTH Solutions, LLC	Gregg Saunders, President	Forest Lake	IL	612-868-2084	gregg.saunders@eosworldwide.com
TractionLeadership, LLC	John McMahon, President	Glen Ellyn	IL	630-306-6016	john.mcmahon@eosworldwide.com
Business Owner Advocates, LLC	Lee Dahmer, Managing Member	Grayslake	IL	847-752-8724	lee.dahmer@eosworldwide.com
The Sextant Company	Paul Clark Neuhoff, President	Gurnee	IL	847-721-6084	paul.clark.neuhoff@eosworldwide.com
McDermott Group, Inc.	Sean McDermott, President	La Grange	IL	215-722-3671	sean.mcdermott@eosworldwide.com
Insyte Advisors LLC	Richard Kurkowski, President	Libertyville	IL	312-282-5370	richard.kurkowski@eosworldwide.com



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TCJ Consulting LLC	Timothy R. James, Owner	Leawood	KS	913-481-7179	timothy.james@eosworldwide.com

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Beyond4Growth, LLC	Derek M. Pittak, Founder & CEO	Amherst	OH	440-320-6797	derek.pittak@eosworldwide.com
Level 10 Team, LLC	Todd Thompson, President	Avon Lake	OH	216-496-7013	todd.thompson@eosworldwide.com
Managers Path, LLC	Daniel J. Rose, Owner	Avon Lake	OH	216-224-3299	daniel.rose@eosworldwide.com
Transforming Teams LLC	Timothy M. O'Neil, Owner	Centerville	OH	704-877-6837	timothy.o'neil@eosworldwide.com
CLF Consulting, LLC	Crystal Faulkner, Member	Cincinnati	OH	513-768-6798	crystal.faulkner@eosworldwide.com
Bellwether & Fulcrum LLC	Kelly Humphreys Dyer, EOS Implementer	Cleveland Heights	OH	216-235-8046	kelly.dyer@eosworldwide.com

<b>Franchisee Name</b>	<b>Name and Title (if applicable) of Authorized Person</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Email Address</b>
Alex Freytag LLC	Alexander Freytag, Visionary	Columbus	OH	614-571-8826	alexander.freytag@eosworldwide.com
Jim Jelinek, LLC	James Jelinek, Owner	Dalton	OH	330-317-5018	james.jelinek@eosworldwide.com
Workspace Ohio LLC dba Dupler Office	Brandon Dupler, Principal	Lobs	OH	614-561-1375	brandon.dupler@eosworldwide.com
Sterling Traction Partners, LLC	Don Fischbach, Managing Member	Pepper Pike	OH	216-904-2042	don.fischbach@eosworldwide.com
HLR Systems, Inc.	Eugene W. Roberts, President	Solon	OH	216-701-2114	eugene.roberts@eosworldwide.com
Profit Guides LLC	Roy C. Getz, Founder and President	Westerville	OH	614-439-0572	roy.getz@eosworldwide.com
Cultureshoc LLC	Ronald J. Kaminiski, Owner	Westlake	OH	216-337-4903	ronald.kaminiski@eosworldwide.com
Rerucha Consulting, LLC Aligned Focus	Laura Rerucha, Owner	Whitehouse	OH	419-277-0244	laura.rerucha@eosworldwide.com
TKV Enterprises, LLC	Jim Tennant, President	Wooster	OH	419-606-8557	jim.tennant@eosworldwide.com
Nate Brim LLC	Nate Brim, Managing Member	Broken Arrow	OK	918-289-1937	nate.brim@eosworldwide.com
Strategic Advisors LLC	Rod Whitson, Managing Partner	Edmond	OK	405-535-2818	rod.whitson@eosworldwide.com
Premier Integration Plus LLC	James Bygland, CEO	Tulsa	OK	503-975-5955	james.bygland@eosworldwide.com
Palmaer Consulting Group, Inc.	Eric Palmaer, President	Bend	OR	916-425-2110	eric.palmaer@eosworldwide.com
Glimmering, LLC	Leslie Camacho, Managing Member	Bend	OR	541-728-3321	leslie.camacho@eosworldwide.com
Flgaline Strategy LLC	Ryan J. Lewis, Manager	Bend	OR	503-332-5604	ryan.lewis@eosworldwide.com

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Thrive Coaching, LLC	Amy S. Morin, Owner	Newberg	OR	406-426-0266	amy.morin@eosworldwide.com
Disrupt Partners, LLC dba Traction Unlocked	Eliot Wajskol, President	Portland	OR	503-819-9813	eliot.wajskol@eosworldwide.com
HowToBusiness.com LLC	Zac Cramer, CEO	Portland	OR	310-567-5292	zac.cramer@eosworldwide.com
e5 Leadership Group, LLC	Jim Kinnier, President	Portland	OR	503-567-8512	jim.kinnier@eosworldwide.com
The Virtual Asset LLC dba Reach Traction	Denise Haney, Owner	Bethlehem	PA	610-570-1956	denise.haney@eosworldwide.com
SAGE Insights LLC	Maria Baseggio, President	Blue Bell	PA	610-517-8785	maria.baseggio@eosworldwide.com
SE King Enterprises, LLC	Steve King, Owner	Camp Hill	PA	201-410-3689	steve.king@eosworldwide.com
FreeBridge Services d/b/a FreeBridge	Michael Halperin, President	Cranberry Township	PA	412-538-8265	michael.halperin@eosworldwide.com
Rodney Nolt	Rodney Nolt	Denver	PA	717-629-0313	rodney.nolt@eosworldwide.com
CultureCures, LLC	Timothy R. Tannert, President	Gibsonia	PA	412-518-1233	timothy.tannert@eosworldwide.com
A Call to Excellence, LLC	Derek A. Newcomer, Owner	Harrisburg	PA	717-676-6772	derek.newcomer@eosworldwide.com
Entrepreneurial Leadership Associates, LLC	Bill Stratton, President	Lititz	PA	717-495-1429	bill.stratton@eosworldwide.com
Accelerated Business Strategies, LLC	James Socci, President	Macungie	PA	610-406-2265	james.socci@eosworldwide.com
Foss Consulting LLC	Matthew Foss, Principal	Mechanicsburg	PA	480-772-7702	matthew.foss@eosworldwide.com
Traction Specialists LLC	Amy Holtz, CEO	Merion	PA	610-291-2552	amy.holtz@eosworldwide.com

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Stonefield Consulting, Inc.	Marshall D. Welch III, President	Montoursville	PA	570-916-0519	marshall.welch.iii@eosworldwide.com
Achieve Business Services, LLC	Lloyd Wolf, CEO	Murrysville	PA	412-533-7355	lloyd.wolf@eosworldwide.com
White Stone Solutions, LLC	Brian White, Owner	Pillsburg	PA	302-383-2391	brian.white@eosworldwide.com
4TG LLC	Angela Kalemis, Owner	Villanova	PA	732-762-7162	angela.kalemis@eosworldwide.com
The Allele Group LLC	Monica Justice	West Chester	PA	484-880-3667	monica.justice@eosworldwide.com
Coherent Consulting, LLC dba Coherent Coaching	Edward (Ed) C. Callahan, Jr., Owner	West Chester	PA	484-432-9388	edward.callahan@eosworldwide.com
Northbound Strategies LLC	Eric Lynn, President	Willow Grove	PA	215-275-9877	eric.lynn@eosworldwide.com
Evolve YT, LLC	Phillip Cooper, CEO	Yardley	PA	609-947-4503	phillip.cooper@eosworldwide.com
Courageous Thinking Inc.	Linda Lindquist-Bishop, President	Newport Beach	RI	312-560-1168	linda.lindquist-bishop@eosworldwide.com
TNMJR LLC	Thomas Neil McLean, Jr., President	Blythewood	SC	803-546-9223	thomas.mclean@eosworldwide.com
KMH Coaching, LLC	K. Meghan H. Hickman, President	Columbia	SC	864-314-0923	meghan.hickman@eosworldwide.com
CXO Clarity, LLC	Chavous P. Camp, Member	Columbia	SC	803-518-2513	chavous.camp@eosworldwide.com
Avanti Leadership, LLC	Derek Anderson, CEO	Columbia	SC	803-949-0585	derek.anderson@eosworldwide.com
Hatchery Partners LLC	Dale C. Williams, President	Kiawah Island	SC	203-858-6760	dale.williams@eosworldwide.com

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Next Step Strategies, LLC	Dan Mucci, Owner	North Myrtle Beach	SC	843-877-1555	dan.mucci@eosworldwide.com
Visionary Companies, LLC	Kathryn Johnson, President	Brandon	SD	605-444-2082	kathryn.johnson@eosworldwide.com
Kyle J. Kangas d/b/a VTH Works	Kyle J. Kangas, Owner	Lake Norden	SD	605-520-2133	kyle.kangas@eosworldwide.com
Timothy Barrett	Timothy Barrett	Hendersonville	TN	615-512-9701	timothy.barrett@eosworldwide.com
Justin Cook dba Close the Gap Coaching	Justin Cook, Founder	Nashville	TN	615-336-7133	justin.cook@eosworldwide.com
ROI Associates PC	Greig Davis, President	Nashville	TN	919-710-7376	greig.davis@eosworldwide.com
Aprende Coaching	Greg Benson, President	Arlington	TX	817-704-3473	greg.benson@eosworldwide.com
CXO Service Company	Damon Neth, Founder & CEO	Austin	TX	512-769-9602	damon.neth@eosworldwide.com
BizRocks	Bryan Uecker	Austin	TX	512-577-4725	bryan.uecker@eosworldwide.com
Jackson Smith	Jackson Smith	Austin	TX	512-623-0066	jackson.smith@eosworldwide.com
Triangle Focus, LLC	Edward (Eddie) Russ, Owner	Austin	TX	512-420-9450	edward.russ@eosworldwide.com
RA McD, LLC	Randall Drew McDougal	College Station	TX	979-574-4571	randall.mcdougal@eosworldwide.com
EOS Summit Corporation d/b/a The Entrepreneur's Summit	Dawn Clarke, Member	Colleyville	TX	817-896-0281	dawn.clarke@eosworldwide.com
Beckwith Ventures, LLC dba Planting Traction	Andrew Newsom, President	Dallas	TX	214-755-4744	andrew.newsom@eosworldwide.com



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Mink Advisors LLC	Justin Mink, President	Dallas	TX	703-862-4464	justin.mink@eosworldwide.com
Spiller Works, Inc.	Shane Spillers, President	Dallas	TX	214-519-9599	shane.spillers@eosworldwide.com
SYR Consulting, LLC	Steven Ross, Owner	Dallas	TX	214-799-9650	steven.ross@eosworldwide.com
Pathos Consulting Group, Inc.	Ryan Wall, CEO	Dallas	TX	214-924-7905	ryan.wall@eosworldwide.com
JPECA, Inc. d/b/a Whittle & Partners	Jeff Whittle, President	Dallas	TX	214-240-6787	jeff.whittle@eosworldwide.com
Mpowered Businesses LLC	Ann Sheu, President	Dallas	TX	214-808-6375	ann.sheu@eosworldwide.com
Peloton One, LLC	Mark C. Winters, President	Flower Mound	TX	214-810-6291	mark.winters@eosworldwide.com
Jeffrey J. Schafer	Jeffery J. Schafer	Frisco	TX	972-971-4197	jeffery.schafer@eosworldwide.com
Your Secret Weapon LLC	Daniel Himel, Owner	Frisco	TX	214-536-9771	daniel.himel@eosworldwide.com
Entrepreneurial Edge LLC	Erik Yeargan, Managing Member	Georgetown	TX	512-998-0490	erik.yeargan@eosworldwide.com
WV Enterprises, LLC	Lesa A. Skipper, Owner	Hockley	TX	832-265-1510	lesa.skipper@eosworldwide.com
The Center 4 Growth, LLC	Evie W. Smith, Member	Houston	TX	713-874-1648	evie.smith@eosworldwide.com
Christine R. Spray	Christine R. Spray	Houston	TX	832-380-8224	christine.spray@eosworldwide.com
Mark Henderson Leary, LLC	Mark Henderson Leary, Managing Member	Houston	TX	713-539-9084	mark.leary@eosworldwide.com
Clements Solutions, LLC d/b/a Springboard SO	Lorie Clements, Owner	Houston	TX	832-316-2402	lorie.clements@eosworldwide.com

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TKV Enterprises, LLC	JT Wiederholt, Managing Partner	Katy	TX	832-732-5651	jt.wiederholt@eosworldwide.com
TractionFirst, LLC	Jill Young, Owner	Keller	TX	817-372-0183	jill.young@eosworldwide.com
Steele Kizerian	Steele Kizerian	Lewisville	TX	714-595-0696	steele.kizerian@eosworldwide.com
Rainee Busby d/b/a Raineebusby.com	Rainee Busby, Owner	Magnolia	TX	281-704-3339	rainee.busby@eosworldwide.com
Rippee, LLC	Curtis Rippee, Managing Member	McKinney	TX	214-293-3414	curtis.rippee@eosworldwide.com
Rodney B. Smith	Rodney B. Smith	New Braunfels	TX	210-669-3855	rodney.smith@eosworldwide.com
Apex Catalyst Group, LLC	Sandi Mitchell, CEO	North Richland Hills	TX	682-200-1412	sandi.mitchell@eosworldwide.com
Castillo Consulting Group LLC	Christopher Castillo, Owner	Plano	TX	916-717-3332	christopher.castillo@eosworldwide.com
Current Strategies, LLC	Curt Swindoll, President	Plant	TX	214-605-1156	curt.swindoll@eosworldwide.com
CHD2 Enterprises, LLC	Chris H. Davenport, CEO	Prosper	TX	713-301-0680	chris.davenport@eosworldwide.com
Lynskey Management Services	Leonard Lynskey, Principal	Rockwall	TX	214-668-7761	leonard.lynskey@eosworldwide.com
Brewer Leadership, LLC	Jim Brewer, Managing Partner	Rockwall	TX	972-467-4463	jim.brewer@eosworldwide.com
Hye Standards LLC	Amy Johannsen, Owner	Rockwall	TX	214-668-0317	amy.johannsen@eosworldwide.com
Nashkhor Management LLC	Khori Hunter, President	Richmond	TX	281-512-8794	khori.hunter@eosworldwide.com
See What Love Can Do, Inc.	Mary Reilly-Magee, President	San Antonio	TX	210-381-9174	mary.reilly-magee@eosworldwide.com
Authentic Impact, LLC	Elizabeth Davis, Member	Spicewood	TX	512-784-4012	elizabeth.davis@eosworldwide.com

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Horizon Leadership, LLC	Kurt Schneiber, CEO/Founder	Spring	TX	612-381-7417	kurt.schneiber@eosworldwide.com
JDSM Enterprises, Inc.	Don Maranca, President	San Antonio	TX	210-867-7018	don.maranca@eosworldwide.com
Team Traction, Inc.	Jeff Bain, Owner	Sugar Land	TX	850-473-1100	jeff.bain@eosworldwide.com
Preston Yancey	Preston Yancey	Waco	TX	936-827-4940	preston.yancey@eosworldwide.com
Higher Element LLC	R. Byron Attridge, Jr., Principal	West Lake Hills	TX	512-470-2453	byron.attridge@eosworldwide.com
On The Level Consulting, L.L.C.	Craig Andrews, Owner	Ivins	UT	435-678-9895	craig.andrews@eosworldwide.com
Toney Co., LLC	Daniel S. Toney, Owner	Kaysville	UT	801-664-4875	daniel.toney@eosworldwide.com
ManagementStream, Inc.	Kyle Fowles, Owner	Kaysville	UT	801-341-1000	kyle.fowles@eosworldwide.com
Robert A. Rouse	Robert A. Rouse	West Mapleton	UT	801-388-2879	robert.rouse@eosworldwide.com
Navigator 267, Inc.	Will Karbach, CEO	Daleville	VA	540-632-4499	will.karbach@eosworldwide.com
Great People, LLC	James J. (JJ) White, President	Goochland	VA	540-915-2900	james.white@eosworldwide.com
Jason Williams	Jason Williams	Virginia Beach	VA	757-967-7468	jason.williams@eosworldwide.com
High Country NW LLC	Donald W. Sasse, Member	Battle Ground	WA	360-907-8626	donald.w.sasse@eosworldwide.com
Eupraxis Consulting, LLC	Craig Wigginton, President	Battle Ground	WA	360-448-0944	craig.wigginton@eosworldwide.com
Luckensmeyer OS Facilitation LLC	Stacy Luckensmeyer, Owner	Cashmere	WA	509-670-7787	stacy.luckensmeyer@eosworldwide.com

<b>Franchisee Name</b>	<b>Name and Title (if applicable) of Authorized Person</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Email Address</b>
Cheri Dudek Consulting, LLC	Cheri Dudek, Owner	East Wenatchee	WA	509-421-7662	cheri.dudek@eosworldwide.com
Key Process Innovations, LLC	Julie Markee, Managing Director	La Center	WA	360-975-8110	julie.markee@eosworldwide.com
eight31 Consulting llc	James D. Paras, Owner	Liberty Lake	WA	509-981-9393	james.paras@eosworldwide.com
Kludt Holdings, LLC	Jonathan Kludt, President	Manson	WA	509-470-4000	jonathan.kludt@eosworldwide.com
Marvon, Inc.,	Marty Vondrell, President	Stanwood	WA	425-877-8808	marty.vondrell@eosworldwide.com
Pac Crest Business Engineering, LLC	Matthew D. Todd	Yacolt	WA	360-518-7718	matthew.todd@eosworldwide.com
JDLake Business Partners, LLC	John Lake, Owner/Consultant	La Crosse	WI	608-792-3419	john.lake@eosworldwide.com
Arnson Associates, LLC	Margaret Thoreson, Sole Member	Lake Mebagamon	WI	715-292-6348	margaret.thoreson@eosworldwide.com
Integrum Foundation Coaching, LLC	Jon Teraoka, Owner	New Berlin	WI	414-349-7341	jon.teraoka@eosworldwide.com
Headlee Ventures, Inc.	John Headlee, CEO	Morgantown	WV	216-777-0642	john.headlee@eosworldwide.com
Katina Koller, LLC	Katina Koller, Managing Member	Cody	WY	520-999-0239	katina.koller@eosworldwide.com

## EXHIBIT H

### **Franchisees Who Have Left The System**

(as of the Issuance Date)

**If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise System.**

**The following franchisees exercised their 60-day termination for convenience rights under the Franchise Agreement:**

#### **2021**

Robert T. Krebsbach, Owner  
Krebsbach Business Consulting LLC  
763-607-3817  
Cited Relocation

Kristen Plauche, Manager  
10X10XConsulting LLC  
337-344-3166  
Terminated in order to transition implementing role to her husband, Andrew Plauche, who signed a new Franchise Agreement on behalf of 10X10XConsulting LLC

Richard Cottrell, CEO  
EvaMor-IL, Inc.  
636-284-0569  
Cited personal reasons

Frank Girardi, President  
Functional Impact LLC  
315-727-3589  
Cited personal Reasons

Eric Albertson, President  
Albertson Performance Group, Inc.  
503-709-4162  
Cited retirement

#### **2022**

Loraine Hardin  
Level Ten Consulting, LLC  
d/b/a Hardin & As  
515-7070-4170  
Cite that she accepted full-time position

Sandy Fekete

Fekete + Company, Inc.  
614-582-6169  
Cited relocation

Dan Conlin  
206-919-4811  
Cited personal reasons

There are no other franchisees who have had their franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year or during the current year through the Issuance Date of this Disclosure Document, or who have not communicated with us within 10 weeks of the Issuance Date.

## **EXHIBIT I**

### **Franchisee Disclosure Acknowledgment Statement**

As you know, EOS Worldwide Franchising, LLC (the “Franchisor”, “we”, “us”, or “our”) and you are preparing to enter into a Franchise Agreement (the “Franchise Agreement”) for the establishment and operation of an EOS Worldwide franchised Business (the “Franchised Business”). The purpose of this Franchisee Disclosure Acknowledgment Statement (this “Questionnaire”) is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by other third parties acting on behalf of the Franchisor that have not been authorized, or that were not disclosed in our Franchise Disclosure Document (the “Disclosure Document”) or that may be untrue, inaccurate or misleading. Franchisor, through the use of this Questionnaire, desires to ascertain that (a) the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks; and (b) you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee.

Further, to the extent you spoke with other franchisees about their experiences with us and the EOS franchise system, those franchisees are not our employees or representatives and are not authorized to speak on our behalf. Information any such franchisee may have shared is based on their views and experiences alone, and should not be attributed to the Franchisor or its employees or representatives in any way.

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

1. I had my first face-to-face meeting with a Franchisor representative on \_\_\_\_\_, 20\_\_.

2. Have you received and personally reviewed the Disclosure Document and the Franchise Agreement (including their respective exhibits, addenda, , attachments and related agreements) provided to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Do you understand all of the information contained in the Disclosure Document and the Franchise Agreement (including their respective exhibits, addenda, attachments and related agreements) provided to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, what parts of our Franchise Disclosure Document and/or the Franchise Agreement (including their respective exhibits, addenda, attachments and related agreements) do you not understand? (Attach additional pages, if necessary.)

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5. Have you discussed the benefits and risks of establishing and operating an EOS Franchised Business with an attorney, accountant, or other professional advisor?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, do you wish to have more time to do so?

Yes \_\_\_\_\_ No \_\_\_\_\_

***As a reminder, we strongly encourage each franchisee to speak with an attorney, accountant and/ or other trusted advisors before signing a EOS Worldwide franchise agreement.***

6. Do you understand that the success or failure of your Franchised Business will depend in large part on many variables other economic and business factors that we or our employees, agents and other representatives do not control, including, among other things, your skills, abilities and personal effort, the hours worked by you, competition from other businesses, interest rates, the economy, inflation, labor and supply costs, franchise location, operation costs, lease terms and costs, the marketplace, and your management capabilities?

Yes \_\_\_\_\_ No \_\_\_\_\_

Further, do you understand that the economic and business factors that exist at the time you start operating may change over time?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. Has any employee or other person speaking on behalf of the Franchisor made any statement, claim, or promise concerning the actual or potential revenues, profits, earnings, income or operating costs of an EOS Franchised Business or franchisee (or of any group of such businesses), that is contrary to or different from the information contained in our Franchise Disclosure Document?

Yes \_\_\_\_\_ No \_\_\_\_\_

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



Yes \_\_\_\_\_ No \_\_\_\_\_

9. Has any employee or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or Franchise Agreement?

Yes \_\_\_\_\_ No \_\_\_\_\_

10. Have you entered into any binding agreement with the Franchisor concerning the purchase of this Franchised Business prior to today?

Yes \_\_\_\_\_ No \_\_\_\_\_

11. Have you paid any money to the Franchisor concerning the purchase of this Franchised Business prior to today?

Yes \_\_\_\_\_ No \_\_\_\_\_

12. Have you spoken to any other franchisee(s) of this system before deciding to purchase this Franchised Business? If so, who?

If you have answered "No" to question 6, or "Yes" to any one of questions 7-12, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below, identifying *specifically* which questions the additional explanations apply to) If you have answered "Yes" to question 6, and "No" to each of questions 7-12, please leave the following lines blank.

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I signed the Franchise Agreement and Addendum (if any) on \_\_\_\_\_, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor and until I pay the Initial Franchise Fee and the Boot Camp Fee.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the Franchised Business subject to many variables, including, among other things, your skills, abilities and personal effort, the hours worked by you, competition from other businesses, interest rates, the economy, inflation, labor and supply costs, franchise

location, operation costs, lease terms and costs, the marketplace, and your management capabilities. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representations, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including any broker) as to the likelihood of success of the Franchised Business. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including any broker) concerning actual, projected or forecasted sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

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C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

- (i) a person or entity listed in the Annex to the Executive Order;
  - (ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;
  - (iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism;
- or
- (iv) owned or controlled by terrorists or sponsors of terrorism.

D. You further acknowledge that:

- (i) any statements regarding the potential or probable revenues, sales or profits of the Franchised Business, if any, are made solely in Item 19 of the Disclosure Document delivered to you prior to signing this Questionnaire;
- (ii) any statement regarding the potential or probable revenues, sales or profits of the business venture or statistical information regarding any existing EOS Worldwide Franchises that is not contained in our Disclosure Document is unauthorized, unwarranted and unreliable and should be reported to us immediately;
- (iii) any information you obtained from our EOS Worldwide franchisees relating to revenues, sales, profits or otherwise does not constitute information obtained from us and we do not warrant or guaranty the accuracy of any such information;

(iv) you have not received any representations about the EOS Worldwide Franchised Business made by us, or our officers, directors, employees or agents that are contrary to the statements made in our Disclosure Document or to the terms of the Franchise Agreement; and

(v) 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.

E. No franchise sellers, other than Brittany Bachman, Barbara Yeakey and Julie Diamond, were involved in offering the franchise to me, except as follows (If none, you should write "NONE").

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IN WITNESS WHEREOF, the undersigned has executed this Questionnaire effective as of the date of the Franchise Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

## EXHIBIT J

### Minimum Insurance Requirements (United States)

Type of Insurance	Minimum Limits of Not Less Than	Additional Insured Endorsement	Required Coverage	Additional Information
Commercial General Liability:  Each Occurrence  Annual General Aggregate	  \$1,000,000 USD  \$1,000,000 USD	Yes  See section above titled “ <i>Franchisor Named Additional Insured</i> ”	<i>Must be referenced in the “Additional Remarks” section of the Insurance Certificate</i>  <ul style="list-style-type: none"> <li>• Primary/Non-Contributory</li> <li>• Blanket contractual liability (including broadest contractual liability coverage available for franchisee’s indemnification obligations under the franchise agreement)</li> <li>• Ongoing and completed operations</li> <li>• May not combine coverages with non-EOSW franchise operations</li> </ul>	Should provide coverage on an occurrence form basis and include coverage for alleged or actual bodily injury, property damage, personal and advertising injury.  Should provide defense and indemnity coverage for occurrences, wrongful acts, claims and lawsuits covered or potentially covered that happen or have effect anywhere in the world.  <i>Note: CGL can often include Hired and Non-Owned automobile coverage for a small additional premium.</i>
Professional (Errors & Omissions) Liability  Each Occurrence  Annual General Aggregate	  \$1,000,000 USD  \$1,000,000 USD	Yes  See section above titled “ <i>Franchisor Named Additional Insured</i> ”	<i>Must be referenced in the “Additional Remarks” section of the Insurance Certificate</i>  <ul style="list-style-type: none"> <li>• Primary/Non-Contributory</li> <li>• Blanket contractual liability (including broadest contractual liability coverage available for franchisee’s indemnification obligations under the franchise agreement)</li> <li>• Ongoing and completed operations</li> <li>• May not combine coverages with non-EOSW franchise operations</li> </ul>	Should provide coverage for loss or liability due to any <i>alleged or actual act, error, omission, or negligence</i> of franchisee and its employees, agents and representatives in connection with any services provided in connection with the franchise agreement

If you believe that you should not be required to carry an identified type of insurance or otherwise comply with our minimum insurance requirements, you must submit a written waiver request and obtain a written waiver from Franchisor. Until such time as we notify you in writing of our waiver, you are obligated to comply with all minimum insurance requirements.

## EXHIBIT K

### State Effective Dates

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	March 1, 2022
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

**EXHIBIT L**

**Receipt**

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If EOS Worldwide Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If EOS Worldwide 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, D.C. 20580 and the state agency listed on Exhibit C.

The franchisor is EOS Worldwide Franchising, LLC located at 2254 Cole Street, Suite 130, Birmingham, MI 48009. Its telephone number is (248) 278-8220. The following individuals may act as EOS Worldwide Franchising, LLC’s in connection with the offering of this franchise: Brittany Bachman, CJ Dubè, Barbara Yeakey and Julie Diamond.

Issuance Date: March 23, 2022.

EOS Worldwide Franchising, LLC authorizes the agents listed on Exhibit D to receive service of process in the respective states. I received a Disclosure Document dated March 23, 2022, that included the following Exhibits:

- |  |  |
|--|--|
| A. Form of Franchise Agreement         | G. List of Franchisees                             |
| B. Financial Statements                | H. Franchisees Who Have Left the System            |
| C. State Administrators                | I. Franchisee Disclosure Acknowledgement Statement |
| D. State Agents for Service of Process | J. Minimum Insurance Requirements                  |
| E. State Addenda to FDD                | K. State Effective Dates                           |
| F. Operations Manual Table of Contents | L. Receipt   |

\_\_\_\_\_  
Date Received (Do Not Leave Blank)

\_\_\_\_\_  
Prospective Franchisee Signature

\_\_\_\_\_  
Prospective Franchisee Printed Name

You may return the signed receipt either by signing, dating and mailing it to EOS Worldwide Franchising, LLC at 2254 Cole Street, Suite 130, Birmingham, MI 48009, or by emailing a .pdf copy of the signed and dated receipt to EOS Worldwide Franchising, LLC at [franchise@EOSworldwide.com](mailto:franchise@EOSworldwide.com).

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