

Provision	Section In Franchise or Other Agreement	Summary
	Section 10 – ADA	No modifications without consent of all parties.
t. Integration/ merger clause	Section 19(a) – Franchise Agreement and Section 10 – ADA	Only the terms of the Franchise Agreement, Area Development Agreement, and other written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement/Area Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the disclosure document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	Sections 21– Franchise Agreement and Section 10 – ADA	All disputes must be submitted to binding arbitration under the rules of the American Arbitration Association, subject to applicable state laws.
v. Choice of forum	Section 21(a) and (e) – Franchise Agreement and Section 10 – ADA	Arbitration proceedings will be held exclusively in the county of our headquarters (currently, Palm Beach County, Florida). You must bring actions for injunctive relief in the state and federal courts with jurisdiction over Palm Beach County, Florida (subject to applicable state law). We may bring an action for injunctive relief in state or federal courts in Palm Beach County, Florida or any court in the state where you reside or your Studio is located. These provisions are subject to applicable state laws.
w. Choice of law	Section 21(f) – Franchise Agreement and Section 10 – ADA	Subject to applicable state laws, the Federal Arbitration Act, and other federal laws, Florida law applies, without regard to Florida conflict-of-laws rules.

ITEM 18 PUBLIC FIGURES

We do not use any public figures 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.

Gross Sales as used in this Item 19 includes all revenues generated by the Orangetheory Studio and reported to us during the 12-month period ended February 28, 2026 (the “Relevant Time Period”). Gross Sales does not include taxes collected from a customer and paid to a taxing authority, refunds and credits provided to customers, and rent or fees collected from an unrelated business that is not directly accessible from the Studio. This is the same definition of Gross Sales in our Franchise Agreement.

As of February 28, 2026 there were 1,201 franchised Orangetheory Fitness Studios in the System. This number does not include 95 franchised Orangetheory Fitness Studios that permanently closed during the Relevant Time Period. All of these Studios were open for at least 12 months before permanently closing.

The historical financial information below is taken from the 1,189 franchised Orangetheory Fitness Studios that were open and operating for the Relevant Time Period (collectively, the “Franchised Studios”). The Franchised Studios also include two Studios that were temporarily closed in 2025 due to storm damage. The earliest of the Franchised Studios opened in 2011 and the latest in 2025.

The information in the charts below was derived from information reported to us by the Franchised Studios for the Relevant Time Period. The information is split into two sections covering financial and membership information, respectively, as further described below:

- Section A – Total Gross Sales.
- Section B – Monthly Member Count.

The charts below provide the information for all Franchised Studios and for each group of Franchised Studios in a quartile based on Gross Sales. The Franchised Studios were placed in quartiles based on their individual Gross Sales for the Relevant Time Period. The Franchised Studios with the highest Gross Sales were placed in the Top quartile, and the next in each other quartile in descending order with those Franchised Studios with the lowest Gross Sales being placed in the fourth quartile. These Gross Sales quartiles were used for each Section below.

Section A
Total Gross Sales

	Average of All Franchised Studios	Top 1/4 Average	Second 1/4 Average	Third 1/4 Average	Fourth 1/4 Average
Total Gross Sales	\$ 802,145	\$1,205,826	\$ 857,849	\$670,024	\$475,979
Number/Percentage Met or Exceeded Average Total Gross Sales	518 / 44%	98 / 33%	142 / 48%	143 / 48%	169 / 57%
Median Total Gross Sales	\$750,643	\$1,136,849	\$855,427	\$668,456	\$493,135
Highest Total Gross Sales	\$2,870,191	\$2,870,191	\$975,601	\$750,643	\$592,502
Lowest Total Gross Sales	\$156,118	\$976,652	\$750,932	\$592,602	\$156,118

The average Gross Sales of the Franchised Studios disclosed in the chart above was calculated by determining the total amount of Gross Sales of the Franchised Studios during the Relevant Time Period and dividing that amount by the total number of Franchised Studios. This same calculation was performed for each group of Franchised Studios in each quartile, but by dividing by the total number of Studios in the quartile.

Section B
Monthly Member Count

	Average of All Franchised Studios	Top 1/4 Average	Second 1/4 Average	Third 1/4 Average	Fourth 1/4 Average
Monthly Member Count	444	630	477	386	284
#/% At or Above Average Monthly Member	526 / 44%	129 / 43%	145 / 49%	157 / 53%	162 / 54%
Median Monthly Member Count	425	615	476	387	288
Highest Monthly Member Count	1,390	1,390	640	505	388
Lowest Monthly Member Count	105	338	287	198	105

The average Monthly Member Count of the Franchised Studios was calculated by determining the monthly member average of each of these Franchised Studios during the Relevant Time Period and then determining the average of all of these monthly averages. To determine the average Monthly Member Count of each of these Franchised Studios we determined the total number of members of that Studio during the Relevant Time Period and divided by 12. We used this same calculation to determine the average Monthly Member Count for each group of Franchised Studios in each quartile.

For purposes of calculating the Monthly Member Count we considered a member of a Franchised Studio to be an individual who attends at least 1 class per month in the Franchised Studio and has a membership agreement with that Franchised Studio. We have only counted these members as one even if they attend multiple classes or attend a class more than one time per month. We have not included as a member a class participant who does not have a signed membership agreement with the Franchised Studio that they attended a class in, or an individual who attends a class at a Franchised Studio based on their status as a member of a platform or other service that allows them to frequent different studios or gyms (commonly known as fitness aggregators), but does not have a membership agreement with that Franchised Studio.

GENERAL INFORMATION APPLICABLE TO ALL OF ITEM 19

Some Orangetheory Fitness Studios have sold these amounts. Your individual results may differ. There is no assurance that you'll sell as much.

Percentages were rounded to the nearest whole percent and dollar amounts to the nearest dollar.

The information disclosed in this Item 19 does not reflect the cost of sales, operating expenses, or other costs or expenses that must be deducted from the Gross Sales information to calculate net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Orangetheory Fitness Studio. Franchisees or former franchisees listed in this disclosure document may be one source of this information.

All of the Franchised Studios offered substantially the same products and services as you are expected to offer.

Written substantiation for the financial performance representations made in this Item 19 will be made available to you upon reasonable request.

Other than as set forth above, we do not make any representations about a franchisee's future financial performance or the past financial performance of 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 General Counsel James Goniea at 111 Weir Drive, Woodbury, Minnesota 55125, telephone (651) 438-5000, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

All numbers are as of December 31 of the applicable year. We do not operate any Studios. Our affiliates operate the "Affiliate-Owned Studios" described in this Item 20.

**Table No. 1
System-wide Studio Summary
For Years 2023 to 2025**

Studio Type	Year	Studios at the Start of the Year	Studios at the End of the Year	Net Change
Franchised	2023	1281	1311	+30
	2024	1311	1283	-28
	2025	1283	1209	-74
Affiliate-Owned	2023	21	22	+1
	2024	22	15	-7
	2025	15	15	0
Total Studios	2023	1302	1333	+31
	2024	1333	1298	-35
	2025	1298	1224	-74

**Table No. 2
Transfers of Studios from Franchisees to New Owners (other than to us)
For Years 2023 to 2025**

State	Year	Number of Transfers
Alabama	2023	0
	2024	0
	2025	2
Arizona	2023	0
	2024	0
	2025	9
Arkansas	2023	9
	2024	1
	2025	0
California	2023	0
	2024	0
	2025	6
Colorado	2023	0
	2024	0
	2025	5