

	Provision	Section in Development Agreement	Summary
v.	Choice of forum	Section 9	Subject to applicable state laws, you and your Owners must, and we may, bring claims in federal or state courts located in Chicago, Illinois (or the city in which our principal place of business is then located, if we no longer have an office in Chicago).
w.	Choice of law	Section 9	Subject to applicable state laws, Illinois law applies, without regard to Illinois conflict-of-laws rules.

## ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote our Franchises, but may do so in the future.

## 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.

As of December 31, 2025, there were 28 franchised Studios and 3 Affiliate-Owned Studios open and in operation in the United States. Of the 28 franchised Studios, 15 were not open for at least 12 full months as of December 31, 2025 and therefore were excluded altogether from this financial performance representation. In addition, 2 franchised Studios were excluded from this financial performance representation because they did not properly report their financial results to us for the period from January 1, 2025 through December 31, 2025 (the “**Covered Period**”) and 1 franchised Studio was excluded from this financial performance representation because it ceased full-time operations during the Covered Period. The remaining 10 franchised Studios operated for at least 12 full months as of December 31, 2025, properly reported their financial results to us, and operated on a full-time basis for the entire Covered Period (the “**Qualified Franchised Studios**”). No Affiliate-Owned Studios closed during the Covered Period. No Affiliate-Owned Studios were excluded from Part I of this financial performance representation. All 3 of the Affiliate-Owned Studios were open for at least 12 full months as of December 31, 2025 and operated on a full-time basis for the entire Covered Period (the “**Qualified Affiliate-Owned Studios**”) and, together with the Qualified Franchised Studios, the “**Qualified Studios**”).

There are no material financial or operational characteristics of the Qualified Affiliate-Owned Studios that we reasonably anticipate to differ from operational franchise outlet, except that the Qualified Affiliate-Owned Studios are all located in high cost of living areas, which may result in increased Gross Revenue and increased costs for those Affiliate-Owned Studios as compared to franchised Studios located in areas with lower costs of living.

We define Gross Revenue in this Item 19 the same way we define it in Item 6. “**Gross Revenue**” means all revenue that the Studio receives or otherwise derives from operations, whether from cash, check, credit or debit card, gift card or gift certificate, or other credit transactions, including any implied or imputed Gross Revenue from any business interruption insurance and promotional allowances or rebates paid in connection with the Studio’s purchase of products or supplies or the Studio’s referral of customers. Gross Revenue does not include (i) any bona fide returns and credits

that are actually provided to customers; (ii) any sales or other taxes that the Studio collects from customers and pays directly to the appropriate taxing authority; and (iii) the face value of coupons or discounts that customers redeem. The Studio may not deduct payment provider fees (i.e., bank or credit card company fees and gift card vendor fees) from its Gross Revenue calculation.

## **PART I**

Part I of this financial performance representation provides the following data for the Qualified Studios during the Covered Period: (i) the monthly Gross Revenue; (ii) the monthly Membership Attrition (defined below); and (iii) the annual Revenue Mix (defined below).

**“Membership Attrition”** means the percentage of active Qualified Studio memberships that terminate and are not renewed during the applicable calendar month. Membership Attrition is calculated by dividing (i) the total number of Studio memberships whose paid terms expired and were not renewed during the applicable calendar month by (ii) the total number of active Studio memberships as of the first day of such calendar month. For purposes of this calculation, Studio memberships obtained through third-party insurance or wellness programs are excluded from both the numerator and denominator.

**“Revenue Mix”** means the percentage of the Qualified Studios’ annual Gross Revenue derived from certain categories during the Covered Period.

### **Revenue Mix Categories**

**“Membership Revenue”** means all revenue from (i) sales of Qualified Studio memberships to new or existing Qualified Studio members and (ii) recurring membership and/or subscription fees paid by Qualified Studio members. Membership Revenue excludes revenue derived from third-party insurance or corporate wellness membership programs.

**“Intro Offer Revenue”** means revenue derived from the sale of the Qualified Studio’s introductory offer available to first-time clients.

**“Class Pack Revenue”** means revenue derived from the sale of packages that allow clients to attend a specified number of classes.

**“Drop-In, Events, and Private Class Revenue”** means revenue derived from (i) the purchase of a single class, (ii) private or semi-private classes, and (iii) Qualified Studio-hosted events.

**“Personal Training Revenue”** means revenue derived from personal training sessions provided by Qualified Studio trainers.

**“Fee Revenue”** means revenue derived from fees charged to clients, including but not limited to no-show fees, late cancellation fees, and other administrative fees.

**“Retail and Gift Card Revenue”** means revenue derived from the sale of apparel, accessories, and PVOLVE-branded equipment, as well as the sale of gift cards.

**“Third-Party Revenue”** means revenue derived from third-party platforms or programs that provide client access to Qualified Studio services, including but not limited to corporate wellness membership programs, ClassPass, Gympass, and insurance-based membership programs.

## Gross Revenue of Qualified Studios

	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Covered Period
<b>Gross Revenue of Qualified Studios</b>													
<b>Qualified Affiliate-Owned Studios</b>													<b>SUM</b>
<i>Number of Qualified Affiliate-Owned Studios</i>	3	3	3	3	3	3	3	3	3	3	3	3	
<i>Average Gross Revenue of Qualified Affiliate-Owned Studios</i>	\$91,480	\$86,040	\$89,842	\$96,339	\$99,036	\$88,718	\$86,922	\$85,075	\$90,847	\$86,496	\$86,314	\$88,668	\$1,075,777
<i># / % of Qualified Affiliate-Owned Studios that Met or Exceeded the Average Gross Revenue of Qualified Affiliate-Owned Studios</i>	1 / 33%	1 / 33%	1 / 33%	1 / 33%	1 / 33%	1 / 33%	1 / 33%	1 / 33%	1 / 33%	1 / 33%	1 / 33%	2 / 67%	
<i>Median Gross Revenue of Qualified Affiliate-Owned Studios</i>	\$81,881	\$84,111	\$80,372	\$83,930	\$94,310	\$79,439	\$85,169	\$77,128	\$82,868	\$75,741	\$84,644	\$90,166	\$999,760
<i>High Gross Revenue of Qualified Affiliate-Owned Studios</i>	\$126,310	\$114,067	\$123,692	\$142,296	\$132,764	\$125,242	\$108,463	\$115,068	\$134,447	\$126,675	\$119,632	\$116,580	\$1,485,238
<i>Low Gross Revenue of Qualified Affiliate-Owned Studios</i>	\$66,249	\$59,941	\$65,462	\$62,791	\$70,033	\$61,473	\$67,132	\$63,030	\$55,227	\$57,073	\$54,665	\$59,258	\$742,334
<b>Qualified Franchised Studios</b>													
<i>Number of Qualified Franchised Studios</i>	10	10	10	10	10	10	10	10	10	10	10	10	
<i>Average Gross Revenue of Qualified Franchised Studios</i>	\$42,094	\$40,903	\$44,611	\$45,722	\$51,880	\$40,462	\$41,789	\$40,723	\$42,318	\$42,937	\$46,515	\$45,485	\$525,439
<i># / % of Qualified Franchised Studios that Met or Exceeded the Average Gross Revenue of Qualified Franchised Studios</i>	5 / 50%	5 / 50%	5 / 50%	6 / 60%	6 / 60%	6 / 60%	5 / 50%	5 / 50%	7 / 70%	6 / 60%	4 / 40%	5 / 50%	
<i>Median Gross Revenue of Qualified Franchised Studios</i>	\$42,692	\$39,378	\$45,263	\$46,190	\$53,114	\$40,628	\$41,793	\$40,595	\$43,096	\$43,465	\$44,243	\$45,481	\$525,936
<i>High Gross Revenue of Qualified Franchised Studios</i>	\$50,387	\$53,903	\$52,209	\$53,887	\$61,635	\$48,480	\$53,511	\$47,388	\$54,688	\$53,474	\$60,202	\$58,817	\$648,581
<i>Low Gross Revenue of Qualified Franchised Studios</i>	\$32,980	\$33,049	\$36,319	\$37,082	\$41,065	\$31,590	\$34,994	\$34,782	\$31,890	\$35,512	\$35,912	\$35,465	\$420,640

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**Membership Attrition of Qualified Studios**

<b>Qualified Affiliate-Owned Studios</b>	
<i>Number of Qualified Affiliate-Owned Studios</i>	3
<i>Average Monthly Membership Attrition of Qualified Affiliate-Owned Studios</i>	6%
<i># / % of Qualified Affiliate-Owned Studios that Met or Exceeded the Average Monthly Membership Attrition of Qualified Affiliate-Owned Studios</i>	1 / 33%
<i>Median Monthly Membership Attrition of Qualified Affiliate-Owned Studios</i>	6%
<i>High Monthly Membership Attrition of Qualified Affiliate-Owned Studios</i>	7%
<i>Low Monthly Membership Attrition of Qualified Affiliate-Owned Studios</i>	5%
<b>Qualified Franchised Studios</b>	
<i>Number of Qualified Franchised Studios</i>	10
<i>Average Monthly Membership Attrition of Qualified Franchised Studios</i>	6%
<i># / % of Qualified Franchised Studios that Met or Exceeded the Average Monthly Membership Attrition of Qualified Franchised Studios</i>	5 / 50%
<i>Median Monthly Membership Attrition of Qualified Franchised Studios</i>	6%
<i>High Monthly Membership Attrition of Qualified Franchised Studios</i>	9%
<i>Low Monthly Membership Attrition of Qualified Franchised Studios</i>	4%

## Revenue Mix of Qualified Studios

Qualified Affiliate-Owned Studios - Revenue Mix Categories	Average % of Annual Gross Revenue	High % of Annual Gross Revenue	Low % of Annual Gross Revenue	Median % of Annual Gross Revenue	# / % that Met or Exceeded the Average % of Annual Gross Revenue
Membership Revenue	53%	58%	45%	55%	2 / 67%
Intro Offer Revenue	4%	5%	3%	4%	2 / 67%
Class Pack Revenue	6%	7%	4%	5%	1 / 33%
Drop-In, Events, and Private Class Revenue	9%	11%	5%	10%	2 / 67%
Personal Training Revenue	4%	5%	3%	4%	1 / 33%
Fee Revenue	3%	4%	3%	3%	1 / 33%
Retail and Gift Card Revenue	3%	3%	3%	3%	2 / 67%
Third-Party Revenue	19%	23%	17%	17%	1 / 33%
<b>Qualified Franchised Studios - Revenue Mix Categories</b>					
Membership Revenue	66%	80%	56%	64%	4 / 40%
Intro Offer Revenue	4%	6%	3%	4%	5 / 50%
Class Pack Revenue	8%	17%	4%	8%	4 / 40%
Drop-In, Events, and Private Class Revenue	3%	8%	2%	3%	3 / 30%
Personal Training Revenue	3%	5%	0%	3%	6 / 60%
Fee Revenue	3%	6%	2%	3%	4 / 40%
Retail and Gift Card Revenue	3%	6%	1%	3%	4 / 40%
Third-Party Revenue	10%	19%	2%	10%	5 / 50%

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## Notes to Part I:

1. “**Average Gross Revenue**” is determined by taking the sum of the applicable Qualified Studios’ Gross Revenue during the applicable calendar month and dividing it by the number of applicable Qualified Studios.
2. “**Median Gross Revenue**” is determined by sorting the applicable Qualified Studios’ Gross Revenue during the applicable calendar month in ascending order and identifying the point above and below which 50% of the data falls.
3. “**Average Membership Attrition**” is determined by first calculating each applicable Qualified Studio’s Membership Attrition for each month during the Covered Period. For each month during the Covered Period, the monthly Membership Attrition rates of all applicable Qualified Studios are added up and then divided by the number of applicable Qualified Studios to produce an average Membership Attrition for such month. The Average Membership Attrition for the Covered Period is then determined by taking the sum of the average Membership Attrition rates for each month during the Covered Period and dividing it by 12.
4. “**Median Membership Attrition**” is determined by first calculating each applicable Qualified Studio’s Membership Attrition for each month during the Covered Period. For each month during the Covered Period, the monthly Membership Attrition rates of all applicable Qualified Studios are added up and then divided by the number of applicable Qualified Studios to produce an average Membership Attrition for such month. The resulting figures for each month during the Covered Period are then sorted in ascending order and the Median Membership Attrition is identified as the point above and below which 50% of the data falls.

## PART II

Part II of this financial performance representation provides the annual COGS Excluding Labor Expenses (defined below), the annual Labor Expenses (defined below), the annual Other General and Administrative Expenses (defined below), the annual Marketing Expenses (defined below), and the annual Franchise Fees (defined below) during the Covered Period for the Qualified Franchised Studios. No Affiliate-Owned Studios are included in this Part II because each of them is located in a high cost of living area, operates in a flagship location, and generally incurs higher labor costs than franchised Studios to attract prominent trainers. As a result, their costs may not be representative of the costs incurred by franchised Studios.

“**COGS Excluding Labor Expenses**” means the direct costs associated with goods sold by the Qualified Franchised Studio, excluding any Labor Expenses (as defined below). This includes the cost of retail merchandise sold to consumers (including apparel, PVOLVE-branded equipment, food and beverage items, and supplements) and credit card processing and merchant processing fees.

“**Labor Expenses**” means all compensation paid for services performed at the Qualified Franchised Studio, including amounts paid to salaried and hourly Studio employees and independent contractors, including but not limited to Studio Managers, sales associates, lead trainers, and other trainers. Labor Expenses include base wages or salaries, contractor payments, payroll taxes, payroll processing fees, employee benefits, and bonuses.

**“Rent”** means the amounts paid by the Qualified Franchised Studio for the lease or occupancy of the Studio premises, including base rent and additional rent payable under the lease, such as common area maintenance charges, real estate taxes, and property insurance.

**“Other General and Administrative Expenses”** means operating expenses incurred in the ordinary course of operating the Qualified Franchised Studio that are not otherwise included in COGS Excluding Labor, Labor Expenses, Rent, Marketing Expenses (as defined below) or Franchise Fees (as defined below). These expenses may include, for example, software and technology expenses, insurance, utilities, professional fees, office and administrative expenses, cleaning and maintenance, repairs, shipping and postage, security, and bank fees. Other General and Administrative Expenses do not include debt service, income or other taxes, or inventory purchases.

**“Marketing Expenses”** means expenses incurred for local promotion and marketing of the Qualified Franchised Studio and its services. Marketing expenses may include local advertising and promotional spending, digital advertising, marketing campaigns, promotional materials, marketing agencies and contractors, and related marketing costs.

**“Franchise Fees”** means the fees payable by the Qualified Franchised Studio to us under the Franchise Agreement, including the Royalty Fees, Brand Fund Fees, Technology Fees, and all other applicable fees.

**“Equipment Replenishment”** means amounts payable to us or our affiliate for equipment that the Qualified Franchised Studio orders for use in the Qualified Franchised Studio (not for resale). This amount includes related sales tax, if applicable, and shipping costs.

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## Costs of Qualified Franchised Studios

Qualified Franchised Studios - Cost Categories	Annual Costs				# / % that Met or Exceeded the Average Costs
	Average	High	Low	Median	
COGS Excluding Labor	\$20,940	\$31,308	\$12,080	\$20,406	5 / 50%
Labor Expenses	\$233,269	\$307,059	\$134,654	\$257,281	7 / 70%
Rent	\$142,708	\$184,054	\$94,665	\$145,011	5 / 50%
Other General and Administrative Expenses	\$66,895	\$88,533	\$41,607	\$65,639	5 / 50%
Marketing Expenses	\$39,004	\$74,994	\$23,717	\$35,328	3 / 30%
Franchise Fees	\$46,502	\$58,677	\$36,553	\$47,406	5 / 50%
Equipment Replenishment	\$8,030	\$10,648	\$4,892	\$8,155	5 / 50%

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**Note to Part II:**

The cost data presented above reflects annual operating expenses of the Qualified Franchised Studios during the Covered Period. It excludes interest expense, income and other taxes, depreciation and amortization. In addition, 1 Qualified Franchised Studio accounts for a vehicle under EBITDA. We have excluded this amount from the cost data presented above for that Qualified Franchised Studio.

**Notes to Parts I and II:**

You should conduct an independent investigation of the costs and expenses you will incur in operating your Studio. Franchisees listed in this disclosure document may be one source of this information.

We calculated the figures in the tables above using information that our affiliate and our franchisees provided. No certified public accountant has audited these figures or expressed his or her opinion concerning their content or form. Upon your reasonable request, we will provide written substantiation for these financial performance representations.

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

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Alex Puccillo at 730 W. Randolph Street, Chicago, Illinois 60661, 813-505-6921, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20. OUTLETS AND FRANCHISEE INFORMATION**

All numbers appearing in Tables 1 through 5 below are as of December 31 in each year. Our affiliate operates the Studios listed as "company-owned."

**Table No. 1  
Systemwide Studio Summary  
For years 2023 to 2025**

<b>Studio Type</b>	<b>Year</b>	<b>Studios at the Start of the Year</b>	<b>Studios at the End of the Year</b>	<b>Net Change</b>
Franchised	2023	0	3	+3
	2024	3	13	+10
	2025	13	28	+15