

Provision	Section in Franchise Agreement	Summary
		of two years and within 150 miles of any franchisee or franchisor office be involved in a competing business.
s. Modification of the agreement	Sections 6.5 and 10.8	Modifications require the signed written agreement of the parties. We may modify the Operations Manual.
t. Integration/merger clause	Sections 6.1, 6.5 and 10.8	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, nothing in the Franchise Agreement is intended to disclaim the representations we make in this disclosure document.
u. Dispute resolution by arbitration or mediation	Section 10.9	Subject to state law, you and we agree to submit any disputes or claims first to mediation at shared expense, and then, if needed, to binding arbitration in accordance to the rules of the American Arbitration Association.
v. Choice of forum	Section 10.9	Subject to state law, venue for mediation, arbitration and any litigation is King County, Washington (subject to state law). See State Law Addendum.
w. Choice of law	Section 10.9	Subject to applicable state law, Washington law applies except to the extent governed by the United States Trademark Act and except in those states whose franchise laws require exclusive application of state choice of law rules. See State Law Addendum.

ITEM 18
PUBLIC FIGURES

We do not currently 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.

MATERIAL ASSUMPTIONS FOR TABLE

The following table reflects the historical financial performance of our existing franchisees for the fiscal year ended July 31, 2025. The table does not reflect any costs or expenses that must be deducted from gross revenue figures (commissions) to obtain net income or profit. The franchisees and former franchisees, listed in Item 20, below, may be one source of information about costs and expenses they incur and the earnings and profit they generate in operating their franchised businesses.

The average and median commission figures in the table below are based on the 13 Cycles of our most recent fiscal accounting year ending July 31, 2025 (“Cycle” is defined in Item 1 and Item 6, above). The Cycle commission numbers summarized below were determined after taking each franchisee’s yearly totals and then dividing by 13. The “Average Commissions Per Cycle” is calculated by adding up all annual commission figures within the specified Member range and dividing by the number of figures counted. The “Median Commissions Per Cycle” is calculated by placing all annual commission figures being counted in order of ascending or descending value and finding the middle figure in the list. If there is an even number of figures, the median is calculated by adding the middle two figures and dividing by two.

We collected the confirming data for the table below from our online Trade Exchange Account Manager “TEAM” computer software and database that tracks each franchisee’s business activities.

The data in the table is presented to demonstrate cash commissions results. The calculations are based upon a combination of factors, including number of Members assigned to a franchisee; cash Association Fees paid by those Members; and cash Transaction Fees paid by those Members. The table excludes non-cash commissions such as ITEX Dollar Association Fees or ITEX Dollar Transaction Fees paid by Members and corresponding ITEX Dollar commissions paid to franchisees (See Item 11).

The gross revenue of our franchisees is based upon the cash commission calculation structure reflected in Item 11, above, in Section 3.2 of the Franchise Agreement, and as summarized below.

Franchisee’s Commissions on Cash Association Fees Paid:

Commissions on cash Association Fees we collect are paid at the rate of 35%. As an example, the commission payable on an Association Fee of \$25 cash would be \$8.75 cash. No cash commission will be paid on cash Association Fees collected while an account is in cancellation status.

# Members	X	Member Cash Association Fee	=	Total Cash Association Fee Collected	X	0.35 (35%)	=	Cash Commissions on Association Fees
-----------	---	-----------------------------	---	--------------------------------------	---	------------	---	--------------------------------------