

Provision	Section in Franchise Agreement or other Agreements	Summary
		will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	FA: § 18.8 MUDA: § 7	Subject to applicable state law, Texas law applies; except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (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.

For additional disclosures required by certain states, refer to Exhibit H - State Addenda to Disclosure Document.

## Item 18 PUBLIC FIGURES

As of the issue date of this Disclosure Document, 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.

Presented below is the actual historic financial information of one New Mom School which became franchised owned in April 2024 and was previously owned by our now dissolved affiliate company, The New Mom School, Inc., and is located in Costa Mesa, California (the “Reporting School”). Table I below represents the Gross Sales for the Reporting School from when it was

affiliate-owned from January 1, 2021 to December 31, 2021 (the “2021 Measurement Period”) and the Gross Sales from January 1, 2022 to December 31, 2022 (the “2022 Measurement Period”). The Reporting School has been operating on a full-time basis since 2012 offering services and products substantially similar to the services and products that will be offered by you at your School and became franchised owned in April 2024.

**Table I**

	<b>2021 Measurement Period</b>	<b>2022 Measurement Period</b>
<b>Gross Sales<sup>2</sup></b>	\$406,092.58	\$428,337.70

Table II below details the actual historic financial information for the Reporting School from January 1, 2023 to December 31, 2023 (the “2023 Measurement Period”) and from January 1, 2024 to December 31, 2024 (the “2024 Measurement Period”). In Table II, the Reporting School’s financial information includes from when the Reporting School was affiliate-owned during the full 2023 Measurement Period and from January 1, 2024 to April 4, 2024 (the “Affiliate Owned Measurement Period”). Table II also details financial information from when the Reporting School became franchised owned from April 5, 2024 to December 31, 2024 (the “Franchised Owned Measurement Period”). Table II below includes the total Gross Sales, Cost of Goods Sold, Gross Profit, Franchise Fee expenses and Net Income for the Reporting School during the 2023 Measurement Period and the 2024 Measurement Period.

**Table II**

	<b>2023 Measurement Period</b>	<b>2024 Measurement Period</b>
<b>Gross Sales<sup>2</sup></b>	\$461,286.72	\$507,213.74
<b>Cost of Goods Sold<sup>3</sup></b>	\$168,862.04	\$108,231.22
<b>Gross Profit<sup>4</sup></b>	\$292,424.68	\$398,982.52
<b>Franchise Fees<sup>5</sup></b>	\$0.00	\$30,653.36
<b>Reporting School Expenses<sup>6</sup></b>	\$75,340.86	\$147,919.47
<b>Imputed Royalty Fee<sup>7</sup></b>	\$32,290.07	\$9,829.38
<b>Imputed Marketing Fund Contributions<sup>8</sup></b>	\$4,612.87	\$1,404.20
<b>Imputed Technology Fee<sup>9</sup></b>	\$2,364.00	\$591.00
<b>Imputed Digital Paid Ad Spend Requirement<sup>10</sup></b>	\$18,000.00	\$4,500.00
<b>Net Income<sup>11</sup></b>	\$159,816.88	\$204,085.10

Table III below represents the number of new moms registered for classes during the Pre-Registration Period for all franchised New Mom School locations that have completed its Pre-Registration Period as of March 15, 2025. This chart does not reflect the Reporting School as it has been operational since 2012.

**Table III**

<b>Franchised New Mom School Location</b>	<b>Number of Moms Registered During the Pre-Registration Period<sup>12</sup></b>	<b>New Mom School Opening Date</b>
Rancho Cucamonga, CA	41	September 24, 2024
Gilbert, AZ	61	January 7, 2025
Los Alamitos, CA	79	February 3, 2025
Ballantyne, NC	65	March 1, 2025
Katy, TX	69	March 1, 2025

**Explanatory Notes:**

1. **One outlet has earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.**

2. "Gross Sales" represents the actual gross sales amounts from the sale of all products and services at the Reporting School during the 2021 Measurement Period, the 2022 Measurement Period, the 2023 Measurement Period and the 2024 Measurement Period minus any bona fide refunds issued to customers. The Gross Sales for the 2024 Measurement Period include both Gross Sales from the Affiliate Owned Measurement Period and the Franchised Owned Measurement Period.

3. "Cost of Goods Sold" represents the costs of items used in the Reporting School including subcontractor expenses, general supplies and materials during the 2023 Measurement Period and 2024 Measurement Period. The Cost of Goods Sold for the 2024 Measurement Period includes both Gross Sales from the Affiliate Owned Measurement Period and the Franchised Owned Measurement Period.

4. "Gross Profit" means the Gross Sales minus the total Cost of Goods Sold for the Reporting School during the 2023 Measurement Period and the 2024 Measurement Period. The 2024 Measurement Period includes both Gross Profit from the Affiliate Owned Measurement Period and the Franchised Owned Measurement Period.

5. "Franchise Fees" means the actual franchise fees including Royalty Fees, Marketing Fund Contributions and Technology Fees paid by the Reporting School during the Franchised Owned Measurement Period.

6. "Reporting School Expenses" includes expenses from the Reporting School during the 2023 Measurement Period and 2024 Measurement Period. The 2024 Measurement Period includes expenses incurred during both the Affiliate Owned Measurement Period and the Franchised Owned Measurement Period. The Reporting School Expenses does not include non-ordinary operating expenses that franchisees will not incur.

7. "Imputed Royalty Fee" includes Royalty Fees in the amount that would have been paid during the 2023 Measurement Period and the Affiliate Owned Measurement Period based on the

standard 7% royalty fee rate as required by franchisee during the 2023 Measurement Period and the 2024 Measurement Period.

8. “Imputed Marketing Fund Contributions” include Marketing Fund Contributions in the amount that would have been paid during the 2023 Measurement Period and the Affiliate Owned Measurement Period based on the 1% of Gross Sales rate required by franchisees during the 2023 Measurement Period and the 2024 Measurement Period.

9. “Imputed Technology Fee” includes Technology Fees in the amount that would have been paid during the 2023 Measurement Period and the Affiliate Owned Measurement Period based on the \$197 per month rate that was required by franchisees during the 2023 Measurement Period the 2024 Measurement Period.

10. “Imputed Digital Paid Ad Spend Requirement” includes the \$1,500 per month amount that a franchisee would have been required to spend on digital paid advertisements during the 2023 Measurement Period and during the Affiliate Owned Measurement Period.

11. “Net Income” means the Gross Profit minus the Franchise Fees, the Reporting School Expenses, the Imputed Royalty Fee, the Imputed Marketing Fund Contributions, the Imputed Technology Fee, and the Imputed Digital Paid Ad Spend Requirement during the 2023 Measurement Period and the 2024 Measurement Period.

12. The “Pre-Registration Period” usually includes a period that is 90 to 120 days prior to the franchised New Mom School opening.

13. The Reporting School operates in Costa Mesa, California and during the 2021 Measurement Period, the 2022 Measurement Period, the 2023 Measurement Period and the Affiliate Owned Measurement Period did not operate under any territorial restrictions. The Reporting School is larger than that required for franchisees at 2,000 square feet. The Reporting School has two classrooms and offers a toddler class that may not be available to all franchisees depending on the size of the franchisee’s school. There are no other operations characteristics that differ from the New Mom School you will operate.

14. Written substantiation of all financial information presented in this financial performance representation will be made available to you upon reasonable request.

Other than the above, 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 our CEO Alexandra Spitz, The New Mom School Franchising, LLC, 24672 Royale Ridge, Laguna Niguel, California 92677, (310) 560-3939, [alex@newmomschool.com](mailto:alex@newmomschool.com), the Federal Trade Commission, and the appropriate state regulatory agencies.

**Item 20**  
**OUTLETS AND FRANCHISEE INFORMATION**  
**Table 1**  
**Systemwide Outlet Summary**  
**For Years 2022 to 2024**

<b>Column 1 Outlet Type</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at the Start of the Year</b>	<b>Column 4 Outlets at the End of the Year</b>	<b>Column 5 Net Change</b>
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	2	+2
Company-Owned	2022	2	1	-1
	2023	1	1	0
	2024	1	0	-1
<b>Total Outlets</b>	<b>2022</b>	<b>2</b>	<b>1</b>	<b>-1</b>
	<b>2023</b>	<b>1</b>	<b>1</b>	<b>0</b>
	<b>2024</b>	<b>1</b>	<b>2</b>	<b>+1</b>

**Table 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For Years 2022 to 2024**

<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Number of Transfers</b>
All States	2022	0
	2023	0
	2024	0
<b>Total</b>	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>0</b>
	<b>2024</b>	<b>0</b>