

Provision	Section in Franchise Agreement	Summary
(r) Non-competition covenants after the franchise is terminated or expires	Section 21.2	Prohibited from owning or operating for two years a competing business located or operating within: (i) a 50-mile radius of your Business Location; (ii) a 50-mile radius of any other Journey Payroll & HR Business Location that are operating or under development; and (iii) a 25-mile radius of any Journey Payroll & HR Business Location owned by an affiliate of ours (subject to applicable state law).
(s) Modification of the agreement	Section 25.1	Must be in writing signed by both parties, but Operations Manual subject to change unilaterally by us.
(t) Integration/merger clause	Section 25.2	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 and Franchise Agreement may not be enforceable.
(u) Dispute resolution by arbitration or mediation	Section 23	Except for certain claims, all disputes must be arbitrated in Denver, Colorado (subject to modification by state law).
(v) Choice of forum	Sections 23.1 and 23.3	Colorado (subject to modification by state law).
(w) Choice of law	Section 23.3	Federal Arbitration Act and Colorado law (subject to modification by state law). However, any Promissory Note or Security Agreement will be governed by the laws of the state in which your Journey Payroll & HR franchise is located.

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PUBLIC FIGURES

We do not use any public figure to promote our franchise.

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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.

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 Kevin Welch at Journey Franchising LLC, 3351 Eastbrook Drive, Unit 3, Fort Collins, Colorado 80525 (970) 568-8613, and the Federal Trade Commission, and the appropriate state regulatory agencies.

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OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-wide Outlet Summary
For Years 2021 - 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2021	3	3	0
	2022	3	5	+2
	2023	5	5	0
Company-Owned*	2021	2	2	0
	2022	2	2	0
	2023	2	2	0
Total Outlets	2021	5	5	0
	2022	5	7	+2
	2023	7	7	0

*One of these outlets is owned and operated under a Franchised Agreement by our affiliate.

Table No. 2

Transfers from Franchisees to New Owners (other than the Franchisor)
For Years 2021 - 2023

State	Year	Number of Transfers
Totals	2021	0
	2022	0
	2023	0