

<b>Provision</b>	<b>Section in Franchise or Other Agreements</b>	<b>Summary</b>
s. Modification of the agreement	Franchise Agreement, Section 23(h)	No modifications without consent by all parties, but our manuals are subject to change.
t. Integration/merger clause	Franchise Agreement, Section 23(l)	Only the terms of the Franchise Agreement and other written agreements are binding (subject to applicable state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Franchise Agreement, Section 20	Except for certain disputes, all disputes must be first mediated, and if not settled by mediation, are then subject to arbitration.
v. Choice of forum	Franchise Agreement, Section 20(c)	Subject to state law, arbitration must be in Minnesota.
w. Choice of law	Franchise Agreement, Section 23(b)	Subject to state law, Minnesota law generally applies.

## **ITEM 18. PUBLIC FIGURES**

Benjamin Utecht is a former franchisee of ours, serves as our Chief Culture Officer, and we have also retained him to promote our Conquer Ninja franchise and Conquer Ninja gyms. Mr. Utecht is paid \$500 per month to promote the brand, including through events, appearances and advertisements we may produce that feature his name, image, or likeness, as well as \$2,500 for each sale of a franchise by us to a lead that he referred to us. Mr. Utecht also has an incentive agreement with us under which he retains a right to receive up to five percent (5%) of net proceeds in the event of a change in ownership or change in control of our company. Mr. Utecht does not own an interest in us or any of our affiliates.

Other than as set forth above, we do not use any public figures to promote our franchise.

## **ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits us to provide information about the actual or potential financial performance of our 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) we provide the actual records of an existing outlet you are considering buying; or (2) we supplement 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 financial performance representations. 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 our management by contacting Jake Marshman at 3203 Corporate Center Drive, Suite 190, Burnsville, Minnesota 55306, telephone: 952-426-0520, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20.  
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1  
Systemwide Outlet Summary  
For Years 2022 to 2024<sup>1</sup>**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2022	3	2	-1 <sup>3</sup>
	2023	2	3	+1
	2024	3	5	+2
Company-Owned <sup>2</sup> (Note 2)	2022	5	5	0
	2023	5	6	+1
	2024	6	7	+1
<b>Total Outlets</b>	<b>2022</b>	<b>8</b>	<b>7</b>	<b>-1</b>
	<b>2023</b>	<b>7</b>	<b>9</b>	<b>+2</b>
	<b>2024</b>	<b>9</b>	<b>12</b>	<b>+3</b>

Note 1. The numbers for each year are as of December 31.

Note 2. These outlets are owned by our affiliates.

Note 3. This location operated in an urban environment. Conquer Ninja gyms are typically located in suburban areas.