

<b>Provision</b>	<b>Section in Development Agreement</b>	<b>Summary</b>
q. Non-competition covenants during the term of the franchise	Section 6.2.	Neither you nor any Owner may be involved in any Competitive Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 6.3.	For a two (2) year period following termination or expiration of the Development Agreement, neither you nor any owner may be involved in any Competitive Business located (1) within the Development Area (other than the Franchised Businesses already open pursuant to the Development Schedule), or (2) within a 25-mile radius of any other Snapology business.
s. Modification of the agreement	Section 13.1.	The Development Agreement may be modified only by a written document signed by both parties.
t. Integration/merger clause	Section 13.1.	The Development Agreement and its attachments constitute the full and final agreement. Any other promises or statements may not be enforceable. No claim made in the Development Agreement is intended to disclaim the representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Sections 11.2. and 11.3.	Except for certain claims, we and you must first mediate, and if unsuccessful, arbitrate all disputes within a five (5) mile radius of our principal headquarters at the time arbitration is initiated (subject to applicable state law).
v. Choice of forum	Section 11.4.	Litigation must be instituted and maintained in the state or federal courts serving the district in which we maintain our principal headquarters at the time litigation is initiated (currently Tarrant County, Texas) (subject to applicable state law).
w. Choice of law	Section 11.1.	Texas law applies (subject to applicable state law).

## **ITEM 18 PUBLIC FIGURES**

We do not currently use any public figure to promote its franchise. No public figure is currently involved in our management.

## **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) 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.

## **DEFINITIONS AND NOTES**

(a) Company Owned Outlet means a Snapology Business owned directly or indirectly by us, our affiliate or any person identified in Item 2 of this Disclosure Document.

(b) Franchise Outlet(s) means a Snapology Business operated in one or more territories under a single franchise or license agreement that is not a Company Owned Outlet.

(c) Gross Sales – means the total revenue derived by each Snapology Business less sales tax, discounts, allowances and returns, as defined further in Note 1 below.

(d) Full-Time– as reported to us by the franchisee, the franchisee owner dedicates 32 hours or more per week to the operations of the Snapology Business.

(e) Part-Time – as reported to us by the franchisee, the franchisee owner dedicates fewer than 32 hours per week to the operations of the Snapology Business.

(f) Mobile Snapology – means a Snapology Business that offers and provides Services on a mobile basis at Third-Party Sites, such as schools, community centers, and commercial locations, that are authorized by us and that are located within the franchisee’s Protected Area.

(g) Snapology Classroom – means a Snapology Business that is established and operated within an Affiliated Brand’s franchised business’ premises operating on a full-time basis.

Data for our Franchise Outlets is based on unaudited financial information reported to us by our franchisees for the purpose of determining and calculating royalty fees due to us and financial performance. The information reported in this analysis is based on historical financial data.

## **FRANCHISE OUTLETS**

This analysis contains a historical representation of Gross Sales achieved by our Franchise Outlets operated as Full-Time Mobile Snapology Businesses and Full-Time Snapology Classrooms. We only included data for Franchise Outlets that were open and in operation for the full 2024 calendar year. We do not report any results for i) Company-owned Snapology Businesses, ii) Part-Time Mobile Snapology Businesses, iii) Part-Time Snapology Classrooms, and iv) Snapology retail centers (previously referred to as “Discovery Centers”). The option to operate Part-Time Mobile Snapology Businesses, Part-Time Snapology Classrooms, and Snapology Discovery Centers are not offered in this Disclosure Document.

Over the past number of years, we awarded Protected Areas for Mobile Snapology Businesses that are geographically larger than the Protected Areas offered and available to you in this Disclosure Document. We also authorized some franchisees to operate in expanded Protected Areas through TOP Amendments, which allowed Mobile Snapology Businesses to offer their services outside of their Protected Areas in approved third-party sites. Within this Item 19, we offer two sets of data for Mobile Snapology Businesses: overall financial performance for all reporting Mobile Snapology Businesses and a subset of Mobile Snapology Businesses with a Protected Area encompassing approximately 50,000 children aged infant to 14 years old, which is the offering in this disclosure document.

The first table below provides relevant information for all Full-Time Mobile Snapology Businesses that operated during all of 2024, regardless of the number of children aged infant to 14 years old in, or the geographic size of, their Protected Areas or other permitted areas of operation. The second table below provides relevant information only for all Full-Time Mobile Snapology Businesses that operated during all of 2024 and that provided their services only within Protected Areas or other permitted areas of operation having in the aggregate no more than 50,000 children aged infant to 14 years old, which is the current focus of our franchise offering for Full-Time Mobile Snapology Businesses.

The third table below provide relevant information for Full-Time Snapology Classrooms, including the number of children aged infant to 14 years old in the Protected Areas of those Classrooms.

**ALL FULL-TIME MOBILE SNAPOLOGY BUSINESSES**

2024 Calendar Year Gross Sales <sup>1,2</sup>						
Average	Median	High	Low	Locations	% of Locations Above Average	Number of Locations Above Average
\$157,035	\$106,927	\$504,708	\$20,816	27	29.6%	8
Protected Area size (in terms of the number of children aged infant to 14 years old)						
92,496	69,862	378,115	21,107	27	33.3%	9

**SUBSET OF FULL-TIME MOBILE SNAPOLOGY BUSINESSES WITH PROTECTED AREA SIZE OF 50,000 CHILDREN AND BELOW**

2024 Calendar Year Gross Sales <sup>1,3</sup>						
Average	Median	High	Low	Locations	% of Locations Above Average	Number of Locations Above Average
\$143,768	\$93,209	\$478,154	\$20,816	8	37.5%	3
Protected Area size (in terms of the number of children aged infant to 14 years old)						
31,384	31,889	48,314	21,107	8	62.5%	5

**FULL-TIME SNAPOLOGY CLASSROOMS**

2024 Calendar Year Gross Sales <sup>4</sup>						
Average	Median	High	Low	Locations	% Above Average	Number of Locations Above Average
\$74,763	\$39,049	\$171,513	\$16,649	7	42.9%	3
Protected Area size (in terms of the number of children aged infant to 14 years old)						
23,708	22,907	31,743	19,024	7	28.6%	2

Note 1. “Gross Sales” means the dollar aggregate of: (1) the sales price of all products, services, membership fees, merchandise and other items sold, and the charges for all services you perform, whether made for cash, on credit or otherwise, without reserve or deduction for inability or failure to collect, including sales and services (A) originating at the Franchised Business premises even if delivery or performance is made offsite from the Franchised Business premises, (B) placed by mail, facsimile, telephone, the internet and similar means if received or filled at or from the Franchised Business premises, and (C) that you in the normal and customary course of your operations would credit or attribute to the operation of the Franchised Business; and (2) all monies, trade value or other things of value that you receive from Franchised Business operations at, in, or from the Franchised Business premises that are not expressly excluded from Gross Sales, including but not limited to the redemption of approved gift cards/certificates, stored value cards, and loyalty program benefits (the initial sales or reloading of gift cards shall not be included in the calculation of Gross Sales) pursuant to the Customer Card Programs. Gross Sales does not include: (1) the exchange of merchandise between Franchised Businesses (if you operate multiple franchises) if the exchanges are made solely for the convenient operation of your business and not

for the purpose of depriving us of the benefit of a sale that otherwise would have been made at, in, on or from the Franchised Business premises; (2) returns to shippers, vendors, or manufacturers; (3) sales of fixtures or furniture after being used in the conduct of the Franchised Business; (4) the sale of gift certificates and stored value cards (the redemption value will be included in Gross Sales at the time of redemption); (5) insurance proceeds; (6) sales to employees at a discount (provided such discounts will not exceed 1.5% of Gross Sales during any reporting period); (7) cash or credit refunds for transactions included within Gross Sales (limited, however, to the selling price of merchandise returned by the purchaser and accepted by you); (8) the amount of any city, county, state or federal sales, luxury or excise tax on such sales that is both (A) added to the selling price or absorbed therein and (B) paid to the taxing authority; (9) tips and gratuities; (10) Gross Sales earned through an Affiliated Brand franchise operated at the Franchised Business premises, so long as such Gross Sales constitute gross sales (or equivalent) subject to a royalty fee and other fees under such Affiliated Brand's franchise agreement; and (11) rent or other consideration paid by an Affiliated Brand franchise for occupying the Franchised Business' premises. A purchase returned to the Franchised Business may not be deducted from Gross Sales unless the purchase was previously included in Gross Sales.

Note 2. During the 2024 calendar year, we had 27 Full-Time Mobile Snapology Businesses that reported data out of the total 120 Snapology franchised units that were open and operating at the end of 2024. Some Full-Time Mobile Snapology Business franchises were awarded several territories under one franchise agreement, as opposed to multiple franchise agreements, which is no longer offered under this disclosure document.

Note 3. These Full-Time Mobile Snapology Business franchisees were awarded Protected Areas having in the aggregate no more than 50,000 children aged infant to 14 years old, which is the current focus of our franchise offering for Full-Time Mobile Snapology Businesses.

Note 4. During the 2024 calendar year, we had 9 Full-Time Snapology Classrooms that reported Gross Sales for this fiscal year. We excluded one Snapology Classroom that did not report complete data to us for 2024, and one Snapology Classroom that was not open the entire year of 2024.

Exhibit F identifies units by Mobile Snapology, Discovery Center, and Snapology Classroom. Out of a total of 120 franchised Snapology Businesses open at the end of 2024, we excluded 78 units for the following reasons: i) 18 Snapology Businesses were not open the entire fiscal year 2024, ii) 14 units closed or terminated in fiscal year 2024, iii) 12 Mobile Snapology units and two Classrooms did not report complete data for the entire fiscal year 2024; iv) ten units were Discovery Centers; and v) 22 Snapology Businesses were Part-Time Mobile Snapology Businesses, which is not offered in this disclosure document.

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

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, Snapology, LLC does 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 the franchisor's management by contacting Josh Barker, 2350 Airport Freeway, Suite 505, Bedford, Texas, 76022, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1**  
**SYSTEM WIDE OUTLET SUMMARY**  
**FOR YEARS 2022 to 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	70	85	+15
	2023	85	102	+17
	2024	102	120	+18
Company-Owned	2022	1	3	2
	2023	3	2	-1
	2024	2	1	-1
Total Outlets	2022	71	88	+17
	2023	88	104	+16
	2024	104	121	+17

**TABLE NO. 2**  
**TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS**  
**(OTHER THAN THE FRANCHISOR)**  
**FOR YEARS 2022 to 2024**

State	Year	Number of Transfers
Alabama	2022	0
	2023	1
	2024	0
Florida	2022	0
	2023	2
	2024	0
New Jersey	2022	0
	2023	0
	2024	1
Pennsylvania	2022	0
	2023	1
	2024	0
Utah	2022	0
	2023	1
	2024	0
Washington	2022	0
	2023	0
	2024	1
<b>Total</b>	2022	0