

Provision	Section(s) in Franchise Agreement	Summary
(r) Non-competition covenants after the franchise is terminated or expires	Sections 18.3 and 18.5	Includes a three year prohibition similar to “q” (above), within the Territory, or within 50 miles of the Territory or any other Network In Action Business in operation on the effective date of termination or expiration located anywhere.
(s) Modification of the agreement	Section 25	Must be in writing signed by both parties.
(t) Integration/merger clause	Section 25	Only the final written 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.
(u) Dispute resolution by arbitration or mediation	Section 27.2 and 27.3	Except for certain claims, we and you must first mediate, and if unsuccessful arbitrate, all disputes at a location within 5 miles of our then-current principal place of business (currently in Houston, Texas), subject to state law.
(v) Choice of forum	Section 27.4	All mediations, arbitrations, and litigation proceedings must be conducted in the city of our then-current principal place of business (currently in Houston, Texas), subject to state law.
(w) Choice of law	Section 27.1	Texas law applies (subject to state law).

The provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

See Exhibit B, the State Specific Addendum, for special state disclosures.

## **ITEM 18**

### **PUBLIC FIGURES**

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.

The following tables relate to the actual Gross Revenues collected for the 12 month period from January 1, 2024 through December 31, 2024 by our affiliate-owned and franchisee-owned Network In Action Businesses, as described below. We have included in the tables below all Network In Action Businesses that were opened as of January 1, 2024 and remained open to December 31, 2024, excluding the 11 franchisee-owned Network In Action Group franchises that were terminated and closed during 2024 and the 14 Network In Action Group franchises that ceased operations for other reasons during 2024 (as reflected in Item 20). None of the 25 excluded franchisee-owned Network In Action Group franchises were open less than 12 months. The following tables include a total of 3 affiliate-owned Network In Action Groups and a total of 92 franchisee-owned Network In Action Groups, as follows:

- Table 1 - 1 affiliate-owned Network In Action Business, which operated 3 Network In Action Groups;
- Table 2 - 6 franchisee-owned Network In Action Businesses, which each operated 1 Network In Action Group;
- Table 3 – 15 franchisee-owned Network In Action Businesses, which each operated 2 Network In Action Groups;
- Table 4 - 7 franchisee-owned Network In Action Businesses, which each operated 3 Network In Action Groups; and
- Table 5 - 6 franchisee-owned Network In Action Businesses, which each operated 4 Network In Action Groups.
- Table 6 - 1 franchisee-owned Network In Action Businesses, which each operated 5 Network In Action Groups.
- Table 7 - 1 franchisee-owned Network In Action Businesses, which each operated 6 Network In Action Groups.

Our affiliate-owned Network In Action Businesses offer substantially the same services you will offer as a franchisee.

“Gross Revenues” means all revenue related to the Franchised Business (excluding sales taxes collected and remitted to the proper authorities)

**Some Network In Action Businesses have earned this amount. Your individual results may differ. There is no assurance you will earn as much.**

The financial performance representation figures do not reflect operating expenses, or other costs or expenses that must be deducted from a gross revenue figure to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your