

Provision	Section in Franchise Agreement	Summary
s. Modification of the agreement	Section 29	No modification without a writing signed by you and us, except that we may amend the operations manual.
t. Integration/merger clause	Section 28	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises are unenforceable. Nothing in the Franchise Agreement is intended to disclaim anything contained in this disclosure document.
u. Dispute resolution by arbitration or mediation	Section 26	Except for certain claims, subject to state law, all disputes must be mediated and if not resolved, arbitrated.
v. Choice of forum	Section 26	Subject to state law, New York, New York
w. Choice of law	Section 25	New York law applies, subject to the Lanham Act.

ITEM 18

PUBLIC FIGURES

We do not use any public figures 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 this 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.

Definitions Used in this Item 19:

“Gross” Revenues means the total revenues derived by you from your Studio, products and services sold or dispersed, directly or indirectly, at or from your Studio or otherwise in or from the franchised business, including, without limitation, cash sales, credit sales, internet sales, and any payments under your business interruption insurance coverage, but excludes amounts for the following: sales, goods and services and similar taxes collected from customers and paid to a governmental tax authority, any customer refunds, returns, or allowances made in accordance with our policy, karma funds (amounts collected from classes offered on a donation only basis, the proceeds from which franchisees then donate to charity), authorized rental sources from secondary parties not offered in connection with the marks (e.g. rental of massage/Chiropractic room); and any Permitted Side Business (defined in Item 16) authorized by us.

“Measurement Period” means the period beginning on January 1, 2024 and ending on December 31, 2024. Each month in the Measurement Period is an entire calendar month.

A “Qualified Studio” means a Modo Yoga Studio that was owned and operated by the same franchisee for the entire Measurement Period (except for permitted temporary closures). During

the Measurement Period, Modo Yoga had eight (8) franchised Studios, of which seven (7) were operational for the entire Measurement Period. The Studio located in Clintonville, Ohio is not included as a Qualified Studio because it opened in September 2024.

The table below provides the Gross Revenues information during the Measurement Period (on a monthly and annual basis) for Qualified Studios.

Period	Average Gross Revenue of Qualified Studios*	Number of Qualified Studios that Met or Exceeded the Average	Median Gross Revenue of Qualified Studios	Range of Gross Revenues of Qualified Studios
Jan – 24	\$200,479.51	3 (42.8%)	\$98,683.22	\$60,671.78 to \$431,685.40
Feb – 24	\$174,347.74	3 (42.8%)	\$171,154.97	\$68,592.19 to \$315,728.73
Mar - 24	\$171,323.53	3 (42.8%)	\$155,290.33	\$67,663.03 to \$322,951.75
Apr – 24	\$163,854.54	3 (42.8%)	\$151,884.61	\$64,683.66 to \$309,626.57
May – 24	\$179,905.13	3 (42.8%)	\$157,980.36	\$87,685.68 to \$311,172.73
Jun – 24	\$150,127.85	4 (57.2%)	\$150,522.33	\$66,859.29 to \$261,629.97
July – 24	\$131,941.77	3 (42.8%)	\$128,329.65	\$58,996.72 to \$221,773.81
Aug – 24	\$142,114.81	4 (57.2%)	\$148,684.44	\$61,094.14 to \$249,223.93
Sept – 24	\$151,329.98	3 (42.8%)	\$140,006.60	\$63,643.00 to \$266,151.27
Oct - 24	\$151,153.61	2 (28.5%)	\$147,371.54	\$66,326.29 to \$275,926.35
Nov – 24	\$166,497.80	2 (28.5%)	\$137,054.69	\$111,469.44 to \$267,595.58
Dec – 24	\$184,753.47	3 (42.8%)	\$163,877.62	\$88,133.10 to \$349,664.26
Total - 24	\$1,967,829.74	3 (42.8%)	\$1,880,147.24	\$894,774.54 to \$3,583,130.35

* The two New York locations will cease doing business as a Modo Yoga franchise as of March 31, 2025

We obtained Gross Revenue figures from each Qualified Studio through our access to each Qualified Studio's point-of-sale system. We calculated the average Gross Revenue for each calendar month by adding the total amount of monthly Gross Revenue generated by the Qualified Studios, then dividing that number by the number of Qualified Studios (7). For the average total Gross Revenue, we added the total annual Gross Revenues generated by the Qualified Studios then dividing that number by the number of Qualified Studios (7).

Some outlets have sold the amounts stated above. Your individual results may differ. There is no assurance that you will sell as much.

These Studios are substantially similar to the Studio that you will operate if you decide to become a Modo Yoga franchisee in that the size, physical layout and geographic location is likely to be similar to the size, physical layout and geographic location that our franchisees are likely to operate.

Except as disclosed above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised Studios. 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 Studio, however, we may provide you with the actual records of that Studio. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting New Studios Coordinator at 123 Slater Street, 3rd Floor, Ottawa, K1P 5H2, Canada, franchising@modoyoga.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

Written substantiation of the above representations will be made available to a prospective franchisee upon reasonable request.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1
Systemwide Outlet Summary
For Years 2022 to 2024**

Studio Type	Year	Studios At The Start Of The Year	Studios At The End Of The Year	Net Change
Franchised	2022	12	10	-2
	2023	10	9	-1
	2024	9	8*	-1
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	12	10	-2
	2023	10	9	-1
	2024	9	8	-1

* Two New York locations will cease doing business as a Modo Yoga franchise as of March 31, 2025