

PROVISION	SECTION IN AREA REPRESENTATIVE OR OTHER AGREEMENT	SUMMARY
u. Dispute resolution by arbitration or mediation	Section 21.1 of Area Representative Agreement	We and you must arbitrate all disputes within 10 miles of our then current principal business address (currently, Henderson, Nevada), subject to state law.
v. Choice of forum	Section 21.4 of Area Representative Agreement	Subject to arbitration requirement, litigation generally must be in courts in Henderson, Nevada (subject to state law).
w. Choice of law	Section 21.3 of Area Representative Agreement	Except for Federal Arbitration Act and other federal law, Nevada law governs (subject to state law).

### Item 18

#### **PUBLIC FIGURES**

We use the endorsement of Brian Tracy in our advertising. You will also have the right to use Brian Tracy's endorsement in your advertising with our prior written approval. Brian Tracy was the developer of the FocalPoint Coaching System. He is widely recognized for his many business and civic accomplishments. Brian Tracy has not invested in us and he has no managerial control. We pay Brian Tracy a license fee ranging from 6% to 10% of the initial franchise fees and continuing royalty fees paid by FocalPoint franchise owners. The amount of the license fee for FocalPoint franchises operating in the United States increases annually up to a maximum of 10%.

You are not prohibited by the Area Representative Agreement from using the name of a public figure or celebrity in your own promotional efforts or advertising; however, all advertising requires our prior approval.

### 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.

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 our President, Steve Thompson, at 2831 St. Rose Parkway, Suite 234, Henderson, Nevada, 89119, (877) 433-6225, the Federal Trade Commission, and the appropriate state regulatory agencies.

## **Item 20**

### **OUTLETS AND FRANCHISEE INFORMATION**

All year-end numbers appearing in the tables below are as of December 31 in each year. These tables are for Area Representatives operating under franchise agreements with us.

**Table 1**  
**Systemwide Outlet Summary**  
**For years 2022 to 2024**

<b>Column 1</b> <b>Outlet Type</b>	<b>Column 2</b> <b>Year</b>	<b>Column 3</b> <b>Outlets at the Start of Year</b>	<b>Column 4</b> <b>Outlets at the End of Year</b>	<b>Column 5</b> <b>Net Change</b>
Franchised	2022	29	35	+6
	2023	35	36	+1
	2024	36	35	-1
Company Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	<b>2022</b>	<b>29</b>	<b>35</b>	<b>+6</b>
	<b>2023</b>	<b>35</b>	<b>36</b>	<b>+1</b>
	<b>2024</b>	<b>36</b>	<b>35</b>	<b>-1</b>