

		representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. Notwithstanding the foregoing, nothing in the franchise agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	14.1	All disputes arising under the Franchise Agreement must be resolved by Arbitration administered by the American Arbitration Association according to its Commercial Arbitration Rules (subject to applicable state law)
v. Choice of forum	15.17	Then-current location of our headquarters; currently, Sarasota, Florida (subject to applicable state law)
w. Choice of law	15.7	Florida law applies (subject to applicable state law)

**ITEM 18
PUBLIC FIGURES**

We do not use any public figures to promote our franchise.

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION**

The FTC's Franchise Rule permits a Franchisor to provide information about the actual or potential financial performance of its franchise and/or Franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the FDD. Financial performance information that differs from that included in Item 19 may also be given, but only if: (1) a Franchisor provide 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 Franchisor does not independently compile or audit franchisee profit and loss statements, and franchisees have not provided them. The MindBody platform is the system of record to which the Franchisor has direct access for all locations. To facilitate comparison, MindBody platform data for the corporate Sarasota location is presented in Part 2 alongside the franchisee data, so that readers may evaluate the same type of data across all disclosed locations.

PART 1: CORPORATE LOCATION — ADJUSTED PROFIT AND LOSS STATEMENTS

The following profit and loss statements reflect the financial performance of the Fly Dance Fitness studio in Sarasota, FL, operated by our affiliate, You So Fly LLC ("You So Fly"). You So Fly has operated the Sarasota studio since August 2019. The Sarasota studio is similar in operation to the franchise offered under this Disclosure Document, except that our affiliate has different financial obligations and is not required to pay an ongoing royalty fee to us. Each statement has been adjusted, as described in the Notes following the tables, to: (i) remove income and expense items specific to the corporate location that franchisees are not expected to experience; (ii) add back required franchisee fees (Technology Fee) not incurred by the affiliate; and (iii) add estimated royalty fees that a franchisee operating this studio would have paid.

The financial performance information was taken from You So Fly's accounting software and has not been independently audited. The financial information presented herein constitutes a financial performance representation within the meaning of the FTC Franchise Rule.

Table 1 — You So Fly LLC (Sarasota, FL): Adjusted Financial Data — 2024 and 2025 Side by Side

Line Item	2024 Adjusted	2025 Adjusted
INCOME		
Studio Membership/Package Sales	\$206,856	\$218,500
Studio Retail Sales	\$31,832	\$49,412
Total Studio Sales	\$238,688	\$267,913
Sales of Product Income	\$5,898	\$6,383
Total Studio Income (Before Affiliate-Specific Items)	\$244,587	\$274,296
Income Removed (Affiliate-Specific — Not Available to Franchisees)	—	—
Items removed: management fee paid to You So Fly; Instructor Certification Course income; touring income; virtual class subscription revenue. These revenue streams are not available to franchisees under the Franchise Agreement.		
Total Income (Gross Sales) — Adjusted	\$244,587	\$274,296
COST OF GOODS SOLD		
COGS	\$12,456	\$25,870
Contractors	\$21,960	\$27,725
Total Cost of Goods Sold	\$34,416	\$53,595
Gross Profit (Adjusted)	\$210,171	\$220,700
DISCLOSED OPERATING EXPENSES (see Notes 3 and 4)		

Advertising & Promotion	\$6,000	\$6,000
Alarm and Security Expense	\$642	\$642
Bank and Credit Card Fees	\$4,800	\$4,800
Computer and Software Expenses	\$4,428	\$9,287
Dues and Subscriptions	\$419	\$402
Insurance	\$3,691	\$3,691
Job Supplies	\$2,061	\$3,099
Accounting	\$1,350	\$1,350
Licenses Expense	\$906	\$1,957
Meals & Entertainment	\$500	\$500
Payroll — Taxes	\$3,195	\$2,188
Payroll — Wages (see Note 4h)	\$22,375	\$26,019
Rent & Lease (see Note 5)	\$30,750	\$36,270
Sales Tax Paid	\$2,347	\$2,976
Technology Fee (Required — See Item 6)	\$1,200	\$1,200
Telephone and Internet	\$3,349	\$3,395
Utilities	\$3,369	\$3,124
Total Disclosed Expenses	\$91,381	\$102,099
NET INCOME		
Net Operating Income (Adjusted)	\$118,790	\$118,601
Net Income (Adjusted)	\$118,790	\$118,601
(Less) Estimated Royalty Fees — 6% of Gross Sales	(\$14,675)	(\$16,458)
Net Income Less Estimated Royalty Fees	\$104,115	\$102,144

Notes to Part 1:

1. "Total Income (Gross Sales)" means the total gross revenue from all products and services sold or performed in, at, from, or away from the Studio, or through or by means of the Studio's business, whether from cash, check, credit card, debit card, barter or exchange, or other credit transactions, and irrespective of collection. After adjustment, "Total Income" is equivalent to "Gross Sales" as defined in the Franchise Agreement. Total Income was adjusted to remove the following affiliate-specific revenue streams that are not available to franchisees under the Franchise Agreement:
 - a. In 2024: a management fee paid by the Franchisor to You So Fly for rent and services; income from the Instructor Certification Course, which is a corporate program; income from touring and teaching classes outside the studio's surrounding area; and revenue from virtual class subscriptions, which are offered exclusively by the corporate location.

- b. In 2025: a management fee paid by the Franchisor to You So Fly; income from the Instructor Certification Course; income from touring; income from franchisee retail sales — sales of retail goods to other franchisee locations, which is not expected to recur at this level; and revenue from virtual class subscriptions.
 - c. None of the removed income streams are available to franchisees under the Franchise Agreement. The adjusted Total Income figures reflect only the revenue a franchisee operating this studio would be permitted and expected to generate.
2. "Cost of Goods Sold" was adjusted to remove the following expenses that franchisees are not expected to incur:
- a. "COGS" was adjusted to remove: (i) shipping costs related to the corporate online retail store (not operated by franchisees); and (ii) in 2024, costs related to holding a class in New York City.
 - b. "Contractors" was adjusted to remove costs paid to instructors to record choreography for the corporate virtual streaming program, which franchisees will not operate.
3. "Disclosed Expenses" reflects some, but not all, of the expenses You So Fly incurred during each year. The following expense categories incurred by You So Fly have been excluded entirely from the tables because franchisees are not expected to incur them:
- a. Charitable contributions. Charitable giving is at the franchisee's sole discretion and is not required or expected.
 - b. Holiday party and related expenses. Franchisees are not required to host holiday parties.
 - c. Legal and Professional Services — CFO Consulting, General Counsel, Leasing Attorney, and Trademark Attorney fees. Franchisees are not responsible for corporate legal costs, trademark maintenance, or ongoing general counsel retainers. Franchisees should budget for their own legal costs as needed.
 - d. Employer health insurance contributions and related reimbursements for a full-time corporate employee. Franchisees are not expected to provide health insurance benefits, as studio staff are expected to be part-time or independent contractors.
 - e. QuickBooks Payments Fees. Franchisees are required to use MindBody Payments and are not expected to incur these fees.
 - f. Repairs & Maintenance. These were non-recurring capital maintenance items specific to a studio that had been operating for approximately 5-6 years at time of repair. New franchisee studios will not have these aged-equipment costs at opening but should budget for capital maintenance as equipment ages.
 - g. Shipping and Delivery expenses related to the corporate online retail store. Franchisees do not operate a separate online retail store.
 - h. Travel expenses. After completion of initial training, ongoing travel is not anticipated for franchisees operating their studio. Franchisees should budget for the cost of traveling to and from the Franchisor's training program as disclosed in Item 7.
 - i. Website expenses. The Franchisor maintains the system website on behalf of all franchisees. Franchisees are not separately responsible for these costs.
 - j. Office Supplies and Janitorial/Cleaning Expense. The Franchisor recommends franchisees handle routine studio cleaning themselves rather than hiring a cleaning service, as has been its practice.

- k. Interest income earned by You So Fly from a money market account. This income is not available to franchisees from the Franchisor; whether a franchisee earns investment income on their own assets is not a predictable element of franchise operations.
4. Certain categories of Disclosed Expenses have been adjusted to reflect material operational or financial differences between the affiliate location and the franchise as offered under this Disclosure Document. All adjustments are disclosed in the tables:
 - a. "Advertising & Promotion" was adjusted to remove national and virtual advertising costs. The Sarasota corporate location conducts significant national advertising in support of its virtual membership program, which franchisees will not operate. The adjusted figure of \$6,000 per year (\$500 per month) represents the minimum required local advertising spend under the Franchise Agreement. Your actual advertising expenditure may exceed this minimum.
 - b. "Bank and Credit Card Fees" (2024): adjusted to remove costs incurred under a prior payment processor. Franchisees are required to use MindBody Payments. The adjusted amount of \$4,800 is the estimated annual processing fee under that system. Note: In 2025, You So Fly incurred \$0 in Bank and Credit Card Fees (having transitioned fully to MindBody Payments). The adjusted table reflects an estimated \$4,800 that franchisees are expected to incur using MindBody Payments based on the 2024 estimate, as this is an ongoing expected cost.
 - c. "Computer and Software Expenses" was adjusted to remove costs for software platforms maintained at the corporate level: CRM software, scheduling software, Zoom, annual app fee, Docusign, Canva, MindBody Technical Account Manager, LastPass, and Circle platform. These are either Franchisor overhead costs or tools not required of franchisees.
 - d. "Insurance" was adjusted to remove personal life insurance premiums carried by the affiliate's owners. Personal life insurance is not a franchised business operating expense. Franchisees should obtain their own business insurance as required under the Franchise Agreement (see Item 8).
 - e. "Licenses Expense" (2024): adjusted to remove trademark-specific expenses. Franchisees are not responsible for trademark maintenance or registration costs.
 - f. "Meals & Entertainment" was adjusted to remove business development entertainment costs not expected of franchisees. The remaining \$500 per year is an estimate for modest team-related expenditures such as instructor birthday celebrations or team outings.
 - g. "Payroll — Taxes" and "Payroll — Wages": The As Reported figures include: (i) base salaries for both of You So Fly's owners; and (ii) wages and employer taxes for a full-time Business Development Manager, whose salary is shared equally between the Franchisor and You So Fly. All of these amounts have been removed. The adjusted figures represent wages and associated taxes for three (3) part-time front desk staff members. See Note 4h for a critical disclosure regarding owner labor costs.
5. **OWNER LABOR COST DISCLOSURE:** The adjusted payroll figures above do NOT include any compensation for the franchisee-owner's labor. You So Fly's owners' salaries have been removed from the payroll line. If you, as the franchisee, will teach classes, manage daily operations, staff the front desk, or perform any work in your studio, you should assign a dollar value to your labor and add it to the disclosed expenses. Depending on how much time you spend in your business, your effective labor cost could add \$30,000 to \$100,000 or more in implicit owner compensation to your total operating costs. The adjusted Net Income figures presented above are NOT a proxy for the income you will take home — they represent operating income before any consideration of

your own compensation. You should consult with an independent financial advisor or accountant before making any investment decision based on these figures.

6. RENT DISCLAIMER: The Rent & Lease figures reflected in the tables above (\$30,750 in 2024 and \$36,270 in 2025) are specific to You So Fly's lease for the Sarasota, FL studio. Rent varies significantly based on market, geography, square footage, local commercial real estate conditions, landlord negotiations, and other factors. We strongly encourage you to obtain an independent appraisal of market rent in your proposed territory before signing a lease or franchise agreement.
7. The financial performance representations in Part 1 do not reflect all operating and non-operating costs and expenses that must be deducted from Total Income to obtain net income or profit. Items not reflected in these tables include, without limitation: loan or financing payments (principal and interest) if you finance your initial investment or buildout; depreciation of equipment and leasehold improvements; income taxes; any costs specific to your market or premises; and costs you may incur above the disclosed amounts for any listed expense category. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Current and former franchisees, listed in Item 20 of this Disclosure Document, may be one source of this information.
8. As disclosed above, You So Fly does not pay royalty fees to us, and no brand fund contribution is currently required under the Franchise Agreement. "Estimated Royalty Fees" in the tables above represents the amount You So Fly would have paid if it were required to pay six percent (6%) of its Total Income (Gross Sales) to us in Royalty Fees, consistent with the current Franchise Agreement. These estimated fees are calculated on the adjusted Total Income figure only. No brand fund contribution has been deducted from Net Income because no brand fund contribution is currently required. If a brand fund contribution requirement is adopted in a future amendment to the Franchise Agreement, this Item 19 will be updated accordingly.

PART 2: MINDBODY PLATFORM REVENUE AND MEMBERSHIP DATA — ALL DISCLOSED LOCATIONS

The following table presents sales, membership, and visit data drawn directly from the MindBody software platform for the period April 1, 2025 through March 31, 2026 ("Disclosure Period"). This data is maintained by the MindBody third-party platform and has not been independently audited. We have direct platform access to this data for all system locations and has not altered it. All sales figures are in U.S. dollars and exclude taxes, tips, and ClassPass sales as reported by the MindBody platform.

Table 2 — MindBody Platform Data: April 1, 2025 – March 31, 2026

Studio Location	Opened	Months in Data Period	Total Sales (Apr 2025–Mar 2026)	YTD Sales (Jan–Mar 2026)	Autopay Sales	Active Members (Mar 31, 2026)	Total Visits	First Visits
CORPORATE LOCATION (operating since August 2019 — mature studio; see Note 12)								
Sarasota, FL (Corporate — You So Fly LLC)	Aug. 2019	12 of 12†	\$243,232	\$52,453	\$90,386	139	19,608	578
FRANCHISEE LOCATIONS — Disclosure Period: April 1, 2025 – March 31, 2026 (see Notes 10, 11, 12)								